

Interagency Agreement  
between  
Washington State Department of Agriculture  
and  
Washington State University  
for  
Waste Pesticide Collection

This Agreement is made by and between the Washington State Department of Agriculture, hereinafter referred to as "WSDA" and Washington State University, hereinafter referred to as "WSU". Both WSDA and WSU are agencies of the State of Washington.

The purpose of this Agreement is to set forth the terms and conditions under which WSU will allow WSDA to use WSU facilities for the collection of waste pesticides.

**I. STATEMENT OF WORK:**

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

**A. Duties of WSU:**

1. Provide WSDA with access to WSU-owned facilities and property to allow WSDA to collect waste pesticide upon dates and times agreeable to the parties.
2. Provide WSDA upon request a list of all applicable WSU policies and procedures regarding environmental safety and emergency management.

**B. Duties of WSDA:**

1. Schedule the collection and disposal of waste and excess pesticides legally disposable under applicable law a minimum of two weeks in advance at a time and place agreeable to the local WSU facility Administrator where the collection event will occur, with contemporaneous notice to WSU's Department of Environmental Health & Safety.
2. Act as waste generator independent of WSU. Provide the Washington State Department of Ecology with a Notification of Hazardous Activity (Form 2) as appropriate. Hold a separate EPA/state Generator Identification Number. Be responsible for all chemicals collected, shipping papers and applicable annual and other reports. WSU shall not report these chemicals on reports unless so requested by the Department of Ecology.
3. Be responsible for all aspects of the waste pesticide collection and disposal operations and comply with all federal, state, local, and university safety, emergency management, and environmental laws, regulations, and policies in carrying out such operations.

4. Be responsible for any spill, accident, and remediation that may result from any activities of WSDA, its contractors or other pesticide disposal agents on WSU property attendant to this Agreement.
5. Indemnify and hold harmless the Regents of WSU, WSU, any subdivision or unit of WSU, its officers, employees, and agents, from any and all liability, claims, costs, penalties, expenses, and/or losses for injury to persons or damage to property as a result of or arising from the collection or disposal of pesticide wastes by WSDA or its officers, employees, agents or contractors. This includes, but is not limited to, travel to and from the event in a private or public vehicle, and any activity connected with the event itself, and while using state equipment or facilities for the event whether on or off WSU property.

C. It is Mutually Agreed:

1. In the event there are any additional site-specific or local requirements in addition to the above-listed duties of the parties, such requirements shall be set forth in a separate addendum and appended to this Agreement.

**II. PERIOD OF PERFORMANCE**

This Agreement shall be effective July 1, 2008 or date of execution, whichever date is later, and continue in force through June 30, 2014 or until terminated by either party as provided for herein.

**III. CONSIDERATION**

The consideration under this Agreement shall be the rights and obligations of the parties as set forth in Section I herein.

**IV. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **V. RIGHTS IN DATA**

Unless otherwise provided, any data that originates from this Agreement shall be owned by the originator. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## **VI. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **VII. MODIFICATION**

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **VIII. TERMINATION**

Either party may terminate this Agreement upon not less than thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

## **IX. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

## **X. DISPUTES**

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto.

## **XI. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. applicable state and federal statutes and rules;
- B. statement of work; and
- C. any other provisions of the Agreement, including materials incorporated by reference.

## **XII. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **XIII. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

## **XIV. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

## **XV. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

## **XVI. CONTRACT ADMINISTRATION**

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

**The Contract Administrator for WSU is:**

Attention: Contracts Manager  
Department: Office of Business and Finance  
Address: P.O. Box 641045, Pullman, WA 99164-1045  
Telephone: (509) 335-5524  
Fax Number: (509) 335-3930

**The Contract Administrator for WSDA is:** (specifically for this interagency agreement)

Name: Joe Hoffman  
Division: Pesticide Management  
Program: Registration Services – Natural Resources Assessment Section  
Address: PO Box 42589, Olympia, WA 98504-2589  
Telephone: 360-902-2056 / 360-902-2048  
Fax Number: 360-902-2089 / 360-902-2093  
E-mail: [wastepesticide@agr.wa.gov](mailto:wastepesticide@agr.wa.gov) / [jhoffman@agr.wa.gov](mailto:jhoffman@agr.wa.gov)

**XVIII. SIGNATURES**

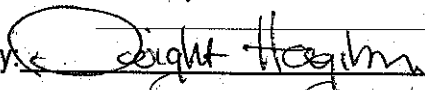
The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

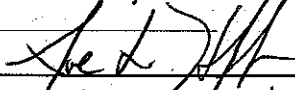
**WASHINGTON STATE UNIVERSITY**

**WASHINGTON STATE DEPARTMENT OF AGRICULTURE**

Recommended by:

Recommended by:

By: 

By: 

Name: Dwight Hagihara

Name: JOE A. HOFFMAN

Title: Director, Environmental Health & Safety

Title: WASTE PESTICIDE COORDINATOR

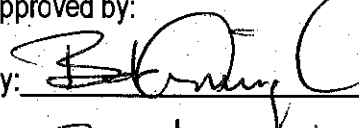
Date: 8.8.08

Date: 08/28/2008

Approved by:

Approved by:

By: 

By: 

Name: Richard A. Heath  
Sr. Associate Vice President  
Washington State University

Name: Bob Arrington

Title: \_\_\_\_\_

Title: Assistant Director

Date: 8/14/2008

Date: 8/28/08