

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
SPOKANE FALLS COMMUNITY COLLEGE**

THIS INTERAGENCY AGREEMENT (the "Agreement") is by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and Spokane Falls Community College, an institution of higher education and agency of the state of Washington located in Spokane, WA (hereafter referred to as "SFCC").

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which SFCC will conduct the **Inventory of exotic ants in the Pacific Northwest with specific reference to: European fire ants (*Myrmica rubra*), Argentine ants (*Linepithema humile*), velvety tree ants (*Liometopum* spp.) and odorous house ants (*Tapinoma sessile*).**

NOW, THEREFORE, the parties agree as follows:

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. Reimburse qualified project expenditures by award invoicing.
2. See RFP (att.1) and Proposal (att. 2).

B. Duties of SFCC:

1. Perform the responsibilities outlined in the Proposal (att. 2) with timely reporting and invoicing.
2. See RFP (att.1) and Proposal (att. 2).

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence upon full execution of this Agreement by the parties, and be completed on December 31, 2015 (the "Term"), unless terminated sooner as provided herein.

III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the

annual cost of accomplishing the work will not exceed \$9,295. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms:

- A) As requested by RFP (att. 1), completion of Proposal (att. 2); and
- B) Reporting as required by att. 2; and
- C) Successful funding from WSCPR (att. 3).

IV. BILLING PROCEDURES

SFCC shall submit invoices to WSU on a quarterly basis. WSU shall pay on a quarterly basis for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing.

Invoices shall be submitted to:

Washington State University
Attn: Adam Williams
Department of Entomology
PO Box 646382
Pullman, WA 99164-6382

V. 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 year 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.

VI. RIGHTS IN DATA

Unless otherwise provided, any data that originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by WSU. 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.

VII. 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.

VIII. 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.

IX. TERMINATION

Either party may terminate this Agreement upon 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.

X. 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.

XI. 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. The parties shall share equally in the costs, if any, for the services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XII. 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. Attachments in the following order: Attachment 1, Attachment 2, and Attachment 3; and
- C. any other provisions of the Agreement, including materials incorporated by reference.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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:

Name: Adam Williams
Department: Entomology
Address: PO Box 646382
Washington State University
Pullman, WA 99164-6382
Telephone: 509-335-5425
Fax Number: 509-335-1009

The Contract Administrator for SFCC is:

Name: Doug Mitchell/Lauren D. Hansen
Department: Biology Department MS 3280
Address: Spokane Falls Community College
3410 W. Fort Wright Drive
Spokane, WA 99224
Telephone: 509-533-3666
Fax Number:

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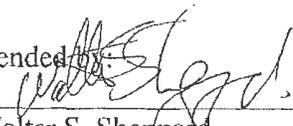
XVIII. SIGNATURES

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

("WSU")

Recommended by:

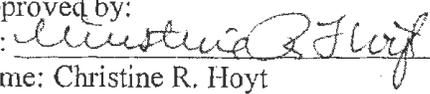
By: 

Name: Walter S. Sheppard

Title: Department Chair

Date: 5/15/15

Approved by:

By: 

Name: Christine R. Hoyt

Title: Contracts Manager

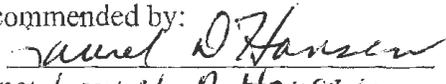
Date: 5-20-15

SPOKANE FALLS COMMUNITY

COLLEGE

("SFCC")

Recommended by:

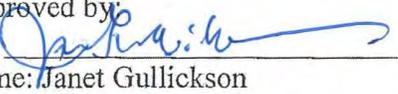
By: 

Name: Laurel O. Hansen

Title: Project Director

Date: 1 June 2015

Approved by:

By: 

Name: Janet Gullickson

Title: President

Date: June 1, 2015

PROPOSAL: Norm Ehmann Urban Pest Management Award

Submitted by:

Laurel D. Hansen
Biology Department MS 3280
3410 W Fort Wright Drive
Spokane, WA 99224
509-533-3666
laurel@spokanefalls.edu

TITLE:

Inventory of exotic ants in the Pacific Northwest with specific reference to: European fire ants (*Myrmica rubra*), Argentine ants (*Linepithema humile*), velvety tree ants (*Liometopum* spp.) and odorous house ants (*Tapinoma sessile*)

Rationale and Significance:

Contacts with Pest Management Professionals (PMPs) in the Pacific Northwest and personal observations indicate populations of pest ants have shifted in the last 30 years. Carpenter ants as the major pest have been replaced with odorous house ants in Western Washington and velvety tree ants in Eastern Washington. This information is anecdotal and requires verification. Other reports of establishment of Argentine ants and European fire ants, not previously reported, have been documented in Seattle. The distribution of both of these ants also needs verification.

Reasons for changes in pest ant populations may be due to chemical treatments, climatic changes, housing developments, landscaping practices, introduction through commerce or a combination of these and other factors. There is not good baseline data that documents pest ants in urban areas but there are taxonomic records of ants available at the James Museum at Washington State University and the survey completed by Hoey-Chamberlain *et al.* 2010.

Recent reports of Argentine ants through a large area of Seattle and European fire ants in the University of Washington Arboretum plus other areas of Seattle prompts the need for an inventory to determine the spread of these two ants. Both species are considered exotic or tramp ants. In addition, the distribution of two native ants: odorous house ants and velvety tree ants, is also in question. Again these two species have been reported in new areas and this information requires verification. Although these are native ants, their behavior mimics exotic ants and these ants have been labeled as such by Buczkowski and Bennett 2008a.

These four species were selected for study because of their status as pest ants and because of similarities (Hansen and Antonelli 2010). All are tramp ants with multiple nesting sites (polydomy) and multiple queens (polygyne). These two factors make these ants difficult to

control. These ants do not produce mating flights and spread chiefly by budding. The European fire ant (not to be confused with the Red Imported Fire Ant, *Solenopsis invicta*) belongs to the Subfamily Myrmicinae, is an aggressive stinging ant and can be a health hazard (Higgins 2013). Odorous house ants, velvety tree ants, and Argentine ants all belong to the Subfamily Dolichodorinae and will not sting. Of the latter three ants, the velvety tree ant is wood-destroying, and all three are considered major nuisance ants because of their very large, mobile, and transient colonies (Hansen 2014). Observations of each of these species indicate they eliminate other native species of ants (Klotz 2008).

Myrmica rubra, European fire ant, was collected in Seattle in 1988 but was not recognized as a pest species until 2006 when it was collected in Evergreen Arboretum, and also in Vancouver and Victoria, B.C. This ant, native to Europe and Asia, was discovered in Massachusetts in 1908 (Grodén *et al.* 2004, 2005) and has spread throughout the New England states and as far south as Pennsylvania. It has also spread north into the southeastern provinces of Canada and in a recent survey of pest ants in Canada; the ant was collected as far west as Toronto (Hansen 2013). An interesting aspect of this ant in North America is that flights have not been observed. Mating occurs in the nest and mated females walk or are carried by commerce to new locations (Grodén 2005).

Robert Higgins, Thompson Rivers University, Williams Lake, B.C. has mapped areas affected by this ant in B.C. and outlined potential habitats that include green areas with a mean annual temperature of 42°F and precipitation above 27 in/year. Higgins (2012, 2013) prepared an analysis of the economic impact of the European fire ant in B.C. His preliminary damage estimate for this ant was \$100,000,901 CAD annually. This included health damages combined with damages to property, schools, and municipalities including treatment costs. As the ant is established in the Seattle area (Evergreen Arboretum) and the Puget Sound area fits the environmental parameters of southern B.C., PMPs need to be aware of the potential threat of this ant.

Linepithema humile, Argentine ant, has been observed in the University of Washington area of Seattle for several years and was recently reported as far west as Woodland Zoo covering several square miles. This ant has been the scourge of Southern California and in many other areas in southern United States after the initial introduction at New Orleans (Klotz *et al.* 2008). Environmental parameters resemble the European fire ant in that it prefers a Mediterranean climate. This nuisance ant may have extremely large colonies that invade agricultural areas as well as households (Klotz *et al.* 2010).

The native ant species, (velvety tree ants and odorous house ants) are often referred to as exotic because in natural areas these ants live in small colonies and do not become a nuisance or wood-destroying pest. However in urban areas or near structures these ants live in much larger colonies and nest in materials not found in nature (Buczowski and Bennett 2008b). The velvety tree ants (2 species) invade structures and mine wood and insulation that resembles the nesting habits of carpenter ants (Hansen 2008). One species (*L. luctuosum*) occurs in drier habitats and is common in Eastern Washington and Northern Idaho while *L. occidentale* is found in areas with a higher humidity. Both species have been collected in the Columbia Gorge and Oregon. This ant has recently been reported

in the Puget Sound area but needs verification. Odorous house ants are reported more commonly in Western Washington than in Eastern Washington although both areas can be infected.

Effective ant management by PMPs requires proper identification. PMPs need to recognize not only the ants in their area but also ants that may be introduced. As climate changes, as movement occurs of people and commercial products such as nursery and other landscaping materials, PMPs will encounter more exotic pests. Educational programs and publications for the pest management industry of extended ranges and inventory of these ants and will provide valuable information for management.

Brief comments from personal requests regarding the value of this project was received from the following:

1. Clinton Campbell-APHIS: 'extremely worthwhile-effects of introduced ants on local biodiversity.'
2. Eric LaGasa-AGR: 'increasingly important-economic and ecological impacts needed'
3. Todd Murray and Sharon Collman-WSU Extension: 'great idea; needed'
4. Chris Looney-AGR: 'information would be worthwhile: relative abundance of native vs tramp ants'
5. Robert Higgins-Three Rivers University, Williams Lake, BC: 'relevant information sorely needed for management'

Project Description

Goals for this project include:

1. Inventory the distribution of European fire ants, Argentine ants, odorous house ants, and velvety tree ants.
2. Inventory of native ants in areas where the ants listed above are located.
3. Provide current information on these pest ants to the pest management industry through seminars and presentations.

The project will include two phases that will occur simultaneously:

1. Participation of PMPs in the field collecting and submitting samples and identifications made by our research team and communicated to the PMPs.
2. Visitation by our research team to specific sites for collections in areas with these ants and in natural areas. Sites to be determined with the assistance of PMPs and earlier reports. Natural areas to be selected that approximate infected areas.

Several pest management companies will be selected (minimum of 4 from Western Washington; 1 from Eastern Washington, 1 from Oregon) that will collect ants from every site that is inspected or treated from March 1 through October 30. My research team will meet with each company in January or February to view the procedures for collection and documentation. This meeting will include an informational presentation with the emphasis on the species listed above and examples of each for their review. Each company will be supplied with vials and mailers to be submitted each month. Contact will be made each

month to encourage sending specimens and documentation. Identifications will be made as the ants are submitted and communicated to the PMPS. Each company will be visited between April and October to determine areas for additional collections by our team.

Our research team will sample specific sites recommended by PMPs, sites where these pest ants were collected plus similar natural areas. We will also work with extension personnel, particularly in the Puget Sound area who have expressed an interest in this study. We are in regular communication with Western Washington Research personnel in Puyalup. Sites (minimum of 8) will include areas around Puget Sound, Bellingham, Vancouver, and Spokane. Sampling will be accomplished using a regimented sampling protocol including Winkler extraction (Agosti *et al.* 2000), baiting along a transect line (Sotz *et al.* 2004), and point sampling. Ants will be identified using available keys and recorded. Verifications of some samples will be sent to Rob Higgins, ant taxonomist at Thompson Rivers University (TRU).

Characteristics of each site will be recorded including: latitude, longitude, elevation, surrounding vegetation, percent ground cover, ground cover height, soil type, air temperature, and humidity.

Our research team will also visit with Rob Higgins, TRU to further look at the distribution of Argentine ants in Victoria and European fire ants in Victoria and Vancouver, BC. These infestations are believed to be older than those in Washington. Comparison of native species present with pest ants will be made.

Research Team: Laurel Hansen, Project director. Technicians employed at Spokane Falls Community College on research grants: Sharon Carroll, Jenifer Parker, and Arlana Neilsen. Technicians have been involved in ant research for the past 4-9 years. The project director has been involved in ant research since 1979.

Budget

Travel to infestation sites:	
Mileage, lodging (3 people)	\$8,200
Travel to British Columbia:	
Mileage, lodging	1600
Technician hours	
(225 hours x 2 technicians)	6300
Benefits	690
Supplies (Vials, mailers, and Other collection equipment):	1800

No funds are requested as salary for the project director or indirect or overhead costs.

Total cost for this project will be \$18590. Funding for this project also will be requested from the Washington State Commission on Pesticide Registration who will provide matching funds if the project is approved. This reduces the cost to \$9,295.

References

- Agosti D., J. D. Majer, L. E. Alonso, T. R. Schultz. 2000. *Ants: standard methods for measuring and monitoring biodiversity*. Smithsonian Institution Press, Washington.
- Buczkowski, G. and G. Bennett. 2008a. Aggressive interactions between introduced Argentine ant, *Linepithema humile* and the native odorous house ant, *Tapinoma sessile*. *Biol. Invasions* 10: 1001-1011.
- Buczkowski, G. and G. Bennett. 2008b. Seasonal polydomy in a polygynous supercolony of the odorous house ant, *Tapinoma sessile*. *Ecol. Entomol.* 33: 780-78.
- Groden, W., F. Drummond and L.B. Stack. 2004. European fire ant: a new invasive insect in Maine. *Univ. Maine Coop. Ext. Bull.* 2550.
- Groden, E., F.A. Drummond, F. A. Garnas, J. and A. Franceour. 2005. Distribution of an invasive ant, *Myrmica rubra* (Hymenoptera: Formicidae, in Maine. *J. Econ. Entomol.* 98: 1774-1784.
- Hansen, L. 2013. Which ants are bugging Canadian PMPs? *Pest Control Technology* 41(3): 102.
- Hansen, L.D. 2014. Super Colonies. *Pest Control Technology* 42(4): 22, 24-26, 28, 122.
- Hansen, L. D. and A. L. Antonelli. 2010. Identification and habits of key ant pests of Washington (workers and winged reproductives) EB 033. CES-WSU. 13 pp.
- Higgins, R. 2012. European Fire Ant (*Myrmica rubra*) project: confirming current distribution in B.C. and development of effective control methods. Interim. Report (31 Oct 2012) prepared for the B.C. Inter-Ministry Invasive Species Working Group.
- Higgins, R. 2013. European Fire Ant. Chapter 4 In *Preliminary damage estimates for selected invasive fauna in B.C.* prepared for Ecosystems Branch B.C. Ministry of Environment. (Eds,) D.C.E. Robinson, D. Knowler, D. Kyobe, and P. de la Cueva Bueno. 62 pp.
- Hoey-Chamberlain, R. V., L. D. Hansen, J. Klotz, C. McNeeley. 2010. A survey of the ants in Washington and surrounding areas in Idaho and Oregon on disturbed areas. *Sociobiology* 56: 1-13.
- Klotz, John, L. Hansen, H. Field, M. Rust, D. Oi, and K. Kupfer. 2010. *Urban Pest Management of Ants in California*. Univ. California Publication 3524. 72 pp.
- Klotz, J., L. Hansen, R. Pospischil, M. Rust. 2008. *Urban Ants of North America and Europe*. Ithaca, NY: Comstock Publishing Associates. 196 pp.
- Sotz S. R., Tschinkel W. R. 2004. Distribution, spread, and ecological associations of the introduced ant *Pheidole obscurithorax* in the southeastern United States. *J. Insect Science* 4:12.

Norm Ehmann Urban Pest Management Award August 2014 RFP

Request for proposals: Researchers or educators involved with urban pest management problems which occur in the Pacific Northwest are invited to apply. Research may be conducted outside the Northwest if it involves pests that also occur in the Northwest, like bed bugs.

Purpose: This endowment was developed through donations from the Oregon and Washington Pest Management Associations, the Pacific Northwest Pest Management Conference and a variety of pest control industry suppliers. It is intended to support research and extension and/or educational activities relevant to Urban Pest Management issues.

Funding: Proposals are welcome from all Urban Pest Management researchers and extension educators, but we do expect the proposed research and training to include pests that are located in the Pacific Northwest. The amount of each grant has not been established, but we are planning for a total amount of up to \$30,000 to be made available for this funding period (January 1, 2015 – December 31, 2015). It is expected that one or more projects will be funded. The selection committee encourages applicants to seek matching funds from supporting agencies, such as the Washington State Commission on Pesticide Registration and the Pacific Northwest Pest Management Conference.

Evaluation and Selection Criteria: Research and Extension Proposals addressing all Urban Pest Management issues will be accepted, with priority placed on those addressing pests in the Pacific Northwest such as:

- Odorous house ants, carpenter ants and other pestiferous ants
- Bed bugs
- Subterranean termites, anobiid beetles, and other wood-destroying organisms.
- Yellowjackets and other wasps.
- Arthropod pests of all stored products
- Mosquitoes and other medically important arthropods
- Rodents
- Training workshops or programs for Pest Control technicians

Proposal format: Proposals are limited to 5 pages with 12-point font size and one-inch margins. Applicants should include a two-page vitae as an addendum.

Rationale and Significance: Each proposal should contain a detailed description of the pest problem and its impact on the affected industry and/or stakeholders.

Project Description: Provide a detailed description of the project including objectives, procedures (including statistical design parameters and analysis when appropriate), time line, matching funds and personnel.

Deadline: Proposals will be accepted until September 15, 2014. Submit one electronic or written copy of the proposal to Ehmann Committee Chair, Department of Entomology, Washington State University, Pullman, WA, 99164-6382 (entomology.office@wsu.edu). The applicants will be notified of the selection committee choice by October 1, 2014.

Budget: A budget narrative and totals must be provided for salaries and benefits, hourly wages, required travel, equipment, and other related expenses. Indirect or overhead costs are not permitted.

Reporting: Mid-term and final progress reports are required for funded projects (June 30, 2015 and January 15, 2016, respectively). At the request of the Norm Ehmann Urban Pest Management Award Committee, the researcher may be asked to make a presentation at the annual meeting of the Pacific Northwest Pest Management Association. Funding to attend this meeting will be provided by the Association and should not be included in the proposal.

Laurel D. Hansen, Ph.D.
Biology Department MS 3280
3410 W Fort Wright Drive
Spokane, WA 99224
509-533-3666

Dear Dr. Hansen,

Thank you for submitting the "Inventory of exotic ants in the Pacific Northwest with specific reference to: European fire ants (*Myrmica rubra*), Argentine ants (*Linepithema humile*), velvety tree ants (*Liometopum spp.*) and odorous house ants (*Tapinoma sessile*)" proposal to the Norm Ehmann Pest Management Award. The committee takes every proposal under serious review and consideration to further our directive. Often we find we have more proposals worthy of support than we have funding available, and this year was no exception. Within the limit of allotted support, the Ehmann committee was able to fund your proposal this year for the amount of **\$9,295**. Please have your grant/award personnel coordinate with Adam Williams at adam.williams@wsu.edu, to facilitate an award contract to administer funding. We wish you the best of luck with your research and look forward to your results.

Respectfully,

Norm Ehmann Award Committee
Department of Entomology
Washington State University
PO Box 646382
Pullman, WA 99164-6382

Contract

Between

WASHINGTON STATE COMMISSION ON PESTICIDE REGISTRATION

And

SPOKANE FALLS COMMUNITY COLLEGE

Biology Department

This contract made by and between Washington State Commission on Pesticide Registration, (Commission) and Spokane Falls Community College (Contractor).

In consideration of the mutual premises hereinafter contained, the parties agree that this Contract will be performed in accordance with the following conditions:

GENERAL CONDITIONS

I SCOPE OF WORK

Accomplishment of the work entitled "Evaluation of Exotic Ants in the Pacific Northwest" as described in Exhibit A attached hereto and by reference incorporated herein.

II PERIOD OF PERFORMANCE

The period of performance of this Contract shall commence on 1/01/15 and be completed on 12/31/15 unless amended by written mutual agreement. No expenses will be reimbursed which are incurred prior to the commencement date or subsequent to the completion date.

III SOURCE OF FUNDS

The funding provided by this Contract represents State of Washington appropriations to the Commission.

IV ESTIMATED COST AND EXPENDITURE LIMITATION

The Commission will reimburse the Contractor for actual expenses incurred under the Contract but **not to exceed \$9,295.00** unless amended by written mutual agreement.

V ALLOWABLE COST AND PAYMENT

- A. The Commission will reimburse the Contractor for direct costs incurred in the performance of this Contract, provided that:
1. The total of such costs does not exceed the estimated costs as provided in Article IV herein;
 2. Progress and final technical reports are submitted as required in Article IX;
 3. Such costs were allowable by terms of this Contract; AND
 4. Such costs are incurred in accordance with Contractor's established policy and procedure.
- B. No indirect costs are allowed.
- C. No foreign travel is allowed.
- D. The Contractor will submit invoices billing Washington State Commission on Pesticide Registration for reimbursement at least quarterly, but not more often than monthly, to the following address:
- Washington State Commission on Pesticide Registration
Attn: Mike Petrusky/WSU
P. O. Box 646241
Pullman, WA 99164-6241
- E. In order for the Contractor to receive payment, the invoice must be in sufficient detail to indicate clearly the nature of all expenses in the format of the budget attachment (Exhibit B attached hereto).
- F. Invoice must include reference to the Commission contract number.
- G. Contractor may not advance invoice Commission for services or work not yet performed.
- H. The final invoice must be submitted within 30 calendar days after the completion date of this contract and must be marked "Final" by the Contractor.

VI BUDGET

- A. Unless otherwise provided in Special Conditions (Exhibit C attached hereto), the following type of expenditures require a written amendment to the contract:
1. Items of general-purpose equipment, e.g., office equipment and furnishings, air conditioning, reproduction equipment, automatic data processing equipment, etc.
 2. Individual items of equipment costing \$1,000 or more. All such items identified in the budget attachment (Exhibit B attached hereto) are automatically approved for acquisition. Title to all equipment acquired by the Contractor shall vest in Washington State Commission on Pesticide Registration upon acquisition.
 3. Any change of specific equipment items to be purchased as listed in approved equipment budget (Exhibit B attached hereto).
 4. Deviation of more than 10% from the major line items of the budget attachment (Exhibit B attached hereto).

VII COMMISSION'S PROGRAM ADMINISTRATOR

The Commission's Program Administrator is **Alan Schreiber**. The program Administrator is not authorized to amend or alter this Contract without the written mutual agreement of the parties hereto.

VIII CONTRACTOR'S PRINCIPAL INVESTIGATOR

The Contractor's Principal Researcher responsible for conduct of the work contemplated hereunder is **Laurel D. Hansen, Biology Department**. No change of Principal Researcher may be made without the prior written approval of the Commission's Program Administrator.

IX TECHNICAL REPORTS

The Contractor must provide such technical reports concerning the progress of the work as may be requested by the Program Administrator and a final technical report within 30 days after the end of the performance period.

Technical reports are to be mailed to Alan Schreiber, Program Administrator; Washington State Commission on Pesticide Registration, 2621 Ringold Rd., Eltopia, WA 99330

X INDEMNIFICATION

Each party to this Agreement is responsible for its own acts and omissions and the acts and/or omissions of its officers, employees, and agents. ARS liability shall be limited by the Federal Tort Claims Act 28 U.S.C. 2671, et seq.

XI FUNDING OUT

Contract payments after **June 30, 2015** are contingent upon continued state funding for the program. In the event the Legislature fails to appropriate funds beyond the current fiscal year, the Parties agree the Commission shall only be liable for the payment of those costs incurred before **July 1, 2015**. The payment of such costs constitutes the sole and exclusive remedy available to the Contractor in the event such non-appropriation occurs.

XII TERMINATION/MODIFICATION

This contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. Upon such action, the Contractor may make no further commitments under the Contract and must take all reasonable actions to cancel outstanding obligations. The total cost of the Contract shall then be negotiated between the Commission and the Contractor. This Contract may be modified in writing by mutual consent of both parties.

XIII NONDISCRIMINATION

The Civil Rights Act of 1964, 42 USC.2000d provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Education Amendments of 1972, 20 USC.1681-1686, prohibits the exclusion of persons on the basis of sex from any education program or activity receiving federal financial assistance. By acceptance of this Contract, the Contractor agrees that it will comply with all the laws stated herein.

XIV RECORDS/AUDIT

A. Records

1. The contractor will maintain adequate financial records in accordance with generally accepted accounting practices.
2. The transaction document(s) must clearly describe the nature of each expense, as authorized in the approved budget and/or terms of the agreement to substantiate costs.

B. Audit

The contractor shall preserve and make available all records related to the Contract for examination by Commission and/or their duly authorized representative:

1. Until the expiration of three (3) years from the date of submission of the final invoice and/or the completion or settlement date resulting from early termination of the Contract, and
2. Records relating to any litigation, claim or audit, started before the expiration of the three (3) year period shall be retained until the findings have been resolved; and
2. Any costs, which, upon audit, are found to be unallowable, will be reduced from future claims for reimbursement, or shall be refunded if the Contract has expired.

XV FEDERAL, STATE AND LOCAL TAXES

Except as may be otherwise provided in this Contract; the Contract price includes all applicable federal, state and local taxes and duties.

XVI LAW

This Contract shall be governed by, and construed in accordance with all applicable federal, state, and local laws, and any and all prevailing regulations.

XVII ASSIGNMENT

The Contractor shall not assign or transfer any interest in this contract to any third party without the prior written approval of the Commission.

EXHIBIT A, SCOPE OF WORK
(See Article I)

PMPs will collect ants concentrating on two pest ants that have the potential of seriously impacting the pest control industry. The European fire ant, an imported stinging ant, has spread throughout southern British Columbia with annual damage estimates over 100 million dollars. An inventory of urban ants will determine establishment parameters of this ant plus Argentine ants, a serious economic pest ant in southern US. Both ants were positively identified in Puget Sound areas and climatic conditions are favorable for its spread. Following collections and identifications, fieldwork will investigate the areas of distribution. New management strategies will be developed as their biology and habitats differ from other ants. Collections will also provide information on the distribution of native 'tramp' species important to the industry plus other native ants. Funding will provide informational seminars with industry companies, collection materials, and travel for fieldwork to investigate infested areas through regimented sampling protocols.

Objectives:

1. Evaluate/Inventory the distribution of European fire ants and Argentine ants in urban environments under the leadership of pest management professionals.
2. Observe and determine management strategies that can be applied to the management of European fire ants and Argentine ants by the pest control industry.
3. Provide current information on these pest ants to the pest management industry through seminars and presentations. This will include not only identification and distribution but differences in biology and behavior.
4. Evaluate/Inventory the distribution of odorous house ants and velvety tree ants in urban environments under the leadership of pest management professionals as these sites become available.
5. Inventory of native ants in areas where the ants listed above are located.

EXHIBIT B, BUDGET
(See Article IV and V)

Contract covers:

Salaries:

Post Doc; Techs	\$0.00
Benefits:	\$0.00
Hourly Workers	\$3,345.00
Travel (mileage)	\$4,900.00
Other: Supplies	\$1,050.00

Total awarded:	\$9,295.00
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EXHIBIT C, SPECIAL TERMS AND CONDITIONS

None

SPECIAL CONDITIONS

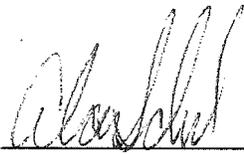
The Special Conditions, if any, attached hereto as Exhibit C and by reference incorporated herein apply to this Contract, and in case of any conflict between the General Conditions and the Special Conditions, the latter will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

**WASHINGTON STATE COMMISSION
ON PESTICIDE REGISTRATION**

SPOKANE FALLS COMMUNITY COLLEGE

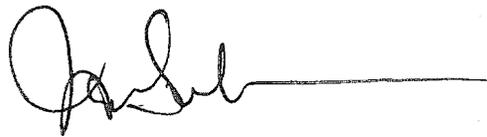
Approved by:

 March 20, 2015

Alan Schreiber

Date

WSCPR Administrator



Janet Gullickson 4/15
Date

Administrator

Tax ID Number: 91-0824678

Contractor Address:

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