

**KITSAP COUNTY NOXIOUS WEED CONTROL PROGRAM  
STEWARDSHIP ASSISTANCE AGREEMENT**

This Stewardship Assistance Agreement (“Agreement”) is entered into by and between Kitsap County, a municipal corporation with its principal offices at 614 Division Street, Port Orchard, Washington 98366 (“County”), and \_\_\_\_\_ (“Landowner”), residing at \_\_\_\_\_, regarding Parcel No. \_\_\_\_\_ (“Property”).

**SECTION 1. EFFECTIVE DATE AND TERM**

This Agreement becomes effective upon approval by the County and signature of Landowner. The term of this Agreement shall be two (2) years from the effective date, unless earlier terminated as provided herein.

During the term, the County is authorized to enter the Property to inspect, monitor, and control priority noxious weeds in accordance with this Agreement and the Management Plan (Exhibit A).

**SECTION 2. PURPOSE**

The purpose of this Agreement is to support the control and prevention of priority noxious weeds on private property where such conditions may pose risks to public health, safety, natural resources, or neighboring properties.

Through this program, the County provides assistance to qualifying landowners to reduce the spread of noxious weeds and promote long-term ecological health for the benefit of the public.

**SECTION 3. WORK TO BE PERFORMED**

3.1 The County agrees to:

- a. Prepare or approve a Management Plan tailored to the Property;
- b. Provide up to two thousand five hundred dollars (\$2,500) in services, including labor, contractor services, herbicide application, and related work;
- c. Coordinate with Program personnel and contractors to implement the Management Plan;
- d. Conduct monitoring and follow-up treatments as needed, subject to funding availability;
- e. Provide at least three (3) business days’ notice prior to herbicide applications, except in urgent situations where immediate action is necessary to prevent spread or protect public health or safety;
- f. Ensure all work is performed in accordance with applicable laws, regulations, and best management practices.

3.2 The Landowner agrees to:

- a. Follow the Management Plan and perform assigned tasks;
- b. Provide reasonable access to the Property, including securing animals and removing access

barriers;

- c. Avoid disturbing treated areas except as directed in the Management Plan;
- d. Provide requested updates or allow site visits for monitoring purposes;
- e. Notify the County of regrowth or spread of noxious weeds;
- f. Comply with applicable laws and not apply treatments inconsistent with the Management Plan.

#### **SECTION 4. COST**

The County agrees to provide up to two thousand five hundred dollars (\$2,500) in services under this Agreement. No monetary reimbursement will be made to the Landowner.

Any work or costs beyond the scope of the Management Plan are the responsibility of the Landowner. Additional services may be provided at the County's discretion, subject to funding availability.

#### **SECTION 5. RIGHT OF ENTRY AND NOTICE**

The Landowner grants the County and its authorized personnel permission to enter the Property during the term of this Agreement for inspection, monitoring, and treatment of noxious weeds.

The County will provide reasonable notice prior to entry, including at least three (3) business days' notice before herbicide applications, except in urgent situations where advance notice is not practicable. In such cases, the County will make reasonable efforts to notify the Landowner as soon as possible.

Work will generally occur during reasonable daylight hours unless otherwise agreed.

#### **SECTION 6. PROGRAM PRACTICES**

Program activities will follow the Management Plan and applicable best management practices. This may include targeted herbicide application, manual removal, and other approved control methods.

Under this program:

- a. Herbicide use will comply with all label requirements and applicable laws;
- b. Treatments will be targeted and not involve indiscriminate broadcast spraying;
- c. Appropriate formulations will be used near water or sensitive areas;
- d. Work will be conducted under suitable environmental conditions.

This section is intended to provide general program information and does not create obligations independent of the Management Plan.

## **SECTION 7. ADJACENT PROPERTIES (If applicable, Exhibit B)**

Treatment along shared property boundaries will occur only with written consent from adjacent property owners. Such consent will be documented separately and does not make adjacent property owners parties to this Agreement.

## **SECTION 8. TERMINATION**

The County may suspend or terminate this Agreement upon written notice if:

- a. The Landowner fails to comply with the terms of this Agreement or the Management Plan;
- b. Funding is withdrawn or limited;
- c. Site conditions prevent safe or effective work; or
- d. The work becomes infeasible or inappropriate.

The Landowner may withdraw from the program prior to the commencement of work. If withdrawal occurs after work has begun, the County may discontinue further assistance.

Failure to comply with this Agreement may result in denial of future program participation.

## **SECTION 9. SUCCESSORS AND ASSIGNS**

The Landowner shall notify the County within thirty (30) days of any transfer of ownership of the Property and provide the new owner with a copy of this Agreement and the Management Plan.

## **SECTION 10. DISPUTES**

The parties shall first attempt to resolve disputes through good faith negotiation. If a dispute cannot be resolved, either party may request a non-binding dispute review by a three-member panel, with each party selecting one member and those members selecting a third.

## **SECTION 11. CHOICE OF LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Washington. Any legal action arising under this Agreement shall be brought in a court of competent jurisdiction in Kitsap County, Washington.

## **SECTION 12. LIABILITY AND INDEMNIFICATION**

To the extent permitted by law, the Landowner agrees to indemnify, defend, and hold harmless the County, its officers, employees, and agents from claims arising out of the Landowner's negligent acts or omissions under this Agreement.

Nothing in this Agreement shall be construed as a waiver of any immunities or protections available to the County under Washington law.

**SECTION 13. MISCELLANEOUS**

13.1 Jurisdiction of Property. This Agreement does not authorize the County to assume jurisdiction over, or any ownership interest in, the Property. The Landowner retains sole responsibility for taxes, assessments, maintenance, damage claims, and control of trespass. The Landowner retains all rights and benefits of property ownership except as expressly provided in this Agreement.

13.2 Legal Compliance. All parties shall comply with all applicable federal, state, and local laws, rules, and regulations in the performance of this Agreement.

13.3 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed from this Agreement. The remaining provisions shall remain in full force and effect.

13.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous oral or written understandings, representations, or agreements.

13.5 Survival. Any provisions of this Agreement which by their nature should survive expiration or termination shall remain in effect, including but not limited to indemnification, dispute resolution, and liability provisions.

13.6 Authority. Each party represents and warrants that it has full authority to enter into this Agreement and that the individual signing on its behalf is authorized to bind the party.

IN WITNESS WHEREOF, the parties have executed this Agreement.

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Kitsap County Noxious Weed Coordinator Date

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Landowner Signature / NAMES Date

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Landowner Signature / NAMES Date