



CLARK COUNTY
STAFF REPORT

DEPARTMENT/DIVISION: Environmental Services / Resource Enhancement and Permitting /
Vegetation Management

DATE: April 22, 2014

REQUEST: Authorize the Environmental Services Director to sign a grant agreement
for noxious weed control with the Washington State Department of
Agriculture in the amount not to exceed \$2,000.

CHECK ONE: Consent Hearing Chief Administrative Officer

BACKGROUND: Washington State Department of Agriculture (WSDA), through the State Noxious Weed Control Board, distributes funding annually to counties with active noxious weed control programs. Applications for the funds are solicited, and awards are made based on equal distribution of available monies to all counties that apply. WSDA has recently released a solicitation for the eradication or control of noxious and quarantine weeds in Washington State.

Environmental Services was successful in its proposal and was awarded \$2,000 for the control of milk thistle, a state-listed Class A noxious weed, in Clark County. Environmental Services is seeking authority to enter into an agreement with WSDA for funds to focus eradication efforts on the Class A species milk thistle in strategic locations in the County.

COMMUNITY OUTREACH: Environmental Services seeks to inform and educate landowners about noxious weeds through property visits, landowner discussions and outreach at community events. Environmental Services is committed to working closely with affected landowners to help provide a means to control and eradicate noxious weeds. Affected landowners will be contacted by mail or site visits for permission to control weeds covered under these grants.

BUDGET AND POLICY IMPLICATIONS: The grant agreement will offset General Fund allocation for this program, which is a positive budget impact.

FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

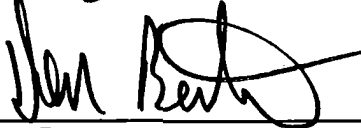
ACTION REQUESTED: Authorize the Environmental Services Director to sign a grant agreement for noxious weed control with the Washington State Department of Agriculture in the amount not to exceed \$2,000.

DISTRIBUTION: Please return the approved staff report to Environmental Services Administration.



Kevin Tyler
Resource Enhancement and Permitting Manager

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS



Don Benton
Environmental Services Director

4-23-14

Date

Approved = April 29, 2014
SR 81-14

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FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I.A - Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

Through the Washington State Department of Agriculture Class A Noxious Weed Eradication Program financial assistance is available for Clark County to focus efforts on eradication of milk thistle in the County. Environmental Services will work with affected landowners to provide education and weed control.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001/General Fund	\$2,000.00					
Total:	\$2,000.00		\$0.00	\$0.00	\$0.00	\$0.00

II.A - Describe the type of revenue (grant, fees, etc.)

Washington State Department of Agriculture grant funding to conduct survey and control activities for eradication of milk thistle in Clark County. The WSDA Class A Noxious Weed Eradication Program does not require an in kind match. However, through in-kind services provided by Vegetation Management staff time and equipment, Environmental Services will leverage these grant funds for a more effective eradication effort on milk thistle.

Part III: Estimated Expenditures

III.A - Expenditures summed up

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001/General Fund	\$2,000.00					
Total:	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

III.B = Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits	\$2,000.00					
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total:	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**INTERAGENCY AGREEMENT
BETWEEN
THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
CLARK COUNTY
AND ITS AGENT
THE CLARK COUNTY NOXIOUS WEED CONTROL BOARD**

THIS AGREEMENT is made and entered into by and between the Washington State Department of Agriculture, hereinafter referred to as "WSDA," and Clark County Noxious Weed Control Board, hereinafter referred to as "Clark County."

IT IS THE PURPOSE OF THIS AGREEMENT to provide funding for eradication of the Class A noxious weed milk thistle (*Silybum marianum*) in Clark County.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Clark County, through its agent the Clark County Noxious Weed Control Board, shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" which is attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on a fully executed contract, and be completed on or before June 30, 2014, unless terminated sooner as provided herein.

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 determined that the cost of accomplishing the work herein will not exceed \$2,000. WSDA will not authorize reimbursement for administrative overhead charges. Only reasonable costs incurred directly related to the activities specified in the plan of work (Attachment A) will be reimbursed under this Agreement. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded.

BILLING PROCEDURE

Clark County shall submit a properly completed invoice to the WSDA Agreement administrator. Payment to Clark County for approved and completed work will be made by warrant or account transfer by WSDA within 30 days of receipt of the properly completed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier. In no case can this be more than 10 days past the end of the biennium.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. Documents must also support

performance and costs of any nature expended in the performance of this Agreement. 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 of the Agreement 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, consistent with applicable laws. 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.

RIGHTS IN DATA

Unless otherwise provided, 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 WSDA. 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.

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.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be 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.

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 the Agreement prior to the effective date of termination.

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 15 working days of receipt of written notice. If the failure or violation is not corrected, this Agreement may be terminated immediately upon receipt of written notice of the aggrieved party to the other.

CONFLICT OF INTEREST

WSDA may, by written notice to Clark County, terminate this Agreement if it is found after due notice and examination by the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, that there is a violation of the State Ethics Law, chapter 42.52 RCW; or any similar statute involving Clark County in the procurement of or

performance under this Agreement. Unless stated otherwise, the signatory of this Agreement is the Director's designee.

In the event this Agreement is terminated as provided above, WSDA shall be entitled to pursue the same remedies against Clark County and its agent the Clark County Noxious Weed Control Board as it could pursue in the event of a breach of the Agreement by Clark County. The rights and remedies of WSDA provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

FUNDING CONTINGENCY

WSDA may unilaterally terminate all or part of this contract, or may reduce its plan of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Agreement.

DISPUTES

In the event that a dispute arises under this Agreement, 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.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Clark County and its agent the Clark County Noxious Weed Control Board shall ensure that all contractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Clark County and its agent the Clark County Noxious Weed Control Board shall also ensure that all contractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

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 a lawsuit involving this contract, venue shall be proper only in Thurston County, Washington.

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. The Terms and Conditions of this Agreement;
- c. Plan of work (Attachment A);
- d. Proposal (Attachment B); and
- e. Any other provisions of the Agreement, including material incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, 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.

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 writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

ALL WRITINGS CONTAINED HEREIN

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.

CONTRACT MANAGEMENT

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

The Agreement administrator for WSDA is: Alison Halpern, Executive Secretary
WA State Noxious Weed Control Board
P.O. Box 42560
Olympia, Washington 98504-2560
Phone: (360) 902-2053
Fax: (360) 902-2094
ahalpern@agr.wa.gov

The Agreement administrator for Clark County is: Mike Monfort, Coordinator
Clark County Noxious Weed Control Board
11104 NE 149th Street - Building C, Suite 200
Brush Prairie, WA 98606
Phone: (360) 397-6140
Mike.Monfort@clark.wa.gov

All communications between the parties relating to this Agreement and any billings and payments will be directed to those persons. Either party may change administrators by notifying the other in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
DEPT. OF AGRICULTURE

CLARK COUNTY

By: _____ By: _____
Title: _____ Title: _____
Date: _____ Date: _____

ATTACHMENT A
Plan of Work
Clark County
and its agent the Clark County Noxious Weed Control Board
Milk Thistle Eradication
Ending June 30, 2014

The Clark County Noxious Weed Control Board will treat the class A noxious weed milk thistle (*Silybum marianum*) with the goal of eradication.

Reimbursement for travel expenditures shall not exceed allowable costs as set forth in Washington State travel regulations, contained in the Office of Financial Management State Administrative and Accounting Manual, Chapter 10, Section 90.

DELIVERABLES

The Clark County Noxious Weed Control Board will accomplish all proposed tasks as stated in the proposal (Attachment B). The Clark County Noxious Weed Control Board shall submit a final written report to Alison Halpern, WA State Noxious Weed Control Board, on or before June 30, 2014. The report shall include, at a minimum, the following information:

1. Details of herbicide use including application methods, rates and equipment.
2. Flower and seed head control details.
3. Copies of spray records where applicable.
4. Digital and hard copy photos of the infestation before, during and after treatment.
5. Details of communication with landowners where applicable.
6. Future plan for follow-up treatments and infestation monitoring.

Attachment B, Proposal

<p>Applicant's name, agency/organization name, primary contacts, U.S. Mail address, email address, and phone number.</p>	<p>Kara Hauge, Clark County Department of Environmental Services- Vegetation Management 11104 NE 149th St. Bldg C, Suite 200, Brush Prairie, WA. 98606 Kara.hauge@clark.wa.gov office :(360)397-6140 fax: (360) 397-6122</p>
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<p>Please provide brief background information about lead organization and partners.</p>	<p>Clark County Vegetation Management (CCVM) is comprised of five volunteer weed board members, ten county employees, up to ten seasonal employees, and additional volunteers. CCVM provides a wide range of services: invasive species education; enforcement of the state weed law; control of noxious weeds on county properties, including restoration plantings; and rights of way vegetation control. CCVM practices and promotes integrated weed management utilizing cultural, chemical, biological, and mechanical control methods; emphasizing cost-efficiency and human and environmental health.</p>
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<p>Name of the Class A noxious weed</p>	<p>Milk thistle, <i>Silybum marianum</i>- Washington State Class A noxious weed.</p>
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<p>Current total known acreage in your county (please specify if using total infested acreage or solid acreage). How much of this acreage/infestation will be treated for this Class A eradication project?</p>	<p>Nine solid acres- all will be treated.</p>
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<p>Please briefly describe the nature of the known infestation in your county including: number of known populations or sites (if applicable); geographic extent; habitat types; public or</p>	<p>Milk thistle has been documented in Clark County since 2000. Known milk thistle infestations exist mainly in the Southwest portion</p>
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<p>private land. Do you plan to treat all sites in your county or will you target specific sites?</p>	<p>of Clark County, on or near the Port of Vancouver and Burlington Northern Santa Fe properties. CCVM employees identified 22 private parcels and 14 public parcels with milk thistle in 2013. The density of these patches range from areas with a homogenous monostand to areas with limited infestation and largely intact native flora. CCVM intends to treat all sites in Clark County.</p>
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<p>Dollar amount of funding requested for FY14 (\$2.5K max.)</p>	<p>Clark County Vegetation Management is requesting \$2,000 from the WSNWCB to complete this project.</p>
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<p>Matching funds, whether cash or in-kind, offered by other project partners. Note that matching funds are not required, but discussion and disclosure of matching funds are required. If there are no matching funds, please state this.</p>	<ul style="list-style-type: none"> • Burlington Northern Santa Fe Rail Road: 5 hours @ \$130/hr \$650 • Clark County Environmental Services: 10 hours @ \$55/hr \$550 • Washington Department of Transportation: 3 hours @ \$65/hr \$195 • City of Vancouver: 6 hours @ \$65/hr \$390 • Port of Vancouver: 20 hours @ \$65/hr \$1,300
<p>What IPM methods and materials are to be used in the eradication project? Include information on the timing of each control measure. Please note that all treatments paid for with funds from Fiscal Year 2014 <i>must</i> occur on or before June 30, 2014.</p>	<p>For the past several years, CCVM has been using a combination of methods for the treatment of milk thistle, including cutting and bagging of seed heads and foliar treatments with select herbicides. The majority of milk thistle infestations will receive a foliar herbicide treatment of Milestone VM Plus, EPA Reg. No. 62719-572, containing aminopyralid and triclopyr amine. Aminopyralid was chosen as it is the safest broadleaf chemical available recommended by the 2009 Pacific Northwest Weed Management Handbook to control milk thistle. All herbicide applied will follow labeled rates. Most herbicide applications will be spot spray from backpack units with an appropriate non-ionic surfactant. An ATV or truck may be used for large or dense infestations. Mechanical control of milk thistle can be performed up to the June 30th deadline. All herbicide treatment will be completed before seed forms or early June.</p>
<p>Please describe steps to assure that all applicable laws will be followed if herbicides are used, e.g., permit coverage, applicant licensing, site-posting.</p>	<p>All CCVM employees who will be involved with this control project have their pesticide applicators license. All local, state, and federal laws will be followed during the duration of this control project. All applicable permits will be received prior to the start of this project.</p>
<p>Brief discussion of whether enforcement</p>	<p>Clark County Vegetation Management, with the</p>

<p>of Washington State noxious weed law is likely to be necessary in the process of the eradication. If enforcement is likely to be necessary, description of the readiness of involved county weed board(s) to carry out such enforcement within the proposal period.</p>	<p>support of the County Weed Board, actively educates and enforces the state weed law. The board is committed to class A weed eradication, and all Washington State Noxious Weed Control Board- funded projects will be supported by enforcement, if needed. It has been our experience that nearly all landowners will readily cooperate with the Washington State Noxious Weed Control Board- funded activities, as our past projects have been well received.</p>
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<p>Estimated date when the current infestation would be eradicated (no living plants or propagules), if it were assumed that the requested funding and the matching funds of project partners were continued annually.</p>	<p>Eradication of an infestation is defined as the absence of any noxious weeds on a given site for three consecutive years. The timeline for successful eradication of milk thistle in Clark County is estimated at 8 years based on seed viability and current level of known infestations.</p>
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<p>If the infestation to be eradicated lies in more than one county or jurisdiction, a description of any coordinated efforts to treat and eradicate the entire infestation in all applicable jurisdictions.</p>	<p>CCVM partners with neighboring counties and related entities to achieve mutually beneficial results. CCVM is an active member in both the 4 County CWMA and the Southwest Washington CWMA. All known infestations within Clark County will be addressed. This will be achieved through relationships that have been established with landowners and agencies within all jurisdictions of infested areas.</p>
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<p>Please describe any post-eradication plans to monitor the project area, prevent, and respond to any reinfestation. Will you be conducting any outreach with landowners to help in early detection?</p>	<p>Infestations will be monitored to determine success of the control method. Any remaining milk thistle will be retreated and monitored as necessary. In addition, all known sites will be monitored for several years to ensure seed bank depletion. Annual rye grass will be sown in the fall after treatment of milk thistle in bare ground areas to provide cover, or at sites where erosion is an issue. Landowners have been previously</p>
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	<p>contacted and made aware of the presence of milk thistle on their property or in the immediate area. Educational material has been distributed to landowners within the project area in 2012 and 2013. With funding from the WSNWB, CCVM will again send out educational pamphlets along with waivers not only to landowners with known infestations, but also to neighboring properties.</p>
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	Hours	Hourly Rate/unit	Funds Requested From WSNWB	Costs supplied by CCVM & Partners
LABOR				
CCVM Project Supervisor +truck/gas/maint.	40hrs	\$57/hr		\$2,280
CCVM office staff	20hrs	\$29/hr		\$580
CCVM field inspector	40hrs	\$55/hr		\$2,200
Temp. Employee	80hrs	\$24/hr	\$1,920	
BNRR contractor Rumble Spray, Inc.	5hrs	\$130/hr		\$650
CC Environmental Services	10hrs	\$55/hr		\$550
WSDOT	3hrs	\$65/hr		\$195
City of Vancouver	6hrs	\$65/hr		\$390
Port of Vancouver	20hrs	\$65/hr		\$1,300
EQUIPMENT-SUPPLIES				
Truck + gas/maint	1 month	\$600/month	\$ 80	
Backpack sprayers	2			\$180
Waivers, envelopes Stamps, Pamphlets				\$200
Grass Seed for Cover	160lbs	\$0.60/lb		\$100
HERBICIDE				
Capstone	5gallons			
Competitor (Surfactant)	2.5gallons			
TOTAL			\$2000	