

CLARK COUNTY STAFF REPORT

DEPARTMENT: Environmental Services\Resource Enhancement & Permitting\Vegetation Management

DATE: April 26, 2016

REQUESTED ACTION: Authorize the County Manager to sign two (2) grant agreements with the Washington State Department of Agriculture for performing noxious weed control on Class A noxious weeds false brome and goatsrue, not to exceed \$2,500 and \$2,360, respectively.

Consent Hearing County Manager

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 two proposals and was awarded \$2,500 for the control of false brome and \$2,360 for the survey and control of goatsrue, both of which are state-listed Class A noxious weeds in Clark County. Environmental Services is seeking authority to enter into an agreement with WSDA for funds to focus eradication efforts on these two (2) Class A noxious weed species in strategic locations in the County.

COUNCIL POLICY IMPLICATIONS

This action does not propose a new policy, change in policy, or refinement of an existing policy. The action does confirm an existing policy. The county routinely seeks state and federal funding sources to perform the work required by state and federal regulations. Entering into these two (2) grant agreements will afford Clark County a better opportunity for complying with state noxious weed control laws.

ADMINISTRATIVE POLICY IMPLICATIONS

See Council Policy Implications above. This action does not propose a new policy, change in policy, or refinement of an existing policy, but does confirm an existing policy.

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 IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

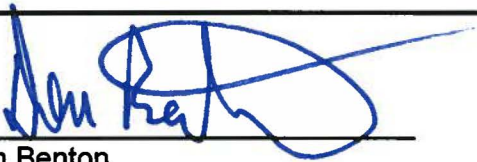
Local Fund Dollar Amount	
Grant Fund Dollar Amount	\$4,860
Account	General fund
Company Name	

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

Attachments

Budget Impact Statement; WSDA Interagency Agreements K1933 and K1924.



Don Benton
Environmental Services Director



Kevin Tyler
Division Manager

APPROVED: 
Marc Boldt, Chair
Clark County Board of Councilors

APPROVED: 
Marc McCauley
Acting County Manager

DATE: April 26, 2016

SR #: _____

SR 089-16

BUDGET 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

The request is to authorize the County Manager to sign two (2) grant agreements with the WSDA for performing noxious weed control on Class A noxious weeds false brome and goatsrue, not to exceed \$2,500 and \$2,360, respectively. Expenses for these grants are already programmed in the Vegetation Management budget for 2015-2016.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001 – General Fund	4,860	4,860				
Total	4,860	4,860				

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

Costs associated with the agreement will be reimbursed to Environmental Services by the WSDA upon submittal of a properly completed invoice to the WSDA Agreement Administrator. Revenue from these grants was anticipated in development of the 2015-2016 Vegetation Management budget.

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001 – General Fund		4,860	4,860				
Total		4,860	4,860				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits	4,860	4,860				
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	4,860	4,860				

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
CLARK COUNTY
AND ITS AGENT
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, hereinafter referred to as "Clark County."

IT IS THE PURPOSE OF THIS AGREEMENT to provide Clark County and its agent Clark County Noxious Weed Control Board, funding for a project to survey for and control goatsrue (*Galega officinalis*) in Clark County.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Clark County through its agent 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

Regardless of the date of signature and subject to its other provision, this Agreement shall commence on April 1, 2016, and be completed on or before June 30, 2016, 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 \$2,360.00. Only reasonable costs identified in Attachment "A", incurred directly related to the Clark County Goatsrue Project, will be reimbursed to Clark County 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. Compensation for service(s) shall be as set forth in accordance with the budget in Attachment "B" which is attached hereto and incorporated herein.

BILLING PROCEDURE

Clark County shall submit properly completed invoices quarterly to the WSDA Agreement administrator. Reference WSDA Contract Number K1933 on all invoices. 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; chapter 42.23 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 Clark County Noxious Weed Control Board as it could pursue in the event of a breach of the Agreement by Clark County or its agent Clark County Noxious Weed Control Board. 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.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Clark County and its agent 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 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. Plan of Work (Attachment A);
- c. Budget (Attachment B); and
- d. Any other provisions of the Agreement, including material incorporated by reference.

ATTACHMENT A
Plan of Work
Clark County
and its agent Clark County Noxious Weed Control Board
Clark County Goatsrue Project
April 1, 2016 to June 30, 2016

County Partnership Control Criteria:

Clark County through its agent, the Clark County Noxious Weed Control Board, will conduct survey for and control of goatsrue (*Galega officinalis*) in Clark County. Control efforts will focus on using the best integrated management practices known for the target species. Any control shall include field survey directly associated with the areas to be treated.

Minimum work specifications: personnel of the Clark County Noxious Weed Control Board and its cooperators or contractors will use an integrated weed management approach which includes hand-pulling, foliar applications of herbicides that have the appropriate labels, or other control methods as deemed appropriate, and site restoration if applicable. All control methods will be employed consistent with the laws, rules and regulations of Washington State and of Clark County (when applicable) and (if applicable) the *Noxious Emergent Plant Management Environmental Impact Statement (EIS)* first published in November 1993, and all subsequent amendments to the EIS. The Clark County Noxious Weed Control Board, or subcontractors to Clark County, must enter into a contract with WSDA under which Clark County, or subcontractors to Clark County, act as limited agents to carry out noxious and quarantine weed control for WSDA under the "Aquatic Noxious Weed Control National Pollutant Discharge Elimination System Waste Discharge General Permit" (NPDES permit) prior to the performance of any activity pursuant to this Agreement for treatments at aquatic sites, including riparian zones. Herbicide treatments may only occur at times allowed under provisions of the NPDES permit and must comply with conditions specified in such permit.

All personnel, whether partner agencies, subcontractors or county employees, will work closely with the Clark County noxious weed control coordinator and the WSDA noxious weed control coordinator. Work will only take place on property for which the Clark County Noxious Weed Control Board has obtained prior written permission for entry and treatment from the landowner or tenant. Landowners will be highly encouraged to overseed desirable species in the treatment areas to create competition and establish natural weed-free barriers.

Expenditures:

The funds provided to Clark County will be utilized for staff wages, salaries benefits, and travel to perform survey for and associated control work of goatsrue in Clark County. Items such as maps, computer programs, models or other costs not specified in this document will not be reimbursed unless the expenditure is specifically authorized in advance in writing by WSDA. All billings under this contract shall be submitted by Clark County.

Coordination:

The Clark County Goatsrue Project will be coordinated with any federal, state, local and private control efforts.

Deliverables:

The Clark County Noxious Weed Control Program Coordinator will submit written reports to the WSDA Agreement Administrator, documenting the work conducted on target species in Clark County as follows: A full final report is due by June 30, 2016. The final report should include acres treated and history of site; treatment techniques used including equipment and herbicide used; number of landowners assisted; partners involved; difficulties or problems encountered; outreach efforts; plans for next year; ideas for improvement; any other notable outcomes (e.g. all known populations treated, no regrowth observed at 75% of sites, surveys show no targeted species found in a particular area, etc.); GPS derived location information along with any GIS information available and photo documentation including before and after treatment photos; and number and kinds of educational materials produced if applicable. Final payment under this Agreement will not be made until the season ending summary report is accepted by WSDA.

These deliverables are separate from and in addition to any reporting requirements associated with limited agent status under WSDA's Aquatic Noxious Weed Control NPDES General Permit coverage.

ATTACHMENT B
Budget
Clark County
and its agent Clark County Noxious Weed Control Board
Clark County Goatsrue Project
April 1, 2016 to June 30, 2016

Total payment to Clark County and its agent Clark County Noxious Weed Control Board will not exceed \$2,360.00 in fiscal year 2016 (i.e., April 1, 2016 through June 30, 2016).

1. Staff salaries, wages, benefits, travel.....	\$2,360
TOTAL:	\$2,360

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.

**INTERAGENCY AGREEMENT
BETWEEN
THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE
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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 False Brome (*Brachypodium sylvaticum*) 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, 2016, 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 \$2,500. 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. Reference WSDA Contract number K1924 on each invoice. 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.

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: Casey Gozart, Field Inspector
Clark County Noxious Weed Control Board
11104 NE 149th Street, Building C
Bush Prairie, WA 98606
Phone: 360-397-6140
casey.gozart@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: _____
Title: _____
Date: _____

By: 
Title: Deputy County Manager
Date: 4-27-16

Approved as to form only:

By: 
Deputy Prosecuting Attorney

ATTACHMENT A

Plan of Work
Clark County
And its agent the Clark County Noxious Weed Control Board
False Brome Eradication
Ending June 30, 2016

The Clark County Noxious Weed Control Board will treat the class A noxious weed False Brome (*Brachypodium sylvaticum*) 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 the Washington State Noxious Weed Control Board, on or before June 30, 2016. 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

Clark County Vegetation Management Proposal to Eradicate False Brome, *Brachypodium sylvaticum*

FY15 Class A Noxious Weed Eradication Program Request for Proposals Washington State Noxious Weed Control Board

Applicant's name: Casey Gozart, Field Inspector
Agency/organization name: Clark County Noxious Weed Control Board
Mailing address: 11104 NE 149th Street, Building C: Bush Prairie, WA 98606
Email address: casey.gozart@clark.wa.gov
Phone number: Office: 360-397-6140

Please provide brief background information about the lead organization and partners:

Clark County Vegetation Management (CCVM) is comprised of five volunteer weed board members, nine county employees, up to eight seasonal employees, and additional volunteers. Kevin Tyler is Division Manager, Mike Monfort is Weed Board Coordinator, and Casey Gozart is Natural Areas Field Inspector. CCVM provides a wide range of services: invasive species education; enforcement of the state weed law; control of noxious weeds on county properties; planting and maintenance of habitat restoration projects; and rights of way vegetation control. CCVM practices and promotes integrated weed management, utilizing physical, mechanical, cultural, biological, and chemical control methods, emphasizing cost-efficiency and human and environmental health.

Name of the Class A noxious weed: False Brome

Current total known acres in your county (please specify if using total infested acreage or total solid acreage):

105 infested acres

How much of this acreage/infestation will be treated in this proposed Class A eradication project?
100%.

Please briefly describe the nature of the known infestation, including number of known sites or populations (if applicable), geographic extent, habitat types, and if the infestations are on private lands, public lands, or both.

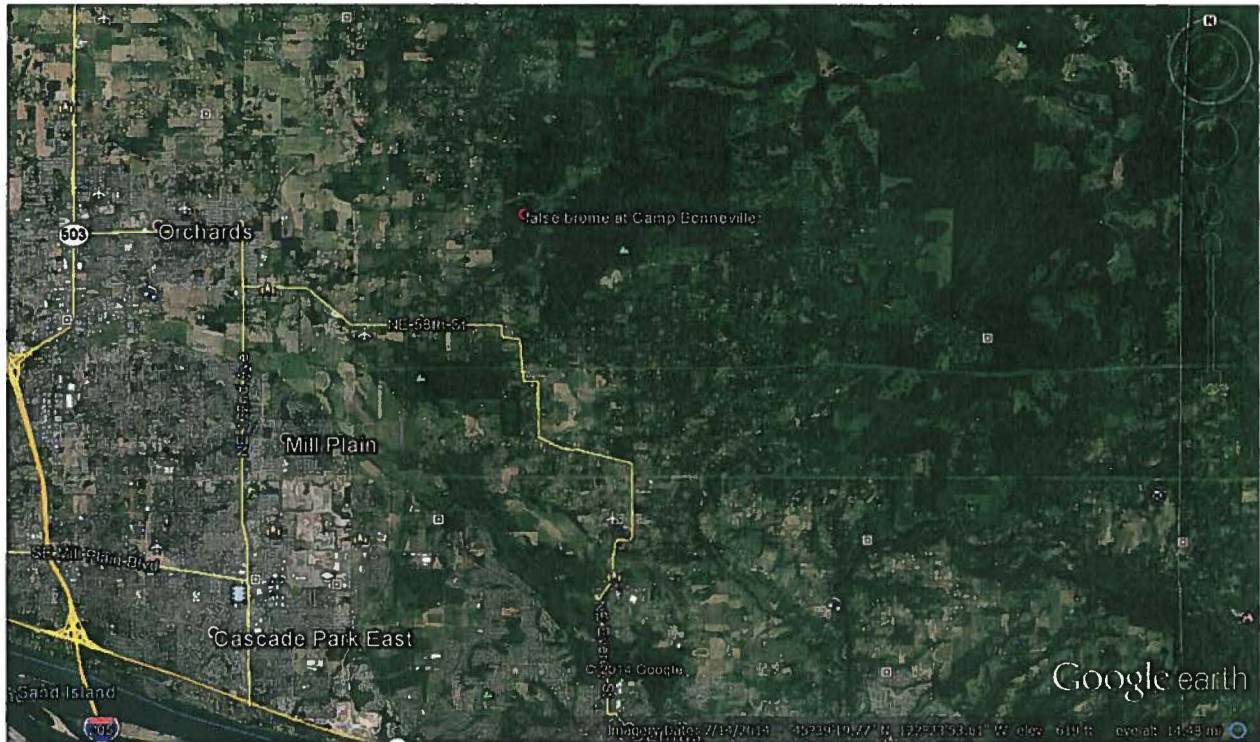
False brome was discovered in May 2014 at Camp Bonneville, a 3800 acre former Army training facility that is undergoing cleanup operations and will become a park open to the public. Camp Bonneville lies at the base of the Cascade foothills, with Department of Natural Resources lands to the east. In 2014, the known false brome patches were within about 20 infested acres on the west side of the property, which is primarily Douglas fir forest.

The 2015 survey and eradication project, funded in part by Washington State Noxious Weed Control Board, revealed false brome presence in approximately 105 acres. In addition, a small patch of false brome was found on private property immediately on the other side of the Camp Bonneville western boundary fence. All plants found, including those on the private parcel, were treated with glyphosate herbicide.

The hairy-stemmed checker-mallow, *Sidalcea hirtipes*, state-listed as Threatened, is found not far to the northeast of the main false brome infestation, with smaller false brome patches located along gravel roads to the north and south of the *Sidalcea* site.

This is the first false brome infestation known to exist in Clark County and possibly only the third infestation in Washington State, following Beacon Rock State Park in Skamania County and an I-5 rest area in Cowlitz County, both discovered in 2007.

**FY15 Class A Noxious Weed Eradication Program Request for Proposals
Washington State Noxious Weed Control Board**



Do you plan to treat all sites in your county or jurisdiction, or will you target specific sites?
All.

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 by this pass-through funding must occur on or before June 30, 2016.

As we had success with control last year, we will again primarily utilize glyphosate herbicide. In appropriate areas, herbicide control will be followed by seeding with competing grasses. Herbicide treatments will take place in May and June. If we are confronted with a wet spring and early summer, mowing will take place in June, before seed set, followed by a fall herbicide treatment after the funding window.

Please briefly describe steps to assure that all applicable laws will be followed if herbicides are used, e.g., permit coverage, applicant licensing, site-posting.

As Camp Bonneville is managed by Clark County and currently not open to the public, herbicide treatments are fairly straightforward. Also, the false brome is not found in riparian areas so NPDES permitting is not needed. Casey Gozart is a licensed applicator, #66216.

Brief discussion of whether enforcement 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.

Clark County Vegetation Management, with the 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 Washington State Noxious Weed Control Board-funded activities, as our past projects have been well received.

**FY15 Class A Noxious Weed Eradication Program Request for Proposals
Washington State Noxious Weed Control Board**

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.

As the known false brome infestation is far from other jurisdictions, we do not anticipate needing to coordinate efforts with other entities.

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?

CCVM will continue to monitor and perform control work in succeeding years. Private property owners bordering Camp Bonneville will receive information about false brome and we will provide pamphlets at public outreach events.

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.

Seed bank longevity studies are incomplete, but two to three years of viability appears to be generally accepted. If all plants are found and controlled each year, the infestation could be eradicated in three years (fall of 2018) followed by a final year of monitoring to confirm eradication.

Dollar amount of funding requested for FY15 (\$2.5K maximum): \$2,500

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.

See "Budget" section, below.

Budget. Estimated project budget. Show estimates for in-kind contributions, personnel salaries and benefits, travel, supplies, equipment, etc. Please note that the maximum amount available per county is \$2.5K.

Labor	Hours	Rate	Funds Requested from WSNWCB	Costs Supplied by Clark County
Project Supervisor + vehicle	20	\$55/hr.		\$1100
Field Tech + vehicle	80	\$40/hr.		\$3200
WCC Crew (5 workers)	400	\$875/day	\$2500	\$4500
Materials	Units	Cost/Unit	Funds Requested from WSNWCB	Costs Supplied by Clark County
Roundup Pro Concentrate	5 gal	\$20/gal		\$100
Backpack sprayers	2	\$110		\$220
Seed, <i>Elymus glaucus</i>	50 lbs.	\$7/lb.		\$350

Totals			\$2500	\$9470
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