

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Sophie DeGroot, Noxious Weed Control Coordinator

DATE: September 25, 2023

SUBJECT: Noxious Weeds Control Contract: Jefferson County Public Works (Roads Department)

STATEMENT OF ISSUE:

Noxious weeds are a threat to humans, animals, the economy, agriculture, recreation, and conservation in Jefferson County. One aspect of the Jefferson County Noxious Weed Control Board's role is to help public agencies control noxious weeds. One main vector for the spread of noxious weed species is along roadsides. Vehicles can easily pick up seeds and spread them while en route to their final destination. This is of concern in cases such as wild chervil (*Anthriscus sylvestris*), a weed in the carrot family that is along Center Valley Road and Eaglemount Road, but has not yet started to spread in Clallam and Mason Counties. Weeds along roadsides can also easily escape into neighboring fields and pastures, creating problems for crops and animals.

ANALYSIS:

Through a contract with the Jefferson County Noxious Weed Control Board, Public Works can ensure that noxious weeds are taken care of in an effective manner. While Public Works predominantly focuses on using brush cutters to manage vegetation, this is not always the best mode of control for some weeds. The Noxious Weed Control Board can responsibly and effectively use herbicides to target certain noxious weeds that would not respond to mowing, such as wild chervil and Japanese knotweed. Noxious weed control is a year-round effort of surveying, control, and monitoring. Contracting with the Weed Board will ensure better control of harmful weeds in Jefferson County, and help stop their spread to other counties.

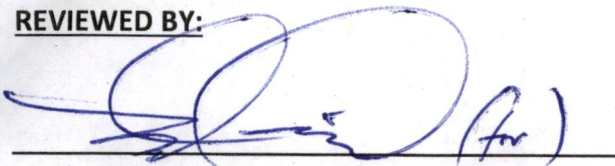
FISCAL IMPACT:

The funding for this contract is split between the Public Works Roads Fund (\$4,500) and the General Fund (\$4,500).

RECOMMENDATION:

I recommend approval of this contract.

REVIEWED BY:

A handwritten signature in blue ink, appearing to read 'Mark McCauley', is written over a horizontal line. To the right of the signature, the letters '(for)' are written in a cursive style.

Mark McCauley, County Administrator

9-10-23

Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Jefferson County Public Works - Roads Division

Contract No: NWC-008

Contract For: Noxious Weed Control

Term: 01-01-2024 to 12-31-2026

COUNTY DEPARTMENT: WSU Ext - Jefferson County Noxious Weed Control Board

Contact Person: Sophie DeGroot

Contact Phone: 360-316-9332

Contact email: sdegroot@co.jefferson.wa.us

AMOUNT: \$27,000 (\$9,000 / year)

Revenue: \$27,000

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund # 109

Munis Org/Obj

PROCESS:

☒ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☐ Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

9/7/23

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

9/7/23

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 9/12/2023.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 9/15/2023.

Approved as to Form on 09/15/2023

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

MEMORANDUM OF UNDERSTANDING BETWEEN
JEFFERSON COUNTY PUBLIC WORKS
AND
JEFFERSON COUNTY NOXIOUS WEED CONTROL BOARD

This Memorandum of Understanding (MOU) is made and entered into by and between Jefferson County acting through the Department of Public Works, 623 Sheridan Street, Port Townsend, Washington 98368, hereinafter referred to as "Public Works" and the Jefferson County Noxious Weed Control Board, 121 Oak Bay Road, Port Hadlock, Washington, 98339, hereinafter referred to as "Weed Control Board". For the purposes of this MOU, it is understood that all references to Public Works or the Weed Control Board also include an appointed designee(s).

WHEREAS, Jefferson County, through its Public Works Department (Roads Division), operates and maintains approximately 400 miles of public roads in order to provide for safe and efficient transportation of people and goods, and

WHEREAS, the Jefferson County Noxious Weed Control Board has a stated mission "To serve as responsible stewards of Jefferson County by protecting the land and resources from the degrading impact of noxious weeds," and

WHEREAS, the Weed Control Board has identified certain noxious weeds requiring control on County road right-of way,

NOW, THEREFORE, pursuant to the above recitals, Public Works and the Weed Control Board (collectively hereinafter "Parties" to this MOU) acknowledge and agree to work cooperatively in accordance with the following:

1. PURPOSE

The purpose of this MOU is to define the obligations of both Parties related to weeds in the County right-of-way for the term of the MOU.

2. SCOPE OF WORK

The Parties shall undertake the work as set out below.

2.1. The Public Works Department (Roads) will, within the limitations of this MOU, perform the following:

Pay \$9,000 cash annually (\$4,500 from the Road Fund and \$4,500 from the General Fund) for the

- a) purpose of controlling noxious weed infestations prioritized by the Weed Control Board, as described in WAC 16-750-003.

- b) Use County mowing equipment, as available within the constraints of other scheduled work, to mow weeds within the right-of-way where identified by Weed Control Board staff at the appropriate time to prevent seeding.
- c) Report locations of noxious weeds to Weed Control Board staff when possible.

2.2. The Weed Control Board will, within the limitations of this MOU, perform the following:

- a) Utilize the \$9,000 cash transfer annually for the purpose of controlling noxious weed infestations prioritized by the Weed Control Board, as described in WAC 16-750-003.
- b) Be solely responsible for the activities conducted by its staff and/or contractors within the right-of-way.
- c) If using herbicides, will notify adjacent property owners and the Public Works Department prior to use and resolve any concerns of the property owners prior to proceeding.
- d) If using herbicides, will conduct work with properly licensed and trained staff or contractors.
- e) Work with the Roads Department to create an updated Scope of Work and a list of priorities at the beginning of each year. The Weed Board will also provide an End of Year Report detailing work completed to the Roads Department.

3. TIME OF PERFORMANCE

This MOU shall be effective 01-01-2024 to 12-31-2026. Work performed pursuant to the Scope of Work of this Memorandum of Understanding, but prior to its complete execution, is hereby ratified.

4. TERMINATION

Either party may terminate this MOU by giving written notice to the other, at the address first noted herein, of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

5. PROJECT ADMINISTRATION

Administration of this MOU for Public Works shall be conducted by the Public Works Director or his designee. For the Weed Control Board, the MOU shall be administered by the Coordinator.

6. EMPLOYEES

All employees remain employees of their respective department at all times and shall perform work under the sole supervision of their department.

7. PAYMENT

Upon receipt of an invoice from the Weed Control Board, funds up to \$4,500 shall be transferred to Fund 109 from the Road Fund, while the funds (\$4,500) from the General Fund will be dispersed at the beginning of each calendar year. The total of these funds (\$9,000) will be dedicated for the exclusive use of the Weed Control Board for the purpose of controlling noxious weeds prioritized by the Weed Control Board, on County road rights-of-ways pursuant to this MOU.

8. RIGHT-OF-ENTRY

Weed Control Board staff may enter upon County road right-of-way to conduct weed control activity. Weed Control Board staff shall record when and where work was performed and shall make these records available to the Public Works Department. Prior to using herbicides in the right-of-way, Weed Control Board staff shall notify adjacent property owners and Public Works.

9. COMPLIANCE WITH LAWS

All work performed under this MOU shall comply with all federal and state laws, local laws and ordinances, and applicable permit requirements.

10. SEVERABILITY

Should any clause, phrase, sentence or paragraph of this MOU be declared invalid or void, the remaining provisions of this MOU shall remain in full force and effect.

11. ENTIRE AGREEMENT

The MOU merges and supersedes all prior applications, representations, negotiations, approvals, and understandings between the Parties hereto relating to the subject matter of this MOU and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

Jefferson County Public Works

BY: _____

Monte Reinders, Director

Date

Board of County Commissioners
Jefferson County Washington

BY: _____
Greg Brotherton, Chair Date

BY: _____
Kate Dean, Commissioner Date

BY: _____
Heidi Eisenhour, Commissioner Date

SEAL:

ATTEST: _____
Carolyn Galloway, Clerk of the Board Date

Approved as to form only:

Barbara D. Ehrlichman 09/15/2023
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney