



Board Report

Date of Report: February 22, 2023
Date & Type of Meeting: March 16, 2023 Open Regular Board Meeting
Author: Paris Marshall Smith, Sustainability Planner
Subject: 2023 Regional Invasive Species Strategy agreement
File: 10-5200-20-CKISS
Electoral Area/Municipality: All

SECTION 1: EXECUTIVE SUMMARY

This report responds to the Board resolution 60/23 and recommends the Board direct staff to enter into a contribution agreement with Central Kootenay Invasive Species Society (CKISS) to deliver the Regional Invasive Species Strategy for 2023 with costs not to exceed \$27,000.

60/23 That the Board direct staff to negotiate an agreement with the Central Kootenay Invasive Species Society for implementation of Option 1 (\$15,000) and PILOT the Good Neighbour program (\$12,000) of the Regional Invasive Species Strategy for the 2023;

AND FURTHER, that the costs of no more than \$27,000 + GST be included in the S100 General Administration draft 2023 Financial Plan;

AND FURTHER, that the agreement be brought back to the March 16, 2023 Board meeting.

The Regional Invasive Species Strategy differs from invasive species management programs run by local governments (LGs), including the recently approved programs within specific RDCK services. Where LG programs look to treat invasive species within political boundaries or on LG-owned/leased lands, the Regional Invasive Species Strategy focuses on region-wide efforts to develop regulation, policy, and education programs aimed at curbing the spread of invasive species throughout the central Kootenay region.

The Central Kootenay Invasive Species Society (CKISS) agreement for the implementation of Option 1 (\$15,000) and PILOT the Good Neighbour program (\$12,000) of the Regional Invasive Species Strategy for the 2023 is attached for Board review. Additionally, the costs are included in the Draft Financial Plan in S100.

SECTION 2: BACKGROUND/ANALYSIS

The RDCK Invasive Species Strategy focusses on invasive species prevention that does not include the management of invasive species on RDCK-owned/leased lands.

For example, CKISS has conducted inventory assessments for the City of Nelson and the Village of Slocan. In addition, the City of Nelson pays CKISS to coordinate treatments on City-owned lands. To date CKISS has not

received funding from municipalities for regulation and policy development, collaboration or education. This is the opportunity of the RDCK Invasive Species Strategy.

An agreement - Attachment A – BRD-CKISS-agreement-ATTACH01 has been prepared that reflects the Board resolution:

60/23 That the Board direct staff to negotiate an agreement with the Central Kootenay Invasive Species Society for implementation of Option 1 (\$15,000) and PILOT the Good Neighbour program (\$12,000) of the Regional Invasive Species Strategy for the 2023;

AND FURTHER, that the costs of no more than \$27,000 + GST be included in the S100 General Administration draft 2023 Financial Plan;

AND FURTHER, that the agreement be brought back to the March 16, 2023 Board meeting.

TYPE	DETAILS (complete description can be found in ATTACH 01)	COST	TIME FRAME
PROGRAM Option 1	<ul style="list-style-type: none"> • Development and coordination of the Regional Government Invasive Species Working Group. • Annual training and resources for operational staff. • Developing region wide education materials, developing outreach resources to support relevant programs • Providing expertise and consultation on the development of an RDCK invasive species program. 	\$15,000	long term
PROGRAM Option 2	Option 1 tasks + <ul style="list-style-type: none"> • Support the RDCK in reviewing, updating and developing policies, bylaws, permits, agreements, procedures, guidelines and plans. • Support local governments with education and outreach, expert advice, model bylaws development and partnership building. • Support the management of invasive plants on private land. • Maintain and expand the Spotter’s Network program, and follow up on the ground to verify reports of high priority species. • Manage informational signage needs and opportunities • Partnership building, consultation and participation in relevant initiatives, programs and organizations. 	\$54,000	annually for 3-5 years
PROJECT - Preventing the Spread of Aquatic Invasive Species	Supporting the prevention of aquatic invasive species, particularly zebra and quagga mussels, by funding the installation of boat decontamination stations at identified high use launches on Slocan and Kootenay Lakes	\$35,000	Pilot with potential to extend

PROJECT - Private land Cost Share Incentive Program	Developing a cost share or alternative incentive program for private landowners and/or agriculture operators for high priority species.	\$15,000	Pilot with potential to extend
PROJECT - Good Neighbour Program	“Good Neighbour” program supporting the agricultural community would be well received. One of the main issues for the agricultural community is adjacency concerns with regards to Ministry of Transportation right of ways and abandoned private fields.	\$12,000	Pilot with potential to extend

For a full discussion of the Regional Invasive Species Strategy, Options and the Good Neighbour Program please see Attachment B – BRD-CKISS-agreement-ATTACH02.

SECTION 3: DETAILED ANALYSIS

3.1 Financial Considerations – Cost and Resource Allocations:

Included in Financial Plan: Yes No **Financial Plan Amendment:** Yes No
Debt Bylaw Required: Yes No **Public/Gov’t Approvals Required:** Yes No

This agreement represents costs of no more than \$27,000 + GST. These costs are included in the 2023 Draft Financial Plan in S100 General Administration.

3.2 Legislative Considerations (Applicable Policies and/or Bylaws):

[Weed Control Act](#) - In accordance with the regulations, an occupier must control noxious weeds growing or located on land and premises, and on any other property located on land and premises, occupied by that person.

3.3 Environmental Considerations

Invasive species also have a significant impact on ecosystem health, and the International Union for the Conservation of Nature (IUCN) considers them one of the greatest threats to biodiversity globally. Invasive species can erode natural habitats and out compete native species. This is exacerbated by the affects of the changing climate as invasive species tend to be more effective at adapting than native species.

3.4 Social Considerations:

None at this time

3.5 Economic Considerations:

In addition to the points made above regarding delayed action, invasive species can affect the economic and environmental potential of RDCK’s communities. Tourism, recreation, agriculture, energy infrastructure and property values are all vulnerable to the impacts of invasive species. For example, zebra and quagga mussels have created great monetary and functional losses for hydroelectric facilities in eastern Canada. Knotweed has the potential to damage infrastructure and lower property values. Crop losses due to invasive plants, like knapweed, cost BC farmers and ranchers over \$50 million annually.

3.6 Communication Considerations:

Following Board review, staff will work with CKISS to complete the Agreement and develop a communication strategy for the public.

3.7 Staffing/Departmental Workplan Considerations:

None at this time

3.8 Board Strategic Plan/Priorities Considerations:

The work is being completed in response to the Board's direction:

918/19 - That the Board approve a contribution in the amount of \$10,000 to Central Kootenay Invasive Species Society for the purpose of developing an invasive species strategy for the RDCK properties from General Administration S100

129/22 - That the Board direct staff to negotiate and enter into a sole-source agreement with the Central Kootenay Invasive Species Society for an invasive plant inventory on RDCK-owned or leased properties and development of a detailed implementation plan of the Regional Invasive Species Strategy for an amount not to exceed \$44,472 exclusive of GST;

AND FURTHER, that the costs for the inventory be paid from the services responsible for the lands and buildings sites identified and the costs of \$8,500 for the Regional Invasive Species Implementation Plan be paid from General Administration Service S100.

SECTION 4: OPTIONS & PROS / CONS

Option 1: That the Board direct staff to enter into a contribution agreement with Central Kootenay Invasive Species Society for the implementation of Option 1 (\$15,000) and PILOT the Good Neighbour program (\$12,000) of the Regional Invasive Species Strategy for a total not to exceed \$27,000 + GST.

Pros:

- Regional action now will mitigate economic, ecosystem, and operational costs in the future
- Provides regional coordination to address an issue that does not adhere to political boundaries
- Supports existing invasive species management programs in municipalities
- Provides support to municipalities that have not developed an invasive species management plan
- Supports food security
- Supports the agriculture sector

Cons:

- The program costs money

Option 2: That the Board direct staff to enter into a contribution agreement with Central Kootenay Invasive Species Society for the implementation of PROGRAM Option 1 of the Regional Invasive Species Strategy for a total not to exceed \$15,000 + GST;

AND FURTHER, adjustments be made to the 2023 Draft Financial Plan in Service S100 to reduce the budget amount from \$27,000 + GST to \$15,000 + GST.

Pros:

- Cost savings
- Regional action now will mitigate economic, ecosystem, and operational costs in the future
- Provides regional coordination to address an issue that does not adhere to political boundaries

- Supports existing invasive species management programs in municipalities
- Provides support to municipalities that have not developed an invasive species management plan

Cons:

- Does not support food security to the same extent
- Does not support the agricultural sector as strongly with their concerns

Option 3: That the Board direct staff to take no further action on the Regional Invasive Species Strategy at this time;

AND FURTHER, that resolution 60/23 be rescinded and the costs of \$27,000 + GST associated with the resolution be removed from Service S100 in the 2023 Draft Financial Plan.

Pros:

- Cost savings

Cons:

- Potential for increased costs in the future to manage invasive species
 - Existing municipal programs will be less effective due to lack of coordinated efforts in adjacent areas
- Potential impact to local food production

SECTION 5: RECOMMENDATIONS

That the Board direct staff to enter into a contribution agreement with Central Kootenay Invasive Species Society for the implementation of Option 1 (\$15,000) and PILOT the Good Neighbour program (\$12,000) of the Regional Invasive Species Strategy for a total not to exceed \$27,000 + GST.

Respectfully submitted,
Paris Marshall Smith

CONCURRENCE

Manager of Community Sustainability – Chris Johnson	Approved	
General Manager of Development & Community Sustainability – Sangita Sudan		Approved
Chief Financial Officer – Yev Malloff	Approved	
Chief Administrative Officer – Stuart Horn	Approved	

ATTACHMENTS:

Attachment A – BRD-CKISS-agreement-ATTACH01
Attachment B – BRD-CKISS-agreement-ATTACH02



Contribution Agreement

Contract #: 2023-017-DEV_CKISS
Project: Regional Invasive Species Strategy Implementation
GL Code: 57010 / OVR100-100

THIS AGREEMENT dated for reference the:

day day of **month**, **year**
(Day) (Month) (Year)

BETWEEN

REGIONAL DISTRICT OF CENTRAL KOOTENAY
(hereinafter called the "RDCK")

at the following address:

Box 590, 202 Lakeside Drive

Nelson, BC V1L 5R4

Agreement Administrator: Paris Marshall Smith

Telephone #: 236-532-2016

Email: pmarshallsmith@gmail.com

AND

CENTRAL KOOTENAY INVASIVE SPECIES SOCIETY
(hereinafter called the "Recipient")

at the following address:

19-622 Front Street

Nelson, BC V1L 4B7

Agreement Administrator: Erin Bates

Telephone: 1-844-352-1160

Email: info@ckiss.ca

WHEREAS:

- A. The Recipient has requested funding from the Regional District of Central Kootenay (RDCK) for a specific project to be delivered within RDCK boundaries.
- B. The RDCK Board has approved funding for the proposal submitted by the **CENTRAL KOOTENAY INVASIVE SPECIES SOCIETY** (the Recipient) towards funding the "Regional Invasive Species Strategy Implementation " project (the Project").
- C. The RDCK and the Recipient understand that the Recipient has control over the Project and is responsible for the outcomes and products of the Project, and that the RDCK role is limited only to providing funds for the Project.

NOW, THEREFORE in consideration of the \$ 27,000.00 to be paid to the Recipient, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in accordance with the terms and conditions of this Agreement, the parties agree as follows:

REPRESENTATIONS AND WARRANTIES

- 1) The Recipient represents and warrants to the RDCK, with the intent that the RDCK rely on it in entering into this Agreement, that:
 - (a) all information, statements, documents and reports furnished or submitted by the Recipient to the RDCK in connection with this Agreement are true and correct;
 - (b) the Recipient has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Recipient's ability to fulfill its obligations under this Agreement; and
 - (c) the Recipient is not in breach of, or in default under, any law of Canada or of the Province of British Columbia applicable to or binding on it.
- 2) All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient to the RDCK under this Agreement or in connection with any of the transactions contemplated by it are deemed to be representations and warranties by the Recipient under this Agreement.
- 3) All representations, warranties, covenants and agreements made in this Agreement and all certificates, applications or other documents delivered by or on behalf of the Recipient are material, have been relied on by the RDCK, and continue in effect during the continuation of this Agreement.
 - (a) deliver the Project in accordance with the terms of this Agreement;
 - (b) maintain its corporate existence throughout the term of this Agreement;
 - (c) deliver the Project substantially in accordance with the deliverables, outcomes, methodology, schedule, budget and resources outlined in **Schedule A**;
 - (d) comply with all Federal, Provincial and Municipal Government Acts, Laws, Bylaws and Regulations applicable to the implementation and maintenance of the Project. This includes, but is not limited to, the Criminal Records Review Act (pertaining to any person working with minors) and the Workers Compensation Act;
 - (e) hire and retain only qualified staff and contractors;
 - (f) unless agreed otherwise, supply, at its own cost, all labour, materials and approvals necessary to carry out the Project;
 - (g) use good business practices in delivering the Project;
 - (h) award contracts related to the Project using a fair and competitive processes or otherwise justifiable and generally-accepted sound business practices;
 - (i) unless agreed otherwise, retain ownership to all assets acquired or intangible property created in the process of carrying out this Agreement;
 - (j) request amendments to this Agreement from the RDCK if, following execution of this Agreement, significant changes to the Project scope or budget are desired that would result in the Project being

RECIPIENT'S OBLIGATIONS

- 4) The Recipient must:

substantively different from that which is described within Schedule A.

TERMS, METHOD AND TIME OF PAYMENT

- 5) The RDCK will contribute the amount of \$27,000.00 to the Project in accordance with this Agreement.
- 6) The RDCK shall pay the Recipient within 15 days of receipt by the RDCK of a duly signed copy of this Agreement and according to Schedule B
- 7) The Recipient is responsible for all expenses incurred in the completion of the Project. The RDCK is not responsible for any costs in excess of its contribution to the Project.

TERMS OF AGREEMENT

- 8) The term of this Agreement is from April 1, 2023 to March 31, 2024 being the expected project completion date.

FINANCIAL MANAGEMENT

- 9) The Recipient will maintain accurate financial records with supporting receipts , and provide this to the RDCK upon request
- 10) The Recipient is responsible to pay all costs for the delivery of the Project.
- 11) The Recipient must use the money contributed by the RDCK for this Project only.
- 12) If the Project costs are more than the RDCK's contribution, the RDCK is not responsible for payment of expenses exceeding the amount of this Agreement.
- 13) When there is unspent money after payment of Project costs:
 - (a) If the RDCK is the only contributor for funding for this program, and there is money left over at the end of the project, the Recipient will return the unspent money to the RDCK.
 - (b) If additional funding for this project is provided by other sources, and the

total funding of the project is more than 100% of the project costs, the RDCK will be reimbursed its proportionate share of the excess funds on request.

- 14) Any interest earned on the money contributed by the RDCK should be used for purposes consistent with the funded project.

INDEPENDENT CONTRACTOR

- 15) The RDCK's responsibilities with respect to the Project are limited to providing financial assistance to the Recipient towards the cost of the Project.
- 16) The Recipient and the RDCK are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- 17) The Recipient, its volunteers, personnel, subcontractors and agents are not employees, servants, partners or agents of the RDCK.

CRIMINAL RECORD CHECKS

- 18) The Recipient will comply with all Federal and Provincial Government Acts and Regulations that apply to the hiring of employees and subcontractors required to carry out its Projects. This includes, but is not limited to, the Criminal Records Review Act (pertaining to any person working with minors) and the Workers' Compensation Act.

EARLY TERMINATION OF THE AGREEMENT

- 19) If the Recipient does not operate in accordance with the obligations under this Agreement, the RDCK may give 7 days' notice and terminate this Agreement and funding.
- 20) If the RDCK terminates this Agreement and funding, the Organization must promptly:
 - (a) Return all unspent money, including any interest earned, to RDCK.

- (b) Fully account for all money spent to date.

CHANGES TO THIS AGREEMENT OR TO THE PARTICIPANTS IN THIS AGREEMENT

- 21) Changes to this Agreement must be agreed to in writing by the parties. No oral agreements can amend this agreement.
- 22) There are no representations, warranties, collateral agreements, or conditions except as specified in this Agreement.
 - (a) This Agreement will bind and benefit successors of the Recipient and of the RDCK.
 - (b) Any transfer of duties and obligations under this Agreement to another Recipient must be agreed to in writing.
 - (a) If a court decides that any part of this Agreement is not valid, then the RDCK and the Recipient will agree on substitute language, which accomplishes a legally similar purpose.

LAWS OF BRITISH COLUMBIA

- 23) The laws that apply in British Columbia govern this Agreement.

INDEMNITY AND INSURANCE

- 24) The Recipient must indemnify and save harmless the RDCK, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the RDCK may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, if the same or any of them are based on, arise out of or occur, directly or indirectly, by reason of any act or omission of the Recipient, or of any agent, employee, officer, director or sub-contractor of the Recipient pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the RDCK.
- 25) Without limiting its obligations or liabilities under this Agreement, and at its own expense, the Recipient shall obtain and maintain in force through the duration of the Project Commercial General Liability insurance in an amount usual for a project of this nature to cover the risks it has assumed or may encounter as a result of entering into this Agreement or completing the Project.

NOTICES OF CHANGE

- 26) Any notice may be given in writing if sent by personal delivery or registered or certified mail to the other at the address given above.