



BOARD OF COMMISSIONERS  
Agenda Item Summary

Agenda Category: Agreements

Item No:

Date: April 30, 2019

Originating Department: Public Works

**Issue:** In the matter of an agreement between Klamath County and U.S. Department of Fish & Wildlife for noxious weed control.

**Background:** Klamath County enters into agreements with outside agencies to treat noxious weed infestations on their property. The purpose of this agreement is to treat noxious weed-infested areas of fish & Wildlife ownership within Klamath County. The location of the treatment is as follows:

- a. Lower Klamath National Wildlife Refuge
- b. Bear Valley National Wildlife Refuge

**Fiscal Impact:** Income of \$2,500.00 to the Weed Control Budget.

**Recommended Motion:** Board approve and sign the agreement between U.S. Department of Fish & Wildlife and Klamath County for noxious weed control. Fiscal Impact is \$2,500.00 income to the Weed Control Budget.

DONE AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Chair

Approved

Denied

\_\_\_\_\_  
Vice-Chair

Approved

Denied

\_\_\_\_\_  
Commissioner

Approved

Denied



## *Klamath County – Noxious Weed Control*

305 Main Street | Klamath Falls, OR 97601 | Phone (541) 883-4696 | Fax (541) 882-3046

www.klamathcounty.org

### AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of April, 2019, by and between **KLAMATH COUNTY**, herein referred to as "COUNTY" and **U. S. DEPARTMENT OF FISH & WILDLIFE**, herein referred to as "FISH & WILDLIFE".

#### **RECITALS:**

Fish & Wildlife desires to retain County to treat noxious weed-infested areas of Fish & Wildlife ownership within the County of Klamath, State of Oregon and County is willing to accomplish said work. The location of the treatment is as follows:

- a) **Lower Klamath National Wildlife Refuge**
- b) **Bear Valley National Wildlife Refuge**

#### **AGREEMENT:**

- (1) COUNTY shall notify FISH & WILDLIFE three (3) days prior to commencing treatment on FISH & WILDLIFE ownership and of the location of such treatment.
- (2) Work shall be performed in accordance with the attached "**Statement of Work**" (Exhibit A)
- (3) Applications of herbicides will be performed and supervised by COUNTY officers or employees.
- (4) COUNTY agrees to apply the herbicides in accordance with label instructions and under the supervision of qualified personnel.
- (5) Charges for the work will be in accordance with attached Commissioners' Resolution NO.

RS 2019-011.

**Agreement**

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(6) At the end of each month, COUNTY shall submit to FISH & WILDLIFE an itemized statement for all costs incurred in the treatment of noxious weeds on FISH & WILDLIFE property. In consideration of the fulfillment of all stipulations of this agreement to the satisfaction and acceptance of FISH & WILDLIFE, FISH & WILDLIFE shall pay to COUNTY, the amount due, not to exceed \$2,500.00.

(7) The County shall prepare and furnish to FISH & WILDLIFE evidence that all designated work has been performed. The notice that the Weed Control treatment work has been completed, along with the County's billing for labor and materials, shall be sent to: U. S. DEPARTMENT OF FISH & WILDLIFE, Attn: Dustin Taylor, 4009 Hill Rd, Tulelake, CA 96134.

(8) FISH & WILDLIFE further agrees that should it be necessary for COUNTY to pursue collection procedures for the sums due and owing that FISH & WILDLIFE will pay reasonable attorney fees plus costs and disbursements whether or not suit is instituted to collect the sums, and if suit is instituted, to pay COUNTY'S attorney fees upon trial and appeal.

(9) FISH & WILDLIFE releases and forever discharges COUNTY and its employees from any claims and demands against Klamath County for personal injury or property damage (including livestock damage). FISH & WILDLIFE shall defend, save and hold harmless COUNTY, its officers, agents, employees and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities or inaction of FISH & WILDLIFE or its subcontractors, agents, or employees or COUNTY under this agreement.

(10) COUNTY makes no express or implied warranties of fitness or merchantability of the herbicides used.

(11) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(12) This Contract may be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the termination date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the date and year first herein written.

**U.S. DEPARTMENT OF FISH & WILDLIFE**

Signature Dustin Taylor

Title IPM Specialist

**KLAMATH COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved \_\_\_\_\_

Approved \_\_\_\_\_

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Denied \_\_\_\_\_

Denied \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
County Counsel

## Statement of Work

### 2019 Noxious Weed Control in Klamath County, Oregon Klamath Basin National Wildlife Refuge Complex

#### 1. General

U.S. Fish and Wildlife Service at the Klamath Basin National Wildlife Refuge Complex (Refuge) wishes to enter into a contract with Klamath County Weed Control Division for the purpose of noxious weed control on Bear Valley and Lower Klamath National Wildlife Refuges.

This contract is to control state listed noxious weeds in Bear Valley and Lower Klamath National Wildlife Refuges within Klamath County, Oregon. Klamath County Weed Division will provide personnel and spray equipment. Refuge will provide pesticide use proposals, herbicides and adjuvants for the application of the herbicides.

#### 2. Scope

Work performed will be to spray infestation sites (to be determined) containing noxious weeds on the Bear Valley and Lower Klamath National Wildlife Refuges. Spot spraying will be the primary mode of control, others may be used as the Weed Control Division deems necessary with consultation of the Refuge point of contact. Spraying in non-designated areas may also be performed on an as directed basis. Contractor will provide all spray equipment and staff to complete this job.

The primary target weeds are perennial pepperweed (*Lepidium latifolium*), Canada thistle (*Cirsium arvense*), poison hemlock (*Conium maculatum*) and yellow starthistle (*Centaurea solstitialis*), dalmation toadflax (*Linaria dalmatica*), common mullein (*Verbascum thapus*), Mediterranean sage (*Salvia aethiopsis*), bull thistle (*Cirsium vulgare*), and Scotch thistle (*Onopordum acanthium*). Other listed weed species may also be treated as opportunities arise.

#### 3. Place/Delivery and Period of Performance

The contract window shall be from May 1, 2019 through September 30, 2019. Actual spray dates will be determined by the Refuge in coordination with the Weed Control Division. Spraying shall take place at Lower Klamath National Wildlife Refuge and Bear Valley National Wildlife Refuge.

#### 4. Evaluation and Acceptance

All work included in the contract specifications shall be subject to inspections by the Refuge at periodic intervals during performance of this contract. Final acceptance shall be based upon satisfactory completion of the work in accordance with the specifications on a task by task basis.

The Weed Control Division must agree to follow all state and federal pesticide regulations. This includes conditions specified in the approved refuge pesticide use proposals.

The Weed Control Division shall report to the Refuge total quantity of herbicides and adjuvants used for this contract.

Each party agrees to be responsible for the acts and conduct of its own agents, officers and employees, and any and all actions, claims, damages, demands, losses, disabilities, defense costs or liability of any kind or nature, including attorney's fees, that may be asserted by any person or entity arising out of or in connection with the performance of this agreement.

**5. Government Furnished Equipment/Information**

Refuge will provide pesticide use proposals.

**6. Material**

Refuge shall provide herbicides and adjuvants, as needed.

**7. Availability**

Normal Refuge duty hours are Monday thru Friday 8:00 a.m. - 4:30 p.m. In the event of emergencies, the Vendor shall provide contact information. FWS non-duty hours include weeknights, weekends and Government holidays.

**8. P.O.C. (Technical Coordinator)**

Dustin Taylor, IPM Specialist  
Klamath Basin National Wildlife Refuge Complex  
4009 Hill Road  
Tulelake, CA 96134  
Phone: 530-667-8312  
FAX: 530-667-8337

**BOARD OF COUNTY COMMISSIONERS**

**IN AND FOR THE COUNTY OF KLAMATH, STATE OF OREGON**

( IN THE MATTER OF ESTABLISHING  
WEED CONTROL FEES FOR 2019 )

RESOLUTION NO. 2019-044

WHEREAS, Klamath County was first declared a weed control district on April 27, 1929;  
and

WHEREAS, the Board of County Commissioners have declared certain weeds noxious in  
Klamath County, Oregon; and

WHEREAS, the owner or occupant of land within Klamath County must destroy or prevent  
the seeding of weeds declared noxious; and

WHEREAS, some landowners, Government agencies and utility companies wish to  
contract with Klamath County for noxious weed control services and compensate the County for the  
service provided; and

WHEREAS, Klamath County must charge fees that will reimburse the County for all  
costs incurred in providing the service;

THEREFORE, BE IT RESOLVED the Board of County Commissioners of Klamath  
County, Oregon, adopts the following fee schedule for calendar year 2019. Licensed Applicator  
\$23.60/hour; Driver/Helper \$20.33/hour; Overhead 94% of labor; Spray Equipment \$8.00/Hour;  
Vehicle \$12.00/hour; All Terrain Vehicle \$7.00/hour; Boat \$1.00/hour.

**KLAMATH COUNTY BOARD OF COMMISSIONERS**

 _____ Chair	 _____ Commissioner	 _____ Commissioner
Approved <input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
Denied <input type="checkbox"/>	Denied <input type="checkbox"/>	Denied <input type="checkbox"/>
Date <u>1/8/19</u>	Date <u>1/8/19</u>	Date <u>1-8-19</u>