



**BOARD OF COMMISSIONERS**  
**Agenda Item Summary**

<b>Agenda Category: Agreements</b>	<b>Item No:</b>
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**Date:** June 11, 2019

**Originating Department:** Public Works

**Issue:** In the matter of an agreement between Klamath County and Klamath Wingwatchers, Inc. 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 Klamath Wingwatchers lease or easement within Klamath County. The location of the treatment is as follows:

- a. Lake Ewauna Nature Trail

**Fiscal Impact:** Income of \$1,200.00 to the Weed Control Budget.

**Recommended Motion:** Board approve and sign the agreement between Klamath Wingwatchers, Inc. and Klamath County for noxious weed control. Fiscal Impact is \$1,200.00 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 \_\_\_\_\_, 2019, by and between **KLAMATH COUNTY**, herein referred to as "**COUNTY**" and **KLAMATH WINGWATCHERS, INC.** herein referred to as "**KLAMATH WINGWATCHERS**".

### **RECITALS:**

COUNTY desires to treat noxious weed-infested areas of KLAMATH WINGWATCHERS lease or easement within the County of Klamath, State of Oregon and KLAMATH WINGWATCHERS desires to retain COUNTY to accomplish said work. The location of the treatment is as follows:

- a) Lake Ewauna Nature Trail

### **AGREEMENT:**

- (1) COUNTY shall notify KLAMATH WINGWATCHERS three (3) days prior to commencing treatment on KLAMATH WINGWATCHERS lease or easement and of the location of such treatment.
- (2) Chemicals to be applied shall be applied according to methods approved by the governmental body having jurisdiction.
- (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. 2019-011.

## Agreement

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(6) At the end of each month, COUNTY shall submit to KLAMATH WINGWATCHERS an itemized statement for all costs incurred in the treatment of noxious weeds on KLAMATH WINGWATCHERS property. In consideration of the fulfillment of all stipulations of this agreement to the satisfaction and acceptance of KLAMATH WINGWATCHERS, KLAMATH WINGWATCHERS shall pay to COUNTY, the amount due, not to exceed \$1,200.00.

(7) COUNTY shall prepare and furnish to KLAMATH WINGWATCHERS 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: KLAMATH WINGWATCHERS, INC., Attn: Leslie Lowe (President), 8880 Tingley Lane, Klamath Falls, Oregon 97603.

(8) KLAMATH WINGWATCHERS further agrees that should it be necessary for COUNTY to pursue collection procedures for the sums due and owing that KLAMATH WINGWATCHERS 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) KLAMATH WINGWATCHERS 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). KLAMATH WINGWATCHERS 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 KLAMATH WINGWATCHERS 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.

**KLAMATH WINGWATCHERS, INC.**

Signature Leslie Lowe

Title President

**KLAMATH COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved \_\_\_\_\_

Approved \_\_\_\_\_

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Denied \_\_\_\_\_

Denied \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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

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. 2019-011

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

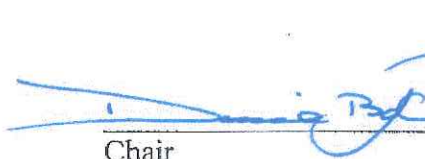
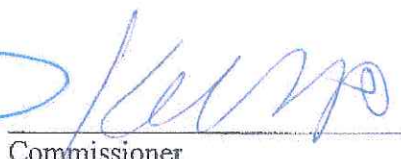

WHEREAS, the owner or occupant of land within Klamath County must destroy or prevent the seeding of weeds declared noxious; and

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 <u>X</u>	Approved <u>✓</u>	Approved <u>✓</u>
Denied _____	Denied _____	Denied _____
Date <u>1/8/19</u>	Date <u>1 8 19</u>	Date <u>1-8-19 AMS</u>