



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: Agreements	Item No:
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Date: February 23, 2021

Originating Department: Public Works

Issue: In the matter of an agreement between Klamath County and Weyerhaeuser NR Company 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 Weyerhaeuser ownership within Klamath County. The location of the treatment is as follows:

Sycan Shop	Tax Lot#	R-3612-00000-04600-000
Bly Landfill	Tax Lot#	R-3714-00200-00300-000

Fiscal Impact: Income of \$4,000.00 to the Weed Control Budget.

Recommended Motion: Board approve and sign the agreement between Weyerhaeuser NR Company and Klamath County for noxious weed control. Fiscal Impact is \$4,000.00 income to the Weed Control Budget.

DONE AND DATED this _____ day of _____, 20__.

Chair	Vice-Chair	Commissioner
Approved <input type="checkbox"/>	Approved <input type="checkbox"/>	Approved <input type="checkbox"/>
Denied <input type="checkbox"/>	Denied <input type="checkbox"/>	Denied <input type="checkbox"/>



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 _____, 2021, by and between **KLAMATH COUNTY**, herein referred to as "**COUNTY**" and **WEYERHAEUSER NR COMPANY**, herein referred to as "**WEYERHAEUSER**".

RECITALS:

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

Sycan Shop Tax Lot # R-3612-00000-04600-000

Bly Landfill Tax Lot # R-3714-00200-00300-000

AGREEMENT:

- (1) COUNTY shall notify WEYERHAEUSER three (3) days prior to commencing treatment on WEYERHAEUSER ownership 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.

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(5) Charges for the work will be in accordance with attached Commissioners' Resolution NO. 2021-010.

(6) At the end of each month, COUNTY shall submit to WEYERHAEUSER an itemized statement for all costs incurred in the treatment of noxious weeds on WEYERHAEUSER property. In consideration of the fulfillment of all stipulations of this agreement to the satisfaction and acceptance of WEYERHAEUSER, WEYERHAEUSER shall pay to COUNTY, the amount due, not to exceed **\$4,000.00**.

(7) Should WEYERHAEUSER so require, COUNTY shall prepare and furnish to WEYERHAEUSER 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: Weyerhaeuser NR Company, Attn: Samantha Turner, 220 Occidental Ave. South, Seattle, Washington 98104.

(8) WEYERHAEUSER further agrees that should it be necessary for COUNTY to pursue collection procedures for the sums due and owing that WEYERHAEUSER 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) WEYERHAEUSER releases and forever discharges COUNTY and its employees from any claims and demands against COUNTY for personal injury or property damage (including livestock damage). WEYERHAEUSER 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 WEYERHAEUSER 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.

WEYERHAEUSER NR COMPANY

DocuSigned by:  2/9/2021
 Signature _____
029F356F4306457...

Senior Real Estate Manager

Title

KLAMATH COUNTY BOARD OF COMMISSIONERS

_____	_____	_____
Chairman	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 2021)

RESOLUTION NO. 2021-010

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



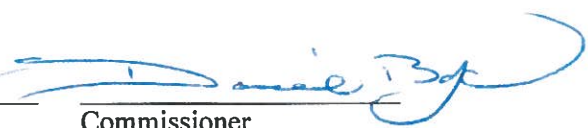
WHEREAS, the owner or occupant of land within Klamath County must destroy or prevent
the seeding of weeds declared noxious; and

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 2021. 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 _____	Denied _____	Denied _____
Date <u>1/12/21</u>	Date <u>1/12/21</u>	Date <u>1/12/21</u>