



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: Agreements	Item No:
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Date: March 2, 2021

Originating Department: Public Works

Issue: In the matter of an agreement between Klamath County and Pacific Power & Light 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 Pacific Power & Light Company ownership or right-of-way within Klamath County. The location of the treatments are as follows:

PP&L Field Operations

- a) Line 80
- b) Line 81
- c) Delap Rd Property Tax Lot #R-3909-008BB-00100

PP&L Hydro

- a) Link River Trail
- b) Link River Dam
- c) Keno Park
- d) Keno Dam
- e) J.C. Boyle Dam

PP&L Substations

- a) Exterior of fencing at substations within Klamath County

Fiscal Impact: Income of \$9,000.00 to the Weed Control Budget

Recommended Motion: Board approve and sign the agreement between Pacific Power & Light Company and Klamath County for noxious weed control. Fiscal Impact is \$9,000.00 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 _____, 2021, by and between **KLAMATH COUNTY**, herein referred to as "**COUNTY**" and **PACIFIC POWER & LIGHT CO.**, herein referred to as "**COMPANY**".

RECITALS:

COUNTY desires to treat noxious weed-infested areas of COMPANY ownership or right-of-way within the County of Klamath, State of Oregon and COMPANY desires to retain COUNTY to accomplish said work. The areas of treatment are as follows:

PP&L Field Operations

- a) **Line 80**
- b) **Line 81**
- c) **Delap Rd. Property; Tax Lot # R-3909-008BB-00100**

PP&L Hydro

- a) **Link River Trail**
- b) **Link River Dam**
- c) **Keno Park**
- d) **Keno Dam**
- e) **J.C. Boyle Dam**

PP&L Substations

- a) **Exterior of fencing at substations within Klamath County**

AGREEMENT:

- (1) COUNTY shall notify COMPANY three (3) days prior to commencing treatment on COMPANY ownership or right-of-way 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.

Agreement

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(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. RE 2021-010.

(6) At the end of each month, COUNTY shall submit to COMPANY an itemized statement for all costs incurred in the treatment of noxious weeds on COMPANY property and right-of-ways. In consideration of the fulfillment of all stipulations of this agreement to the satisfaction and acceptance of COMPANY, COMPANY shall pay to COUNTY, the amount due, not to exceed \$6,000.00 for PP&L Field Operations, not to exceed \$2,000.00 for PP&L Hydro and not to exceed \$1,000.00 for PP&L Substations. Combined total of \$9,000.00.

(7) The COUNTY shall prepare and furnish to COMPANY 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:

Pacific Power & Light Co. (Field Opps)	Pacific Power & Light Co. (Substations)	Pacific Power & Light Co. (Hydro)
1950 Mallard Lane	1950 Mallard Lane	1950 Mallard Lane
Klamath Falls, OR 97601	Klamath Falls, OR 97601	Klamath Falls, OR 97601
Attn: Kristy Kite	Attn: William Carlson	Attn: Trevor Hoofard

(8) COMPANY further agrees that should it be necessary for COUNTY to pursue collection procedures for the sums due and owing that COMPANY 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) COMPANY releases and forever discharges COUNTY and its employees from any claims and demands against COUNTY for personal injury or property damage (including livestock damage). COMPANY 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 COMPANY 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 (30) days written notice to the other party.

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

PACIFIC POWER & LIGHT CO.

Kristy Ann Kite
Signature

Area Manager
Title

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 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>