

## INTERGOVERNMENTAL AGREEMENT

Oregon Parks and Recreation Department

Agency Agreement OPRIS No. 14056

### Lower Deschutes Noxious Weed and Vegetation Management

This Agreement is between the State of Oregon acting by and through its Oregon Parks and Recreation Department (“OPRD or Agency”) and Wasco County Soil and Water Conservation District (“Wasco SWCD or Local Government”), each a “Party” and, together, the “Parties”.

#### SECTION 1: DEFINITIONS

**“Acceptance” or “Accepted”** means written confirmation by Agency that Local Government has completed a Deliverable according to the Acceptance Criteria and accepted for purposes of interim payment.

**“Acceptance Criteria”** means the criteria for accepting Deliverables required by this Agreement, including but not limited to all specifications and requirements in the Statement of Work, and the Performance Warranties set forth in Section 8.1.

**“Agency Data”** means information created or provided by Agency and information regarding Agency and its clients that is created and collected by Local Government during the course of providing the Services.

**“Agency Intellectual Property”** means any intellectual property that is owned by Agency. Agency Intellectual Property includes any derivative works and compilations of any Agency Intellectual Property.

**“Agreement”** means this Intergovernmental Agreement, including all terms and conditions herein and all Exhibits attached hereto.

**“Authorized Representative”** means a person representing a party to this Agreement who is authorized to make commitments and decisions on behalf of the party regarding the performance of this Agreement.

**“Business Days”** means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding State of Oregon holidays and business closure days.

**“Calendar Days”** mean contiguous days.

**“Local Government Intellectual Property”** means any intellectual property that is owned by Local Government and contained in or necessary for the use of the Deliverables. Local Government Intellectual Property includes Software owned by Local Government, Documentation, and derivative works and compilations of any Local Government Intellectual Property.

**“Deliverables”** means all items that Local Government is required to provide to Agency under this Agreement, including Work Product.

**“Documentation”** means all documents, including documents that are Deliverables described in the Statement of Work that are to be delivered by Local Government under this Agreement.

**“DOJ”** means the State of Oregon acting through its Department of Justice.

**“Effective Date”** means the date specified in Section 4 or the date on which this Agreement is fully executed and approved according to applicable laws, rules and regulations, whichever is later.

**“Local Government Intellectual Property”** means any intellectual property owned by Local Government and developed independently from the work under this Agreement.

**“Maximum Not-To-Exceed Compensation”** is defined in Section 7.0.

**“Milestone”** means the completion date for a specific group of Tasks or Deliverables identified as a Milestone in the Statement of Work.

**“Services”** means all effort to be expended by Local Government under the Agreement.

**“State”** means the State of Oregon.

**“Statement of Work”** or **“SOW”** means the documents that describe the Services to be provided by Local Government, including the Tasks, Deliverables and Milestones, the attributes (including requirements and specifications) of each Deliverable, identification of the Deliverables and Services that are associated with each Task, and a completion date for each Milestone and Deliverable, the Payment Schedule for each Deliverable and Milestone, and any other items as agreed by the parties and attached hereto as Exhibit A, including as amended pursuant to Section 22. The SOW includes Accepted Deliverables, if specifically agreed upon in Exhibit A.

**“Task”** means a segment of the Services to be provided by Local Government under this Agreement.

**“Third Party Intellectual Property”** means any intellectual property owned by parties other than Agency or Local Government. Third Party Intellectual Property includes Software owned by Third Parties, and derivative works and compilations of any Third-Party Intellectual Property.

**“Work Product”** means everything that is specifically made, conceived, discovered, or reduced to practice by Local Government or Local Government’s subcontractor or agents (either alone or with others) pursuant to the Agreement, including every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection). Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product is not Agency Intellectual Property, Local Government Intellectual Property, or Third-Party Intellectual Property.

## **SECTION 2: AUTHORITY**

This Agreement is an intergovernmental agreement subject to Chapter 190 of the Oregon Revised Statutes. The Agreement does constitute an authorization by a public body under ORS 190.010 for a Party to perform one or more inherent governmental responsibilities for the other Party.

## **SECTION 3: PURPOSE**

The purpose of this Agreement is to increase the capacity of vegetation management, namely noxious weed control and exotic grass fuel reduction, on OPRD owned properties along the Lower Deschutes and within the Lower Deschutes Cooperative Weed Management Area (LDCWMA). Wasco SWCD shall increase this capacity by performing, or hiring qualified subcontractors, to perform vegetation management, as needed and requested by OPRD.

## **SECTION 4: EFFECTIVE DATE AND DURATION**

This Agreement is effective on February 23, 2026, or the date of the last signature, whichever occurs last ("Effective Date"), and terminates on December 31, 2030, unless terminated earlier in accordance with Section 19.

## **SECTION 5: AUTHORIZED REPRESENTATIVES**

### **5.1 OPRD's Authorized Representative is:**

Ivan Hartert  
Natural Resource Specialist, OPRD  
1401 Gekeler Lane, La Grande, OR 97850  
541-805-4493 (cell)  
Ivan.hartert@opr.oregon.gov

### **5.2 Wasco SWCD Authorized Representative is:**

Shilah Olson  
District Manager, Wasco County SWCD  
2325 River Rd Suite 3, The Dalles, OR 97058  
541-705-3630 (cell)  
Shilah.olson@or.nacdnet.net

5.3 A Party may designate a new Authorized Representative by written notice to the other Party.

**SECTION 6: RESPONSIBILITIES OF EACH PARTY**

- 6.1 Wasco SWCD shall perform the work set forth on Exhibit A, Statement of Work, attached hereto and incorporated herein by this reference.
- 6.2 OPRD shall pay Local Government as described in Section 7 and shall meet any responsibilities set forth in Exhibit A, Statement of Work.

**SECTION 7: COMPENSATION AND PAYMENT TERMS**

OPRD shall pay Wasco SWCD a maximum not-to-exceed amount of \$100,000.00 for completing all work and delivering all Deliverables required of Wasco SWCD under this Agreement. Wasco SWCD billing invoices shall include this Agreement number, remittance address, invoice date, invoice number, invoice amount, and an itemized statement of work performed, and will not be submitted more frequently than once per quarter. Invoices shall be sent to OPRD’s Authorized Representative as seen in Section 5. Payment to Wasco SWCD will be made within thirty (30) days of each approved invoice. OPRD compensation to Wasco SWCD shall not exceed the rates, as referenced in Exhibit E, of this Agreement.

**SECTION 8: REPRESENTATIONS AND WARRANTIES**

- 8.1 Wasco SWCD represents and warrants to OPRD that:
  - 8.1.1 Wasco SWCD is a Soil and Water Conservation District duly organized and validly existing. Wasco SWCD has the power and authority to enter into and perform this Agreement; and
  - 8.1.2 The making and performance by Wasco SWCD of this Agreement (a) have been duly authorized by all necessary action of Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government’s charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained; and
  - 8.1.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms; and
  - 8.1.4 Local Government and/or its agents, as applicable, has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance

with the standards prevalent in the related industry, trade or profession; and

**8.1.5** Local Government and/or its agents, as applicable, shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

**8.2** OPRD represents and warrants to Wasco SWCD that:

**8.2.1** OPRD has the power and authority to enter into and perform this Agreement; and

**8.2.2** The making and performance by Agency of this Agreement (a) have been duly authorized by all necessary action of Agency, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Agency is party or by which Agency may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Agency of this Agreement, other than those that have already been obtained; and

**8.2.3** This Agreement has been duly executed and delivered by Agency and constitutes a legal, valid and binding obligation of Agency enforceable in accordance with its terms; and

**8.2.4** To the extent that Agency provides services to Local Government, Agency and/or its agents, as applicable, has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Agency will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the standards prevalent in the related industry, trade or profession.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided.

## **SECTION 9: DISPUTE RESOLUTION**

The Parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition to other processes to resolve disputes arising under the Agreement, either Party may notify the other that it wishes to engage in a more guided dispute resolution process. Upon such notification, the Parties shall engage in non-binding arbitration to resolve the dispute. If the Parties do not reach agreement as a result of the non-binding discussion, the Parties may agree to consider further appropriate dispute resolution processes, including binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

## **SECTION 10: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim")

between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN-PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

## **SECTION 11: OWNERSHIP OF WORK PRODUCT - RESERVED**

## **SECTION 12: CONTRIBUTION**

- 12.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 13 with respect to the Third-Party Claim.
- 12.2** With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim ), Agency shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 12.3** With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Government’s contribution amount in any instance is

capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

### **SECTION 13: INDEMNIFICATION BY SUBCONTRACTORS**

Local Government shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Local Government's contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

### **SECTION 14: LOCAL GOVERNMENT DEFAULT**

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 14.1** Local Government fails to perform, observe or discharge any of its covenants, agreements or material obligations under this Agreement; and
- 14.2** Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made; and
- 14.3** Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 14.4** A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in

effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

#### **SECTION 15: AGENCY DEFAULT**

Agency will be in default under this Agreement upon the occurrence of any of the following events:

- 15.1** Agency fails to perform, observe or discharge any of its covenants, agreements, or material obligations under this Agreement; or
- 15.2** Any representation, warranty or statement made by Agency in this Agreement or in any documents or reports relied upon by Local Government is untrue in any material respect when made.

#### **SECTION 16: REMEDIES**

- 16.1** In the event Local Government is in default under Section 14, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 19, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, including for interest within the limits set of ORS 293.462, or (e) exercise of its right of recovery of overpayments under Section 17 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2** In the event Agency is in default under Section 15 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 19.3.3, or in the event Agency terminates this Agreement under Sections 19.2.1, 19.2.2, 19.2.3, or 19.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed according to the requirements, acceptance criteria, representations and warranties of the this Agreement and for authorized expenses incurred and interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for Deliverable-based work, a claim for the sum designated for completing the Deliverable multiplied by the percentage of work completed on the Deliverable and accepted by Agency, for authorized expenses incurred, and interest within the limits of ORS 293.462, less previous amounts paid for the Deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement under Sections 19.1 or 19.2. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 16.2, Local Government shall promptly pay any excess to Agency.

#### **SECTION 17: RECOVERY OF OVERPAYMENTS**

If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government (unless prohibited by law), exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the

overpayment. Prior to withholding, if Local Government objects to the withholding or the amount proposed to be withheld, Local Government shall notify Agency that it wishes to engage in dispute resolution in accordance with Section 9.

#### **SECTION 18: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12 NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

#### **SECTION 19: TERMINATION**

**19.1** This Agreement may be terminated at any time by mutual written consent of the Parties.

**19.2** Agency may terminate this Agreement as follows:

**19.2.1** Upon 30 days advance written notice to Local Government; and

**19.2.2** Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement; and

**19.2.3** Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source; and

**19.2.4** Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government: or

**19.2.5** As otherwise expressly provided in this Agreement.

**19.3** Local Government may terminate this Agreement as follows:

**19.3.1** Upon 30 days advance written notice to Agency; and

**19.3.2** Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement; and

**19.3.3** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned

funding source; and

**19.3.4** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency: or

**19.3.5** As otherwise expressly provided in this Agreement.

**19.4** Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be Deliverables under the Agreement. If Local Government is in default of this Agreement, upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things reasonably needed to complete the work that was to have been performed by Local Government under this Agreement, such documents, research, objects, or other tangible things not to include any third-party software licenses.

## **SECTION 20: INSURANCE**

**20.1** As applicable, Local Government shall require its first-tier contractor(s) that are not units of Local Government as defined in ORS 190.003, if any, to obtain insurance specified in Exhibit C. Provided, however, by mutual agreement, the Parties may set alternative insurance levels for such contractor(s) and memorialize same in an addendum to the Agreement.

**20.2** Local Government may apply to Agency in writing for a waiver of certain of the insurance requirements set forth in Exhibit C.

## **SECTION 21: NONAPPROPRIATION**

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

## **SECTION 22: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement signed by both of the Parties. To avoid ambiguity, the Parties may change their Authorized Representative(s) without amending the Agreement by providing the other Party with written notice of such change.

## **SECTION 23: NOTICE**

Except as otherwise expressly provided in this Agreement, including any notices pursuant to Sections 12 and 19, all notices to be given relating to this Agreement must be given in writing by facsimile, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email

address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 23 Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number. Except as set forth above in this Section 23, the Parties may agree to provide operational notices such as delivery, acceptance or rejection of Services or Deliverables by email as may be mutually agreed in Exhibit A, Statement of Work.

#### **SECTION 24: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

#### **SECTION 25: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

#### **SECTION 26: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

#### **SECTION 27: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

#### **SECTION 28: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

#### **SECTION 29: INTENDED BENEFICIARIES**

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

**SECTION 30: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Each Party may terminate this Agreement upon written notice to the other party after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

**SECTION 31: ASSIGNMENT AND SUCCESSORS IN INTEREST**

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

**SECTION 32: SUBCONTRACTS**

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement. Agency consents to the subcontracts described in the SOW.

**SECTION 33: TIME IS OF THE ESSENCE**

Time is of the essence in each party's performance of its obligations under this Agreement.

**SECTION 34: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No wavier or consent under this Agreement will bind a Party unless signed by an authorized person representing the consenting or waiving Party, Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**SECTION 35: RECORDS MAINTENANCE AND ACCESS**

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document

Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

### **SECTION 36: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

### **SECTION 37: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Insurance), and Exhibit C (Additional Requirements).

### **SECTION 38: ORDER OF PRECEDENCE**

No term stated on any schedule, exhibit, attachment, or other document incorporated into the Agreement will take precedence over a conflicting term in the Agreement unless the term references the conflicting term in the Agreement and clearly recites the parties' intent that it takes precedence.

**SECTION 39: SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON, acting by and through its Oregon Parks and Recreation Department**

---

Chris Parkins, Mountain Region Resource Manager Date

**Wasco SWCD**

---

Shilah Olson, District Manager of Wasco SWCD Date

**EXHIBIT A**

**STATEMENT OF WORK**

**1. BACKGROUND**

This Agreement increases the capacity of vegetation management, namely noxious weed control and exotic grass fuel reduction, on OPRD owned properties along the Lower Deschutes and within the Lower Deschutes Cooperative Weed Management Area (LDCWMA). Wasco SWCD shall increase this capacity, by performing or hiring qualified subcontractors, to perform vegetation management as needed and requested by OPRD. Work under this Agreement consists of vegetation management in Sherman and Wasco Counties on eight (8) separate parcels along the Deschutes River (see Exhibit D Maps). Property acreages are listed on the table below.

Table 1. OPRD Lower Deschutes properties where work may occur:

<b>Name of Property</b>	<b>County</b>	<b>Number of Acres</b>	<b>River Mile</b>
Deschutes River State Recreation Area	Sherman and Wasco	808	0-2.5
Parcel 13	Sherman	1	13
Parcel 14	Wasco	12	14
Parcel 15	Sherman	53	15
Parcel 17	Wasco	75	17
Parcel 18	Wasco	8	18
Parcel 23	Wasco	64	23
Parcel 26	Sherman	5	26
<b>Total Acres</b>		<b>1,026</b>	

## 2. WASCO SWCD OBLIGATIONS

Wasco SWCD shall:

- Perform or hire qualified subcontractors to perform noxious weed work as requested by and coordinated with OPRD; and
- Perform the work in accordance with the OPRD provided scope of work for each requested project; and
- Provide all equipment, labor, materials, and supplies necessary to complete the work; and
- Produce, provide and post all signs in work areas to notify public of pesticide use; and
- Monitor performance of subcontractors to ensure compliance with the respective project's scope of work; and
- Keep record of pesticide application sheets, applicator GPS logs, and financial records and shall provide to OPRD upon request; and
- Communicate regularly with OPRD regarding status of project work, including updates on pesticide applications, signage, fire restrictions and other relevant information; and
- Provide OPRD with final summary for each project completed. Information in the summary must include:
  - Financial records
  - GIS maps of the areas where pesticides were applied
  - Total area treated, amount and types of chemicals used, and detailed information on any pesticide application that occurred within 5 feet of a waterbody or waterway
- Be aware of wildfire risk in the area they are operating and cease operating a vehicle or UTV off of gravel or asphalt roads when the wildfire risk is high, severe, or red flag or if OPRD advises them not to operate equipment.

### 2.1 Noxious Weed Control

Methods to treat/control noxious weeds and reduce fuel loads include, but are not limited to digging, hand pulling, mowing, brushing, trimming, and pesticide application. The method to weed control and vegetation management may vary depending on multiple factors; including location, area, species of weed to be controlled and/or cost. Wasco SWCD shall use their best judgement on which control method is to be used, including choice of pesticide, unless otherwise specified by OPRD. It is expected that the primary treatment method for work performed under this Agreement will be pesticide applications.

**Note:** Below are Wasco and Sherman Counties weed lists and classifications:

- Wasco County:

[https://cms5.revize.com/revize/wascocounty25/document\\_center/Public%20Works/wdlist08.pdf?t=202503260856190&t=202503260856190sher](https://cms5.revize.com/revize/wascocounty25/document_center/Public%20Works/wdlist08.pdf?t=202503260856190&t=202503260856190sher)

- Sherman County:

<https://www.co.sherman.or.us/noxious-weeds-sherman-county/>

#### 2.1.2 Pesticide Applications

Wasco SWCD and/or subcontractors shall be permitted by OPRD to apply pesticides using:

- Manual and powered backpack sprayers; and
- Granular Spreaders; and
- Spot spray wands from all terrain and utility vehicles; and

- Broadcast boom and boomless set-ups from all terrain and utility vehicles; and
- Wand and broadcast set-ups from automobiles.

The use of drones, unmanned aircraft systems, unmanned aerial vehicles, and aircraft (including helicopters) to apply pesticides will only be permitted if coordinated with and approved in writing by OPRD.

### **3. OPRD OBLIGATIONS**

OPRD will:

- Coordinate with Wasco SWCD and provide scopes of work for each project. Each scope of work will include GIS (or other) maps, a detailed description of the area to be treated, priority targets, any applicable Park restrictions or conditions, and other relevant project information; and
- Provide GIS shapefiles for properties and noxious weed survey areas as requested; and
- Provide access to properties as needed which may include providing gate keys and/or codes; and
- Provide history of past treatment methods for the respective work area.

## **EXHIBIT B INSURANCE**

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

### **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors comply with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000.00 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000.00 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

### **COMMERCIAL GENERAL LIABILITY:**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

### **AUTOMOBILE LIABILITY INSURANCE:**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

### **POLLUTION LIABILITY INSURANCE:**

Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than \$500,000.00. Annual aggregate limit shall not be less than \$1,000,000.00.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Contractor termination of this Contract, or, iii) The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

The Contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**EXHIBIT C  
SUBCONTRACTOR INSURANCE**

Local Government shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

**TYPES AND AMOUNTS**

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors comply with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

**COMMERCIAL GENERAL LIABILITY:**

**Required**       **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation.

Coverage shall be written on an occurrence basis in an amount of not less than \$\_\_\_\_\_ per occurrence. Annual aggregate limit shall not be less than \$\_\_\_\_\_.

**AUTOMOBILE LIABILITY INSURANCE:**

Required     Not required

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$\_\_\_\_\_ for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY:**

Required     Not required

**Professional Liability insurance** covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$\_\_\_\_\_ per occurrence. Annual aggregate limit shall not be less than \$\_\_\_\_\_. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

**POLLUTION LIABILITY:**

Required     Not required

Pollution Liability Insurance covering Contractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Subcontract is required. Combined single limit per occurrence shall not be less than \$\_\_\_\_\_. Annual aggregate limit shall not be less than \$\_\_\_\_\_.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Subcontract is also acceptable.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:**

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**ADDITIONAL INSURED:**

The Commercial General Liability insurance and Automobile liability insurance required under the Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

**TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) The expiration of all warranty periods provided under this Subcontract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Contractor and Local Government.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance

documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

**Additional Coverages That May Apply:**

**CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND**

Required     Not required

Employee Dishonesty or Fidelity Bond coverages for state-owned property in the care, custody, or control of the Contractor. Coverage limits shall not be less than \$ \_\_\_\_\_.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:**

Required     Not required

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the Agency covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$ \_\_\_\_\_ per occurrence. Any annual aggregate limit shall not be less than \$ \_\_\_\_\_. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

**MOTOR CARRIER CARGO LIABILITY**

Required     Not required

Motor Truck Cargo Liability Insurance covering loss to cargo in transit during the performance of this Subcontract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$ \_\_\_\_\_.

**AIRCRAFT LIABILITY**

Required     Not required

Aircraft Liability Insurance with a combined single limit for bodily injury and property damage liability including passengers (if carrying passengers other than crew members) of not less than \$ \_\_\_\_\_ per occurrence/aggregate.

**AIR CARGO LIABILITY INSURANCE**

Required     Not required

Air cargo insurance covering loss of cargo in transit during the performance of this contract. Combined single limit per occurrence shall not be less than \$\_\_\_\_\_ per occurrence.

**AIRCRAFT AERIAL APPLICATION LIABILITY**

Required     Not required

Aircraft Aerial Application Liability Insurance covering claims arising from spraying operations. Coverage shall not be less than \$\_\_\_\_\_ combined single limit (alternate language if combined single limit cannot be provided: \$\_\_\_\_\_ per person and \$\_\_\_\_\_ per occurrence for bodily injury and \$\_\_\_\_\_ for property damage). This insurance requirement can also be met with an endorsement to the Aircraft Liability coverage.

**GARAGE LIABILITY**

Required     Not required

Garage Liability Coverage for Garage Operations. Coverage shall include Garage Keepers legal liability for autos left for service or repair and shall not be less than \$\_\_\_\_\_ combined single limit.

**GARAGE KEEPERS LEGAL LIABILITY**

Required     Not required

Garage Keepers' Legal Liability Coverage for autos left for service, repair, storage or safekeeping, with a combined single limit of not less than \$\_\_\_\_\_ per location.

**BAILEE'S COVERAGE**

Required     Not required

Bailee's Customers Property Insurance covering any and all Agency property left in the care, custody, or control of the Contractor. Coverage shall include valuable papers, including but not limited to microfilm. Coverage shall be written on an occurrence basis. Combined single limit per occurrence shall not be less than \$\_\_\_\_\_ for each site or location.

**MARINE PROTECTION LIABILITY**

Required     Not required

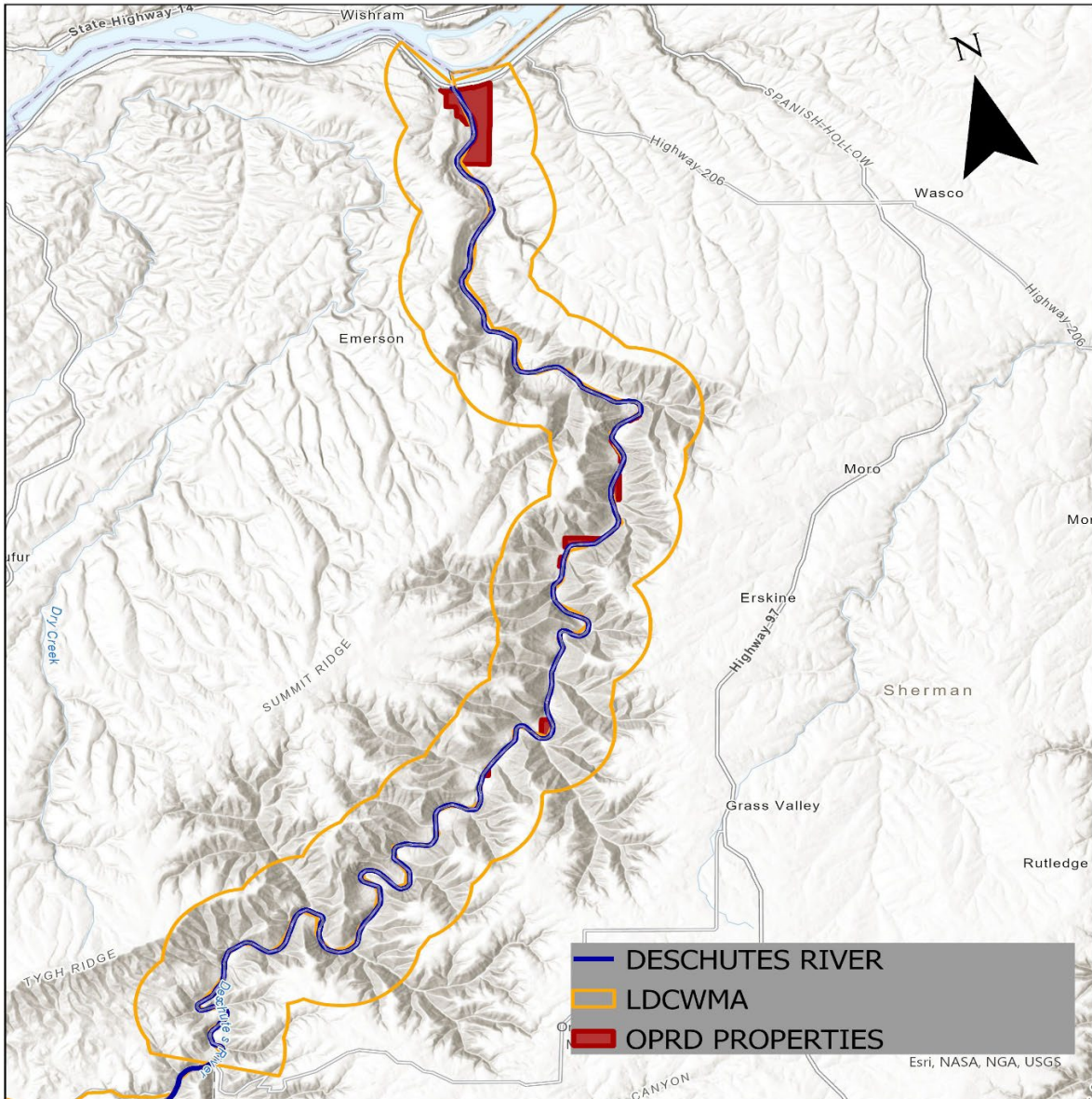
Marine Protection and Indemnity Coverage. Combined single limit per occurrence shall not be less than \$\_\_\_\_\_.

## EXHIBIT D MAPS

The following seven (7) maps show the locations of the eight (8) separate properties that OPRD owns along the Lower Deschutes River. All of these properties are within the Lower Deschutes Cooperative Weed Management Area.

### Lower Deschutes OPRD Properties

Oregon Parks and Recreation Dept.  
725 Summer St. NE, Suite C  
Salem OR, 97301



This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

0 1,250 2,500 Feet

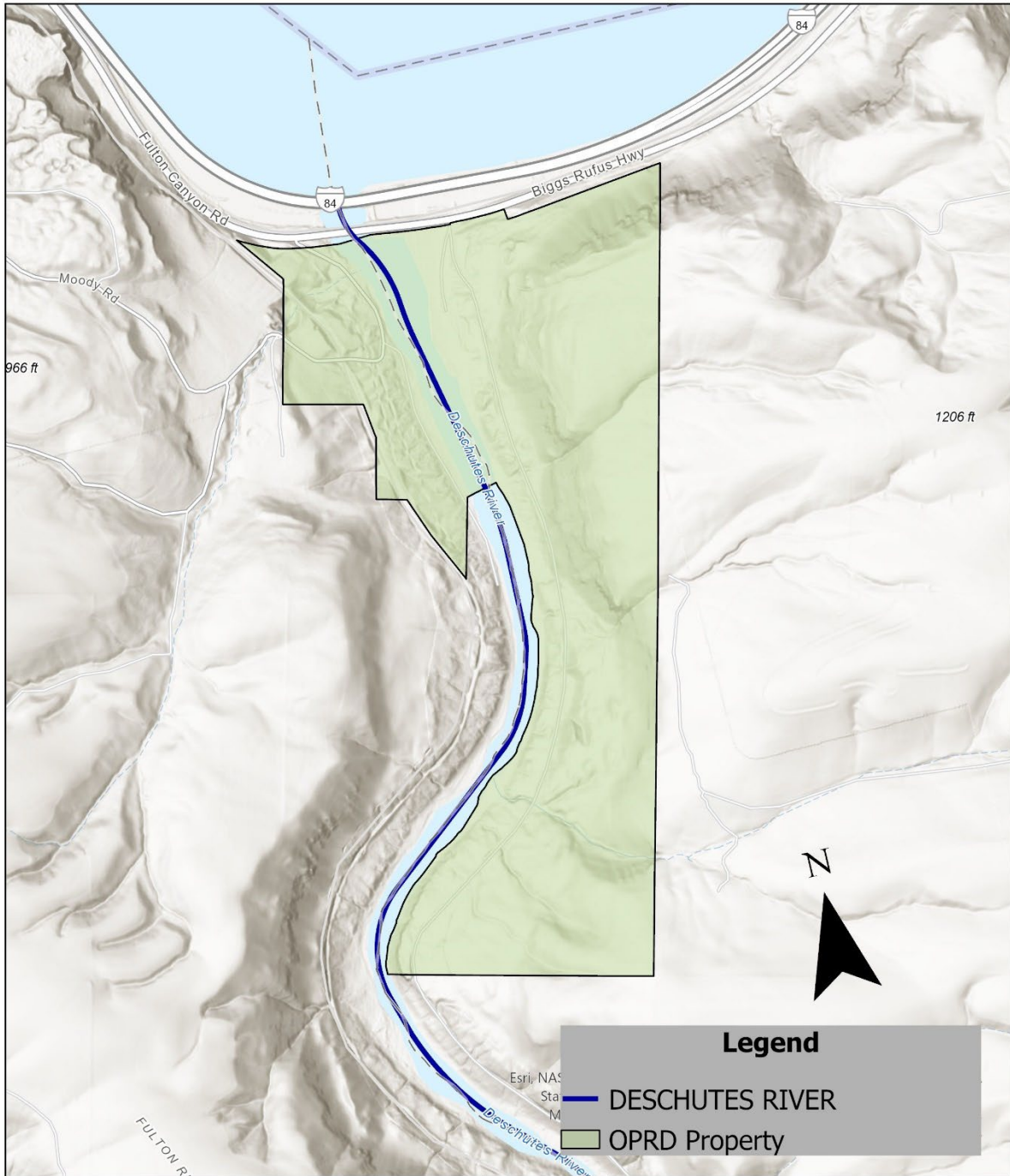
NAD 1983 2011 Oregon Statewide Lambert Ft Intl

Ivan.Hartert 2/11/2026

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# Deschutes River State Recreation Area

Oregon Parks and Recreation Dept.  
725 Summer St. NE, Suite C  
Salem OR, 97301



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NAD 1983 2011 Oregon Statewide Lambert Ft Intl

Ivan.Hartert 2/11/2026

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# Lower Deschutes "Parcel 13"

Oregon Parks and Recreation Dept.  
725 Summer St. NE, Suite C  
Salem OR, 97301



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NAD 1983 2011 Oregon Statewide Lambert Ft Intl

Ivan.Hartert 2/11/2026

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# Lower Deschutes "Parcels 14 and 15"

Oregon Parks and Recreation Dept.  
725 Summer St. NE, Suite C  
Salem OR, 97301



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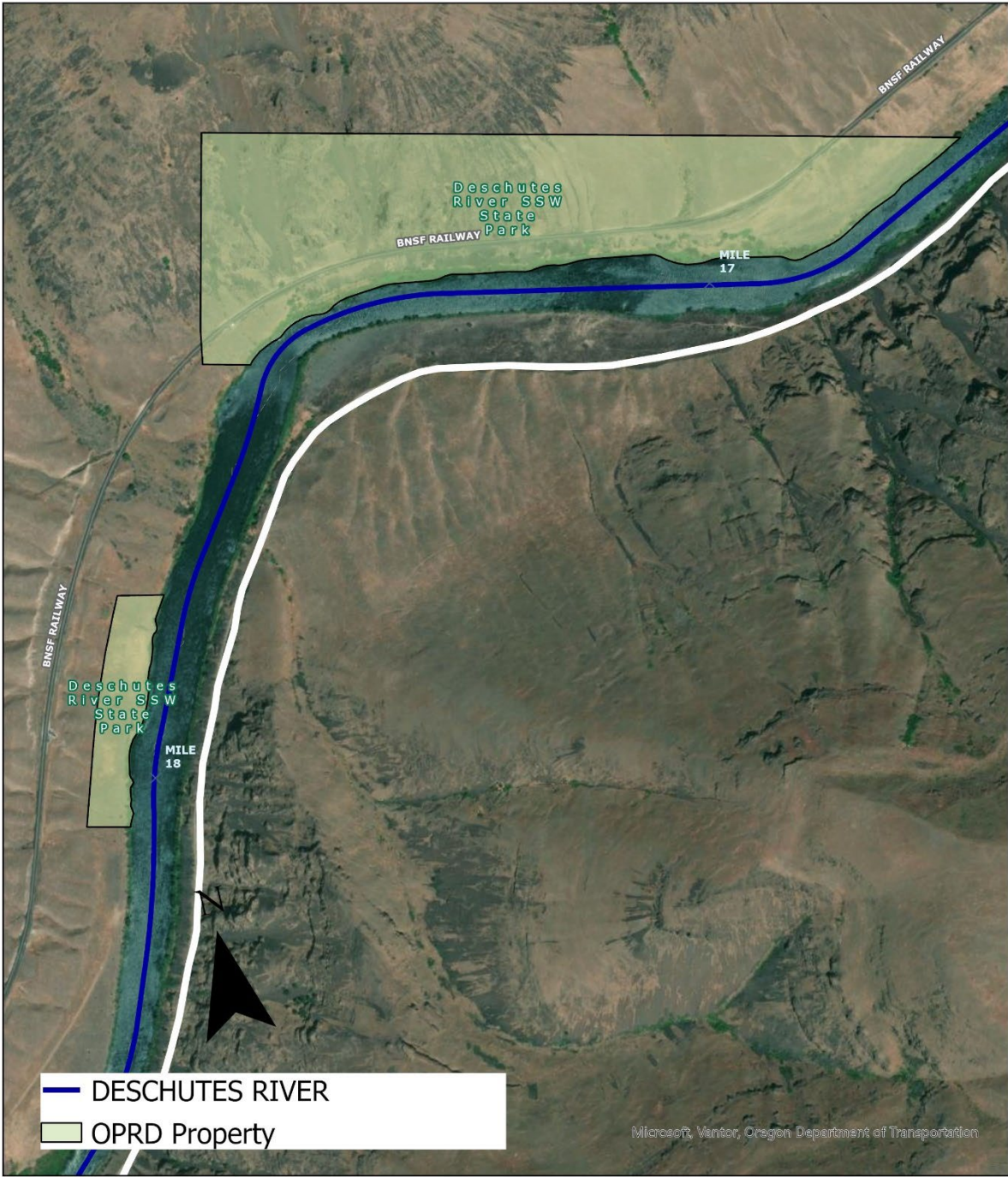
NAD 1983 2011 Oregon Statewide Lambert Ft Intl

Ivan.Hartert 2/11/2026

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# Lower Deschutes "Parcels 17 and 18"

Oregon Parks and Recreation Dept.  
725 Summer St. NE, Suite C  
Salem OR, 97301



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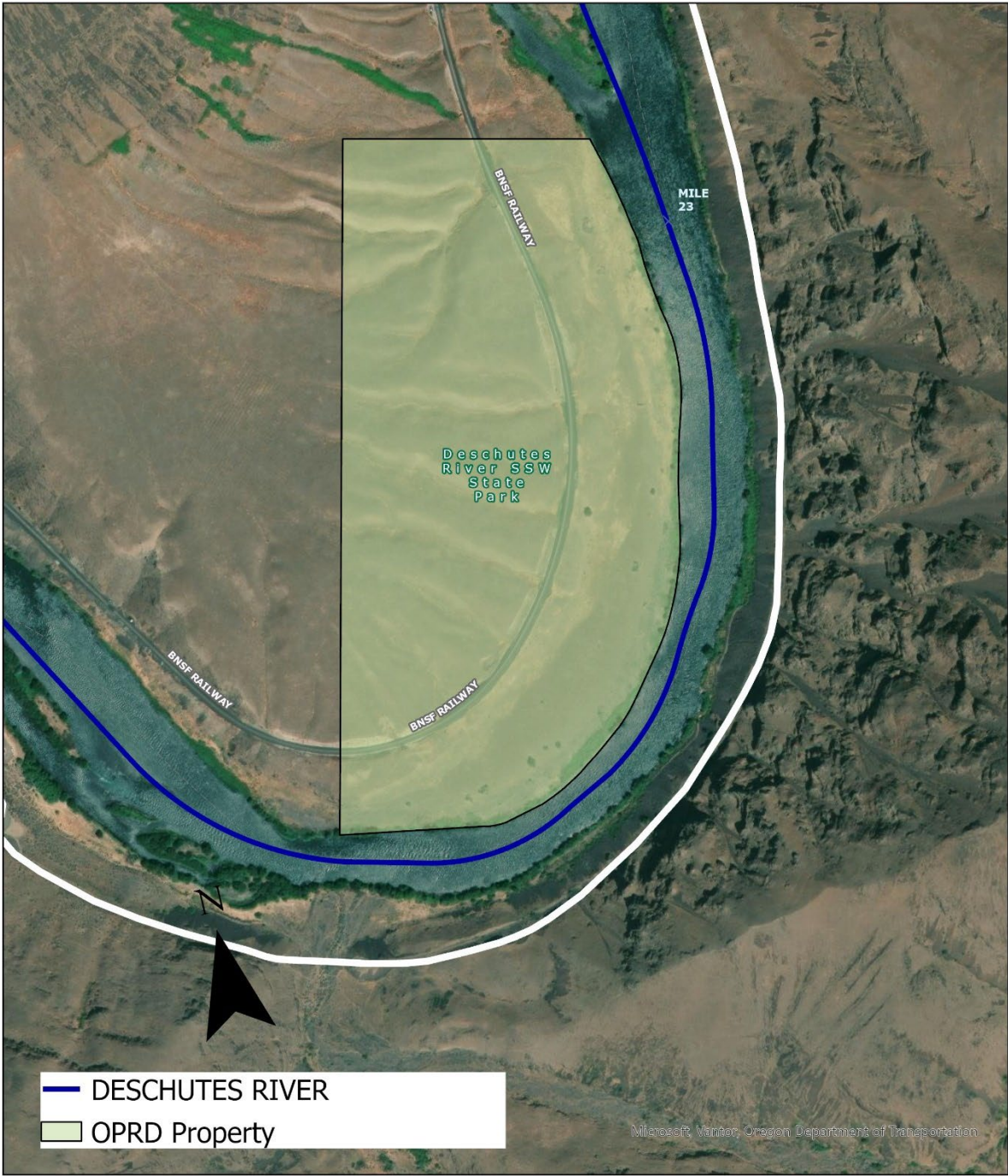
NAD 1983 2011 Oregon Statewide Lambert Ft Intl

Ivan.Hartert 2/11/2026

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# Lower Deschutes "Parcel 23"

Oregon Parks and Recreation Dept.  
 725 Summer St. NE, Suite C  
 Salem OR, 97301



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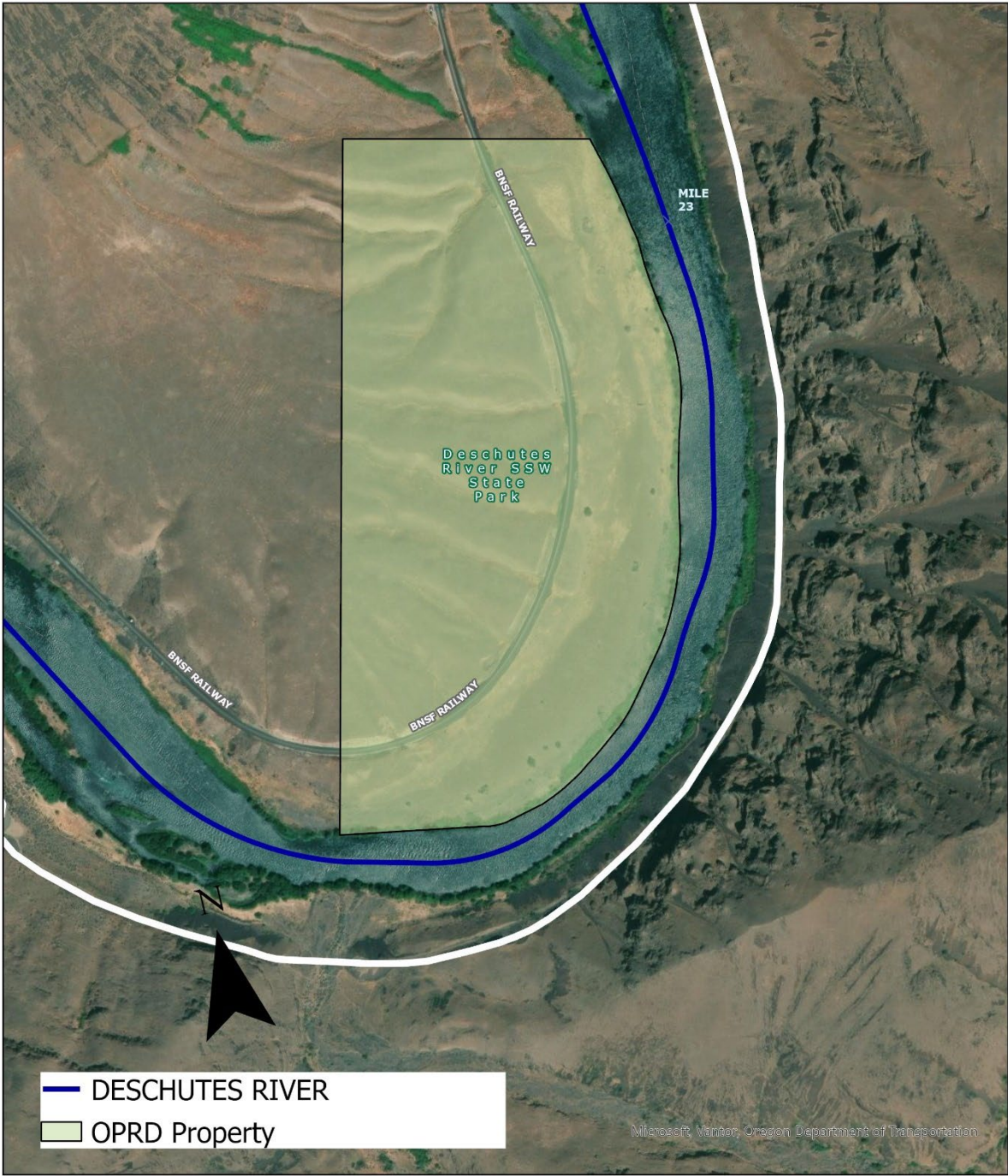
NAD 1983 2011 Oregon Statewide Lambert Ft Intl

Ivan.Hartert 2/11/2026

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# Lower Deschutes "Parcel 26"

Oregon Parks and Recreation Dept.  
725 Summer St. NE, Suite C  
Salem OR, 97301



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NAD 1983 2011 Oregon Statewide Lambert Ft Intl

Ivan.Hartert 2/11/2026

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**EXHIBIT E**

**COMPENSATION RATE TABLE**

This Agreement shall be bound by the rates referenced below. Wasco SWCD rate increase requests shall be permitted, once annually, and must be introduced to OPRD, in writing, at least thirty (30) days prior to anticipated implementation. All rate changes to this Agreement shall be reflected through written Amendment upon mutual agreement of both Parties.

**Wasco SWCD Rates, as of 2/24/2026.**

Item	Unit Type	Unit Cost
<b>Salaries, Wages and Benefits</b>		
CWMA Coordinator - Dark	Hours	\$63.38
SWCD Manager - Olson	Hours	\$96.24
SWCD Office Administrator - Woods	Hours	\$69.88
SWCD Seasonal Weed Techs (x2)	Hours	\$25.00
<b>Travel and Training</b>		
Mileage to Site	Miles	\$.0725
UTV Spraying	Hourly	\$125.00
<b>Materials and Supplies</b>		
Milestone - Est. 10% of OPRD Acres	Ounces	\$2.27
PPE - Gloves - Box of 1,000	Each	\$66.48
PPE - Eye Protection	Each	\$10.00
PPE - Long Sleeve Shirts	Each	\$15.00
<b>Other</b>		
Replace boot brush station	Each	\$35.00
<b>Indirect Costs</b>		
15% Overhead	%	% of total

**OPRD Not-to-Exceed (NTE) Expenditures by Biennium**

	Biennium	NTE Amount
	25-27	\$ 34,000.00
	27-29	\$ 33,000.00
	29-31	\$ 33,000.00
<b>Overall NTE</b>		\$ 100,000.00