

**INTERGOVERNMENTAL AGREEMENT  
FOR NOXIOUS WEED CONTROL SERVICES**

This Intergovernmental Agreement (“Agreement”) is entered into by and between Wasco County, Oregon (“County”) and the Wasco County Soil and Water Conservation District (“District”), collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, ORS 190.010 authorizes units of local government to enter into written agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, ORS 569.360 authorizes the County to create a weed control district and appoint a weed inspector; and

WHEREAS, the District has the technical expertise and infrastructure to manage noxious weed control and desires to perform such services on behalf of the County; and

WHEREAS, the County has determined it is in the public interest to delegate certain administrative functions of its noxious weed control program to the District, consistent with applicable law.

NOW, THEREFORE, the Parties agree as follows:

**1. DELEGATION OF AUTHORITY**

**1.1 Lead Agency**

The County designates the District as the lead agency for administration of the Wasco County Weed Control Program.

**1.2 Scope of Delegated Authority**

The County delegates to the District administrative and enforcement powers authorized under ORS 569.360 through 569.495, to the fullest extent permitted by law. Any authority that must be exercised by the County as a matter of law, including but not limited to formal Board Orders and statutory appointments, is expressly reserved to the County.

**1.3 Weed Advisory Board**

The District Board of Directors shall serve in an advisory capacity as the Wasco County Weed Advisory Board. The District shall meet at least annually to review and recommend updates to the County Noxious Weed List. Final adoption shall be by formal Board Order of the County.

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## **1.4 Weed Inspectors**

All Weed Inspectors shall be employees or contractors of the District but must be formally appointed by the County to exercise statutory authority under ORS Chapter 569.

## **2. District OBLIGATIONS**

### **2.1 Weed Inspections**

The District shall employ or contract for Weed Inspectors authorized to enter lands within Wasco County, excluding entry into dwellings, as provided by ORS 569.370 and other applicable law.

### **2.2 Enforcement and Abatement**

(a) **Voluntary Compliance.** The District shall first seek compliance through education and voluntary cooperation.

(b) **Notice to Control.** If voluntary compliance is not achieved, the District shall issue a Notice to Control in accordance with ORS 569.380 and ensure that such notice is provided in a manner consistent with applicable law.

(c) **Due Process.** All enforcement actions shall comply with applicable statutory notice and opportunity-to-comply requirements.

(d) **Forced Abatement.** If compliance is not achieved within the timeframe specified by law, the District may, as authorized by ORS 569.405 through 569.415, enter the property and perform abatement using its own resources or third-party contractors.

(e) **Exclusion of County Property.** Notwithstanding any other provision of this Agreement, the District's authority to issue a "Notice to Control" or perform "Forced Abatement" shall not apply to real property owned by Wasco County or within County rights-of-way. While the County may contract with the District for weed control services on such lands, the District is prohibited from initiating enforcement actions or certifying liens against the County.

### **2.3 Roadside Vegetation**

The District shall coordinate with County Public Works for noxious weed management within County rights-of-way, consistent with an annual operating plan agreed upon by the Parties.

### **2.4 Grant Administration**

The District may act as the primary applicant and administrator for state and federal grant funding related to weed control and shall be responsible for compliance with all grant requirements and reporting obligations.

## **3. County Obligations**

### **3.1 Compensation**

The District shall perform all services under this Agreement at no cost to the County. The District's primary sources of program funding shall be state or federal grants and the collection of administrative fees and cost recoveries from third-party landowners as permitted by law. However, for any specific weed control services performed by the District on County-owned property or rights-of-way at the request of the County, the County shall compensate the District at a rate agreed upon in writing prior to the commencement of work.

### 3.2 Board Orders and Appointments

The County shall adopt necessary Board Orders identifying the Noxious Weed List and appointing Weed Inspectors to ensure legal authority for enforcement actions.

### 3.3 Transfer of Assets

As part of the transition of the Noxious Weed Control Program, the County shall transfer title and ownership of one (1) 1997 Ford F350 truck (VIN # 1FDLF47G6VEC87470) with 500 gallon spray tank to the District. The District accepts this vehicle in "as-is" condition. The vehicle shall be used primarily for the administration and enforcement of the services described in this Agreement.

## **4. FINANCIAL PROVISIONS AND COST RECOVERY**

### **4.1 Recovery of Abatement Costs**

If the District performs abatement, it shall provide the County with an itemized statement of costs consistent with ORS 569.410.

### **4.2 Liens**

If a landowner fails to pay within the time allowed by law, the County shall assist in certifying the costs to the County Assessor for entry on the property tax roll as a lien in accordance with applicable law.

### **4.3 Administrative Fees**

The District may charge an administrative fee of ten percent (10%) in addition to actual abatement costs, as permitted by law.

## **5. LIABILITY AND INSURANCE**

### **5.1 Indemnification by District**

To the extent permitted by the Oregon Tort Claims Act, the District shall defend, indemnify, and hold harmless the County from claims arising out of the negligent or wrongful acts or omissions of the District in performance of this Agreement.

### **5.2 Indemnification by County**

To the extent permitted by the Oregon Tort Claims Act, the County shall defend, indemnify, and hold harmless the District from claims arising out of the negligent or wrongful acts or omissions of the County.

### **5.3 Insurance**

The District shall maintain:

- (a) General liability insurance of not less than \$2,000,000 per occurrence;
- (b) Workers' compensation insurance as required by Oregon law; and
- (c) Automobile liability insurance for owned or operated vehicles.

The District shall name the County as an additional insured and, upon request, provide proof of insurance.

## **6. TERM AND TERMINATION**

### **6.1 Term**

This Agreement shall be effective upon signature and shall remain in effect until terminated pursuant to this Section.

### **6.2 Termination**

Either Party may terminate this Agreement upon ninety (90) days' written notice.

### **6.3 Transition**

Upon termination, the District shall provide all program records, data, and active enforcement files to the County. The Parties shall cooperate to ensure an orderly transition of ongoing enforcement actions, financial obligations, and grant responsibilities.

## **7. GENERAL PROVISIONS**

### **7.1 Independent Contractor**

The District is an independent contractor and not an officer, employee, or agent of the County.

### **7.2 Compliance with Law**

The Parties shall comply with all applicable federal, state, and local laws.

### **7.3 Records and Public Access**

All records created or maintained under this Agreement are public records subject to Oregon Public Records Law. The District shall maintain such records and make them available to the County upon reasonable notice.

**7.4 Non-Discrimination**

The District shall comply with all applicable non-discrimination laws.

**7.5 Amendments**

This Agreement may be amended only by written agreement signed by both Parties.

**7.6 Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Oregon. Venue for any dispute shall lie in Wasco County, Oregon.

**7.7 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements on this subject.


**7.8 Notices**

All notices shall be in writing and delivered to the Parties at addresses designated by each Party.

**SIGNATURES**

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

WASCO COUNTY

By:   
Name: Scott C. Hege  
Title: Commission Chair  
Date: April 1, 2026

WASCO COUNTY SOIL AND WATER  
CONSERVATION DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_