

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Public Works, hereinafter referred to as the “County”, and Yamhill Soil and Water Conservation District (District) a political subdivision of the State of Oregon, acting by and through its Yamhill Soil and Water Conservation District, hereinafter referred to as the “District”.

RECITALS

WHEREAS, The County and the District are both units of local governments; and

WHEREAS, ORS 190.010 permits a unit of local government to enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that the agency has authority to perform; and

WHEREAS, The County desires to have services from the District that will allow County to provide a Public Works’ Roadside Vegetation Inventory and Management Program relating to native and invasive plants and erosion;

WHEREAS, The District has the expertise and capacity to provide Native and Invasive Species services to the County;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, it is hereby agreed by the parties as follows:

AGREEMENT

1. TERM. This Agreement shall become effective, and services required hereunder shall commence, on the date the Contract is executed by both parties, or on March 1, 2025, whichever is sooner, and shall renew annually on March 1 unless otherwise terminated or extended as provided herein.
2. CONSIDERATION.
 - a. The County shall pay the District half of the FTE salary, taxes, benefits, and insurance, but not in excess of \$50,500.00, for performing the work and delivering the deliverables required of County under this Agreement. Payment shall be made monthly, for work performed to the County's satisfaction during the prior month, within 30 days of receipt of an invoice that adequately sets forth the FTE’s hours worked during the pay period, the total salary paid, and the taxes, benefits, and insurance costs paid by the District for the FTE.
 - b. The County shall lease a vehicle to the District for the FTE’s use at a rate of \$1/year. Fuel and maintenance of the vehicle shall be at the sole cost of the County. Vehicle insurance shall be the responsibility of the District.
3. SERVICES. The District agrees to provide a Native & Invasive Plant Specialist to perform the services as described in Exhibit A, attached hereto and incorporated herein.

The County does not seek to hire the Native & Invasive Plant Specialist as an employee of the County, nor does the District desire the Native & Invasive Plant Specialist to be an employee of the County for performance of the services described in Exhibit A. The parties intend that the Native & Invasive Plant Specialist, in performing the services specified herein, shall be under the sole supervision of the District, and the District shall have professional control of the work and the manner in which the services required hereunder are performed. The District shall have the sole authority to determine the manner and means of performing the services described herein, and the County shall not interfere with, control, or direct the manner or method in which such services are performed. The County shall designate a key contact person through which all requests for services will come and with whom the activities of the District’s specialist will be coordinated. The County may direct the Native & Invasive Plant Specialist as to the work to be assigned on the County’s behalf and shall have the right to direct the required results to the extent such direction may be consistent with the nature of this Agreement. The District, and the Native & Invasive Plant Specialist, shall not be considered an agent of the County, and the County shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the District or its employees, including the Native & Invasive Plant Specialist.

4. REPRESENTATIONS AND WARRANTIES.

a. County Representations and Warranties. The County represents and warrants to the District that:

- i. The County is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon;
- ii. The County has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
- iii. The making and performance by the County of this Agreement: (a) has been duly authorized by all necessary action of the County; (b) does 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 County ordinance or other organizational document; and (c) does 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 the County is party or by which County may be bound or affected;
- iv. 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 County of this Agreement, other than those that have already been obtained;
- v. This Agreement has been duly executed and delivered by the County and constitutes a legal, valid, and binding obligation of the County enforceable in accordance with its terms;

b. District Representations and Warranties. The District represents and warrants to the County that:

- i. The District is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon;
 - ii. The District has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
 - iii. The making and performance by the District of this Agreement: (a) has been duly authorized by all necessary action of the District; (b) does 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 District ordinance or other organizational document; and (c) does 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 the District is party or by which County may be bound or affected;
 - iv. 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 the District of this Agreement, other than those that have already been obtained;
 - v. This Agreement has been duly executed and delivered by the District and constitutes a legal, valid, and binding obligation of the District enforceable in accordance with its terms;
 - vi. The District 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 the District 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 highest standards prevalent in the related industry, trade, or profession; and
 - vii. The District shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.
5. **AMENDMENT.** This Agreement may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and local ordinances. No amendment shall bind either party unless in writing and signed by both parties.
6. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Agreement, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
7. **INDEMNIFICATION.** Each party shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, suits,

actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the party, its officers, agents, or employees performing under this Agreement.

8. **INSURANCE.**

- a. Workers Compensation. To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect coverage sufficient to meet the requirements of Oregon workers' compensation law.
- b. General Liability. To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect liability insurance covering activities and operations described in this Agreement for the duration of the Agreement.
- c. Professional Liability. To the extent applicable, each party shall obtain and at all times keep in effect professional liability insurance as required by law.

9. **TERMINATION.**

- a. Termination for Convenience. Either party may terminate this Agreement in whole or in part without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least 60 days before the intended termination date to the party at the party's address given below. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- b. Termination for Cause. It is further agreed that either party may immediately terminate this Agreement without liability or penalty for any of the following causes:
 - i. Either party breaches any of the provisions of this Agreement;
 - ii. A party no longer holds all licenses or certificates that are required to perform the services required under this Agreement;
 - iii. A party lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow either party to perform in accordance with the provisions of this Agreement; or
 - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services required under this Agreement are prohibited, or either party is prohibited from paying for such services from the planned funding source.

10. **FORCE MAJEURE.** Neither the County nor the District shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of the County or the District. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

11. **ASSIGNMENT; DELEGATION; SUCCESSOR.** Neither party shall assign, delegate, nor transfer any of its rights or obligations under this Agreement without the other party's

prior written consent. A party's written consent does not relieve the other party of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the agent of that party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

12. **GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) and the District that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The District hereby consents to the *in personam* jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.
13. **RECORDS.** Both parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, both parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document both parties' performance hereunder. Parties acknowledge and agree that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making copies, transcripts and excerpts. All such fiscal records and documents shall be retained by parties for a minimum of six (6) years (except as required longer by law) following final payment and 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.
14. **NOTICES.** All notices, bills, and payments shall be made in writing and may be given by personal delivery, mail, or by email. Notices, bills, and payments sent by mail should be addressed as follows:

County: Public Works Department
Mark Lago, Public Works Director
2060 NE Lafayette Avenue
McMinnville, Oregon 97128
lagom@yamhillcounty.gov

District: Yamhill Soil & Water Conservation District
Andy Bleckinger, Executive Director
2200 SW 2nd Street
McMinnville, Oregon 97128
andy@yamhillswcd.org

15. WAIVER. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
17. COUNTERPARTS. This Agreement and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
18. SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
19. SURVIVAL. All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DISTRICT AND THE COUNTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Agreement on the date indicated by their duly authorized officials.

**YAMHILL SOIL AND WATER
CONSERVATION DISTRICT**

Barbara Boyer
Signature

Barbara Boyer
Name (printed)

Board Chair
Title

December 11, 2024
Date

YAMHILL COUNTY

Signed by:
Lindsay Berschauer
Chair, LINDSAY BERSCHAUER

Signed by:
Mary Starrett
Commissioner, MARY STARRETT

Signed by:
Kit Johnston
Commissioner, KIT JOHNSTON

1/2/2025
Date

APPROVED AS TO FORM

Signed by:
By: Jodi Gollehon
Jodi Gollehon
Assistant County Counsel

Approved by the BOC on:12/19/24
via Board Order No.:24-360



**YAMHILL SOIL & WATER
CONSERVATION DISTRICT**

Native & Invasive Plant Specialist

Position Description

Position Classification Details:

Employee:

Title: Native & Invasive Plant Specialist

Status: Permanent, Full-Time, Salary (exempt), At-will

Supervisory: No

District Pay Scale Range: PS 6-8 (\$50,000 - \$75,000 as of 2024) *NOTE: These amounts will increase in 2025

Starting Pay Scale: PS 6-8 (~\$50,000 - \$61,500 as of 2024) *NOTE: These amounts will increase in 2025

Effective Date: March 1, 2025

See the [Yamhill SWCD Employee Handbook](#) for benefits and other information.

Summary:

This is a shared position between the Yamhill Soil & Water Conservation District (District) and the Yamhill County Department of Public Works (Public Works). The primary responsibilities of this position are to lead the District Noxious Weeds Program and Public Works' Roadside Vegetation Inventory and Management Program relating to native and invasive plants and erosion. This position will self-manage grants and agreements, provide technical assistance promoting natural resource Best Management Practices (BMPs), fund and manage conservation and restoration projects, and manage Public Works' on-going roadside vegetation inventory program. Projects require collaboration and partnerships with landowners, land managers, and other organizations. This position is currently funded for 1 year, is dependent on acquiring and maintaining grant funding for continuation, and may change over time due to grants received and available funds.

Location & Schedule:

This position will be located at the District's Miller Woods office, 15580 NW Orchard View Rd, McMinnville, OR 97128. The position's primary work schedule is five days per week, 8 hours per day, Monday through Friday, with the option of a 4-10 schedule during the summer. The regular schedule may be adjusted to support position responsibilities.

Supervision Received:

The District Protected Lands Manager serves as the direct supervisor to the Native & Invasive Plant Specialist (employee). The position acts on behalf of the District Board and reports to the full Board of Directors through

2200 SW 2ND ST, MCMINNVILLE, OR 97128 📍 (503) 472-6403 📞 YAMHILLSWCD.ORG

monthly staff reports and board meetings. The District Employee Relations Advisory Group meets with the employee at least annually to review performance and discuss progress in meeting goals. The position also acts on behalf of Public Works and reports and responds to the Public Works Vegetation Management Supervisor.

Supervision Exercised:

The Native & Invasive Plant Specialist has no direct supervisory responsibility over other employees of the District or Public Works. However, they are responsible to ensure that District or Public Works volunteers, interns, contractors, and temporary hourly employees under their direction are properly informed of District or County policies and receive all necessary training.

Work Conditions & Physical Demands:

This position involves periodic travel to early morning, daytime and evening meetings, field tours, conferences, workshops, events, training sessions, and District, County, and landowner properties, and may include towing a trailer or agricultural equipment. This position requires a combination of office and fieldwork. Office work involves regular use of computers and prolonged sitting or standing at a desk and in meetings. Field work requires walking over rough or uneven terrain, often through brush or high grasses, sometimes in inclement weather, and carrying objects such as a 3-gallon backpack sprayer, measuring tools, and supplies. Field work may also include working in and around water, stream banks, and stream beds, and along roadsides. Occasional use of hand and power tools may be necessary. Employee must have a valid Oregon driver’s license and a good driving record.

Equal Opportunity Employer and Provider:

Yamhill Soil and Water Conservation District and the Yamhill County Department of Public Works prohibit discrimination against their employees, applicants for employment, directors, partners, customers, clients, contractors, and visitors on the basis of race, color, national origin, religion, sex, gender identity or expression, sexual orientation, disability, age, marital status, family/parental status, expunged juvenile record, performance of duty in a uniformed service, physical or mental disability, citizenship, genetic information, income derived from a public assistance program, political beliefs, prior civil rights activity, or any other characteristic protected by federal, state, or local law, regulation, or ordinance. The District and Public Works are prepared to make appropriate arrangements and/or accommodations for persons with disabilities.

Position Responsibilities:

Yamhill Soil & Water Conservation District Noxious Weeds Program - 40%

Employee will lead the District Noxious Weeds Programs, and manage all aspects of funded projects, from beginning to end, including but not limited to writing and applying for grants, tracking budget and finances, documentation, reporting, submitting financial requests, and seeing through all requirements to successfully complete grants and agreements relevant to this position. Projects include, but are not limited to:

- Oregon Department of Agriculture (ODA) Noxious Weed Grants - Yamhill Priority Weed Control and Mid-Willamette Aquatic EDRR (Early Detection Rapid Response)
 - Work with District partners, staff, and contractors to achieve ODA weed grant deliverables.
 - Conduct outreach to landowners to acquire permissions to access and treat invasive weeds on private lands.

- Inventory and treat noxious weeds on District, county, and landowner properties, which may include mowing, applying herbicide, and other IPM (Integrated Pest Management) practices.
- Assist landowners with project planning and implementation, scheduling contractors, purchasing supplies, and providing technical assistance.
- Yamhill Weed Control District and Weed Inspector Lead
 - Respond to noxious weed inquiries and complaints.
 - Preparation and presentation of information for annual weed meeting.
 - Prepare an annual noxious weed report and submit it to the County Board of Commissioners in January of each year.
 - Work with ODA to address high priority EDRR weeds.
 - Work with ODA Natural Resources staff to meet objectives as the Weed Inspector for Yamhill County Weed Control District.
- Community and Landowner Engagement
 - Help plan and participate in District organized events to include, but not limited to: Native Plant Sale, Woodland Tour, and Annual Meeting and Dinner.
 - Help develop educational factsheets and technical handouts.
 - Contribute content to District newsletter, social media, and website.
 - Organize workshops and field tour opportunities that share innovative ideas and promote the implementation of conservation practices for landowners and managers.
 - Educate the public on conservation issues through current and new engagement opportunities.
- Other Projects
 - Apply for funding and manage other conservation projects as appropriate to accomplish District goals and objectives.
 - Support and assist team members on other grants, agreements, and projects as needed.
 - Provide assistance to and serve on committees as established by the District Board of Directors, and advisory groups as established by the District Executive Director, including the Noxious Weed Advisory Group.

District Protected Lands Program - 10%

Employee will conduct vegetation management on District owned properties:

- Provide control of priority invasive species during off-season through chemical and mechanical means.
- Help Protected Lands Manager with other restoration and conservation projects on District properties, as required.

Public Works Roadside Vegetation Inventory and Management Program - 50%

Responsibilities will include but not be limited to:

- Regularly update and maintain the County road inventory of rights-of-way (ROW) for native and invasive species and erosion so that all road inventories are updated on a rotation of at least every three years.
- Develop specific invasive species overlays to help develop Public Works spray schedule; coordinate with District priority weed management.
- Inventory County parks properties for priority native and invasive species. Develop management plans as requested.
- Kincaid's Lupine
 - Inventory populations in designated Special Maintenance Zones (SMZ's) on ROW

- Inventory populations at Deer Creek Park
- Develop and implement restoration projects for increasing the size of Kincaid's lupine populations and improving connectivity so that Fender's blue butterflies which depend on them can move between populations.
- Develop vegetation management plans and maintenance recommendations for:
 - Dupee Valley-Eagle Point Roads Native Plant Community SMZ
 - Milkweed SMZ's
 - Abbey-Kuehne-Hendricks (AKH) restoration area
 - Priority native plant species and communities, such as *Delphinium menziesii*, *Viola praemorsa*, *Lathyrus holochlorus*, and other natives with limited populations in Yamhill County.
- Create PDF maps as requested and to support grant applications.
- Support the Vegetation Management Supervisor to address erosion issues along County ROW and County parks:
 - Erosion control hydroseeding demonstration projects
 - Inventory for weeds
 - Develop management plans
 - Outreach to private landowners adjacent to the county ROW
- Identify and secure funding to support Public Works programs and services where available and appropriate. Employee will manage all aspects of funded projects, from beginning to end, including but not limited to writing and applying for grants, tracking budget and finances, documentation, reporting, submitting financial requests, and seeing through all requirements to successfully complete grants and agreements relevant to this position. Projects include, but are not limited to funding for:
 - Maintenance and expansion of native plant communities in ROW and county owned lands
 - Invasive plant eradication and management
 - Roadside erosion and vegetation management to comply with mercury total maximum daily limit (TMDL) requirements
 - Fish-passage culvert replacement
 - Wetland enhancement and protection on county property.
 - Other projects as appropriate to accomplish Public Works mandates.
- Coordinate with Linfield University and others to provide opportunities for ecology classes to survey and monitor native plant areas in public ROW, including AKH.

Other Responsibilities as Assigned - Nominal

- Other activities and assignments as directed relating to District or Public Works programs and services.
- Employee will work closely with multiple partners to successfully communicate, plan, and implement conservation opportunities and efforts. Anticipated responsibilities include, but are not limited to:
 - Work with local partners like the Greater Yamhill Watershed Council to cooperate on landowner recruitment, project development, and implementation.

Preferred Qualifications:

- A Master's Degree with 2+ years of experience, or a Bachelor's Degree with 4+ years of experience. The degree should be in agricultural or environmental sciences, natural resource management, watershed

management, soil or water quality, or a related discipline. Additional relevant personal and professional experience may be accepted in place of a degree.

- Experience or knowledge of planning and/or implementation of conservation plans or projects that improve and maintain soil health, water quality and quantity, wildlife habitat, and other natural resource values.
- Willingness to apply herbicides and maintain a current Oregon Pesticide Applicators license. Successful applicants will be required to obtain an applicators apprentice license within 2 weeks of starting date if not currently licensed, and a full applicators license within 3 months of starting date if not currently licensed.
- Experience identifying native and invasive plant species, including grasses, forbs, shrubs, and trees.
- Experience researching, writing, and managing grants and agreements.
- Proficiency in Microsoft Windows, Microsoft Office, Gmail, Adobe Acrobat, and ArcGIS software.
- Ability to work independently and as part of a diverse team to promote a positive, respectful, and inclusive work environment.
- Experience working with landowners and managers in a cooperative and productive manner.
- Experience working on projects with multiple partners and objectives.
- Employee must possess a valid driver's license upon employment and an Oregon driver's license within three months of employment.
- Employee must pass any necessary background checks within 30 days of employment.

Reviewed by the Yamhill SWCD Employee Relations Advisory Group and the Yamhill County Department of Public Works.

Signed by:

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Executive Director **1/2/2025**

 Date

DocuSigned by:

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Mark Lago, Yamhill County Department of Public Works Director **1/2/2025**

 Date