

**DESCHUTES COUNTY
NOXIOUS WEED FINANCIAL ASSISTANCE PROGRAM AGREEMENT**

Deschutes County, a political subdivision of the State of Oregon, (County) will provide financial assistance to persons occupying or controlling private land in Deschutes County to assist in controlling noxious weeds subject to the terms of this Agreement. Subject to available funding, awards of financial assistance will be made for weed abatement and restoration projects that provide the largest public benefit. The Agreement to provide financial assistance incorporates the following conditions and the Applicant's Application set forth below.

1. The weed(s) to be eradicated must be listed as an "A" or "B" weed on the County Noxious Weed List, unless the Weed Board approves other proposed weed(s).
2. Financial assistance under this program is subject to the availability of funds for this program. The County reserves the right to cancel the program and limit the amount of funds available for each Applicant.
3. By accepting financial assistance for a project, the Applicant agrees to be solely responsible for the application of treatments to the land described in the Application. The Applicant covenants that the Applicant is properly licensed by the State of Oregon to apply any herbicides and other chemicals or agents listed in the Application and agrees to apply such substances in accordance with the laws of the United States, State of Oregon, and any regulations and rules thereunder. Applicant agrees to strictly follow any and all label instructions, manufacturer's recommendations and accepted industry standards. Applicant agrees that no chemicals or agents for which financial assistance is provided or offered will be applied to the waters of the United States or the State of Oregon on in or along any streams, rivers, canals, ponds, flood irrigated lands, lakes or other bodies of water. Flood irrigated lands are not eligible for financial assistance.
4. It is agreed by and between the parties that Applicant is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Applicant delivers services under this Agreement or exercise any control over the activities of Applicant. Applicant is not an officer, employee or agent of County as those terms are used in ORS 30.265.
5. This Application does not constitute a National Pollutant Discharge Elimination System (NPDES) permit. Applications of aquatic herbicides to waterways are subject to the requirements of the federal Clean Water Act, meaning that a NPDES permit must be obtained prior to applying herbicides to waterways of any nature. Those certain assurances entitled "Assurances – Non-Construction Programs," standard Form 424B, attached hereto are incorporated herein by reference. Applicant, to the extent applicable, shall comply with the above referenced assurances.
6. County is not, by virtue of this agreement, a partner or joint venturer with Applicant in connection with activities carried out under this agreement, and shall have no obligation with respect to Applicant's debts or any other liabilities of each and every nature.
7. Applicant shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Applicant or its officers, employees, contractors, or agents under this Agreement.
8. Applicant shall be solely responsible for any income tax consequences associated with receipt of program financial assistance under this agreement. In addition, upon request, the applicant shall furnish County with relevant tax identification for reporting purposes.
9. Applicant hereby grants access to go upon all real property benefited by the project to the Deschutes County Weed Board, the Weed/Vegetation Manager and their representatives to evaluate and monitor the project.
10. Approval of this Application constitutes an agreement between the Applicant and the County. Financial Assistance will be paid upon completion of the project, receipt of required documentation and verification by the Weed/Vegetation Manager.

This application must be submitted and approved before you start your project.

Name: _____

Telephone: _____

Address: _____
Mailing Address of Applicant

Project Location(s): _____

If different from mailing address. Address OR Township, Range, Section and Lot number. Include map of the project area if possible.

Email address: _____

Target Weed(s): _____

(Weed(s) project is focused on. The project must include a plant from the "A" or "B" Deschutes County Weed List.)

Proposed Acreage: _____

Amount of infested acres that will be surveyed, treated and restored.

Proposed or Existing Use of Land: _____

Estimated Project Cost: (For treatment and restoration) _____

Approximate Starting Date: _____

Treatment and Restoration Plans:

Maintenance and Monitoring Plans: (What plans will be incorporated to prevent future infestation?)

I have read the above agreement, understand its terms and agree to comply with the above listed criteria and be responsible for the project.

APPLICANT'S SIGNATURE

DATE

APPROVAL BY

DATE

RETURN TO: Noxious Weed Program, 61150 SE 27th Street, Bend, OR 97702 or ed.keith@deschutes.org

After this application has been reviewed you will be contacted.