

**JOSEPHINE COUNTY**  
**INTEGRATED VEGETATION MANAGEMENT PROGRAM**

**New**

**TO: JOSEPHINE COUNTY PUBLIC WORKS**  
**FROM: PROPERTY OWNER(S) OR CONTRACT PURCHASER(S)**  
**RE: REQUEST NOT TO APPLY HERBICIDES FOR VEGETATION MANAGEMENT AND AGREEMENT TO MAINTAIN ROADSIDE VEGETATION**

The undersigned, being the owner(s) or contract purchaser(s), hereinafter referred to as "OWNER", of property described herein, does request Josephine County Public Works, hereinafter referred to as "COUNTY", not to apply herbicides for Vegetation Management measures on such property or on road right-of-way adjacent to the OWNER'S property described as follows:

Township: \_\_\_\_\_ Range: \_\_\_\_\_ Section: \_\_\_\_\_ Taxlot: \_\_\_\_\_  
Property Address: \_\_\_\_\_ Approximate Linear Frontage: \_\_\_\_\_  
Road Number: \_\_\_\_\_ Situs: \_\_\_\_\_  
Location as to miles from known landmark: \_\_\_\_\_

In consideration of COUNTY honoring OWNER'S request, OWNER hereby agrees to the following conditions:

1. That all vegetative growth (including brush and/or weeds) within the COUNTY right-of-way and the posted limits of the subject property's road frontage shall be maintained in a condition equivalent to that which COUNTY maintains on other county roads in the Road District where the property is located, and also in accordance with County standards and objectives.
2. That all required vegetation control shall be at OWNER'S expense and that if the required control is not met within thirty (30) days after notice by registered mail to do so, COUNTY may administer such control measures as it deems necessary for corrective maintenance work. In such an event, that COUNTY has the authority to act immediately to remove/correct any unsafe/hazardous conditions without prior notification. COUNTY shall have the right to terminate this agreement, and OWNER may not be eligible for an agreement for one (1) year from any termination date.
3. Assume full responsibility for keeping such areas posted with standard county signs that are clearly visible at all times, including maintenance, repair, and replacement of signs. This shall be done by placing "Owner Maintains Roadside Vegetation" signs, originally provided by COUNTY, in a conspicuous location on the property lines adjacent to the road shoulder, so they are clearly visible by oncoming COUNTY vehicles.
4. That this agreement is valid for a period of one (1) year from the issue date, and must be renewed each and every year to remain in effect. OWNER may terminate this agreement upon written notification to COUNTY any time within the one (1) year period.

**Additional Conditions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Owner(s): \_\_\_\_\_ Owner's Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Signature by County: \_\_\_\_\_ Email: \_\_\_\_\_  
Public Works Director or Authorized Representative

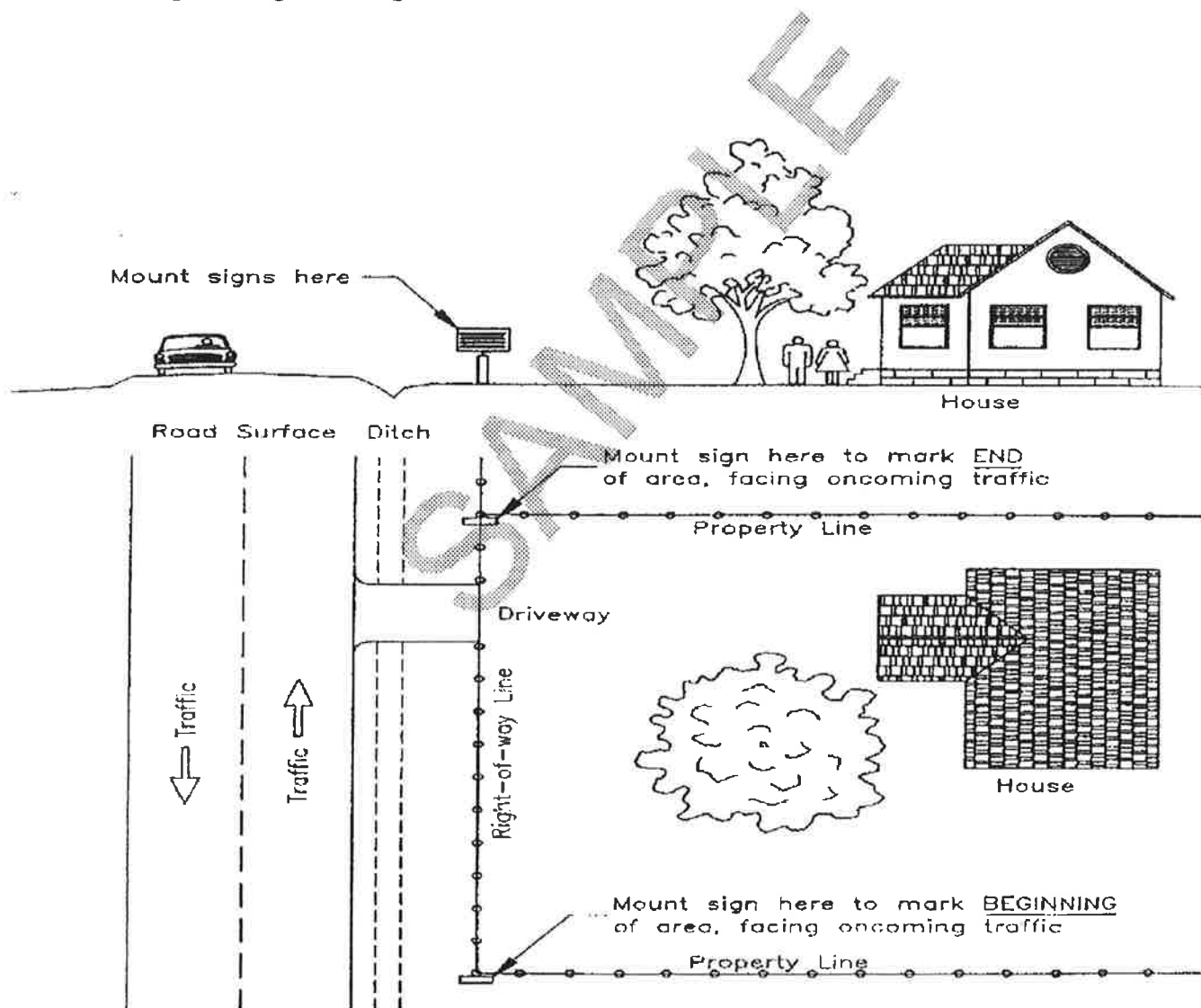
Original Request: \_\_\_\_\_ Issue Date: \_\_\_\_\_  
Renewal Request: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Attach: Release and Waiver Agreement for Projects on Josephine County Road Right-of-Way and Other County Property  
*Map and signing instructions on reverse*

## Installation Instructions

### Owner Maintains Signs

1. Install the "Owner Maintains" signs immediately
2. Place signs on the edge of the right-of-way behind and drainage ditches, preferably on the line that separates the right-of-way from the private property. (See diagram below)
3. Mount the sign(s) on a fence post, a sturdy pole, or some other sturdy object. Signs are not to be mounted on mailboxes or mailbox posts.
4. Mount signs four feet above ground level. If the location is down a slope without good visibility from the road by our vegetation crews, adjust height of the sign(s) so visibility is clear.
5. Place signs facing oncoming traffic.



**RELEASE AND WAIVER AGREEMENT  
FOR PROJECTS ON JOSEPHINE COUNTY ROAD RIGHTS-OF-WAY  
AND OTHER COUNTY PROPERTY**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019 between Josephine County, a Political Subdivision of the State of Oregon, acting by and through its Public Works Department, (hereinafter referred to as "County") and \_\_\_\_\_, (hereinafter referred to as "Permittee"). Permittee shall perform the following work on a County road right-of-way or other County property. Such work, event or project shall hereinafter be referred to as "the project."

<u>TYPE OF ACTIVITY</u>	<u>INSURANCE REQUIRED</u>
(a) _____ Utility, Pipeline, Culvert, or Structure Installation	Yes - See Exhibit "A"
(b) _____ Driveway/Road Approach Installation	Yes - See Exhibit "A"
(c) <input checked="" type="checkbox"/> _____ Vegetation Control or Management Work	No
(d) _____ Litter Clean-up	No
(e) _____ Other/paving	Case by Case Basis

Road Name: \_\_\_\_\_, or

Location of County Property: All projects within County right-of-way as approved by County staff for a period of one year.

In consideration for the above stated use of a County Road Right-of-way or other property, Permittee hereby acknowledges, accepts, and agrees to the following terms and conditions:

- 1. Insurance Coverage.** Permittee shall provide insurance coverage in accordance with county requirements. Any such requirements shall be attached hereto as Exhibit "A", and are attached hereto by this reference.
- 2. Indemnification.** Permittee agrees to protect, defend, indemnify, and hold Josephine County and its officers, employees, and agents free and harmless from, and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of, or relating to, any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly, out of the installation, maintenance, or repair of the Project.  
  
Without limiting the generality of the foregoing, any and all such claims relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Permittee further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at Permittee's sole expense and agrees to bear all other costs and expenses related thereto.
- 3. Waiver.** Permittee hereby waives, releases, acquits, and forever discharges County, its officers, agents, employees and assigns, from any and all claims, damages and causes of action of whatsoever nature, whether in contract or tort, common law or statute, which have accrued or may ever accrue as a result of Permittee's use of County property as described herein.
- 4. Liability for Injury or Damage.** County shall not be responsible or liable for any injury to person or damage to property occurring while Permittee is operating on County road right-of-way or County property. Permittee shall be held responsible and liable for any and all injury or damage to, or destruction of, any road, appurtenant structure or County property, and hereby agrees to reimburse County for the cost or expense of repairing or restoring any road, appurtenant structure or County property so injured, damaged or destroyed; such reimbursement shall be made by Permittee within thirty (30) days of being billed for the cost incurred by County. When required by the Public Works Director, Permittee shall furnish a certified check or a surety bond, in the amount specified by the Public Works Director, to guarantee completion of Permittee's Project and payment of any claims for damages

County assumes no responsibility or liability for any damage that may be caused to Permittee's Project, due to subsequent routine road maintenance or road improvements.

**5. Project Initiation and Acknowledgement of Risk.** County has not in any way solicited, induced, or requested Permittee, or any organization of which Permittee is a member, to perform Permittee's Project. Permittee is aware that there is a significant risk in performing the Project, has considered that risk, and has decided to proceed with the project despite that risk. Permittee agrees that the Project shall be performed at Permittee's own risk.

**6. Signing and Traffic Control.** Signing and traffic control for the Project shall follow requirements in the Federal Highway Administration Manual on Uniform Traffic Control Devices. Permittee shall be responsible for clean up of any debris and repair of any damage within the County right-of-way or on County property as a result of Permittee's operations. Upon conclusion of Permittee's Project, all areas within the County road right-of-way or County property shall immediately be restored to the same or better condition as that which existed prior to Permittee's Project.

**7. Minors Working on the Project.** Any minors working on the Project shall be given all protections accorded to minors by rules of the Oregon Bureau of Labor and Industries. Minors shall be supervised by a parent or legal guardian at all times while on the Project site. Participation by, or presence at the Project site of, individuals under 16 years of age is not permitted.

**8. Revocation.** Permission to perform any work for the Project may be revoked at any time when, in the judgment of the Josephine County Public Works Director or his authorized representative, Permittee has made misrepresentations about the Project, or the Permittee is in violation of any of the provisions of this Release and Waiver Agreement. Permittee shall not undertake any work for the Project, or similar projects, without the express, specific, written approval of County.

**9. Savings Clause.** In any case in which any provision, or part, of the Release and Waiver Agreement would violate any law, the remainder of the provisions, and parts hereof, shall remain in full force and effect.

\_\_\_\_\_  
Signature of Permittee (Representative)

\_\_\_\_\_  
Public Works Director or Authorized Representative

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

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(Form Date: Approved by County Legal Counsel on August 18, 1999)

Revised by BCC on April 26, 2000