

C50-2025

**AGREEMENT BETWEEN COLUMBIA COUNTY  
AND  
WEYERHAEUSER TIMBER HOLDINGS, INC, A DELAWARE CORPORATION  
FOR THE DELIVERY OF ENHANCED LAW ENFORCEMENT SERVICES**

This Agreement for the Delivery of Enhanced Law Enforcement Services (“Agreement”) is entered into on the date last signed, below, and shall be retroactive to April 1, 2025 (the “Effective Date”), by and between WEYERHAEUSER TIMBER HOLDINGS, INC, a Delaware corporation (“Weyerhaeuser”), and COLUMBIA COUNTY, OREGON, a political subdivision of the State of Oregon (“County”), by and through the Columbia County Sheriff’s Office, each referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS:**

WHEREAS, Weyerhaeuser owns timberland in Columbia County, Oregon (“Columbia County”) and is in need of enhanced law enforcement services; and

WHEREAS, the Columbia County Sheriff has agreed to provide enhanced law enforcement services on Weyerhaeuser property located within Columbia County (“Weyerhaeuser Property”).

**AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** This Agreement shall remain in full force and effect commencing on the Effective Date and continue through December 31, 2025 (the “Initial Term”). After the expiration of the Initial Term, this Agreement shall automatically renew for an additional one-year term (each, a “Renewal Term” and collectively with the Initial Term, the “Term”). Either Party may elect not to renew for an additional Renewal Term by giving written notice to the other Party at least sixty (60) days’ prior to the expiration of the Term.
2. **Law Enforcement Services.** Commencing on the Effective Date, the County shall provide enhanced law enforcement services on Weyerhaeuser’s land throughout Columbia County (collectively, “Weyerhaeuser Property”), which shall include:
  - 2.1. Provide a deputy sheriff or similar law enforcement personnel (“Personnel”) and vehicle to patrol Weyerhaeuser Property in accordance with a shift schedule (each, a “Schedule”) provided to Weyerhaeuser at least thirty (30) days in advance of such patrol; provided that the County (i) may make reasonable modifications to any Schedule as long as it provides such modified Schedule to Weyerhaeuser at least seven (7) days in advance of such patrol and (ii) the County will reasonably cooperate with Weyerhaeuser to modify its Schedule if it conflicts with Weyerhaeuser operations. Billable time begins

from the deputy's initial time of response to securing and shall not exceed 600 hours during the Initial Term or each Renewal Term; provided that if Personnel is dispatched away from Weyerhaeuser Property for duties not directly related to this Agreement, the billable time to Weyerhaeuser will stop at the time Personnel leaves Weyerhaeuser Property until the Personnel returns to Weyerhaeuser Property to complete their patrol.

- 2.2. All equipment, fuel, supplies, training, supervision and materials necessary in the performance of its obligations under this Agreement.
  - 2.3. Perform all general duties of patrol including enforcing criminal law, investigation of criminal acts, vehicular collisions, transport of arrestees, and all other activities the County currently performs. Report public safety concerns to Weyerhaeuser such as damaged roadways, bridges, and other infrastructure. Report and investigate activities that are detrimental to the health of the tree farm such as garbage dumping, off-road vehicle operation, and harvesting of live trees. Report and mitigate danger caused by fire hazards, downed trees and limbs, and landslides.
  - 2.4. Provide Weyerhaeuser with an activity sheet along with each invoice.
  - 2.5. Abide by Weyerhaeuser's safety policies attached hereto as Exhibit A.
3. **Compensation.** Weyerhaeuser shall pay the County in the amount of \$93.22 per hour of enhanced law enforcement services ("Service Fee"). The County shall send Weyerhaeuser a monthly invoice for the hours provided in the preceding month. The Service Fee may change on an annual basis for future terms upon mutual written consent of the Parties.
4. **Miscellaneous.**
    - 4.1. **Liability.** All liabilities for salaries, wages and other compensation, injury, sickness, liability to the public for intentional or negligent acts including but not limited to liability incurred by reason for false arrest or civil rights actions brought regarding law enforcement functions hereunder shall be that of the County. This Section shall survive the expiration or earlier termination of this Agreement.
    - 4.2. **Mutual Indemnity.** To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers (collectively, "Agents"), harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its Agents. In the event of any concurrent act or omission of the Parties, each party shall pay its proportionate share of any damages awarded. The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until

after liability to the claimant and damages, if any, are adjudicated. This Section shall survive the expiration or earlier termination of this Agreement.

- 4.3. **Amendment or Waiver.** This Agreement may be amended only by a written agreement signed by the Parties. No delay or omission by any Party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion. A waiver to be effective must be in writing signed by the Party against whom enforcement is sought.
- 4.4. **Severability.** To the extent any provision of this Agreement is prohibited by or held invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 4.5. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Oregon.
- 4.6. **Successors and Assigns.** The rights and responsibilities created under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties.
- 4.7. **Contract Representatives.** Contract representatives for this Agreement shall be:

FOR COUNTY:

Sheriff Brian Pixley  
Columbia County Sheriff's Office  
901 Port Ave.  
St. Helens, OR 97051

FOR WEYERHAEUSER:

Weyerhaeuser Timber Holdings, Inc.  
Attention: Land Use Manager  
3539 Industrial Way Ste A  
Longview WA 98632  
Email: [jeremy.sapp@weyerhaeuser.com](mailto:jeremy.sapp@weyerhaeuser.com)  
Phone: (360) 355-6251

With a copy to:

Weyerhaeuser Timber Holdings, Inc.  
220 Occidental Avenue South  
Seattle, WA 98104  
Attention: Legal Counsel

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

- 4.8. **Choice of Law.** This Agreement shall be governed by the laws of the State of Oregon.
- 4.9. **Venue.** Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
- 4.10. **Attorneys' Fees.** In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 4.11. **Severability.** If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
- 4.12. **No Third-Party Rights.** This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
- 4.13. **Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 4.14. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. The County reserves the right at any time to require the submission of the hard copy originals of any documents.
- 4.15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter set forth in this Agreement.

[Signature Page(s) to Follow]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the Effective Date.

COLUMBIA COUNTY, a political subdivision of  
the State of Oregon

By: \_\_\_\_\_  
Kellie Jo Smith, Chair

Date: \_\_\_\_\_

WEYERHAEUSER TIMBER HOLDINGS, INC,  
a Delaware corporation

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

Date: \_\_\_\_\_

### Exhibit A

Safe driving practices are required. Vehicle operators must drive to actual conditions:

- **Maximum speed limit of 25 mph on all logging roads.**
- Road conditions, bad weather and limited visibility will require slower speeds.
- Drive such that you can always stop within half your sight distance.
- Always drive to the right side of the road – yield to heavy equipment.
- Do not enter active logging areas, unless authorized – see precautions below.
- Drive with lights on at all time.
- Safety belts must be worn by all passengers when driving on Weyerhaeuser lands.
- Do not block roadways, without prior permission of an authorized Weyerhaeuser representative.

CB channels are available for contact with log trucks. Do not depend on CBs - drive defensively, assume there is oncoming traffic around every corner. Give log trucks the right-of-way. (Channel 8 is commonly used.)

Compliance with all applicable state and federal regulations is required.

High-viz. orange clothing, hard-hats and other personal protective equipment are highly recommended and **required** in active operating areas.

Drug and alcohol use on company property or jobs sites is strictly forbidden.

Access for business purposes only - not for recreational purposes.

No off-road driving unless previously authorized in writing.

Stay clear of all cutting operations, equipment, and lines (cable) until you have direct contact with the operator and are instructed that it is safe to proceed:

- Stay at least 300 feet from feller-bunchers (rotosaws). This equipment can throw limbs and chunks long distances. CB channel to contact the operator may be posted at the unit.
- Stay at least 150 feet from processors - this equipment handles stems tree length and has a large radius that is a hazardous area.
- **OBEY ALL SIGNS** posted by Weyerhaeuser.
- Even if a unit is not posted with signs, use common sense, and follow the instructions given above.
- Gates are to be left in the same condition as you find them – open or closed.