

THIS AGREEMENT, made and entered into this 5th day of March, 2012, by and between the Pacific County Department of Vegetation Management, hereinafter referred to as "DVM", and the City of Raymond, hereinafter referred to as "City".

WITNESSETH: IT IS HEREBY COVENANTED AND AGREED AS FOLLOWS:

The City and DVM agree that the DVM shall perform vegetation control work specified by the City at a time and in a manner as to maximize vegetation control benefits. The City further requests that the work be completed within six months from the date of the Agreement.

The City agrees to reimburse the DVM for the work performed by the DVM for all labor, equipment rental and materials used in the work involved in accordance with the current approved rate schedule hereto attached and made a part hereof as if herein repeated. The total cost of said work shall not exceed \$ 5,500.00.

In accepting this Agreement, the City, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the DVM and its officers and employees from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the City or its employees, agents, successors, or assigns.

If the above sentence applies and any suit or action is brought against the DVM, its officers, its employees or any combination thereof, the City, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the DVM, its officers, its employees or any combination thereof.

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such and event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Any modifications to this Agreement must be approved in writing by both parties.

CITY:

Pat Jung 3/5/12
Mayor (Date)

DVM:

Mike Nordin 3/27/12
Mike Nordin, Director (Date)

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairperson

Commissioner

Commissioner

Attest:

Patricia Hill
City Clerk

AGREEMENT

THIS AGREEMENT, made and entered in to this 26th day of March, 2012, by and between Pacific County, a political subdivision of the State of Washington, hereinafter referred to as the "County"; and the City of South Bend, hereinafter referred to as the "City".

WITNESSETH: IT IS HEREBY COVENANTED AND AGREED AS FOLLOWS:

The City requests that the County perform vegetation control work specified by the City, and within the property boundaries specified by the City. The City further requests that the work be completed within six months from the date of the Agreement and hereby guarantees reimbursement to the County for all work done up to a maximum of \$2,800.00.

The City hereby agrees to reimburse the County for the costs of the Control Program work performed by the County Vegetation Management Department, based on the actual costs of labor, equipment rental, and materials used in the maintenance work involved.

The City of South Bend agrees to hold harmless and indemnify the County of Pacific for any and all liabilities associated with the use of Vegetation Management as stated in this agreement, except claims arising through the sole negligence or sole willful misconduct of the County of Pacific. This hold harmless agreement includes, but is not limited to, any claim for personal injury or death of any city of South Bend participants, personnel, contractors, employees, agents, invitees, and/or servants.

The County of Pacific agrees to hold harmless and indemnify the City of South Bend for any and all liabilities associated with the use of Vegetation Management as stated in this agreement, except claims arising through the sole negligence or sole willful misconduct of the City of South Bend. This hold harmless agreement includes, but is not limited to, any claim for personal injury or death of any County of Pacific participants, personnel, contractors, employees, agents, invitees, and/or servants.

CITY:

Kirk Church 3/26/12
(Signature) (Date)

Mayer
(Title)

COUNTY:

Mike Nordin 3/27/12
Mike Nordin, Director (Date)

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairperson

Attest:

Commissioner

Du Roberts
Clerk of the Board

Commissioner

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2012 by and between the Pacific County Department of Vegetation Management, hereinafter referred to as the "DVM", and Public Utility District No. 2 of Pacific County, hereinafter referred to as the "PUD".

WITNESSETH: IT IS HEREBY COVENANTED AND AGREED AS FOLLOWS:

The PUD and DVM agree that the DVM shall perform vegetation control work specified by the PUD at a time and in a manner as to maximize vegetation control benefits. The PUD further requests that the work be completed within six months from the date of the Agreement.

The PUD hereby agrees to reimburse the County for the costs of the Control Program work performed by the County Vegetation Management Department, based on the actual costs of labor, equipment rental, and materials used in the maintenance work involved.

In accepting this Agreement, the PUD, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the DVM and its officers and employees from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the PUD or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the DVM, its officers, its employees or any combination thereof, the PUD, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the DVM, its officers, its employees or any combination thereof.

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such and event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Any modifications to this Agreement must be approved in writing by both parties.

PUD:

Douglas L. Hill 2/28/12
(Signature) (Date)

DVM:

Mike Nord 3/27/12
Mike Nord, Director (Date)

GENERAL MANAGER
(Title)

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chairperson

Commissioner

Commissioner

Attest:

Clerk of the Board