INTERDEPARTMENTAL AGREEMENT
FOR
VEGETATION CONTROL
ON COUNTY ROAD RIGHT OF WAYS

THIS AGREEMENT entered into this _____ day of _____, 20___, by and between the Pacific County Department of Public Works, (hereinafter referred to as "DPW"), and the Pacific County Department of Vegetation Management, (hereinafter referred to as DVM), both subdivisions of Pacific County, a municipal corporation, for services and materials provided for the 2013 calendar year.

RECITALS

WHEREAS, DPW requires the performance of certain vegetation management work, to wit, the providing of equipment, labor, and material necessary for vegetation control on county road right-of-way; and

WHEREAS, DVM is willing and able to provide the equipment, labor, and material necessary for said work; now

IT IS HEREBY AGREED AS FOLLOWS:

DVM agrees to provide equipment, labor, and material to initiate and maintain vegetation control on Pacific County road right-of-way.

DVM agrees that the performance of the work described herein shall be in conformity with the provisions of RCW 35.77.020, .030. and .040, RCW 36.34, and RCW 36.75, which ever is applicable and WAC 136.32.

DPW and DVM understand and agree that DVM is hereby given the right and authority to control and/or cause the control of noxious weeds growing along or on Pacific County road rights-of-way at a time and in a manner as to maximize vegetation control benefits. A scope of work will be prepared by the Director of Vegetation Management, and approved by the County Engineer and coordinated with area road supervisors before work commences.

DPW further agrees to advance the sum of $65,000.00 (sixty five thousand dollars), as an advance against payment of costs and charges due and payable pursuant to the terms of this agreement.

DVM agrees to submit to DPW a certified statement of costs and charges for the equipment, labor, and material provided in the accomplishment of the work described herein on a monthly basis.

DPW agrees to pay DVM the amount set forth in said certified statement of costs, within thirty (30) days following receipt of said statement.

DVM and DPW agree that the maximum amount to be paid to DVM, for full performance of the work described herein, shall be the sum of $130,000.00 (One hundred thirty thousand dollars).

DVM agrees that the duties, obligations, and benefits conferred by this Agreement cannot be assigned, transferred, nor shall any of the work be subcontracted.

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

This agreement executed the day and year first written above.

ACCEPTED AND RECOMMENDED BY:

DPW:

Mike Collins

Director, DPW

DVM:

Jeff Nesbitt

Director, DVM

AGREED TO AND RATIFIED BY:

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Ayers, Chairperson

Steve Rogers, Commissioner

Frank Wolfe, Commissioner

ATTEST:

Marie Guernsey, Clerk of the Board