



Board of Pacific County Commissioners
 P O Box 187 * 1216 W Robert Bush Dr * South Bend, WA
 98586 Phone 360/875.9337 * Fax 360/875.9335

Meetings are held the 2nd
 and 4th Tuesday of each
 month, beginning at 9 a.m.

REQUESTED MEETING DATE:

3/10/15

AGENDA REQUEST FORM

TO BE COMPLETED BY CLERK OF THE BOARD / DEPUTY CLERK OF THE BOARD

Agenda Item #: _____

BOCC ACTION: APPROVED DENIED

Initial: _____ Date: _____

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: _____

Review Clerk of the Board

CONTINUED TO DATE: _____ TIME: _____

Risk Mgmt

Legal Required

OTHER: _____

DISTRIBUTION LIST:

- | | | | | |
|------------------------------|--|-----------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RF | <input type="checkbox"/> Assessor | <input type="checkbox"/> DPW | <input type="checkbox"/> PACCOM | <input type="checkbox"/> Superior Court |
| <input type="checkbox"/> CF | <input type="checkbox"/> Auditor | <input type="checkbox"/> PCEMA | <input type="checkbox"/> PC Fair | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk | <input type="checkbox"/> Health | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Veg Mgmt |
| | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC | <input type="checkbox"/> WSU Ext. |
| | <input type="checkbox"/> DCD | <input type="checkbox"/> NDC | <input type="checkbox"/> Sheriff | <input type="checkbox"/> Other |

AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Vegetation Mgmt DIVISION (if applicable): _____

OFFICIAL NAME & TITLE: Jeff Nesbitt - Director PHONE / EXT: 360 942-7758

SIGNATURE: Jeff Nesbitt DATE: 3/3/15

NARRATIVE OF REQUEST
 Requesting approval of annual agreement by and between Pacific County for the services of the Department of Vegetation management in 2015.

RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)

BOCC / RISK MANAGEMENT / LEGAL REVIEW

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Legal Contracting Authority/Entity

OK Comments/Changes

Business License/Professional License/Debarment

OK Comments/Changes

(Please indicate appropriate ID#)

TIN#:

UBI#:

SS#:

Background Check(s)

OK Comments/Changes

Risk Transfer - Indemnity and Insurance

OK Comments/Changes

Fund/Budget Authorization

OK Comments/Changes

EEOC/WMBE Requirements and/or Wage Determination

ADA

OK Comments/Changes

POSTED ON WEB

NOTES/COMMENTS

THIS AGREEMENT, made and entered into this 4th day of February, 2015, 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 an 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:

JSL 2/19/15
(Signature) (Date)

Mayer City of Kennewick
(Title)

DVM:

Jeff Nesbitt 2/4/15
Jeff Nesbitt, Director (Date)

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Commissioner (Chairperson)

Commissioner

Commissioner

Attest:

John Illiand
City Clerk