

**INTERDEPARTMENTAL AGREEMENT  
FOR  
VEGETATION CONTROL  
ON COUNTY ROAD RIGHT OF WAYS**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Pacific County Department of Public Works (DPW) for the services of the Department of Vegetation Management (DVM).

**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 and other Pacific County property as indicated by DPW.

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.

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 following completion of the work and no later than December 31st.

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 unless a specific exception is agreed upon by DPW and DVM, and a resolution granting the exception is formalized as a Resolution by the Board of County Commissioners.

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:

DVM:

\_\_\_\_\_  
Jennifer Oatfield, Director

\_\_\_\_\_  
Jeff Nesbitt, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AGREED TO AND RATIFIED BY:

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Lisa Olsen, Chair

\_\_\_\_\_  
Jerry Doyle, Commissioner

\_\_\_\_\_  
David Tobin, Commissioner

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date