


Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Monte Reinders, P.E.
Public Works Director/County Engineer

Agenda Date: August 4, 2014

Subject: Rental of Portable Bleachers for Memorial Field



Statement of Issue: Portable bleachers are required during the repair of the Memorial Field Grandstand. Arrangements have been made to rent portable bleachers from Port Angeles Extreme Sports Park.

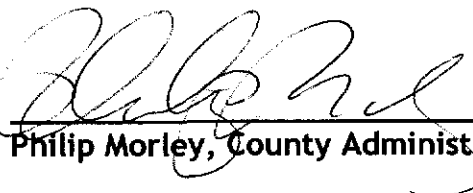
Analysis/Strategic Goals/Pro's & Con's: Renting portable bleachers will enable the field to be used for high school and recreational sports including girls' soccer, football and recreational soccer.

Fiscal Impact/Cost Benefit Analysis: The rental fee is reasonable. Renting is preferable and more affordable than purchasing new bleachers.

Recommendation: Sign two copies of the attached agreement and return to Public Works.

Department Contact: Matt Tyler

Reviewed By:


Philip Morley, County Administrator

7/29/14
Date

EQUIPMENT RENTAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ between the COUNTY OF JEFFERSON, acting through the Jefferson County Commissioners and the Director of Public Works hereinafter called the Rentee under and by virtue of Title 36, , RCW, as amended and Dan Morrison of Port Angeles Extreme Sports Park, _____ hereinafter called the Rentor.

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do agree as follows:

GENERAL PROVISION This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral. Each of the parties hereto acknowledges that no other party hereto or any agent or attorney of such party has made any promise, expressed or implied, not contained in this Agreement to induce it to execute this Agreement. Each of the parties further acknowledges that it is not executing this Agreement in reliance on any promise, representation or warranty not contained in this Agreement. This Agreement is to be construed as if it were prepared and reviewed by both parties.

1. TERM OF RENTAL

Rentor shall rent and deliver to buyer on or before September 8, 2014, the following described equipment: one 10 row portable bleacher seating unit, suitable for approximately 300 people to sit comfortably. The Rentor shall pick up the described equipment between November 10, 2014 and November 30, 2014. Pick up and delivery shall be included in the rental price.

2. CONSIDERATION

Rentee shall accept the equipment and pay Three thousand five hundred Dollars (\$3500.00) for said goods.

3. PAYMENT WITHIN 30 DAYS OF EXECUTION OF AGREEMENT

Rentee shall make payment in full for the equipment rental within 30 days of the execution of the agreement.

4. RECEIPT CONSTRUED AS DELIVERY

Equipment shall be deemed received by Rentee when delivered, inspected pursuant to Section 11 below and installed at Memorial Athletic Field, 550 Washington St., Port Townsend, WA, 98368.

5. RISK OF LOSS

The risk of loss from any casualty to the goods, regardless of cause, shall be on the Rentor until the goods have been delivered and accepted by the Rentee. Rentor shall have in place commercial general liability insurance in the amount of not less than \$1 million per occurrence, \$2 million aggregate, at all times while this Agreement is effective. During the time when the goods (bleachers for 300 persons) are in the possession of Rentee and located at Memorial Athletic Field, risk of loss shall be on the Rentee. Normal wear and tear of the goods during the time

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the goods are in the possession of Rentee and located at Memorial Field shall not be considered a loss and shall not require Rentee to compensate Rentor.

6. APPLICABLE LAW

All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto, shall be brought only in the State of Washington and the parties hereto consent to jurisdiction and venue in such State only in courts of competent jurisdiction located in Jefferson County.

7. ATTORNEYS FEES

In the event of any dispute under this Agreement, each party shall be solely responsible for its attorney's fee and costs.

8. AMENDMENTS

This agreement shall not be deemed or construed to be modified, amended, rescinded, canceled, or waived in whole or in part except by written amendment signed by the parties hereto.

9. SEVERABILITY

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10. DAMAGE

The Rentee is responsible for any damage to the equipment above normal wear and tear that occurs during the rental period while the equipment is on location at Memorial Field, 550 Washington St., Port Townsend, WA 98368.

11. AS IS CONDITION and ACCEPTANCE/REJECTION OF THE GOODS

Rentee accepts the goods in their "as is" condition. Rentor warrants that the goods have no latent or overt defects and are safe for reasonable use by attendees at events that may be held at Memorial Field in Port Townsend. If the goods contain latent or overt defects and Rentee so informs Rentor at the time of delivery to Memorial Field, the Rentee may reject the goods, terminate this Agreement and obtain return of the compensation paid Rentor minus the cost attributable by the Rentor to the act of delivering the goods to Port Townsend OR Rentee may accept the goods.

IN WITNESS WHEREOF, the parties here-to have executed this Agreement to be effective on the date of it's signing by the Rentee.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Dan Morrison

Dan Morrison

Dan Morrison

(Signature)

Owner

Title

7-24-14

Date

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to form only.

David Alvarez 7/21/14

David Alvarez

Date

Deputy Prosecuting Attorney

Monte Reinders

7-24-14

for

Monte Reinders, P.E.

Date

Public Works Director/County Engineer