

INTERAGENCY AGREEMENT

Between

PEND OREILLE COUNTY CEMETERY DISTRICT #1

And

PEND OREILLE COUNTY PUBLIC WORKS DEPARTMENT

AGREEMENT# 2016-16

THIS AGREEMENT is made and entered into by and between the Pend Oreille County Cemetery District #1, hereinafter referred to as the "Cemetery" and Pend Oreille County Public Works Department, hereinafter referred to as the "County".

WHEREAS, the Cemetery has a road system and customer parking areas, and

WHEREAS, the road system and parking areas are not currently paved, and

WHEREAS, the County has staff well versed in the preparation of proposals for this scope of work and also to assist the Cemetery with the administration and field inspection of the contract, and

WHEREAS, it is in the mutual interest of the Cemetery and the County to provide assistance in the development of a Formal Bid Document and administration of the contract, including project inspection services.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

The County shall furnish the necessary personnel and equipment and/or services and otherwise do all things necessary for or incidental to the scope of the work set forth herein at the following location:

Paving of Pend Oreille County Cemetery District #1's Newport Cemetery Road System and Customer Parking Areas.

SCOPE OF WORK

The County shall perform the following work or provide the following services, for up to the maximum project costs as indicated below:

- Meet with Cemetery Superintendent to develop a project scope
- Prepare a Formal Bid Document
- Assist with the advertisement of said Bid Document

- Provide technical assistance and field inspection during the performance of the work.

The County will perform the work utilizing County forces and equipment that are typical to development and administration of this scope of services.

PROVIDED, However, all work performed under this agreement shall be secondary in priority to the County's other priorities.

PROVIDED, FURTHER, That while conducting these services, the Cemetery will keep a representative on call to provide administrative decisions on matters that should arise during the construction phase of this project scope.

TIME LIMIT

This Agreement shall commence on the date signed by both parties and run until the completion of the services outlined in the project scope.

The time limit may be extended by mutual, written agreement.

DUTIES

The County will work with the Cemetery to develop a Formal Bid document, and assist with the advertisement of said document. Upon award by the Cemetery, the County will supply a project inspector to represent the Cemetery during the construction phase of the project. Inspector will provide recommendations, observe contractor performing work and assist the Cemetery in final acceptance of the finished product.

PAYMENT

Payment will be made by reimbursement for actual hours worked, and equipment hours.

Payment for the work will be billed at the following rates:

Title	Billing Unit	Rate
Project Inspector	Hourly	\$49.37
Administrative Support	Hourly	\$38.79

The County will bill upon completion of the project, unless the Representatives agree on a different billing schedule.

DOCUMENTATION

The County will provide weekly statements showing billable hours and equipment costs. The County will bill for all project work at the end of the project, submitting invoice voucher A19-1A and summary report WR-401

AMENDMENT

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

INDEMNIFICATION

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

PROJECT REPRESENTATIVES

Organization	Cemetery	County
Representative	Chris Demlow	Dan Reijonen
Title	Cemetery Superintendent	Roads Supervisor
Address	PO Box 5015 161 Cemetery Rd Newport, WA 99156	PO Box 5040 625 West 4 th St. Newport, WA 99156
Phone	509.447.1114	509.447.4513
Fax	N/A	509.447.5890
e-mail	newportcemetery@frontier.com	dreijonen@pendoreille.org

The Pend Oreille County Cemetery District #1 and Pend Oreille County Public Works have executed this agreement as of the dates below

Pend Oreille County Cemetery District#1	PEND OREILLE COUNTY Board of County Commissioners
<u>Frank E. Copeland</u> 3-24-16 Signature <i>Chairman</i> Date	<u>Mike Manner</u> Chair
<u>Craig J. Lowrey</u> 3-24-16 Signature Date	<u>Tom Moberg</u> Vice Chair
<u>Edward J. Spack</u> 3/25/16 Signature Date	<u>Steve Kuss</u> Member
	Attest: <u>Rhonda Carey</u> Clerk of the Board 3/29/2016 Date