

WDFW 15-05443

INTERAGENCY AGREEMENT

Between WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE

And PEND OREILLE COUNTY

AGREEMENT# 2015-85

THIS AGREEMENT is made and entered into by and between the Washington State Department of Fish and Wildlife, hereinafter referred to as the "WDFW" and Pend Oreille County hereinafter referred to as the "County".

WHEREAS, the WDFW has a trailhead for the West Branch Little Spokane Wildlife Area at 4152 Horseshoe Lake Road, and

WHEREAS, the off-road parking area for the trailhead is not maintained during the winter and users of the trailhead are parking on the roadway creating a traffic hazard, and

WHEREAS, the County provides snow and ice control on Horseshoe Lake Road during the winter and is capable of providing snow and ice control for the trailhead parking area, and

WHEREAS, it is in the mutual interest of the WDFW and the County to provide off-road parking during the winter at the trailhead to reduce traffic hazards,

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

The County shall furnish the necessary personnel, equipment, material, 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:

Horseshoe Lake Road Trailhead, 4152 Horseshoe Lake Road, West Branch Little Spokane Wildlife Area.

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:

- Perform snow and ice control in the parking lots and approaches
- Grading and leveling of the parking lot and approaches
- Installation and maintenance of appropriate traffic signs in the parking lot and approaches
- Other work deemed necessary for the performance of the work

County will perform the work utilizing County forces, County owned or rented equipment and

COPY

County supplied material that is typical of the road maintenance operation, procedures and standards used by the County in maintaining County roads and facilities.

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

PROVIDED, FURTHER, That while conducting snow plowing operations in parking areas, the County may prohibit parking or further parking therein for such periods of time as may be necessary to allow performance of the snow removal operations with a minimum of interference from parked vehicles.

TIME LIMIT

This Agreement shall commence on the date signed by both parties and run for the Biennium ending June 30, 2017.

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

DUTIES

Snow and ice control shall end by March 31 of each season unless snow conditions dictate otherwise.

Grading, leveling and sign work shall be performed by written or e-mail agreement of the Representatives

The County shall schedule the work. All work will be provided during the County's normal working hours and work days. Work outside these hours and days will be upon request of the WDFW, provided worker and equipment availability. Overtime premium pay applies to work outside normal hours.

PAYMENT

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

Payment for the work shall not exceed the following amount(s) annually without written or e-mail authorization of the WDFW's Representative:

Horseshoe Lake Road Trailhead: \$800.00 annually

The County will bill annually after the completion of the snow and ice control, unless the Representatives agree on a different billing schedule.

DOCUMENTATION

The County will provide monthly the snow Removal Log WR-206, on or before the 20th of the month for the prior month's activity. 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.

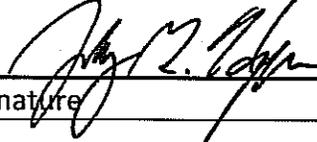
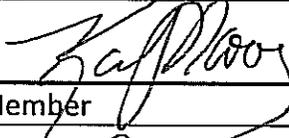
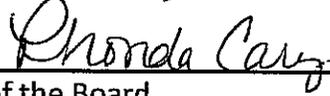
PROJECT MANAGEMENT

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	WDFW	County
Representative	Daro Palmer	Sam Castro
Title	Wildlife Area Assistant Manager	Public Works Director
Address	34042 Hwy 20 E Kettle Falls, WA 99141	PO Box 5040 625 West 4 th St. Newport, WA 99156
Phone	509.738.4120	509.447.4513
Fax		509.447.5890
e-mail	Daro.Palmer@dfw.wa.gov	scaastro@pendoreille.org

The Washington State Department of Fish and Wildlife and Pend Oreille County have executed this agreement as of the dates below

WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE	PEND OREILLE COUNTY Board of County Commissioners
 12/17/15	
Signature Date	Chair
Jeffrey R. Hugdahl Contracts and Purchasing Manager	
	Vice Chair
	
	Member
	Attest:  12/21/15
	Clerk of the Board Date