

INTERAGENCY AGREEMENT
Between PEND OREILLE COUNTY FIRE DISTRICT #5
And PEND OREILLE COUNTY PUBLIC WORKS DEPARTMENT-ROAD DIVISION
AGREEMENT# 01.07.2019

THIS AGREEMENT is made and entered into by and between the Pend Oreille County Fire District #5, hereinafter referred to as the "District" and Pend Oreille County Public Works Department-Road Division hereinafter referred to as the "County".

WHEREAS, the District has Fire Station 51 located at 406722 SR 20, Cusick WA 99119, and

WHEREAS, the Access Road and Parking Area must be maintained during the winter and volunteers of the District routinely need ingress and egress to the facility, and

WHEREAS, the County provides snow and ice control in the vicinity of the Station 51 during the winter and is capable of providing snow and ice control for the Access Road and Parking Area, and

WHEREAS, it is in the mutual interest of the District and the County to provide snow and ice control during the winter at Station 51,

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:

Fire Station 51, located at 406722 SR 20, Cusick WA 99119

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 on the Access Road and Parking Area

The County will perform work utilizing County forces, County owned or rented equipment and 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 low in priority to the County's other maintenance priorities.

PROVIDED, FURTHER, That while conducting snow plowing operations in parking areas 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 until June 30, 2020. 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.

The District shall request 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 District, 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 District's Representative:

Fire Station 51: \$800.00 annually

The County will bill quarterly 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

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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.

INDEPENDENT CAPACITY

The employees of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

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.

GOVERNING LAW AND VENUE

This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit shall be in the Pend Oreille County Superior Court.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of the agreement, and to this end the provisions of this Agreement are declared severable.

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	District	County
Representative	Jay Foster	Dan Reijonen
Title	POC Fire District #5 Chief	Roads Supervisor
Address	406722 SR 20, Cusick WA 99119	PO Box 5040 625 West 4 th St. Newport, WA 99156
Phone	See Below	509.447.4513
Fax	509-671-2286	509.447.5890
e-mail	Chief@pofd5.org	dreijonen@pendoreille.org

The Pend Oreille County Oreille Fire District #5 and Pend Oreille County have executed this agreement as of the dates below

PEND OREILLE COUNTY OREILLE FIRE DISTRICT #5


 Title: _____ Date: 1-7-19

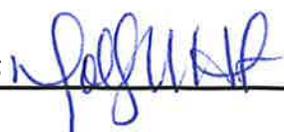
PEND OREILLE COUNTY BOARD OF COUNTY COMMISSIONERS


 Chair _____


 Vice-Chair _____


 Member _____

Attest: 
 Clerk of the Board _____

Approved as to form: 
 County Prosecutor _____