

Interagency Agreement
Between City of Newport, WA
and Pend Oreille County Public Works Department-Road Division
AGREEMENT# A-2019-42

THIS AGREEMENT is made and entered into by and between the City of Newport, WA, hereinafter referred to as the "City" and Pend Oreille County Public Works Department-Road Division hereinafter referred to as the "County".

WHEREAS, the City has streets that require roadway paint striping, and

WHEREAS, the replacement of roadway paint striping is a necessary traffic control measure, and

WHEREAS, the County has both the equipment and trained operators to provide roadway paint striping, and

WHEREAS, it is in the mutual interest of the City and the County to provide safe corridors for public travel

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:

Within the City Limits of Newport, WA

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:

- Roadway Paint Striping "4 inch Double No Pass-Yellow"
- Roadway Paint Striping "8 inch Solid-White"
- Roadway Paint Striping "4 inch Single No Pass-Yellow"

The County will perform work utilizing County forces, County owned equipment and County supplied material that is typical of the roadway paint striping operation, procedures and standards used by the County in maintaining County roads.

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

TIME LIMIT

This Agreement shall commence on the date signed by both parties and run until September 30, 2019. The time limit may be extended by mutual, written agreement.

DUTIES

Apply roadway paint striping, including reflective beads, on streets within the City Limits of Newport, WA, as shown in Table "A". The work will be scheduled with the City upon fully executed agreement. It shall be the responsibility of the City to clean all areas to be striped. Any street that is not in a condition to be painted, in the professional opinion of the Counties' operator, shall not be included in the work. There shall be a re-mobilization fee of \$100 per incident for areas that require a return trip. The County shall provide all materials, labor, equipment and traffic control necessary to complete the work.

PAYMENT

Payment will be made by reimbursement for Roadway Paint Striping by the following method:

The total cost for the Roadway Paint Striping work shown in Table "A" will be \$3,167.84

Should the cost of the work need to exceed the above amount, the parties must agree in writing before any additional work or cost is incurred.

DOCUMENTATION

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	City	County
Representative	Dave Norden	Dan Reijonen
Title	PW Director	Roads Supervisor
Address	200 S. Washington Ave Newport, WA 99156	PO Box 5040 625 West 4 th St. Newport, WA 99156
Phone	509-671-1808	509.447.4513
Fax		509.447.5890
e-mail	pwd@newport-wa.org	dreijonen@pendoreille.org

The City of Newport, WA and Pend Oreille County have executed this agreement as of the dates below

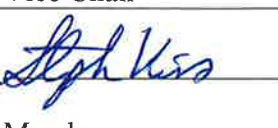

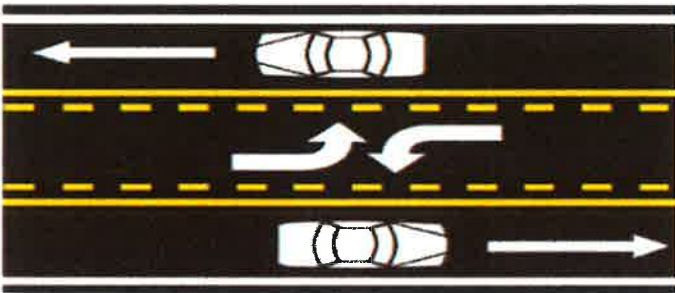
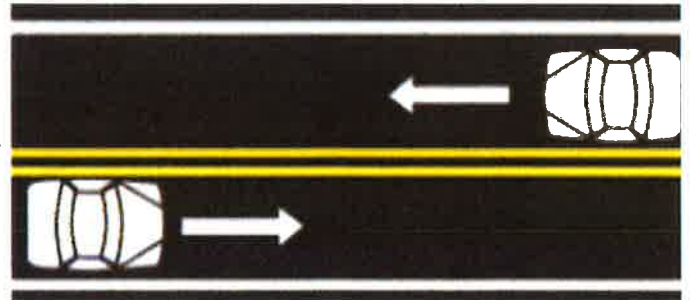
City of Newport, WA		Pend Oreille County	
	<u>8-5-19</u>		<u>7-23-19</u>
Mayor	Date	Chair of the Board	Date
	<u>8/5/19</u>		<u>7-23-19</u>
Attest: City Clerk	Date	Vice Chair	Date
	<u>8/5/19</u>		<u>7/23/2019</u>
Approved as to form: City Attorney	Date	Member	Date
			<u>7-23-2019</u>
		Attest: Clerk of the Board	Date
			<u>7/23/19</u>
		Approved as to form: Prosecuting Attorney	Date

TABLE "A"

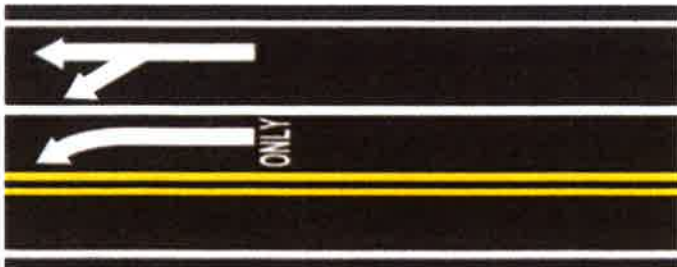
Street Name	Roadway Paint Striping Type	Begin	End
Calispel Avenue	Double No Pass Single No Pass Solid White	US 2	Spruce Street
1st Street	Double No Pass	City Limits	Union Avenue
5th Street	Double No Pass	Calispel Avenue	High School
Spruce Street	Double No Pass	Calispel Avenue	Washington Avenue
Union Avenue	Double No Pass	US 2	5th Street
4th Street	Double No Pass	Union Ave	ID 41



-Single No Pass



Double No Pass-



-Solid White 8" Line