

PUBLIC WORKS INTERLOCAL AGREEMENT
PLUMMER GATEWAY HIGHWAY DISTRICT
AND
SPOKANE COUNTY

This Public Works Interlocal Agreement (AGREEMENT) for the purpose of jurisdictional cooperation to perform infrastructure improvements to Idaho Rd Bridge #6206, is made and entered into by and between the PLUMMER GATEWAY HIGHWAY DISTRICT (DISTRICT), a Political Subdivision of the State of Idaho, having offices for the transaction of business at 866 D Street, Plummer, Idaho 83851 and SPOKANE COUNTY (COUNTY), a Political Subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane WA 99260. Together, the DISTRICT and the COUNTY are referred to as the PARTIES. This AGREEMENT between the PARTIES is entered into this 14th day of April, 2020.

The PARTIES enter into this AGREEMENT pursuant to Idaho Code Title 40 Chapter 6 and 13 and Title 67, Chapter 23; and Chapter 39.34 RCW (Interlocal Cooperation Act), Chapter 35.77 RCW (Streets ~ Planning, Establishment, Construction, and Maintenance). This AGREEMENT allows the DISTRICT and the COUNTY to collaborate on the reconstruction and related work on Idaho Rd Bridge #6206 (“Project”) on the border of Idaho and Washington States in Benewah County, Idaho and Spokane County, Washington.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Both parties benefit from the Project and have agreed to provide construction work as detailed in Attachment A – Statement of Work.
2. The DISTRICT grants permission to the COUNTY under provisions of Idaho Code Title 40, Chapter 6 and 13, and Title 67, Chapter 23 to perform the work necessary for the Project.
3. The COUNTY grants permission to the DISTRICT under provision of Chapter 39.34 RCW (Interlocal Cooperation Act), Chapter 35.77 RCW (Streets ~ Planning, Establishment, Construction, and Maintenance) to perform the work necessary for the Project.

4. GENERAL PROVISIONS

- A. Amendment:** This AGREEMENT may be amended or modified only by the mutual agreement of the PARTIES. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the PARTIES.
- B. Term of AGREEMENT:** This AGREEMENT will terminate at the completion of the Project.
- C. Indemnification:** Each Party shall be responsible for its acts, errors or omissions and the acts, errors or omissions of its regents, officers, directors, employees, agents, servants, volunteers, contractors and subcontractors.

The County shall indemnify, defend and hold harmless the District, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the District, its officers and employees.

The District shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the District's intentional or negligent acts or breach of its obligations under the Agreement. The District's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

D. Acceptance of Liability: The DISTRICT agrees and accepts full liability for work done by its employees while performing services under this agreement.

E. Insurance: During the term of the Agreement, the District and COUNTY shall each maintain in force at its sole expense, each insurance coverage with minimum limit noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the statutory amount.;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

Each policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 45 days' written notice from either entity or their insurer(s) to the other entity.

Public Entity insurance requirements may be satisfied with proof of membership and liability coverage through its membership in a Risk Pool authorized under appropriate Washington or Idaho State statute.

As evidence of the insurance coverage required by this Agreement, each entity shall furnish written evidence of acceptable commercial insurance or Risk Pool liability coverage to the other entity within 30 days of the Agreement becoming effective. If requested, complete copies of commercial insurance policies or Risk Pool liability coverage documents shall be provided to either entity. District and COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

F. Survivability: Sections 6C, 6D, and 6E above, entitled **Indemnification, Acceptance of Liability, and Insurance** respectfully, shall survive the termination of this AGREEMENT or any addendum.

G. Disputes: In the event that a dispute arises under this AGREEMENT or an addendum, it shall be resolved as follows.

(1) The DISTRICT and the COUNTY shall each appoint a member to a disputes board. Those two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute.

(2) The PARTIES shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

H. Venue: If either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT or an addendum, the PARTIES agree that any such action or proceedings shall be brought in Spokane County Superior Court. Further, the PARTIES agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

I. Audits/Records: All records for the services under the terms of this agreement, in support of all costs incurred, both direct and indirect, shall be maintained by the COUNTY for a period of six (6) years. The DISTRICT shall have full access to and right to examine said records, during normal business hours, and as often as it deems necessary. Should the DISTRICT require copies of any records, it agrees to pay the costs thereof. The PARTIES agree that the services performed herein or under an addendum is subject to audit by either or both PARTIES and/or their designated representatives, and/or State of Washington, and/or State of Idaho, and/or the federal government.

J. All Writings Contained Herein/Binding Effect: This AGREEMENT, along with any adopted addendum thereto, contains the terms and conditions agreed upon by the DISTRICT and COUNTY. The DISTRICT and COUNTY agree that there are no other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT. No changes or additions to this AGREEMENT shall be valid or binding upon the DISTRICT or COUNTY unless such change or addition is in writing

and mutually executed by the PARTIES.

- K. Interpretation:** This AGREEMENT has been and shall be construed as having been made within the State of Washington, and delivered within the State of Idaho and the State of Washington. It is mutually understood and agreed by each Party that this AGREEMENT shall be governed by the laws of the State of Washington both as to interpretation and performance. Each Party consents to the personal jurisdiction of the Spokane County Superior Court of the State of Washington for all claims, disputes, proceedings, or actions in any way arising under, or relating to, this AGREEMENT or an addendum.
- L. Severability:** The PARTIES agree that if any parts, terms, or provisions of this AGREEMENT or an addendum are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected regarding the remainder of the AGREEMENT or an addendum. If it should appear that any part, term, or provision of this AGREEMENT or an addendum conflicts with any statutory provision of the State of Washington, then the part, term, or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this AGREEMENT or an addendum shall be deemed to be modified to conform to such statutory provision.
- M. Headings:** The section headings appearing in this AGREEMENT or an addendum have been inserted solely for convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit, or extend the scope or intent of the sections to which they pertain.
- N. No Third-Party Beneficiaries:** Nothing in this AGREEMENT is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

5. RCW 39.34 REQUIRED CLAUSES

- A. Purpose:** Authorize the DISTRICT and the COUNTY to provide to the other with material, equipment, labor, and/or maintenance services as necessary to execute mutually agreed upon mutually beneficial exchange of services.
- B. Organization of Separate Entity and Its Powers:** No new or separate legal or administrative entity is created to administer the provisions of this AGREEMENT or any addendum.
- C. Duration:** See Section 6B Term of AGREEMENT.
- D. Termination:** See Section 6B Term of AGREEMENT.
- E. Property Upon Termination:** The PARTIES retain jurisdiction over the roads rights of way and bridges as was in effect at the time this AGREEMENT was entered into.
- F. Responsibilities of the PARTIES:** See various provisions throughout this AGREEMENT.
- G. AGREEMENT to be Filed:** The COUNTY shall file this AGREEMENT or any amendment with the County Auditor or, in the alternative, place the AGREEMENT or any amendment on the COUNTY'S website or other electronically retrievable public source.

H. Financing: The PARTIES will be responsible for their portion of any costs associated with performing the services under the terms of the AGREEMENT. Should an imbalance of costs occur, an amendment may be sought.

I. Representatives: The PARTIES hereby appoint the following individuals as their respective representatives for administering the terms of this AGREEMENT.

Plummer Gateway Highway District

Jack Denny
District Chairman

Plummer Gateway Highway District
PO Box D
Plummer, ID 83851

(208) 686-1410

plummergateway@yahoo.com

Spokane County

Chad W. Coles, P.E.
Spokane County Engineer

Spokane County Public Works
1026 West Broadway Avenue
Spokane, WA 99260-0170

509-477-3600

ccoles@spokanecounty.org

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this AGREEMENT.

In witness, whereof, the PARTIES hereto below have executed this AGREEMENT.

Plummer Gateway Highway District


Signature: _____
name
(title), Plummer Gateway Highway District

Date: _____

ATTEST:

Danae Floch, Secretary

Spokane County

Signature:  _____
name
Chair, Board of Spokane County Commissioners

Date: April 14, 2020

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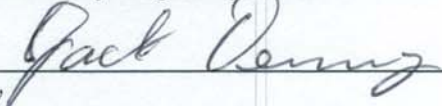
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Plummer Gateway Highway District

Signature: 
Jack Denny
Chair, Plummer Gateway Highway District

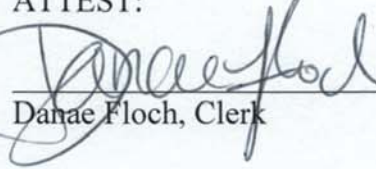
Date: 5-18-2020

Spokane County

Signature: _____
Chad Coles
Chair, Board of Spokane County Commissioners

Date: _____

ATTEST:


Danae Floch, Clerk



Public Works Department

Spokane County, Washington

PUBLIC WORKS INTERLOCAL AGREEMENT PLUMMER GATEWAY HIGHWAY DISTRICT AND SPOKANE COUNTY

Attachment "A" Statement of Work

February 27, 2020

Proposed work to be completed by the Plummer Gateway Highway District is as follows;

- Remove the existing timber bridge superstructure
- Excavate the bridge ends 5 ft. deep from the existing roadway
- Backfill the bridge ends after the new structure is installed with geogrid/soil lifts
- Place rip rap at the corners bridge corners in the backfilled areas
- Place embankment to transition roadway to the new bridge deck elevation
- Place gravel on bridge deck
- Pull ditches, place and compact gravel on Idaho Road from Truax to Sanders Road

All other work will be completed with a small works contract as follows;

- Install turbidity curtain
- Remove pier 2 piling
- Drive steel pile at abutments
- Remove turbidity curtain
- Install steel pile caps
- Erect superstructure