

**RESOLUTION NO. 24 - 1**  
**Bonner County/ Pend Oreille County**

**INTERLOCAL AGREEMENT BETWEEN BONNER COUNTY AND PEND OREILLE  
COUNTIES FOR ROAD MAINTENANCE**

**WHEREAS**, Idaho Code § 67-2326 authorizes public agencies to enter into joint powers agreements for mutually advantageous or cooperative action; and

**WHEREAS**, Bonner County, Idaho and Pend Oreille County, Washington are public agencies within the meaning of Idaho Code 67-2326; and

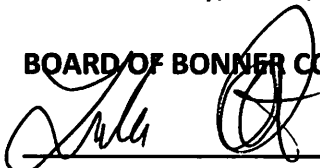
**WHEREAS**, the Bonner County Board of Commissioners is tasked with the care and management of county-owned property, including roads; and

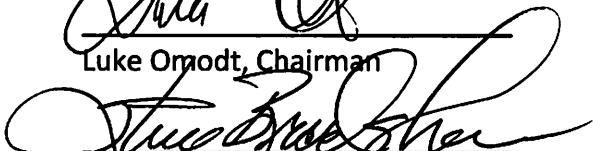
**WHEREAS**, the proposed agreement furthers the public interest by increasing efficiency for both jurisdictions and minimizing the cost of road maintenance along their shared border;

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by the Bonner County Board of Commissioners that the agreement, which is attached hereto and incorporated herein, be established and adopted.

The foregoing was duly enacted as a Resolution of the Board of County Commissioners of Bonner County, Idaho, on this 2nd day of January 2024.

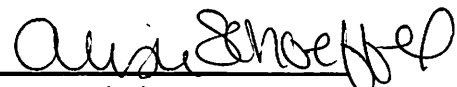
**BOARD OF BONNER COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
Luke Omodt, Chairman

  
\_\_\_\_\_  
Steve Bradshaw, Commissioner

  
\_\_\_\_\_  
Asia Williams, Commissioner

**ATTEST:** Michael Rosedale

By   
\_\_\_\_\_  
Deputy Clerk

**PEND OREILLE COUNTY  
NEWPORT, WASHINGTON**

**RESOLUTION NO. 2023- 128**

**INTERLOCAL AGREEMENT BETWEEN PEND OREILLE COUNTY  
AND BONNER COUNTIES FOR ROAD MAINTENANCE**

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action; and

**WHEREAS**, Pend Oreille County and Bonner County, Idaho are public agencies within the meaning of Chapter 39.34 RCW; and

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington ("the Board") has the care of county property and the management of county funds and business; and

**WHEREAS**, the Board believes that the best interest of the public will be served by entering said agreement with Bonner County, Idaho.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Pend Oreille County Board of Commissioners that the agreement, which is attached hereto and incorporated herein, be established and adopted.

**BE IT FURTHER RESOLVED**, by the Pend Oreille County Board of Commissioners, that the agreement is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

**ADOPTED** this 5 day of December, 2023.

**BOARD OF COUNTY COMMISSIONERS  
PEND OREILLE COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Brian Smiley, Chair

  
\_\_\_\_\_  
Robert Rosencrantz, Vice-Chair

  
\_\_\_\_\_  
John Gentle, Member

ATTEST:

  
\_\_\_\_\_  
Crystal Zieske, Clerk of the Board

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**INTERLOCAL AGREEMENT  
BONNER COUNTY, IDAHO  
AND  
PEND OREILLE COUNTY, WASHINGTON**

This Interlocal Agreement (AGREEMENT) is for the purpose of jurisdictional cooperation to perform road maintenance as outlined herein, is made and entered into by and between Bonner County, a political subdivision of the State of Idaho having offices for the transaction of business at 1500 Highway 2, Sandpoint, ID 83864 and Pend Oreille County, a political subdivision of the State of Washington, having offices for the transaction of business at 625 West 4<sup>th</sup> Street, Newport WA 99156. Together, Bonner County and Pend Oreille County are referred to as the PARTIES. This Agreement between the Parties is entered into this 5 day of December, 2023.

**WHEREAS:**

1. The Parties entered into this Agreement pursuant to the authority granted in Idaho Code 67-2326 (Joint Action By Public Agencies), and Chapter 39.34 RCW (Interlocal Cooperation Act). This Agreement allows the Parties to collaborate and perform maintenance and related work on roads as set forth herein on the border of Idaho and Washington States in Bonner County, Idaho and Pend Oreille County, Washington.

**IT IS MUTUALLY AGREED AS FOLLOWS:**

**I. Scope of Work and Compensation**

**A. Statement of Work**

- 1) Each Party shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth below.

**B. Scope of Work-Bonner County**

- 1) Bonner County agrees to perform all maintenance work for Pend Oreille County on:
  - a. Bear Paw Road for 2.30 miles from the Washington State line to the intersection of Flatt Creek Road;
  - b. Mystic Lake Road for .30 miles from the intersection of Bear Paw Road to the first 90-degree corner;
  - c. Garrett Road for 1.1 miles from the state line to the Pend Oreille County turnaround;
  - d. For a total of 3.75 miles of maintenance to be performed.

- 2) Bonner County agrees to perform year-around road maintenance, including grading and culvert cleaning, in a manner similar to other comparable roadways over which the Party also provides road maintenance.
- 3) Bonner County agrees to perform plowing, sanding, and other winter road maintenance activities at the Party's normal frequency for similar travelways and in conjunction with the Party's winter road maintenance activities in areas near those described in this Section B.

**C. Scope of Work-Pend Oreille County**

- 1) Pend Oreille County agrees to perform all winter road maintenance work for Bonner County on:
  - a. LeClerc Road for 1.3 miles from the Idaho/Washington state line to the intersection of US Highway 2;
  - b. Tweedie Road for .85 miles from the Idaho/Washington state line to the intersection of US Highway 41;
  - c. Freeman Lake Road for 1.34 miles from the intersection of Langille Canyon Road to the Idaho Washington line;
  - d. For a total of 3.49 miles for winter maintenance to be performed.
- 2) Pend Oreille County agrees to perform winter road maintenance in a manner similar to other comparable roadways over which the Party also provides winter road maintenance.
- 3) Pend Oreille County agrees to perform plowing, sanding, and other winter road maintenance activities at the Party's normal frequency for similar travelways and in conjunction with the Party's winter road maintenance activities in areas near those described in this Section C.
- 4) Pend Oreille County acknowledges that the Freeman Lake Road will require more frequent plowing due to the number of residences.

**D. Compensation and Payment**

- 1) Bonner County shall invoice Pend Oreille County at the first conclusion of the third fiscal quarter following execution of this agreement (September 30, 2024) for its summer road maintenance costs at a rate of \$1,200.00 per mile, or (3.7 miles x \$1,200 per mile = ) \$4,440.00.
- 2) For each subsequent year this Agreement is in effect, Bonner County agrees to invoice Pend Oreille County at the previous years' rate escalated by the current year-over-year percent increase of the CPI-W, US City Average, All Items NSA index base period (1982-1984=100).
- 3) Pend Oreille County agrees to pay the invoiced amount within 30 days of receipt.

## **II. 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 people authorized to bind each of the Parties.
- B. Term of Agreement:** This Agreement shall be effective upon (a) adoption by Resolution by the Board of Commissioners for each County, and (b) an opinion consistent with I.C. 67-2329 that this Agreement does not violate the constitutions of the United States and State of Idaho, nor any statute of the State of Idaho. Once effective, this Agreement shall remain in effect unless otherwise terminated pursuant to section II (c) below. This Agreement shall supersede the agreement between the parties recorded March 29, 1995.
- C. Termination of agreement.** This Agreement may be terminated at any time for any reason by either the Bonner County Board of Commissioners or the Pend Oreille County Board of Commissioners by 30 days' prior written notice. If this Agreement is so terminated, the parties shall be liable for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- D. Indemnification:** Each party shall be responsible for its acts, errors or omissions and the acts, errors, omissions of its officers, directors, employees, agents, servants, volunteers, contractors, and subcontractors.

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

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

If the comparative negligence of the Parties and their officers and employees is a cause of such damages 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.

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

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

- E. Insurance:** During the term of this Agreement, Bonner County and Pend Oreille County shall each maintain in force at its sole expense, each insurance coverage with minimum limits 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.

Each policy shall be endorsed and the certificates 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 statutes.

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. Bonner County and Pend Oreille County shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

- F. Survivability:** Sections II(D) and II(E) above, titled **Indemnification** and **Insurance** respectively, shall survive the termination of this Agreement or any addendum.
- G. Dispute Resolution:** In the event of a dispute between the Parties arising out of, or regarding, this Agreement, the Representatives noted in Section (III)(I) below, or their successors or designees, shall review the dispute and consider the options for resolution. The Parties may submit any dispute to mediation upon their mutual agreement. Any dispute arising out of or relating to this Agreement that cannot be resolved by the Representatives, or their successors or designees, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial

Arbitration Rules and Expedited Procedures. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- H. **Choice of Law:** The initiating and aggrieved party (e.g. "Plaintiff" or "Claimant") shall have the benefit of applying their home state's law to the interpretation or enforcement of this Agreement.
  - I. **Independent Contractor:** The employees or contractors 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.
  - J. **Audits/Records:** Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. 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 the State of Washington, and/or State of Idaho, and/or the federal government.
  - K. **All Writings Contained Herein/Binding Effect:** This Agreement, along with any adopted addendum thereto, contains the terms and conditions agreed upon by Bonner County and Pend Oreille County. Bonner County and Pend Oreille 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 Bonner County or Pend Oreille County unless such change or addition is in writing and mutually executed by the Parties.
  - L. **Severability:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other terms, conditions or application of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of his Agreement are declared severable.
  - 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:** Bonner County and Pend Oreille County do not intend there by any third-party beneficiary under this Agreement. Neither party intends, by this Agreement, to assign any contractual obligations to or assume any contractual obligations by any party, other than between Bonner County and Pend Oreille County.
  - O. **Execution in Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.
- III. **REQUIRED CLAUSES (RCW 39.34 and I.C. § 67-2328)**
- A. **Purpose:** Authorize Bonner County and Pend Oreille 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 See Section II(B) **Term of Agreement.**
- D. **Termination:** See Section II(C) **Termination of Agreement.**
- E. **Property Upon Termination:** The Parties retain jurisdiction over the roads rights of way 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:** Pend Oreille County shall file this Agreement or any amendment with the County Auditor or, in the alternative, place the Agreement or any amendment on the Pend Oreille County website.
- H. **Financing:** The Parties will be responsible for their portion of the costs associated with performing the services under the terms of the Agreement other than those costs to be paid as outlined above.
- I. **Representatives:** The parties hereby appoint the following individuals as their respective representatives for administering the terms of this Agreement.

**BONNER COUNTY**

Jason Topp  
 Director  
 Road and Bridge Dept.  
 1500 Hwy 2  
 Suite 101  
 (208) 255-5681 ext. 1  
 Jason.topp@bonnercountyid.gov

**PEND OREILLE COUNTY**

Craig Jackson  
 Public Works Director  
 Pend Oreille County Public Works  
 P.O. Box 5065  
 Newport, WA 99156  
 509-447-4513  
 Craig.jackson@pendoreille.org

[executed page(s) with signatures is attached]

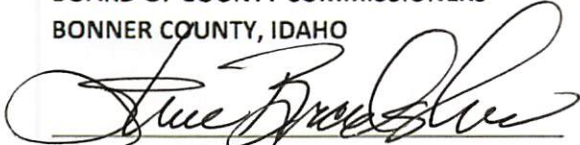


IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed as authorized by each party's governing body on the dates indicated below.

Approved this 2 day of January, 2024.

Approved this 5 day of December, 2023.


**BOARD OF COUNTY COMMISSIONERS  
BONNER COUNTY, IDAHO**

  
Steven Bradshaw, Chairperson

  
Luke Omodt, Commissioner

  
Asia Williams, Commissioner

ATTEST:

By:   
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS  
PEND OREILLE COUNTY, WASHINGTON**

  
Brian Smiley, Chair

  
Robert Rosencrantz, Vice-Chair

  
John Gentle, Commissioner

ATTEST:

By:   
Crystal Zieske, Clerk of the Board



# BONNER COUNTY ROAD & BRIDGE

1500 Highway 2, Suite 101 • Sandpoint, ID 83864 • Phone: 208-255.5681 Fax: 208-263.9084  
email: [roads@bonnercountyid.gov](mailto:roads@bonnercountyid.gov)

## Memorandum

ROAD &  
BRIDGE  
Item #1

**Date:** January 2nd, 2024  
**To:** Bonner County Commissioners  
**From:** Jason Topp, Director  
**Re:** Road and Bridge ,2024 resolution Bonner County / Pend Oreille County

Idaho code 67-2326. JOINT ACTION BY PUBLIC AGENCIES – PURPOSE. It is the purpose of this act to permit the state and public agencies to make the most efficient use of their powers by enabling them to cooperate to their mutual advantage and thereby provide services and facilities and perform functions in a manner that will best accord with geographic, economic, population, and other factors influencing the needs and development of the respective entities.

Bonner County Road and Bridge has had an agreement with Pend Oreille County since the early 1970s. They have maintained portions of Bonner County Roads and Bonner County has maintained portions of Pend Oreille County Roads as well. This agreement was updated in 1995 and needs to be updated again. I have been working with Pend Oreille County on this agreement for well over a year as well as attending meetings in the Freeman Lake area with residents of Bonner County to come up with a better solution for the service required. Both Bonner County and Pend Oreille County believe this new agreement to be in the best interest of the public as this new agreement will provide for better service to these roads listed in the agreement.

Pend Oreille County also agrees to pay Bonner County at the first conclusion of the third fiscal quarter following the execution of this agreement for the summer road maintenance cost at a rate of \$1,200.00 per mile, or (3.7 miles x \$1,200.00 per mile=) \$4,400.00 per year. For each subsequent year this agreement is in effect Bonner County shall invoice Pend Oreille County at the previous years' rate escalated by the current year over year percent increase of the CPI-W. Us city average, All Items NSA index base period (1982-1984=100).

Distribution: \_\_\_\_\_ Road and Bridge Department  
                  \_\_\_\_\_ Copy to Auditors  
Review: \_\_\_\_\_ Auditors

 Legal

**A suggested motion would be:** I move to approve Resolution 24 - 1, authorizing the Chairman of Bonner County Commissioners to sign and approve the attached agreement with Pend Oreille County in accordance with Idaho Code 67-2326 for joint action by public agencies.

Recommendation Acceptance: Yes  No    Date: 1-2-24  
Commissioner Luke Omodt, Chairman