

**INTERLOCAL AGREEMENT
BETWEEN MASON COUNTY AND MASON TRANSIT AUTHORITY
(MTA) FOR ACQUISITION OF SERVICES**

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the 7TH day of November, 2017, by and between Mason Transit Authority (hereinafter referred to as TRANSIT) and Mason County (hereinafter COUNTY) collectively referred to as PARTIES.

WHEREAS, Revised Code of Washington Section 39.34.030 authorizes cooperative efforts between public agencies, and

WHEREAS, the TRANSIT has expressed interest in an interlocal agreement with the County whereby the Public Works Department will provide the following services: vehicle, road or site maintenance, engineering, survey, GIS, emergency assistance, sign fabrication, fueling and materials supply.

WHEREAS, the COUNTY has expressed interest in an interlocal agreement with Transit whereby Transit will provide the following services: maintenance services on County vehicles and equipment.

NOW, THEREFORE, in consideration of the mutual benefits and covenants herein the PARTIES agree as follows:

1. **PURPOSE OF AGREEMENT:** The purpose of this agreement is for both PARTIES to provide the above mentioned services as identified when a work request has been approved by both parties.
2. **ADMINISTRATION OF AGREEMENT:** Each PARTY to this agreement shall have an AGREEMENT representative. Each PARTY may change its representative upon providing written notice to the other PARTIES. The PARTIES' representatives are as follows:

To COUNTY:

Dept. of Public Works
100 W Public Works Drive
Shelton, WA 98584
Attn: Allan Eaton or Jeremy Seymour

Phone: (360) 427-9670, Ext.450
Fax: (360) 427-7783
Email: allane@co.mason.wa.us
Email: jermys@co.mason.wa.us

To TRANSIT:

Mason Transit Authority
790 E. Johns Prairie Rd
Shelton, WA 98584
Attn: Marshall Krier, Maint. Manager
OR Danette Brannin, General Manager
Phone: (360) 432-5732 / (360) 432-5750
Cell: (360) 481-1800
Email: mkrier@masontransit.org
dbrannin@masontransit.org

To COUNTY (continued):

Cyndi Ticknor
Mason County Public Works
O&M/ER&R Manager
Cell: (360) 490-1819
Office: (360) 427-9670, Ext. 384

3. **DURATION OF AGREEMENT:** This agreement shall take effect upon execution of the agreement by both COUNTY and TRANSIT and shall remain in effect until EITHER PARTY terminates by giving a ten days' written notice to the OTHER PARTY.

4. **WORK REQUESTS:** The following are authorized representatives to make work requests of the other PARTY:

County - Asst. Road Operations/Maintenance Manager, Allan Eaton and/or Fleet Supervisor, Jeremy Seymour

Transit – Marshall Krier, Maintenance Manager, Danette Brannin, General Manager

The work request should be made by an authorized representative of the requesting PARTY by e-mail. Phone or verbal requests must be followed up with an emailed request. The PARTIES will only do work as authorized for the other by receiving the request from the appropriate authorized representative identified above.

5. **SCHEDULING:** The PARTIES will normally schedule the work in discussion with the identified representative of the other, giving due consideration to the immediacy of the requestor's need and the current workload of the PARTY providing the service.

6. **COMPENSATION:** (A) The PARTIES shall pay the other all actual cost (direct and indirect) for requested services; an estimate will be provided by the PARTY providing the service to the PARTY requesting the service, if requested (B) The PARTY providing the services shall provide the requesting PARTY an invoice detailing time and/or materials used p. (C) Payment is due upon receipt of invoice and payment shall be expected in thirty (30) days from date of invoice. Invoices and payments are to be sent to the address and representative referred to in section 2.

7. **HOLD HARMLESS AND INDEMNIFICATION:**

The COUNTY agrees to indemnify, defend and hold the TRANSIT, its directors, officers, employees, and volunteers, harmless from and against any and all claims, including demands, actions, damages, loss, costs, and attorney's fees, arising or resulting from any alleged negligent act, error or omission by the COUNTY, its directors, officers, or employees arising from the work performed by the COUNTY under this agreement provided, however, that the COUNTY shall not be obligated to indemnify, defend and hold the TRANSIT harmless with respect to any act, error or omission taken by the TRANSIT arising from the regular operations of its vehicles.

The TRANSIT agrees to indemnify, defend and hold harmless the COUNTY, its directors, officers, and employees harmless from and against any and all claims, including demands, actions, damages, loss, costs, expenses, and, attorney's fees arising out of or resulting from any negligent act, error or omission by the TRANSIT or its directors, officers, employees or volunteers, with regards to the operation of its vehicles, provided however that the TRANSIT shall not be obligated to indemnify, defend and hold the COUNTY harmless with respect to any act, error or omission taken by the COUNTY arising from the work performed by the COUNTY under this agreement.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of the liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the COUNTY and the TRANSIT, its directors, officers, employees or volunteers, then the COUNTY'S and the TRANSIT'S liability hereunder shall be only to the extent of each party's own negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY OF INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING: The PARTIES shall perform the terms of the AGREEMENT using only their bona fide employees or agents.

9. COMPLIANCE WITH LAWS: The PARTIES shall comply with all applicable federal, state and local laws, rules and regulations in performing this AGREEMENT.

10. NON-DISCRIMINATION POLICY: The COUNTY and the TRANSIT agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental sensory handicap, or other status protected by law.

11. FILING: This document shall be filed with the County Auditor pursuant to RCW 39.34 or, alternatively, listed by subject on the website of each of the PARTIES.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

DATED this 7TH, day of November, 2017.

**BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON**

**MASON TRANSIT
AUTHORITY (MTA)**



Kevin Shultz, Chair



By

ATTEST:



Melissa Drewry, Clerk of the Board



Signature


Title

APPROVED AS TO FORM:



Tim Whitehead, Ch. DPA