

Interagency Agreement
Between the Seattle Transportation Department and Mason County for
Providing Staff, Equipment and/or Engineering Services

This Interagency Agreement is made and entered into by and between the Seattle Transportation Department, hereinafter called SEATRAN, and Mason County, a political subdivision of the State of Washington, hereinafter called the "County", for the purpose of providing staff and/or equipment.

WHEREAS, SEATRAN has qualified staff and equipment necessary to perform the work desired by the County that can help achieve cost savings and benefits in the public's interest.

NOW THEREFORE, the parties hereby enter into an Agreement as follows:

I. OVERVIEW

- A. SEATRAN may provide staff equipment and/or engineering services to work on County projects. The County shall identify a Project in a letter of understanding to SEATRAN, for it's review/approval.
- B. SEATRAN is not obligated to provide staff or engineering services.

II. LETTER OF UNDERSTANDING

- A. The County shall prepare a Letter of Understanding and identify a contract person (s) for a Project or Service. The letter of Understanding shall identify the number of staff/expertise, equipment and/or engineering services required, the expected Project duration, and other provisions as deemed necessary.
- B. The letter of Understanding shall be subject to approval in writing by SEATRAN'S Director, and the County's Road Engineer or their designated representative. The letter of Understanding becomes a valid Agreement when executed by SEATRAN and the County's Road Engineer or their designated representative.

III. PAYMENT

- A. The lending party shall be reimbursed for all actual costs incurred for a project. Said costs shall include all engineering, clerical, administrative, inspection services, materials, and annual administrative overhead costs.
- B. The party receiving staff/services shall be billed on no more than a monthly basis. These bills will reflect actual costs, to include salary,

benefits and the annual administrative overhead rate. All payments shall be due within 30 days of the billing date, with one percent per month interest being charged to the receiving party as a delinquent charge starting 30 days after the billing date.

- C. In the event a lawsuit is instituted to enforce the payment obligations of the party receiving staff/services, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

IV. SEVERABILITY

- A. This Interagency Agreement will be effective upon its signing by both parties and will remain in effect until terminated by 30 day's advance notice by either party.
- B. In the event of termination of a Project or Service prior to completion of the objective contained within the Letter of Understanding, all direct and indirect phasing-out costs shall be paid by the party requesting termination. Termination costs claimed shall not exceed the actual costs incurred as a result of termination of the Project or Service.

V. INDEMNIFICATION AND HOLD HARMLESS

Each party hereto agrees to indemnify and hold harmless the other party, and its officers, agents and employees, from all claims (including demands, suits, penalties, losses, damages or costs of any kind whatsoever) to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents or employees.

VI. OTHER PROVISIONS

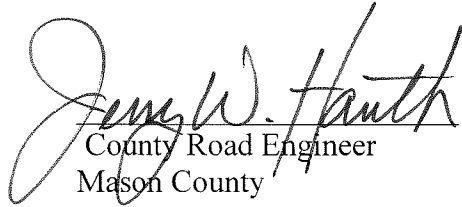
- A. No liability shall attach to SEATRAN or the County by reason of entering into this interagency Agreement except as expressly provided herein.
- B. This Interagency Agreement contains the entire written agreement of the parties and supersedes all prior discussion. This Interagency Agreement may be amended only in writing, signed by both parties.
- C. In providing services under this Interagency Agreement, SEATRAN shall be deemed an independent contractor for all purposes and its employees shall not in any manner be deemed to be employees or agents of the County for any purpose. SEATRAN shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to the lending party employee under State or local law.


In consideration of the mutual benefit accruing herein, the parties hereto agree that the Interagency Agreement as set forth herein will be performed by the parties under the terms of this Interagency Agreement.

The parties hereto have executed this Interagency Agreement on the day and year last written below.

Mason County, Washington

Seattle Transportation Department


County Road Engineer
Mason County


Director of transportation
Seattle Transportation Department

3/28/00
Date

3/29/00
Date