

**INTERLOCAL AGREEMENT
BETWEEN MASON COUNTY AND FIRE DISTRICT 3 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 1st day of May, 2018, by and between Fire District 3 (hereinafter referred to as DISTRICT) 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 District has express interest in an Interlocal agreement with the COUNTY whereby the Public Works Department will provide the following services: vehicle maintenance, road or site maintenance, engineering, survey, GIS, emergency assistance, sign fabrication, fueling and materials supply.

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 the COUNTY to provide the above mentioned services to the DISTRICT 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: Cyndi Ticknor, Allan Eaton or
 Jeremy Seymour
 Phone: (360) 427-9670, Ext.450
 Fax: (360) 427-7783
 Email: allane@co.mason.wa.us
jeremys@co.mason.wa.us
cyndit@co.mason.wa.us

To DISTRICT:
 Mason County Fire District 3
 P.O. Box 129
 Grapeview, WA 98546
 Attn: Patricia L.Graeber
 Phone: (360) 275-4483 / (360) 427-6421
 Email: chiefg@wavecable.com

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

4. **WORK REQUESTS:** The DISTRICT will normally request work from the COUNTY Road Maintenance and Operation/ER&R Manager, Asst. Road Operations/Maintenance Manager and/or Fleet Supervisor. The request should be made by an authorized representative of the DISTRICT by e-mail or fax. Phone or verbal requests must be followed up with a written request. The COUNTY will only do work as authorized by the DISTRICT.

5. **SCHEDULING:** The COUNTY will normally schedule the work in discussion with the DISTRICT'S representative, giving due consideration to the immediacy of the DISTRICT'S need and workload of the COUNTY.

6. **COMPENSATION:** (A) The DISTRICT shall pay the COUNTY all actual cost (direct and indirect) for requested services; an estimate will be provided by the COUNTY to the DISTRICT if requested (B) The COUNTY shall invoice the DISTRICT detailing time and/or materials used by the COUNTY. (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:** (A.) The DISTRICT shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the DISTRICT'S acts, errors or omissions in the performance of this AGREEMENT. Provided however, that the DISTRICT'S obligation there under shall not extend to injury, sickness, death or damage caused by or arising out if the sole negligence of the COUNTY, its officers, officials, employees or agents.

Provided further, that in the event of the concurrent negligence of the PARTIES, the DISTRICT'S obligations hereunder shall apply only to the percentage of fault attributable to the DISTRICT, its employees or agents. (B.). With respect to the DISTRICT'S obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the COUNTY, the DISTRICT further agrees to waive its immunity under the State Industrial Insurance Law, Title 51, RCW, for any injury or death suffered by the DISTRICT'S employee's caused by or arising out of the DISTRICT'S acts, errors or omissions in the performance of this AGREEMENT. This waiver has been mutually negotiated by the PARTIES. (C.) The DISTRICT'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the DISTRICT, the DISTRICT'S employees, agents or subcontractors.

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 DISTRICT 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 COUNTY'S website.

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

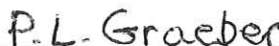
DATED this 1st, day of May, 2018.

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

**MASON COUNTY
FIRE DISTRICT 3**



Randy Neatherlin, Chair




By

ATTEST:



Melissa Drewry, Clerk of the Board




Signature



Title

APPROVED AS TO FORM:



Tim Whitehead, Ch. DPA