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**INTERLOCAL AGREEMENT BETWEEN GRAYS HARBOR COUNTY AND
MASON COUNTY REIMBURSABLE WORK PERFORMED BY COUNTY
PUBLIC WORKS AND/OR FOR RENTAL OF COUNTY EQUIPMENT**

This Interlocal Agreement is made and entered into pursuant to the provisions of chapter 39.34 RCW by and between the County of Grays Harbor and the County of Mason. Either party to the agreement, the requesting County (hereinafter Requester) and the providing County (hereinafter Provider) may request work or equipment rental from the other County as they find mutually beneficial.

I. RECITALS

WHEREAS, Both Counties have Public Works Departments which employ persons who specialize in certain types of Public Works Projects, and also owns certain types of equipment;

WHEREAS, each County may from time to time find it advantageous or desirable to have certain work performed by the other County Public Works Department or its contractor and/or to obtain the use of equipment from the other County Public Works Department for specific projects;

WHEREAS, both Counties, will benefit from cooperation in Public Works projects in this manner;

WHEREAS, Chapter 39.34 RCW provides that local jurisdictions may enter into cooperative agreements for their mutual benefit;

Now therefore the County of Grays Harbor and the County of Mason, through their respective legislative bodies do hereby agree as follows:

1. **PURPOSE OF AGREEMENT:** The purpose of this agreement is to provide for the cooperation between Counties in Public Works projects by allowing either County to request that certain work be performed by the other County Public Works Department or its contractors, or that either County be allowed to rent certain pieces of equipment owned by the other County.
2. **ADMINISTRATION OF AGREEMENT:** This agreement will be administered by both County Public Works Departments. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- a. Grays Harbor County's representative shall be Milt Hagedorn.
- b. Mason County's representative shall be BILL TAYLOR.

- 3. **DURATION OF AGREEMENT:** This agreement shall take effect upon execution of the agreement by both Counties and shall remain in effect until terminated.
- 4. **TERMINATION OF AGREEMENT:** Either County may terminate this agreement by giving ten days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- 5. **ACQUISITION OF PROPERTY:** Unless otherwise agreed to in writing, any property acquired by a County pursuant to this agreement shall remain property of that County. No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
- 6. **REQUESTS:** Whenever a County desires to obtain work by or to rent equipment from the other County Public Works Department pursuant to this agreement, the Requester shall make a request for said work or equipment in a form required by the Provider.
- 7. **REVIEW OF REQUEST:** The request will be reviewed by the Provider Public Works Department for the Provider's work crews to perform the work requested and/or the requested equipment. The Provider's Director of Public Works, or his designee, shall have final decisions as to a recommendation of either the work crew or the equipment.
- 8. **APPROVAL OF REQUEST:** Once the Provider's Director of Public Works, or his designee, recommends the requested work crew or equipment the recommendation will be forwarded on to the Provider's Board of County Commissioners for approval.
- 9. **FULFILLMENT OF REQUESTS:** If the request is approved by the Provider's Board of County Commissioners, as set forth in this agreement, the Provider will perform the work requested or provide the equipment requested.
- 10. **COUNTY EMPLOYEES:** All employees assigned to Public Works projects pursuant to this agreement, remain employees of their respective County at all times and shall perform the work requested under sole supervision of their County. *Prior to executing a request submitted by a party*, labor, procedures, equipment and materials in performance of Public Works projects pursuant to this agreement shall be mutually agreed to in writing.

11. **EQUIPMENT:** Equipment to be provided pursuant to this agreement shall be inspected by both Counties prior to use. The Requester using the equipment shall bear responsibility for insuring that operators of said equipment are properly trained in the use of said equipment. Requester shall compensate the Provider for any and all losses and/or damages occurring while equipment is in possession of the Requester.
12. **FINANCIAL RESPONSIBILITY:** The Requester shall be solely responsible for all costs of Requester's project, and administration of all grant funds, if any, related to the Requester's project.
13. **REIMBURSEMENT:** Requester shall reimburse Provider for all costs of direct and indirect labor (including fringe benefits), administration, equipment rental, engineering, materials and supplies for the Public Works, performed pursuant to this agreement. Requester shall reimburse Provider for use of equipment at the rate determined by Provider's Director of Public Works or his designee. Provider shall submit a statement to Requester after performance or delivery and within thirty (30) days Requester shall remit thereon.
14. **INDEMNIFICATION/HOLD HARMLESS:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to either County by reason of entering into this Agreement except as expressly provided herein.
15. **INSURANCE:** Provider may require, as a condition of performance of Public Works and/or provision of equipment that Requester obtain public liability insurance, naming Provider as an additional insured. If Provider so requires, it shall notify Requester and give Requester the option to withdraw its request
16. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
17. **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 effect other terms, conditions or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
18. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are

attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

DATED this 22nd, day of September, 2004

BOARD OF COMMISSIONERS
MASON COUNTY, WASHINGTON

Hesley E. Johnson
CHAIR

[Signature]
COMMISSIONER

[Signature]
COMMISSIONER

ATTEST:

Rebecca S. Rogers
CLERK OF THE BOARD

BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY,
WASHINGTON

[Signature]
CHAIR

Bob Beechower
COMMISSIONER

Albert G. Carter
COMMISSIONER

ATTEST:

Donna Caton
CLERK OF THE BOARD