

**INTERLOCAL AGREEMENT
BETWEEN MASON COUNTY AND NORTH MASON REGIONAL FIRE
AUTHORITY FOR EQUIPMENT OR VEHICLE REPAIRS,
MAINTENACE, UPFIT/RADIO, AND FUELING 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 14th day of February, 2017, by and between North Mason Regional Fire Authority (hereinafter referred to as CUSTOMER) 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 County maintains, services, and repairs vehicle and equipment at its County Shop Facility located at 100 W Public Works Drive, Shelton WA; and

WHEREAS, the County provides gasoline and diesel fueling services for authorized vehicles and equipment at a per gallon cost; and

WHEREAS, the County provides installation, repair, and maintenance of radio systems, and provides vehicle upfit services for emergency response; and

WHEREAS, the County desires to contract with the CUSTOMER to provide such services.

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 Mason County to provide repairs or maintenance of the CUSTOMER'S equipment or vehicles by COUNTY mechanics at the Mason County Shop Facility or in the field and fueling services.
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 Mason County:
 Dept. of Public Works
 100 W Public Works Drive
 Shelton, WA 98584
 Attn: Jeremy Seymour

To Customer:
 North Mason Regional Fire Authority
 PO Box 277
 Belfair, WA 98528
 Attn: Scott Cooper

Fleet Supervisor
Phone: (360) 427-9670, Ext. 387 or 386
Fax: (360) 427-7783
Email: jeremys@co.mason.wa.us

Assistant Fire Chief
Phone: (360) 275-671, Ext. 201
Fax: (360) 275-6224
Email: scooper@northmasonrfa.com

3. DURATION OF AGREEMENT: This agreement shall take effect upon execution of the agreement by both County and CUSTOMER and shall remain in effect until December 31, 2026; unless EITHER PARTY terminates by giving a ten days written notice to the OTHER PARTY.

4. WORK REQUESTS: The CUSTOMER will normally request work from the COUNTY Fleet Supervisor, Jeremy Seymour. The request should be requested by an authorized representative of the CUSTOMER 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 CUSTOMER. Additional problems or repairs noted will be brought to the attention of CUSTOMER'S representative for authorization or deferment until the next maintenance opportunity.

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

6. COMPESATION: (A.) COUNTY will extend to the CUSTOMER the same shop rate charged to other non-ER&R vehicles and equipment. Parts & materials are charged at actual cost. The CUSTOMER may provide parts in advance that are anticipated to be needed during maintenance. Maintenance or corrective repair that is required after normal shop hours will be billed at overtime rates. Field repairs normally will include shop truck costs. (B) The COUNTY shall invoice the CUSTOMER detailing time, parts and materials used by the COUNTY. 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. FUELING: The COUNTY will provide pin numbers to personnel designated by the CUSTOMER and allow 24 hour access to the fuel facilities. Mason County will invoice the fuel usage by North Mason Regional Fire Authority on a monthly basis; typically mailed out by the 15th of every month. Payment is requested within 30 days. The bill will indicate date, location, product, quantity, cost and vehicle number. The COUNTY will charge the CUSTOMER the same per gallon fuel costs as charged to Mason County vehicles and equipment. The price of fuel is adjusted on a weekly basis.

8. HOLD HARMLESS AND INDEMNIFICATION: (A.) The CUSTOMER 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 CUSTOMER'S acts, errors or omissions in the performance of this AGREEMENT. PROVIDED HOWEVER, that the CUSTOMER'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 customer's obligations hereunder shall apply only to the percentage of fault attributable to the customer, its employees or agents. (B.) With respect to the CUSTOMER'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 CUSTOMER further agrees to waive its immunity under the State Industrial Insurance Law, Title 51, RCW, for any injury or death suffered by the CUSTOMER'S employee's caused by or arising out of the CUSTOMER'S acts, errors or omissions in the performance of this AGREEMENT. This waiver has been mutually negotiated by the PARTIES. (C.) The CUSTOMER'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 CUSTOMER, the customer's employees, agents or subcontractors.

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

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

11. INSURANCE REQUIREMENT: Each party shall obtain and maintain liability coverage in minimum liability limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for general liability, errors and omissions, auto liability, despite when the claim was made.

Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of a certificate from a solvent insurance provider confirming coverage from a solvent insurance company or pool which is sufficient to address the insurance obligations set forth above.

12. NON-DISCRIMINATION POLICY: The COUNTY and the CUSTOMER 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.

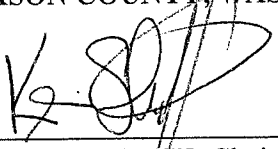
13. FILING: This document shall be filed with the County Auditor pursuant to RCW 39.34 or, alternatively, listed by subject on the COUNTY'S website.

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

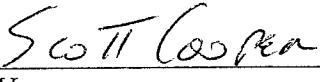
DATED this 14th, day of February, 2017.

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON


MASON COUNTY
NORTH MASON REGIONAL
FIRE AUTHORITY



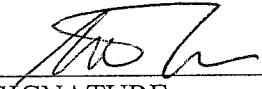
KEVIN SHUFFY, Chair



BY



Terri Jeffreys, Vice Chair



SIGNATURE

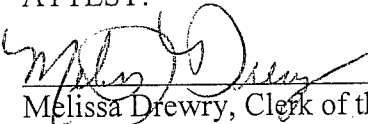


Randy Neatherlin, Commissioner

Assistant Fire Chief

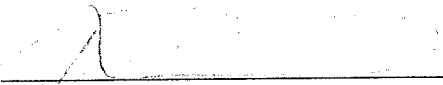
TITLE

ATTEST:



Melissa Drewry, Clerk of the Board

APPROVED AS TO FORM:



Tim Whitehead, Ch. DPA