

**INTERLOCAL AGREEMENT
BETWEEN MASON COUNTY AND WASHINGTON STATE PATROL
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 26 day of September, 2017, by and between Washington State Patrol (hereinafter referred to as STATE) 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 STATE has express 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.

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 COUNTY to provide the above mentioned services to the STATE 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 Mason County:
Dept. of Public Works
100 W Public Works Drive
Shelton, WA 98584
Attn: Allan Eaton or Jeremy Seymour

Phone: (360) 427-9670, Ext.784 or 387
Fax: (360) 427-7783
Email: allane@co.mason.wa.us
jeremys@co.mason.wa.us

To STATE:
WA State Patrol (WSP)
PO Box 42627
8611 Armstrong Road SW
Olympia, WA 98504-2627
Attn: Steve Smeland

Phone: (360) 704-5405 or (360) 704-5410
Fax: (360) 704-5496
Email: steven.smeland@wsp.wa.gov

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

4. WORK REQUESTS: The STATE will normally request work from the COUNTY: Asst. Road Operations/Maintenance Manager, Allan Eaton and/or Fleet Supervisor, Jeremy Seymour. The request should be made by an authorized representative of the STATE by email or fax. Phone or verbal requests must be followed up with a written request. The COUNTY will only do work as authorized by the STATE.

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

6. COMPESATION: (A). The STATE shall pay the County all actual costs (direct and indirect) for requested services; an estimate will be provided by the County to the STATE if requested. (B). The COUNTY shall invoice the STATE 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). To the extent permitted by law, the STATE 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 STATE'S acts, errors or omissions in the performance of this AGREEMENT. PROVIDED HOWEVER, that the STATE'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 STATE's obligations hereunder shall apply only to the percentage of fault attributable to the STATE, its employees or agents. (B). With respect to the STATE'S obligations to hold harmless, indemnify and defend provided for herein, only as such obligations relate to claims, actions or suits filed against the COUNTY. (C). The STATE'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 STATE, the STATE'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 STATE 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.

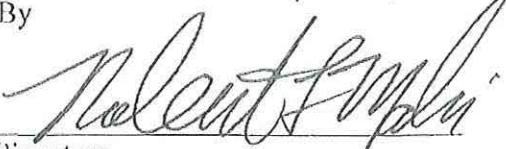
DATED this 26, day of September, 2017.

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

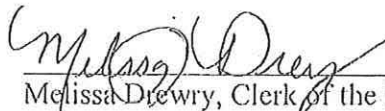
WA STATE PATROL (WSP)



Kevin Shutt, Chair


ROBERT MAKI
By

Signature
C. F. O.
Title

ATTEST:



Melissa Drewry, Clerk of the Board

APPROVED AS TO FORM:



Tim Whitehead, Ch. DPA