

**INTERLOCAL AGREEMENT
BETWEEN MASON COUNTY AND NORTH MASON REGIONAL FIRE AUTHORITY
FOR
PUBLIC WORKS DEPARTMENT
REIMBURSABLE WORK, SUPPLIES AND 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 30 day of January, 2024, by and between North Mason Regional Fire Authority (hereinafter referred to as AUTHORITY) 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 AUTHORITY has expressed interest in an Interlocal agreement with the COUNTY whereby the Mason COUNTY Public Works Department will provide reimbursable work, supplies, and services (including emergency assistance).

WHEREAS, the COUNTY has expressed interest whereby AUTHORITY will provide occasional winter snowplow assistance utilizing AUTHORITY vehicle equipped with a COUNTY-owned plow.

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
 - a) provide the above-mentioned services to the AUTHORITY when a work request has been approved by both parties, and
 - b) the AUTHORITY to provide occasional winter snowplow assistance.
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

Shop/Fuel Station Services:

Attn: Pete Medcalf
Email: pmedcalf@masoncountywa.gov

Other Services:

Attn: Jeremy Seymour
Phone: (360) 427-9670, Ext. 450
Email: jeremys@masoncountywa.gov

To AUTHORITY:

North Mason Regional Fire Authority
490 Old Belfair Highway
PO BOX 277
Belfair, WA 98528
Attn: Beau Bakken
Phone: 360-275-6711
Email: BBakken@NorthMasonrfa.com

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

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

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

6. SHOP SERVICES: Service and repair charges will be on an hourly basis rounded to the nearest 15 minutes. The shop rate for service is an hourly rate set yearly, which is inclusive of documentation and reporting of all maintenance work and service work. Notification of shop/labor surcharge rate increases will be sent out at least 30 days prior to implementation of the new rates. Fees do not include Washington State sales tax which will be added to each invoice. In addition, the AUTHORITY is to pay for all parts provided by the COUNTY from COUNTY stock (at COUNTYS cost) plus any costs associated with fluids, pick-up, and delivery, plus any mark-up as described below. Expenses outlined herein shall be paid by the in the manner set forth below:

- a) Costs of any parts that the COUNTY does not have in-stock may be directly billed to the AUTHORITY.
- b) The cost of parts the COUNTY has in stock or are billed to the AUTHORITY. This cost for parts and all labor services provided by the COUNTY will be directly billed.
- c) Fluids used and replaced will be billed at the normal rates paid by the AUTHORITY plus a percentage mark-up set yearly, as well as fluid accountability requirements and any required disposal charges incurred by the COUNTY.
- d) Pick-up and delivery charges will be directly paid by the AUTHORITY to the entity providing such services. For example, if towing is required, the AUTHORITY will pay the towing company directly.

Any services required after normal shop hours will be billed at overtime rates. Field repairs normally will include shop truck costs. 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. FUEL STATION SERVICES: The COUNTY and the AUTHORITY agree to the following when using the fuel station:

- a) The AUTHORITY may be permitted to fuel its vehicles utilizing the facility maintained by the COUNTY at the Public Works Facility.
- b) Fueling is only allowed to vehicles with exempt license plates and assigned vehicle pin numbers.

- c) The AUTHORITY may have twenty-four-hour access to the fueling facility by special key card furnished by the COUNTY. COUNTY agrees to extend the same per gallon fuel costs as charged to Mason COUNTY (price of fuel is adjusted on a weekly basis) with a percentage per gallon of fuel surcharge in addition to the fuel price for administrative and maintenance fees set yearly. Lost key cards shall be promptly reported to the COUNTY ER&R Supervisor.
 - d) The AUTHORITY agrees to accept responsibility for the use of and charges to issued account number.
 - e) Mason COUNTY will invoice the fuel usage monthly. This bill will indicate date and time of purchase, product quantity, cost and cards used. Payment is requested within 30-days.
8. ALL OTHER REQUEST WORK, SUPPLIES OR SERVICES: The COUNTY and the AUTHORITY agree to the following when using this service:
- a) The AUTHORITY shall pay the COUNTY all actual costs (direct and indirect) for requested services; an estimate will be provided by the COUNTY to the AUTHORITY agree to the following when using this service: if requested.
 - b) The COUNTY shall invoice the AUTHORITY agree to the following when using this service: detailing time and/or materials used by the COUNTY.
 - c) Payment is due upon receipt of the invoice and payment shall be expected in thirty (30) days from the date of invoice. Invoices and payments are to be sent to the address and one of the representatives referred to in section 2.
9. SNOW PLOW SERVICES PROVIDED BY AUTHORITY:
- a) The COUNTY shall provide the AUTHORITY a plow and upfit the AUTHORITY vehicle at no charge. The COUNTY shall retain ownership of the plow.
 - b) The COUNTY shall provide training to the AUTHORITY prior to placing in service, including instructions for plow installation/removal, plow operation, and equipment safety check.
 - c) The AUTHORITY, to the fullest extent permissible by law, shall be solely responsible for any liability associated with performing plowing operations. The AUTHORITY shall be liable for any damage to the plow and upfit equipment caused by the AUTHORITY.
 - d) The AUTHORITY shall provide the COUNTY with a Certificate of Insurance demonstrating Commercial General Liability coverage of at least \$1 million per occurrence, \$2 million aggregate; auto liability of \$2 million per occurrence, \$4 million aggregate; and statutory workers compensation limits.
 - e) The AUTHORITY shall ensure that operators are subject to regular driver record checks and properly licensed to operate.
 - f) The AUTHORITY shall communicate with the COUNTY when they initiate any work on a County road.
10. HOLD HARMLESS AND INDEMNIFICATION: (A.) The AUTHORITY agree to the following when using this service: 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 AUTHORITY'S acts, errors or omissions in the performance of this AGREEMENT. PROVIDED HOWEVER, that the AUTHORITY '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 AUTHORITY 'S obligations hereunder shall apply only to the percentage of fault attributable to the AUTHORITY, its employees or agents. (B.) With respect to the AUTHORITY'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 AUTHORITY further agrees to waive its immunity under the State Industrial Insurance Law, Title 51, RCW, for any injury or death suffered by the AUTHORITY 'S employees caused by or arising out of the AUTHORITY'S acts, errors or omissions in the performance of this AGREEMENT. This waiver has been mutually negotiated by the PARTIES. (C.) The AUTHORITY'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 AUTHORITY, the AUTHORITY'S employees, agents or subcontractors.

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

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

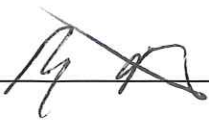
13. NON-DISCRIMINATION POLICY: The COUNTY and the AUTHORITY agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental sensory handicap, or other status protected by law.

14. 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 30, day of January, 2024.

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

Chair 

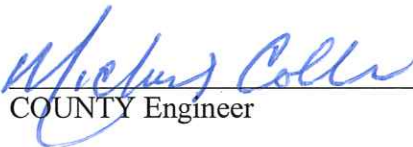
ATTEST:

Cami Olson for mckenzie smith
Clerk of the Board

APPROVED AS TO FORM:


Ch. DPA

RECOMMENDING APPROVAL:


COUNTY Engineer

**NORTH MASON REGIONAL
FIRE AUTHORITY
MASON COUNTY, WASHINGTON**

Beau Bakken
By


Signature

Fire Chief
Title