



MASON COUNTY
DEPARTMENT OF PUBLIC WORKS

100 W PUBLIC WORKS DRIVE
SHELTON, WASHINGTON 98584

Phone (360) 427-9670 x450
Fax (360) 427-7783

MASON COUNTY
MISSION

The mission of Mason County Government is to provide essential & mandated services which will preserve & benefit the health, safety, & welfare of the general public in a professional and courteous manner through the effective and equitable management of available public resources.

Mason County recognizes that its employees & volunteers are the foundation upon which these services are provided.

LETTER OF TRANSMITTAL

DATE: April 17, 2014

TO: Public Works Dept.
City of Shelton

FROM: Kelle Medcalf
Office Manager

SUBJECT: Intergovernmental Agreement for Reimbursable Work, Supplies and/or Rental of Equipment

WE ARE SENDING YOU:

- | | | | |
|-------------------------------------|-------------------|--------------------------|----------------------|
| <input checked="" type="checkbox"/> | ATTACHED | <input type="checkbox"/> | COPY OF LETTER |
| <input type="checkbox"/> | SPECIFICATIONS | <input type="checkbox"/> | OTHER |
| <input type="checkbox"/> | PRINTS/PLANS/MAPS | <input type="checkbox"/> | UNDER SEPARATE COVER |

REMARKS: Enclosed herein is the executed Interlocal Agreement between the City of Shelton and Mason County. If you have any questions, I can be reached at (360) 427-9670, Ext. 462. Thank you.

.cc: Accounting

**INTERLOCAL AGREEMENT
BETWEEN MASON COUNTY GOVERNMENTAL AGENCIES
FOR REIMBURSABLE WORK, SUPPLIES
AND/OR RENTAL OF EQUIPMENT**

This Interlocal Agreement is made and entered into pursuant to the provisions of Chapter 39.34 RCW by and between the City of Shelton and Mason County (hereinafter Parties). Any party to the agreement may request (hereinafter Requester) work, supplies or equipment rental from the other party (hereinafter Provider), and any Provider may provide work, supplies, or equipment, as the parties find mutually beneficial.

I. RECITALS

WHEREAS, The Parties have Departments with staff who specialize in certain types of work, that purchase certain types of supplies and also own certain types of equipment.

WHEREAS, each Party may from time to time find it advantageous or desirable to have certain work performed by another Party or its contractor, which would otherwise be performed in-house by day labor or otherwise exempt from competitive bidding and prevailing wage requirements, and/or to obtain supplies or the use of equipment from another Party for specific tasks, when the purchase of supplies would fall below thresholds for competitive purchasing.

WHEREAS, all Parties will benefit from cooperation in this manner;

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

WHEREAS, it is intended that general and special purpose governmental jurisdictions and public service providers in Mason County may in the future join in this Agreement by executing a signature page that incorporates the terms of this Agreement by reference.

NOW THEREFORE the Parties, through their respective legislative bodies do hereby agree as follows:

PURPOSE OF AGREEMENT: The purpose of this agreement is to provide for cooperation between Parties by allowing any Party to request that another Party or its contractors perform certain work, or that supplies be provided by another Party, or that certain pieces of equipment be rented to another Party.

PARTICIPATION: City of Shelton and Mason County are the initial parties to this agreement. Other General and Special purpose governmental jurisdictions and public service providers may in the future join in this agreement by executing a signature page that incorporates the terms of this agreement by reference.

ADMINISTRATION OF AGREEMENT: The respective parties to this Agreement shall select one Administrator per governmental entity. The Administrator will be specifically appointed by the legislative and/or governing body of the governmental entity/organization, and shall have full powers to act on behalf of his or her respective governmental entity/organization. The Administrator may appoint another person to act in his or her capacity as Administrator for purposes of this Agreement. Each Agency's Administrator shall be responsible for keeping the Agency's governing board advised of actions taken under this agreement.

DURATION OF AGREEMENT: This agreement shall take effect upon execution of the agreement by all Parties and shall remain in effect until terminated.

WITHDRAWAL/TERMINATION OF AGREEMENT: Any Party may withdraw from this agreement by giving ten days written notice to the other Parties. If all or all but one Party chooses to withdraw from the agreement, the agreement will be considered terminated.

REQUESTS: Each request for service shall be in writing and shall specify the particular service required, the amounts and types of labor, equipment, and material required, the location of the work, the estimated cost of the work and other information pertinent to the request. In cases of emergency or unforeseen circumstance necessitating prompt action the request and approval may be done verbally but must be documented in writing within 48 hours of the verbal request. The Requester is responsible to assure that the work, supplies or equipment request complies with statutes, rules and policies of the requesting agency, including but not limited to laws related to collective bargaining, wage and hour laws, public works, prevailing wages, and purchasing. The Provider shall incur no liability for any cause of action, monetary extractions, or damages arising from a Request made in violation of any applicable laws. Requester shall defend, indemnify and hold Provider harmless against the same.

REVIEW OF REQUEST: Upon receipt of the request, the Provider shall indicate its acceptance or rejection of the request, provide an estimated cost of the work, have it signed by its Administrator, and return one copy to the Requester within ten (10) business days. Providers reserve the right to refuse requests by reason of unavailability, lack of resources, law or contractual violations, or other concerns.

FULFILLMENT OF REQUESTS: If the request is approved by the Provider's Administrator, the Provider will perform the work requested, provide the supplies requested or provide the equipment requested. Requesters reserve the right to reject workers, supplies, or equipment that do not meet standards.

AGENCY EMPLOYEES: All employees assigned to provide services, supplies or equipment pursuant to this agreement remain employees of their respective Party at all times and shall perform the work requested under sole supervision of their employer. The Parties involved shall mutually agree in writing to labor, procedures, equipment and materials in performance of work pursuant to this agreement.

Each employer retains sole responsibility for supervising, disciplining, and otherwise directing the performance of its employees performing work for another Party, provided that the Requester shall have the right to specify standards for the Work. The Provider of each employee remains responsible for compensating the employee who performs work for a Requester, including overtime wages if applicable. Each Provider shall defend, indemnify, and hold each Requester harmless against all claims arising by virtue of misconduct or negligence by the Provider's employee that results in injury.

EQUIPMENT: The Requester shall be responsible for the proper care, maintenance and security of borrowed equipment until the equipment is returned to the Provider. Equipment to be provided pursuant to this agreement shall be inspected by both Parties prior to use. The Requester using the equipment shall bear responsibility for assuring that operators of said equipment are properly trained in the use of said equipment. The Requester's operators may be checked out on the equipment by the Provider's staff to verify proper training on the equipment prior to release of the equipment. Any damage other than normal wear and tear will be the responsibility of the party in possession of the equipment at the time the equipment is damaged. The Provider may require, at its sole discretion, that only Provider's personnel operate certain equipment. In doing so, Provider shall be deemed an independent contractor and Provider's employees shall not be deemed employees of the Requester. The Provider's operator shall perform under the general direction and control of the Requester but shall retain full control of the manner and means of using the equipment.

Equipment Lists from the Parties containing each agencies equipment, hourly rate and operator requirements are identified in EXHIBIT 'A' to this agreement.

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, except that the Provider shall maintain the responsibility of compensating its own employees.

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 work, supplies or equipment, performed pursuant to this agreement. Requester shall reimburse Provider for use of equipment at the rate determined by Provider's Administrator. Provider shall submit a statement to Requester after performance or delivery and within thirty (30) days Requester shall remit thereon.

RECORDS RETENTION AND AUDIT: The parties agree to maintain records of all costs incurred under this Agreement, in accordance with an accounting system as prescribed and approved by the Washington State Auditor's Office. These records shall be kept available for inspection and audit by the party requesting the service for six (6) years after payment of the requested service.

DISPUTE CLAUSE AND VENUE. In the event that a dispute arises between a Requester and a Provider, it shall be resolved as follows:

The Administrator for the Provider and the Requester shall each appoint a member to a disputes board, these two members shall select a third member not affiliated with either Agency. The dispute resolution hearing shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. In the event that any Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction in Mason County, Washington. The laws of the State of Washington shall apply to this Agreement.

HOLD HARMLESS AND INDEMNIFICATION. A. Usage of Equipment. The Requester will defend, indemnify, save and hold harmless the Provider and its officers, agents, and employees from all claims, actions, damages, or expenses of any nature whatsoever by reasons of the acts or omissions of the Provider and its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities authorized by this agreement arising solely out of Requester's use of the Provider's equipment. In such cases, the Requester further agrees to defend the Provider and its authorized agents and employees in any litigation, including payment of any costs or attorney fees for any claims or actions commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the Provider or its authorized agents or employees.

B. Usage of Labor. Each Provider shall defend, indemnify, and hold each Requester harmless against all claims arising by virtue of misconduct or negligence by the Provider's employee that results in injury. In such cases, the Provider further agrees to defend the Requester and its authorized agents and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the Requester or its authorized agents or employees.

C. Concurrent Negligence. If the claims or damages are caused by or result from the concurrent negligence of the Provider and its agents or employees, and the Requester, its agents or employees, and involves those actions covered by RCW 4.24.115, both the Provider and the Requester shall be liable only to the proportional extent of their respective negligence.

D. Supplies. All material and supplies will be provided on an "AS IS" basis. Provider does not warrant any supplies or materials and specifically disclaims any express or implied warranties, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. SUCH WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED OR OTHERWISE AFFECTED BY THE RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE BY THE PROVIDER IN CONNECTION WITH THE EQUIPMENT OR BY ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, BY STATUTE, OR BY PERFORMANCE, CUSTOM OR USAGE OF TRADE. Requester shall defend, indemnify, and hold Provider harmless from all causes of action arising from a Requester's use of supplies.

ACCESS TO RECORDS. All participating agencies agree to maintain records and reports required under this Agreement for a period of not less than six years after the date of termination or expiration, except in the event of litigation or settlement of claims arising from the performance of any part of this Agreement, in which case all records shall be retained until the participating agency, the FTA, or the Comptroller General have disposed of all litigations, appeals or claims related to this cooperative activity.

WAIVER. No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

INSURANCE: Provider may require, as a condition of performance of work 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.

DATED this 3rd day of September, 2013

Harry H. Cronce
Mayor of Shelton

[Signature]
Commissioner of Shelton

[Signature]
Commissioner of Shelton

[Signature]
BOARD CHAIR

Tim Sheldo
BOARD CHAIR Member

[Signature]
BOARD CHAIR Member

8-6-13

LEGAL REVIEW:

LEGAL REVIEW: 'As to form'

[Signature]
Tim Whitchers, Chief of Staff

EXHIBIT ' A'
Equipment Lists

Mason County Equipment List

As of: 3/18/2013

Equip #	Description	Hourly Unit Cost	Unit of Measure	daily \$	weekly \$	Operator per hr
E254	2008 Ford Auger Flatbed	\$30.00	Even Hour	\$240.00	\$1,200.00	
E301	1986 International 5-7 Yard Dump	\$32.00	Even Hour	\$256.00	\$1,280.00	
E302	2008 International 7400	\$44.00	Even Hour	\$352.00	\$1,760.00	
E304	1991 International 5-7 Yard Dump	\$34.00	Even Hour	\$272.00	\$1,360.00	
E305	1990 International Oiler	\$32.00	Even Hour	\$256.00	\$1,280.00	\$40
E307	1993 Cab/Chasis w/Guzzler Jet	\$30.00	Even Hour	\$240.00	\$1,200.00	\$40
E308	1999 Freightliner/Athey Sweeper	\$80.00	Even Hour	\$640.00	\$3,200.00	\$40
E309	2008 Sterling 800A Jetter	\$100.00	Even Hour	\$800.00	\$4,000.00	\$40
E312	2006 International Oiler	\$80.00	Even Hour	\$640.00	\$3,200.00	\$40
E400	2002 International Water Tanker	\$22.00	Even Hour	\$176.00	\$880.00	\$40
E401	1984 Peterbuilt Tractor	\$25.00	Even Hour	\$200.00	\$1,000.00	
E402	1994 Freightliner	\$100.00	Even Hour	\$800.00	\$4,000.00	
E406	1992 Mack 10-12 Yard Dump	\$25.00	Even Hour	\$200.00	\$1,000.00	
E411	1997 Mack 10/12 Yard Dump	\$50.00	Even Hour	\$400.00	\$2,000.00	
E412	1997 Mack 10/12 Yard Dump	\$45.00	Even Hour	\$360.00	\$1,800.00	
E414	2001 Volvo Tractor	\$45.00	Even Hour	\$360.00	\$1,800.00	
E420	2008 Volvo 10-12 Yd Dump	\$35.00	Even Hour	\$280.00	\$1,400.00	
E421	2008 Volvo 10-12 Yd Dump	\$35.00	Even Hour	\$280.00	\$1,400.00	
E422	2010 Mack Dump Truck	\$30.00	Even Hour	\$240.00	\$1,200.00	
E423	2010 Mack Dump Truck	\$30.00	Even Hour	\$240.00	\$1,200.00	
E501	1994 Caterpillar M140	\$45.00	Even Hour	\$360.00	\$1,800.00	\$40
E502	1994 Caterpillar M140	\$30.00	Even Hour	\$240.00	\$1,200.00	\$40
E503	Volvo Grader	\$85.00	Even Hour	\$680.00	\$3,400.00	\$40
E601	1986 Caterpillar 936G Loader	\$30.00	Even Hour	\$240.00	\$1,200.00	
E604	1991 Caterpillar 936E Loader	\$35.00	Even Hour	\$280.00	\$1,400.00	
E609	1991 Athey Loader	\$160.00	Even Hour	\$1,280.00	\$6,400.00	\$40
E610	1987 J.D. 655C Track Loader	\$60.00	Even Hour	\$480.00	\$2,400.00	
E612	1997 Cat Backhoe	\$25.00	Even Hour	\$200.00	\$1,000.00	
E613	2004 John Deere Backhoe Loader	\$30.00	Even Hour	\$240.00	\$1,200.00	
E614	2007 John Deere Backhoe Loader	\$24.00	Even Hour	\$192.00	\$960.00	
E616	2010 Gradall Excavator	\$80.00	Even Hour	\$640.00	\$3,200.00	\$40
E617	2009 Gradall Excavator	\$80.00	Even Hour	\$640.00	\$3,200.00	\$40
E618	2012 John Deere Excavator	\$95.00	Even Hour	\$760.00	\$3,800.00	\$40
E700	1997 Western 33ft T/A end dump tra	\$17.00	Even Hour	\$136.00	\$680.00	
E718	2005 Etnyre Tanker Trailer	\$70.00	Even Hour	\$560.00	\$2,800.00	\$40
E719	2007 Etnyre Tanker Trailer	\$95.00	Even Hour	\$760.00	\$3,800.00	\$40
E740	2006 Tilt Util. Trailer Olympic	\$6.00	Even Hour	\$48.00	\$240.00	
E750	2007 ADS Message Board	\$9.00	Even Hour	\$72.00	\$360.00	
E751	2007 ADS Message Board	\$6.00	Even Hour	\$48.00	\$240.00	
E800	2004 John Deere Brushcutter	\$0.00	Even Hour	\$0.00	\$0.00	
E801	1998 Tow Sweep Broom	\$50.00	Even Hour	\$400.00	\$2,000.00	
E802	1991 Etnyre Chipspreader	\$250.00	Even Hour	\$2,000.00	\$10,000.00	\$40
E803	2004 Broce Broom Sweeper	\$20.00	Even Hour	\$160.00	\$800.00	
E804	2004 Broce Broom Sweeper	\$20.00	Even Hour	\$160.00	\$800.00	
E806	1976 Hyster Rubber Tire Roller	\$0.00	Even Hour	\$0.00	\$0.00	
E807	2000 Hyster 530 Pneumatic Roller	\$40.00	Even Hour	\$320.00	\$1,600.00	
E808	2000 Brush Cutter	\$40.00	Even Hour	\$320.00	\$1,600.00	

Equip #	Description	Hourly Unit Cost	Unit of Measure	daily \$	weekly \$	Operator per hr
E809	1990 Vermeer 1250 Brush Chipper	\$40.00	Even Hour	\$320.00	\$1,600.00	
E810	2001 Tiger Boom Mower	\$45.00	Even Hour	\$360.00	\$1,800.00	
E812	2013 Vermeer BC-1500	\$55.00	Even Hour	\$440.00	\$2,200.00	
E813	1997 Pro Patch Box	\$5.00	Even Hour	\$40.00	\$200.00	
E815	2007 John Deere Brushcutter	\$50.00	Even Hour	\$400.00	\$2,000.00	
E816	2009 John Deere Brushcutter tractor	\$45.00	Even Hour	\$360.00	\$1,800.00	
E817	2001 Tiger Boom Mower	\$35.00	Even Hour	\$280.00	\$1,400.00	
E819	2000 Bomag Construction Roller	\$35.00	Even Hour	\$280.00	\$1,400.00	
E820	2011 HAMM Asphalt Roller	\$80.00	Even Hour	\$640.00	\$3,200.00	
E821	1997 Pro Patch Box	\$6.50	Even Hour	\$52.00	\$260.00	
E850	2006 Bomag Asphalt Roller	\$20.00	Even Hour	\$160.00	\$800.00	
E851	2006 Bomag Plate Compactor	\$15.00	Even Hour	\$120.00	\$600.00	
E947	1974 Entyre Tanker	\$15.00	Even Hour	\$120.00	\$600.00	
E948	1978 Entyre Tanker	\$15.00	Even Hour	\$120.00	\$600.00	

City of Shelton Equipment List

Resolution: #1049-0613

6/24/2013

Equip #	Description	Unit Cost	Unit of Measure	daily \$	weekly \$	Operator(s) per hr (actual cost)
<u>Vehicle Price for Work Orders</u>						
	Boom Truck	\$43.00	Even Hour	\$344.00	\$1,720.00	plus 1 Operator (actual)
	Bucket Truck	\$43.00	Even Hour	\$344.00	\$1,720.00	plus 1 Operator (actual)
	Camera Truck	\$53.00	Even Hour	\$424.00	\$2,120.00	
	CSI Water Truck	\$40.00	Even Hour	\$320.00	\$1,600.00	plus 1 Operator (actual)
	Dump Truck-6 Yard	\$28.00	Even Hour	\$224.00	\$1,120.00	plus 1 Operator (actual)
	Dump Truck-12 Yard	\$60.00	Even Hour	\$480.00	\$2,400.00	plus 1 Operator (actual)
	Flat Bed Truck	\$17.00	Even Hour	\$136.00	\$680.00	
	Garbage/Recycle Truck	\$85.00	Even Hour	\$680.00	\$3,400.00	plus 1 Operator (actual)
	Patch Truck	\$33.00	Even Hour	\$264.00	\$1,320.00	
	Roll Off Truck	\$65.00	Even Hour	\$520.00	\$2,600.00	plus 1 Operator (actual)
	Service Truck	\$35.00	Even Hour	\$280.00	\$1,400.00	
	Sludge Truck	\$53.00	Even Hour	\$424.00	\$2,120.00	
	Standard Truck	\$15.00	Even Hour	\$120.00	\$600.00	
	Standard Van	\$15.00	Even Hour	\$120.00	\$600.00	
	Utility Truck	\$20.00	Even Hour	\$160.00	\$800.00	
	Vacuum Truck	\$105.00	Even Hour	\$840.00	\$4,200.00	plus 2 Operators (actual)
	Water Truck	\$53.00	Even Hour	\$424.00	\$2,120.00	
<u>Equipment Price for Work Orders</u>						
	Air Compressor	\$15.00	Even Hour	\$120.00	\$600.00	
	Backhoe	\$36.00	Even Hour	\$288.00	\$1,440.00	
	Backhoe w/hoepack or breaker	\$40.00	Even Hour	\$320.00	\$1,600.00	
	Boring Mole	\$32.00	Even Hour	\$256.00	\$1,280.00	
	Box Paver (Layton)	\$30.00	Even Hour	\$240.00	\$1,200.00	plus 2 Operators (actual)
	Chain, Chop, Extension Saw	\$10.00	Even Hour	\$80.00	\$400.00	
	Chipper	\$30.00	Even Hour	\$240.00	\$1,200.00	
	Concrete Saw	\$10.00	Even Hour	\$80.00	\$400.00	

Equip #	Description	Hourly Unit Cost	Unit of Measure	daily \$	weekly \$	Operator per hr
	Crack Sealer	\$20.00	Even Hour	\$160.00	\$800.00	
	Fork Lift	\$15.00	Even Hour	\$120.00	\$600.00	
	Grader	\$58.00	Even Hour	\$464.00	\$2,320.00	
	Hand Push Mower	\$7.50	Even Hour	\$60.00	\$300.00	
	Loader	\$46.00	Even Hour	\$368.00	\$1,840.00	
	Mid Mount Broom	\$30.00	Even Hour	\$240.00	\$1,200.00	
	Pipe Pusher	\$32.00	Even Hour	\$256.00	\$1,280.00	
	Riding Mower (Parks)	\$20.00	Even Hour	\$160.00	\$800.00	
	Roller	\$19.00	Even Hour	\$152.00	\$760.00	
	Scissor Lift	\$5.00	Even Hour	\$40.00	\$200.00	
	Shoring	\$10.00	Even Hour	\$80.00	\$400.00	
	Small Tractor (Parks)	\$28.00	Even Hour	\$224.00	\$1,120.00	
	Sweeper	\$40.00	Even Hour	\$320.00	\$1,600.00	
	Tack Oil Sprayer	\$20.00	Even Hour	\$160.00	\$800.00	
	Tow Master Trailer	\$10.00	Even Hour	\$80.00	\$400.00	
	Tractor Mower	\$40.00	Even Hour	\$320.00	\$1,600.00	
	Weed Eater	\$8.00	Even Hour	\$64.00	\$320.00	