

**INTERLOCAL AGREEMENT BETWEEN MASON  
COUNTY AND CITY OF SHELTON FOR EXCHANGE OF  
EQUIPMENT AND SMALL PUBLIC WORKS SERVICES**

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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 15<sup>th</sup> day of October, 2024, by and between City of Shelton (hereinafter referred to as CITY) and Mason COUNTY (hereinafter COUNTY) collectively referred to as PARTIES.

**WHEREAS**, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, the Parties wish to formalize their practice of exchanging equipment and small public works services.

**NOW, THEREFORE**, in consideration of the mutual benefits and covenants herein the PARTIES agree as follows:

1. Administration of Agreement. Each Party to this agreement shall communicate to the other party its designated agreement representative, which shall by default be the Directors of Public Works.
2. Term of Agreement. This agreement shall take effect upon execution by both Parties, and shall remain in effect until either Party terminates by giving the other party written notice. Provided that neither Party shall be obligated to utilize the equipment or services of the other Party at any particular time or in any particular instance.
3. Equipment/services requests. Requests to utilize the other Party's equipment or service shall be made by an authorized representative of each Party. Requests may be verbal but must be documented in email or other written form.
4. Shop services. The City may utilize the county shop by paying service and repair charges 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 City shall pay for all parts provided by the County plus any costs associated with fluids, pick-up and delivery, plus any mark-up as described below. Pick-up and delivery charges will be directly paid by the City to the entity providing such services. For example, if towing is required, the City 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.
5. Use of fuel station. The City may fuel vehicles at the County fueling station on an as-needed basis by utilizing a fuel card or otherwise paying applicable rates. The County shall provide the City with 24-hour key card access to the fueling facility. The County will invoice the fuel usage monthly. This bill will indicate date and time of purchase, product quantity, cost and cards used. Payment is due within 30- days.

6. Equipment exchange. Either Party may utilize the other Party's equipment on an as-needed basis, subject to availability. Equipment shall only be utilized pursuant to this Agreement for small jobs that can be finished in a day or less. Larger jobs, such as paving and chip sealing, shall require a separate Agreement.

When equipment is specialized or requires licensure, or when otherwise requested by either Party, the owner of the equipment shall provide personnel to operate the equipment. Each Party borrowing equipment shall ensure that equipment is only used for jobs that can legally be performed by day labor in lieu of competitive bidding.

Rates charged for equipment (which include consumable items, but not labor) shall be billed per the current version of the FEMA schedule of equipment rates. Equipment not shown on the FEMA rate schedule shall be billed at a previously agreed upon rate by both agencies.

Hourly labor rates charged to the nearest ½ hour by each agency shall be based on the actual cost of each employee including benefits. The hourly rate may be increased to include items such as overtime and/or call-out time identified in labor agreements, as separately documented by an agency on the project invoices.

7. Indemnity and insurance. Each Party shall indemnify, defend, and hold harmless the other Party and 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 fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of that Party's acts, errors or omissions in the performance of this Agreement. The Parties waive their immunity under the State Industrial Insurance Law, Title 51, RCW, for any injury or death suffered by their own employees caused by or arising out of their own acts, errors or omissions in the performance of this Agreement. This waiver has been mutually negotiated by the Parties. Each Party shall maintain and keep in force sufficient insurance to back this obligation.
8. Compliance with laws. The Parties shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including but not limited to laws governing public works and procurement.
9. Non-discrimination policy. The County and City shall not discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, gender expression, age, religion, creed, marital status, disability, or other status protected by law.
10. Filing. This document shall be filed with the County Auditor pursuant to RCW 39.34 or, alternatively, listed by subject on each Party's website.
11. Legislative approval required. Pursuant to RCW 39.34.030, this Agreement shall be approved by each Party's legislative authority before taking effect. Subsequent to legislative approval, each Party's designated representative may approve minor or nonmaterial modifications to the Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and


Agreement No. \_\_\_\_\_

year first above written.

DATED this 15<sup>th</sup> day of October, 2024.

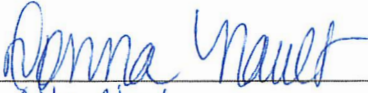
**BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON**

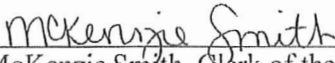
**CITY OF SHELTON**

  
\_\_\_\_\_  
Randy Neatherlin, Chair

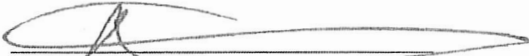
  
\_\_\_\_\_  
Mark Ziegler, City Manager

**ATTEST:**

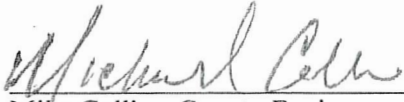
  
\_\_\_\_\_  
Donna Mauer  
City Clerk

  
\_\_\_\_\_  
McKenzie Smith, Clerk of the Board

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Tim Whitehead, Ch. DPA

**RECOMMENDING APPROVAL:**

  
\_\_\_\_\_  
Mike Collins, County Engineer