

1964307 MASON CO WA

10/14/2010 10:10 AM AGREE  
CITY OF SHELTON #41236 Rec Fee: \$66.00 Pages: 5



Name and

Return Address

CITY OF SHELTON  
525 W COTA STREET  
SHELTON, WA 98584

DOCUMENT TITLE (S)

INTERLOCAL AGREEMENT FOR CHIP SEALING SERVICE

REFERENCE NUMBER (S) of related documents

NA  
Additional Reference #'s on page \_\_\_\_\_

GRANTOR (S) Last, First and Middle Initial

CITY OF SHELTON  
MASON COUNTY  
Additional Grantors on page \_\_\_\_\_

GRANTEE (S) Last, First and Middle Initial

CITY OF SHELTON  
MASON COUNTY  
Additional Grantees on page \_\_\_\_\_

LEGAL DESCRIPTION (Abbr. Form: quarter/quarter, section, township & range, plat, lot, & block)

INTERLOCAL AGREEMENT  
Additional Legal Descriptions on page \_\_\_\_\_

PARCEL NUMBER

SEC 20 TOWNSHIP 20 RANGE 3W

When recorded return to:  
City of Shelton  
525 W. Cota Street  
Shelton, WA 98584

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHELTON  
AND MASON COUNTY FOR CHIP SEALING SERVICES**

**Whereas**, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**Whereas**, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Shelton and Mason County agree as follows:

**I. Purpose/Objective**

- A. The purpose of this Agreement is to establish the responsibilities of Mason County and the City of Shelton in chip sealing various City roads by the County. The County will perform chip sealing work for the City, and the City will reimburse the County for actual costs incurred.
- B. The City does not own the required equipment or have trained personnel to chip seal roads. The County has the capabilities and equipment required to chip seal roads, i.e. place asphalt emulsion followed by an aggregate rock cover as an initial placement or to maintain an existing asphalt pavement.
- D. The City's roads would benefit tremendously from being chip sealed.

**II. Definitions**

- A. In this Agreement, the following words shall have the meanings set forth below:
  - 1. Mediation: Private informal dispute resolution process in which a neutral third person, the mediator, helps disputing parties to reach an agreement. The mediator has no power to impose a decision on the parties.

### **III. Scope of Agreement/Work**

- A. Responsibilities of the City of Shelton shall be as follows:
1. City of Shelton will provide a list of City roads to be chip sealed each year; and final written authorization for cost approval to proceed after County provides current year cost estimate.
  2. Prepare roadway for chip sealing, including, but not limited to, preleveling, crack-sealing and sweeping.
  3. City of Shelton shall prepare all manholes and valves that are not to be covered, prior to chip seal.
  4. Traffic control, as required.
- B. Responsibilities of Mason County shall be as follows:
1. For budgeting purposes: County will provide the City with an estimated cost, per 20 foot lane mile, per shot from the City's current year chip seal road listing.
  2. Completing the chip sealing work as directed by the City and will bill the City for actual costs incurred in completing the chip sealing.

### **IV. Payment (or Funding/Costs/etc.)**

- A. Within 30-days from receipt of a bill from the County, the City of Shelton will reimburse the County for actual costs incurred in completing the chip sealing.

### **V. Method of Payment**

- A. Shelton City Commission has authorized the Public Works Department to expend funds on chip sealing various city roads.

### **VI. Indemnification & Insurance**

A. The Mason County agrees to defend, indemnify and hold the City of Shelton, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the Mason County's performance of the Agreement, except for injuries and damages caused by the sole negligence of the City of Shelton.

B. The City of Shelton agrees to defend, indemnify and hold the Mason County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the City of Shelton's performance of this Agreement, except for injuries and damages caused by the sole negligence of the Mason County.

### **VII. Joint Board**

- A. There is no joint board created for this Agreement.

**VIII. Duration of Agreement**

A. This Agreement shall renew automatically on December 31<sup>st</sup> of each year and shall remain in effect until otherwise terminated in the manner described under the termination section of this Agreement.

**IX. Termination of Agreement**

A. This Agreement may be terminated by either party upon sixty (60) days notice to the other party using the method of notice provided for in this Agreement. Termination shall not alter the obligations of the parties regarding payment and/or work being performed prior to termination.

**X. Dispute Resolution**

A. Any dispute under this Agreement shall first be submitted to mediation prior to bringing an action in a court of law. The City of Shelton and Mason County shall share equally in the costs of such non-binding dispute resolution.

**XI. Interpretation and Venue**

A. This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. Venue for any action that cannot be resolved through mediation or non-binding arbitration may be brought only in the Superior Court of Mason County, Washington.

**XII. Entire Agreement**

A. This Agreement sets forth all terms and conditions agreed upon by the City of Shelton and Mason County, and supercedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

**XIII. Filing**

A. Prior to its entry into force, this Agreement shall be filed with the Mason County Auditor's Office by the City of Shelton.

**XIV. Notice**

A. Any notice required under this Agreement shall be to the party at the address listed below and shall become effective as of the date of deposit in the United States Postal Service.

CITY OF SHELTON  
Attn: Michael Michael, Public Works  
City of Shelton Public Works  
525 West Cota Street  
Shelton, WA 98584  
360-426-9731

MASON COUNTY  
Attn: Charlie Butros, Public Works Director  
Mason County Public Works  
100 W Public Works Drive  
Shelton, WA 98584  
360-427-9670 ext. 450

This Agreement for chip sealing services is hereby entered into between the City of Shelton and Mason County and shall take effect on the date of the last authorizing signature affixed hereto:

MASON COUNTY:

<u>Ross Gallagher</u> Commissioner	<u>July 6, 2010</u> Date
<u>Synda Ruffeich</u> Commissioner	<u>07-6-2010</u> Date
<u>T. Sells</u> Commissioner	<u>7-6-10</u> Date

ATTEST:

Deanne Lamy  
County Clerk

APPROVED AS TO FORM:

[Signature]  
Chief Deputy Prosecuting Attorney

CITY OF SHELTON:

<u>[Signature]</u> Mayor Tarrant	<u>9-7-2010</u> Date
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ATTEST:

[Signature]  
City Clerk

APPROVED AS TO FORM:

W/A  
City Attorney