

**INTERLOCAL AGREEMENT  
BETWEEN MASON COUNTY  
and the  
MASON TRANSIT AUTHORITY**

This Interlocal Agreement (AGREEMENT) is made and entered into pursuant to the provisions of Chapter 39.34 RCW Interlocal Cooperation Act by and between Mason County (COUNTY) and the Mason Transit Authority (MTA) collectively known as the parties to this AGREEMENT.

**WHEREAS**, COUNTY owns the William O. Hunter park (PARK) located at 220 NE State Route 3 in Belfair, Washington; and

**WHEREAS**, MTA desires to use the PARK as a bus stop while patrons are utilizing MTA's transportation system; and

**WHEREAS**, the parties desire to set forth their respective agreement to the use and maintenance of the PARK.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**Purpose:**

COUNTY hereby grants MTA the revocable authority to utilize and maintain the PARK as a bus stop as detailed in this AGREEMENT.

**Term:**

This AGREEMENT will be in effect upon the day of the last signature and will remain in effect until terminated. Either party may terminate this AGREEMENT by providing a forty-five (45) day written notice to the other party.

**Administration:**

COUNTY and MTA have designated the following representatives to serve as the Administrators for this AGREEMENT. Each party agrees to provide notification to the other party of change of designated Administrator.

**COUNTY:**

Jeff Vrabel, Facilities, Parks and Trails Manager  
2100 E Johns Prairie Road  
Shelton, WA 98584  
Phone: 360-427-9670 Ext. 669  
E-mail: [jvrabel@co.mason.wa.us](mailto:jvrabel@co.mason.wa.us)

**MTA:**

Marshall Krier, Maintenance Manager  
790 East Johns Prairie Road  
Shelton, WA 98584  
Phone: 360-432-5732  
E-mail: [mkrier@masontransit.org](mailto:mkrier@masontransit.org)

**Notices and Written Communication:**

Notices and other communication may be conducted via e-mail, U.S. mail, fax, hand-delivery or other generally accepted manner including delivery services.

**Responsibilities:**

MTA will be responsible for maintaining the PARK including but not limited to: routine maintenance of grounds and shelter; purchase and installation of a new Duo-Gard Industries or similar shelter and removal of the current shelter; repairs, graffiti removal, cleaning and maintenance of the shelter; paying water and electricity costs; providing insurance on the Shelter; and notifying COUNTY of any issues including required repairs. COUNTY will be responsible for: providing insurance for the PARK; completing major repairs such as replacing a water line; and providing MTA staff with technical assistance and other support as deemed appropriate and reasonable by COUNTY's AGREEMENT Administrator.

**Approval for Improvements and Major Repairs:** MTA shall obtain written permission from COUNTY prior to undertaking any repairs or improvements which could permanently alter the condition or use of the PARK.

**Indemnification:**

1. Mutual Indemnity. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

2. Survival of Indemnity Obligations. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this AGREEMENT.

**Independent Capacity:**

Employees or agents of each party who are engaged in the performance of this AGREEMENT shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**Assignment and Subcontracting:**

The performance of all activities contemplated by this AGREEMENT shall be accomplished by MTA. No portion of this AGREEMENT may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of COUNTY.

**Non-Discrimination in Employment:**

COUNTY's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status.

MTA shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

MTA shall take affirmative action to insure that applicants are employed and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, MTA shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

**Non-Discrimination in Customer Services:**

MTA shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this AGREEMENT; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this AGREEMENT; or deny an individual or business an opportunity to participate in any program provided by this AGREEMENT.

**Compliance with Applicable Laws, Rules and Regulations:**

This AGREEMENT shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, political subdivisions of the State of Washington and Mason County. MTA agrees to comply with applicable Federal, State, County or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

**Amendments:**

Either party may request changes into the AGREEMENT. Any and all agreed changes, to be valid and binding upon either party, shall be in writing, signed by both of the parties and attached to this AGREEMENT as an amendment.

**Disputes:**

Differences between the MTA and COUNTY, arising under and by virtue of the AGREEMENT shall be brought to the attention of COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the COUNTY's Administrator shall be final and conclusive.

**Venue and Choice of Law:**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this AGREEMENT, the venue of such action of litigation shall be in the courts of Mason County. Unless otherwise specified herein, this AGREEMENT shall be governed by the laws of Mason County and the State of Washington.

**Severability:**

If any term or condition of this AGREEMENT or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this AGREEMENT are declared severable.

**Waiver:**

Waiver of any breach or condition of this AGREEMENT shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this AGREEMENT shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of COUNTY to insist upon strict performance of any of the covenants of this AGREEMENT, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or contracts, but the same shall be and remain in full force and effect.

**Order of Precedence:**

1. Applicable federal, state and county statutes, regulations, policies, procedures, federal Office of Management and Budget (OMB) circulars and federal and state executive orders.
2. AGREEMENT.


**Entire Agreement:**

This written AGREEMENT, comprised of the writings signed or otherwise identified and attached hereto, represents the entire AGREEMENT between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**IN WITNESS WHEREOF, COUNTY and MTA have executed this Interlocal Agreement as of the date and year last written below.**

**MASON TRANSIT AUTHORITY**

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

  
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Danette Brannin, General Manager

Terri Jeffreys, Chair

Dated: 9/21/16

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

  
\_\_\_\_\_

Tim Whitehead, Chief DPA