

**INTERLOCAL COOPERATIVE AGREEMENT
FOR BUS REPAIR AND MAINTENANCE SERVICES**

THIS INTERLOCAL AGREEMENT for bus repair and maintenance services is entered into this day, by and between the County of Douglas County, ("County"), a municipal corporation and the Chelan/Douglas Public Transportation Benefit Area, a Washington municipal corporation ("Link Transit"), sometimes collectively referred to as "the Parties".

I. RECITALS:

WHEREAS, Douglas County has acquired vehicles similar to those owned and operated by the Link Transit system, and

WHEREAS, Douglas County's does not have the personnel, equipment nor expertise to repair and/or maintain a bus, and

WHEREAS, RCW 36.57A.080 authorizes Link Transit to contract for the exchange of services with another municipal corporation, and

WHEREAS, Douglas County is authorized pursuant to RCW 36.32.120 to contract with another municipal corporation for purposes of the exchange and/or provision of county services and needs, and

WHEREAS, Link Transit currently maintains a fleet of bus vehicles and has on-site equipment, personnel and expertise to repair and maintain said vehicles located in the Olds Station industrial park, and

WHEREAS, the County is aware that no other similar facility for the maintenance and repair of said bus vehicles is available within approximately 150 miles, and

WHEREAS, pursuant to Chapter 39.34 RCW, the Parties are authorized to enter into this Agreement for the purpose of permitting the most efficient use of the Parties powers by enabling the Parties to mutually cooperate with each other and thereby 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 insulating the needs and development of the local community.

NOW, THEREFORE, the parties hereby mutually agree as follows:

II. AGREEMENT

1. Incorporation. The recitals set forth above are hereby incorporated into this agreement by this reference and constitute binding commitments and representations.

2. Purpose and Scope: The purpose of this agreement is to provide the County with bus vehicle maintenance and repair services by Link Transit, in exchange for payment at the Shop Labor Rate set forth at Attachment 1. The Shop Labor Rate shall be subject to annual increases based upon increased labor and benefits paid by Link Transit.

3. Termination and Modification.

3.1 Effective Date/Term. This Agreement shall take effect upon filing pursuant to paragraph 12 and shall continue from year-to-year until terminated by either party.

3.2 Termination Notice. Either Party may terminate this Agreement upon sixty (60) days written notice to the other Party.

4. Administration.

4.1 The County shall manage its own bus maintenance and repair program, and the title to any buses used by the County shall at all times remain vested in the County.

4.2 During the term of this Agreement and any renewal, any request for services and concerns of Link Transit shall be communicated to the County by the administrator for Link Transit or his or her designee.

4.3 The County shall provide to Link Transit a written request for all specific maintenance and repair actions necessary for bus vehicles owned and operated by Douglas County.

4.4 Link Transit shall invoice to the County the cost for each specific bus repair and/or maintenance service provided.

4.5 The County shall remit payment to Link Transit within thirty (30) days of receipt of each invoice.

4.6 By entering into this Agreement, Link Transit hereby warrants and represents that repair and maintenance performed on Douglas County bus vehicles shall be consistent with the best practice and standards for the industry.

4.7 In the case where major repair or replacements require ordering of parts, Link Transit shall notify the County in advance of placing said orders for parts and conducting any major repairs not considered routine maintenance. County shall be obligated for payment of major repairs or replacement deemed not routine maintenance only if County gives advance written authorization to Link Transit for such purchases, replacements or major repairs.

4.8 Parts ordered, by approval from Douglas County, for any necessary bus repairs shall be invoiced for cost plus 10% for shipping, handling and administration.

5. Independent Contractor. The County and Link Transit agree that Link Transit is an independent contractor with respect to services provided to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties hereto. Neither Link Transit nor any employee of Link Transit shall be entitled to any benefits afforded County employees by virtue of the assistance provided under this Agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the State industrial insurance program or otherwise assuming the duties of an employer with respect to Link Transit, or any employees of Link Transit.

6. Mutual Indemnification. To the extent of its comparative liability, each party shall indemnify, defend and hold the other party, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in by a negligent act or omission of its officials, employees, and agents.

7. Severability. In the event any provisions of this agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

8. Governing Law and Venue. This agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in Douglas County Superior Court.

9. Attorney's Fees. In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, neither Party shall be entitled to compensation for its reasonable attorney's fees and costs, regardless of the outcome of any litigation or regardless of who the substantially prevailing Party shall be.

10. Waiver of Breach. A waiver of any term or condition of this Agreement must be in writing and signed by the waiving party. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

11. Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any acts contrary to law, and wherever there is any conflict

between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

12. Filing. This Agreement shall be filed with the Douglas County Auditor's Office pursuant to RCW 39.34.040.

13. Interpretation. This Agreement has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration to or weight given to its being drafted by any Party or its counsel. All words used in the singular shall include the plural, and the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter genders.

14. Notices. Any notices given under this Agreement shall be in writing and shall be served personally or by mail or by fax, at the following addresses:

Link Transit
Attn: Todd Daniel, Maintenance Manager
2700 Euclid Avenue
Wenatchee, Washington 98801

Douglas County Board of Commissioners
P.O. Box 747
Waterville, Washington 98858-0747

The parties shall notify each other in writing of any change of address.

15. Access to Records. The Parties and other authorized representatives of the Parties shall have access to any books, documents, papers and records of the other Party which are pertinent to this Agreement for the purposes of making audits, examinations, and transcriptions. Link Transit shall maintain records pertinent to the performance of this Agreement for a reasonable period of time. Link Transit must retain for its purposes, any records regarding the performance of this Agreement that it deems necessary for whatever reasons.

16. Entire Agreement. This Agreement constitutes the entire and integrated agreement between the County and Link Transit and supercedes all prior negotiations, representations or agreements, either written or oral.

DOUGLAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS



Chair *[Signature]*

Vice-Chair *[Signature]*

Member *[Signature]*

ATTEST:

[Signature]
Clerk of the Board

LINK TRANSIT BOARD

Chair *[Signature]*

ATTEST:

[Signature]
Clerk of the Board, LINK TRANSIT