

**Return Address:**

Penny Goehner  
Chelan County Public Works  
316 Washington Street, Suite 402  
Wenatchee, WA 98801

Evelyn L. Arnold, Auditor, Chelan County, WA.  
AFN # 2302985 Recorded 04:36 PM 05/11/2009  
INAGMT Page: 1 of 4 \$0.00  
CHELAN COUNTY PUBLIC WORKS

**Grantor:** LINK Transit Board  
**Grantees:** Chelan County  
**Legal Description:** NA  
**Assessor's Tax Parcel ID:** NA

**INTERLOCAL AGREEMENT  
BETWEEN CHELAN COUNTY AND LINK TRANSIT BOARD**

This agreement is entered into between Chelan County ("County") and the LINK Transit Board ("LINK") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW; and

**WHEREAS**, the parties can achieve cost savings and benefits in the public's interest by having the County complete certain services for LINK at LINK expense; and

**WHEREAS**, the parties and the public benefit from the parties' each providing assistance to the other in the case of accident, emergency or equipment failure; and

**WHEREAS**, the parties desire to establish a procedure and standard terms and conditions for the performance of the scope of work;

**1. PURPOSE**

The purpose of this agreement is for each party to provide the other with such assistance as may be feasible using the assisting party's available personnel and equipment in case of accident, emergency, or equipment failure involving a party to this agreement. Additionally, (1) the County may provide routine maintenance services to LINK drainage facilities as requested in writing by LINK, and (2) the parties may provide by a written addendum signed by the respective boards or their authorized delegate to one-time loans of specialized equipment from one party to the other as may be useful and beneficial for specific projects.

**2. COMPENSATION**

LINK shall reimburse the County for the County's actual expenses for any County services provided under this agreement. Upon completion of the work, the County will submit a billing and LINK

shall remit payment within thirty (30) days of receipt of the bill.

The County shall reimburse LINK for its actual expenses for any LINK services provided under this agreement. Upon completion of the work, the LINK will submit a billing and County shall remit payment within thirty (30) days of receipt of the bill.

Both parties shall inspect specialized equipment being lent prior to use and the party borrowing the equipment shall reimburse the party lending the equipment for such damage as may result while the equipment is in the borrowing party's control and from such use.

#### **4. ADMINISTRATION**

This agreement will be administered by the County.

#### **5. INDEPENDENT CONTRACTOR**

The services provided under this agreement are those of an independent contractor. Employees of the County are and will remain employees of the County. LINK employees are and will remain LINK employees.

#### **6. INDEMNIFICATION**

To the maximum extent allowed by law, each party shall indemnify, defend, and hold harmless the other party from and against claims, suits, and/or other actions arising from negligent or intentional act or omission of that indemnifying party's employees, agents, and/or authorized subcontractors while performing activities provided for under this agreement.

#### **7. AMENDMENT**

The County and LINK may mutually amend this agreement. Such amendments shall not be binding unless the amendments are in writing and are signed by personnel authorized to bind the County and LINK.

#### **8. CHOICE OF LAW AND VENUE**

This agreement will be governed by the laws of the state of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for enforcement of this agreement may only be instituted in Chelan County Superior Court.

#### **9. INTEGRATION CLAUSE**

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this agreement. This agreement supersedes all previous communications, representations or agreements either oral or written, between the

parties.

#### **10. TERMINATION CLAUSE**

Either party may terminate this agreement by giving the other party at least thirty (30) days' advance written notice. This agreement may also be terminated at any time by mutual agreement, in writing, between the parties. If either party determines it necessary to terminate the project construction for any reason, the other party shall be liable for its proportional share of the costs incurred or obligated or any additional costs arising from the decision to terminate the project.

#### **11. PROPERTY, EQUIPMENT, AND MAINTENANCE**

Upon termination of this agreement, all property purchased by the County in furtherance of this agreement shall remain property of the County and all property purchased by LINK shall remain property of LINK. All property shall be returned to its owner upon termination of this agreement.

#### **12. DISPUTE RESOLUTION**

In the even that a dispute arises under this agreement which cannot be resolved through negotiation, the parties agree to resolve such dispute in the following manner: The County and LINK will each individually appoint one member to a Dispute Board and jointly appoint a third member. The Dispute Board will evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board will be final and binding on the parties thereto. The parties shall equally share the costs of the Dispute Board.

#### **13. FILING**


After adoption by the parties, this agreement will be filed with the Chelan County Auditor's Office.

#### **14. EFFECTIVE DATE.**

This agreement will take effect when executed by the parties and will continue until terminated as provided in paragraph 10 above.

Dated this 28th day of April 2009.

#### **LINK TRANSIT BOARD**

By:   
Richard DeRock, General Manager

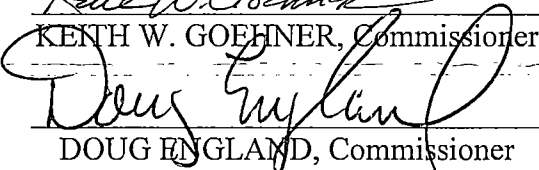
Dated: 4/23/09

CHELAN COUNTY:

BOARD OF COUNTY COMMISSIONERS

  
RON WALTER, Chairman

  
KENT W. GOEHNER, Commissioner

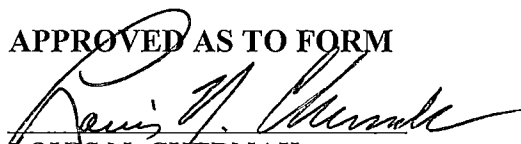
  
DOUG ENGLAND, Commissioner

ATTEST: JANET K. MERZ

  
Clerk of the Board

Date: 4/28/09

APPROVED AS TO FORM

  
LOUIS N. CHERNAK  
Deputy Prosecuting Attorney

Date: 4-29-2009