MASTER AGREEMENT FOR COOPERATIVE ACTION

THIS AGREEMENT made this 12__ day of ____________, 1998, between PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, a public utility incorporated under the laws of the State of Washington and having its principal place of business in Wenatchee, Washington, herein referred to as the "District", and CHELAN COUNTY, having its principal place of business in Wenatchee, Washington, herein referred to as the "County."

RECITALS:

(1) Cooperative action between the District and the County has been proposed whereby various services would be exchanged or shared as needed. Services would include, but not be limited to, sharing of inventory, procurement services, testing services, crew assistance, inspection services, safety & training development programs, engineering services, surplus equipment disposal opportunities, and other services as agreed upon.

(2) Joint utilization of agreements and the exchange of services as described herein in accordance with the terms of the Interlocal Cooperative Act, RCW 39.34, will work to the mutual benefit of the District and the County. Such cooperative action will result in savings to the public and will better serve the needs of the District and the County service areas.

(3) The District and the County wish to take advantage of the benefits afforded to cooperatively operate their public agencies more efficiently as described herein and otherwise agreed.

A. TERM.

The Agreement shall be effective upon execution of both the District and the County and upon filing in the manner specified in Paragraph F below. It shall remain in effect until such time as it is terminated by either party giving the other not less than thirty (30) days written notice of termination.

B. ADMINISTRATOR.

(i) The Director of Materials Management shall be the sole Administrator of this Agreement for the District insofar as it relates to the sharing of inventory and procurement services. Upon request for services outside the Materials Management Department, that department director will be named as the administrator for those specific services.
(ii) The department director of the responsible department shall be the Administrator of this Agreement for the County insofar as it relates to agreed upon services.

Each Administrator shall assure that for his department all utility training and work is performed in accordance with good practice and in compliance with all applicable codes, standards and regulations of any public authority having jurisdiction.

Each administrator shall see to it that all activity shall be performed in full compliance with all obligations and responsibilities imposed by any applicable laws or regulations, including but not limited to RCW 39.12.

C. PURPOSE.

The purpose of this Agreement is to provide, on a basis of mutual benefit to the District and the County, services at a savings to the public which will best serve the needs of the District and the County.

D. FINANCES.

The party providing service or material will invoice the other party for the cost of the material or services plus a negotiated percentage markup to cover their costs. If a contractor provides labor or materials, each party shall be responsible to pay the share of any contractor billing for work attributable to that party.

E. OWNERSHIP OF FACILITIES.

Nothing in this Agreement shall in any way affect either party’s ownership of its facilities.

F. FILING.

The Administrators shall, in compliance with RCW 39.34, upon execution of this Agreement, have it filed with the Auditor of Chelan County.

G. COORDINATION OF ACTIVITIES.

The Administrators shall keep themselves and each other apprised of and shall coordinate all activities of a contractor which affect each party during the term of this Agreement.

H. INSPECTION.

(i) During the term of this Agreement, the District shall have exclusive responsibility for inspection and oversight of all work performed by a contractor on the
facilities of the District. During the term of this Agreement, the County shall have exclusive responsibility for inspection and oversight of all work performed by a contractor on the facilities of the County.

(ii) Prior to commencement of work hereunder, the Administrators shall confer to schedule and coordinate the work to be performed by a contractor.

(iii) No modification of this Agreement, a bid document or a contract document shall be made without the prior written approval of the District and the County.

I. RESPONSIBILITY OF LIABILITY

Nothing in this Agreement or the provision of services or materials pursuant thereto shall create or impose liability on the District or the County for the acts of the other, for facilities or damage to facilities of the other.

J. INDEMNIFICATION

The District and the County each agree to be responsible and assume liability for their own wrongful and/or negligent acts or omissions, or those of their officers, agents or employees to the fullest extent required by law, and further agree to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

K. LETTER AGREEMENTS/MASTER AGREEMENT

The parties may agree to other specific arrangements by letter agreements. Any such agreements shall be subject to the terms of this Master Agreement for Cooperative Action.

L. ATTORNEY’S FEE.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements, in addition to any other relief granted.

M. ENTIRE AGREEMENT.

This instrument embodies the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.
EXECUTED THIS 12th day of October, 1998.

CHELAN COUNTY, WASHINGTON          PUBLIC UTILITY DISTRICT NO. 1
OF CHELAN COUNTY                     

By Esther Heumann                     By Charles J. Hoskin
                                          for Roger A. Braden, General Manager
                                          10/5/98