

**INTERLOCAL AGREEMENT
OKANOGAN COUNTY TRANSIT AUTHORITY AND LINK TRANSIT**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into between the Okanogan County Transit Authority, a public transportation benefit area ("PTBA"), located in Okanogan, Okanogan County, Washington ("OCTA"), and the Chelan Douglas Public Transportation Benefit Area d/b/a Link Transit, a PTBA, located in Wenatchee, Chelan County, Washington ("Link Transit").

RECITALS:

A. OCTA is a PTBA which serves all of Okanogan County, Washington, except the Colville Reservation.

B. Link Transit is a PTBA which serves all of Chelan County and part of Douglas County, Washington.

C. OCTA desires to establish a transit route outside of its PTBA, which will connect to Link Transit routes in Chelan, Washington.

D. The parties are municipal corporations and are authorized to enter this Agreement pursuant to Chapter 39.34 RCW.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, OCTA and Link Transit agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which OCTA may provide transit services within the Link Transit PTBA.
2. **Responsible Parties.**

a. OCTA designates Brent Timm, its manager, as its point of contact and liaison to OCTA for this Agreement.

b. Link Transit designates Nick Covey, its Chief Executive Officer, as its point of contact and liaison to Link Transit for this Agreement.

3. **Scope of Services.** This Agreement allows OCTA to provide transportation services within the Link Transit PTBA service area so that customers of the parties are provided the opportunity to connect between locations served by the OCTA PTBA and Link Transit PTBA.

4. **Responsibilities and Obligations.** OCTA and Link Transit agree as follows:

a. OCTA may operate its transit service between the OCTA PTBA and the City of Chelan as set forth in Paragraph 4 of this Agreement.

b. OCTA may use the current Chelan City Hall bus stop, located adjacent to 135 E. Johnson Avenue, Chelan, WA 98816, to facilitate OCTA customer transfers to Link Transit services. In the event of route and service changes, and to maintain consistent service to customers of the parties, OCTA may use other Link Transit bus stops in the City of Chelan upon prior written notice and authorization from Link Transit.

c. OCTA will be responsible for scheduling times for OCTA use of the City Hall bus stop to align with Link Transit service schedules.

d. Any fares for transit service provided by OCTA will be collected by and belong to OCTA and any fares for transit services provided by Link Transit, if any, will be collected by and belong to Link Transit. Any costs

associated with the administration of this Agreement that are incurred by either Party shall be the sole responsibility of the Party incurring such costs.

e. Link Transit will coordinate any connecting route schedule changes with OCTA by providing at least fourteen (14) days prior written notice to allow OCTA time to plan for potential impacts to connecting routes or times.

f. OCTA shall not operate its transit service to any other points within Link Transit's PTBA except by prior written agreement of Link Transit.

5. **Term of Agreement.** The term of this Agreement shall be for a one-year period from the date of execution (i.e. the date of the last signature below) and shall automatically renew on an annual basis until it is terminated as provided in Paragraph 6 and 7 below (the "Term").

6. **Non-Compliance.** If OCTA fails to comply with the terms of this Agreement, Link Transit shall provide written notice of such non-compliance to the Responsible Party identified in Paragraph 2 above. If OCTA fails to remedy the non-compliance within 30 days of such written notice, Link Transit may terminate this Agreement, effective immediately, by written notice to OCTA.

7. **Termination.** Either party may terminate this Agreement upon ninety (90) days prior written notice of termination to the other party.

8. **Waiver and Release Upon Termination.** Upon termination of this Agreement as provided in Paragraphs 6 or 7 above, OCTA shall cease providing transit services in Link Transit's PTBA as provided herein.

9. **Hold Harmless and Indemnification.** Link Transit shall defend, indemnify and hold OCTA, its officers, officials, employees, and consultants

harmless from and against claims, losses, demands, causes of action, suits or judgments (including fees, costs and expenses) for deaths or injuries to persons or for loss or damage to property resulting from Link Transit's negligent actions or inactions or other wrongful conduct arising out of or in connection with the performance of this Agreement. OCTA shall indemnify and hold Link Transit, its officers, officials, employees, and consultants harmless from and against claims, demands, causes of action, suits or judgments (including fees, costs and expenses) for deaths or injuries to persons or for loss or damage to property resulting from the OCTA's negligent actions or inactions or other wrongful conduct arising out of or in connection with the performance of this Agreement.

10. **Independent Service Provider.** OCTA is a separate and independent PTBA and is not affiliated or connected in any manner with Link Transit. OCTA is not entering into this Agreement to provide transit services for Link Transit, rather OCTA, in order to provide service within Link Transit's PTBA for OCTA customers, is required to enter into this Agreement with Link Transit pursuant to RCW 36.57A.100.

11. **Periodic Review.** Pursuant to RCW 36.57A.100, the parties agree to review the terms and conditions of this Agreement, unless earlier terminated as provided herein, within 36 months, and at the conclusion of each 36-month period during the term herein.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and supersedes all other prior written or oral understandings and agreements regarding OCTA providing limited transit

services within the Link Transit PTBA. This Agreement may only be amended, supplemented or modified by a duly executed document in writing between the parties.

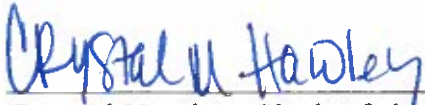
13. **Publication.** The parties shall comply with the publication requirements of RCW 39.34.040 (i.e., identification of this Agreement on each party's respective websites).

DATED this 20th day of June, 2024.

Okanogan County Transit Authority

By 
Cindy Gagne, Chairperson of the
Board of Directors

Attest:


Crystal Hawley, Clerk of the Board
of Directors for OCTA

Link Transit:

By 
~~Tiffany Gering, Board Chair~~
Loyd Smith, Vice Board Chair

Attest:


Selina Danko, Clerk of the Board
of Link Transit

