

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

**Grantor(s):** Chelan-Douglas Public Transportation Benefit Area, d/b/a Link Transit, a Washington municipal corporation

**Grantee(s):** Grant County Public Transportation Benefit Area, d/b/a Grant Transit Authority, a Washington municipal corporation

**Reference Number(s) of Documents Assigned or Released:** N/A

**Abbreviated Legal Description:** N/A

**Assessor's Parcel Number(s):** N/A

## INTERLOCAL AGREEMENT BETWEEN LINK TRANSIT AND GRANT TRANSIT AUTHORITY

This Interlocal Agreement (hereinafter "Agreement") made this date, is by and between the Chelan-Douglas Public Transportation Benefit Area, d/b/a Link Transit, a Washington municipal corporation ("Link") and the Grant County Public Transportation Benefit Area d/b/a Grant Transit Authority, a Washington municipal corporation ("GTA"), sometimes collectively referred to herein as the "Parties" and individually as a "Party."

### RECITALS

A. The Parties are public agencies as defined in RCW 39.24.020, who wish to enter into an Agreement pursuant to RCW 39.34.

B. Link owns and operates the Columbia Station Transfer Center ("Columbia Station"), which contains shelters used by Link and other authorized entities (if any) for assembling passengers, and boarding, and deboarding transit vehicles.

C. GTA desires to operate a passenger transit route, on a daily basis, between Grant County and specific designated locations in Chelan and Douglas Counties, including Columbia Station, the Wenatchee Valley Medical Center, and Central Washington Hospital ("GTA's Designated Route").

D. As part of GTA's designated Route, GTA desires to use a covered shelter at Columbia Station for its transit passengers to assemble and to board and deboard its transit vehicles at Columbia Station.

E. Link finds it will be a benefit to the Chelan and Douglas County area, and to enhancement of Link's transit system, to enable GTA to transport people to and from outside Link's service area into Link's service area.

F. It is the intent of the Parties that GTA only transport passengers from outside Link's service area to and from locations within Link's service area, and not transport passengers from one location within Link's service area to another location within Link's service area.

G. Link agrees to designate a shelter space at Columbia Station for GTA's nonexclusive use pursuant to the terms and conditions set forth herein, and GTA agrees to use the shelter space as further set forth herein.

## **AGREEMENT**

1. Recitals. The foregoing Recitals are incorporated herein by this reference.
2. Purpose of Agreement. The purpose of this Agreement is to provide GTA with a designated shelter space at Columbia Station that it may access and use from time to time as part of GTA's Designated Route.
3. Duration of Agreement. This Agreement shall continue in existence for an indefinite period of time commencing on the Effective Date (set forth below) and shall terminate upon thirty (30) days' advance written notice given by either Party to the other Party as set forth herein, unless otherwise provided herein.
4. Shelter Designated. Link shall designate and provide a covered shelter located at Columbia Station, as described in Attachment "A" (the "Shelter"), for GTA's nonexclusive use from time to time as set forth herein. The specific Shelter designation may be changed by Link providing not less than ten (10) days' written notice to GTA designating the new Shelter location.
5. Signage. Link shall indicate or publicize that the Shelter is for use by GTA by placing a sign or placard in or around the Shelter, containing, at a minimum GTA's name. Link shall be solely responsible for maintaining the sign or placard.
6. Nonexclusive Use. GTA shall use the Shelter nonexclusively for purposes of assembling transit passengers and temporarily parking buses, vans, or other authorized transit vehicles to board and deboard transit passengers during the times designated herein. Link may change GTA's rights of access and/or use of the Shelter for any reason upon not less than ten (10) days' advance written notice to GTA, designating the changes.
7. Continued Use and Designation of Shelter by Link. Link may continue to use the Shelter, at any time, for its own vehicles. Link may designate or otherwise authorize other transit entities to use the Shelter at specified times, without notice to GTA, so long as the additional designated use of the Shelter does not unreasonably interfere with GTA's use of the Shelter. GTA shall not exclude or prohibit Link or any authorized transit entity from using the Shelter.

8. Use Schedule. With the exception of unavoidable delays and emergencies, GTA shall have access to and make use of the Shelter during designated times only. GTA shall keep Link apprised of its operating schedule at all times in order to prevent congestion, delays, or other inconveniences at Columbia Station and/or the Shelter. Unless otherwise specified by Link, or agreed by the Parties in advance, GTA's assigned shelter and the use of the Shelter shall be pursuant to the following schedule:

- GTA is assigned Bay E
- Link Transit reserves the right to reassign GTA's shelter by providing GTA not less than ten (10) days written notice.
- GTA's scheduled stops at Columbia Station is Monday through Friday approximately at 9:30 am and 12:30 pm.
- GTA observes the following holidays and will not provide service on: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving and Christmas.

Any change in the above schedule, including for duration or frequency, shall be coordinated with and agreed to by Link, in writing, in advance. Link may deny any proposed change to the above schedule for any reason.

9. Condition of Shelter. GTA agrees that it has had the opportunity to view the Columbia Station, and the Shelter in particular, and accepts the Columbia Station and the Shelter, and the right of access and use thereof, in the condition as each currently exists, without representation or warranty as to the suitability of the Columbia Station or the Shelter for the intended use by GTA.

10. Alteration and Improvements. GTA shall make no modifications or alterations to the Shelter without the prior written approval of Link.

11. Compliance with Rules. GTA shall at all times comply with applicable laws and with reasonable rules and restrictions regarding access, use, and/or occupancy of Columbia Station and the Shelter as currently or hereafter adopted and set forth by Link.

12. Maintenance. Link shall be responsible for generally maintaining the Shelter in clean and working condition, provided however GTA shall be responsible for repair or restoration of the Shelter or surrounding area as a result of damage or unsightly conditions occurring as a result of the use of the Shelter and Columbia Station by GTA or its passengers. Link may assess GTA a reasonable fee for cleaning and related expenses associated with repair or restoration for which GTA is responsible, which fee shall not exceed the actual costs of doing so.

13. Exclusive Ride Areas. With the exception of transporting passengers to and from areas outside of Link's service area to and from designated areas within

Link's service area, GTA shall not transport or otherwise ferry passengers within Link's service area. For example, GTA shall not transport persons from Rock Island to Columbia Station, but may transport persons from Quincy (or other areas of Grant County) to Columbia Station.

14. Separate Fare Collection. The Parties shall be solely responsible for assessing and collecting their own separate fares for transit service. Neither Party shall sell tickets, passes, tokens, vouchers, or other fares on behalf of or for the other Party. There shall be no tickets, passes, tokens, vouchers, or other "shared fare" arrangements such that passengers of Link would be able to use GTA and vice versa.

15. No Separate Entity Created. The Parties agree that there is no separate organization or administrative entity created or necessitated by this Agreement. Each Party is independently responsible for performing its own obligations hereunder and neither Party shall have any liability for the obligation(s) of the other. This Agreement creates no partnership, joint venture, limited liability company, or other association, but it merely constitutes an agreement to share available resources.

16. Treatment of Property. There is no acquisition, holding, or disposition of real or personal property contemplated by this Agreement. Each Party shall be solely responsible for acquiring, holding, and maintaining its own real and personal property for purposes of accomplishing the ends of this Agreement.

17. Assignment. GTA shall not assign, sublet, or otherwise transfer any of its rights or responsibilities under this Agreement without the prior written consent of Link, which consent may be withheld.

18. Termination. Either Party may terminate this Agreement without cause by providing written notice to the other at least thirty (30) days prior to the anticipated date of termination setting forth the anticipated date of termination. Either Party may terminate this Agreement for cause upon seven (7) calendar days' notice. "Cause," for purposes of this section means a breach of the terms of this Agreement which has not been cured within three (3) days of written notice of such violation having been sent to the Party who is in breach or for which a cure has not been initiated within the three (3) days when it is not reasonable to effect the cure within such three (3) days. Not later than the date of termination GTA shall cease all access and use of the Shelter and leave the Shelter in as good condition as the Shelter was in at the commencement of this Agreement, reasonable wear and tear excepted.

19. Insurance. The GTA shall secure and maintain during the term of this Agreement, (i) comprehensive general liability and property insurance written on an occurrence basis for bodily injury and property damage with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and (ii) vehicle liability insurance written on an occurrence basis with a minimum coverage of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate

for bodily injury, and property damage. All liability policies shall name Link as an additional insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to Link. Certificates of coverage as required herein shall be delivered to Link within fifteen (15) days of the Effective Date of this Agreement.

20. Indemnification.

20.1 Except as otherwise provided herein, GTA shall indemnify and hold Link harmless from and against any and all claims, assessments, liens, damages, losses, and costs which occur or arise as a result of GTA's use of Columbia Station and/or the Shelter, except to the extent of the negligence or other wrongful conduct of Link.

20.2 Except as otherwise provided herein, Link shall indemnify and hold GTA harmless from and against any and all claims, assessments, liens, damages, losses, and costs which occur or arise as a result of Link's use of Columbia Station and/or the Shelter, except to the extent of the negligence or other wrongful conduct of GTA.

21. Incorporation. This Agreement represents the entire agreement of the Parties, unless set forth herein in writing, neither Party shall be bound by any statements or representations made, and each agrees that there are no such statements or representations being relied upon in making this Agreement. No alterations, changes or amendments to this Agreement shall be binding upon either Party unless such Party has executed a written statement acknowledging such alterations, change or amendment.

22. Notices. Any notices shall be effective if personally served upon the other Party or if mailed by registered or certified mail, return receipt requested, to the following addresses:

CHELAN-DOUGLAS PUBLIC  
TRANSPORTATION BENEFIT AREA  
D/B/A LINK TRANSIT

Attn: Richard DeRock  
2700 Euclid Avenue  
Wenatchee, WA 98807-0360

GRANT COUNTY PUBLIC  
TRANSPORTATION BENEFIT  
AREA D/B/A GRANT TRANSIT  
AUTHORITY

Attn: Greg Wright  
PO Box 10  
Ephrata, WA 98823-0010

Notice shall be deemed given on the date of mailing.

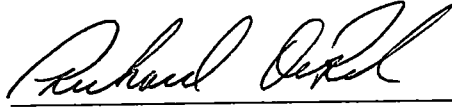
23. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and venue from any action arising from this Agreement shall be Chelan County, Washington.

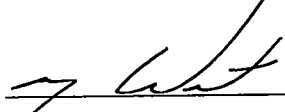
24. Counterpart and Facsimile Signatures. This Agreement may be signed in counterpart, each of which shall be an original, but all of which shall constitute one and the same document. Signatures transmitted by facsimile shall be deemed valid.

25. Effective Date. This Agreement shall be effective upon execution by each Party and filing with the Chelan County Auditor as required by the provisions of RCW 39.34.040

CHELAN-DOUGLAS PUBLIC  
TRANSPORTATION BENEFIT AREA  
AREA  
D/B/A LINK TRANSIT

GRANT COUNTY PUBLIC  
TRANSPORTATION BENEFIT  
D/B/A GRANT TRANSIT AUTHORITY

By:   
Its: General Manager  
Date: 11/20/2008

By:   
Its: Transit Manager  
Date: 11-24-08

CUSTOMER SERVICE CENTER

TRAILWAYS

D-2 C-1 B-2 A-1

D-1 C-2 B-1 A-2

H-2 G-1 F-2 E-1

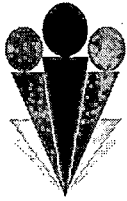
H-1 G-2 F-1 E-2

WENATCHEE AVENUE

COLUMBIA STREET

THURSTON STREET

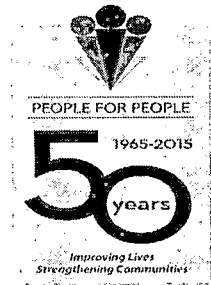
- BAY A-1: Rt. 26
- BAY A-2: Rts. 20, 21
- BAY B-1: Rt. 8
- BAY B-2: Rt. 19
- BAY C-1: Rt. 2
- BAY C-2: Rts. 3, 4
- BAY D-1: Rt. 1
- BAY D-2: Rt. 9
- BAY E-1: Rt. 22
- BAY E-2: SkiLink/Grant/Okanogan
- BAY F-1: Rt. 23
- BAY F-2: Rts. 24, 25
- BAY G-1: Rt. 16
- BAY G-2: Rts. 11, 12
- BAY H-1: Spare Bus
- BAY H-2: Route 15



PEOPLE FOR PEOPLE

# Wenatchee – Quincy Express Pilot Run

## Monday-Sunday Bus Service (Excluding Holidays)



To ensure seating, please call between 8:00 am - 4:30 pm at least one business day in advance:  
1-800-851-4204 Ext. 555 or (509) 765-9249 Ext. 555 or Email: [mlsched@pfp.org](mailto:mlsched@pfp.org)

### Service between Wenatchee & Quincy FARE-FREE

*With connections to Grant Transit Authority*

### Wenatchee - Quincy

<b>Link Transit Columbia Station</b>	<b><u>Rock Island</u> Rock Island Dr. &amp; S. Garden</b>	<b>Double Diamond/ Starr Ranch</b>	<b>ConAgra/ Lamb Weston</b>	<b>Quincy Foods</b>
5:50 AM	6:10 AM	6:30 AM	6:35 AM	6:50 AM

### Quincy - Wenatchee

<b>Quincy Foods</b>	<b>ConAgra/ Lamb Weston</b>	<b>Double Diamond/ Starr Ranch</b>	<b><u>Rock Island</u> Rock Island Dr. &amp; S. Garden</b>	<b>Link Transit Columbia Station</b>
3:00 PM	3:15 PM	3:20 PM	3:40 PM	4:00 PM

Service is open to the general public and is available to all regardless of race, color, religion, sex, national origin or disability. This service meets the requirements of the American's With Disabilities Act and is funded through a grant from WSDOT.