



RETURN NAME & ADDRESS

Mid Valley Hospital - Okanogan County Public Hospital District  
810 Jasmine St  
Omak Wa 98841 #3

Document Title(s)

Interlocal Agreement

Reference Number(s) of related documents:

\_\_\_\_\_

Additional Reference #'s on page

Grantor(s) (Last, First, and Middle Initial)

Okanogan County Public Hospital District #3

\_\_\_\_\_

Additional Grantors on page

Grantee(s) (Last, First, and Middle Initial)

Okanogan County Transit Authority

\_\_\_\_\_

Additional Grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

T34 R26 S34

\_\_\_\_\_

Complete Legal on page

Assessor's Property Tax Parcel/Account Number

3426340130

\_\_\_\_\_

Additional parcel #'s on page

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

## INTERLOCAL AGREEMENT

THIS Interlocal Agreement ("Agreement"), is made and entered into this 18th day of September, 2025, by and between Okanogan County Public Hospital District No. 3, *d/b/a* Mid-Valley Hospital, located in Omak, Washington ("Hospital"), and the Okanogan County Transit Authority ("OCTA"), a Public Transportation Benefit Area established under RCW 36.57A, and shall be effective as of the date of the last Party signature below ("Effective Date"). Hospital and OCTA may be referred to in this Agreement singly as "Party" and collectively as the "Parties."

### RECITALS:

A. OCTA operates a public transportation system in Okanogan County and provides transportation to the residents and guests in Okanogan County. OCTA utilizes permanent shelters and signs to safely accommodate and protect riders of OCTA's public transportation system; and

B. The utilization of such shelters and signs requires the installation, construction, operation and maintenance of permanent structures designed to shelter riders and signs to designate such shelters, within the described real property of the Hospital ("Shelters"); and

C. As authorized in chapter 39.34 RCW, the Interlocal Cooperation Act, OCTA and the Hospital desire to enter into this Agreement to construct, operate and maintain the Shelters at such location within the Hospital property described in **Exhibit A** and **Exhibit B**, both of which are attached and incorporated into this Agreement.

NOW, THEREFORE, for and in consideration of mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Definitions.** For the purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein. Words not defined shall be given their common and ordinary meaning.

1.1 **Construct or construction** shall mean the adding, removing, replacing, and repairing the Shelters and may include, but is not limited to, digging, pouring, or removal of dirt, gravel, concrete, asphalt or landscaping for the purposes of adding, removing, replacing or repairing the Shelters.

1.2 **Shelters** shall mean OCTA's permanent structures designed to shelter OCTA riders or signage that designates such Shelters, and other facilities necessary for the purpose of maintaining the Shelters by OCTA where they are currently in place or later added, reconstructed or improved.

1.3 **Maintenance or maintain** shall mean examining, inspecting, repairing, maintaining, cleaning or replacing the Shelters or any part thereof as required and necessary for safe and clean operation.

**INTERLOCAL AGREEMENT  
MID-VALLEY HOSPITAL AND OCTA**

- 1.4 **Operation** shall mean the use of the Shelters in and the Shelter Area.
- 1.5 **Shelter Area** means the surface and the space above and below the location described in **Exhibit A** attached hereto and as shown on **Exhibit B** attached hereto.

**2. Purpose and Consideration; Use.**

- 2.1 The purpose of this Agreement is to allow OCTA the ability to construct, operate and maintain Shelters to accommodate and protect riders of OCTA's public transportation system. This Agreement is made in consideration of the value received by the Parties by OCTA providing the Shelter to the Hospital at no cost, and the Hospital providing the Shelter Area at no lease cost to OCTA.
- 2.2 The Hospital hereby grants to OCTA, its successors and assigns, the right and privilege to construct, operate and maintain its Shelters within the Shelter Area; provided, however, that no ownership interest is conveyed by the Hospital to OCTA through this Agreement.
- 2.3 This Agreement is non-exclusive. The Hospital reserves all rights to its property, including, without limitation, the right to grant easements, licenses, and permits to others to use the Shelter Area, provided that the Hospital shall not grant any easement, license or permit that would unreasonably interfere with OCTA's permitted use under this Agreement. This Agreement shall not prohibit the Hospital or limit its power to perform work upon the Shelter Area as the Hospital may deem fit from time to time, as is necessary for the use and purposes of the Hospital.
- 2.4 This Agreement is conditioned upon the terms and conditions contained herein and OCTA's compliance with all applicable federal, state or regulatory programs that currently exist or may hereinafter be enacted by regulatory agencies with jurisdiction over OCTA.
- 2.5 By entering into this Agreement, the Hospital is not assuming any risk or liabilities therefrom, which shall be solely, separately and exclusively borne by OCTA. OCTA agrees and consents to, at its sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm the Shelters, or any part thereof, when necessary to protect the public health and safety. OCTA and Hospital agree that such limitation of liability shall not extend to protect the Hospital from risks or liabilities caused by actions taken by or on behalf of, the Hospital over which OCTA has no control.
- 2.6 The limited rights and privileges granted under this Agreement shall not convey any right to OCTA to install any additional Shelters without the express written consent of the Hospital.

**INTERLOCAL AGREEMENT  
MID-VALLEY HOSPITAL AND OCTA**

2.7 OCTA has inspected those conditions of the Shelter Area, and it is understands that the property is without any representation or warranty by the Hospital whatsoever, and without obligation on the part of Hospital to make any alterations, repairs or additions to the Shelter Area.

3. **Term.** The provisions of this Agreement shall become effective upon the Effective Date and shall remain in effect for a period of three years thereafter. Provided, that upon the expiration of the term, and this Agreement has not been amended, terminated or suspended, this Agreement shall be extended on a year-to-year basis until it is terminated by written action by either Party with at least 120 days prior written notice. Both Parties consent and agree to bargain in good faith to renew this Agreement subject to such changes as may be required to reflect current conditions.

4. **Assignment and Transfer.**

4.1 This Agreement shall not be transferred or assigned without the written consent of the Hospital, which approval shall not be unreasonably withheld.

4.2 Any transfer or assignment of this Agreement without the prior written consent of the Hospital shall be void and result in the immediate termination of this Agreement without penalty or recourse.

5. **Construction and Maintenance.**

5.1 All Shelter additions, construction, maintenance or operation undertaken by OCTA or upon OCTA's behalf shall be professionally completed by employees of OCTA having the proper training and authority to complete such work or by a licensed contractor or entity in a workmanlike manner.

5.2 Prior to commencing any additions or construction work in the Shelter Area, OCTA will first provide the Hospital at least ninety (90) days in advance of commencement, with such plans, specifications and profiles of the intended work as may be required. Any intended work shall be subject to prior written consent by the Hospital.

5.3 All construction or maintenance work shall be performed to conformity with the plans, specifications and profiles provided to the Hospital, except in instances in which deviation may be allowed thereafter and pursuant to application by OCTA. In the event that the Hospital disapproves of the plans, specifications and profiles of the intended work, the Hospital shall provide such disapproval in writing to OCTA within 15 calendar days of receipt by the Hospital. The Parties agree to negotiate in good faith to resolve such disapproval.

5.4 All Shelters within the Shelter Area shall comply with the applicable city, state or federal regulations, as from time to time amended.

**INTERLOCAL AGREEMENT  
MID-VALLEY HOSPITAL AND OCTA**

- 5.5 All construction or maintenance work shall only commence upon issuance of applicable approval by the Hospital, which approval shall not be unreasonably withheld or delayed. However, in the event of an emergency requiring immediate action by OCTA for the protection of the Shelters, the Hospital's property or other persons or property, OCTA may proceed without first obtaining the normally required approval. In such event, OCTA must (1) take all necessary and prudent steps to protect, support and keep safe from harm the Shelters, or any part thereof, the Hospital's property, other persons or property, and to protect the public health and safety; and (2) as soon as possible thereafter, must obtain the required approval to comply with any mitigation requirements or other conditions of after the fact approval.
- 5.6 Whenever necessary, after constructing and maintaining the Shelters within the Shelter Area, OCTA, without delay, and at OCTA's sole expense, will remove all debris and restore the surface, or any area above the surface, to the same or prior condition as it was in before the work began. OCTA shall replace any property corner monuments, survey records or hubs that were disturbed or destroyed during OCTA's work in the areas covered by this Agreement.
- 5.7 Nothing in this Agreement shall be deemed to impose any duty or obligation upon the Hospital to determine the adequacy or sufficiency of OCTA's plans and designs or to ascertain whether OCTA's proposed or actual construction, maintenance, repair, replacement or removal is adequate or sufficient or in conformance with the plans and specifications reviewed by the Hospital.
- 5.8 OCTA shall be solely and completely responsible for workplace safety and safe working practices on its job sites within the Shelter Area, including the safety of all persons and property during the performance of any work.

**6. Operations, Maintenance and Inspection.** OCTA shall operate, maintain and inspect its Shelters in the Shelter Area for compliance with the applicable provisions of all federal, state and local laws, regulations, and standards, as are now and hereafter amended, and any other future laws or regulations that are applicable to the Shelters.

**7. Removal, Abandonment in Place.**

- 7.1 In the event of OCTA's permanent cessation of use of the Shelters within the Shelter Area, OCTA shall, within 180 days after the cessation of use, remove the Shelters or any portion thereof required by the Hospital in writing.
- 7.2 In the event of removal of the Shelters, OCTA shall restore the Shelter Area to the same or prior condition it was in before the work began.

**INTERLOCAL AGREEMENT  
MID-VALLEY HOSPITAL AND OCTA**

- 7.3 Removal and restoration work shall be done at OCTA's sole cost and expense and to the Hospital's reasonable satisfaction.
- 7.4 With the expressed written consent of the Hospital, OCTA may abandon the Shelters in place.
- 7.5 The Parties expressly agree that Paragraph 7 of this Agreement shall survive the expiration, revocation or termination of this Agreement.

**8. Violations, Remedies and Termination.**

- 8.1 The Hospital may terminate this Agreement at any time if OCTA materially breaches or otherwise fails to perform, comply with or otherwise breaches the terms and conditions of this Agreement, and fails to cure such breach of default within 30 calendar days from the Hospital providing OCTA with written notice thereof, or, if not reasonably capable of being cured within 30 calendar days, within such other reasonable period of time as the Parties may agree.
- 8.2 This Agreement shall not be terminated prior to the expiration of its term by the Hospital except for cause, after reasonable notice to OCTA and an opportunity to be heard, provided that if exigent circumstances necessitate immediate termination, a meeting may be held as soon as possible after the termination.
- 8.3 In the event of termination under this Agreement, OCTA shall immediately discontinue use of the Shelters in the Shelter Area.
- 8.4 Termination of this Agreement shall not release OCTA from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release OCTA from any obligation to remove or secure the Shelters pursuant to this Agreement and restore the Shelter Area.

**9. Indemnification.**

- 9.1 OCTA shall indemnify, defend, and hold harmless the Hospital from any and all liability, loss, damage, cost, expense or claim of any kind, including reasonable attorney's and expert's fees incurred by the Hospital in defense thereof, arising out of or relating to, directly or indirectly, the installation, construction, operation, use, location, repair, maintenance, removal or abandonment of the Shelters, or from the existence of the Shelters, and any liability for costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws. If any action or proceeding is brought against the Hospital by reason of the Shelters, OCTA shall defend the Hospital at OCTA's expense, provided

**INTERLOCAL AGREEMENT  
MID-VALLEY HOSPITAL AND OCTA**

that, for uninsured actions or proceedings, the defense attorney shall be approved by the Hospital, and which approval shall not be unreasonably withheld.

- 9.2 The Hospital shall likewise indemnify, defend and hold harmless OCTA from any and all liability, loss, damage, cost, expense or claim of any kind, including reasonable attorney's and expert's fees incurred by OCTA in defense thereof, arising out of or relating to, directly or indirectly, any action implemented by, or on behalf of the Hospital found to be negligent which results in damages of any kind relating to the Hospital's obligations under this Agreement.
- 9.3 The indemnity provisions contained herein shall survive the termination of this Agreement and shall continue for as long as the Shelters shall remain in or on the Shelter Area or until the Parties execute a new Agreement which modifies or terminates the indemnity provisions.

**10. Insurance Requirements.**

- 10.1 During this Agreement, OCTA shall provide and maintain, at its own cost, an insurance policy or coverage in the amount of One Million Dollars (\$1,000,000.00) for each occurrence, and Two Million Dollars (\$2,000,000.00) general policy aggregate, with an A-rated insurance company or risk pool authorized to do business in the State of Washington, covering any and all insurable liability, damage, claims and losses as set forth in section 9 above. Coverage shall include, but is not limited to, all defense costs, at a minimum covering liability from sudden and accidental occurrences.
- 10.2 The insurance provisions contained herein shall survive the termination of this Agreement and shall continue for as long as the Shelters shall remain in or on the Shelter Area or until the Parties execute a new Agreement which modifies or terminates the insurance provisions.

**11. Legal Relations.**

- 11.1 Nothing contained in this Agreement shall be construed to create an association, trust, partnership, agency relationship, joint venture, or impose a trust, partnership or agency duty, obligation or liability on or with regard to either party. Each party shall be individually and severally liable for its own duties, obligations and liabilities under this Agreement.
- 11.2 OCTA accepts any privileges provided by the Hospital to the Shelter Area in an "as is" condition. OCTA agrees that the Hospital has not made any representations, implied or expressed warranties or guarantees as to the suitability, security or safety of OCTA's location of the Shelters, or possible

**INTERLOCAL AGREEMENT  
MID-VALLEY HOSPITAL AND OCTA**

hazards or dangers arising from other uses of the property by the Hospital or the general public. OCTA shall remain solely and separately liable for the function, testing, maintenance, replacement and repair of the Shelters or other activities permitted under this Agreement.

- 11.3 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, and the Parties agree that in any action, except actions based on federal questions, venue shall lie exclusively in the Superior Court of Okanogan County, Washington.

**12. Miscellaneous.**

- 12.1 This Agreement, and all of the terms and provisions, shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.
- 12.2 Whenever this Agreement calls for notice to or notification by any party, the same (unless otherwise specifically provided) shall be in writing and directed to the recipient either: (i) to the street address set forth in this paragraph, sent by certified mail, return receipt requested; or (ii) by electronic mail to the address included below, unless written notice of a change of address is provided to the other Party. If a date before performing any act is a legal holiday, the act may be performed on the next succeeding business day which is not a legal holiday. Notice shall be directed to the Parties as follows:

**Hospital:** Mid-Valley Hospital  
810 Jasmine Street  
Omak, WA 98841  
Attn: CEO  
Andy Bertapelle  
[BertapelleA@mvhealth.org](mailto:BertapelleA@mvhealth.org)

**OCTA:**  
Okanogan County Transportation Authority  
Attn: General Manager  
P.O. Box 507  
Okanogan, WA 98840

- 12.3 The Parties each represent and warrant that they have authority to enter into and perform this Agreement.
- 12.4 This Agreement may be executed in any number of counterparts, each of which shall constitute an original as against any Party whose signature appears on them, all of which together shall constitute a single instrument.

**INTERLOCAL AGREEMENT  
MID-VALLEY HOSPITAL AND OCTA**

The Agreement shall become binding when one or more counterparts, individually or taken together, bear the signatures of all Parties.

12.5 This Agreement represents the entire understanding of the Parties with respect to the subject matter and supersedes all prior negotiations between the Parties. This Agreement can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to this Agreement, and which is signed by the Party against whom enforcement of such amendment, supplement, modification or change is sought.

**OKANOGAN PUBLIC HOSPITAL DISTRICT NO. 3  
d/b/a MID VALLEY HOSPITAL**

By Ellen Delaney  
Its Board of Commissioners, Chair

**OKANOGAN COUNTY TRANSIT AUTHORITY**

By Cindy Gagne  
Cindy Gagne, Chair of the Board of Directors

ATTEST:

Crystal Mae Hawley  
Crystal Hawley, Clerk of the Board of  
Directors

STATE OF WASHINGTON       )  
County of Okanogan       ): ss

This is to certify that I know or have satisfactory evidence that the person whose signature appears above, Ellen Delaney personally appeared before me and signed this instrument, acknowledged herself/himself as the BOC Chairman of Okanogan Public Hospital District No. 3, dba Mid Valley Hospital, that the information is true and correct, and on oath stated she/he is authorized to execute this instrument, and to be the free and voluntary act of such Party for the uses and purposes mentioned therein.

Dated: September 25, 2025.



Lisa K. Eaton  
(printed name) Lisa K. Eaton  
Notary Public in and for the State of  
Washington, residing at: Tonasket.

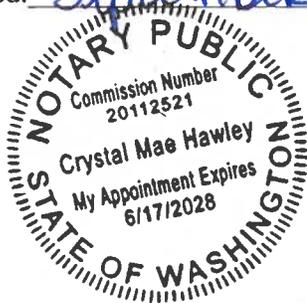
**INTERLOCAL AGREEMENT  
MID-VALLEY HOSPITAL AND OCTA**

My appointment expires: 7-25-29.

STATE OF WASHINGTON )  
County of Okanogan ) : ss

This is to certify that I know or have satisfactory evidence that Cindy Gagne personally appeared before me and signed this instrument, acknowledged herself as the Chair of Okanogan County Transit Authority, a Public Transportation Benefit Area established under RCW 36.57A, that the information is true and correct, and on oath stated she is authorized to execute this instrument, and to be the free and voluntary act of such Party for the uses and purposes mentioned therein.

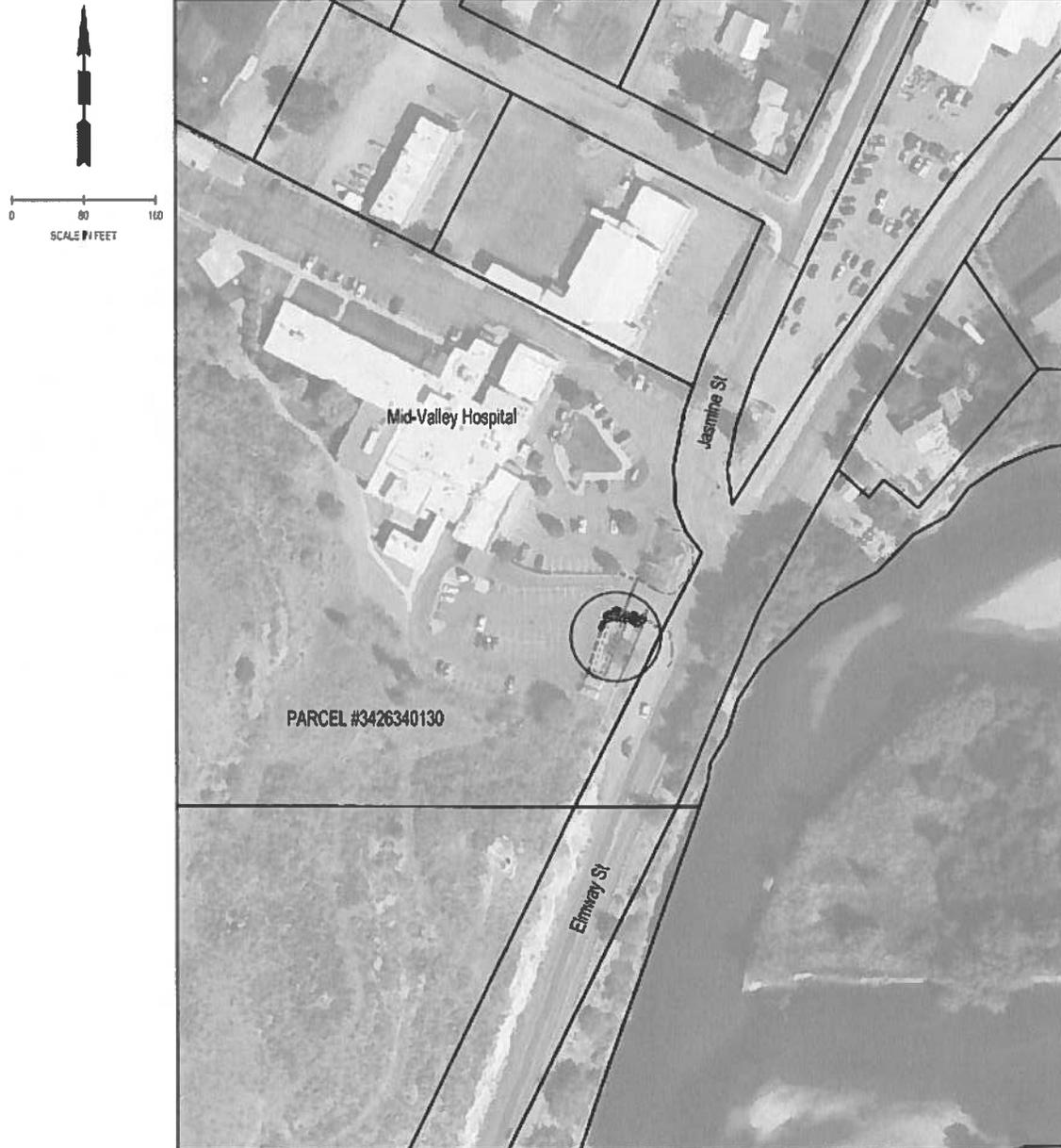
Dated: September 26, 2025.



Crystal Mae Hawley  
(printed name) Crystal Mae Hawley  
Notary Public in and for the State of  
Washington, residing at: Okanogan  
My appointment expires: 6/17/2028.

**INTERLOCAL AGREEMENT  
MID-VALLEY HOSPITAL AND OCTA**

**EXHIBIT A**



**EXHIBIT B**

