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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 the warranty contained in the document itself.

Document Title:	INTERLOCAL AGREEMENT
Grantor(s):	CHELAN COUNTY, WASHINGTON
Grantee(s):	Chelan Douglas Public Transportation Benefit Area d/b/a LINK TRANSIT, a Washington municipal corporation
Legal Description:	N/A
Assessor's Tax Parcel ID:	N/A

Filed with the Auditor pursuant to RCW 39.34.040
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**INTERLOCAL AGREEMENT
FOR COORDINATED ENTRY AND CRISIS RESPONSE**

THIS INTERLOCAL AGREEMENT is entered into between Chelan County ("County"), a Washington municipal corporation, and Chelan Douglas Public Transportation Benefit Area d/b/a Link Transit ("Link"), a public transportation benefit area.

WHEREAS, Link owns real property located at 300 South Columbia Street, Wenatchee, WA 98801 ("Columbia Station") that includes office space; and

WHEREAS, the County provides Coordinated Entry Services ("CE Services") to disadvantaged and unhoused populations in Chelan and Douglas Counties; and

WHEREAS, Link has available space at Columbia Station and desires to provide space for the County to provide CE Services; and

WHEREAS, the County desires to locate certain CE Services at Columbia Station to provide services to disadvantage individuals; and

WHEREAS, for mutual benefits the Parties agree that it is convenient and economical for Link to provide that office space at no charge to the County to locate their CE Services staff at Columbia Station; and

INTERLOCAL AGREEMENT Chelan County and Link Transit

WHEREAS, Link redefined the allowable dimensions of carts carried onto Link vehicles in the Carry-on Policy in January of 2025; and

WHEREAS, Link and the County agree there is need for carts to be made available at a reduced or zero cost to the most vulnerable of the ridership to ensure all can utilize the public transportation system, on the terms set out below; and

WHEREAS, Link has expressed interest in supplying carts to riders who meet the program eligibility requirements; and

WHEREAS, the County has expressed interest in program management of cart distribution; and

NOW, THEREFORE, in consideration of the mutual benefits contained herein, the Parties agree as follows:

1. Purpose and Scope.

1.1 The purpose of this Interlocal Agreement is to effectuate the provision of CE Services to the disadvantaged and unhoused population in Chelan and Douglas Counties that congregate at Columbia Station. Additionally, this Interlocal Agreement provides for the management and provision of a program to deliver carts to the disadvantaged and unhoused riders of Link's services that will be impacted by the referenced change in the carry-on policy revision related to the allowable cart dimensions.

1.2 Link agrees to:

1.2.1 Provide, at no cost to the County, office space as depicted on the attached Exhibit A, which is incorporated by this reference, in the lower level of the Columbia Station Building for CE Services. Link reserves the right to use the under-stair storage in the office space that is being provided. Link will provide two security officers, provide janitorial services, and provide utilities with the exception of telephone and internet. At all times relevant to this Interlocal Agreement, including termination, Link shall be the sole owner of Columbia Station. Link shall not be responsible for providing any office furnishings, infrastructure, or building alterations necessary to facilitate the purposes of this Interlocal Agreement.

1.2.2 Purchase, assemble, and deliver carts compliant with Link's Carry-On policy to Columbia Station's storage units under the stairs located on the first floor, at no cost to the County.

1.2.3 Notify the County of cart price changes for accurate collection of funds during program management. The make, model, price, and exact dimensions of the carts may change over the life of the contract.

1.2.4 Notify the County of changes to the Cart Program Standard Operating Procedures, the 'SOP', **attached Exhibit B, which is incorporated by this reference**, which shall be updated as needed.

1.3 The County agrees to:

1.3.1 Provide CE Services to unhoused and at-risk individuals in need of accessing federal, state or local assistance. The County will provide its staff with internet, telephone, office supplies and office furnishings. Minimum office hours for Chelan County staff will be 8:00am to 5:00pm. The County will reimburse Link for one third of the cost for an additional security officer if needed for safety and building coverage. Any additional improvements or modifications to the office space shall require written approval from Link.

1.3.2 Manage the Cart Program in accordance with the SOP.

1.3.3 Determine eligibility, issue carts, notify Link of need for cart restocking, record and report distributions, inventory levels, and any program details or changes to Link.

1.3.4 Distribute inventory and distribution reports to Link on a monthly basis.

2. Duration and Termination.

2.1 This Interlocal Agreement, after first being executed by the Parties, shall become effective upon the date of filing with the Chelan County Auditor.

2.2 This Interlocal Agreement shall remain in effect until terminated by agreement of all Parties, or by any Party as provided in this Agreement.

2.2 Any Party may terminate this Interlocal Agreement by giving sixty (60) days' written notice thereof to the other Party. The 60-day period shall be deemed to start on the date of receipt of notice. The Notice or agreement for termination must be filed with the Chelan County Auditor. The County shall vacate the office space in Columbia Station within 60 days of receiving notice of termination of this Interlocal Agreement from any Party.

3. Administration.

The following shall be the Parties' authorized representatives and contact persons for administration of this Agreement, communication, and service of all notices, except service of process:

For the County:

Homeless Program Supervisor
400 Douglas St. Ste. 201
Wenatchee, WA 98801
Phone: (509)667-6685
Email: madison.calloway@Co.chelan.wa.us

For Link:

Customer Experience Supervisor
300 S. Columbia St.
Wenatchee, WA 98801
Phone: (509)662-1155
Email: guestservices@linktransit.com

4. Financing and Budget.

- 4.1 Each Party is responsible for its own budget necessary to facilitate the purposes of this Agreement.

5. Amendment.

This Interlocal Agreement may only be amended by a writing signed by the Parties and following the same formalities as the original, including the requirement for filing with the County Auditor.

6. Records.

Each Party shall maintain and make available for inspection, review, and audit the books, records, documents and other materials related to its performance under this Interlocal Agreement and as required by the Interlocal Agreement.

7. Legal Relations.

- 7.1 The Parties agree that the relation between the Parties shall be at all times under this Interlocal Agreement as an independent contractor. Employees of Link are and will remain employees of Link and Employees of the County are and will remain employees of the County.
- 7.2 Each Party shall defend, indemnify and hold the other Party, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with any negligent, reckless or intentional act of or negligent or reckless failure to act by the party or any of its agents, employees, independent contractors in the performance of this Interlocal Agreement.
- 7.3 In the event that a dispute arises regarding any matter addressed in or related to this Interlocal Agreement and before any other action, the Parties agree to first attempt to resolve the dispute by a face-to-face

meeting, or by a telephone call, between the Parties' authorized representatives. The Parties agree to participate in a good faith negotiation to resolve any such dispute.

- 7.4 This Agreement shall be governed by the laws of the state of Washington.
- 7.5 The Chelan County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Interlocal Agreement.
- 7.6 If any legal action or other proceeding is brought for the enforcement of this Interlocal Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Interlocal Agreement, each party shall pay its own attorney's fees and costs incurred in that action, arbitration or proceeding.
- 7.7 The County shall notify Link when informational tables from partnering agencies and non-profits are being setup near the CE Services office at least three (3) business days in advance. Link reserves the right to deny approval of such tables that interfere with the normal and customary business operations of Link. All applicable subcontractors and partners shall agree to section 7.2 of this Interlocal Agreement by operating or conducting business at Columbia Station.

8. Applicable Laws.

The Parties, in performance of this Interlocal Agreement, shall abide by all applicable federal, Washington State and local laws, statutes, codes, ordinances, regulations, and rules.

9. Interpretation and Order of Precedence.

- 9.1 This Agreement has been submitted to the scrutiny of the Parties and their counsel, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Party or its counsel.

9.2

10. Waiver of Breach.

The waiver by any Party of the breach of any provision of this Agreement by another Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

11. No Assignment.

No Party may assign its rights under this Interlocal Agreement, unless agreed to in a writing executed by authorized representatives of each Party. In the absence of a written agreement, any attempted assignment shall be void and shall constitute a material breach of this Interlocal Agreement.

12. Incorporated Documents and Terms.

The following are incorporated into this Interlocal Agreement by reference:

- 12.1 Applicable federal, Washington State, and local laws, statutes, codes, ordinances, regulations, and rules;
- 12.2 Exhibits A and B; and
- 12.3 The recitals contained in the preamble to this Interlocal Agreement.

13. Entire Agreement.

- 13.1 This Interlocal Agreement contains all the terms and conditions agreed upon by and between the Parties.
- 13.2 This Interlocal Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall be identical and constitute one and the same Interlocal Agreement.
- 13.3 No other understandings, oral or otherwise, regarding the subject matter of this Interlocal Agreement shall be deemed to exist or to bind any of the parties hereto.

14. Severability.

In the event any term or condition of this Interlocal Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Interlocal Agreement are declared severable.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the dates below.

INTERLOCAL AGREEMENT Chelan County and Link Transit

BOARD OF CHELAN COUNTY COMMISSIONERS

Shon Smith

Shon Smith (Oct 28, 2025 09:52:32 PDT)

Shon Smith, Chairman

Kevin Overbay

Kevin Overbay (Oct 28, 2025 07:47:17 PDT)

Kevin Overbay, Commissioner

Brad Hawkins

Brad Hawkins (Oct 27, 2025 16:13:39 PDT)

Brad Hawkins, Commissioner

Attest: Anabel Torres

Approved as to form:

Anabel Torres

Anabel Torres (Oct 28, 2025 10:21:26 PDT)

Clerk of the Board

Date: 10/28/25

Robert Sealby

Robert Sealby (Oct 27, 2025 16:00:04 PDT)

Prosecuting Attorney

Date: 10/27/25

CHELAN DOUGLAS PUBLIC TRANSPORTATION BENEFIT AREA DBA LINK
TRANSIT


Nick Covey, CEO
Link Transit


Date: 10/21/25

Attest: Selina Danko

Approved as to form:

Selina L. Danko
Clerk of the Board

Date: 10/21/25


General Counsel, Link Transit

Date: 10/21/25











3. ILA_CD_Public Transportation and Link Transit_Coordinated Entry and Crisis Response


Final Audit Report


2025-10-28


Created:	2025-10-27
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"3. ILA_CD_Public Transportation and Link Transit_Coordinated Entry and Crisis Response" History


-  Document created by Anabel Torres (Anabel.Torres@co.chelan.wa.us)
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-  Document emailed to Shon Smith (shon.smith@co.chelan.wa.us) for signature
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-  Document emailed to Kevin Overbay (kevin.overbay@co.chelan.wa.us) for signature
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-  Document emailed to Brad Hawkins (brad.hawkins@co.chelan.wa.us) for signature
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-  Document emailed to Robert Sealby (robert.sealby@co.chelan.wa.us) for signature
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-  Document emailed to Anabel Torres (Anabel.Torres@co.chelan.wa.us) for signature
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-  Document e-signed by Robert Sealby (robert.sealby@co.chelan.wa.us)
Signature Date: 2025-10-27 - 11:00:04 PM GMT - Time Source: server
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 Agreement completed.
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