

Return Address:

Ron Cridlebaugh
Chelan County
400 Washington Street, Suite 201
Wenatchee, WA 98801

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, a Washington municipal corporation; Chelan Douglas Public Transportation Benefit Area d/b/a Link Transit, a Washington municipal corporation; Catholic Charities Serving Central Washington, a Washington non-profit corporation
Grantee(s): Chelan County, a Washington municipal corporation; Chelan Douglas Public Transportation Benefit Area d/b/a Link Transit, a Washington municipal corporation; Catholic Charities Serving Central Washington, a Washington non-profit Corporation
Legal Description: N/A
Assessor's Tax Parcel ID: N/A

Filed with the Auditor pursuant to RCW 39.34.040

**INTERLOCAL AGREEMENT
FOR COORDINATED ENTRY AND CRISIS RESPONSE**

THIS INTERLOCAL AGREEMENT is entered into between Chelan County ("County"), a Washington municipal corporation, Chelan Douglas Public Transportation Benefit Area d/b/a Link Transit ("Link"), a Washington municipal corporation, and Catholic Charities Serving Central Washington ("Catholic Charities"), a Washington nonprofit corporation.

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

WHEREAS, Link has available space at Columbia Station and desires to have County Coordinated Entry (CE) services and Catholic Charities Crisis Intervention services at Columbia Station; and

WHEREAS, the County desires to locate its CE at Columbia Station to have a central location to provide services to disadvantage individuals; and

WHEREAS, Catholic Charities will support the CE and LINK staff by having Catholic Charities staff available to provide onsite de-escalation tactics with community members in order for the CE and Link staff to conduct safe and peaceful interactions and services; and

WHEREAS, for mutual benefits the Parties agree that it is convenient and economical for Link to provide office space at no charge to the County and Catholic Charities and the County and Catholic Charities to locate their Crisis Response and CE staff at Columbia Station; 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 provide CE and Crisis Intervention to the disadvantaged and unhoused population in Chelan and Douglas Counties that congregate at Columbia Station.
- 1.2 Link agrees to provide, at no cost, office space (identified in Exhibit A) to the County and Catholic Charities in the lower level of the Columbia Station Building for CE and Crisis Intervention. 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 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. Link shall coordinate and pay for 1/2 of the total cost to install a wall in the office space, dividing the office space for use by the parties. Link shall invoice the County following completion of construction of the dividing wall.
- 1.3 The County agrees to provide CE 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. The County shall pay for 1/2 of the total cost to install a wall in the office space, dividing the

office space for use by the Parties. The County shall remit payment to Link within thirty (30) days of invoice for the dividing wall work. Any additional improvements or modifications to the office space shall require prior written approval from Link.

- 1.4 Catholic Charities agrees to provide crisis response staff to calm and de-escalate individuals experiencing a mental or emotional crisis and help them with finding the assistance they need. Catholic Charities will provide its staff with internet, telephone, office supplies and office furnishings. Minimum office hours for Catholic Charities staff will be 7:30am to 11:00am and 3:00pm to 5:00pm. Catholic Charities will reimburse Link for one third of the cost for an additional security officer if needed for safety and building coverage.

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 Parties. 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 and Catholic Charities 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 Manager
400 Douglas St. Ste. 201
Wenatchee, WA 98801
Phone: (509)667-6881
Email: Amber.Hallberg@Co.chelan.wa.us

For Link:

Deborah Paine
300 S. Columbia St.

Wenatchee, WA 98801
Phone: (509)662-1155
Email: deborah@linktransit.com

For Catholic Charities:

Kim Hatfield
145 S. Worthen St.
Wenatchee, WA 98801
Phone: (509)662-6761
Email: khatfield@catholiccharitiescw.org

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 Interagency Agreement.

7. Legal Relations.

7.1 The Parties agree that the relation between the Parties shall be at all times under this Interlocal Agreement be as an independent contractor. Employees of Link are and will remain employees of Link, Employees of the County are and will remain employees of the County and Employees of Catholic Charities are and will remain employees of Catholic Charities.

7.2 The Party shall defend, indemnify and hold the other Parties, 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.

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 A conflict or inconsistency between the terms or conditions of this Agreement document shall be resolved by the following descending order of precedence (with 1 having precedence over 2, 3, etc.

1. Applicable federal, Washington State, and local laws, statutes, codes, ordinances, and regulations;
2. The Interagency Agreement, with the most recent amendment having precedence if there is a conflict;
3. Amendments to the Interlocal Agreement;
4. The Interlocal Agreement.

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
- 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, Link Transit and Catholic Charities

BOARD OF CHELAN COUNTY COMMISSIONERS


Kevin Overbay, Chairman


Shon Smith, Commissioner


Tiffany Gering, Commissioner

Attest: Anabel Torres

Approved as to form:


Clerk of the Board

Deputy Prosecuting Attorney
Date: _____

Date: 6/25/24

CHELAN DOUGLAS PTBA DBA LINK TRANSIT

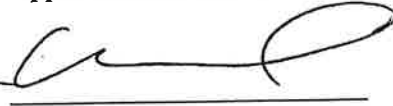

Nick Covey, CEO
Link Transit

Date: 6/28/24

Attest: Selina Danko


Approved as to form:


Clerk of the Board


General Counsel, Link Transit

Date: June 18, 2024

Date: June 18, 2024


Darlene Darnell, President and CEO
Catholic Charities Serving Central Washington

Date: July 8, 2024