

**Interlocal Cooperation Agreement Between Link Transit and the City of East Wenatchee for Police Presence to Increase Safety on Link Transit's Columbia Station Property**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is hereby entered into this date by and between Chelan-Douglas Public Transportation Benefit Area d/b/a Link Transit ("Link"), and the City of East Wenatchee (the "City"), collectively referred to as the "Parties."

**RECITALS:**

1. The Parties desire to enter this Agreement pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act.
2. Link provides transportation services to the public and is committed to providing transit amenities throughout the Chelan-Douglas Public Transportation Benefit Area which includes the city limits of the City; and,
3. Link Transit has expressed interest in increasing guest and community safety at their Columbia Station property at 300 S Columbia in Wenatchee, Washington, (the "Property"); and,
4. Pursuant to RCW 10.93.070, the City of Wenatchee has authorized the City police officers to operate within its jurisdiction and documented the authorization via a "RCW 10.93.070 General Authority Peace Officer – Powers, Circumstances" form executed on July 22, 2024 by the City of Wenatchee Police Chief; and
5. Link and the City agree that the City will assign one certified police officer to provide service at the Property as set forth in this Agreement to help increase the safety of guests and the community; and
6. In exchange for the City providing police officer services at the Property, Link shall reimburse the City an hourly rate of \$101.32 hourly rate, which may be adjusted on January 1<sup>st</sup> of each year at the discretion of the City; and,
7. Link and the City agree that entering this Agreement is in the best interest of the community members within Link's service area;

NOW, THEREFORE, in consideration of the foregoing, Link and the City agree as follows:

1. **Recitals.** The above Recitals are incorporated into this Agreement by this reference as if set forth in full.
2. **Purpose.** The purpose of this Agreement is to provide regular police services at the Property to increase guest and community safety.
3. **Link's Obligations.** Link shall:
  - 3.1 Coordinate monthly with the City to determine Link's requested number of hours for police service at the Property with the City's schedules and availability.

- 3.1.1 Link's Safety Officer shall initiate a request with \_the City of East Wenatchee's Chief of Police prior to the first day of the month for which Link is requesting police service at the Property. Link shall specify the dates and times it desires police presence at the Property.
- 3.2 Compensate the City at a rate of \$101.32 per hour for police personnel presence at Columbia Station.
- 3.3 Reimburse the City for all costs associated with the agreed upon hourly rate within thirty (30) days of receipt of the City's invoice.

**4. City's Obligations.** The City shall:

- 4.1 Post off duty employment shifts available to commissioned officers for up to 40 hours per week (based on a schedule coordinated with Link as set forth in Section 3.1.1 above) for increased guest and employee safety at the Property as needed for the duration of the Agreement.
  - 4.1.1 The City shall endeavor to provide police services to Link in the number of hours requested.
  - 4.1.2 Any City police officer stationed at the Property must be a fully certified officer with the ability to carry a weapon and the authority to enforce the laws of the state and local jurisdiction.
  - 4.1.3 City police officers assigned to the Property shall remain at the Property for the duration of the scheduled shift.
  - 4.1.4 City police providing services to the Property shall promote guest safety and enforce local and state laws in the normal course.
  - 4.1.5 All officers providing Services under this agreement shall do so on a voluntary basis. Link Transit acknowledges that the City's performance of Law Enforcement Services will vary according to officer availability. Officers may only provide Services under this Agreement outside of their normally scheduled City work shifts. In the event that an officer is called in to work overtime by the City, that call shall take precedence over the provision of service under this Agreement.
- 4.2 Record or post this Agreement as required by RCW 39.34.040.
- 4.3 Issue monthly invoices to Link within thirty (30) days from when the police services were provided.
- 4.4 Notify Link annually on or before December 31<sup>st</sup> of any increase in the hourly rate for services provided under this Agreement.

**5. Duration and Termination.** This Agreement shall be effective upon the date of the final signature below and shall continue until terminated by one or both of the Parties, however, either Party may terminate this Agreement at any time by providing ninety (90) days' written notice of termination to the other Party regardless of armed police personnel service level at the time.

6. **Records.** The City shall keep and maintain accurate and complete cost records pertaining to the Project and this Agreement. Link shall have full access and the right to examine any such records during the term of this Agreement. All records, books, documents and other materials maintained, prepared, or issued by Link in the implementation of this Agreement shall be the property of Link, which shall have the responsibility of the retention and release of those materials.

7. **Mutual Indemnity.** Link shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of Link its officers, agents, and employees, in connection with the work described in this agreement, or arising out of Link's non-observance or non-performance of any law, ordinance, or regulation applicable to Link's use of the Property.

The City shall indemnify, defend and hold harmless Link, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the City, its officers, agents and employees, in connection with the work described in this agreement, or arising out of the City's non-observance or non-performance of any law, ordinance or regulation applicable to City's use of the Property.

8. **No Separate Entity Created.** No separate entity or joint board is contemplated by this Agreement. Nothing in this Agreement shall in any way affect the City's ownership of the Property or Link's ownership of the Transit Stop improvements. There is no joint ownership of property.

9. **Mutual Negotiation.** This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

10. **Governing Law & Venue.** This Agreement is governed by the laws of the state of Washington and venue for any action arising from this Agreement shall be in Chelan County, Washington.

11. **Binding Agreement.** All the covenants, agreement terms and conditions contained in this Agreement shall apply to and be binding upon the Parties and their respective successors and assigns.

12. **Severability.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and if there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement effected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

13. **Counterpart Signatures.** This Agreement may be signed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. Signatures transmitted by facsimile or via PDF e-mail shall be deemed valid execution of this Agreement, binding on the Parties.

INWITNESS WHEREOF, the parties hereto have executed this Agreement on this 17th day of June, 2025. —

CHELAN DOUGLAS PTBA D/B/A LINK  
TRANSIT

  
\_\_\_\_\_  
Nick Covey, CEO

CITY OF EAST WENATCHEE

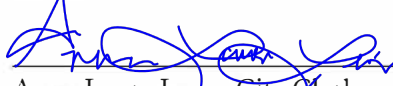
Jerrilea Crawford  
Jerrilea Crawford (Jun 24, 2025 09:55 PDT)

\_\_\_\_\_  
Jerrilea Crawford, Mayor

Attest:

  
\_\_\_\_\_  
Selina Danko, Executive Assistant/Clerk of the Board

Attest:

  
\_\_\_\_\_  
Anna Laura Leon, City Clerk







# Interlocal - Signed by Link

Final Audit Report

2025-06-24

Created:	2025-06-23
By:	City Clerk (cityclerk@eastwenatcheewa.gov)
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## "Interlocal - Signed by Link" History

-  Document created by City Clerk (cityclerk@eastwenatcheewa.gov)  
2025-06-23 - 8:53:33 PM GMT
-  Document emailed to jcrowford@eastwenatcheewa.gov for signature  
2025-06-23 - 8:53:49 PM GMT
-  Email viewed by jcrowford@eastwenatcheewa.gov  
2025-06-24 - 4:54:24 PM GMT
-  Signer jcrowford@eastwenatcheewa.gov entered name at signing as Jerrilea Crawford  
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-  Document e-signed by Jerrilea Crawford (jcrowford@eastwenatcheewa.gov)  
Signature Date: 2025-06-24 - 4:55:19 PM GMT - Time Source: server
-  Agreement completed.  
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