

AGREEMENT RELATING TO MUTUAL RESPONSIBILITIES IN CARRYING OUT THE
METROPOLITAN TRANSPORTATION PLANNING PROCESS IN THE CHELAN-DOUGLAS
TRANSPORTATION COUNCIL METROPOLITAN PLANNING AREA

GCB 1360
AMENDMENT NO. 2

This Amendment #2 is between the Chelan-Douglas Transportation Council, hereinafter referred to as "CDTC", the Chelan-Douglas Public Transportation Benefit Area, hereinafter referred to as "Link Transit", and the Washington State Department of Transportation, hereinafter referred to as "WSDOT", collectively referred to as the "Parties" and individually the "Party".

WHEREAS, the Parties entered into Agreement GCB 1360 on July 11, 2016, hereinafter "Agreement"; and

WHEREAS, the provisions of Section 9.2, allows for changes to the Agreement, provided they are mutually agreed upon by the Parties in writing; and

WHEREAS, the Parties previously amended the Agreement in Amendment 1, effective May 2021; and

WHEREAS, the Parties agree to the need for amending.

Now therefore, pursuant to the Washington Interlocal Agreement Act RCW 39.34, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof it is mutually agreed as follows:

1. Section 3.4 WSDOT, is hereby replaced in its entirety with the following:

WSDOT is the steward of a large and robust transportation system, and is responsible for providing a reasonably safe and efficient multimodal transportation system for people and goods. In addition to building, maintaining, and operating the state highway system, WSDOT is responsible for the state ferry system, and works in partnership with others to maintain and improve local roads, railroads, airports, and multi-modal alternatives to driving.

2. Section 4.1 Scope of Metropolitan Transportation Planning Process, is hereby replaced in its entirety with the following:

CDTC, in cooperation with WSDOT and Link Transit conducts a metropolitan planning process that is continuous, cooperative, and comprehensive. This planning process will be carried out in coordination with the statewide transportation planning processes conducted by WSDOT as required by 23 CFR 450 (Subpart B) and 49 USC 5303.

3. Subsection 5.1.2 of Section 5.1 Metropolitan Transportation Plan (MTP) is hereby replaced in its entirety with the following:

CDTC agrees to consult and coordinate with WSDOT and Link Transit during the MTP update process to ensure continued consistency with the State Transportation Plan (23 CFR 450.216) and other statewide transportation plans. The Parties agree to coordinate related planning activities and studies to promote consistency between metropolitan, transit, and statewide planning strategies and outcomes. This includes mutual consideration of visions and priorities articulated in each entity's transportation planning documents and project identification processes.

4. Subsection 5.2.2 of Section 5.2 Statewide Plans is hereby replaced in its entirety with the following:

WSDOT and CDTC will ensure that all statewide transportation plan components and elements

that relate to the CDTC MPA and the region's MTP shall be consistent. WSDOT agrees that the long range statewide transportation plan, in relation to the CDTC MPA, shall be developed in cooperation with CDTC, as required by 23 CFR 450.216(g). The state-owned component of the highway system plan, which includes preservation, maintenance, operations, safety, and capacity improvement elements for state owned facilities shall serve as the basis for WSDOT's 10-year Capital Improvement and Preservation Program (CIPP) and WSDOT's 2-year biennial budget request to the legislature pursuant to RCW 47.06.050.

5. Chapter 5: TRANSPORTATION PLANNING, is hereby added to, with the following:

Section 5.10 Transit Development Plan:

Link Transit is required to prepare a six-year transit development plan (TDP) pursuant to RCW 35.58.2795. Link Transit agrees to consult and collaborate with WSDOT and CDTC in preparation of each TDP prior to adoption.

6. Section 6.1 Transportation Improvement Program (TIP), is hereby replaced in its entirety with the following:

The CDTC, in cooperation with WSDOT and Link Transit, is responsible for developing, adopting and maintaining an approved four-year regional TIP pursuant to 23 CFR 450.326. The TIP must include but is not limited to all projects that have been approved and programmed by CDTC for federal funding and projects with committed federal funds after having been found consistent with applicable state and federal planning requirements, and also after having been found consistent with the MTP. Upon approval by the CDTC Board and the Governor, WSDOT shall include the TIP without change, directly or by reference, into the State Transportation Improvement Program as required by 23 CFR 450.218(b).

The TIP shall contain all regionally significant, non-capital surface transportation projects requiring an action by FHWA or the FTA, whether or not the projects are to be funded under title 23 USC or title 49 USC. For public information and any applicable future conformity purposes, the TIP shall include all regionally significant projects, as determined by CDTC, proposed to be funded with federal funds other than those administered by the FHWA and FTA or with non-federal funds. The four (4) year regional TIP must be financially constrained to those funds that are available or reasonably expected to be available during that timeframe.

As applicable, the TIP should include reporting on performance and implementation results relative to MTP performance goals, measures and targets.

7. Subsection 6.1.5 of Section 6.1 Transportation Improvement Program (TIP), is hereby replaced in its entirety with the following:

WSDOT and Link Transit agree to provide CDTC with its estimate of available federal and state revenue that can be utilized in developing the TIP. The Parties agree to work cooperatively to develop final estimates of funds that are reasonably expected to be available to support the TIP (23 CFR 450.326 (j)), as defined in Section 7.2-Financial Planning.

8. Section 6.2 Statewide Transportation Improvement Program (STIP) is hereby replaced in its entirety with the following:

The STIP is a four -year, fiscally constrained, prioritized program of transportation projects, compiled from local and regional plans, along with the long range statewide multimodal transportation plan. These projects have been identified through state, regional and local planning processes, as the highest priority for the available funding to preserve and improve the state's transportation network.

6.2.1 WSDOT is responsible for developing the STIP and for incorporating the TIP (and subsequent amendments) into the STIP on a timely basis. WSDOT agrees to work cooperatively with CDTC and Link Transit in developing reasonable financial assumptions,

revenue forecasts, and information for the STIP.

6.2.2 WSDOT agrees to coordinate with FHWA and FTA to develop and adopt procedures and criteria for incorporating STIP and TIP amendments and administrative modifications into the STIP. CDTC agrees to develop and document procedures, criteria, and schedules for amendments and administrative modifications that are consistent with the WSDOT, FHWA, and FTA approved criteria and schedule. WSDOT agrees to transmit STIP related policies, criteria, procedures and schedules to CDTC on a timely basis.

6.2.3 CDTC agrees to submit requests for STIP/TIP amendments and administrative modifications to WSDOT via the web based STIP. On a monthly basis from January through October, WSDOT agrees to compile the projects submitted by CDTC and to submit them to FHWA and FTA for approval.

9. Section 7.1 CDTC Public Participation Plan, is hereby replaced in its entirety with the following:

CDTC will proactively develop, adopt, periodically update and implement a public participation plan, including a Public Involvement Policy, in accordance with 23 CFR 450.316. To coordinate effective planning and programming activities, the Parties to this AGREEMENT shall, to the maximum extent practicable, coordinate their public information efforts and seek joint opportunities for public involvement.

10. Section 7.2 Link Transit Public Participation Plan, is hereby replaced in its entirety with the following:

Link Transit agrees, to the maximum extent practicable, to coordinate its outreach activities related to transit planning with CDTC and WSDOT.

11. Section 8.4 Sub-allocation of Federal Funds, is hereby replaced in its entirety with the following:

CDTC is responsible for selecting and programming projects from specified federal funds that are sub-allocated to CDTC by WSDOT. WSDOT is responsible for determining the sub-allocation amounts, in consultation with CDTC and other MPOs statewide. WSDOT agrees to develop, implement, and periodically review an accounting process for sub-allocating Surface Transportation Block Grant (STBG), Congestion Management and Air Quality (CMAQ), STBG set-aside for Transportation Alternatives (TA), and/or other funds that are designated by the federal government to be sub-allocated to MPOs. As part of this process, WSDOT agrees to provide to CDTC a transparent accounting of how much funding is received by WSDOT in total and annually, and all the steps applied to get to the regional allocations.

12. Section 9.4 Execution and Terms

This AGREEMENT, including any amendments incorporated into the AGREEMENT, shall remain in full force and effect for five (5) years after the date of last signature (of AGREEMENT or Amendment), unless terminated by a Party's governing body, which termination may be for cause or convenience and shall take effect immediately upon execution by the last signing Party. Any official notifications between the Parties to this AGREEMENT that would substantially affect the terms or conditions of this AGREEMENT shall be directed to the Agreement Managers as noted below:

Washington State Department of Transportation
Attn: Director of Multimodal Planning
P.O. Box 47316
Olympia, WA 98504-7316

Chelan-Douglas Transportation Council
Attn: Executive Director
31 South Wenatchee Avenue, Suite C
Wenatchee, WA 98801

Link Transit

Attn: CEO
300 Columbia Street
Wenatchee, WA 98801

All other terms and conditions of the Agreement and Amendment No. 1 shall remain in full force and effect, except as modified by this Amendment No. 2.

This Amendment may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In witness whereof, the parties hereto have executed this Amendment No. 2 as of the party's date last signed below.

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION



Karena Houser, Director of Multimodal Planning

Date June 18, 2026

CHELAN-DOUGLAS TRANSPORTATION COUNCIL



Jeff Wilkens, Executive Director

Date 6.1.2026

APPROVED AS TO FORM FOR WSDOT:

s/ Lauren Jaech
Lauren Jaech, Assistant Attorney General

Date 5/29/26

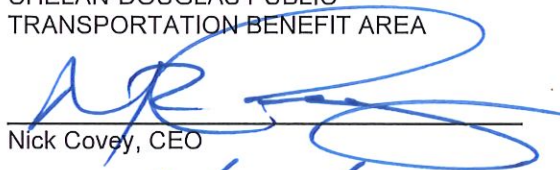
APPROVED AS TO FORM FOR CDTC:



Julie K. Norton, CDTC Legal Counsel

Date: 6.1.26

CHELAN-DOUGLAS PUBLIC
TRANSPORTATION BENEFIT AREA


Nick Covey, CEO

Date 6/16/26

APPROVED AS TO FORM FOR CHELAN-DOUGLAS
PUBLIC TRANSPORTATION BENEFITE AREA