

Skip Moore, Auditor, Chelan County, WA. AFN # **2612468**  
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CHELAN-DOUGLAS TRANSPORTATION COUNCIL

Thad L. Duvall, Auditor, Douglas County, WA.  
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CREDIT CARD PAYMENT AGENT

**AMENDED AND RESTATED  
CHELAN-DOUGLAS TRANSPORTATION COUNCIL  
GOVERNANCE AGREEMENT**

**DOCUMENT SUBMITTED  
IS A PHOTOCOPY**

**AN AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT  
ESTABLISHING THE CHELAN-DOUGLAS TRANSPORTATION COUNCIL ("COUNCIL" or  
"CDTC") AS THE 'METROPOLITAN PLANNING ORGANIZATION' AND 'REGIONAL  
TRANSPORTATION PLANNING ORGANIZATION' FOR THE TWO COUNTY AREA OF  
CHELAN AND DOUGLAS COUNTIES.**

This Amended and Restated CDTC Interlocal Cooperation Agreement ("Agreement" or "Amended and Restated Agreement") is made by and among Chelan County, Douglas County, City of Bridgeport, City of Cashmere, City of Chelan, City of East Wenatchee, City of Entiat, City of Leavenworth, City of Rock Island, City of Wenatchee, Town of Mansfield, Town of Waterville, Chelan Douglas Regional Port Authority (f/k/a Port of Douglas County and Port of Chelan County), Chelan/Douglas Public Transit Benefit Area (d/b/a Link Transit), Colville Confederated Tribes, and the Washington State Department of Transportation (WSDOT), each hereafter referred to as a Member or collectively, as Members.

**RECITALS:**

**WHEREAS**, the Members acknowledge the need to engage in cooperative planning and decision making on transportation issues and the benefits to be derived therefrom as demonstrated by the attached signature pages and;

**WHEREAS**, each of the Members hereto is a "public agency" pursuant to the terms of the Revised Code of Washington (RCW 39.34), and it is the intent and purpose of the Members to exercise their powers and authority in accordance with the provisions of the Revised Code of Washington Title 39, Chapter 34 - "Interlocal Cooperation Act;"

**WHEREAS**, Federal Transportation legislation (Title 23 United States Code 134 and Title 49 United States Code 5303) requires the establishment, by agreement between the Governor of the State of Washington and units of general purpose local government, of a Metropolitan Planning Organization (MPO), which in cooperation with the State of Washington is to develop transportation plans and programs for urbanized areas of Washington State; and

**WHEREAS**, 23 CFR §450 sets forth the national policy that the MPO designated for each urbanized area is to carry out a continuing, cooperative, and comprehensive multimodal transportation planning process, including development of a Metropolitan Transportation Plan and a Transportation Improvement Program; and

**WHEREAS**, the Washington State Growth Management Act, Chapter 36.70A RCW requires local Governments to adopt transportation plans that are consistent with comprehensive land use plans;

**WHEREAS**, Chapter 47.80 RCW authorizes the formation of a Regional Transportation Planning Organization (RTPO) by the voluntary association of local governments within a county or multiple adjacent counties; provided each RTPO shall have as members all counties within the RTPO's boundaries and at least sixty percent of the cities and towns collectively, representing a minimum of seventy-five percent of the population of all incorporated municipalities, and

**WHEREAS**, pursuant to the provisions of Chapter 39.34 RCW, two or more public agencies may jointly cooperate to perform functions which each may individually perform. Therefore, Members entered into the original Interlocal Cooperation Agreement effective March 25, 2015

("Original Agreement") to provide for the joint and/or cooperative exercise of their powers, privileges and authorities for the purpose of comprehensive transportation planning; and

**WHEREAS**, the Wenatchee Valley Transportation Council voted on August 14, 2014 to change its name to the Chelan-Douglas Transportation Council; and

**WHEREAS**, the Original Agreement, which term expires ten (10) years from the effective date, requires affirmative action by the Members to renew or extend the term for an additional ten (10) year period; and

**WHEREAS**, the Members now desire to adopt this Amended and Restated Agreement to confirm their intent to renew the term of the Original Agreement, as well as make minor amendments to the Original Agreement to coincide with actual operations and provide for automatic renewals in the future; and

**WHEREAS**, the Members executing this Agreement agree that each of the Members has previously adopted one or more resolutions authorizing the execution of this Agreement, and that such resolutions are in all ways valid and binding notwithstanding the Wenatchee Valley Transportation's decision to change its name to the Chelan-Douglas Transportation Council; and

**WHEREAS**, pursuant to RCW 47.80.023(7) the Chelan-Douglas Transportation Council is designated as the lead planning agency and governing body for the Metropolitan Planning Organization and the Regional Transportation Planning Organization; and

**WHEREAS**, pursuant to the above referenced federal and state laws, the Members remain committed to operating a regional Transportation Council to carry out the responsibilities of the MPO and RTPO, as well as other responsibilities determined by the Council;

**WHEREAS**, the **Chelan County** Commissioners authorized the execution of this Agreement by Resolution No. 2025-42, adopted on 05/27/2025;

**WHEREAS**, the **Douglas County** Commissioners authorized the execution of this Agreement by Resolution No. TLS 25-24 adopted on 05/27/2025;

**WHEREAS**, the **City of Bridgeport** Council authorized the execution of this Agreement by Resolution No. 25-02 adopted on 05/21/2025;

**WHEREAS**, the **City of Cashmere** Council authorized the execution of this Agreement by Resolution No. 03-2025 adopted on 04/28/2025;

**WHEREAS**, the **City of Chelan** Council authorized the execution of this Agreement by Resolution No. 2025-1462 adopted on 05/13/2025;

**WHEREAS**, the **City of East Wenatchee** Council authorized the execution of this Agreement by Resolution No. 2025-26 adopted on 05/06/2025;

**WHEREAS**, the **City of Entiat** Council authorized the execution of this Agreement by Resolution No. 2025-529 adopted on 05/08/2025;

**WHEREAS**, the **City of Leavenworth** Council authorized the execution of this Agreement by, Resolution No. 13 adopted on 05/13/2025;

**WHEREAS**, the **City of Rock Island** Council authorized the execution of this Agreement by Resolution No. 2025-208 adopted on 05/08/2025;

**WHEREAS**, the **City of Wenatchee** Council authorized the execution of this Agreement by Resolution No. 2025-13 adopted on 05/22/2025;

**WHEREAS**, the **Town of Mansfield** Council authorized the execution of this Agreement by Resolution No. 2025-4 adopted on 05/14/2025;

**WHEREAS**, the **Town of Waterville** Council authorized the execution of this Agreement by Resolution No. 2025-05 adopted on 04/21/2025;

**WHEREAS**, the **Chelan Douglas Regional Port Authority** Board of Commissioners authorized the execution of this Agreement by Resolution No. 2025-07 adopted on 05/13/2025;

**WHEREAS**, the **Chelan/Douglas Public Transit Benefit Area** (Link Transit) Board of Directors authorized the execution of this Agreement by Resolution No. 2025-11 adopted on 05/20/2025.

**NOW, THEREFORE**, pursuant to the above recitals that are incorporated into this Amended and Restated Interlocal Cooperation Agreement as if included below, and in consideration of the terms and conditions set forth below, it is hereby agreed as follows:

## **Section 1 NAME**

**1.01** A regional body comprising representatives of Chelan County, Douglas County, all cities and towns within those counties, the Washington State Department of Transportation (WSDOT), Link Transit, and the Chelan Douglas Regional Port Authority ("CDRPA"), and the Colville Confederated Tribes ("Tribes") is hereby created and shall be known as the "**Chelan-Douglas Transportation Council**."

## **Section 2 PURPOSE**

**2.01** Recognizing that coordinated transportation planning of the two counties, all cities and towns within the counties, WSDOT, Link Transit, CDRPA, Tribes and other Members are necessarily interwoven and interdependent and that the interests of all citizens will best be served by coordinated and cooperative transportation planning, this Council is established to facilitate such appropriate coordination and cooperation and provide for continuing area wide transportation planning.

**2.02** The Council is not authorized to in any way supersede the authority vested in the counties, cities and towns, WSDOT, CDRPA, Tribes and other Members, but is intended to meet the prerequisites of federal transportation legislation.

### **Section 3 FUNCTIONS AND AUTHORITIES**

**3.01** The Council shall perform the duties and responsibilities of an RTPO and MPO as prescribed in Chapter 47.80 RCW, and Title 23 USC §134 and 49 USC §5303 and the related activities which include:

- a) To adopt bylaws and operating policies and procedures, elect officers, enter into contracts and agreements, apply for and accept grants, and appoint policy and advisory committees.
- b) To adopt a Unified Planning Work Program for staffing, budget, operations and transportation planning activities of the Council.
- c) To prepare and update a Metropolitan/Regional Transportation Plan and Regional Transportation Improvement Program.
- d) To coordinate, collect and maintain transportation related data and transportation related information for the Members.
- e) To certify that transportation elements of local comprehensive plans are consistent with the Regional Transportation Plan.
- f) To assure consistency and coordination among transportation system plans adopted by counties, cities, ports, public transit, tribes, and other transportation providers, and
- g) WSDOT, and the Metropolitan/Regional Transportation Plan.
- h) To develop transportation system level of service standards, per RCW 47.80.023 (9).
- i) To perform such other transportation planning-related functions as the Council may hereinafter determine to be in the best interests of the Council.

### **Section 4 BYLAWS**

**4.01** The authority to make, amend, or repeal bylaws is vested in the Governing Board of the Council ("Governing Board") so long as such bylaws are consistent with the provisions of this Agreement and applicable laws. New bylaws and/or amendments to the bylaws require a first reading at a regular meeting of the Governing Board and adoption thereafter at a subsequent regular meeting. Amendment of the Bylaws shall require a two thirds vote of the entire Governing Board.

### **Section 5 JURISDICTIONAL BOUNDARY**

**5.01** The Metropolitan Planning Area (MPA) and the Regional Transportation Planning Organization (RTPO) boundary encompass the entirety of Chelan and Douglas counties, which are designated as the Wenatchee, WA Metropolitan Statistical Area (MSA) by the federal Office of Management and Budget Office. The MPA was approved on July 11, 2013 by the Governor

of the state of Washington, with the power vested in him by Title 23 and Title 49 of the United States Code.

## **Section 6 MEMBERSHIP**

**6.01** Membership on the Council is established by execution of this Agreement and shall be open to Chelan County, Douglas County, City of East Wenatchee, City of Wenatchee, Chelan Douglas Regional Port Authority (CDRPA), Chelan/Douglas Public Transportation Benefit Area (d/b/a Link Transit), the Colville Confederated Tribes (Tribes), the North Central Region division of the Washington State Department of Transportation (WSDOT), City of Bridgeport, City of Cashmere, City of Chelan, City of Entiat, City of Leavenworth, City of Rock Island, Town of Mansfield, and Town of Waterville. For purposes of voting membership, the phrase "Small Cities and Towns" includes the City of Bridgeport, City of Cashmere, City of Chelan, City of Entiat, City of Leavenworth, City of Rock Island, Town of Mansfield, and Town of Waterville. Each such membership shall either be a Voting Membership or an Ex-Officio Membership as set forth below.

Voting representation on the Governing Board of the Council shall be open to Chelan County, Douglas County, City of Wenatchee, City of East Wenatchee, CDRPA, Link Transit, the North Central Region division of the Washington State Department of Transportation (WSDOT), Tribes, one (1) rotating representative of the Small Cities and Towns of Chelan County, and one (1) rotating representative for the Small Cities and Towns of Douglas County. Voting membership for each entity requires maintaining good standing through payment of annual dues (as applicable); however, voting membership of the Small Cities and Towns will not require payment of dues. All Voting Members shall designate and notify CDTC of their representative to the Governing Board. Periodically the Small Cities and Towns within each county will self-determine their representative to serve as the voting member, and shall notify CDTC as such for proper record keeping, but if the Small Cities and Towns fail to self-determine their representative or fail to notify CDTC of the same, then such voting position shall remain vacant until such self-determination and notification have taken place. Such notification shall be in writing and shall set forth the signatures of at least a simple majority of the mayors of the Small Cities and Towns within that county. In the years where any representative of a Small City or Town does not serve as a voting Member they will be able to participate on the Council as an Ex-Officio member.

- a) Ex-Officio Membership is automatically granted to a representative of the Washington State Transportation Commission, as well as any members of the House of Representatives or the State Senate whose districts are wholly or partly within the boundaries of the RTPPO. All Small Cities and Towns, when not designated by their peers to serve as voting members, shall participate on the Governing Board with Ex-Officio membership status. At the Governing Board's discretion Ex-Officio membership shall also be open to other governmental and non-governmental entities when elected to membership by a majority of the Governing Board and shall be effective upon their delivery of their written assurance that they will comply with this Agreement and the CDTC bylaws. Ex-Officio members of the Council are non-voting.

## **Section 7**

### **GOVERNING BODY AND OFFICERS**

**7.01** The Council shall be governed by a Governing Board composed of ten (10) representatives of the members of the counties, cities, towns, CDRPA, Tribes, the transit authority and WSDOT, each of, which shall be represented on the Governing Board by an elected or appointed official designated by the governing body of the member. Each voting Member shall have one vote on the Governing Board. Ex-Officio members may participate in Governing Board meetings, but do not vote.

**7.02** The Governing Board has the powers, duties, and responsibilities, including but not limited to the following:

- a) To adopt a CDTC budget and establish Member dues;
- b) To adopt and amend bylaws;
- c) To approve expenditures;
- d) To initiate, advise, and aid in the establishment of cooperative arrangements, including interlocal agreements among local governments and Members within the region;
- e) To propose, initiate, or approve any study, policy discussion, plan or other CDTC matters;
- f) To approve new memberships and resolve membership questions;
- g) To make recommendations to any local government or Member, or to other appropriate agencies or entities;
- h) To propose amendments to the CDTC Interlocal Cooperation Agreement for ratification of Members;
- i) To elect a chairperson and vice-Chairperson and other officers required;
- j) To establish committees;
- k) To hire, terminate and/or evaluate an Executive Director and set the compensation therefor; and authorize such Director to engage, and set compensation within the framework of the Council's approved budget for such personnel, including planners, planning consultants, attorneys, accountants, engineers, or other firms or individuals as may be required to carry out the purposes of the Council;
- l) To address personnel policies and issues in cooperation with the Executive Director.

**7.03** All Governing Board representatives appointed to the Governing Board shall remain until further written notification is received from the Members. Alternate Governing Board representatives may serve in the absence of the designated representative so long as the alternate representative is an elected or appointed official of the appointing Member's agency.

**7.04** Officers of the Governing Board shall include a chair and vice-chair, who shall be elected by majority vote of the Governing Board. Either elected or appointed officials may be officers of the Governing Board. Officers shall serve a one-year term.

## **Section 8 MEETINGS**

**8.01** Meetings of the Governing Board of the Council shall be held at such times and places as determined and specified in the Council's bylaws. Meetings of the Governing Board shall be called and held in compliance with Chapter 42.30 RCW, the Washington Open Public Meetings Act.

## **Section 9 STAFF AND SUPPORT**

**9.01** The Council shall employ an Executive Director and staff as necessary to conduct the work programs of the Council consistent with this Agreement. The Executive Director shall be appointed by and serve at the pleasure of the Governing Board, shall be responsible for record keeping and shall direct the Council staff to carry out the work program and purposes of the Council.

**9.02** Employees of the Council shall be hired and discharged by and work under the direction of the Executive Director.

**9.03** The Council may arrange for support services such as requisitioning and purchasing, payment of expenditures, accounting, payroll, computer processing, legal counsel, and other services as deemed necessary.

**9.04** Pay schedules shall be set by the Governing Board consistent with responsibilities performed and the demand for such personnel in public and private industry, with due consideration to pay schedules for like positions in Member agencies.

## **Section 10 WORK PROGRAM, FUNDING AND BUDGETS**

**10.01** The Council shall prepare and adopt and amend as necessary, a proposed Unified Planning Work Program and budget for each fiscal year beginning July 1 of every year. The detailed Unified Planning Work Program shall list specific work projects to be undertaken by the Council in keeping with the requirements of the biennial Metropolitan/Regional Transportation Planning Organization Agreement with WSDOT. The Executive Director shall confer with and inform Members concerning the preparation of and progress on the implementation of work programs and projects.

**10.02** CDTC administration and operations shall be funded through such federal, state, local and/or private funding as may become available and as appropriated therefore by statute, resolution or ordinance. All revenues of the CDTC shall be held in a fund by the Douglas County Treasurer, designated as the "Chelan-Douglas Transportation Council, Fund 654.11

**10.03** Members' dues to cover expenses of the Council shall be based on the Council bylaws. All dues shall become due and payable to the Council no later than February 28th of each year,



recognizing that legislative action of each Member may be required to authorize payment of dues to the Council. Membership of the Small Cities and Towns will not require payment of dues. All accounting and financial transactions shall be conducted through Douglas County in accordance with the budget approved by the Council, applicable federal and state requirements, Generally Accepted Accounting Principles (GAAP), and methods prescribed by the Washington State Budgeting, Accounting and Reporting System (BARS). Each Member shall have full access to all Council budget records and work product.

## **Section 11 DURATION AND DISSOLUTION**

**11.01** The Council shall have perpetual existence, until dissolved by: (1) termination of the agreement as set forth in Section 13.02; provided, that all Members shall receive one month written notice of the proposed dissolution, and all Members are provided an opportunity for comment on the motion; or (2) withdrawal of such Members creating a circumstance where the MPO and RTPPO no longer meet the designation requirements contained in RCW 47.80.020, WAC 468-86-070 WAC, 23 USC§ 134(d)(l) and 23 CFR § 450.310.

## **Section 12 INDEMNIFICATION AND INSURANCE**

**12.01** The Council shall defend, indemnify, and hold harmless all employees of the Council acting within the scope of their employment. To that end, the Council shall also obtain and keep in force and effect Directors' & Officers' E&O liability insurance to cover such obligations relating to claims against Council employees acting within the scope of their employment. Such coverage shall have annual liability limits of not less than \$10,000,000 per occurrence, and in the aggregate, for the duration of this Agreement. No Member representative shall be personally liable for any monetary damages for conduct, action, or inaction as a Member representative, unless such conduct is outside the scope of their duties, involves misconduct or a violation of law.

**12.02** The Council shall also obtain and keep in force for the duration of this Agreement third party general liability insurance for liabilities arising out of Council activities, with annual liability limits not less than \$10,000,000 per occurrence and in the aggregate. This policy shall include the Council and each of its Members as a named insured for liability arising out of the conduct of the Council.

## **Section 13 COMMENCEMENT AND TERMINATION OF AGREEMENT**

**13.01** Term. The initial Term of this Agreement shall be ten (10) years, commencing upon expiration of the Original Agreement term and the performance of all the actions set forth in Section 16.01. The Members agree that this Agreement shall automatically be renewed or extended for successive ten (10) year periods until terminated pursuant to Section 13.02, or upon re-designation according to federal law or amended as required by changes in federal law, rule or regulation.

**13.02** Termination. The Agreement may be terminated by the action of not less than a majority of the total Members.

**13.03 Withdrawal.** Any Member shall have the right to withdraw from this Agreement by giving sixty (60) calendar days written notice to the CDTC. Withdrawal from the Agreement or non-execution of the Agreement by any one Member shall not affect the continuation of the Agreement with regard to the other Members; provided, that should the cumulative withdrawal of Members cause the organization to not meet the MPO and/or RTPPO designation requirements as described in section 11.01 CDTC shall thereafter not act as the MPO or RTPPO until such time as it again meets the MPO and RTPPO designation requirements. All financial obligations entered into with the Council while the withdrawing Member was a Member shall remain the obligation of the withdrawing member until these obligations are satisfied or a specific release from these obligations is approved by a majority of the Governing Board.

**13.04 Disposition of Assets and Liabilities.** Upon termination of this Agreement, the debts, liabilities and obligations of the CDTC shall be paid from CDTC assets; provided that liability for CDTC debts, liabilities and obligations that exceed CDTC assets upon termination will be determined as provided by law.

**13.05** The remaining net assets of the CDTC shall be distributed to Members in proportion to their respective contributions to the CDTC, including the contributions of any Member that has withdrawn from the CDTC pursuant to section 13.03.

## **Section 14 PERFORMANCE OF AGREEMENT**

**14.01 Compliance with All Laws.** Each Member shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.

**14.02 Maintenance and Audit of Records.** The Council shall maintain books, records, documents and other materials relevant to its performance under this Agreement which sufficiently and accurately reflect any and all direct and indirect costs and expenses incurred or paid in the course of performing this Agreement. These records shall be subject to inspection, review and audit by the other Members or their designees, the Washington State Auditor's Office, and authorized federal agencies. The Council (or Douglas County on behalf of the Council) shall retain all records in support of all costs incurred for a period of six (6) years following the termination of this Agreement or such longer period as may be required by law and any litigation under this Agreement. Should any Member require copies of any records, they agree to pay the costs thereof.

**14.03 Rights in Data and Work Product.** All data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, educational courses and materials and other work product which originate from the performance of this Agreement shall be "works for hire" as defined in U.S. Copyright Law, Title 17 of the United States Code, and shall be the joint property of the Members.

**14.04 Conflict of Interest.** The elected and appointed officials and employees of the CDTC shall not have any personal financial interest, direct or indirect, which gives rise to a conflict of interest as defined by Washington law.

**14.05 Improper Influence.** Each Member agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each Member

agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

## **Section 15 DISPUTES**

**15.01** Time. Time is of the essence for this Agreement.

**15.02** Conflict. In the event of conflict among the terms and conditions of this Agreement and federal, state or local law, the inconsistency shall be resolved by giving precedence of interpretation in the following order:

1. Applicable federal case law, statutes and regulations; then
2. Applicable Washington case law, statutes and regulations; then
3. The terms and conditions of this Agreement; then
4. The bylaws, policies and procedures approved by the CDTC.

**15.03** Waiver Limited. A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Member. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

**15.04** Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Member shall be entitled to recover costs incurred in that action or proceeding, including attorney's fees.

**15.05** Governing Law and Venue. This Agreement shall be governed exclusively by the laws of the State of Washington. 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 Agreement.

**15.06** Compliance Review Process and Corrective Action. In the event of non-compliance with any term or condition of this Agreement, a Member or the CDTC Governing Board may provide written notice of non-compliance to the other Member. The non-compliant Member shall have thirty (30) calendar days from receipt of such written notice to fully implement corrective action and to provide adequate assurances of continuing future compliance; provided that the non-compliant Member shall have only seven (7) business days to demonstrate its compliance and to provide adequate assurances if the non-compliance presents an imminent danger to the health and well-being of the public, a violation of federal or state laws, rules or regulations specifically found to be of imminent concern and requiring Immediate corrective action, a breach of the time limits for performance under this Agreement, or an imminent loss of federal or state funding of this Agreement.

## **Section 16 GENERAL PROVISIONS**

**16.01** Adoption and Effective Date. The effective date of this Agreement shall be as of the date last signed by the two Counties and, at least sixty percent (60%) of the cities and towns within the Council area that represent seventy-five percent (75%) of the cities' and towns' population. This Agreement shall be binding upon the Members who have executed this Agreement, their successors and assigns; provided, that upon such execution, all prior agreements relating to the

formation of CDTC or its predecessors shall be deemed terminated and replaced herewith. Thereafter, no city, town or special district shall be a Member of the Chelan-Douglas Transportation Council until its governing body shall have approved this Agreement.

**16.02 Entire Agreement/Modification.** This Agreement constitutes the entire Agreement between the Members. There are no understandings or agreements between Members other than those set forth in this Agreement. No other statement, representation or promise has been made to induce the Members to enter into this Agreement.

**16.03 Modification.** This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement executed by all Members and adopted by resolution of each Member's legislative authority or governing body.

**16.04 Invalid Provisions.** If any portion of this Agreement, or its application to any person or circumstances, is held or determined to be invalid, such holding or determination shall not affect the validity or enforceability of any other term or provision and the application of this Agreement to other persons or circumstances shall not be affected.

**16.05 Counterparts.** This Agreement may be executed by the Members using duplicate counterparts.

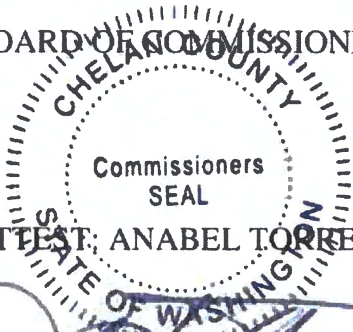
**16.06 Filing and State Approval.** Pursuant to RCW 39.34.040, this Agreement shall be filed with the County Auditor, or alternatively, listed by subject on the CDTC website or other electronically retrievable public source. To the extent any state officer or agency has control over the operations which may be the subject of this Agreement, then this Agreement shall be submitted to such state officer or agency for approval pursuant to RCW 39.34.050 prior to its entry into force.

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CDTC INTERLOCAL GOVERNANCE AGREEMENT SIGNATURE PAGE

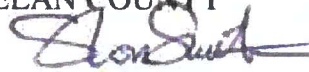
DATE: 5/27/2025

BOARD OF COMMISSIONERS FOR CHELAN COUNTY



ATTEST: ANABEL TORRES

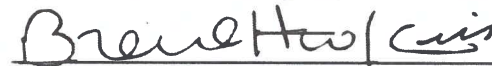
  
Clerk of the Board



SHON SMITH, CHAIR




KEVIN OVERBAY, COMMISSIONER



BRAD HAWKINS, COMMISSIONER

APPROVED AS TO FORM:

 4-23-2025  
PROSECUTING ATTORNEY

CDTC INTERLOCAL GOVERNANCE AGREEMENT SIGNATURE  
PAGE

DATE: May 27, 2025

DOUGLAS COUNTY  
BOARD OF COUNTY  
COMMISSIONERS:



[Signature]  
CHAIR

ATTEST:

[Signature]  
CLERK OF THE BOARD

APPROVED AS TO FORM:

civil [Signature]  
PROSECUTING ATTORNEY  
J.M. Mitchell WCA 3103

CDTC INTERLOCAL GOVERNANCE AGREEMENT SIGNATURE PAGE

DATE: May 21, 2025

CITY OF BRIDGEPORT:

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

CDTC INTERLOCAL GOVERNANCE AGREEMENT SIGNATURE PAGE

DATE: April 28, 2025

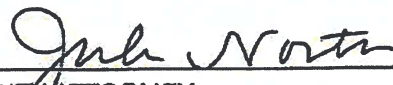
CITY OF CASHMERE:

  
MAYOR

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY



CDTC INTERLOCAL GOVERNANCE AGREEMENT SIGNATURE PAGE

DATE: 5/15/2025 \_\_\_\_\_

CITY OF CHELAN:

Signed by:

*Erin McCardle*

0BC2617A158B41F...

MAYOR

ATTEST:

DocuSigned by:

*Cailey Couch*

00BF84938C5D404...

ACTING CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:

*Quentin Batjer*

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CITY ATTORNEY

CDTC INTERLOCAL GOVERNANCE AGREEMENT SIGNATURE PAGE

**DATE:** 05-06-2025

**CITY OF EAST WENATCHEE:**


*Jerrilea Crawford*  
Jerrilea Crawford (May 12, 2025 14:38 PDT)

JERRILEA CRAWFORD, MAYOR

**ATTEST:**

  
ANNA LAURA LEON, CITY CLERK

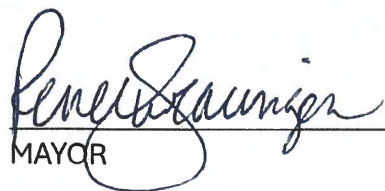
**APPROVED AS TO FORM:**

  
BOB SIDERIUS, CITY ATTORNEY

CDTC INTERLOCAL GOVERNANCE AGREEMENT SIGNATURE PAGE

DATE: May 8, 2025

CITY OF ENTIAT:

  
MAYOR

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

CDTC INTERLOCAL GOVERNANCE AGREEMENT SIGNATURE PAGE

DATE: 5/16/2025 \_\_\_\_\_

CITY OF LEAVENWORTH:

DocuSigned by:  
*Carl Florio*  
\_\_\_\_\_  
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MAYOR

ATTEST:

Signed by:  
*Andrea Fischer*  
\_\_\_\_\_  
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CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:  
*Thom Graafstra*  
\_\_\_\_\_  
E7E2CDC8051B457...  
CITY ATTORNEY

CDTC INTERLOCAL GOVERNANCE AGREEMENT SIGNATURE PAGE

DATE: May 22, 2025

CITY OF ROCK ISLAND:

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

CDTC INTERLOCAL GOVERNANCE AGREEMENT SIGNATURE PAGE

**DATE:** 5/22/2025

**CITY OF WENATCHEE:**

*Mike Poirier*  
\_\_\_\_\_  
MAYOR

**ATTEST:**

*Jammya Melord*  
\_\_\_\_\_  
CITY CLERK

**APPROVED AS TO FORM:**

*Danielle R. Marchant*  
\_\_\_\_\_  
CITY ATTORNEY

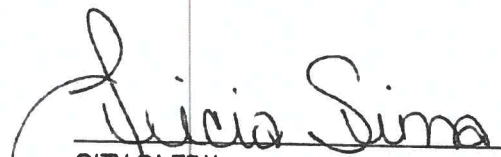
CDTC INTERLOCAL GOVERNANCE AGREEMENT SIGNATURE PAGE

DATE: 5/14/2025


TOWN OF MANSFIELD:

  
MAYOR

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

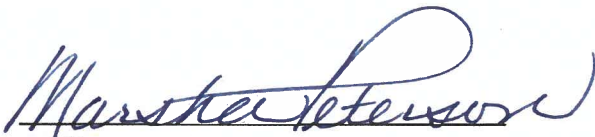
CDTC INTERLOCAL GOVERNANCE AGREEMENT SIGNATURE PAGE

DATE: May 5, 2025

TOWN OF WATERVILLE:

  
MAYOR

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY



CDTC INTERLOCAL GOVERNANCE AGREEMENT SIGNATURE PAGE

DATE: April 22, 2025

CHELAN DOUGLAS REGIONAL  
PORT AUTHORITY:

  
\_\_\_\_\_  
PRESIDENT

ATTEST:

  
\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

CDTC INTERLOCAL GOVERNANCE AGREEMENT SIGNATURE PAGE

**DATE:** May 20, 2025

**CHELAN/DOUGLAS PUBLIC TRANSIT  
BENEFIT AREA (LINK TRANSIT):**



Nick Covey, CHIEF EXECUTIVE OFFICER

**ATTEST:**



Selina Danko, CLERK OF THE BOARD

**APPROVED AS TO FORM:**



Erin McCool, ATTORNEY