

## **Resolution No. 2224 – EXHIBIT A**

### **AGREEMENT RELATING TO MUTUAL RESPONSIBILITIES IN CARRYING OUT THE METROPOLITAN TRANSPORTATION PLANNING PROCESS IN THE LONGVIEW-KELSO-RAINIER PLANNING AREA**

This AGREEMENT is entered into by the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT), Cowlitz-Wahkiakum Council of Governments (CWCOG), the City of Longview (doing business as River Cities Transit (LONGVIEW)), and the Cowlitz Public Transportation Benefit Area (CTA), collectively referred to as the "Parties" and individually as "Party" in this AGREEMENT.

#### **RECITALS**

WHEREAS, CWCOG as the Metropolitan Planning Organization (MPO) designated for the LONGVIEW-KELSO-RAINIER Metropolitan Planning Area (MPA), is charged with the responsibility of carrying out transportation planning and programming processes that lead to the development and operation of an integrated, intermodal transportation system; and

WHEREAS, WSDOT is the state highway agency as referenced in Title 23 CFR and Title 49 CFR with the responsibility to preserve, manage, and operate the state-owned transportation system's facilities and services including, but not limited to, highways, ferries, airports, and rail; and

WHEREAS, LONGVIEW, a municipal corporation pursuant to RCW 35A, is the primary public transit operator within the MPA and a designated recipient of federal transit funding within the LONGVIEW-KELSO-RAINIER MPA; and

WHEREAS, the CTA is a public transportation benefit area authority pursuant to RCW 36.57A encompassing the cities of Longview and Kelso, that has contracted with LONGVIEW to provide public transit services on behalf of the CTA; and

WHEREAS, LONGVIEW and the CTA jointly fund and establish the operating policies and procedures and planning for River Cities Transit, which such joint funding, cooperation, and obligations shall, for the purposes of this agreement, be referred to as RIVER CITIES; and

WHEREAS, the Parties desire to ensure a continuing, cooperative, and comprehensive transportation planning process ("3-C" Process) for the LONGVIEW-KELSO-RAINIER MPA that involves cooperation and coordination between and among CWCOG, WSDOT, and RIVER CITIES; and

WHEREAS, WSDOT is responsible for carrying out a statewide transportation planning process as defined by 23 CFR 450.206 and is the administrator of all federal planning funds received or to be received for carrying out the planning processes as defined in 23 USC 104(f) (4) (A) and 49 USC 5305(d) (2); and

WHEREAS, WSDOT is responsible for delivering a federally compliant statewide transportation plan, engaging in the metropolitan and non-metropolitan planning processes as both a network asset manager and a compliance and fiduciary agent of the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) by administering federal pass through funds to the MPOs in Washington, including CWCOG; and

WHEREAS, CWCOG is designated as a bi-state MPO and all parties agree to work cooperatively with transportation partners representing Oregon involved in the actions listed within this agreement; and

WHEREAS, it is mandated and consistent with federal requirements to formalize the roles and responsibilities of CWCOG, WSDOT, and RIVER CITIES in order to cooperatively carry out their respective metropolitan and statewide transportation planning and programming requirements to support regional and state transportation plan implementation; such cooperation being agreed and understood in this Agreement to mean where lawful, practicable, and in good faith.

NOW, THEREFORE, pursuant to the Washington Interlocal Agreement Act RCW 39.34, and the above recitals that are incorporated herein, it is mutually agreed as follows:

## **SECTION 1: PURPOSE**

The purpose of this AGREEMENT is to memorialize a multi-agency cooperative planning process and to satisfy the requirements of 23 CFR 450.314. The AGREEMENT defines the processes for cooperation, communication, and exchanging information among the Parties to advance the metropolitan transportation planning processes consistent with 23 CFR 450 (Subpart C). This AGREEMENT includes specific provisions for cooperatively developing and sharing of information related to financial plans that support the metropolitan transportation plan (MTP), the metropolitan transportation improvement program (TIP) as MTP and TIP are defined in 23 CFR 450, and the annual listing of obligated projects.

## **SECTION 2: AUTHORITY**

### **2.1 Compliance with Applicable Laws and Regulations**

CWCOG, WSDOT, and RIVER CITIES shall comply with all applicable local, state, and federal laws and regulations in effect at the time of execution of this AGREEMENT. Nothing contained herein shall modify an existing duty or responsibility of any Party, except to the extent expressly set forth herein and as permitted by law.

### **2.2 COWLITZ-WAHKIAKUM COUNCIL OF GOVERNMENTS (CWCOG)**

The Parties agree that CWCOG, a voluntary cooperative association administered by a joint board in accordance with RCW 36.64.080, is the single MPO designated by the Governor of Washington for the LONGVIEW-KELSO-RAINIER MPA. CWCOG is organized through an interlocal Agreement of its members, and is responsible for fulfilling the federal metropolitan planning requirements as prescribed in the current Federal Surface Transportation Act, 23 USC 134, 23 CFR 450, and 49 CFR 613.

### **2.3 LONGVIEW (LONGVIEW)**

LONGVIEW is a municipal corporation pursuant to RCW 35A. LONGVIEW has contracted with the Federal Transit Administration, an agency of the United States Department of Transportation, through a Master Agreement as amended periodically, to enable providers to be an eligible recipient of certain federal funds.

### **2.4 COWLITZ PUBLIC TRANSPORTATION BENEFIT AREA (CTA)**

CTA is a public transportation benefit area authority and municipal corporation pursuant to RCW 36.57A. CTA has contracted with LONGVIEW to provide public transit services on behalf of the CTA, and to provide administrative support to the CTA. CTA and LONGVIEW jointly establish operating policies and procedures and planning for public transportation services, which operates under the name River Cities Transit. For the purposes of this AGREEMENT, the joint public transit operations and responsibilities of the CTA and LONGVIEW shall be referred to as RIVER CITIES.

### **2.5 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT)**

WSDOT is the steward of a large and robust transportation system, and is responsible for ensuring that people and goods move safely and efficiently. 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.

**2.5.1** WSDOT tracks, reports, and manages its programs and projects according to the six transportation policy goals adopted by the Legislature in RCW 47.04.280. The six (6) policy goals are safety, preservation, mobility (congestion relief), environment, stewardship, and economic vitality. These goals are interdependent and support the overall vision for all transportation agencies in the state, which includes WSDOT.

## **SECTION 3: POLICY DEVELOPMENT AND REGIONAL COORDINATION**

### **3.1 Scope of Metropolitan Transportation Planning Process**

CWCOG, in cooperation with WSDOT and RIVER CITIES, conducts a metropolitan planning process that is continuous, cooperative, and comprehensive and provides for the consideration of projects, strategies and services that will address the eight planning factors as specified in 23 CFR 450.306 and MAP-21 national

policy goals. 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.

### **3.2 CWCOG Board and Committee Structure**

CWCOG operates through a Board that has adopted Bylaws establishing its officers, voting procedures, committees, public participation, and related matters. The CTA does not currently participate on the CWCOG Board, but anticipates becoming an Associate member of the CWCOG. LONGVIEW participates on the CWCOG Board as a voting member. WSDOT participates as needed on the policy board as a resource and actively serves on the Technical Advisory Committee as a voting member.

**3.2.1** CWCOG has established a Board of Directors with a wide variety of responsibilities including those relating to transportation. The purpose of the transportation work of the board is to hold meetings, appoint committees and task forces, and generally promote cooperative and coordinated transportation planning/programming processes, to adopt a Metropolitan Transportation Plan (MTP) which is included as part of the Regional Transportation Plan (RTP), to select and program transportation grant funds as directed by federal and state law, and perform other duties pursuant to applicable federal and state laws.

**3.2.2** The CWCOG has established a county wide Transportation Advisory Committee (TAC), which coordinates and guides the regional transportation planning program in accordance with Board policy. The metropolitan planning program includes those tasks to carry out 23 CFR 450 Subpart C, which include transportation policy development, the development of metro transportation plans, and the programming of transportation projects for funding. CWCOG is responsible for coordination and administration of the TAC. WSDOT and RIVER CITIES agree to provide information and updates to the TAC about their respective plans, studies, and programs.

### **3.3 CWCOG Unified Planning Work Program**

On an annual or biennial basis, CWCOG develops a Unified Planning Work Program (UPWP) consistent with 23 CFR 450.308, that describes, to the extent practicable, all major transportation and related public transportation planning activities in the MPA for the next year. The UPWP shall include a budget that outlines CWCOG's work activities to be conducted, the work timelines, and the work to be produced to carry-out the MPO's duties under 23 CFR 450 Subpart C.

**3.3.1** Between January and May of each year, or every other year, CWCOG, in cooperation with WSDOT, RIVER CITIES, and the local jurisdictions and other members of CWCOG, will prepare the UPWP as required by 23 CFR 450.308. The work program will be reviewed by the TAC, distributed for public review consistent with the CWCOG Public Participation Plan, and approved by the CWCOG Board. The UPWP and budget may be amended at any time by CWCOG in accordance with its adopted operational procedures and pending approval by WSDOT, FTA, and FHWA.

**3.3.2** By December 31 of each year, WSDOT will provide written notice to CWCOG of expected allocations of FHWA Metropolitan Planning funds (PL funds), FTA Section 5303 funds, State Regional Transportation Planning Organization (RTPO) funds, and any other State administered funds that are available to CWCOG for the following State fiscal year.

**3.3.3** CWCOG agrees to coordinate with the WSDOT and RIVER CITIES in developing and preparing the UPWP work program. RIVER CITIES agrees to provide CWCOG with the public transportation planning needs for the area within RIVER CITIES' service area and WSDOT agrees to provide CWCOG with the State's transportation planning work components within the LONGVIEW-KELSO-RAINIER MPA. The Parties agree to cooperatively review their proposed work components to enhance coordination and avoid duplicate planning work efforts.

### **3.4 Boundary Designation**

The MPA boundary requirements are defined within 23 CFR 450.312 and for CWCOG as agreed to between CWCOG and the Governors of Washington and Oregon. The CWCOG planning process is conducted within the defined MPA boundary.

**3.4.1** The MPA boundary will be reviewed by CWCOG if new urbanized area boundaries are established following each decennial census, and at intermediate intervals as prompted by requests by local or state

governments to modify the current MPA boundary. Boundary adjustments shall conform to the procedures defined in 23 CFR 450.310 and 23 CFR 450.312.

**3.4.2** CWCOC shall prepare and maintain a description and map of the current LONGVIEW-KELSO-RAINIER MPA boundary and make it available to its member agencies and the public.

### **3.5 Regional Data Coordination**

An integral part of the development and maintenance of the regional transportation planning process is a coordinated and consistent monitoring of the performance of the regional transportation system within the MPA. The Parties agree to coordinate in the collection, analysis, and dissemination of data in support of the regional transportation planning process.

**3.5.1** To help ensure consistency in planning activities, CWCOC shall periodically provide WSDOT, and RIVER CITIES with current and forecasted demographic, economic, transportation, and other appropriate data as is mutually agreed upon by the Parties. Data distributed by CWCOC for these purposes will be considered the official regional data set for the purposes of regional transportation planning and programming.

### **3.6 Regional Travel Demand Model**

CWCOC develops, maintains, and updates the regional travel demand model that is used for the MTP and TIP, transportation studies, and for evaluating transportation impacts within the LONGVIEW-KELSO-RAINIER MPA. CWCOC agrees to consult with WSDOT and RIVER CITIES regarding various modeling issues, including software platforms, data requirements, and overall model performance for such regional travel demand model. CWCOC agrees to provide the model and information from the model to WSDOT and RIVER CITIES for their own planning purposes. Data distributed by CWCOC for these purposes will be considered the official regional travel demand model for the purposes of regional transportation planning, and programming.

**3.6.1** WSDOT and RIVER CITIES may modify the CWCOC travel demand model, at their expense, to meet their specific planning purposes. When such modifications are made, WSDOT and RIVER CITIES agree: 1) to provide a written list of the modifications to CWCOC; and 2) that the modified model will not be portrayed publicly or privately as the CWCOC travel demand model, unless prior written consent is provided by CWCOC.

### **3.7 Self Certification and Federal Certification**

At least every year and as part of the submittal of the proposed TIP, CWCOC and WSDOT shall certify that the metropolitan transportation planning process is being carried out in accordance with all applicable federal planning requirements (23 CFR 450.334). In addition, FHWA and FTA jointly review and evaluate the planning process no less than once every four (4) years. CWCOC is responsible for ensuring compliance with the applicable federal regulations, and agrees to coordinate with WSDOT and RIVER CITIES throughout the federal certification process.

## **SECTION 4: TRANSPORTATION PLANNING**

### **4.1 Metropolitan Transportation Plan (MTP)**

The MTP published as the Regional Transportation Plan is the comprehensive transportation planning document for the LONGVIEW-KELSO-RAINIER MPA. As the designated MPO, CWCOC agrees to prepare, adopt, and maintain a MTP in accordance with 23 USC 134, 23 CFR 450, and 49 USC 5303(i). The Parties agree to work together cooperatively to validate data utilized in preparing other existing modal plans for providing input into the MTP. CWCOC agrees to transmit the adopted MTP for use by WSDOT, RIVER CITIES, FHWA, and the FTA.

**4.1.1** The Parties agree to monitor internal plans, studies, and other activities to identify potential issues or conflicts with the MTP and will work together to take actions with a goal to resolve any potential issues or conflicts. WSDOT and RIVER CITIES agree to provide technical assistance, review, and input data, and information to CWCOC during the development or amendment of the MTP.

**4.1.2** CWCOC agrees to consult and coordinate with WSDOT and RIVER CITIES during the MTP update process to ensure continued consistency between the State Transportation Plan (23 USC 450.214) and the

long-range transit plan (49 USC 5303). 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.

**4.1.3** MTP amendments are generally undertaken for purposes that include, but are not limited to, adding, deleting, significantly changing a regionally significant project, or changing a project between scheduled MTP updates to maintain no less than a 20-year planning horizon as of the effective date of the MTP. The effective date is the date of MTP adoption. CWCOC will ensure that MTP amendments adhere to relevant federal planning requirements and are developed and adopted through the metropolitan transportation planning process. When CWCOC determines that an update of the MTP is necessary, it will notify WSDOT and RIVER CITIES in writing. This notification shall include information regarding both the update process and the schedule that CWCOC intends to follow. CWCOC will consult and coordinate with WSDOT and RIVER CITIES as it develops potential modifications to the MTP. After the CWCOC Board's approval of such plan updates, CWCOC will notify and transmit to WSDOT and RIVER CITIES the final Board approved MTP.

## **4.2 Statewide Plans**

The State also develops plans, including statewide transportation plans, in compliance with federal regulations in order to receive particular federal funds. These plans include, but are not limited to:

- a) The Washington Transportation Plan 2040, Phase II
- b) Freight Mobility Plan
- c) Aviation System Plan
- d) Highway System Plan
- e) Washington State Public Transportation Plan

**4.2.1** When WSDOT determines that an update or modification to a portion of these statewide plans, policies, and performance measures and targets that specifically relates to the LONGVIEW-KELSO-RAINIER MPA is necessary, it will notify CWCOC in writing. This notification will include information regarding both the process and schedule WSDOT intends to follow. WSDOT will consult and coordinate with MPOs, including CWCOC, and with RIVER CITIES during this process to assure continued consistency with the MTP. Upon approval of such updates, WSDOT will formally notify CWCOC in writing of the final content of the updates, and CWCOC will notify RIVER CITIES in writing of the final content of the public transportation updates.

**4.2.2** WSDOT and CWCOC will ensure that all statewide transportation plan components and elements that relate to the LONGVIEW-KELSO-RAINIER MPA and the region's MTP shall be consistent. WSDOT agrees that the statewide transportation plan, in relation to the LONGVIEW-KELSO-RAINIER MPA, shall be developed in cooperation with CWCOC, as required by 23 CFR 450.214(f). 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 two (2) year biennial budget request to the legislature pursuant to RCW 47.06.050.

## **4.3 Local Coordinated Public Transportation Human Services Transportation Plan (CPTHSTP)**

The Parties shall ensure coordination and consistency between the local coordinated CPTHSTP and other statewide and regional planning processes as set forth in 23 CFR 450 and 49 CFR 613. CWCOC shall lead the development of the CPTHSTP in partnership with RIVER CITIES and other providers of human services transportation.

## **4.4 Roadway Functional Classification**

CWCOC agrees to assist WSDOT in developing and maintaining the FHWA Functional Classification system, and to provide comments to WSDOT regarding requests from local agencies to designate a roadway or to change the designation of a roadway pursuant to applicable guidelines. WSDOT shall consider comments from CWCOC and shall give consideration to criteria consistent with RCW 47.05.021 and federal regulations relating to the functional classification of highways. The MPO TAC will review local agency roadway reclassification requests and will forward recommendations to WSDOT for action.

#### **4.5 Transportation Planning Studies and Project Development**

The Parties agree to cooperate on the identification, conduct, and completion of major corridor and subarea studies to assure effective integration of long- and short-range planning and to refine the MTP, as consistent with the provisions of 23 CFR 450.212 and 23 CFR 450.318. The Parties also agree to coordinate in identifying project planning needs as part of CWCOG's Unified Planning Work Program development process.

**4.5.1** The Parties agree to enter into additional work agreements, when needed, to complete mutually identified transportation planning studies and project development activities.

#### **4.6 Procedures for Reviewing Mutual Plans**

The Parties agree to review and provide comments as appropriate on mutual plans. The purpose of this review is not part of a formal approval process, but rather to help ensure regional consistency. The Parties agree to work cooperatively to address discrepancies when they are identified.

#### **4.7 Performance Management**

Performance management will transform the regional transportation system and will provide a means to the most efficient investment of Federal transportation funds through performance-based planning and programming. The CWCOG shall establish performance measures and targets in the MTP in consultation with WSDOT and RIVER CITIES in accordance with 23 USC 150(c) and (d). Selection of performance measures and targets shall be coordinated with WSDOT and RIVER CITIES to the maximum extent practicable. The Parties agree to share performance information and data on a periodic basis to report regional transportation system performance in accordance with 23 USC 150(e).

### **SECTION 5: TRANSPORTATION PROGRAMMING**

#### **5.1 Regional Transportation Improvement Program (RTIP)**

The CWCOG, in cooperation with WSDOT and RIVER CITIES, is responsible for developing, adopting, and maintaining an approved four-year RTIP pursuant to 23 CFR 450.324. The RTIP must include but is not limited to all projects that have been approved and programmed by CWCOG for federal funding and projects with committed federal funds after having been found consistent with the MTP. Upon approval by the CWCOG Board and the Governor of Washington, the RTIP shall be included without change, directly or by reference, into the State Transportation Improvement Program as required under 23 USC 135.

The RTIP 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 conformity purposes, the RTIP shall include all regionally significant projects proposed to be funded with federal funds other than those administered by the FHWA and FTA, as well as all regionally significant projects to be funded with non-Federal funds. The four (4) year RTIP must be financially constrained to those funds that are available or reasonably expected to be available during that timeframe.

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

**5.1.1** At least every two (2) years, CWCOG shall cooperatively develop and/or update a regional four (4) year RTIP for all federally funded projects and regionally significant transportation projects regardless of funding source. CWCOG shall develop the RTIP through a cooperative process involving WSDOT and RIVER CITIES. In accordance with federal regulation, the development of CWCOG's RTIP will also be coordinated with other interested parties, per CWCOG's Public Participation Plan. CWCOG's RTIP shall be provided to WSDOT in October of the given CWCOG RTIP-update year, for incorporation into the STIP pursuant to 23 CFR 450.216 (b).

**5.1.2** WSDOT shall work cooperatively with CWCOG in recommending programming and project selection for state transportation projects eligible for federal funding under WSDOT's project selection responsibility, for inclusion in LONGVIEW-KELSO-RAINIER RTIP pursuant to 23 CFR 450.330 (c). The adopted RTIP as approved by the Secretary of Transportation as delegated by the Governor shall be included in the STIP, contingent upon such RTIP meeting approval by the Governor.

**5.1.3** Recommendations for WSDOT's programming of state highway components in the RTIP shall be based on statewide transportation plans and area/corridor specific studies and shall be consistent with and implement the MTP.

**5.1.4** Recommendations will be made by River Cities for programming of transit system components consistent with River Cities' most recently adopted Capital Improvement Program.

**5.1.5** WSDOT and RIVER CITIES agree to provide CWCOG its estimate of available federal and state revenue that can be utilized in developing the RTIP. The Parties agree to work cooperatively to develop final estimates of funds that are reasonably expected to be available to support the RTIP (23 CFR 450.324 (h)), as defined in Section 7.2-Financial Planning.

## **5.2 Statewide Transportation Improvement Program (STIP)**

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.

**5.2.1** WSDOT is responsible for developing the STIP and for incorporating the RTIP (and subsequent amendments) into the STIP on a timely basis. WSDOT agrees to work cooperatively with CWCOG and RIVER CITIES in developing reasonable financial principles, revenue forecasts, and information for the STIP.

**5.2.2** WSDOT agrees to coordinate with FHWA and FTA to develop and adopt procedures and criteria for incorporating STIP and RTIP amendments and administrative modifications into the STIP. CWCOG 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 schedules. WSDOT agrees to transmit STIP related policies, criteria, procedures, and schedules to CWCOG on a timely basis.

**5.2.3** CWCOG agrees to submit requests for STIP/RTIP 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 CWCOG and to submit them to FHWA and FTA for approval.

## **5.3 Annual Listing of Obligated Projects**

The Parties agree to work cooperatively to develop an annual listing of projects within LONGVIEW-KELSO-RAINIER MPA boundary for which federal transportation funds were obligated in the preceding program year. This requirement applies to projects funded with federal funding sources.

**5.3.1** WSDOT and RIVER CITIES agree to provide CWCOG with all project obligation reports within forty-five (45) calendar days of the end of the transportation program year, which is the end of the calendar year. CWCOG agrees to coordinate directly with the WSDOT Highway and Local Programs regarding designated regional fund obligation administration and reporting. CWCOG will publish the annual listing and make it available to WSDOT, RIVER CITIES, and the public as provided in CWCOG's Public Participation Plan within ninety (90) calendar days of the end of such program year.

## **5.4 Program of Projects**

As the designated recipient for the LONGVIEW-KELSO-RAINIER MPA, RIVER CITIES is the designee of the Governor of Washington to receive and apportion federal funds under USC 49.

**5.4.1** As the designated recipient for FTA funds, RIVER CITIES is responsible for developing a program of projects for apportioned FTA funds in the MPA in a manner that is consistent with the requirements of the United States Code and the Code of Federal Regulations (Program of Projects). Annually, RIVER CITIES will provide CWCOG with its recommended Program of Projects for inclusion in the RTIP. RIVER CITIES will notify CWCOG of its intended use of FTA funds apportioned to RIVER CITIES under USC 49 sections 5307, 5310, and 5339 (applicable federal sections) for the upcoming calendar year. RIVER CITIES will utilize a public participation process that complies with 49 USC 5307(b) in developing its Program of Projects.

## **SECTION 6: PUBLIC INVOLVEMENT**

### **6.1 CWCOG Public Participation Plan**

CWCOG will proactively develop, adopt, periodically update, and implement a Public Participation Plan, including a Public Involvement Policy in accordance with 23 USC 134 (i) (5) and 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.

### **6.2 RIVER CITIES Public Participation Plan**

RIVER CITIES will use its own public participation policy in its transportation planning process to provide citizens, affected public agencies, and all interested Parties with reasonable opportunity to be involved in the public transportation planning process and to review and comment at key decision points as specified in 23 CFR 450.316. RIVER CITIES agrees, to the maximum extent practicable, to coordinate its outreach activities related to transit planning with CWCOG and WSDOT.

### **6.3 WSDOT Public Participation Plan**

WSDOT will develop and use a documented public involvement process that provides opportunities for public review and comment at key decision points, as required to comply with 23 CFR 450.210. To coordinate effective planning and programming activities, WSDOT, to the maximum extent practicable, will coordinate public information efforts with CWCOG and RIVER CITIES, and seek joint opportunities for public involvement.

## **SECTION 7: FINANCIAL PLANNING AND FUNDING**

### **7.1 Distribution of Planning Funds**

In consultation with CWCOG, WSDOT agrees to develop, implement, and periodically review a transparent process for the distribution of FHWA and FTA planning funds to CWCOG. CWCOG agrees to work cooperatively with WSDOT in this process. WSDOT agrees to coordinate with FHWA and FTA to develop procedures for the efficient and timely transfer of funds to CWCOG.

**7.1.1** As provided under 23 USC 104(f) (4) (A), WSDOT has the responsibility to allocate the FHWA Metropolitan Planning (PL) grant funds to MPOs. As required by 23 CFR 420.109, WSDOT shall make all PL funds authorized by 23 USC 104(f) available to CWCOG in accordance with a formula developed by WSDOT, in consultation with the MPOs, and the allocation approved by the FHWA Division Administrator.

**7.1.2** WSDOT also has the responsibility under 49 USC 5305(d) (2) to allocate the FTA Metropolitan Planning 49 USC 5303 grant funds to CWCOG. Amounts apportioned to WSDOT shall be made available no later than thirty (30) calendar days after the date of apportionment to the MPO under a formula that considers the population of urbanized areas and provides an appropriate distribution for urbanized areas to carry out a cooperative planning process. WSDOT shall develop the formula in cooperation with MPOs, including CWCOG, and the allocation with approval by the FTA Regional Administrator.

### **7.2 Financial Planning**

A "Financial Plan" is documentation to be included with a MTP and RTIP that demonstrates the consistency between reasonably available and projected sources of federal, state, local, and private revenues, and the costs of implementing proposed transportation system improvements (23 CFR 450.104).

**7.2.1** Federal requirements for financial planning are defined in 23 CFR 450.314 (metropolitan planning agreements), 23 CFR 450.322 (development and content of the metropolitan transportation plan), 23 CFR 450.324 (development and content of the transportation improvement program), and 23 CFR 450.332 (annual listing of obligated projects). The Parties agree to cooperatively develop and share information related to the development of financial plans to support these activities.

**7.2.2** In preparing the financial plan, CWCOG shall take into account all projects and strategies proposed for funding under 23 USC 49.53 along with other federal, state, local, and private fund sources. The Parties agree to work cooperatively to develop estimates of revenue that demonstrate financial constraint for the MTP and the RTIP. CWCOG agrees to develop and maintain procedures and methodologies in cooperation with RIVER CITIES and WSDOT for generating revenue forecasts that are consistent with



federal guidance for financial forecasting. WSDOT agrees to provide historical information regarding funding levels and expenditures by county area and available forecasts of future state and federal revenues. RIVER CITIES agrees to provide historical information and forecasts for future funding. In the event that WSDOT and RIVER CITIES provide disparate assumptions for the future availability of federal funds, the Parties agree to work cooperatively to determine a consistent forecasting methodology that demonstrates financial constraint.

### **7.3 Funding Accountability**

CWCOG is responsible for programming all projects that receive federal funds and all regionally significant projects. The Parties agree to work cooperatively to ensure that CWCOG selects projects for funding based on regional priorities and consistent with the MTP. WSDOT agrees to provide quarterly updates on the delivery of funds programmed by CWCOG. CWCOG agrees to develop, implement, and periodically review strategies to ensure delivery of programmed funds within its programming area.

### **7.4 Sub-allocation of Federal Funds**

CWCOG is responsible for selecting and programming projects from specified federal funds that are sub-allocated to CWCOG by WSDOT. WSDOT is responsible for determining the sub-allocation amounts, in consultation with CWCOG and other MPOs statewide. WSDOT agrees to develop, implement, and periodically review an accounting process for sub-allocating Surface Transportation Program 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 CWCOG 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.

**7.4.1** For federal funds where RIVER CITIES is the designated recipient as determined by the Governor of Washington, RIVER CITIES agrees to administer the sub-allocation of said funds to local municipalities and subdivisions of the State of Washington consistent with the STIP.

## **SECTION 8: MISCELLANEOUS PROVISIONS**

### **8.1 Replacement Clause**

This AGREEMENT fully supersedes and replaces any applicable Transportation Planning Agreement (TPA) between CWCOG and WSDOT, and between CWCOG and RIVER CITIES.

### **8.2 Dispute Resolution**

In the event that a dispute arises under this Agreement, it shall be resolved as follows: The Parties shall each appoint a member to a Disputes Resolution Board (DRB), except that LONGVIEW shall appoint one member to represent both LONGVIEW and CTA; these three members shall select a fourth (neutral) board member not affiliated with any of the Parties. The DRB shall conduct a dispute resolution hearing that shall be informal, non-binding, and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the fourth DRB member; however, each Party shall be responsible for its own costs and fees.

### **8.3 Amendments and Modifications**

Any Party may request changes to this AGREEMENT at any time by written notice to the other Parties. Such changes as are mutually agreed upon by and between the Parties shall be incorporated by written amendment to this AGREEMENT.

### **8.4 Severability**

If any of the provisions of this AGREEMENT are held to be illegal, invalid, or unenforceable, all other provisions shall remain in full force and effect.

### **8.5 Execution and Term**

This AGREEMENT, including any amendments incorporated into the AGREEMENT, shall remain in full force and effect for five (5) years unless terminated by a Party's governing body, which termination may be for cause or convenience upon ninety (90) days advance written notice. This AGREEMENT shall take effect immediately upon execution by the last signing Party. Any official notifications between the Parties to

this AGREEMENT that would affect the terms or conditions of this AGREEMENT shall be directed to the Agreement Managers as noted below:

Washington State Department of Transportation (WSDOT)  
Attn: Secretary of Transportation  
P.O. Box 47316  
Olympia, WA 98504-7316

Cowlitz-Wahkiakum Council of Governments (CWCOG)  
Attn: Executive Director  
Administration Annex  
207 4<sup>th</sup> Avenue North  
Kelso, WA 98626

City of Longview  
Attn: City Manager  
PO Box 128  
Longview, WA 98632

Cowlitz Transit Authority  
Attn: Transit Manager  
254 Oregon Way  
Longview, WA 98668

#### **8.6 Authority to Sign**

The signatories below represent that they have authority to sign this AGREEMENT and bind their respective entities thereto.

#### **8.7 Recitals**

The recitals are hereby incorporated into this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the date signed last by the Parties below.

WASHINGTON STATE DEPARTMENT  
OF TRANSPORTATION

CITY OF LONGVIEW

\_\_\_\_\_  
Roger Millar, Secretary of Transportation

Date\_\_\_\_\_

APPROVED AS TO FORM FOR WSDOT:

\_\_\_\_\_  
Susan Cruise  
Assistant Attorney General

Date\_\_\_\_\_

COWLITZ-WAHKIAKUM COUNCIL OF  
GOVERNMENTS

\_\_\_\_\_  
William A. Fashing, Executive Director

Date\_\_\_\_\_

APPROVED AS TO FORM FOR CWCOG

\_\_\_\_\_  
Business Administrator

Date\_\_\_\_\_

\_\_\_\_\_  
David M. Campbell, City Manager

Date\_\_\_\_\_

APPROVED AT TO FORM FOR LONGVIEW:

\_\_\_\_\_  
James McNamara, City Attorney

Date\_\_\_\_\_

COWLITZ PUBLIC TRANSPORTATION BENEFIT  
AREA

\_\_\_\_\_  
Dennis P. Weber, Chairperson

Date\_\_\_\_\_

APPROVED AS TO FORM FOR CTA

\_\_\_\_\_  
Legal Counsel

Date\_\_\_\_\_