

**AGREEMENT RELATING TO MUTUAL RESPONSIBILITIES  
IN CARRYING OUT THE METROPOLITAN TRANSPORTATION PLANNING PROCESS IN THE  
THURSTON REGIONAL PLANNING COUNCIL METROPOLITAN PLANNING AREA**

**GCB 1367**

This AGREEMENT is entered into by the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "WSDOT"), Thurston Regional Planning Council (hereinafter referred to as "TRPC") and Thurston County Public Transportation Benefit Area Authority (hereinafter referred to as "INTERCITY TRANSIT") collectively referred to as the "Parties" and individually as "Party" in this AGREEMENT.

**RECITALS**

WHEREAS, TRPC as the Metropolitan Planning Organization (MPO) designated for the TRPC 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, INTERCITY TRANSIT pursuant to RCW 36.57A, is the sole public transit operator within the MPA and a designated recipient of federal transit funding within the Olympia-Lacey, WA Urbanized Area (UZA); and

WHEREAS, the Parties desire to ensure a continuing, cooperative, and comprehensive transportation planning process ("3-C" Process) for the TRPC - MPA that involves cooperation and coordination between and among TRPC, WSDOT, and INTERCITY TRANSIT; 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 TRPC; and

WHEREAS, it is mandated and consistent with federal requirements to formalize the roles and responsibilities of TRPC, WSDOT, and INTERCITY TRANSIT 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), and 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**

TRPC, WSDOT, and INTERCITY TRANSIT 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 TRPC**

The Parties agree that TRPC, a voluntary cooperative association administered by a joint board in accordance with RCW 39.34.030, is the single MPO designated by the Governor of Washington for the TRPC MPA. TRPC 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 INTERCITY TRANSIT**

INTERCITY TRANSIT is a public transportation benefit area and municipal corporation pursuant to RCW 36.57A. In the creation of INTERCITY TRANSIT, component cities and the county of the Thurston County Public Transportation Benefit Area transferred all rights to construct and operate public transit to INTERCITY TRANSIT. Consistent with authority granted by the Legislature, INTERCITY TRANSIT 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 INTERCITY TRANSIT to be an eligible recipient of certain federal funds.

**2.3.1** Intercity Transit tracks, reports and manages programs and projects according to public transportation system six-year plans adopted by legislature authority pursuant to RCW 35.58.2795. This plan submitted in September of each year sets forth those projects of regional significance for inclusion in the transportation improvement program within the region and those policy recommendations affecting public transportation contained in the state transportation policy plan approved by the state transportation commission and, where appropriate, adopted by the legislature.

### **2.4 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.

**2.4.1** 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**

TRPC, in cooperation with WSDOT and INTERCITY TRANSIT, conducts a metropolitan transportation 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 TRPC Board and Committee Structure**

TRPC operates as a Council of Governments that has adopted Bylaws establishing its officers, voting procedures, committees, public participation, and related matters (TRPC Board). INTERCITY TRANSIT participates as a voting member of TRPC.

**3.2.1** As the MPO, TRPC promotes cooperative and coordinated transportation planning/programming processes, adopts a Regional Transportation Plan (RTP), selects and programs transportation grant funds as directed by federal and state law, holds meetings, appoints committees and task forces, and performs other duties pursuant to applicable federal and state laws.

**3.2.2** TRPC is supported by a Transportation Policy Board (TPB), which recommends and guides the regional transportation planning program in accordance with TRPC policy. The regional planning program includes those tasks to carry-out 23 CFR 450 Subpart C, which include transportation policy development, the development of regional transportation plans and the programming of transportation projects for funding. TRPC is responsible for coordination and administration of the TPB. WSDOT and INTERCITY TRANSIT are both voting members of the TPB, and agree to provide information and updates to the TPB about their respective plans, studies, and programs.

### **3.3 TRPC Unified Planning Work Program**

On an annual or biennial basis, TRPC shall develop a Unified Planning Work Program (UPWP) consistent with 23 CFR 450.308, that describes how it will satisfy its state and federal planning requirements. To the extent practicable, it will also include all major transportation and related public transportation planning activities in the MPA for the next one (1) or two (2) year period. The UPWP shall include a budget that outlines TRPC's work activities to be conducted, the schedule for completion 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, TRPC, in cooperation with WSDOT, INTERCITY TRANSIT, and the local jurisdictions and other members of TRPC, will prepare the UPWP as required by 23 CFR 450.308. The UPWP will be reviewed by the TPB, distributed for public review consistent with the TRPC Public Participation Plan, and approved by TRPC. The UPWP and budget may be amended at any time by TRPC 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 TRPC 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 TRPC for the following State fiscal year.

**3.3.3** TRPC agrees to coordinate with WSDOT and INTERCITY TRANSIT in developing and preparing the UPWP work program. INTERCITY TRANSIT agrees to provide TRPC with the public transportation planning components for the area within INTERCITY TRANSIT's benefit area and WSDOT agrees to provide TRPC with the State's transportation planning work components within the TRPC 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 TRPC as agreed to between TRPC and the Governor of Washington. The TRPC planning process is conducted within the defined MPA boundary.

**3.4.1** The MPA boundary will be reviewed by TRPC 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** TRPC shall prepare and maintain a description and map of the current TRPC 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, TRPC shall periodically provide WSDOT and INTERCITY TRANSIT with current and forecasted demographic, economic, transportation, and other appropriate data as is mutually agreed upon by the Parties. Data distributed by TRPC for these purposes will be considered the official regional data set for the purposes of regional transportation planning, programming and air-quality conformity analysis (Data). Requests for Data to TRPC (Data Request(s)) will be coordinated and processed according to TRPC's established Data Request policy. Requests for Data to WSDOT and INTERCITY TRANSIT (Data Request(s)) will be coordinated and processed according to their established Data Request procedures.

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

TRPC develops, maintains, and updates the regional travel demand model that is used for the RTP and TIP, transportation studies, and for evaluating transportation related air quality impacts within the TRPC MPA. TRPC agrees to consult with WSDOT and INTERCITY TRANSIT regarding various modeling issues, including software platforms, data requirements, and overall model performance for such regional travel demand model. TRPC agrees to provide the model and information from the model to WSDOT and INTERCITY TRANSIT for their own planning purposes. Data distributed by TRPC for these purposes will be considered the official regional travel demand model for the purposes of regional transportation planning, programming and air-quality conformity analysis. Data Requests from WSDOT and INTERCITY TRANSIT for model information will be jointly coordinated and processed according to TRPC's established data request policy.

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

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

At least every year and as part of the submittal of the proposed TIP, TRPC 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. TRPC is responsible for ensuring compliance with the applicable federal regulations, and agrees to coordinate with WSDOT and INTERCITY TRANSIT throughout the federal certification process.

## **SECTION 4: TRANSPORTATION PLANNING**

### **4.1 Regional Transportation Plan (RTP)**

The RTP is the comprehensive transportation planning document for the TRPC MPA. As the designated MPO, TRPC agrees to prepare, adopt, and maintain an RTP 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 RTP. TRPC agrees to transmit the adopted RTP for use by WSDOT, INTERCITY TRANSIT, the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA).

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

**4.1.2** TRPC agrees to consult and coordinate with WSDOT and INTERCITY TRANSIT during the RTP 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** RTP 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 RTP updates to maintain no less than a 20- year planning horizon as of the effective date of the RTP. The effective date is the date of RTP adoption unless the planning horizon is extended through a formal amendment process, in which case the effective date is the date of the amendment adoption. TRPC will ensure that RTP amendments adhere to relevant federal planning requirements and are developed and adopted through the metropolitan transportation planning process. When TRPC determines that an update of the RTP is necessary, it will notify WSDOT and INTERCITY TRANSIT through its representatives on the TRPC and the TPB. This notification shall include information regarding both the update process and the schedule that TRPC intends to follow. TRPC will consult and coordinate with WSDOT and INTERCITY TRANSIT as it develops potential modifications to the RTP. After TRPC approval of such plan updates, TRPC will notify and transmit to WSDOT and INTERCITY TRANSIT the final approved RTP.

## **4.2 Statewide Plans**

The State of Washington also develops plans, including statewide transportation plans, in compliance with federal regulations in order to receive particular federal funds. These plans include:

a) The Long-Range Statewide Transportation Plan that the Washington State Department of Transportation is committed to update as per the stewardship agreement with the Federal Highway Administration and the Federal Transit Administration. This plan is a requirement that allows the state to receive federal surface transportation funds for cities, counties, and state highways;

b) The Strategic Highway Safety Plan (Target Zero) that is developed in cooperation with Target Zero partners, including the Washington State Traffic Commission, the Washington State Patrol, and the Washington State Department of Transportation. It is necessary for this plan to comply with regulations from the Federal Highway Administration, for the state to be eligible to receive federal funds for highway safety improvements; and

c) The State Rail Plan that is developed by the Washington State Department of Transportation in compliance with the Federal Rail Administration regulations. This plan is a requirement that allows the state to receive federal funds for freight rail improvements.

**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 TRPC MPA is necessary, it will notify TRPC 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 TRPC, and with INTERCITY TRANSIT during this process to assure continued consistency with the RTP. Upon approval of such updates, WSDOT will formally notify TRPC in writing of the final content of the updates.

**4.2.2** WSDOT and TRPC will ensure that all statewide transportation plan components and elements that relate to the TRPC MPA and the region's RTP shall be consistent. WSDOT agrees that the statewide transportation plan, in relation to the TRPC MPA, shall be developed in cooperation with TRPC,

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 Air Quality Conformity**

TRPC is responsible for compliance with Section 176(c) of the Clean Air Act (42 USC 7506) by coordinating the development of transportation plans and improvement programs with the State Implementation Plan (SIP) development process. TRPC shall meet minimum Federal conformity provisions as set forth in 40 CFR 93. The Parties agree to participate in periodic interagency consultation meetings to ensure compliance of plans and programs with Federal conformity provisions.

**4.3.1** TRPC agrees to develop and maintain a written agreement with the Olympic Region Clean Air Agency (ORCAA), describing the respective roles and responsibilities for air quality related transportation planning. WSDOT and INTERCITY TRANSIT agree to provide available data to TRPC for regional and hot spot air quality analyses.

#### **4.4 Local Coordinated Human Services Transportation Plan (HSTP)**

The Parties shall ensure coordination and consistency between the local coordinated Human Services Transportation Plan (HSTP) and other statewide and regional planning processes as set forth in 23 CFR part 450 and 49 CFR part 613. TRPC shall lead the development of the HSTP in partnership with INTERCITY TRANSIT and other providers of human services transportation.

#### **4.5 Roadway Functional Classification**

TRPC 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 TRPC and shall give consideration to criteria consistent with RCW 47.05.021 and federal regulations relating to the functional classification of highways. TRPC will review local agency roadway reclassification requests and will forward recommendations to WSDOT for its consideration consistent with RCW 47.05.021.

#### **4.6 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 RTP, 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 TRPC's Unified Planning Work Program development process.

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

#### **4.7 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.

#### **4.8 Performance Management**

Performance management seeks to optimize the regional transportation system and will provide a means to the most efficient investment of Federal transportation funds through performance-based planning and programming. TRPC shall establish performance measures and targets that support the RTP in consultation with WSDOT and INTERCITY TRANSIT in accordance with 23 USC 150(c) and (d). Selection of performance measures and targets shall be coordinated with WSDOT and INTERCITY TRANSIT 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 Transportation Improvement Program (TIP)**

The TRPC, in cooperation with WSDOT and INTERCITY TRANSIT, is responsible for developing, adopting and maintaining an approved four-year regional TIP pursuant to 23 CFR 450.324. The TIP must include but is not limited to all projects that have been approved and programmed by TRPC for federal funding and projects with committed federal funds after having been found consistent with applicable state and federal planning and air quality requirements, and also after having been found consistent with the RTP. Upon approval by the TRPC and the Governor, WSDOT shall include the TIP without change, directly or by reference, into the State Transportation Improvement Program as required under 23 USC 135.

The TRPC shall ensure that the TIP contains 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 TRPC shall ensure that the TIP includes 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 regional TIP must be financially constrained to those funds that are available or reasonably expected to be available during that timeframe.

If applicable, the TRPC shall ensure that the TIP includes reporting on performance and implementation results relative to RTP performance goals, measures and targets.

**5.1.1** At least every two (2) years, TRPC shall cooperatively develop and/or update a regional four (4) - year TIP for all federally funded projects and regionally significant transportation projects regardless of funding source. TRPC shall develop the TIP through a cooperative process involving WSDOT and INTERCITY TRANSIT. In accordance with federal regulation, the development of TRPC's TIP will also be coordinated with other interested parties, per TRPC's Public Involvement Plan. TRPC's TIP shall be provided to WSDOT in October of the given TRPC TIP-update year, for incorporation into the STIP pursuant to 23 CFR 450 216 (b).

**5.1.2** WSDOT shall work cooperatively with TRPC in recommending programming and project selection for state transportation projects eligible for federal funding under WSDOT's project selection responsibility, for inclusion in TRPC's TIP pursuant to 23 CFR 450.330 (c). The TIP as approved by the Secretary of Transportation as delegated by the Governor shall be included in the STIP by WSDOT.

**5.1.3** Recommendations will be made by WSDOT for programming of state highway components in the TIP and shall be based on statewide transportation plans and area/corridor specific studies and shall be consistent with and implement the RTP.

**5.1.4** Recommendations will be made by INTERCITY TRANSIT for programming of transit system components and shall be consistent with INTERCITY TRANSIT's most recent Capital Improvement Program as adopted by INTERCITY TRANSIT, or as otherwise provided by INTERCITY TRANSIT.

**5.1.5** WSDOT and INTERCITY TRANSIT agree to provide TRPC their 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 450.324 (h)), as defined in Section 7.2-Financial Planning.

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

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 TIP (and subsequent amendments) into the STIP on a timely basis. WSDOT agrees to work cooperatively with TRPC and INTERCITY TRANSIT 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 TIP amendments and administrative modifications into the STIP. TRPC 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 TRPC on a timely basis.

**5.2.3** TRPC 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 TRPC 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 TRPC's 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 INTERCITY TRANSIT agree to provide TRPC 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. TRPC agrees to coordinate directly with the WSDOT Highway and Local Programs regarding designated regional fund obligation administration and reporting. TRPC will publish the annual listing and make it available to WSDOT, INTERCITY TRANSIT, and the public as provided in TRPC's Public Participation Plan within ninety (90) calendar days of the end of such program year.

### **5.4 INTERCITY TRANSIT Program of Projects**

As the designated recipient for the TRPC MPA, INTERCITY TRANSIT is the entity designated by the Governor of Washington to receive and apportion federal funds for the UZA under Title 49 USC.

**5.4.1** As the designated recipient for FTA funds, INTERCITY TRANSIT is responsible for developing a program of projects for apportioned FTA funds in the UZA, in a manner that is consistent with the requirements of the United States Code and the Code of Federal Regulations (Program of Projects). Annually, INTERCITY TRANSIT will provide TRPC with its recommended Program of Projects for inclusion in the TIP. INTERCITY TRANSIT will notify TRPC of its intended use of FTA funds apportioned to INTERCITY TRANSIT under 49 U.S. sections 5307, 5310 and 5339 (applicable federal sections) for the upcoming calendar year. INTERCITY TRANSIT 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 TRPC Public Participation Plan**

TRPC 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 (TRPC Public Participation Plan). 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 INTERCITY TRANSIT Public Participation Plan**

INTERCITY TRANSIT 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. INTERCITY TRANSIT agrees, to the maximum extent practicable, to coordinate its outreach activities related to transportation planning with TRPC and WSDOT.

### **6.3 WSDOT Public Participation**

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 TRPC and INTERCITY TRANSIT, and seek joint opportunities for public involvement.

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

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

In consultation with TRPC, WSDOT agrees to develop, implement, and periodically review a transparent process for the distribution of FHWA and FTA planning funds to TRPC. TRPC 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 TRPC.

**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 U.S.C. 104(f) available to TRPC 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 TRPC. 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 TRPC; and, the allocation with approval by the FTA Regional Administrator.

### **7.2 Financial Planning**

A "Financial Plan" is documentation to be included with a RTP, and TIP 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, TRPC shall take into account all projects and strategies proposed for funding under 23 USC, title 49 USC Chapter 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 RTP and the TIP. TRPC agrees to develop and maintain procedures and methodologies, in cooperation with INTERCITY TRANSIT 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. INTERCITY TRANSIT agrees to provide historical information and forecasts for future funding. In the event that WSDOT and INTERCITY TRANSIT 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**

TRPC is responsible for programming all projects that receive federal funds and all regionally significant projects. The Parties agree to work cooperatively to ensure that TRPC selects projects for funding based on regional priorities and consistent with the RTP. WSDOT agrees to provide quarterly updates on the delivery of funds programmed by TRPC. TRPC 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**

TRPC is responsible for selecting and programming projects from specified federal funds that are sub-allocated to TRPC by WSDOT. WSDOT is responsible for determining the sub-allocation amounts, in consultation with TRPC and other MPOs statewide. WSDOT agrees to develop, implement, and periodically review an accounting process for sub-allocating Surface Transportation Program STP, Congestion Management and Air Quality (CMAQ), 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 TRPC 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 INTERCITY TRANSIT is the designated recipient as determined by the Governor of Washington, INTERCITY TRANSIT 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 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), 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 the 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.

#### **8.2 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.

#### **8.3 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.

#### **8.4 Execution and Term**

This AGREEMENT, including any amendments incorporated into the AGREEMENT, shall remain in full force and effect for five (5) years from the date last signed by the Parties 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: Secretary of Transportation  
P.O. Box 47316  
Olympia, WA 98504-7316

Thurston Regional Planning Council (TRPC)  
Attn: Lon Wyrick, Executive Director  
2424 Heritage Court SW, Suite A

Olympia, WA 98502

Intercity Transit  
Attn: Ann Freeman-Manzanares, General Manager  
222 State Avenue NE  
Olympia, WA 98501

**8.5 Authority to Sign**

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

**8.6 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



*Roger Mittar Acting*  
~~Lynn Peterson~~, Secretary of Transportation

Date 3/4/16

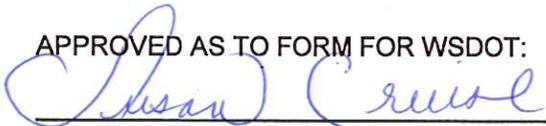
INTERCITY TRANSIT



Ann Freeman-Manzanares, General Manager

Date 2/19/16

APPROVED AS TO FORM FOR WSDOT:



Susan Cruise  
Assistant Attorney General

Date January 27, 2016

THURSTON REGIONAL PLANNING COUNCIL



Lon Wyrick, Executive Director

Date 2-8-16

APPROVED AS TO FORM

Thurston Regional Planning Council  
Legal Counsel

Date \_\_\_\_\_