



STAFF REPORT/RESOLUTION

TO: Southwest Washington Regional Transportation Council Board of Directors
FROM: Matt Ransom, Executive Director *MR*
DATE: July 29, 2014
SUBJECT: **Metropolitan Planning Agreement, Resolution 08-14-14**

AT A GLANCE - ACTION

The RTC Board is asked to authorize the Executive Director to enter into a Metropolitan Planning Agreement with the Washington State Department of Transportation (WSDOT) and the Clark County Public Transit Benefit Authority (C-TRAN) to fulfill the requirements of federal code 23 USC Part 450.314. The Metropolitan Planning Agreement documents coordination and consultation processes and expectations among RTC, WSDOT, and C-TRAN to carry out respective federal transportation planning requirements.

INTRODUCTION

Metropolitan Planning Organizations such as the RTC, are required to enter into a Metropolitan Planning Agreement (Agreement) with the State (WSDOT) and the public transportation operator (C-TRAN) to define roles and responsibilities for carrying out mutual responsibilities of metropolitan transportation planning as set-forth in federal law (Title 23 CFR § 450 Subpart C).

CURRENT AGREEMENTS

RTC has two existing Agreements in place; one each with WSDOT and C-TRAN. These Agreements were enacted as follows: C-TRAN (February 1995) and WSDOT (November 1995). Since adoption of those Agreements, the applicable federal laws and administrative procedures have evolved or changed, and the Agreements have not been updated to reflect the new federal metropolitan transportation planning requirements.

RTC was notified during its most recent FHWA/FTA Transportation Certification Review (the four-year review to certify RTC's federal planning program compliance) that the existing Agreements were outdated and needed to be revised and updated to reflect new federal policies and best practices. The Certification Review *Corrective Action* notice was issued in March 2013. Since that notification, RTC, WSDOT, and C-TRAN have been cooperatively consulting in regards to the scope of revisions needed to enter into a new Agreement.

PROPOSED AGREEMENT

The proposed Agreement has been modified and expanded to accomplish three primary objectives. Those objectives are briefly summarized as follows: 1) the proposed Agreement is consolidated into a three-party agreement (RTC, WSDOT, C-TRAN) which aligns with best practices recommendations of FHWA and FTA; 2) the proposed Agreement describes the scope

and responsibilities of each party to reflect current federal policy (i.e. MAP-21 provisions) and provides a more thorough description of agency responsibilities and performance timelines in order to promote transparency and collaboration; and 3) the scope of the Agreement is expanded to cover select agency responsibilities for Regional Transportation Planning Organization coordination in order to promote efficiencies in service delivery to implement Chapter 47.80 RCW.

POLICY IMPLICATION

Approval of the Metropolitan Planning Agreement will fulfill three primary policy objectives: 1) bring RTC in compliance with administrative requirements of the applicable federal rules governing Metropolitan Planning Organizations; 2) resolve the outstanding Certification Review *Corrective Action*; and 3) create a unified agreement to promote recurring and transparent coordination among RTC, WSDOT, and C-TRAN in mutual fulfillment of applicable federal transportation planning requirements.

BUDGET IMPLICATION

None. The Agreement lays out the coordination processes and expectations among respective parties. RTC budget required to carry out the administration of the Agreement and functions described therein are separately approved by the Board with the annual adoption of the RTC Annual Budget and is further described in the annual Unified Planning Work Program.

ACTION REQUESTED

Adoption of Resolution 08-14-14, “Metropolitan Planning Agreement” and authorizing the Executive Director to sign the attached Agreement.

ADOPTED this _____ day of _____ 2014,
by the Southwest Washington Regional Transportation Council.

SOUTHWEST WASHINGTON
REGIONAL TRANSPORTATION COUNCIL

ATTEST:

Jack Burkman
Chair of the Board

Matt Ransom
Executive Director

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

GCB _____

This AGREEMENT is entered into by the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) Southwest Washington Regional Transportation Council (RTC), and the Clark County Public Transportation Benefit Area (C-TRAN), collectively referred to as the "Parties" and individually as "Party" in this AGREEMENT.

RECITALS

WHEREAS, RTC as the Metropolitan Planning Organization (MPO) designated for the RTC 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, C-TRAN as a public transportation benefit area authority pursuant to RCW 36.57A, is the sole public transit operator within the MPA and the designated recipient of federal transit funding within the Portland-Vancouver, OR-WA Urbanized Area (UZA); and

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

WHEREAS, WSDOT is responsible to 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 RTC; and

WHEREAS, it is desirable and consistent with federal requirements to formalize the roles and responsibilities of RTC, WSDOT, and C-TRAN 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 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), and the annual listing of obligated projects.

SECTION 2: AUTHORITY

2.1 Compliance with Applicable Laws and Regulations

RTC, WSDOT, and C-TRAN 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.

2.2 RTC

The Parties agree that RTC, 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 RTC MPA. RTC 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 C-TRAN

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

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

RTC, in cooperation with WSDOT and C-TRAN, 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 RTC Board and Committee Structure

RTC operates through a Board that has adopted Bylaws establishing its officers, voting procedures, committees, public participation, and related matters. WSDOT and C-TRAN participate as voting members of the RTC Board.

3.2.1 RTC has established a Board of Directors, of which the purpose is to hold meetings, appoint committees and task forces, and generally promote cooperative and coordinated transportation planning/programming processes, to adopt a Regional Transportation Plan, 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 Such Board of Directors has established a Regional Transportation Advisory Committee (RTAC), which coordinates and guides the regional transportation planning program in accordance with Board 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. RTC is responsible for coordination and administration

of the RTAC. WSDOT and C-TRAN agree to provide information and updates to the RTAC about their respective plans, studies, and programs.

3.3 RTC Unified Planning Work Program

On an annual or biennial basis, RTC 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 one (1) or two (2) year period. The UPWP shall include a budget that outlines RTC'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, RTC, in cooperation with WSDOT, C-TRAN, and the local jurisdictions and other members of RTC, will prepare the UPWP as required by 23 CFR 450.308. The work program will be reviewed by the RTAC, distributed for public review consistent with the RTC Public Participation Plan, and approved by the RTC Board. The UPWP and budget may be amended at any time by RTC 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 RTC 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 RTC for the following State fiscal year.

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

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

3.6 Regional Travel Demand Model

RTC develops, maintains, and updates the regional travel demand model that is used for the MTP and TIP, transportation studies, and for evaluating transportation related air quality impacts within the RTC MPA. RTC agrees to consult with WSDOT and C-TRAN regarding various modeling issues, including software platforms, data requirements, and overall model performance for such regional travel demand model. RTC

agrees to provide the model and information from the model to WSDOT and C-TRAN for their own planning purposes. Data distributed by RTC 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 C-TRAN for model information will be jointly coordinated and processed according to RTC's established data request policy.

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

3.7 Self Certification and Federal Certification

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

SECTION 4: TRANSPORTATION PLANNING

4.1 MTP

The MTP is the comprehensive transportation planning document for the RTC MPA. As the designated MPO, RTC 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. RTC agrees to transmit the adopted MTP for informational purposes to WSDOT, C-TRAN, 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 MTP and will work together to take actions with a goal to resolve any potential issues or conflicts. WSDOT and C-TRAN agree to provide technical assistance, data and information to RTC during the development or amendment of the MTP.

4.1.2 RTC agrees to consult and coordinate with WSDOT and C-TRAN 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. RTC will ensure that MTP amendments adhere to relevant federal planning requirements and are developed and adopted through the metropolitan transportation planning process. When RTC determines that an update of the MTP is necessary, it will notify WSDOT and C-TRAN in writing. This notification shall include information regarding both the update process and the schedule that RTC intends to follow. RTC will consult and coordinate with WSDOT and C-TRAN as it develops potential modifications to the MTP. After the RTC Board's approval of such plan updates, RTC will notify and transmit to WSDOT and C-TRAN in writing of 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:

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 RTC MPA is necessary, it will notify RTC 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 RTC, and with C-TRAN during this process to assure continued consistency with the MTP. Upon approval of such updates, WSDOT will formally notify RTC in writing of the final content of the updates.

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

RTC 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. RTC 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 RTC agrees to develop and maintain a written agreement with the Southwest Clean Air Agency (SWCAA), describing the respective roles and responsibilities for air quality related transportation planning. WSDOT and C-TRAN agree to provide available data to RTC for regional and hot spot air quality analyses.

4.4 Congestion Management Process

RTC, as a Transportation Management Area (TMA), pursuant to 23 CFR 450.320 and 23 CFR 500.109, is required to address congestion management through a process that provides for safe and effective integrated management and operation of the multimodal transportation system, based on a cooperatively developed and implemented metropolitan-wide strategy. As part of this process, RTC agrees to cooperatively develop and implement a metropolitan-wide strategy. The RTC shall establish: methods to collect and monitor data and report this data at least annually. RTC will define the congestion management objectives and performance measures in consultation with WSDOT, C-TRAN and metropolitan local agencies.

4.4.1 WSDOT and C-TRAN agree to provide available data to RTC in support of this process. WSDOT and RTC will consider the information resulting from their respective management process activities to the maximum extent practicable, in developing and updating the statewide multimodal transportation plan and the MTP. These plans will inform project selection decisions for updating the STIP and the TIP. WSDOT agrees to cooperate with RTC in the development and implementation of other required or optional management systems or processes under state responsibility as required by law or agreement.

4.5 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. RTC shall lead the development of the HSTP in partnership with C-TRAN

and other providers of human services transportation. RTC, WSDOT and C-TRAN will share information and cooperate to ensure broad public engagement with affected stakeholders.

4.6 Roadway Functional Classification

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

4.7 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 RTC's Unified Planning Work Program development process.

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

4.8 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.

4.9 Performance Management

Performance management will transform the regional transportation planning process and will provide a means to the most efficient investment of Federal transportation funds through performance-based planning and programming. The RTC shall establish performance measures and targets in the MTP in consultation with WSDOT and C-TRAN in accordance with 23 USC 150(c) and (d). Selection of performance measures and targets shall be coordinated with WSDOT and C-TRAN 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 RTC, in cooperation with WSDOT and C-TRAN, 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 RTC 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 MTP. Upon approval by the RTC Board and the Governor, the TIP shall be included without change, directly or by reference, into the State Transportation Improvement Program as required under 23 USC 135.

The TIP shall contain all regionally significant, non-capital surface transportation projects requiring an action by FHWA or the FTA, whether or not the projects are to be funded under title 23 USC or title 49 USC. For public information and conformity purposes, the TIP 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 regional TIP must be financially constrained to those funds that are available or reasonably expected to be available during that time frame.

As applicable, the TIP 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, RTC 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. RTC shall develop the TIP through a cooperative process involving WSDOT and C-TRAN. In accordance with federal regulation, the development of RTC's TIP will also be coordinated with other interested parties, per RTC's Public Involvement Plan. RTC's TIP shall be provided to WSDOT in October of the given RTC TIP-update year, for incorporation into the STIP pursuant to 23 CFR 450 216 (b).

5.1.2 WSDOT shall work cooperatively with RTC in recommending programming and project selection for state transportation projects eligible for federal funding under WSDOT's project selection responsibility, for inclusion in RTC's TIP pursuant to 23 CFR 450.330 (c). The adopted TIP as approved by the Secretary of Transportation as delegated by the Governor shall be included in the STIP, contingent upon such regional TIP meeting conditions of requisite regional air quality conformity findings and approval by the Governor.

5.1.3 Recommendations for WSDOT's programming of state highway components in the TIP 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 for C-TRAN's programming of transit system components based on C-TRAN's most recent Capital Improvement Program as adopted by C-TRAN's Board of Directors and any administrative changes thereto related to funding sources, or as otherwise provided by C-TRAN.

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

5.2 (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 RTC and C-TRAN 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. RTC 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 RTC on a timely basis.

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

5.4 C-TRAN Program of Projects

As the designated recipient for the RTC MPA, C-TRAN is the entity designated by the Governor of Washington to receive and apportion federal funds under Title 49 USC.

5.4.1 As the designated recipient for FTA funds, C-TRAN 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, C-TRAN will provide RTC with its recommended Program of Projects for inclusion in the TIP. C-TRAN will notify RTC of its intended use of FTA funds apportioned to C-TRAN under 49 U.S. sections 5307, 5310 and 5339 (applicable federal sections) for the upcoming calendar year. C-TRAN 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 RTC Public Participation Plan

RTC 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 C-TRAN Public Participation Plan

C-TRAN 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. C-TRAN agrees, to the maximum extent practicable, to coordinate its outreach activities related to transit planning with RTC 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 RTC and C-TRAN, and seek joint opportunities for public involvement.

SECTION 7: FINANCIAL PLANNING AND FUNDING

7.1 Distribution of Planning Funds

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

7.1.1 WSDOT has the responsibility under 23 USC 104(f) (4) (A) to allocate the FHWA Metropolitan Planning (PL) grant funds to the MPOs. As required by 23 CFR 420.109, WSDOT shall make all PL funds authorized by 23 U.S.C. 104(f) available to RTC in accordance with a formula developed by WSDOT, in consultation with the MPOs, and 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 U.S.C 5303) grant funds to RTC. 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 RTC; with approval by the FTA Regional Administrator.

7.2 Financial Planning

A "Financial Plan" is documentation to be included with a MTP, 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(a)).

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, RTC 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 MTP and the TIP. RTC agrees to develop and maintain procedures and methodologies, in cooperation with C-TRAN 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. C-TRAN agrees to provide historical information and forecasts for future funding. In the event that WSDOT and C-TRAN 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

RTC is responsible for programming all projects that receive federal funds and all regionally significant projects. The Parties agree to work cooperatively to ensure that RTC 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 RTC. RTC 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

RTC is responsible for selecting and programming projects from specified federal funds that are sub-allocated to RTC by WSDOT. WSDOT is responsible for determining the sub-allocation amounts, in consultation with RTC 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 RTC 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 C-TRAN is the designated recipient as determined by the Governor of Washington, C-TRAN 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 the related applicable Transportation Planning Agreement (TPA) between RTC and WSDOT dated November 13, 1995, and between RTC and C-TRAN dated February 14, 1995.

8.2 Dispute Resolution

In the event that a dispute arises under this MOA, it shall be resolved as follows: The Parties shall each appoint a member to a disputes board, these three members shall select a fourth (neutral) board member not affiliated with any of the Parties. The four-member board 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 disputes board 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 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

Southwest Washington Regional Transportation Council (RTC)
Attn: Matt Ransom, Executive Director
PO Box 1366
Vancouver, WA 98666-1366

Clark County Public Transportation Benefit Area (C-TRAN)
Attn: Jeff Hamm, Executive Director/CEO
PO Box 2529
Vancouver, WA 98668

All other notice concerning this AGREEMENT shall be directed to:

Southwest Washington Regional Transportation Council (RTC)
Attn: Matt Ransom, Executive Director
PO Box 1366
Vancouver, Washington 98666-1366

Clark County Public Transportation Benefit Area (C-TRAN)
Attn: Jeff Hamm, Executive Director/CEO
PO Box 2529
Vancouver, 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.

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

CLARK COUNTY PUBLIC TRANSPORTATION
BENEFIT AREA

Lynn Petersen, Secretary of Transportation

Jeff Hamm, Executive Director/CEO

Date _____

Date _____

APPROVED AS TO FORM FOR WSDOT:

APPROVED AT TO FORM:

Susan Cruise
Assistant Attorney General

Clark County Public Transportation Benefit area
Legal Counsel

Date _____

Date _____

SOUTHWEST WASHINGTON REGIONAL
TRANSPORTATION COUNCIL

Matt Ransom, Executive Director

Date _____

APPROVED AS TO FORM

Southwest Washington Regional Transportation Council
Legal Counsel

Date _____