

**AGREEMENT RELATING TO MUTUAL RESPONSIBILITIES  
IN CARRYING OUT THE METROPOLITAN TRANSPORTATION PLANNING PROCESS IN THE  
WHATCOM COUNCIL OF GOVERNMENTS METROPOLITAN PLANNING AREA**

**GCB 1993**

This AGREEMENT is entered into by the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "WSDOT"), Whatcom Council of Governments (hereinafter referred to as "WCOG") and the Whatcom Transportation Authority (hereinafter referred to as "WTA") collectively referred to as the "Parties" and individually as "Party" in this AGREEMENT.

**RECITALS**

WHEREAS, WCOG as the Metropolitan Planning Organization (MPO) designated for the WCOG 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, WTA as a public transportation benefit area authority pursuant to RCW 36.57A, is the sole public transit operator within the MPA and a designated recipient of federal transit funding within the Bellingham, WA Urbanized Area (UZA); and

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

WHEREAS, it is mandated and consistent with federal requirements to formalize the roles and responsibilities of WCOG, WSDOT, and WTA 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**

WCOG, WSDOT, and WTA 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 WCOG**

The Parties agree that WCOG, 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 WCOG MPA. WCOG 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 WTA**

WTA is a public transportation benefit area authority and municipal corporation pursuant to RCW 36.57A. In the creation of WTA, component cities and the county of the Whatcom County Transportation Benefit Area transferred all rights to construct and operate public transit to WTA. Consistent with authority granted by the Legislature, WTA 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 WTA 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**

WCOG, in cooperation with WSDOT and WTA, 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 WCOG Board and Committee Structure**

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

**3.2.1** WCOG 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 Metropolitan 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 Transportation Technical Advisory Group (TTAG), 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. WCOG is responsible for coordination and administration of the TTAG. WSDOT and WTA agree to provide information and updates to the TTAG about their respective plans, studies, and programs.

### **3.3 WCOG Unified Planning Work Program**

On an annual or biennial basis, WCOG 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 WCOG'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, WCOG, in cooperation with WSDOT, WTA, and the local jurisdictions and other members of WCOG, will prepare the UPWP as required by 23 CFR 450.308. The work program will be reviewed by the TTAG, distributed for public review consistent with the WCOG Public Participation Plan, and approved by the WCOG Board. The UPWP and budget may be amended at any time by WCOG 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 WCOG 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 WCOG for the following State fiscal year.

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

**3.4.1** The MPA boundary will be reviewed by WCOG 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** WCOG shall prepare and maintain a description and map of the current WCOG 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, WCOG shall periodically provide WSDOT and WTA with current and forecasted demographic, economic, transportation, and other appropriate data as is mutually agreed upon by the Parties. Data distributed by WCOG 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 WCOG's established Data Request policy. Data Requests to WSDOT and WTA will be coordinated and processed according to their established Data Request procedures.

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

WCOG 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 WCOG MPA. WCOG agrees to consult with WSDOT and WTA regarding various modeling issues, including software platforms, data requirements, and overall model performance for such regional travel demand model. WCOG agrees to provide the model and information from the model to WSDOT and WTA for their own planning purposes. Data distributed by WCOG 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 WTA for model information will be jointly coordinated and processed according to WCOG's established data request policy.

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

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

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

## **SECTION 4: TRANSPORTATION PLANNING**

### **4.1 MTP**

The MTP is the comprehensive transportation planning document for the WCOG MPA. As the designated MPO, WCOG 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. WCOG agrees to transmit the adopted MTP for use by WSDOT, WTA, 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 WTA agree to provide technical assistance, data and information to WCOG during the development or amendment of the MTP.

**4.1.2** WCOG agrees to consult and coordinate with WSDOT and WTA 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. WCOG will ensure that MTP amendments adhere to relevant federal planning requirements and are developed and adopted through the metropolitan transportation planning process. When WCOG determines that an update of the MTP is necessary, it will

notify WSDOT and WTA in writing. This notification shall include information regarding both the update process and the schedule that WCOG intends to follow. WCOG will consult and coordinate with WSDOT and WTA as it develops potential modifications to the MTP. After the WCOG Board's approval of such plan updates, WCOG will notify and transmit to WSDOT and WTA 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 WCOG MPA is necessary, it will notify WCOG 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 WCOG, and with WTA during this process to assure continued consistency with the MTP. Upon approval of such updates, WSDOT will formally notify WCOG in writing of the final content of the updates.

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

WCOG 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. WCOG 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** WCOG 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 WTA agree to provide available data to WCOG for regional and hot spot air quality analyses.

#### **4.4 Congestion Management Process**

WCOG, 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, WCOG agrees to cooperatively develop and implement a metropolitan-wide strategy. The WCOG shall establish methods to collect and monitor data and

report this data at least annually. WCOG will define the congestion management objectives and performance measures in consultation with WSDOT, WTA and metropolitan local agencies.

**4.4.1** WSDOT and WTA agree to provide available data to WCOG in support of this process. WSDOT and WCOG 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. Such plans will be used by the Parties to inform project selection decisions for updating the STIP and the TIP. WSDOT agrees to cooperate with WCOG 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. WCOG shall lead the development of the HSTP in partnership with WTA and other providers of human services transportation.

#### **4.6 Roadway Functional Classification**

WCOG 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 WCOG and shall give consideration to criteria consistent with RCW 47.05.021 and federal regulations relating to the functional classification of highways. WCOG's TTAG 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 WCOG'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 system and will provide a means to the most efficient investment of Federal transportation funds through performance-based planning and programming. The WCOG shall establish performance measures and targets in the MTP in consultation with WSDOT and WTA in accordance with 23 USC 150(c) and (d). Selection of performance measures and targets shall be coordinated with WSDOT and WTA 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).

#### **4.10 Regional ITS Planning**

The WCOG, in cooperation with WSDOT and WTA, will develop, adopt and maintain a regional intelligent transportation systems (ITS) plan. The plan shall conform to the requirements of 23 CFR Parts 655 and 940.

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

#### **5.1 Transportation Improvement Program (TIP)**

The WCOG, in cooperation with WSDOT and WTA, 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 WCOG 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 WCOG 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 timeframe.

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

**5.1.2** WSDOT shall work cooperatively with WCOG in recommending programming and project selection for state transportation projects eligible for federal funding under WSDOT's project selection responsibility, for inclusion in WCOG'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 will be made by WTA for programming of transit system components and shall be consistent with WTA's most recent Capital Improvement Program as adopted by WTA Board of Directors, or as otherwise provided by WTA.

**5.1.5** WSDOT and WTA agree to provide WCOG 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 WCOG and WTA 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. WCOG 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 WCOG on a timely basis.

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

### **5.4 WTA Program of Projects**

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

WCOG 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 WTA Public Participation Plan**

WTA will use its own public participation process 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. WTA will rely on WCOG's public participation plan, including the Public Involvement Policy, to provide public access to draft TIP documents and provide opportunities for public comment. WTA agrees, to the maximum extent practicable, to coordinate its outreach activities related to transit planning with WCOG 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 WCOG and WTA, and seek joint opportunities for public involvement.

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

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

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

**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 WCOG 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 49USC 5303 grant funds to WCOG. 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 WCOG; 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 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, WCOG 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. WCOG agrees to develop and maintain procedures and methodologies, in cooperation with WTA 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. WTA agrees to provide historical information and forecasts for future funding. In the event that WSDOT and WTA 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**

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

WCOG is responsible for selecting and programming projects from specified federal funds that are sub-allocated to WCOG by WSDOT. WSDOT is responsible for determining the sub-allocation amounts, in consultation with WCOG 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 WCOG 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 WTA is the designated recipient as determined by the Governor of Washington, WTA 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 WCOG and WTA effective November 7, 2008.

### **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), 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 and shall take effect immediately upon execution by the last signing Party. Any 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  
Attn: Secretary of Transportation  
P.O. Box 47316  
Olympia, WA 98504-7316

Whatcom Council of Governments (WCOG)  
Attn: Bob Wilson, Executive Director  
314 East Champion Street  
Bellingham, WA 98225

Whatcom Transportation Authority (WTA)  
Attn: Peter Stark, General Manager  
4111 Bakerview Spur Road  
Bellingham, WA 98226-8056

**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  
TRANSPORTATION  
OF TRANSPORTATION

  
\_\_\_\_\_  
Lynn Peterson, Secretary of Transportation  
Date 5/28/15


WHATCOM TRANSPORTATION AUTHORITY

  
\_\_\_\_\_  
Peter Stark, General Manager  
Date 5/13/15

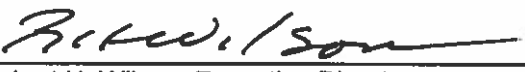
APPROVED AS TO FORM FOR WSDOT:

  
\_\_\_\_\_  
Susan Cruise  
Assistant Attorney General  
Date April 15, 2015

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Whatcom Transportation Authority  
Legal Counsel  
Date 5/13/15

WHATCOM COUNCIL OF GOVERNMENTS

  
\_\_\_\_\_  
Robert H. Wilson, Executive Director  
Date 4/29/2015