

**AGREEMENT RELATING TO MUTUAL RESPONSIBILITIES  
IN CARRYING OUT THE METROPOLITAN TRANSPORTATION PLANNING PROCESS IN THE  
YAKIMA VALLEY CONFERENCE OF GOVERNMENTS METROPOLITAN PLANNING AREA**

**GCB 1370**

This AGREEMENT is entered into by the Washington State Department of Transportation (WSDOT), Yakima Valley Conference of Governments (YVCOG), and Yakima Transit, collectively referred to as the "Parties" and individually as "Party" in this AGREEMENT.

**RECITALS**

WHEREAS, YVCOG as the Metropolitan Planning Organization (MPO) designated for the YVCOG 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 C.F.R. and Title 49 C.F.R. 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, Yakima Transit is operated and maintained by a municipal corporation, the City of Yakima, pursuant to RCW 35.58.2721, is the sole public transit operator within the MPA and a designated recipient of federal transit funding within the Yakima, WA Urbanized Area (UZA); and

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

WHEREAS, WSDOT is responsible for carrying out a statewide transportation planning processes as defined by 23 C.F.R. § 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 U.S.C. § 104(b)(D) and 49 U.S.C. § 5305(d); and

WHEREAS, WSDOT is responsible for delivering a federally compliant statewide transportation plan, engaging in the Metropolitan and non-Metropolitan Planning processes by administering federal pass through funds of the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) to the MPOs in Washington, including YVCOG; and

WHEREAS, it is mandated and consistent with federal requirements to formalize the roles and responsibilities of YVCOG, WSDOT, and Yakima 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 Cooperation Act, RCW 39.34, it is mutually agreed as follows:

## **AGREEMENT**

### **SECTION 1: PURPOSE**

The purpose of this AGREEMENT is to memorialize a multi-agency cooperative planning process and to satisfy the requirements of 23 C.F.R. § 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 C.F.R. Part 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 C.F.R. Part 450, and the annual listing of obligated projects.

### **SECTION 2: AUTHORITY**

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

YVCOG, WSDOT, and Yakima 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 YVCOG**

The Parties agree that YVCOG, 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 YVCOG MPA. YVCOG 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 U.S.C. § 134, 23 C.F.R. Part 450, and 49 C.F.R. § 613.

#### **2.3 Yakima Transit**

Yakima Transit is operated and maintained by a municipal corporation, the City of Yakima, pursuant to RCW 35.58.2721. Consistent with this authority, Yakima Transit is eligible for and receives funding from the FTA.

#### **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 (6) 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**

YVCOG, in cooperation with WSDOT and Yakima Transit, 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 (8) planning factors as specified in 23 C.F.R. § 450.306 and FAST ACT 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 C.F.R. Part 450 (Subpart B) and 49 U.S.C. § 5303.

### **3.2 YVCOG Board and Committee Structure**

YVCOG operates through a board that has adopted bylaws establishing its officers, voting procedures, committees, public participation, and related matters (YVCOG Board or Board). WSDOT and Yakima Transit participate as voting members of the YVCOG Board.

**3.2.1** YVCOG has established a Board of Directors, the purpose of which is to hold meetings, appoint committees and task forces, and generally promote cooperative and coordinated transportation planning/programming processes, to adopt a MTP, 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 (RTP) program in accordance with Board policy. The RTP program includes those tasks to carry-out 23 C.F.R. Part 450 (Subpart C), which include transportation policy development, the development of regional transportation plans and the programming of transportation projects for funding. YVCOG is responsible for coordination and administration of the RTAC. WSDOT and Yakima Transit agree to provide information and updates to the RTAC about their respective plans, studies, and programs.

### **3.3 YVCOG Unified Planning Work Program**

On an annual or biennial basis, YVCOG develops a Unified Planning Work Program (UPWP) consistent with 23 C.F.R. § 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 YVCOG'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 C.F.R. Part 450 (Subpart C).

**3.3.1** Between January and May of each year, or every other year, YVCOG, in cooperation with WSDOT, Yakima Transit, and the local jurisdictions and other members of YVCOG, will prepare the UPWP as required by 23 C.F.R. § 450.308. The work program will be reviewed by the RTAC, distributed for public review consistent with the YVCOG Public Participation Plan, and approved by the YVCOG Board. The UPWP and budget may be amended at any time by YVCOG 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 YVCOG of expected allocations of FHWA Planning Funds (PL), FTA Section 5303 funds, and State Regional Transportation Planning Organization funds (RTPO Funds), and any other State administered funds that are available to YVCOG for the following State fiscal year.

**3.3.3** YVCOG agrees to coordinate with WSDOT and Yakima Transit in developing and preparing the UPWP work program. Yakima Transit agrees to provide YVCOG with the public transportation planning components for the area within Yakima Transit's benefit area and WSDOT agrees to provide YVCOG with the State's transportation planning work components within the YVCOG 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 C.F.R. § 450.312 and for YVCOG as agreed to between YVCOG and the Governor of Washington. The YVCOG planning process is conducted within the defined MPA boundary.

**3.4.1** The MPA boundary will be reviewed by YVCOG 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 C.F.R. § 450.310 and 23 C.F.R. § 450.312.

**3.4.2** YVCOG shall prepare and maintain a description and map of the current YVCOG 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 RTP 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 RTP process.

**3.5.1** To help ensure consistency in planning activities, YVCOG shall periodically provide WSDOT and Yakima Transit with current and forecasted demographic, economic, transportation, and other appropriate data as is mutually agreed upon by the Parties. Data distributed by YVCOG for these purposes will be considered the official regional data set for the purposes of RTP, programming, and air-quality conformity analysis. Such Data Requests will be coordinated and processed according to YVCOG's established Data Request policy. Data Requests to WSDOT and Yakima Transit will be coordinated and processed according to their established Data Request procedures.

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

YVCOG 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 YVCOG MPA. YVCOG agrees to consult with WSDOT and Yakima Transit regarding various modeling issues, including software platforms, data requirements, and overall model performance for such regional travel demand model. YVCOG agrees to provide the model and information from the model to WSDOT and Yakima Transit for their own planning purposes. Data distributed by YVCOG for these purposes will be considered the official regional travel demand model for the purposes of RTP, programming, and air-quality conformity analysis. Data Requests from WSDOT and Yakima Transit for model information will be jointly coordinated and processed according to YVCOG's established data request policy.

**3.6.1** WSDOT and Yakima Transit may modify the YVCOG travel demand model to meet their specific planning purposes. When such modifications are made, WSDOT and Yakima Transit agree: 1) to provide a written list of the modifications to YVCOG; and 2) that the modified model will not be portrayed publicly or privately as the YVCOG travel demand model, unless prior written consent is provided by YVCOG, to the extent this Section 3.6.1 is consistent with RCW 42.56, the Public Records Act.

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

At least every year and as part of the submittal of the proposed TIP, YVCOG and WSDOT shall certify that the metropolitan transportation planning process is being carried out in accordance with all applicable federal planning requirements (23 C.F.R. § 450.336). YVCOG is responsible for ensuring compliance with the applicable federal regulations, and agrees to coordinate with WSDOT and Yakima Transit throughout the federal certification process.

## **SECTION 4: TRANSPORTATION PLANNING**

### **4.1 Metropolitan Transportation Plan**

The MTP is the comprehensive transportation planning document for the YVCOG MPA. As the designated MPO, YVCOG agrees to prepare, adopt, and maintain a MTP in accordance with 23 C.F.R. § 450.324 and 49 U.S.C. § 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. YVCOG agrees to transmit the adopted MTP for use by WSDOT, Yakima 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 MTP and will work together to take actions with a goal to resolve any potential issues or conflicts. WSDOT and Yakima Transit agree to provide technical assistance, data, and information to YVCOG during the development or amendment of the MTP.

**4.1.2** YVCOG agrees to consult and coordinate with WSDOT and Yakima Transit during the MTP update process to ensure continued consistency between the State Transportation Plan (23 U.S.C. § 450.216) and the long range transit plan (49 U.S.C. § 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. YVCOG will ensure that MTP amendments adhere to relevant federal planning requirements and are developed and adopted through the metropolitan transportation planning process. When YVCOG determines that an update of the MTP is necessary, it will notify WSDOT and Yakima Transit in writing. This notification shall include information regarding both the update process and the schedule that YVCOG intends to follow. YVCOG will consult and coordinate with WSDOT and Yakima Transit as it develops potential modifications to the MTP. After the YVCOG Board's approval of such plan updates, YVCOG will notify and transmit to WSDOT and Yakima Transit in writing 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 YVCOG MPA is necessary, it will notify YVCOG 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 YVCOG, and with Yakima Transit during this process to assure continued consistency with the MTP. Upon approval of such updates, WSDOT will formally notify YVCOG in writing of the final content of the updates.

**4.2.2** WSDOT and YVCOG will ensure that all statewide transportation plan components and elements that relate to the YVCOG MPA and the region's MTP shall be consistent. WSDOT agrees that the long range statewide transportation plan, in relation to the YVCOG MPA, shall be developed in cooperation with YVCOG, as required by 23 C.F.R. § 450.216(g). 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 2-year biennial budget request to the legislature pursuant to RCW 47.06.050.

#### **4.3 Air Quality Conformity**

YVCOG is responsible for compliance with Section 176(c) of the Clean Air Act (42 U.S.C. § 7506) by coordinating the development of transportation plans and improvement programs with the State Implementation Plan (SIP) development process. YVCOG shall meet minimum Federal conformity provisions as set forth in 40 C.F.R. Part 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** YVCOG agrees to develop and maintain a written agreement with the Southwest Clean Air Agency, describing the respective roles and responsibilities for air quality related transportation planning. WSDOT and Yakima Transit agree to provide available data to YVCOG for regional and hot spot air quality analyses.

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

Not Applicable.

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

The Parties shall ensure coordination and consistency between the local coordinated HSTP and other statewide and regional planning processes as set forth in 23 C.F.R. Part 450 and 49 C.F.R. Part 613. YVCOG shall lead the development of the HSTP in partnership with Yakima Transit and other providers of human services transportation.

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

YVCOG 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 YVCOG and shall give consideration to criteria consistent with RCW 47.05.021 and federal regulations relating to the functional classification of highways. The RTAC 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, consistent with the provisions of 23 C.F.R. § 450.212 and 23 C.F.R. § 450.318. The Parties also agree to coordinate identifying project planning needs as part of YVCOG's UPWP 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 YVCOG shall establish performance measures and targets in the MTP in consultation with WSDOT and Yakima Transit in accordance with 23 U.S.C. 150(c) and (d). Selection of performance measures and targets shall be coordinated with WSDOT and Yakima 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 U.S.C. § 150(e).

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

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

The YVCOG, in cooperation with WSDOT and Yakima Transit, is responsible for developing, adopting, and maintaining an approved 4-year regional TIP pursuant to 23 C.F.R. § 450.326. The TIP must include, but is not limited to, all projects that have been approved and programmed by YVCOG 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 YVCOG Board and the Governor, the TIP shall be included without change, directly or by reference, into the State TIP as required under 23 C.F.R. §450.328(b).

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 U.S.C. or title 49 U.S.C. 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 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, YVCOG shall cooperatively develop and/or update a regional 4-year TIP for all federally funded projects and regionally significant transportation projects regardless of funding source. YVCOG shall develop the TIP through a cooperative process involving WSDOT and Yakima Transit. In accordance with federal regulation, YVCOG shall coordinate with other interested parties in the development of the TIP, per YVCOG's Public Involvement Plan. YVCOG's TIP

shall be provided to WSDOT in October of the given YVCOG TIP-update year, for incorporation into the STIP pursuant to 23 C.F.R. § 450.218(b).

**5.1.2** WSDOT shall work cooperatively with YVCOG in recommending programming and project selection for state transportation projects eligible for federal funding, for inclusion in YVCOG's TIP pursuant to 23 C.F.R. § 450.332(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 Yakima Transit for programming of transit system components and shall be consistent with Yakima Transit's most recent Capital Improvement Program as adopted by Yakima Transit Board of Directors, or as otherwise provided by Yakima Transit.

**5.1.5** WSDOT and Yakima Transit agree to provide YVCOG the 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 C.F.R. § 450.326(j)), as defined in Section 7.2-Financial Planning.

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

The STIP is a four (4) 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 YVCOG and Yakima 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. YVCOG 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 YVCOG on a timely basis.

**5.2.3** YVCOG agrees to submit requests for STIP/TIP amendments and administrative modifications to WSDOT via the web based STIP. As necessary, WSDOT agrees to compile the projects submitted by YVCOG into the STIP 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 YVCOG'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 Yakima Transit agree to provide YVCOG 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. YVCOG agrees to coordinate directly with the WSDOT Highway and Local Programs regarding designated regional fund obligation administration and reporting. YVCOG will publish the annual listing and make it available to WSDOT, Yakima Transit, and the public as provided in YVCOG's Public Participation Plan within ninety (90) calendar days of the end of such program year.

#### **5.4 Yakima Transit Program of Projects**

As the designated recipient for the YVCOG MPA, Yakima Transit is the entity designated by the Governor of Washington to receive and apportion federal funds under Title 49 U.S.C.

**5.4.1** As the designated recipient for FTA funds, Yakima 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, Yakima Transit will provide YVCOG with its recommended Program of Projects for inclusion in the TIP. Yakima Transit will notify YVCOG of its intended use of FTA funds apportioned to Yakima Transit under 49 U.S.C. §§ 5307, 5310, and 5339 (applicable federal sections) for the upcoming calendar year. Yakima Transit will utilize a public participation process that complies with 49 U.S.C. § 5307(b) in developing its Program of Projects.

### **SECTION 6 PUBLIC INVOLVEMENT**

#### **6.1 YVCOG Public Participation Plan**

YVCOG will proactively develop, adopt, periodically update and implement a public participation plan, including a Public Involvement Policy, in accordance with 23 U.S.C. § 134(i)(5) and 23 C.F.R. § 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 Yakima Transit Public Participation Plan**

Yakima 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 C.F.R. § 450.316. Yakima Transit agrees, to the maximum extent practicable, to coordinate its outreach activities related to transit planning with YVCOG 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 C.F.R. § 450.210. To coordinate effective planning and programming activities WSDOT, to the maximum extent practicable, will coordinate public information efforts with YVCOG and Yakima Transit, and seek joint opportunities for public involvement.

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

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

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

**7.1.1** As provided under 23 U.S.C. § 104(f) WSDOT has the responsibility to allocate the FHWA PL grant funds to MPOs. As required by 23 C.F.R. § 420.109, WSDOT shall make all PL funds authorized by 23 U.S.C. § 104(f) available to YVCOG 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 U.S.C. § 5305(d)(2) to allocate the FTA PL 49 U.S.C. § 5303 grant funds to YVCOG. 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: 1) considers the population of urbanized areas; and 2) provides an appropriate distribution for urbanized areas to carry out a cooperative planning process. WSDOT shall develop the formula in cooperation with MPOs, including YVCOG; 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 C.F.R. § 450.104).

**7.2.1** Federal requirements for financial planning are defined in 23 C.F.R. § 450.314 (metropolitan planning agreements), 23 C.F.R. § 450.324 (development and content of the MTP), 23 C.F.R. § 450.326 (development and content of the TIP), and 23 C.F.R. § 450.334 (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, YVCOG shall take into account all projects and strategies proposed for funding under Title 23 U.S.C., 49 U.S.C. 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. YVCOG, in cooperation with Yakima Transit and WSDOT, agrees to develop and maintain procedures and methodologies, 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. Yakima Transit agrees to provide historical information and forecasts for future funding. In the event that WSDOT and Yakima 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**

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

YVCOG is responsible for selecting and programming projects from specified federal funds that are sub-allocated to YVCOG by WSDOT. WSDOT is responsible for determining the sub-allocation amounts, in consultation with YVCOG 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 YVCOG 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 Yakima Transit is the designated recipient as determined by the Governor of Washington, Yakima 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 two (2) additional (neutral) board members 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 two (2) additional DRB members; 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 of the last signing Party, 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

Yakima Valley Conference of Governments (YVCOG)  
Attn: Larry Mattson, Executive Director  
311 North 4<sup>th</sup> Street, #202  
Yakima, WA 98901

Yakima Transit  
Attn: Alvie Maxey, Transit Manager  
2301 Fruitvale Blvd.  
Yakima, WA 98902

### **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 M. Millar, Secretary of Transportation

Date \_\_\_\_\_

APPROVED AS TO FORM FOR WSDOT:

\_\_\_\_\_  
*Susan Cruise*

Susan Cruise  
Assistant Attorney General

Date August 15, 2019

**YAKIMA VALLEY CONFERENCE OF  
GOVERNMENTS**

\_\_\_\_\_  
Larry Mattson, Executive Director

Date \_\_\_\_\_

APPROVED AS TO FORM FOR YAKIMA VALLEY  
CONFERENCE OF GOVERNMENTS:

\_\_\_\_\_  
Yakima Valley Conference of Governments  
Legal Counsel

Date \_\_\_\_\_

**YAKIMA TRANSIT**

\_\_\_\_\_  
~~Alvie Maxey, Transit Manager~~ *Cynthia Martinez, Interim*  
*City Manager*

Date \_\_\_\_\_

APPROVED AS TO FORM for YAKIMA TRANSIT:

\_\_\_\_\_  
*Jeff Foster*

Yakima Transit  
Legal Counsel

Date 9-24-19