

**AGREEMENT RELATING TO MUTUAL RESPONSIBILITIES  
IN CARRYING OUT THE METROPOLITAN TRANSPORTATION PLANNING PROCESS  
IN THE WALLA WALLA VALLEY METROPOLITAN PLANNING  
ORGANIZATION METROPOLITAN PLANNING AREA**

**GCB 1371**

This AGREEMENT is entered into by the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT), Walla Walla Valley Metropolitan Planning Organization (WWVMPO), and VALLEY TRANSIT, collectively referred to as the "Parties" and individually as "Party" in this AGREEMENT.

**RECITALS**

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

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

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

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

WHEREAS, it is mandated and consistent with federal requirements to formalize the roles and responsibilities of WWVMPO, WSDOT, and VALLEY 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; and

NOW, THEREFORE, pursuant to the Washington Interlocal Cooperation 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. This 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**

WWVMPO, WSDOT, and VALLEY 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 WWVMPO**

The Parties agree that WWVMPO, 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 WWVMPO MPA. WWVMPO is organized through the 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 VALLEY TRANSIT**

VALLEY TRANSIT is a public transportation benefit area and municipal corporation pursuant to RCW 36.57A. In the creation of VALLEY TRANSIT, component cities and the county of the Walla Walla County Public Transportation Benefit Area transferred all rights to construct and operate public transit to VALLEY TRANSIT. Consistent with authority granted by the Legislature, VALLEY TRANSIT has contracted with the Federal Transit Administration, an agency of the United States Department of Transportation, through a Master Agreement as amended periodically, to enable VALLEY TRANSIT 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 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**

WWVMPO, in cooperation with WSDOT and VALLEY 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 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 WWVMP Board and Committee Structure**

WWVMP operates through a Board that has adopted bylaws establishing its officers, voting procedures, committees, public participation, and related matters. WSDOT and VALLEY TRANSIT participate as voting members of the WWVMP Board.

**3.2.1** WWVMP has established a Policy Board whose purpose 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 Policy Board has established a Transportation Advisory Committee (TAC), 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 includes transportation policy development, the development of regional transportation plans, and the programming of transportation projects for funding. WWVMP is responsible for coordination and administration of the TAC. WSDOT and VALLEY TRANSIT agree to provide information and updates to the TAC about their respective plans, studies, and programs.

### **3.3 WWVMP Unified Planning Work Program**

On an annual or biennial basis, WWVMP 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 or two (2) year period. The UPWP shall include a budget that outlines WWVMP'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 of every other year, WWVMP, in cooperation with WSDOT, VALLEY TRANSIT, and the local jurisdictions and other members of WWVMP, will prepare the UPWP as required by 23 CFR 450.308. The UPWP will be reviewed by the TAC, distributed for public review consistent with the WWVMP Public Participation Plan, and submitted to, and subject to, written approval by the WWVMP Board. The UPWP and budget may be amended at any time by WWVMP in accordance with its adopted operational procedures, subject to approval by WSDOT, FTA, and FHWA.

**3.3.2** By December 31 of each year, WSDOT will provide written notice to WWVMP 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 WWVMP for the following State fiscal year.

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

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

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

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

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

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

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



## **SECTION 4: TRANSPORTATION PLANNING**

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

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

**4.1.2** WWVMPO agrees to consult and coordinate with WSDOT and VALLEY TRANSIT 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 twenty (20) year planning horizon as of the effective date of the MTP. The effective date is the date of MTP adoption. WWVMPO will ensure that MTP amendments adhere to relevant federal planning requirements and are developed and adopted through the metropolitan transportation planning process. When WWVMPO determines that an update of the MTP is necessary, it will notify WSDOT and VALLEY TRANSIT in writing. This notification shall include information regarding both the update process and the schedule that WWVMPO intends to follow. WWVMPO will consult and coordinate with WSDOT and VALLEY TRANSIT as it develops potential modifications to the MTP. After the WWVMPO Board's approval of such plan updates, WWVMPO will notify and transmit to WSDOT and VALLEY TRANSIT in writing the final Board approved MTP.

### **4.2 Statewide Plans**

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

- a) The Long-Range Statewide Transportation Plan that the Washington State Department of Transportation is committed to update as per the stewardship agreement with the Federal Highway Administration and the Federal Transit Administration. This plan is a requirement that allows the state to receive federal surface transportation funds for cities, counties, and state highways;
- b) The Strategic Highway Safety Plan (Target Zero) that is developed in cooperation with Target Zero partners, including the Washington State Traffic Commission, the Washington State Patrol, and the Washington State Department of Transportation. It is necessary for this plan to comply with regulations from the Federal Highway Administration, for the state to be eligible to receive federal funds for highway safety improvements; and



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

**4.2.1** When WSDOT determines that an update or modification to a portion of these statewide plans, policies and performance measures and targets that specifically relates to the WWVMPO MPA is necessary, it will notify WWVMPO 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 WWVMPO, and with VALLEY TRANSIT, during this process to assure continued consistency with the MTP. Upon approval of such updates, WSDOT will formally notify WWVMPO in writing of the final content of the updates.

**4.2.2** WSDOT and WWVMPO will ensure that all statewide transportation plan components and elements that relate to the WWVMPO MPA and the region's MTP shall be consistent. WSDOT agrees that the statewide transportation plan, in relation to the WWVMPO MPA, shall be developed in cooperation with WWVMPO, 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 ten (10) year Capital Improvement and Preservation Program (CIPP) and WSDOT's two (2) year biennial budget request to the legislature pursuant to RCW 47.06.050.

#### **4.3 Local Coordinated Human Services Transportation Plan**

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. WWVMPO shall lead the development of the HSTP in partnership with VALLEY TRANSIT and other providers of human services transportation.

#### **4.4 Roadway Functional Classification**

WWVMPO 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 WWVMPO and shall give consideration to criteria consistent with RCW 47.05.021 and federal regulations relating to the functional classification of highways. WWVMPO's TAC staff will review local agency roadway reclassification requests and provide a recommendation to the WWVMPO Board for its written approval. Subject to approval by WWVMPO's Board, WWVMPO staff shall submit a functional classification request package to WSDOT for its consideration consistent with RCW 47.05.021.

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

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

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



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

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

#### **4.7 Performance Management**

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

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

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

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

The TIP shall contain all regionally significant, non-capital surface transportation projects requiring an action by FHWA or 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 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, WWVMPO 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. WWVMPO shall develop the TIP through a cooperative process involving WSDOT and VALLEY TRANSIT. In accordance with federal regulation, the development of WWVMPO's TIP will also be coordinated with other interested parties, per WWVMPO's Public Involvement Plan. WWVMPO's TIP shall be provided to WSDOT in October of the given WWVMPO TIP-update year, for incorporation into the STIP pursuant to 23 CFR 450.216(b).

**5.1.2** WSDOT shall work cooperatively with WWVMPO in recommending programming and project selection for state transportation projects eligible for federal funding under WSDOT's project selection responsibility, for inclusion in WWVMPO'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 will be made by WSDOT for programming of state highway components in the TIP and shall be based on statewide transportation plans and area/corridor specific studies and shall be consistent with and implement the MTP.

**5.1.4** Recommendations will be made by VALLEY TRANSIT for programming of transit system components and shall be consistent with VALLEY TRANSIT's most recent CIPP as adopted by VALLEY TRANSIT Board of Directors, or as otherwise provided by VALLEY TRANSIT.

**5.1.5** WSDOT and VALLEY TRANSIT agree to provide WWVMPO 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 Statewide Transportation Improvement Program (STIP)**

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 WWVMPO and VALLEY 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. WWVMPO 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 WWVMPO on a timely basis.

**5.2.3** WWVMPO 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 WWVMPO and to submit them to FHWA and FTA for approval.

## **5.3 Annual Listing of Federal Obligations**

The Parties agree to work cooperatively to develop an annual listing of projects within WWVMPO'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 VALLEY TRANSIT agree to provide WWVMPO 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. WWVMPO agrees to coordinate directly with the WSDOT Local Programs Division regarding designated regional fund obligation administration and reporting. WWVMPO will publish the annual listing and make it available to WSDOT, VALLEY TRANSIT, and the public as provided in WWVMPO's Public Participation Plan within ninety (90) calendar days of the end of such program year.



#### **5.4 VALLEY TRANSIT Program of Projects**

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

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

### **SECTION 6: PUBLIC INVOLVEMENT**

#### **6.1 WWVMPO Public Participation Plan**

WWVMPO 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 (WWVMPO Public Participation Plan). To coordinate effective planning and programming activities, the Parties to this AGREEMENT shall, to the maximum extent practicable, coordinate their public information efforts and seek joint opportunities for public involvement.

#### **6.2 VALLEY TRANSIT Public Participation**

VALLEY TRANSIT will use its own public participation policy in its transportation planning process to provide citizens, affected public agencies, and all interested parties with reasonable opportunity to be involved in the public transportation planning process and to review and comment at key decision points as specified in 23 CFR 450.316. VALLEY TRANSIT agrees, to the maximum extent practicable, to coordinate its outreach activities related to transit planning with WWVMPO 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 WWVMPO and VALLEY TRANSIT, and seek joint opportunities for public involvement.

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

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

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

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



**7.1.2** WSDOT also has the responsibility under 49 USC 5305(d)(2) to allocate the FTA Metropolitan Planning 49 USC 5303 grant funds to WWVMPO. 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 WWVMPO, 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 MTP), 23 CFR 450.324 (development and content of the TIP), 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, WWVMPO shall take into account all projects and strategies proposed for funding under 23 USC and 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. WWVMPO agrees to develop and maintain procedures and methodologies, in cooperation with VALLEY TRANSIT and WSDOT, for generating revenue forecasts that are consistent with federal guidance for financial forecasting. WSDOT agrees to provide historical information regarding funding levels and expenditures by county area and available forecasts of future state and federal revenues. VALLEY TRANSIT agrees to provide historical information and forecasts for future funding. In the event that WSDOT and VALLEY 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**

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

WWVMPO is responsible for selecting and programming projects from specified federal funds that are sub-allocated to WWVMPO by WSDOT. WSDOT is responsible for determining the sub-allocation amounts, in consultation with WWVMPO 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 WWVMPO 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 VALLEY TRANSIT is the designated recipient as determined by the Governor of Washington, VALLEY TRANSIT agrees to administer the sub-allocation of said funds to



local municipalities and subdivisions of the state of Washington consistent with the Statewide Transportation Improvement Program (STIP).

## **SECTION 8: MISCELLANEOUS PROVISIONS**

### **8.1 Dispute Resolution**

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

### **8.2 Amendments and Modifications**

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

### **8.3 Severability**

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

### **8.4 Execution and Term**

This AGREEMENT, including any amendments incorporated into the AGREEMENT, shall remain in full force and effect for five (5) years from the date last signed by the Parties, unless terminated by a Party's governing body, which termination may be for cause or convenience and shall take effect immediately upon execution by the last signing Party. Any official notifications between the Parties to this AGREEMENT that would substantially affect the terms or conditions of this AGREEMENT shall be directed to the Agreement Managers as noted below:

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

Walla Walla Valley Metropolitan Planning Organization (WVVMPO)  
Attn: Andrea Weckmueller-Behringer, Executive Director  
107 South Third Avenue  
Walla Walla, WA 99362

Valley Transit  
Attn: Dick Fondahn, General Manager  
1401 West Rose Street  
Walla Walla, WA 99362

### **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.




### 8.7 Entire AGREEMENT

This AGREEMENT constitutes the entire agreement between the parties regarding the subject matter of this AGREEMENT, and supersedes all prior and contemporaneous oral and written agreements and understandings between the parties hereto regarding such subject matter.

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

VALLEY TRANSIT

  
Secretary of Transportation

  
Dick Fondahn, General Manager

Date 6/15/14

Date May 19, 2016

APPROVED AS TO FORM FOR WSDOT:

APPROVED AS TO FORM:

  
Susan Cruise  
Assistant Attorney General

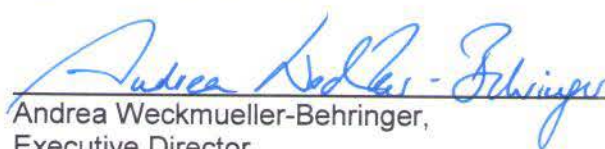
  
Valley Transit, Legal Counsel


Date April 20, 2016

Date May 19, 2016

WALLA WALLA VALLEY METROPOLITAN  
PLANNING ORGANIZATION

APPROVED AS TO FORM:

  
Andrea Weckmueller-Behringer,  
Executive Director

  
Walla Walla Valley Metropolitan  
Planning Organization  
Legal Counsel

Date May 6, 2016

Date June 1, 2016