

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

GCB 1360 Amendment 1

This Amendment is entered into by the Washington State Department of Transportation (WSDOT), Chelan-Douglas Transportation Council (CDTC), and the Chelan-Douglas Public Transportation Benefit Area (LINK TRANSIT).

RECITALS

WHEREAS, The Parties entered into the above referenced AGREEMENT effective July 11, 2016; and

WHEREAS, The Parties want to amend the AGREEMENT as allowed for in Section 9.2.

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:

The following Sections are replaced in their entirety:

3.2 CDTC

CDTC is a voluntary cooperative association administered by a joint board in accordance with RCW 39.34.030, and is the single MPO designated by the Governor of Washington for the CDTC MPA. CDTC 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.

3.4 WSDOT

WSDOT is a cabinet agency reporting to the Governor of Washington State, and is the steward of a statewide multimodal 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 active modes of personal transportation.

The following section is deleted in its entirety:

3.4.1

~~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).~~

The following Sections are replaced in their entirety:

4.2 Governing Board and Technical Advisory Committee Structure

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

4.2.1 CDTC has established a Governing Board, the purpose of which is to hold meetings, appoint committees, and generally carry out the 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.

4.2.2 Such Governing Board has established a Technical Advisory Committee (TAC), which coordinates and guides the regional transportation planning program in accordance with Board policy. CDTC is responsible for coordination and administration of the TAC. WSDOT and Link Transit agree to participate as regular and active members of the TAC and to provide information and updates to the TAC about their respective policy goals, plans, studies, and programs.

4.3 CDTC Unified Planning Work Program

On an annual or biennial basis, CDTC 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 outline CDTC's work activities to be conducted, the schedule for completion and anticipated expenditures for the work to be produced to carry-out the MPO's duties under 23 CFR 450 Subpart C.

4.3.1 Between January and May of each year, or every other year, CDTC, in mutual cooperation with WSDOT, Link Transit, and the local jurisdictions and other members of CDTC, 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 CDTC Public Participation Plan, and submitted to and subject to approval by the CDTC Board. The UPWP may be amended at any time by CDTC in accordance with its adopted operational procedures and pending approval by WSDOT, FTA and FHWA.

4.3.3 CDTC agrees to coordinate with the WSDOT and Link Transit in developing and preparing the UPWP. Link Transit agrees to provide CDTC with the public transportation planning components for the area within Link Transit's benefit area and WSDOT agrees to provide CDTC with the State's transportation planning work components within the CDTC MPA. The Parties agree to cooperatively review their proposed work components to enhance coordination and avoid duplicate planning work efforts.

4.6 Regional Travel Demand Model

CDTC develops, maintains, and updates a regional travel demand model that is used for the MTP and TIP and transportation studies within the MPA conducted by CDTC, WSDOT and Link Transit. CDTC agrees to cooperate with WSDOT and Link Transit along with all other TAC members regarding various modeling issues, including software platforms, data requirements, and overall model performance for such regional travel demand model. WSDOT and Link Transit agree to assist and cooperate with CDTC in the periodic updates to the regional travel demand model, including the mutual determination of appropriate model calibration assumptions and related model coding factors. CDTC agrees to provide modeling services and information from the model to WSDOT and Link Transit for their own planning purposes. CDTC will make the model available for independent use by WSDOT, Link Transit or third party contractors assisting WSDOT or Link Transit with transportation planning studies or transportation project scoping and design analyses. Regional model volumes shall be used as the basis for constructing subarea operational analyses and models for WSDOT planning studies and/or project design, with reasonable and documented adjustments and modifications to model output volumes.

5.1.3 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 or the date of such subsequent amendment. CDTC will ensure that MTP amendments adhere to relevant federal planning requirements and are developed and adopted through the metropolitan transportation planning process. When CDTC determines that an update of the MTP is necessary, it will notify WSDOT and Link Transit in writing. This notification shall include information regarding both the update process and the schedule that CDTC intends to follow. CDTC will consult and coordinate with WSDOT and Link Transit as it develops potential modifications to the MTP. After the CDTC Board approves such plan updates, CDTC will notify and transmit to WSDOT and Link Transit in writing of the final Board approved MTP.

5.2 Statewide Plans

The State of Washington develops plans, including statewide transportation plans, in compliance with federal regulations in order to receive particular federal funds. The State shall coordinate statewide transportation planning under 49 USC 5304 for state transportation facilities within the CDTC MPA with the metropolitan transportation planning process carried out by CDTC under 49 USC 5303. These plans include:

- a) The Long-Range Statewide Transportation Plan that the Washington State Department of Transportation is committed to update 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.

The following section is deleted in its entirety:

5.3 Air Quality Conformity

~~The CDTC MPA is currently an "attainment area" under the Clean Air Act. CDTC is responsible for compliance with Section 176(c) of the Clean Air Act (42 USC 7506) as applicable by coordinating the development of transportation plans and improvement programs with the State Implementation Plan (SIP) development process. CDTC is required to meet minimum Federal conformity provisions as set forth in 40 CFR 93 as applicable. The Parties agree to participate in periodic interagency consultation meetings to ensure compliance of plans and programs with any Federal conformity provisions.~~

The following Section is replaced in its entirety:

5.4 Congestion Management Process

The CDTC MPA has a population below the 200,000 threshold for designation as a Transportation Management Area (TMA), pursuant to 23 CFR 450.320 and 23 CFR 500.109, and is therefore not required to develop a congestion management process.

The following Section is added:

5.9.1

In cooperation with CDTC and Link Transit, WSDOT will annually develop a memorandum to document written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance data to be used in tracking progress toward attainment of critical outcomes for CDTC's planning area, and the collection of data for the State asset management plan for the NHS, consistent with 23 CFR 450.314 (h).

The following Sections are replaced in their entirety:

6.1 Transportation Improvement Program (TIP)

The CDTC, in mutual cooperation with WSDOT and Link 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 CDTC for federal funding and projects with committed federal funds after having been found consistent with applicable state and federal planning requirements and air quality requirements, and also after having been found consistent with the MTP. Upon approval by the CDTC 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 the FTA, whether or not the projects are to be funded under title 23 USC or title 49 USC. For public information and any applicable future conformity purposes, the TIP shall include all regionally significant projects, as determined by CDTC, proposed to be funded with federal funds other than those administered by the FHWA and FTA or 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.

6.2 Statewide Transportation Improvement Program (STIP)

STIP is a four year, fiscally constrained, prioritized program of transportation projects, compiled from local and regional plans, along with the long range statewide multimodal transportation plan. These projects have been identified through state, regional and local planning processes, as the highest priority for the available funding to preserve and improve the state's transportation network.

6.2.1 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 CDTC and Link Transit in developing reasonable financial assumptions, revenue forecasts, and information for the STIP.

8.2.2 In preparing the financial plan, CDTC 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. CDTC agrees to develop and maintain

procedures and methodologies, in cooperation with Link 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. Link Transit agrees to provide historical information and forecasts for future funding. In the event that WSDOT and Link Transit provide disparate assumptions for the future availability of federal funds, the Parties agree to work cooperatively to determine a consistent forecasting methodology and assumptions that demonstrates financial constraint. Taking into account this cooperative process, the CDTC Board makes the final determination of fiscal constraint for use in developing or amending the MTP and TIP.

8.3 Funding Accountability

CDTC is responsible for making programming decisions for all projects that receive federal funds and all regionally significant projects. The Parties agree to work cooperatively to ensure that CDTC selects projects for funding based on regional priorities and consistency with the MTP. WSDOT agrees to provide quarterly updates on the delivery of funds programmed by CDTC. CDTC agrees to develop, implement, and periodically review strategies to ensure delivery of programmed funds within its programming area.

8.4 Sub-allocation of Federal Funds

CDTC is responsible for selecting and programming projects from specified federal funds that are sub-allocated to CDTC by WSDOT. WSDOT is responsible for determining the sub-allocation amounts, in consultation with CDTC 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 CDTC a transparent accounting of how much funding is received by WSDOT in total and annually, and all the steps applied to establish the regional allocations.

9.1 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 dispute resolution board (DRB), these three members shall select, by consensus or majority vote, a fourth and fifth (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 and fifth DRB members; however, each Party shall be responsible for its own costs and fees.

9.4 Execution and Term

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

Washington State Department of Transportation (WSDOT)
Attn: Kerri Woehler, Director of Multimodal Planning
P.O. Box 47316
Olympia, WA 98504-7316

Chelan-Douglas Transportation Council (CDTC)
Attn: Jeff Wilkens, Executive Director
37 South Wenatchee Avenue, Suite C
Wenatchee, WA 98801

Chelan-Douglas Public Transportation Benefit Area (Link Transit)
Attn: Richard DeRock, General Manager
300 Columbia Street
Wenatchee, WA 98801

All other terms and conditions of GCB 1360 shall remain in full force and effect except as modified by this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment 1 as of the date and year last signed below.

**WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION**

**CHELAN DOUGLAS TRANSPORTATION
COUNCIL**

Kerri Woehler

Digitally signed by Kerri
Woehler
Date: 2021.05.06 12:33:05
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Jeff Wilkens

Kerri Woehler, Director of Multimodal Planning

Jeff Wilkens, Executive Director

Date: 05.06.21

Date: 5/4/2021

**CHELAN-DOUGLAS PUBLIC
TRANSPORTATION BENEFIT AREA**

Richard DeRock

Richard DeRock, General Manager

Date: 5/3/2021