

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

GCB 1367 Amendment 1

This Amendment is entered into by the Washington State Department of Transportation (WSDOT) Thurston Regional Planning Council (TRPC), and the Thurston County Public Transportation Benefit Area Authority (INTERCITY TRANSIT).

**RECITALS**

WHEREAS, The Parties entered into the above referenced AGREEMENT effective February 10, 2016; and

WHEREAS, The Parties want to amend the AGREEMENT as allowed for in Section 8.2.

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:

**3.1 Scope of Metropolitan Transportation Planning Process**

TRPC, in cooperation with WSDOT and INTERCITY 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 ten planning factors as specified in 23 CFR 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 CFR 450 (Subpart B) and 49 USC 5303.

**3.7 Self Certification and Federal Certification**

At least every year and as part of the submittal of the proposed TIP, TRPC and WSDOT shall certify that the metropolitan transportation planning process is being carried out in accordance with all applicable federal planning requirements (23 CFR 450.336). In addition, FHWA and FTA jointly review and evaluate the planning process no less than once every four (4) years. TRPC is responsible for ensuring compliance with the applicable federal regulations, and agrees to coordinate with WSDOT and INTERCITY TRANSIT throughout the federal certification process.

**4.1.2**

TRPC agrees to consult and coordinate with WSDOT and INTERCITY TRANSIT during the RTP update process to ensure continued consistency between the State Transportation Plan (23 CFR 450.216) and other statewide transportation-related plans. 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.

**4.2.2**

WSDOT and TRPC will ensure that all statewide transportation plan components and elements that relate to the TRPC MPA and the region's RTP shall be consistent. WSDOT agrees that the statewide transportation plan, in relation to the TRPC MPA, shall be developed in cooperation with TRPC, as required by 23 CFR 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 two (2) year biennial budget request to the legislature pursuant to RCW 47.06.050.

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

The Parties shall ensure coordination and consistency between the local coordinated Human Services Transportation Plan (HSTP) and other statewide and regional planning processes as set forth in 23 CFR part 450 and 49 CFR part 613. TRPC shall lead the development of the HSTP in partnership with INTERCITY TRANSIT and other providers of human services transportation. TRPC, WSDOT and INTERCITY TRANSIT will share information and cooperate to ensure broad public engagement with affected stakeholders.

#### **4.8 Performance Management**

Performance management will transform the regional transportation planning process and will provide a means to the most efficient investment of Federal transportation funds through performance-based planning and programming. TRPC shall establish performance measures and targets in the RTP in consultation with WSDOT and INTERCITY TRANSIT in accordance with 23 USC 150(c) and (d). Selection of performance measures and targets shall be coordinated with WSDOT and INTERCITY 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).

##### **4.8.1**

In cooperation with TRPC and INTERCITY 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 TRPC's planning area, and the collection of data for the State asset management plan for the NHS, consistent with 23 CFR 450.314 (h).

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

The TRPC, in cooperation with WSDOT and INTERCITY TRANSIT, is responsible for developing, adopting and maintaining an approved four-year regional TIP pursuant to 23 CFR 450.326. The TIP must include but is not limited to all projects that have been approved and programmed by TRPC 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 RTP. Upon approval by the TRPC Board and the Governor, the TIP shall be included without change, directly or by reference, into the State Transportation Improvement Program as required under 23 USC 135.

The TIP shall contain all regionally significant, non-capital surface transportation projects requiring an action by FHWA or the FTA, whether or not the projects are to be funded under title 23 USC or title 49 USC. For public information and conformity purposes, the TIP shall include all regionally significant projects proposed to be funded with federal funds other than those administered by the FHWA and FTA, as well as all regionally significant projects to be funded with non-Federal funds. The four (4) year regional TIP must be financially constrained to those funds that are available or reasonably expected to be available during that time frame.

As applicable, the TIP should include reporting on performance and implementation results relative to RTP performance goals, measures and targets.

##### **5.1.1**

At least every two (2) years, TRPC 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. TRPC shall develop the TIP through a cooperative process involving WSDOT and

INTERCITY TRANSIT. In accordance with federal regulation, the development of TRPC's TIP will also be coordinated with other interested parties, per TRPC's Public Participation Plan. TRPC's TIP shall be provided to WSDOT in October of the given TRPC TIP-update year, for incorporation into the STIP pursuant to 23 CFR 450 218 (b).

#### **5.1.2**

WSDOT shall work cooperatively with TRPC in recommending programming and project selection for state transportation projects eligible for federal funding under WSDOT's project selection responsibility, for inclusion in TRPC's TIP pursuant to 23 CFR 450.332 (c). The adopted TIP as approved by the Secretary of Transportation as delegated by the Governor shall be included in the STIP by WSDOT.

#### **5.1.5**

WSDOT and INTERCITY TRANSIT agree to provide TRPC 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 450.326 (j)), as defined in Section 7.2-Financial Planning.

### **6.1 TRPC Public Participation Plan**

TRPC will proactively develop, adopt, periodically update and implement a public participation plan, including a Public Involvement Policy, in accordance with 23 USC 134 (i) (6) and 23 CFR 450.316. To coordinate effective planning and programming activities, the Parties to this AGREEMENT shall, to the maximum extent practicable, coordinate their public information efforts and seek joint opportunities for public involvement.

#### **7.1.1**

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

#### **7.2.1**

Federal requirements for financial planning are defined in 23 CFR 450.314 (metropolitan planning agreements), 23 CFR 450.324 (development and content of the metropolitan transportation plan), 23 CFR 450.326 (development and content of the transportation improvement program), and 23 CFR 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.

### **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 after the date of last signature (of AGREEMENT or Amendment), 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

Thurston Regional Planning Council (TRPC)  
Attn: Marc Daily, Executive Director

2411 Chandler Court SW  
Olympia, WA 98502

Thurston County Public Transportation Benefit Area Authority (INTERCITY TRANSIT)  
Attn: Ann Freeman-Manzanares, General Manager  
526 Pattison Street SE  
Olympia, WA 98501

All other notice concerning this AGREEMENT shall be directed to:

Thurston Regional Planning Council (TRPC)  
Attn: Marc Daily, Executive Director  
2411 Chandler Court SW  
Olympia, WA 98502

Thurston County Public Transportation Benefit Area Authority (INTERCITY TRANSIT)  
Attn: Ann Freeman-Manzanares, General Manager  
526 Pattison Street SE  
Olympia, WA 98501


All other terms and conditions of GCB 1367 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.

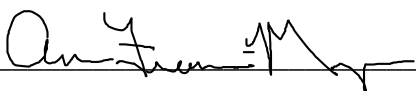
**WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION**

**THURSTON REGIONAL  
PLANNING COUNCIL**

\_\_\_\_\_  
Kerri Woehler, Director of Multimodal Planning  
Date: 02.12.21

  
\_\_\_\_\_  
Marc Daily, Executive Director  
Date: 1/08/2021

**THURSTON COUNTY PUBLIC  
TRANSPORTATION BENEFIT AREA  
AUTHORITY**

  
\_\_\_\_\_  
Ann Freeman-Manzanares, General Manager  
Date: January 8, 2021