



Agenda

Cowlitz Transit Authority

*Dennis Weber (Chair), Mike Wallin (Vice-Chair),
Lisa Alexander, Kim LeFebvre, MaryAlice Wallis
Anthony Harris (Nonvoting), Spencer Boudreau (Alternate),
Mike Karnofski (Alternate), Arne Mortensen (Alternate)*

Wednesday, February 8, 2023

4:00 PM

Longview Council Chambers
1525 Broadway St, Longview

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, the Cowlitz Transit Authority will conduct a **Regular Board Meeting** on **Wednesday, February 8, 2023, at 4:00 p.m.** in the Longview City Hall Council Chamber, 1525 Broadway St, Longview, WA. This meeting is also available by Zoom.

Agendas are made available the Friday before the meeting at www.mylongview.com under "Agendas & Minutes."

Zoom meeting link: <https://us02web.zoom.us/j/89227229680>

Telephone options (dial any of the following numbers):

1 253 215 8782

1 408 638 0968

1 669 900 6833

1 346 248 7799

1 312 626 6799

1 646 876 9923

1 301 715 8592

Webinar ID: 892 2722 9680

Longview City Hall is accessible for persons with disabilities. Special equipment to assist the hearing impaired is also available. Please contact the Board Clerk's Office at (360) 442-5664 at least forty-eight (48) hours in advance if you require special accommodations to attend the meeting. Written comments may be submitted up to forty-eight (48) hours in advance via email at customerservice@rctransit.org.

Next meeting

Wednesday, March 8, 2023

4:00 p.m. – Regular Board Meeting

1. **CALL TO ORDER**
2. **FLAG SALUTE**
3. **ROLL CALL**
4. **PUBLIC COMMENTS**
5. **CONSIDERATION OF MINUTES FOR THE JANUARY 11, 2023 MEETING**

23-000850 January 11, 2023 CTA Board Meeting Minutes

6. **CONSENT CALENDAR**

23-000851 2022 December Cowlitz County Transit Authority Treasurer's Report

23-000852 2022 December CTA Fund Balance Report

23-000853 Invoice #2023-03 - City of Longview \$531,340.00

23-000854 Invoice #13023 - R. Thomas Lee, PLLC \$402.50

7. **REPORTS**

23-000856 2023 Annual Fixed Route Ridership

23-000857 2023 January Daily Fixed Route Ridership

23-000858 2023 January Fixed Route Ridership per Hour

23-000859 2023 January Average Fixed Route Passengers per Trip

23-000861 PTBA Sales Tax Data 2023 v. 2022

23-000865 2022 December LIFT Monthly Ridership

23-000864 2023 January LIFT Monthly Ridership

23-000866 Five Year Ridership Graph

8. **ELECTION OF OFFICERS**

In accordance with the By-Laws of the Cowlitz Transit Authority, Section VI, 6.2, Term, the Board is required to elect a Chair and Vice Chair from among its members at the first meeting in February of each year.

9. **RESOLUTION NO. 2023-01 - METROPOLITAN TRANSPORTATION PLANNING AGREEMENT AMENDMENT**

**METROPOLITAN TRANSPORTATION PLANNING AGREEMENT
(GCB 1361 Amendment 1) presented by Transit Manager Seeks**

SUMMARY STATEMENT:

Washington State Department of Transportation, Cowlitz Wahkiakum Council Of Governments, City of Longview, and Cowlitz Transit Authority are amending the agreement to comply with current state and federal laws, updating the terms, and extending the term of the agreement.

RECOMMENDED ACTION:

Review and discuss the updated agreement.

THEN:

Motion to approve Resolution No. 2023-01.

23-000872 Agenda Summary - Amendment to MPR Transit 314 Agreement

**23-000871 RESOLUTION NO. 2023-01: Approve Amendment To Interlocal Agreement GCB 1361
Relating To Transportation Planning Process In The Longview-Kelso-Rainier
Metropolitan Planning Area (314 Agreement)**

23-000874 GCB 1361 MPO 314 - 2017 December

23-000873 GCB 1361 CWCOG_314_Agreement-Amendment 1

10. MANAGER'S REPORT

11. MISCELLANEOUS

12. ADJOURNMENT



Minutes

Agenda

Cowlitz Transit Authority

*Dennis Weber (Chair), Mike Wallin (Vice-Chair),
Lisa Alexander, Kim LeFebvre, MaryAlice Wallis
Anthony Harris (Nonvoting), Spencer Boudreau (Alternate),
Mike Karnofski (Alternate), Arne Mortensen (Alternate)*

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1525 Broadway St, Longview

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Webinar ID: 828 5153 1977

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Next meeting

Wednesday, February 8, 2023

4:00 p.m. – Regular Board Meeting

1. CALL TO ORDER

Chair Weber called the meeting to order at 4:01 p.m.

2. FLAG SALUTE

The flag salute was recited.

3. ROLL CALL

Present: Chair Dennis Weber; Vice-Chair Mike Wallin; Member Lisa Alexander; Member Kim LeFebvre via Zoom; Member MaryAlice Wallis

Absent: Member (Alternate) Spencer Boudreau; Member (Alternate) Mike Karnofski; Member (Alternate) Arne Mortensen; Member Anthony Harris (Non-Voting)

Staff Present: Ken Hash, Public Works Director; James Seek, Transit Manager; Tabitha Hayden, Transit Supervisor; Tara Hargrave, Clerk of the Board;

Others Present: Tom Lee, Legal Counsel; Lauren Reed, CWCOC

4. PUBLIC COMMENTS

None

5. CONSIDERATION OF MINUTES FOR THE DECEMBER 14, 2022 MEETING

A motion was made by Member Wallin, seconded by Member Wallis, to approve the December 14, 2022 CTA regular board meeting minutes. The motion carried unanimously.

22-0002 December 14, 2022, CTA Board Meeting Minutes

6. CONSENT CALENDAR

A motion was made by Member Alexander, seconded by Member Wallis, to approve the consent calendar in its entirety as presented. The motion carried unanimously.

22-0004 2022 November Cowlitz County Transit Authority Treasurer's Report

22-0005 2022 November CTA Fund Balance Report

22-0003 Invoice #2897 - City of Longview - Audit Representation \$6,805.05

23-00023 Invoice #2023-02 - City of Longview \$531,340.00

7. REPORTS

23-00011 2022 Annual Fixed Route Ridership

23-00012 2022 December Daily Fixed Route Ridership

23-00013 2022 December Fixed Route Ridership per Hour

23-00015 2022 December Average Fixed Route Passengers per Trip**23-00019 PTBA Sales Tax Data 2022 vs. 2021****8. COWLITZ COUNTY INVESTMENT POOL PARTICIPATION AGREEMENT**

A motion was made by Member Wallis, seconded by Member LeFebvre, to allow the Chair or Vice-Chair to sign the Cowlitz County Investment Pool Participation Agreement. Member Weber abstained from the vote. Motion carried unanimously.

23-000794 COWLITZ COUNTY INVESTMENT POOL**SUMMARY STATEMENT:**

The County Treasurer's office has been focused on updating Investment documents and investment strategy to ensure that the County investment pool is invested in a manner to meet the policy objectives and meet all participants cash flow needs.

RECOMMENDED ACTION:

Review and discuss the Cowlitz County Investment Pool Participant Agreement.

THEN:

Motion to authorize the Chair or his Designee to sign the Cowlitz County Investment Pool Participant Agreement.

9. MANAGER'S REPORT

Transit Manager James Seeks provided a brief report.

- Transit's new operator has started. Transit currently has seven (7) new applications for the remaining open spot.
- Transit had two shortened days and route cancellations due to ice and snow. Thanks to the operators who were professional and flexible, Longview and Kelso street crews, Tony Hays for helping with stuck buses and de-icing the Transit Center; and Ben Quam and Tabitha Hayden for dispatching.
- WSDOT grant is in and Transit should hear something from them in May 2023.
- Manager Seeks introduced CTA's new legal counsel, Tom Lee.
- Staff Hayden reported that Paratransit has had three very successful interviews and looks forward to being fully staffed.

10. MISCELLANEOUS

Chair Weber called for any miscellaneous items and none were noted.

11. EXECUTIVE SESSION: EXECUTIVE SESSION PER RCW 42.30.110 - POTENTIAL LITIGATION

Chair Weber called for the executive session starting at 4:23 P.M. and called the meeting back to order at 4:38 P.M.

23-000795 EXECUTIVE SESSION

Pursuant to RCW 42.30.110 (1) (i) to discuss with legal counsel representing the agency litigation in which a member acting in an official capacity is a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

The Executive Session is expected to conclude after 15 minutes, unless extended by the Presiding Officer.

12. ADJOURNMENT

Chair Weber adjourned the meeting at 4:39 P.M.

69701 TRANSIT AUTHORITY

930100 TRANSIT AUTHORITY

Account Information	BARS Information	Beg Balance	Debits	Credits	Change	End Balance
1111000 CASH		680,036.89	540,675.29	- 578,533.69	- 37,858.40	642,178.49
1180000 INVESTMENTS		7,174,386.64	47,193.69	0.00	47,193.69	7,221,580.33
2131020 ACCOUNTS PAYABLE - AP MODULE		0.00	531,340.00	- 531,340.00	0.00	0.00
2880000 UNRESERVED FUND BALANCE		- 6,691,426.39	0.00	0.00	0.00	- 6,691,426.39
3132100 PUBLIC TRANSPORTATION SYSTEM	8900000 DISTRICT ACTIVITIES	- 4,981,053.73	0.00	- 492,614.34	- 492,614.34	- 5,473,668.07
3611000 INVESTMENT EARNINGS	8900000 DISTRICT ACTIVITIES	- 70,335.75	0.00	- 47,193.69	- 47,193.69	- 117,529.44
3614000 OTHER INTEREST	8900000 DISTRICT ACTIVITIES	- 3,901.20	0.00	- 867.26	- 867.26	- 4,768.46
3699100 OTHER MISC REVENUE	8900000 DISTRICT ACTIVITIES	- 1,460.00	0.00	0.00	0.00	- 1,460.00
5492000 OTHER	8900000 DISTRICT ACTIVITIES	3,893,753.54	531,340.00	0.00	531,340.00	4,425,093.54
Total		0.00	1,650,548.98	- 1,650,548.98	0.00	0.00

COWLITZ TRANSIT AUTHORITY FUND BALANCES
For Period Ending: December 31, 2022

	<u>Current Period</u>	<u>Y-T-D</u>
COWLITZ TRANSIT AUTHORITY		
Beginning Balance: January 1, 2022		\$ 6,691,426.39
CTA Revenue		
Metro Sales Tax	492,614.34	5,473,668.07
Interest Earnings/Investments	47,193.69	117,529.44
Local Sales Interest	867.26	4,768.46
LCC Ridership Agreement	-	1,460.00
Other Miscellaneous Revenue	-	-
Subtotal	\$ 540,675.29	\$ 5,597,425.97
CTA Expenditures		
City of Longview	531,340.00	4,409,348.33
City of Longview - Audit Services		2.44
Legal Counsel	-	766.00
Transit Center Security Services	-	-
Subsistence - Meals	-	-
Cowlitz-Wahkiakum Council of Governments Dues	-	14,976.77
Subtotal	\$ 531,340.00	\$ 4,425,093.54
CTA Ending Balance		\$ 7,863,758.82

CITY OF LONGVIEW		
Beginning Balance: January 1, 2022		\$ 1,967,740.36
Longview Revenue		
Farebox/Pass Sales	11,777.08	118,645.13
State Pool - Interest	5,285.84	27,774.75
Payments from CTA	531,340.00	4,409,348.33
Federal Grant Competitive - 5339 - Transit Center	-	-
Federal Grant Competitive- 5339 Replacement Buses	-	-
Federal Grant Competitive- 5307 Flex - Transit Center	-	-
Federal Grant - 5307 Formula- Operating	-	-
Federal Grant - CARES ACT 5307 Formula-Operating	-	-
Federal Grant Competitive- 5310 - Replacement Buses	-	-
Federal Grant Competitive- 5310 Paratransit Operating	-	115,550.00
State Special Needs Formula Grant - Paratransit Operating	147,064.00	619,770.00
State Grant - Regional Mobility Operating	25,444.00	49,500.08
Paratransit Office Space Rental	927.10	11,125.20
Cashier Over-Short / NSF / Bank Returns Fees	-	172.00
Insurance Recoveries	2,656.25	12,543.59
Other Recoveries / Guest Rider	-	65.07
Miscellaneous Adjustments/Settlements	-	2,125.00
Subtotal	\$ 724,494.27	\$ 5,366,619.15
Longview Expenditures		
Subtotal	\$497,552.83	\$5,568,831.23
Longview Ending Balance		\$ 1,765,528.28
Combined CTA & Longview Ending Balance		\$ 9,629,287.10

Date: 02/08/2023
Invoice # 2023-03

BILL TO Cowlitz Transit Authority
207 North 4th Avenue
Kelso WA 98626

[illegible]

REMITTANCE	
Statement #	2023-03
Date	02/08/2023
Amount Due	531,340.00
Amount Enclosed	

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R. THOMAS LEE, PLLC

Tom Lee, Attorney and Counselor at Law
Mailing address: 1603 Larch St. #2490
Longview, Washington 98632
Phone: 425-219-6736
E-Mail: rtl@rtleelaw.attorney
Web: rtleelaw.attorney

Invoice

Bill To: Cowlitz Transit
Authority dba River Cities
Transit
c/o Clerk Tara Hargrave
via email tara@rctransit.org

Invoice No.: 13023
Billing: Project
1/30/23
Customer ID: CTA

Matter	Billable Time	Description	Billing Rate	Discount	Cost	Date
CTA	0.1	CTA: pending litigation claim: client communication: email exchanges with client.	\$175/hour		\$17.50	12/27/22
CTA	0.2	Client communication: client meeting re zip drive, materials.	\$175/hour	NC	\$0.00	1/5/23
CTA	0.1	Client communication: call with client re claim, executive session prep.	\$175/hour		\$17.50	1/9/23
CTA	0.4	Due diligence: review claim.	\$175/hour		\$70.00	1/9/23
CTA	0.4	Due diligence: review claim; follow-up email to client re WSTIP involve.	\$175/hour		\$70.00	1/9/23
CTA	0.4	Client communication: AC client email re executive session, claim analysis.	\$175/hour		\$70.00	1/9/23
CTA	0.2	Client communication: review client emails.	\$175/hour		\$35.00	1/10/23
CTA	0.2	Client communication: prepare for board meeting, executive session.	\$175/hour		\$35.00	1/11/23
CTA	0.7	Client communication: attend board meeting, executive session.	\$175/hour	Bill .5 only	\$87.50	1/11/23
					\$402.50	

Subtotal:
NC discounts
Balance Due: \$402.50

Thank you for the opportunity to be of service! –Tom

Invoice due 20 days from date of issuance. A 1% interest fee will be assessed on all late invoices.

RIVERCITIES TRANSIT
RIDERSHIP BY THE YEAR

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2023	30	1,197												1,197
	31	3,422												3,422
	32	2,632												2,632
	33	2,595												2,595
	44	1,482												1,482
	45	5,332												5,332
	46	299												299
	57	2,543												2,543
	411	171												171
	NCC	86												86
TOTAL		19,759												19,759

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2022	30	754	766	954	894	979	1,089	979	1,209	1,194	1,159	1,004	1,024	12,005
	31	2,258	2,303	3,065	2,931	2,888	3,142	3,056	3,460	3,204	3,102	3,269	3,328	36,006
	32	1,861	1,873	2,302	2,128	2,155	2,285	2,528	2,849	2,858	2,943	2,582	2,267	28,631
	33	1,991	1,986	2,292	2,311	2,111	2,134	1,988	2,336	2,382	2,443	2,344	2,279	26,597
	44	986	1,022	1,350	1,110	1,242	1,511	1,161	1,530	1,458	1,453	1,221	1,282	15,326
	45	3,984	4,401	5,169	4,927	4,937	5,142	4,530	5,419	5,359	5,440	4,966	4,948	59,222
	46	399	353	452	357	402	396	332	471	414	371	301	293	4,541
	57	1,516	1,592	1,860	1,761	1,768	1,834	1,825	2,054	2,066	2,485	2,024	2,026	22,811
	411					61	80	72	82	61	92	78	75	601
	NCC								88	104	160	91	78	521
TOTAL		13,749	14,296	17,444	16,419	16,543	17,613	16,471	19,498	19,100	19,648	17,880	17,600	206,261

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2021	30		488	936	976	799	891	925	816	815	781	714	704	8,845
	31	2,687	2,270	2,991	3,047	2,765	2,724	2,931	2,628	2,538	2,516	2,440	2,498	32,035
	32	1,461	1,424	1,861	1,980	1,747	1,897	2,038	1,688	1,770	1,905	1,772	1,951	21,494
	33	1,844	1,406	1,940	2,196	2,064	2,289	2,269	2,055	1,973	2,066	2,106	2,021	24,229
	44		553	1,240	1,265	1,108	1,119	1,237	1,236	1,130	1,201	1,176	1,093	12,358
	45	3,763	3,278	4,891	4,803	4,599	4,538	4,940	4,621	4,509	4,349	4,142	4,174	52,607
	46									272	422	369	400	1,463
	57	926	912	1,452	1,538	1,262	1,362	1,378	1,367	1,681	1,625	1,382	1,396	16,281
	TOTAL	10,681	10,331	15,311	15,805	14,344	14,820	15,718	14,411	14,688	14,865	14,101	14,237	169,312

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2020	30	1,477	1,489	1,290					765	779	962	664	734	8,160
	31	5,084	5,704	4,363	2,970	2,940	3,360	3,303	2,821	2,884	3,204	2,709	3,137	42,479
	32	4,206	4,287	3,023	1,541	1,655	1,991	2,151	2,049	1,988	2,280	1,820	1,883	28,874
	33	4,036	4,030	2,992	1,729	1,864	2,159	2,344	1,948	1,947	2,269	1,827	1,950	29,095
	44	2,043	2,131	1,801					940	1,123	1,148	931	887	11,004
	45	8,461	8,689	6,780	3,991	3,948	4,976	5,354	4,485	4,279	4,835	3,952	4,353	64,103
	57	3,250	3,152	2,274	1,065	973	1,446	1,556	1,424	1,361	1,574	1,117	1,196	20,388
	TOTAL	28,557	29,482	22,523	11,296	11,380	13,932	14,708	14,432	14,361	16,272	13,020	14,140	204,103

YEAR	ROUTE	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2019	30											455	1238	1,693
	31	6,989	5,734	5,954	6,350	6,176	5,497	5,975	6,522	5,350	6,332	5,494	4,713	71,086
	32	5,787	4,546	4,727	5,044	5,200	4,091	4,460	4,552	4,221	5,114	4,151	3,625	55,518
	33	3,750	3,582	3,747	3,873	3,896	3,610	3,381	3,586	3,305	3,969	3,655	3,455	43,809
	44	2,410	2,108	2,091	2,294	2,386	2,162	2,113	2,133	1,938	2,356	2,029	2,002	26,022
	45	9,099	8,185	8,759	9,102	9,239	7,596	8,172	8,954	8,261	9,742	8,250	7,504	102,863
	57	3,074	2,821	2,953	3,106	3,222	2,687	2,511	2,578	2,416	2,982	2,878	2,512	33,740
TOTAL		31,109	26,976	28,231	29,769	30,119	25,643	26,612	28,325	25,491	30,495	26,912	25,049	334,731

RIVERCITIES TRANSIT DAILY RIDERSHIP REPORT

Jan-23

DATE	ROUTE 30	ROUTE 31	ROUTE 32	ROUTE 33	ROUTE 44	ROUTE 45	ROUTE 45 B	ROUTE 46	ROUTE 57	ROUTE 411	NCC	TOTAL
1												
2 R		111	67	97		172			84	1		532
3	57	149	131	113	84	181	99	15	84	3	5	921
4	45	132	119	121	64	146	120	22	104	5	5	883
5	58	125	102	126	86	146	90	7	100	8	3	851
6	77	140	100	96	87	139	76	10	78	7	2	812
7 S		119	76	60		166			77	2		500
8												
9	52	128	96	100	59	129	72	12	110	6	6	770
10	64	115	126	86	74	122	87	8	109	7	4	802
11	63	139	95	80	83	126	54	4	120	3	2	769
12	55	125	105	121	91	112	75	5	105	8	3	805
13	81	150	89	90	56	129	67	30	85	5	2	784
14 S		113	64	91		129			39	2		438
15												
16 R		121	84	101		164			48	4		522
17	65	151	112	95	63	159	101	12	118	13	6	895
18	51	152	107	106	67	118	80	16	143	6	2	848
19	64	156	95	110	71	137	124	22	130	10	9	928
20	58	177	110	106	67	146	54	26	95	4	10	853
21 S		110	75	67		113			51	6		422
22												
23	63	113	131	104	67	160	95	7	141	11	6	898
24	51	130	132	96	64	162	99	24	112	13	3	886
25	55	144	145	105	89	102	97	14	107	9	6	873
26	69	126	92	132	90	138	68	20	121	5	4	865
27	70	132	91	102	83	127	65	16	84	5	3	778
28 S		98	83	75		135			73	3		467
29												
30	46	131	94	110	65	155	84	7	112	9	2	815
31	53	135	111	105	72	133	79	22	113	16	3	842
TOTAL (26)	1197	3422	2632	2595	1482	3646	1686	299	2543	171	86	19759
WEEKDAY TOTAL (20)	1197	2869	2259	2164	1482	2933	1686	299	2248	155	86	17378
SATURDAY/REDUCED DAY TOTAL (6)		672	449	491		879			372	18		2881
DAILY AVERAGE	60	132	101	100	74	140	84	15	98	7	4	760
WEEKDAY AVERAGE	60	138	109	105	74	138	84	15	109	8	4	844
SATURDAY/REDUCED DAY AVERAGE		112	75	82		147			62	3		480

Ridership by Hour
1/1/2023 - 1/31/2023

Weekday - Passengers by Hour

Route	630	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	TOTAL
31	19	195	180	180	244	206	279	261	298	261	268	233	126	2,750
32	1	100	122	123	207	233	231	239	272	280	154	111	110	2,183
33	0	105	138	226	161	180	202	268	232	219	171	134	68	2,104
Route	630	720	820	920	1020	1120	1220	1320	1420	1520	1620	1720	1820	
44	56	71	107	171	149	146	136	146	132	121	130	75	42	1,482
57	52	175	123	125	188	193	167	232	257	272	186	108	93	2,171
Route					1030	1130	1230	1330	1430	1530	1630			
30					110	175	221	171	200	204	116			1,197
Route						1150	1250	1350	1450	1550				
46						55	68	81	48	47				299
Route	630	700	730	800		not shown for brevity				1700	1720	1800	1830	
45	62	98	138	166						230	107	106	39	4,453
Route		712	810	900		1200		1420			1700			
411		6	21	25		36		35			30			153
Route	635				1035		1335				1735			
NCC	3				15		53				15			86

Saturday - Passengers by Hour

Route	800	900	1000	1100	1200	1300	1400	1500	1600	1700		
31	22	37	69	59	97	84	99	77	80	48	672	
32	13	19	36	59	66	64	67	48	37	40	449	
33	25	37	57	51	57	70	51	55	41	47	491	
Route	820	920	1020	1120	1220	1320	1420	1520	1620	1720		
57	15	25	35	48	44	44	59	51	38	13	372	
Route	800	830	900	930	not shown for brevity			1600	1630	1700	1730	
45	39	25	39	26				65	42	36	13	879
Route			920	945				1500				
411			5	0				13				18

Total Fixed Route

19,759

Average Passengers per Trip

1/1/2023 - 1/31/2023

Weekday

														Passengers per Revenue Service Hr	Avg daily boardings		
Route	630	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800				
31	1.0	9.8	9.0	9.0	12.2	10.3	14.0	13.1	14.9	13.1	13.4	11.7	6.3	11.0	138		
32	0.1	5.0	6.1	6.2	10.4	11.7	11.6	12.0	13.6	14.0	7.7	5.6	5.5	8.7	109		
33	0.0	5.3	6.9	11.3	8.1	9.0	10.1	13.4	11.6	11.0	8.6	6.7	3.4	8.4	105		
Route	630	720	820	920	1020	1120	1220	1320	1420	1520	1620	1720	1820				
44	2.8	3.6	5.4	8.6	7.5	7.3	6.8	7.3	6.6	6.1	6.5	3.8	2.1	6.0	74		
57	2.6	8.8	6.2	6.3	9.4	9.7	8.4	11.6	12.9	13.6	9.3	5.4	4.7	8.7	109		
Route					1030	1130	1230	1330	1430	1530	1630						
30					5.5	8.8	11.1	8.6	10.0	10.2	5.8				8.6	60	
Route					1150		1250	1350	1450	1550							
46					2.8		3.4	4.1	2.4	2.4						3.0	15
Route	630	700	730	800	not shown for brevity						1700	1720	1800	1830			
45	3.1	4.9	6.9	8.3							11.5	5.4	5.3	2.0	11.4	223	
Route	712		810	900	1200			1420		1700							
411	0.30		1.05	1.25	1.80			1.75		1.50						2.8	8
Route	635				1035		1335			1735							
NCC	0.15				0.75		2.65			0.75						1.4	4

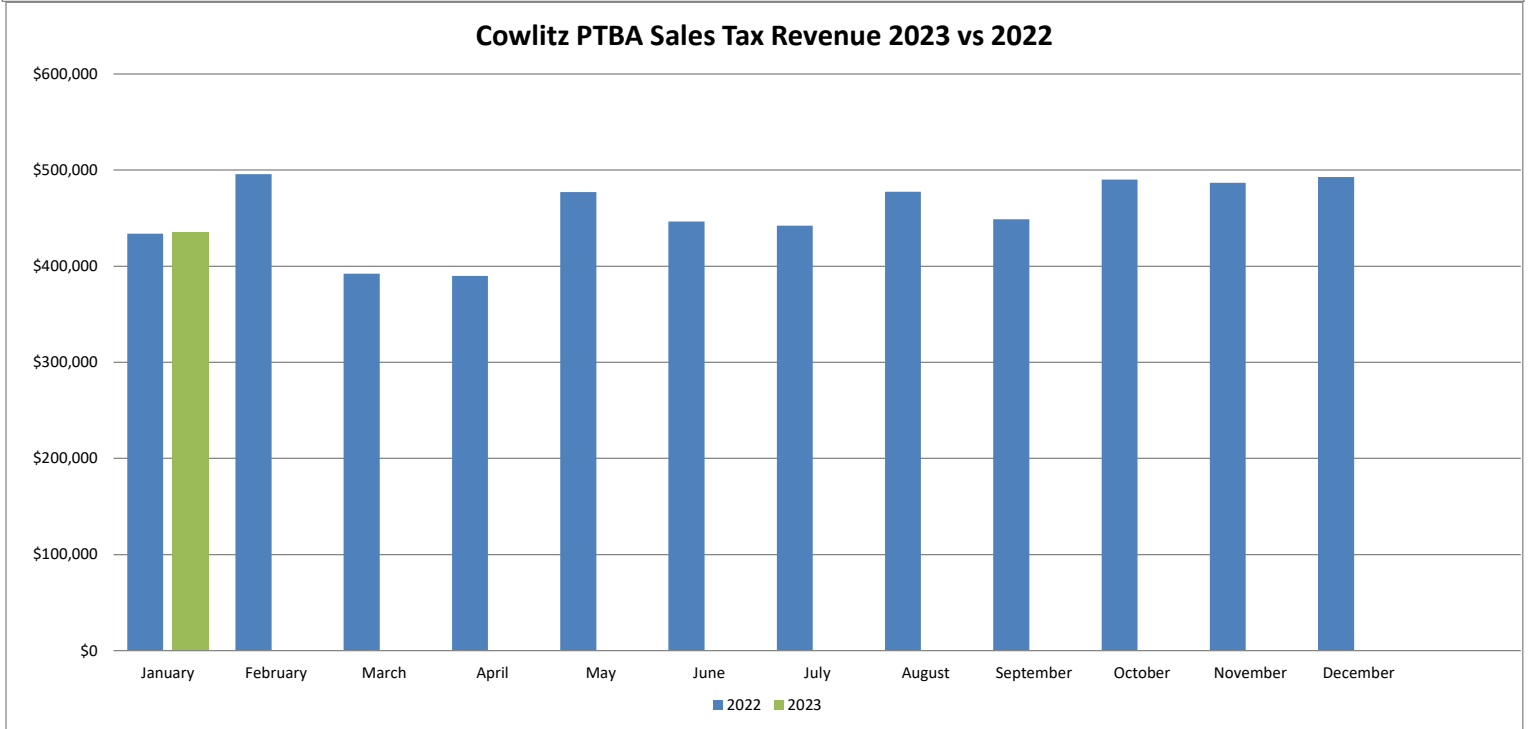
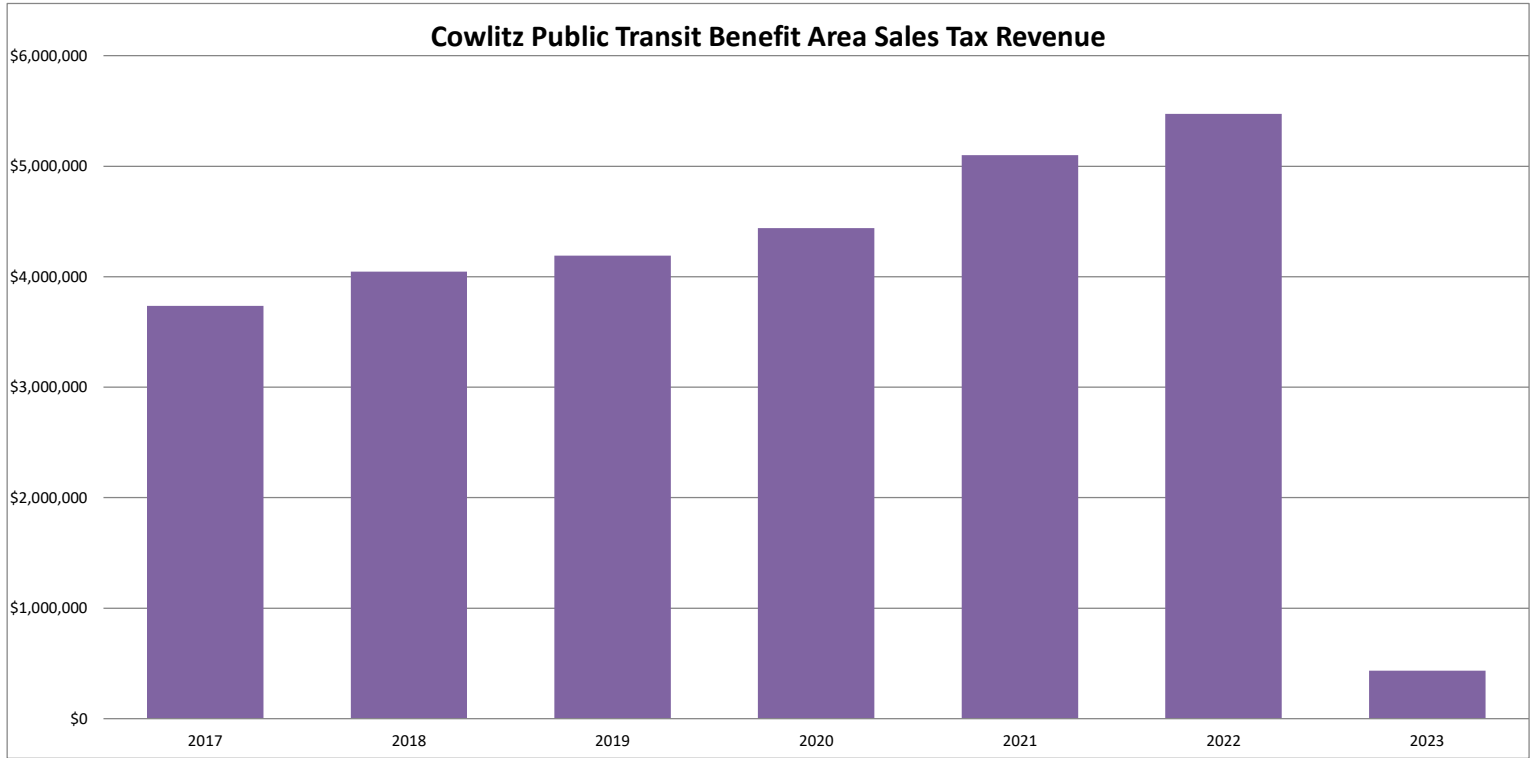
Saturday

											Passengers per Revenue Service Hr		Avg daily boardings
Route	800	900	1000	1100	1200	1300	1400	1500	1600	1700			
31	3.7	6.2	11.5	9.8	16.2	14.0	16.5	12.8	13.3	8.0	11.2	112	
32	2.2	3.2	6.0	9.8	11.0	10.7	11.2	8.0	6.2	6.7	7.5	75	
33	4.2	6.2	9.5	8.5	9.5	11.7	8.5	9.2	6.8	7.8	8.2	82	
Route	820	920	1020	1120	1220	1320	1420	1520	1620	1720			
57	2.5	4.2	5.8	8.0	7.3	7.3	9.8	8.5	6.3	2.2	6.4	62	
Route	800	830	900	not shown for brevity			1600	1630	1700	1730			
45	6.5	4.2	6.5				10.8	7.0	6.0	2.2	14.7	147	
Route	920		945					1500					
411	0.8		0.0					2.2		2.5		3	

System Productivity

Red Less than 3.0 passengers per hour

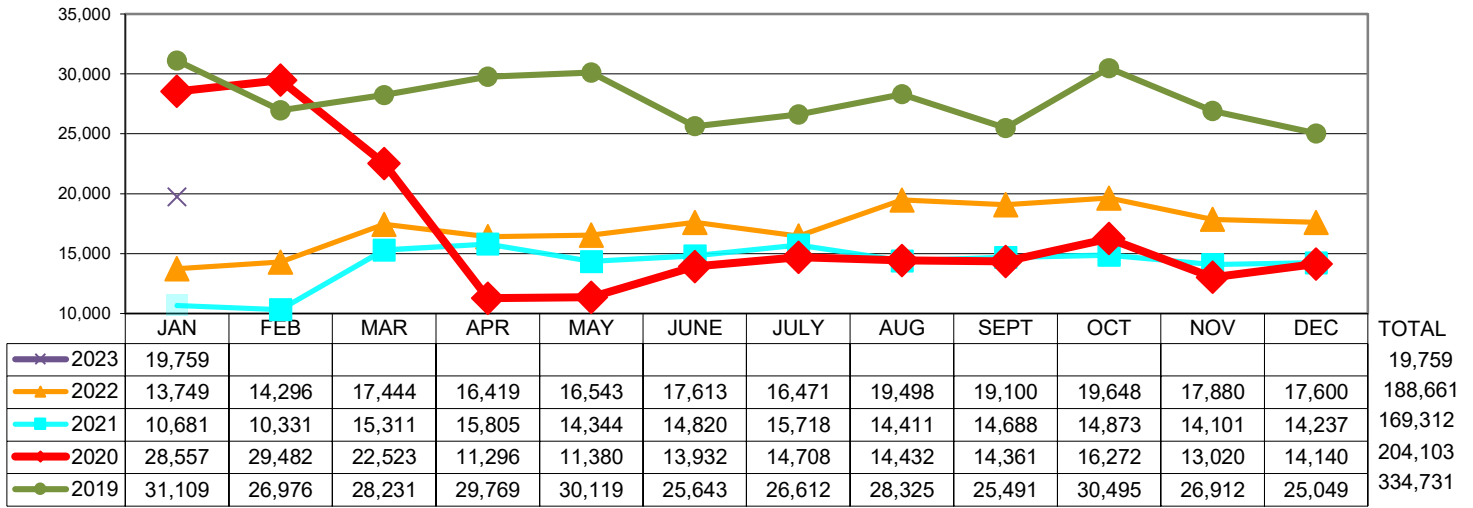
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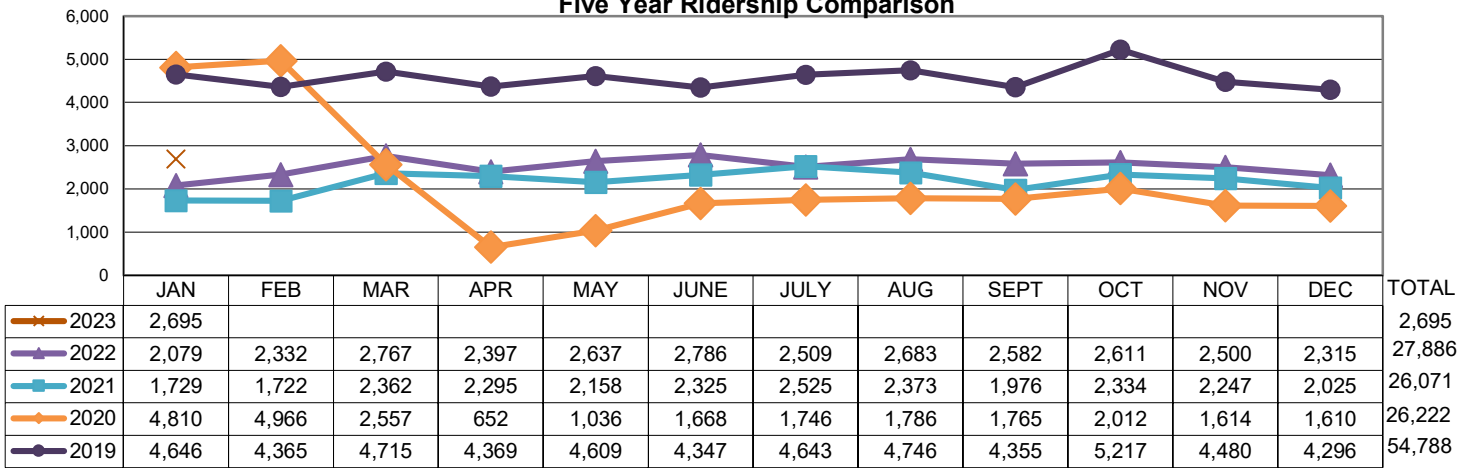
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Date	Total Psgrs	Demand Response Client Trips	Number of Attendrs	Number of Guests	Delivered AMB Psgrs	Delivered W/C Psgrs	% W/C Psgrs Delivered	Psgs Rev Hour	CXLS	No Shows
1/2/2023	61	57	4	0	45	12	21.05%	1.60	4	0
1/3/2023	105	93	12	0	71	22	23.66%	2.17	13	0
1/4/2023	101	85	16	0	62	23	27.06%	1.97	7	1
1/5/2023	106	92	14	0	70	22	23.91%	2.14	13	3
1/6/2023	121	96	25	0	59	37	38.54%	2.23	11	5
1/7/2023	90	73	17	0	49	24	32.88%	2.49	4	1
1/9/2023	109	86	23	0	64	22	25.58%	2.29	10	4
1/10/2023	149	128	21	0	97	31	24.22%	2.42	9	0
1/11/2023	120	99	19	2	69	30	30.30%	2.02	17	4
1/12/2023	125	97	28	0	70	27	27.84%	2.39	14	2
1/13/2023	115	93	22	0	63	30	32.26%	2.23	9	2
1/14/2023	45	40	5	0	30	10	25.00%	1.66	14	1
1/16/2023	77	64	13	0	44	20	31.25%	1.88	15	3
1/17/2023	144	114	30	0	93	21	18.42%	2.53	12	0
1/18/2023	128	101	27	0	68	33	32.67%	2.47	11	0
1/19/2023	87	81	6	0	62	19	23.46%	1.88	15	1
1/20/2023	95	84	11	0	53	31	36.90%	1.81	23	2
1/21/2023	88	62	26	0	44	18	29.03%	2.45	11	0
1/23/2023	94	77	17	0	60	17	22.08%	2.10	20	2
1/24/2023	124	100	24	0	79	21	21.00%	2.17	15	1
1/25/2022	119	94	17	8	61	33	35.11%	2.72	10	0
1/26/2022	112	90	22	0	66	24	26.67%	2.43	8	2
1/27/2022	98	87	11	0	52	35	40.23%	2.30	12	3
1/28/2022	56	48	8	0	30	18	37.50%	2.36	5	0
1/30/2023	84	68	16	0	48	20	29.41%	2.29	4	2
1/31/2022	142	119	23	0	90	29	24.37%	2.37	12	0
	2695	2228	457	10	1599	629	28.23%	2.22	298	39

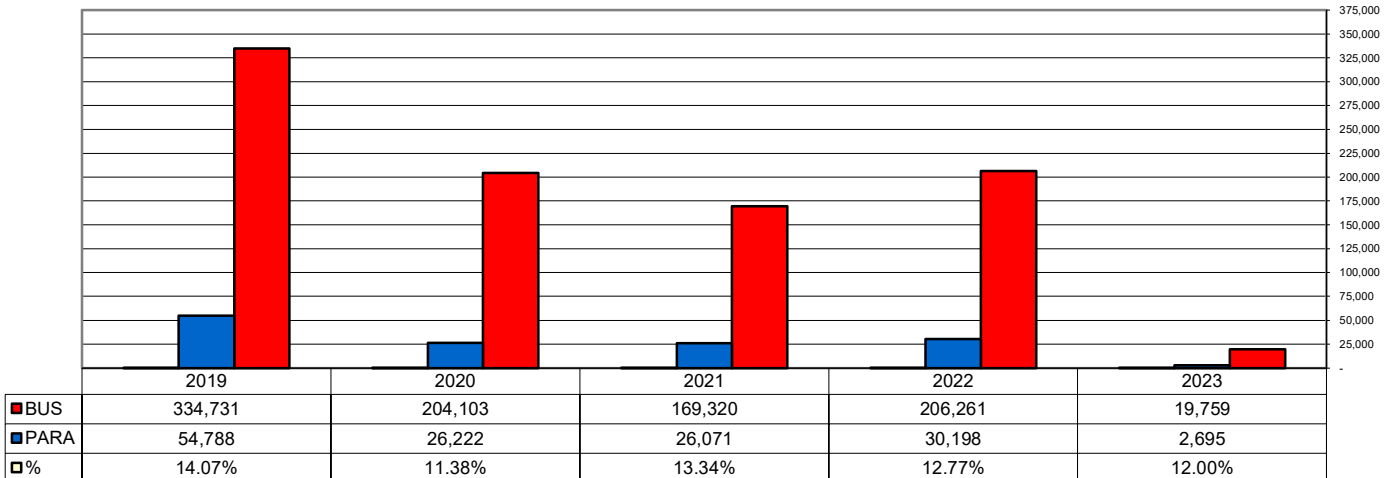
RiverCities Transit Fixed Route Five Year Ridership Comparison



RiverCities Transit Paratransit Five Year Ridership Comparison



Comparison of Ridership Bus and Paratransit Ridership



Cowlitz Transit Authority



Agenda Summary

RESOLUTION NO. 2023-01: APPROVE AMENDMENT TO INTERLOCAL AGREEMENT GCB 1361 RELATING TO TRANSPORTATION PLANNING PROCESS IN THE LONGVIEW-KELSO-RAINIER METROPOLITAN PLANNING AREA (314 AGREEMENT)

SUMMARY STATEMENT:

In 2017, CTA approved an interlocal agreement for transportation planning that is a federal requirement of Metropolitan Planning Organizations (MPOs), the State, and our transit agency. The Cowlitz-Wahkiakum Council of Governments (CWCOG) is the lead agency for the MPO in this region. Federal regulations section 23 CFR 450.314(a) states:

The MPO(s), the State(s), and the providers of public transportation shall cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process. These responsibilities shall be clearly identified in written agreements among the MPO(s), the State(s), and the providers of public transportation serving the MPA. To the extent possible, a single agreement among all responsible parties should be developed. The written agreement(s) shall include specific provisions for the development of [financial plans](#) that support the [metropolitan transportation plan](#) (see [§ 450.324](#)) and the metropolitan TIP (see [§ 450.326](#)), and development of the annual listing of [obligated projects](#) (see [§ 450.334](#)).

The interlocal agreement (commonly known as a 314 agreement) is now up for a five-year renewal. As a point of clarification, please note that the preamble of the agreement identifies Cowlitz Public Transportation Benefit Area and City of Longview separately, but then later refers to the two entities jointly as RIVER CITIES TRANSIT.

Aside from updating obsolete CFR references and other minor revisions, WSDOT has included two subsections in the amendment:

- Adding language specifying that the performance management data sharing and collaboration is documented outside of the 314 agreement in the memo WSDOT updates annually in cooperation with CWCOG and RiverCities Transit, and
- Memorializing an Infrastructure Investment and Jobs Act requirement where 2.5% of an MPOs metropolitan planning funds shall be set aside for Safe and Accessible Transportation, which CWCOG almost certainly meets already.

A copy of the amendment and of the original interlocal agreement is included in the agenda packet. Staff recommends approving the resolution to fulfil the federal requirement for maintaining an interlocal 314 agreement.

FINANCIAL SUMMARY:

This agreement covers work currently performed by RiverCities Transit staff on behalf of the Cowlitz Transit Authority. Local matching funds for federal dollars received by the MPO from the Federal Transit

Administration to conduct transportation planning in the urban area were approved by the CTA and the Longview City Council in the 2023-2024 budgets at an estimated cost of \$9,224 annually.

RECOMMENDED ACTION:

Motion to approve Resolution 2023-01.

RESOLUTION NO. 2023-01

A RESOLUTION OF THE COWLITZ TRANSIT AUTHORITY APPROVING AN
AMENDMENT TO AN INTERLOCAL AGREEMENT RELATING TO MUTUAL
RESPONSIBILITIES FOR TRANSPORTATION PLANNING IN THE LONGVIEW-KELSO-
RAINIER METROPOLITAN PLANNING AREA

WHEREAS, the City of Longview operates RiverCities Transit and is the primary public transit operator within the Longview-Kelso-Rainier Metropolitan Planning Area (MPA), and is a designated recipient of federal transit funding within the MPA; and

WHEREAS, the City of Longview and the Cowlitz Transit Authority jointly fund and establish the operating policies and procedures and planning for RiverCities Transit; and

WHEREAS, the Cowlitz-Wahkiakum Council of Governments (CWCOG) is the Metropolitan Planning Organization (MPO) designated by the Governor of the State of Washington for the MPA, and 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 in accordance with RCW 36.64.080; and

WHEREAS, it is mandated and consistent with federal requirements to formalize the roles and responsibilities of the CWCOG, Washington State Department of Transportation (WSDOT), the City of Longview, and the Cowlitz Transit Authority in order to cooperatively carry out their respective metropolitan and statewide transportation planning and programming requirements to support regional and state transportation plan implementation.

WHEREAS, the interlocal agreement with the CWCOG, City of Longview, and WSDOT for the purposes of establishing mutual responsibilities in carrying out the Metropolitan Transportation Planning processes in the Longview-Kelso-Rainier Metropolitan Planning Area is due to expire.

NOW, THEREFORE, BE IT RESOLVED by the Cowlitz Transit Authority to hereby approve Amendment 1 of Agreement GCB 1361, extending said agreement. The draft amendment is attached as Exhibit A and forms a part of this Resolution.

PASSED by the Cowlitz Transit Authority in regular session and approved this 8th day of February, 2023.

ATTEST:

DENNIS WEBER, CHAIR
Cowlitz Transit Authority

Tara Hargrave, Clerk of the Board

**AGREEMENT RELATING TO MUTUAL RESPONSIBILITIES
IN CARRYING OUT THE METROPOLITAN TRANSPORTATION PLANNING
PROCESS IN THE LONGVIEW-KELSO-RAINIER PLANNING AREA**

GCB 1361

This AGREEMENT is entered into by the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT), Cowlitz-Wahkiakum Council of Governments (CWCOG), the City of Longview (LONGVIEW), and the Cowlitz Public Transportation Benefit Area (PTBA), collectively referred to as the "Parties" and individually as "Party" in this AGREEMENT.

RECITALS

WHEREAS, CWCOG, as the Metropolitan Planning Organization (MPO) so designated by the Governor of Washington state for the LONGVIEW-KELSO-RAINIER 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 in accordance with RCW 36.64.080; 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, LONGVIEW, a municipal corporation pursuant to RCW Title 35A, is the primary public transit operator within the MPA, operating the public transit system under the name River Cities Transit, and is a designated recipient of federal transit funding within the LONGVIEW-KELSO-RAINIER MPA; and

WHEREAS, the PTBA is a public transportation benefit area pursuant to RCW 36.57A encompassing the cities of Longview and Kelso, that has contracted with LONGVIEW to provide public transit services on behalf of the PTBA; and

WHEREAS, LONGVIEW and the PTBA jointly fund River Cities Transit operations and administration, and establish the operating policies, procedures, and planning for River Cities Transit; and the City of Longview is the recipient of FTA funds for River Cities Transit; and

WHEREAS, LONGVIEW and the PTBA for such joint funding, cooperation, and obligations, shall be referred to as RIVER CITIES for the purposes of this AGREEMENT; and

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

WHEREAS, WSDOT is responsible for carrying out a statewide transportation planning process 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(f)(4)(A) and 49 U.S.C. § 5305(d)(2); and

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

WHEREAS, it is mandated and consistent with federal requirements to formalize the roles and responsibilities of CWCOG, WSDOT, and RIVER CITIES 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

WHEREAS, CWCOG is designated as a bi-state MPO and all Parties agree to work cooperatively with transportation partners representing Oregon state involved in the actions listed within this AGREEMENT; and

NOW, THEREFORE, pursuant to the Washington Interlocal Agreement Act, RCW 39.34, and the above recitals 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 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. pt. 450, subpart C. This AGREEMENT includes specific provisions for cooperatively developing and sharing 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. pt. 450, and the annual listing of obligated projects.

SECTION 2: AUTHORITY

2.1 Compliance with Applicable Laws and Regulations

CWCOG, WSDOT, and RIVER CITIES 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 COWLITZ-WAHKIAKUM COUNCIL OF GOVERNMENTS CWCOG

The Parties agree that CWCOG, a voluntary cooperative association administered by a joint board CWCOG Board) in accordance with RCW 36.64.080, is the single MPO designated by the Governor of Washington state for the LONGVIEW-KELSO-RAINIER MPA. CWCOG 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. pt. 450, and 49 C.F.R. pt. 613.

2.3 CITY OF LONGVIEW (LONGVIEW)

LONGVIEW is a municipal corporation pursuant to RCW Title 35A. LONGVIEW has contracted with the FTA, an agency of the U.S. Department of Transportation, through a Master Agreement as amended periodically, to enable providers to be an eligible recipient of certain federal funds.

2.4 COWLITZ PUBLIC TRANSPORTATION BENEFIT AREA PTBA

PTBA is a public transportation benefit area and municipal corporation pursuant to RCW 36.57A. PTBA has contracted with LONGVIEW to provide public transit services on behalf of the PTBA, and to provide administrative support to the PTBA. PTBA and LONGVIEW jointly establish operating policies and procedures and planning for public transportation services, which operates under the name River Cities Transit.

2.5 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION 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 (23 C.F.R. § 450.206, 23 U.S.C. § 104(f)(4)(A), 49 U.S.C. § 5305(d)(2)).

2.5.1 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 MTP Process

CWCOG, in cooperation with WSDOT and RIVER CITIES, 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 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 C.F.R. pt. 450, subpart B, and 49 U.S.C. § 5303.

3.2 CWCOG Board and Committee Structure

CWCOG operates through the CWCOG board that has adopted bylaws establishing its officers, voting procedures, committees, public participation, and related matters. The PTBA does not currently participate on the CWCOG Board, but anticipates becoming an Associate, non-voting member of the CWCOG. LONGVIEW participates on the CWCOG Board as a voting member. PTBA and LONGVIEW both actively serve on the Cowlitz Technical Advisory Committee (TAC). WSDOT participates as needed on the CWCOG/MPO Policy Board as a resource and actively serves on the TAC as a voting member.

3.2.1 CWCOG has established a board of directors with a wide variety of responsibilities including those relating to transportation. The purpose of the transportation work of the CWCOG Board is to hold meetings, appoint committees, and task forces, and generally promote cooperative and coordinated transportation planning/programming processes, to adopt a MTP, which is included as part of the Regional Transportation Plan (RTP), 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 The CWCOG has established a countywide TAC, which coordinates and guides the MTP program in accordance with CWCOG Board policy. The metropolitan planning program includes tasks to carry out 23 C.F.R. 450, subpart C, which include transportation policy development, the development of metro transportation plans, and the programming of transportation projects for funding. CWCOG is responsible for coordination and administration of the TAC. As members, WSDOT and RIVER CITIES agree to provide information and updates to the TAC about their respective plans, studies, and programs.

3.3 CWCOG Unified Planning Work Program

On an annual or biennial basis, CWCOG 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 year. The UPWP shall include a budget that outlines CWCOG's work activities to be conducted, the work timelines, and the work to be produced to carry-out the MPO's duties under 23 C.F.R. pt. 450, subpart C.

3.3.1 Between January and May of each year, or every other year, CWCOG, in cooperation with WSDOT, RIVER CITIES, and the local jurisdictions and members of CWCOG, will prepare the UPWP as required by 23 C.F.R. § 450.308. The UPWP will be reviewed by the TAC, distributed for public review consistent with the CWCOG Public Participation Plan, and submitted to and subject to written approval by the CWCOG Board. The UPWP and budget may be amended at any time by CWCOG 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 CWCOG 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 CWCOG for the following state fiscal year.

3.3.3 CWCOG agrees to coordinate with WSDOT and RIVER CITIES in developing and preparing the UPWP work program. RIVER CITIES agrees to provide CWCOG with the public transportation planning needs for the area within RIVER CITIES' service area and WSDOT agrees to provide CWCOG with the state's transportation planning work components within the LONGVIEW-KELSO-RAINIER 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 CWCOC as agreed to between CWCOC and the Governors of Washington and Oregon. The CWCOC planning process is conducted within the defined MPA boundary for the MPO.

3.4.1 The MPA boundary will be reviewed by CWCOC 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 CWCOC shall prepare and maintain a description and map of the current LONGVIEW-KELSO-RAINIER 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, CWCOC shall periodically provide WSDOT, and RIVER CITIES with current and forecasted demographic, economic, transportation, and other appropriate data as is mutually agreed upon by the Parties. Data distributed by CWCOC for these purposes will be considered the official regional data set for the purposes of regional transportation planning and programming.

3.6 Regional Travel Demand Model

CWCOC develops, maintains, and updates the regional travel demand model that is used for the MTP and TIP, transportation studies, and for evaluating transportation impacts within the LONGVIEW-KELSO-RAINIER MPA. CWCOC agrees to consult with WSDOT and RIVER CITIES regarding various modeling issues, including software platforms, data requirements, and overall model performance for such regional travel demand model. CWCOC agrees to provide the model and information from the model to WSDOT and RIVER CITIES for their own planning purposes. Data distributed by CWCOC for these purposes will be considered the official regional travel demand model for the purposes of regional transportation planning, and programming.

3.6.1 WSDOT and RIVER CITIES may modify the CWCOC travel demand model, at their expense, to meet their specific planning purposes. When such modifications are made, WSDOT and RIVER CITIES agree: 1) to provide a written list of the modifications to CWCOC; and 2) that the modified model will not be portrayed publicly or privately as the CWCOC travel demand model, unless prior written consent is provided by CWCOC, 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, CWCOC and WSDOT shall certify that the MTP process is being carried out in accordance with all applicable federal planning requirements (23 C.F.R. § 450.334). In addition, FHWA and FTA jointly review and evaluate the planning process no less than once every four (4) years. CWCOC is responsible for ensuring compliance with the applicable federal regulations, and agrees to coordinate with WSDOT and RIVER CITIES throughout the federal certification process.

SECTION 4: TRANSPORTATION PLANNING

4.1 Metropolitan Transportation Plan MTP

The MTP published as the RTP is the comprehensive transportation planning document for the LONGVIEW-KELSO-RAINIER MPA. As the designated MPO, CWCOC agrees to prepare, adopt, and maintain a MTP in accordance with 23 U.S.C. § 134, 23 C.F.R. pt. 450, 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. CWCOC agrees to transmit the adopted MTP for use by WSDOT, RIVER CITIES, FHWA, and the 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 RIVER CITIES agree to provide technical assistance, review, and input data and information to CWCOC during the development or amendment of the MTP.

4.1.2 CWCOC agrees to consult and coordinate with WSDOT and RIVER CITIES during the MTP update process to ensure continued consistency between the state transportation plan pursuant to 23 C.F.R. § 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 twenty-year planning horizon as of the effective date of the MTP. CWCOC will ensure that MTP amendments adhere to relevant federal planning requirements and are developed and adopted through the MTP process. When CWCOC determines that an update of the MTP is necessary, it will notify WSDOT and RIVER CITIES in writing. This notification shall include information regarding both the update process and the schedule that CWCOC intends to follow. CWCOC will consult and coordinate with WSDOT and RIVER CITIES as it develops potential modifications to the MTP. After the CWCOC Board's approval of such plan updates, CWCOC will notify and transmit to WSDOT and RIVER CITIES the final CWCOC Board-approved MTP as part of the RTP.

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, but are not limited to:

- a) The Washington Transportation Plan 2040, Phase II
- b) Freight Mobility Plan
- c) Aviation System Plan
- d) Highway System Plan
- e) Washington State Public Transportation Plan

4.2.1 When WSDOT determines that an update or modification to a portion of these statewide plans, policies, performance measures, and targets that specifically relates to the LONGVIEW-KELSO-RAINIER MPA is necessary, it will notify CWCOC 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 CWCOC and RIVER CITIES during this process to assure continued consistency with the MTP. Upon approval of such updates, WSDOT will formally notify the CWCOC and RIVER CITIES in writing of the final content of the public transportation updates.

4.2.2 WSDOT and CWCOC will ensure that all statewide transportation plan components and elements that relate to the LONGVIEW-KELSO-RAINIER MPA and the region's MTP shall be consistent. WSDOT agrees that the statewide transportation plan, in relation to the LONGVIEW-KELSO-RAINIER MPA, shall be developed in cooperation with CWCOC, 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 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 Public Transportation Human Services Transportation Plan (CPHSTP)

The Parties shall ensure coordination and consistency between the local CPHSTP and other statewide and regional planning processes as set forth in 23 C.F.R. pt. 450 and 49 C.F.R. § 613. CWCOC shall lead the development of the CPHSTP in partnership with RIVER CITIES and other providers of human services transportation.

4.4 Roadway Functional Classification

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

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 C.F.R. § 450.212 and 23 C.F.R. § 450.318. The Parties also agree to coordinate in identifying project-planning needs as part of CWCOG'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 CWCOG shall establish performance measures and targets in the MTP in consultation with WSDOT and RIVER CITIES in accordance with 23 U.S.C. §§ 150(c) and (d). Selection of performance measures and targets shall be coordinated with WSDOT and RIVER CITIES 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 CWCOG, in cooperation with WSDOT and RIVER CITIES, is responsible for developing, adopting, and maintaining an approved four (4) year 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 CWCOG for federal funding and projects with committed federal funds after having been found consistent with the MTP. Upon approval by the CWCOG Board and the Governor of Washington state, WSDOT shall include the TIP, without change, directly or by reference, into the STIP as required under 23 U.S.C. § 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 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 four (4) year 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, CWCOG 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. CWCOG shall develop the TIP through a cooperative process involving WSDOT and

RIVER CITIES. In accordance with 23 C.F.R. § 450.316, the development of CWCOG's TIP will also be coordinated with other interested parties, per CWCOG's Public Participation Plan. CWCOG's TIP shall be provided to WSDOT in October of the given CWCOG TIP-update year, for incorporation into the STIP pursuant to 23 C.F.R. § 450.216(b).

5.1.2 WSDOT shall work cooperatively with CWCOG in recommending programming and project selection for state transportation projects eligible for federal funding under WSDOT's project selection responsibility, for inclusion in LONGVIEW-KELSO-RAINIER TIP pursuant to 23 C.F.R. § 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 TIP meeting 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 RIVER CITIES for programming of transit system components consistent with RIVER CITIES' most recently adopted Capital Improvement Program.

5.1.5 WSDOT and RIVER CITIES agree to provide CWCOG 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 C.F.R. § 450.324(h)), as defined in Section 7.2-Financial Planning of this AGREEMENT.

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 CWCOG and RIVER CITIES 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. CWCOG agrees to develop and document procedures, criteria, and schedules for amendments and administrative modifications that are consistent with WSDOT, FHWA, and FTA approved criteria and schedules. WSDOT agrees to transmit STIP related policies, criteria, procedures, and schedules to CWCOG on a timely basis.

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

5.4 Program of Projects

As the designated recipient of FTA funds for the LONGVIEW-KELSO-RAINIER MPA, the City of Longview, that provides such funding to River Cities Transit is the designee of the Governor of Washington state to receive and apportion federal funds for the UZA under Title 49 U.S.C.

5.4.1 Recognizing that River Cities Transit is the recipient of FTA funds from LONGVIEW, RIVER CITIES is responsible for developing a program of projects for apportioned FTA funds in the MPA in a manner that is consistent with the requirements of the United States Code and the Code of Federal Regulations (Program of Projects). Annually, RIVER CITIES will provide CWCOC with its recommended Program of Projects for inclusion in the TIP. RIVER CITIES will notify CWCOC of its intended use of FTA funds apportioned to RIVER CITIES under 49 U.S.C. §§ 5307, 5310, and 5339 (applicable federal sections) for the upcoming calendar year. RIVER CITIES 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 CWCOC Public Participation Plan

CWCOC 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 RIVER CITIES Public Participation Plan

RIVER CITIES 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. RIVER CITIES agrees, to the maximum extent practicable, to coordinate its outreach activities related to transit planning with CWCOC and WSDOT.

6.3 WSDOT Public Participation Plan

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 CWCOC and RIVER CITIES, and seek joint opportunities for public involvement.

SECTION 7: FINANCIAL PLANNING AND FUNDING

7.1 Distribution of Planning Funds

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

7.1.1 As provided under 23 U.S.C. § 104(f)(4)(A), WSDOT has the responsibility to allocate the FHWA Metropolitan Planning (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 CWCOC 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 Metropolitan Planning 49 U.S.C. § 5303 grant funds to CWCOC as MPO. 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 CWCOC, and the allocation with approval by FTA.

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. § 450.322 (development and content of the MTP), 23 C.F.R. § 450.324 (development and content of the TIP), and 23 C.F.R. § 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, CWCOG shall take into account all projects and strategies proposed for funding under 23 U.S.C. § 134(J) and 23 C.F.R. § 450.325, 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. CWCOG agrees to develop and maintain procedures and methodologies in cooperation with RIVER CITIES 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. RIVER CITIES agrees to provide historical information and forecasts for future funding. In the event that WSDOT and RIVER CITIES 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

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

CWCOG is responsible for selecting and programming projects from specified federal funds that are sub-allocated to CWCOG by WSDOT. WSDOT is responsible for determining the sub-allocation amounts, in consultation with CWCOG and other MPOs statewide. WSDOT agrees to develop, implement, and periodically review an accounting process for sub-allocating Surface Transportation Program 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 CWCOG 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 the LONGVIEW is the designated recipient as determined by the Governor of Washington state, RIVER CITIES agrees to administer the sub-allocation of said funds to local municipalities and subdivisions of the State of Washington consistent with the STIP.

SECTION 8: MISCELLANEOUS PROVISIONS

8.1 Replacement Clause

This AGREEMENT fully supersedes and replaces any applicable Transportation Planning Agreement (TPA) between CWCOG and WSDOT, and between CWCOG and RIVER CITIES.

8.2 Dispute Resolution

In the event that a dispute arises under this AGREEMENT, it shall be resolved as follows: The Parties shall each appoint a member to a Disputes Resolution Board (DRB), except that LONGVIEW shall appoint one member to represent both LONGVIEW and PTBA; these three (3) members shall select a fourth (neutral) DRB member not affiliated with any of the Parties. The DRB shall conduct a dispute resolution hearing that shall be informal, non-binding, and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a

prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the fourth DRB member; however, each Party shall be responsible for its own costs and fees.

8.3 Amendments and Modifications

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

8.4 Severability

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

8.5 Execution and Term

This AGREEMENT, including any amendments incorporated into the AGREEMENT, shall remain in full force and effect for five (5) years unless terminated by a Party's governing body, which termination may be for cause or convenience upon ninety (90) days advance written notice. This AGREEMENT shall take effect immediately upon execution by the last signing Party. Any official notifications between the Parties to this AGREEMENT that would affect the terms or conditions of this AGREEMENT shall be directed to the AGREEMENT Managers as noted below:

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

Cowlitz-Wahkiakum Council of Governments (CWCOG)
Attn: Executive Director
Administration Annex
207 4th Avenue North
Kelso, WA 98626

City of Longview
Attn: City Manager
P.O. Box 128
Longview, WA 98632

Cowlitz Transit Authority
Attn: Transit Manager
254 Oregon Way
Longview, WA 98668

8.6 Authority to Sign

The signatories below represent that they have authority to sign this AGREEMENT and bind their respective entities thereto.

8.7 Recitals

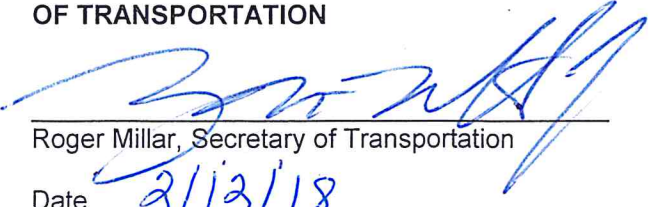
The recitals are hereby incorporated into this AGREEMENT.

8.8 Governing Law, Venue, and Process

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance thereof shall be governed by the laws of the State of Washington. In the event that any Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the Parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the date signed last by the Parties below.

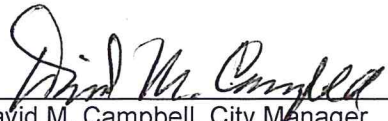
**WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION**



Roger Millar, Secretary of Transportation

Date 2/12/18

CITY OF LONGVIEW



David M. Campbell, City Manager

Date 1-16-18

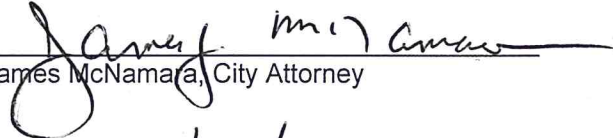
APPROVED AS TO FORM FOR WSDOT:



Susan Cruise
Assistant Attorney General

Date December 12, 2017

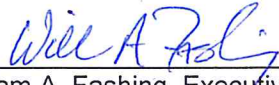
APPROVED AT TO FORM FOR LONGVIEW:



James McNamara, City Attorney

Date 1/16/18

**COWLITZ-WAHKIAKUM COUNCIL OF
GOVERNMENTS**



William A. Fashing, Executive Director

Date 12-27-17

**COWLITZ PUBLIC TRANSPORTATION
BENEFIT AREA**



Dennis P. Weber, Chairperson

Date 12/29/2017

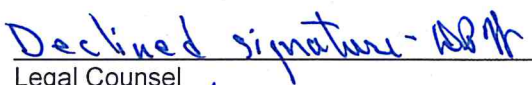
APPROVED AS TO FORM FOR CWCOC



Anisa Kisamore, Business Administrator

Date 12/27/17

APPROVED AS TO FORM FOR PTBA



Legal Counsel

Date 12/29/2017

**AGREEMENT RELATING TO MUTUAL RESPONSIBILITIES IN CARRYING OUT THE
METROPOPLITAN TRANSPORTATION PLANNING PROCESS IN THE LONGVIEW-KELSO-
RAINIER PLANNING AREA**

GCB 1361 Amendment 1

This Amendment is entered into by the into by the Washington State Department of Transportation (WSDOT), Cowlitz-Wahkiakum Council of Governments (CWCOG), the City of Longview, and the Cowlitz Public Transportation Benefit Area (PTBA).

RECITALS

WHEREAS, the Parties entered into the above referenced AGREEMENT effective February 12, 2018, and

WHEREAS, the Parties wish to update the AGREEMENT to current references for state and federal laws, add additional terms, and to extend the term of the AGREEMENT, and

WHEREAS, the Parties want to amend the AGREEMENT as allowed for in Section 8.3.

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 of the AGREEMENT are replaced in their entirety:

3.1 Scope of Metropolitan Transportation Planning Process

CWCOG, in cooperation with WSDOT and RIVER CITIES, 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 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, CWCOG 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). CWCOG is responsible for ensuring compliance with the applicable federal regulations and agrees to coordinate with WSDOT and RIVER CITIES throughout the federal certification process.

4.1.2 CWCOG agrees to consult and coordinate with WSDOT and RIVER CITIES during the MTP 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 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, but are not limited to:

- a) The Washington Transportation Plan
- b) Freight System Plan
- c) Aviation System Plan

- d) Highway System Plan
- e) Washington State Public Transportation Plan

5.1.1 At least every two (2) years, CWCOC 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. CWCOC shall develop the TIP through a cooperative process involving WSDOT and RIVER CITIES. In accordance with federal regulation, the development of CWCOC's TIP will also be coordinated with other interested parties, per CWCOC's Public Participation Plan. CWCOC's TIP shall be provided to WSDOT in October of the given CWCOC TIP-update year, for incorporation into the STIP pursuant to 23 CFR 450.218 (b).

5.1.2 WSDOT shall work cooperatively with CWCOC in recommending programming and project selection for state transportation projects eligible for federal funding under WSDOT's project selection responsibility, for inclusion in CWCOC'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 RIVER CITIES agree to provide CWCOC 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 CWCOC Public Participation Plan

CWCOC 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 CWCOC 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.

7.2.2 In preparing the financial plan, CWCOC shall take into account all projects and strategies proposed for funding under 23 USC, Title 49 USC Chapter 53, and 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. CWCOC agrees to develop and maintain procedures and methodologies in cooperation with RIVER CITIES 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. RIVER CITIES agrees to provide historical information and forecasts for future funding. In the event that WSDOT and RIVER CITIES 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.

7.4 Sub-Allocation of Federal Funds

CWCOG is responsible for selecting and programming projects from specified federal funds that are sub-allocated to CWCOG by WSDOT. WSDOT is responsible for determining the sub-allocation amounts, in consultation with CWCOG and other MPOs statewide. WSDOT agrees to develop, implement, and periodically review an accounting process for sub-allocating funds that are designated by the federal government to be sub-allocated to MPOs. As part of this process, WSDOT agrees to provide to CWCOG 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.

8.5 Execution and Term

This AGREEMENT, including any amendments incorporated into the AGREEMENT, shall remain in full force and effect for five (5) years 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 upon ninety (90) days advance written notice. This AGREEMENT 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

Cowlitz-Wahkiakum Council of Governments (CWCOG)
Attn: Executive Director
PO Box 128
Kelso, WA 98626

City of Longview
Attn: City Manager
PO Box 128
Longview, WA 98632

Cowlitz Transit Authority
Attn: Transit Manager
P.O. Box 128
Longview, WA 98632

The following sections are added to the AGREEMENT:

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

7.3.1 CWCOG agrees to spend, at minimum, 2.5% of its metropolitan planning funding on efforts to increase safe and accessible transportation options, in accordance with 23 U.S.C. 134

8.9 Counterparts and Electronic Signature

This Amendment may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

All other terms and conditions of GCB 1361 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

Kerri Woehler, Director of Multimodal Planning
Date: _____

COWLITZ-WAHKIAKUM COUNCIL OF GOVERNMENTS

William A. Fashing, Executive Director
Date: _____

CITY OF LONGVIEW

Kurt Sacha, City Manager
Date: _____

COWLITZ PUBLIC TRANSPORTATION BENEFIT AREA

Dennis Weber, Chairperson
Date: _____