

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF ADOPTING THE) Resolution No. 79-69
PROSPECTUS FOR REGIONAL TRANSPOR-)
TATION PLANNING IN THE PORTLAND-) Requested by
VANCOUVER METROPOLITAN AREA) Rick Gustafson

WHEREAS, The MSD is the designated Metropolitan Planning Organization (MPO) for the Oregon portion of the Portland/Vancouver urbanized area; and

WHEREAS, The Clark County Regional Planning Council (RPC) is the designated Metropolitan Planning Organization in the Washington portion of the Portland/Vancouver urbanized area; and

WHEREAS, MSD and RPC desire to maintain mechanisms which will ensure adequate coordination of transportation policies, plans and programs of interstate significance and to define responsibilities in carrying out the technical aspects of regional transportation planning programs; and

WHEREAS, A Prospectus is the appropriate vehicle for accomplishment thereof and is required by the joint guidelines of the Federal Highway Administration and the Urban Mass Transportation Administration as outlined in Section 450.114 of the Federal Register; and

WHEREAS, Adoption of the Prospectus is required as part of the continuing planning certification of the region; now, therefore,

BE IT RESOLVED,

1. That the Prospectus for Regional Transportation

Planning in the Portland/Vancouver Metropolitan Area (Exhibit "A") is approved as the document describing the management and coordination of the mutual transportation planning activities in the Portland Metropolitan Region.

2. That the Presiding Officer of the MSD Council and the MSD Executive Officer are authorized to sign the Memorandum of Agreement as included in Exhibit "A."

3. That the MSD Council hereby directs its Executive Officer to submit the Prospectus to the appropriate Federal agencies as a part of the continuing, cooperative and comprehensive process.

ADOPTED by the Council of the Metropolitan Service District this 26th day of July, 1979.



Presiding Officer

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UPDATED PROSPECTUS FOR REGIONAL
TRANSPORTATION PLANNING IN THE
PORTLAND-VANCOUVER METROPOLITAN AREA

METROPOLITAN SERVICE DISTRICT
CLARK COUNTY REGIONAL PLANNING COUNCIL
JUNE, 1979

INTRODUCTION

The purpose of this document is to describe how transportation planning activities in the Portland/Vancouver metropolitan region are managed and coordinated. It is prepared in response to federal planning guidelines issued jointly by the Federal Highway Administration and the Urban Mass Transportation Administration.

The cooperative transportation planning program in the region was revitalized in December of 1976 with a significant increase in planning resources. With the creation of the Metropolitan Service District on January 1, 1979, a major organizational change occurred. Two Metropolitan Planning Organizations (MPO's) were established. The Metropolitan Service District was designated as the MPO for the Oregon portion of the urbanized area and Clark County Regional Planning Council was designated as the MPO for the Washington portion.

A fundamental objective of the MPO programs is to ensure an integration of transportation, land use and environmental considerations by means of a consistent systems level analysis. This analysis forms a basis for updating and maintaining regional transportation plans and improvement programs. In addition, transportation actions necessary to achieve air quality objectives are evaluated by means of this type of analysis. It is essential that transportation plans and programs:

- . are supported by a credible data base and planning analysis indicating how the goals of the region are achieved;
- . are consistent with other functional elements of the regional plans;
- . have broad public understanding and support;
- . are backed by a consensus of the appropriate decision makers; and
- . will be implemented because they are technically sound, fiscally responsible, and represent a regional policy level consensus.

The basic technical analyses upon which regional plans and programs are based examines transportation proposals within a systems context. The broad economic, developmental, environmental, and mobility implications of transportation options are evaluated as they affect more than a single community. This approach attempts to define and evaluate various combinations of policies and actions involving land use, highway, transit, system management, and regulatory measures. The evaluation involves the estimation of how these combinations respond to both near-term and long-term problems and needs. The process recognizes that transportation actions not only affect the level of mobility provided the region's citizens, but

also play a major role in meeting other regional objectives. Objectives such as clean air, energy conservation, economic development, community preservation, and rational land use patterns are strongly emphasized.

The regional transportation plans and programs provide the underlying rationale for and definition of objectives of specific transportation projects. Once objectives are defined and funding provided, project planning activities are conducted to refine and recommend specific project details. These studies concern such factors as the location of routes, stations and interchanges and the estimation of specific impacts. These impacts are then documented in an Environmental Impact Statement.

TRANSPORTATION ISSUES

Like many of the nation's metropolitan areas, the Portland/Vancouver region faces a number of transportation issues:

1. Lack of adequate mobility due to deficiencies in the transportation system;
2. Excessive consumption of energy;
3. Inefficiencies in the use of existing transportation services;
4. Suburban growth in areas having inadequate transportation systems;
5. Disruption of communities by through traffic;
6. Degradation of air and noise quality;
7. Shortage of funds--federal and local.

Beyond these, the region has several unique transportation issues. These issues relate to actions and decisions regarding the change in emphasis from a freeway orientation.

The withdrawal of the Mt. Hood Freeway in July, 1975, culminated an extensive rethinking of transportation in the region. The Portland-Vancouver Metropolitan Area Transportation Study (PVMATS) plan of 1971 emphasizing the construction of several new freeways was rejected by the regional transportation planning process. This resulted in the request by the Governor of Oregon to withdraw the Mt. Hood Freeway. This has resulted in the reservation of over \$150 million in Interstate Transfer funds for use in three major corridors. In a more recent action, the region agreed to request withdrawal of another urban freeway from the Interstate Highway System I-505. The need to study and plan for the effective use of these Interstate Transfer monies remains a high priority.

The region is unique in the United States in planning for and awareness of land use development on a regional scale. The state level Land Conservation and Development Commission (LCDC) has mandated

goals and objectives in developing local comprehensive plans. Based upon adopted goals and objectives, MSD maintains an enforceable land use framework element. These documents lay the foundation for the concurrent evaluation of transportation alternatives which will enable the rational development of consistent land use and transportation plans in the region. This will provide many opportunities and require considerable work to carry out these requirements.

With the rejection of the PVMATS plan, the withdrawal of the Mt. Hood and I-505 Freeways, the adoption of an Interim Transportation Plan, there exists a need to develop a new regional transportation plan. This transportation plan will include a long-range element for both highways and transit. The other element of the plan will be a Transportation Systems Management Plan which will cover a shorter period of time and will be more implementation oriented. Intertwined within these two elements will be a special transportation plan which will address the needs for facilities and services of the elderly and handicapped.

ORGANIZATION OF THE TRANSPORTATION PLANNING PROCESS

A major change in the organizational structure of the regional transportation planning process in the Portland-Vancouver urbanized area occurred on January 1, 1979. Effective the first of the year, the Governor of Oregon designated the Metropolitan Service District (MSD) as the MPO for the Oregon portion of the urbanized area. In a related action, the Governor of Washington designated the Clark County Regional Planning Council (RPC) as the MPO for the portion of the urbanized area in Washington State. In response to these designations, a new committee structure has been organized by the two MPO's. As part of the committee structure, mechanisms have been developed for ensuring adequate interstate coordination of transportation planning activities and decisions. A Memorandum of Agreement between MSD and RPC is included in the Appendix. The Appendix also contains agreements between MSD, ODOT, and Tri-Met; Clark County RPC and Washington DOT; and Clark County RPC and Vancouver Transit. The organizational structure of the two MPO's is described below.

A. Metropolitan Service District (MSD)

1. MSD Transportation Department

A Transportation Department has been established as part of MSD. Currently, the staff of the Transportation Department is composed of a variety of professionally skilled employees. These are supplemented by staff from other MSD departments, ODOT, Tri-Met, City of Portland, and county staff assigned to the MSD Transportation Director. Overall coordination and management of work activities at MSD is provided by the MSD Executive Officer.

The Transportation Director heading the Transportation Department is an MSD employee. The work of the Department is conducted in accordance with the technical guidance of

the Transportation Policy Alternatives Committee and is consistent with the work assignments contained in the Unified Work Program. Under the supervision of the Transportation Director, major functions of the program include:

- a. Development of a Unified Work Program (UWP) and Prospectus for transportation planning in cooperation with the Transportation Policy Alternatives Committee. In support of these documents, specific mutual agreements with Tri-Met, ODOT and Clark County RPC are in effect.
- b. Undertake staff activities in support of the UWP in coordination with work of all participating agencies in an interdisciplinary approach.
- c. Monitor the transportation planning process to optimize the inclusion of regional values such as land use, economic development, and other social, economic and environmental factors in plan development.
- d. Coordinate the development of the transportation plan and improvement program among federal, state and local agencies.
- e. Coordinate the review and approval of projects and plans affecting regional transportation planning by the Transportation Policy Alternatives Committee (TPAC), the Joint Policy Advisory Committee for Transportation (JPACT) and the MSD Council.
- f. Consistent with the UWP and policies established by the MSD Council, provide necessary technical staff support for all aspects of the transportation planning process. Status reports on the technical activities needed to maintain a viable plan are regularly produced.
- g. Collect, maintain and make available to jurisdictions and agencies appropriate regional-level transportation data required for the transportation planning process.
- h. With advice of the Transportation Policy Alternatives Committee (TPAC), assure compliance of the regional transportation planning process with all applicable federal requirements for maintaining certification.
- i. With advice of the Transportation Policy Alternatives Committee (TPAC), assure the preparation, adoption and distribution of required regional plan and program documents as well as backup technical reports.

- j. With advice of the Transportation Policy Alternatives Committee (TPAC), provide management of a multi-jurisdictional, multi-disciplinary systems planning team responsible for developing and maintaining the region's transportation plan.

2. Transportation Policy Alternatives Committee (TPAC)

The Transportation Policy Alternatives Committee coordinates and guides the regional transportation planning program in accordance with the policy of the MSD Council.

The responsibilities of TPAC with respect to transportation planning are:

- a. Review the Unified Work Program (UWP) and Prospectus for transportation planning.
- b. Monitor and provide advice concerning the transportation planning process to ensure adequate consideration of regional values such as land use, economic development, and other social, economic and environmental factors in plan development.
- c. Advise on the development of the regional transportation plan and improvement program.
- d. Advise on the compliance of the regional transportation planning process with all applicable federal requirements for maintaining certification.

The responsibilities of TPAC with respect to air quality planning are:

- a. Develop recommendations for controlling mobile sources of particulates, CO, HC and NOx.
- b. Conduct an in-depth review of travel, social, economic and environmental impacts of proposed transportation control measures.
- c. Provide an overview (critique) of the proposed plan for meeting particulate standards as they relate to mobile sources.

The following local jurisdictions appoint committee members:

Clackamas, Clark, Multnomah and Washington Counties
City of Portland
Cities of each county (4)

In addition, the following agencies appoint a committee member:

Tri-Met
Port of Portland
Oregon Department of Transportation
Washington State Department of Transportation
Federal Highway Administration
Oregon Department of Environmental Quality
Federal Aviation Administration
Urban Mass Transit Administration
Clark County RPC

Lastly, five citizens are being appointed as members of TPAC by the MSD Council.

Three permanent subcommittees of TPAC oversee major areas in the transportation planning process. These are:

- a. Interagency Coordinating Committee (ICC) - guides systems analysis and subarea studies with regard to how these planning activities affect the major transitway corridors;
- b. Transportation Improvement Program Subcommittee (TIP) - develops recommendations for the five-year Transportation Improvement Program, including the Annual Element; and
- c. Special Transportation Subcommittee (inactive) guides the development of components of the plan and program to respond to the needs of the transportation disadvantaged.

Beyond those three subcommittees, working groups are established by the chairperson as necessary. Membership composition is determined according to mission and need. All such groups report to the Transportation Policy Alternatives Committee.

3. Portland AQMA Advisory Committee

An advisory committee to both MSD and the Oregon Department of Environmental Quality (DEQ) has been established to:

- a. Review the interrelationships between planning for particulates, CO and oxidants, and advise DEQ and MSD on the trade-offs between actions involved in controlling stationary sources and transportation control measures in meeting particulates, CO and oxidant standards.
- b. Advise DEQ and MSD on the compatibility and trade-offs between proposed stationary source control measures and proposed mobile control measures.

- c. Provide an overview (critique) of the proposed plan for meeting CO and oxidant standards for consideration by the MSD Council.

The committee has representatives of both the community at large and of those with a specific interest in air quality planning. This is an important prerequisite which ensures that the recommended strategies which evolve will have taken into account many divergent points of view. Thus, members of the committee represent the general public (i.e., no specific interest group), industry, environmental groups, the business community, and affected governments. The membership of the committee is as follows:

Membership for the Portland AQMA Advisory Committee

1. City of Portland
2. MSD
3. Multnomah County
4. Clackamas County
5. Washington County
6. Oregon Department of Transportation
7. Port of Portland
8. Western Oil and Gas Association
9. Associated Oregon Industries (A.O.I.)
10. Portland Chamber of Commerce
11. Oregon Environmental Council
12. League of Women Voters
13. Oregon Student Public Interest Research Group (OSPIRG)
14. Public-at-Large*
15. Public-at-Large*
16. Public-at-Large*
17. Public-at-Large*
18. Representative from Academic Institution
19. Labor Council Representative
20. Tri-Met (Public Transit Agency)
21. Washington Department of Ecology**
22. Southwest Air Pollution Control Authority**
23. Clark County Regional Planning Council**

* One each from the City of Portland and Multnomah, Clackamas and Washington Counties

** Non-voting member

4. Joint Policy Advisory Committee (JPACT)

A Joint Policy Advisory Committee for Transportation provides an ongoing forum for policy-level discussions and advice among elected officials and representatives of

agencies responsible for implementing the transportation plan. This committee reviews and advises on all matters forwarded by TPAC concerning transportation or air quality policies prior to consideration by the full MSD Council.

The Joint Policy Advisory Committee for Transportation is composed of three component groups: elected officials of general purpose local governments, representatives of implementation agencies, and the MSD Transportation Committee (a standing committee of the MSD Council).

The local elected officials on the JPACT are a sub-committee of the Local Officials Advisory Committee representing a cross-section of local governments in the area. In addition, elected officials representing Clark County and the city of Vancouver are appointed by the Clark County Regional Planning Council to sit on the JPACT.

Implementation agencies represented on the JPACT include the Oregon Department of Transportation, Tri-Met, the Port of Portland, the Oregon Department of Environmental Quality and the Washington Department of Transportation.

A Transportation Committee of the MSD Council has been established to review and advise the full Council on transportation/air quality policy matters. This committee is appointed by the Presiding Officer of the Council.

5. MSD Council

The MSD Council is the regional policy body for transportation and air quality as well as other areas such as housing and land use. The Council is composed of 12 members elected from subdistricts. The MSD Council approves the scope and extent of responsibility for regional transportation for each of the participating agencies.

6. Project Planning and Implementation

Once projects are adequately defined in the Systems Planning program and funding is approved, further refinement and development of specific projects is the responsibility of the appropriate implementation agency. Project planning activities are monitored in the regional programming effort to insure adequate resources and proper timing of projects.

7. Coordination with Washington State MPO

The MSD transportation planning process includes significant opportunities for involvement of and coordination with Washington State officials. A number of planning activities are closely coordinated at a staff level.

Specific coordination efforts are described in the MSD/RPC Memorandum of Agreement included in the Appendix. The MSD committee structure provides an opportunity for Washington State participation. Clark County, the city of Vancouver, Washington Department of Ecology and Washington DOT are represented on TPAC. Representatives from the Washington Department of Ecology, the Southwest Air Pollution Control Authority, and the Clark County Regional Planning Council are non-voting members of the Portland AQMA Advisory Committee. The Joint Policy Advisory Committee for Transportation includes an elected member representing the city of Vancouver and Clark County as well as a representative of Washington DOT.

B. CLARK COUNTY REGIONAL PLANNING COUNCIL (RPC)

1. RPC Transportation Section

A transportation section within the Contract and Inter-governmental Service Division of RPC is being established to carry out the responsibilities of the newly designated Metropolitan Planning Organization. The Transportation Section is currently staffed by a variety of professional planners. These employees will soon be supplemented by a Transportation Project Director and additional staff. The Transportation Project Director to be employed by RPC will be responsible for supervising the transportation planning program.

The work of the Transportation Section is conducted with guidance from the Consolidated Transportation Advisory Committee and is consistent with the scope of work contained in the Unified Work Program formally adopted by the Regional Planning Council. The overall coordination and management of the transportation section is provided by RPC Executive Director through delegation to the Transportation Project Director.

The major functions of the Transportation Program include:

- a) Development of a Unified Work Program (UWP) for transportation planning in cooperation with the Consolidated Transportation Advisory Committee. In support of this document, specific mutual agreements with Vancouver Transit, WDOT and MSD are in effect.
- b) Undertake staff activities in support of the UWP in coordination with work of all participating agencies in an interdisciplinary approach.
- c) Monitor the transportation planning process to optimize the inclusion of regional values such as land use, economic development and other social, economic and environmental factors in plan development.
- d) Coordinate the development of the transportation plan and improvement program among federal, state and local agencies.
- e) Coordinate the review and approval of projects and plans affecting regional transportation planning by the Consolidated Transportation Advisory Committee (CTAC) and the Regional Planning Council.
- f) Consistent with the UWP and policies established by the Regional Planning Council, provide necessary technical staff support for all aspects of the transportation planning process. Status reports on the technical activities needed to maintain a viable plan are regularly produced.
- g) Collect, maintain and make available to jurisdictions

- and agencies appropriate regional-level transportation data required for the transportation planning process.
- h) With advice of the Consolidated Transportation Advisory Committee, assure the preparation, adoption and distribution of required regional plan and program documents as well as backup technical reports.
 - j) With advice of the Consolidated Transportation Advisory Committee, provide management of a multi-disciplinary systems planning team responsible for developing and maintaining the region's transportation plan.

2. Consolidated Transportation Advisory Committee

The Consolidated Transportation Advisory Committee assists in the development and coordination of regional transportation plans and programs in accordance with the policy of the Regional Planning Council and in cooperation with MSD and state and federal agencies.

The following local jurisdictions appoint members to the Consolidated Transportation Advisory Committee:

A representative from the staff of Regional Planning Council to be appointed by the Executive Director;

A representative from Clark County to be appointed by the county;

A representative from the City of Vancouver to be appointed by the city;

A representative from the Washington State Department of Transportation to be appointed by the Department;

A citizen-at-large representative to be appointed by the Chairman of the Regional Planning Council;

A representative from a member city or town to be appointed by the Chairman;

A representative from the Port of Vancouver to be appointed by the Port Commission'

A representative from the Port of Camas-Washougal to be appointed by the Port Commission;

An ex officio representative from the Oregon Department of Transportation to be appointed by the Department;

A non-voting liaison representative from the Metropolitan Service District to be appointed by the MSD Executive Officer.

Subcommittees and working groups of the CTAC are established by the CTAC chairperson as necessary to accomplish the objectives of the transportation program.

3. Regional Planning Council

The Regional Planning Council of Clark County is a voluntary organization of public agencies. The activities of the Council or any Council Committee are advisory and not binding on any member without its approval. RPC was established to serve its members through a public forum for policy discussion of issues of regional significance, a program of continuing comprehensive planning for the entire region and the review and coordination of federal, state and local programs having a regional impact. To assist the Council in issues dealing specifically with transportation and air quality policy, two technical committees have been established, CTAC, previously mentioned and the Air Quality Advisory Committee.

The Regional Planning Council is composed of elected officials from each member government or their governing body designate, including Chairman, Clark County Board of Commissioners; Mayors and Councilpersons from seven cities; Commissioners and Board Members from two school districts and three special districts; and representatives from the Clark County and City of Vancouver Planning Commissions.

4. Project Planning and Implementation

Once projects are adequately defined in the Transportation Planning program and funding is approved, further refinement and development of specific projects is the responsibility of the appropriate implementation agency. Project planning activities are monitored in the regional programming effort to insure adequate resources and proper timing of projects.

5. Coordination with Oregon MPO

The RPC transportation planning process includes significant opportunities for involvement of and coordination with Oregon officials. A number of planning activities are closely coordinated at a staff level. Specific coordination efforts are described in the MSD/RPC Memorandum of Agreement. The RPC committee structure provides an opportunity for Oregon State participation. MSD and the Oregon Department of Transportation are both represented on the Consolidated Transportation Advisory Committee.

ELEMENTS OF THE PROCESS

Significant work is currently underway to provide a solid basis for the formal adoption of the regional Transportation Plan in accordance with state legislation. Prior to that adoption, MSD and RPC on an annual basis review and endorse with changes the Interim Transportation Plan, the Transportation Systems Management Plan, the Transportation Improvement Program, and the Air Quality Consistency Statement. The status of and responsibilities for undertaking various components of the transportation planning program as described in federal guidelines is as follows:

A. Land Use Plan

The regional Land Use Framework Plan for the Oregon portion of the region was adopted in December, 1976 by the CRAG Board. Legislation was recently passed giving MSD the authority to enforce the plan. This plan contains probably the only enforceable growth boundary in the nation. The plan, developed by means of a cooperative planning program between CRAG and local jurisdictions' staffs, places all land in the region into three categories - Urban, Rural and Natural Resources. Urban types of development can not occur in areas not designated as Urban. Local plans and zoning by law must conform with the regional plan.

While the Land Use Framework Plan defines those areas where urban services are and are not to be provided, further work is underway to examine the consequences of growth options within the area designated as Urban. This effort, strongly inter-related with efforts to evaluate alternative transportation policies and actions, involves the formulation of alternative growth scenarios through the year 2000. In addition to examining optional patterns of growth, the overall growth of the region is being varied to assess its affects. In addition to assessing the consequences of growth options on transportation and other urban services, the affect of various public policies on growth is also being researched. For instance, as alternative transportation policies and investments are proposed, the likely affects on patterns of urbanization are being estimated.

A land use plan was adopted for the Washington portion of the Urbanized Area by Clark County in May, 1979. This plan is not a framework plan. It designates specific land uses for all of the unincorporated land in Clark County. It also recognizes and incorporates the Urban Growth Boundary for the city of Vancouver which has been in place and enforced since 1971.

B. Transportation Plan

The Interim Transportation Plan specifying long-range policies for highway and transit development was adopted by the CRAG Board in 1975. Since adoption, periodic re-endorsement has been made. A Bicycle Plan was adopted by the CRAG Board in

1976. An Interim Plan for the provision of specialized transportation services to the elderly and handicapped was adopted by the CRAG Board in December of 1977. The Transportation Systems Management Plan was adopted by the CRAG Board in 1976 and is annually re-endorsed.

Efforts to prepare and adopt the MPO's transportation plan stress both technical and coordinative activities. Major efforts are underway to estimate in technical terms, the ramifications of transportation/land use alternatives for use as a basis of updated regional Transportation Plans. In parallel with this technical effort are activities to coordinate the plan update with the various local, regional and state agencies having an interest in the plan.

The responsibilities for formally updating the Oregon MPO plan rests with the MSD Council. As outlined in the MSD/RPC Memorandum of Agreement, the Regional Planning Council will have a major review function. Similarly, Clark County RPC will update the transportation plan for the Washington portion of the region. Again, as outlined in the MSD/RPC Memorandum of Agreement, MSD will provide a review function.

C. Transportation Improvement Program (TIP)

CRAG had annually prepared a regional TIP since 1975. Beginning January 1, 1979, each MPO prepares a TIP describing the projects programmed for their area. Coordination of these documents is described in the MSD/RPC Memorandum of Agreement. These TIPs, containing both an annual element and a five year program, are annually updated prior to the new fiscal year. Initial preparation of the MSD TIP is undertaken by the TIP Subcommittee. The MSD staff provide administrative assistance and prepares a description of proposed projects and the rationale for project selection. In addition, the MSD staff provides information on regional problems and the likely effectiveness of candidate projects. The preparation of the TIP for the Washington portion of the urbanized area is the responsibility of the Consolidated Transportation Advisory Committee with administrative support from RPC's Transportation Division.

D. Social, Economic, and Environmental Effects

The MSD Systems Planning Program is responsible for estimating the broad affects of transportation/land use alternatives. MSD provides this analysis to RPC on a contractual basis. Of major concern are the social, economic, and environmental implications of system options in both the short range and over the long-term. In evaluating alternatives, various measures of impact are assessed. Once projects are defined and funded, a more detailed evaluation of project alternatives is carried out by the responsible implementation agency as part of the Project Planning studies.

E. Air Quality Planning

The interrelationships between transportation, land use, and air quality are studied jointly by MSD, the Washington State Department of Ecology, the Oregon Department of Environmental Quality, RPC and other local and state agencies. The general responsibilities for carrying out various planning tasks were laid out in the designation of the Air Quality Lead Planning Agencies. A cooperative Agreement between MSD and RPC in the conduct of regional air quality analyses has been entered into and is enclosed in the Appendix.

F. Public Involvement

Major efforts to involve various citizen interests in the MPO planning activities are currently underway. A full array of techniques to disseminate findings from the system analysis as well as solicit input and maintain a dialogue with citizens is involved. Once projects are in the project planning stage, the appropriate implementation agency has the responsibility for carrying out a citizen involvement effort directed toward insuring adequate citizen input in the development of specific project alternatives.

G. Civil Rights Considerations

The MPO planning programs are vitally concerned with the affects of alternative plans and programs on various minority groups. Efforts to evaluate transportation/land use alternatives attempt to estimate how minority groups are affected.

H. Planning for the Elderly and Handicapped

A great amount of effort has been made to determine the appropriate level of transportation services required to meet the specialized needs of the elderly and handicapped. An Interim Plan for meeting these needs was adopted by the CRAG Board in December of 1977. As called for in this plan, work is proceeding by Tri-Met to coordinate transportation services as well as to evaluate various types of services. The MPO planning programs, in assessing transportation/land use alternatives, are estimating how the alternatives affect the elderly and handicapped.

I. Energy Conservation

The planning programs emphasize energy consumption as one of the measures of cost-effectiveness of transportation/land use alternatives. The Interim Transportation Plan and Transportation Systems Management emphasize policies and actions which will help conserve energy.

J. Coordination of Private Mass Transportation

Tri-Met has the responsibility for maintaining coordination with private transportation providers. A continuing dialogue is maintained with private taxi operators to insure coordination of services where possible.

K. Technical Activities

1. Analysis of Existing Conditions

MSD has completed an extensive inventory and analysis of existing (1977) travel conditions and underlying urban activities.

2. Evaluation of TSM Alternatives

A prototype study has been completed to identify and evaluate TSM options. This study has not only been successful in developing evaluation techniques, but was used as the basis for allocating some \$5 million in Interstate Transfer funds to numerous TSM projects throughout the region. The results of the TSM evaluation work are incorporated in the TSM element as it is updated.

3. Economic/Land Use Projections

As previously mentioned, major efforts are underway to assess alternative growth forecasts and development patterns. These efforts include the estimation for various growth scenarios of household, population and employment by geographic area in five-year increments through the year 2000. A great amount of work has gone into the development of techniques to be used to provide objective policy-sensitive projections.

4. Evaluation of Investment Alternatives

The planning program emphasizes the evaluation of transportation investment alternatives. The consequences of these transportation alternatives, including TSM options, in combination with land use and other regulatory measures, are estimated as part of this program and displayed for use in deciding on the most cost-effective alternative.

5. Plan Refinement

Once projects are defined through the MPO planning programs, the appropriate implementation agency has the responsibility of defining specific options.

6. Plan Reappraisal

As previously mentioned, the MPO transportation plans are annually reviewed and endorsed by the MPOs.

7. TIP Programming

Staff activities are being undertaken to insure that the findings of the planning programs are available and applied to various candidate projects.

FINANCING THE TRANSPORTATION PLANNING PROGRAMS

The regional transportation planning programs are financed using Federal Highway Administration, Urban Mass Transportation Administration and Federal Aviation Administration funds matched by MSD, ODOT, Tri-Met, RPC and local agency funds as determined annually. In addition to MSD and RPC staffs, local jurisdictions, ODOT, and Tri-Met staffs are assigned to specifically identified tasks in the Unified Work Program. The actual program is based upon specific funding approvals by participating agencies developed as described in the cooperative agreements (attached) between MSD and RPC; MSD, Tri-Met and ODOT; RPC and WDOT; and RPC and Vancouver Transit

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MEMORANDUM OF AGREEMENT
BETWEEN THE
METROPOLITAN SERVICE DISTRICT
AND
CLARK COUNTY REGIONAL PLANNING COUNCIL

This Agreement is made and entered into this ___ day of _____, 1979, by and between the METROPOLITAN SERVICE DISTRICT, hereinafter called "MSD" and the CLARK COUNTY REGIONAL PLANNING COUNCIL, hereinafter called "RPC."

1. MSD is the Metropolitan Planning Organization designated by the Governor of Oregon as the agency responsible for cooperative regional transportation planning in the Oregon portion of the Portland/Vancouver Urbanized Area in compliance with Section 134 of Title 23, U.S.C. and Section 3 1601, et. of Title 49 U.S.C.

2. RPC is the Metropolitan Planning Organization designated by the Governor of Washington as the agency responsible for cooperative regional transportation planning in the Washington portion of the Portland/Vancouver Urbanized Areas in compliance with Section 134 of Title 23, U.S.C. and Section 1601, et. of Title 49 U.S.C.

3. MSD and RPC desire to maintain mechanisms which will ensure adequate coordination of transportation policies, plans and programs of interstate significance.

4. MSD and RPC desire to define responsibilities in carrying out the technical aspects of the regional transportation planning programs.

5. MSD and RPC desire an agreement on how planning resources are to be allocated.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I.

COORDINATION MECHANISMS

1. The Transportation Policy Alternatives Committee of the MSD includes members from the following groups in the state of Washington: Clark County, City of Vancouver and the Washington Department of Transportation, and Clark County RPC.

2. The AQMA Advisory Committee to MSD and the Oregon Department of Environmental Quality includes non-voting membership by representatives from Clark County Regional Planning Council, the Southwest Air Pollution Control Authority and the Washington Department of Ecology.

3. The Joint Policy Alternatives Committee for Transportation of the MSD includes an elected official representing Clark County and the City of Vancouver as well as a representative of the Washington Department of Transportation.

4. The Consolidated Transportation Advisory Committee of the RPC includes membership from MSD and the Oregon Department of Transportation.

5. The staff of the MSD and RPC will communicate on a regular basis to ensure adequate coordination of a) the technical aspects of regional transportation planning, b) efforts to evaluate alternative policies involving issues of interstate significance, and c) activities involved in developing, evaluating, and refining proposals to be included in regional transportation plans and programs.

6. The Regional Transportation Plan (including the Transportation Systems Management Element) and improvement programs (including the Air Quality Consistency Statement) prepared by MSD for the Oregon portion of the urbanized area are to describe how issues of interstate significance are addressed. Before either the regional plan or improvement program for its planning area is adopted by MSD, RPC will be consulted. Any comments or concerns expressed by RPC are to be considered before adoption. Comments will be solicited from RPC and considered by MSD before MSD approves any plan or TIP amendment having interstate significance.

7. The Regional Transportation Plan (including the Transportation Systems Management Element) and improvement programs (including the Air Quality Consistency Statement) prepared by RPC for the Washington portion of the urbanized area are to describe how issues of interstate significance are addressed. Before the regional transportation plan or improvement programs for its planning area are adopted by the RPC governing body, MSD will be consulted. Any comments or concerns expressed by MSD are to be considered before adoption. Comments will be solicited from MSD before RPC approves any plan or TIP amendment having interstate significance.

8. RPC and MSD staff will work together to prepare an annual Unified Work Program (UWP) describing federally funded transportation planning activities to be undertaken. This document is to be adopted by both the MSD Council and the RPC governing body.

ARTICLE II.

PLANNING RESPONSIBILITIES

1. MSD and RPC are responsible for preparing regional transportation plans and improvement programs for their respective planning areas. These efforts are to be coordinated as described in Article II.

2. MSD is responsible for maintaining, improving and applying techniques for simulating travel/air quality implications of transportation/land use proposals and alternatives. RPC may financially support these activities as described in Article III.

3. MSD is responsible for producing projections of population/employment levels to be used in regional transportation/air quality analyses. RPC will provide basic data needed to produce projections. MSD will solicit comments and other input from RPC staff in preparing such projections.

4. RPC will rely on MSD to simulate the travel impacts of transportation/land use proposals and alternatives. RPC may financially support these activities as described in Article III. Mutual agreements will be entered into on the analyses to be performed by MSD.

5. MSD, to the degree allowed by the annual budget, will assist RPC in carrying out various requested technical tasks.

ARTICLE III.

ALLOCATION OF PLANNING FUNDS

Allocation of planning funds and agreements or contractual services are to be annually agreed to by RPC and MSD prior to March of each year.

1. Metropolitan Planning (PL) funds allocated to the Oregon and Washington portions of the urban area are to be used by MSD and RPC respectively.

2. The normal UMTA Section 8 planning fund allocation to the Portland/Vancouver urbanized area is to be allocated to the two MPO's in the same proportion as the population split between the Oregon and Washington portions of the urbanized area. This formula may be changed by mutual agreement in cases where special studies warrant a different allocation.

3. Each MPO is encouraged to obtain other federal, state and local funding sources to ensure adequate financing of their respective planning programs.

4. MSD activities to prepare population/employment projections and improve techniques for simulating travel implications of transportation/land use proposals and alternatives are to be financially supported by RPC in proportion to the ratio of the Washington urbanized area population to the population of the entire urbanized area.

5. RPC, to the degree allowed by the annual budget, will assist MSD in carrying out various requested technical tasks.

6. RPC may contract with MSD to finance the provision of technical support services mutually agreed to by the two parties.

ARTICLE IV.

TERMINATION, EXTENSION AND MODIFICATION

1. This Agreement is to be renewed annually with the approval of the annual Unified Work Program.

2. This Agreement may be modified or terminated at any

time with the mutual consent of the parties in writing.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their authorized representatives.

REGIONAL PLANNING COUNCIL OF
CLARK COUNTY

MSD COUNCIL

Chairman

Presiding Officer

REGIONAL PLANNING COUNCIL OF
CLARK COUNTY

METROPOLITAN SERVICE DISTRICT

Executive Director

Executive Officer

CWO:KT:gl
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COOPERATIVE AGREEMENT ON DUTIES
AND RESPONSIBILITIES OF CRAG, ODOT, & TRI-MET
IN PARTICIPATING IN THE CRAG TRANSPORTATION
PLANNING PROGRAM

This agreement made and entered into this _____ day of _____ 1978, by and between the State of Oregon, by and through its Department of Transportation (ODOT), hereinafter called State; the Tri-County Metropolitan Transportation District of Oregon, a public transit agency, acting by and through its Board of Directors, hereinafter called "Tri-Met", and the Columbia Region Association of Governments, a municipal organization and regional planning district enable Chapters 197.705-197.775 Oregon Revised Statutes, hereinafter called "CRAG".

1. CRAG is the Metropolitan Planning Organization designated by the Governors of Oregon and Washington as the agency responsible for cooperative regional transportation planning in the Portland-Vancouver Standard Statistical Area in compliance with Section 134 of Title 23, U.S.C. and Sections 1601, et. of Title 49 U.S.C. For the Oregon part of the Portland Region, CRAG is the regional planning district under the provisions of Chapter 197, Oregon Revised Statutes.
2. CRAG is eligible to receive transportation planning funds (PL) as authorized in the 1973 Federal-Aid Highway Act for continuing transportation planning in the Portland metropolitan area.
3. CRAG is the eligible recipient of funds authorized by Section 9 of Title 49 U.S.C. Urban Mass Transportation Act for the continuing transportation planning study and coordinated support activities.
4. Tri-Met is the transit agency for the Oregon part of the CRAG planning area under the provisions of 267.010 to 267.390 and is the principal public transit operator eligible for Section 9 Coordinated Support Funding through CRAG for participation in the region's transportation planning program pursuant to State and Federal statutes.
5. The ODOT is the statewide transportation planning and policy development agency under the provisions of ORS 189.610 to 186.640 and is the designated Oregon State agency designated under Title 23 U.S.C. 134 responsible for the cooperative transportation planning process in the Portland region.

6. The State has funds available in part from the Federal Highway Administration to support and participate in the CRAG Systems Planning Program.
7. CRAG, ODOT, and Tri-Met propose to continue to cooperatively conduct the continuing, comprehensive transportation study in the Portland-Vancouver metropolitan area as defined and mutually agreed to in each year's Unified Work Program.

Now therefore, in consideration of the mutual responsibilities to be kept by and between the parties have to, it is agreed as follows:

ARTICLE I DUTIES OF THE PARTIES

- A. It is agreed that CRAG is the lead transportation systems planning agency and Tri-Met and ODOT will assign resources at their own expense to accomplish work mutually agreed upon in the annual Unified Work Program and that results such as reports, technical memorandam, and data from tasks completed will be made available through CRAG as part of the process. The regional Transportation Plan will be prepared using a process involving the public and in compliance with the State's Action Plan. The regional Transportation Plan is to contain a long-range element, special transportation plan element (describing actions to respond to the mobility needs of the elderly and handicapped), Transportation Systems Management element, Air Quality Consistency Statement and Transportation Improvement Program including an annual element.
- B. It is agreed that the CRAG Systems Planning Process will provide mutually agreed-upon products to be supportive of State and Tri-Met project development and operating responsibilities under both UMTA and FHWA regulations.
- C. It is agreed that it is the State's intention to continue to participate in local match support for the Federal Highway Administration planning funds (PL) designated to CRAG as mutually determined by the parties to this agreement for funding the annual Unified Work Program over the next two fiscal years (FY 1979 and Fy 1980).
- D. It is agreed that it is Tri-Met's intention to continue to participate in the local match support for federal (either from the Federal Highway Administration or the Urban Mass Transit Administration) planning funds as mutually determined by the parties to this agreement for funding the annual Unified Work Program.
- E. It is agreed that it is CRAG's intention to continue to have local jurisdiction's dues allocated to support the transportation program and continue to cooperatively

work to finance Tri-Met's Coordinated Support Planning with UMTA Section 9 funds as determined in the annual Unified Work Program.

ARTICLE II: AMENDMENTS

This Agreement may be amended only by written agreement of all parties hereto.

ARTICLE III: TERMINATION

In addition to any other remedy or right to withhold performance which may be provided by law, any party hereto may terminate this Agreement upon six months written notice to all other parties in the event that federal funds upon which the activities set forth in the Prospectus are to be funded are, in whole or in part, discontinued, withdrawn or suspended to a degree which renders that party substantially unable to proceed with performance hereunder.

ARTICLE IV: STATE LAWS

Those provisions of state law required to be included in this agreement are by this reference fully incorporated.

IN WITNESS WHEREOF, STATE, CRAG AND TRI-MET have caused this Agreement to be executed in their respective names by their authorized representatives, all as of the date hereinabove first written.

BO:KT:gh:02
S/303/1-3

AGREEMENT

I. PARTIES

THIS AGREEMENT is made and entered into as of this 3 day of June, 1975, by and between the COLUMBIA REGION ASSOCIATION OF GOVERNMENTS, hereinafter called CRAG, and the WASHINGTON STATE DEPARTMENT OF HIGHWAYS, hereinafter called WSDH.

II. RECITALS

WHEREAS, the Portland-Vancouver standard metropolitan statistical area exceeds fifty thousand population, and is required to have a continuing cooperative comprehensive transportation planning process by Section 134, Title 23 USC; and,

WHEREAS, CRAG has been designated by the Governors of Washington and Oregon under Section 104(f) Title 23 USC as the metropolitan planning organization to be responsible for carrying out the provisions of Section 134, Title 23 USC; and,

WHEREAS, Section 112, P.L. 93-87 (Federal Aid Highway Act of 1973) provides for certain planning funds to be apportioned to the States and provided to such metropolitan planning organizations; and,

WHEREAS, a contract is necessary to convey such funds allocated to WSDH from WSDH to CRAG for the purpose specified,

NOW THEREFORE, in consideration of the payments, covenants and promises herein, it is agreed by and between the parties hereto as follows:

Y 1674

III. WSDH RESPONSIBILITIES

1. Upon execution of this contract by both parties, WSDH will annually distribute to CRAG the PL planning funds by the approved WSDH formula under Section 104(f) Section 134 Title 23 USC for planning purposes in the Portland-Vancouver metropolitan area. Such distribution will be in accordance with the Federal procedures for The Unified Planning Work Program and by the Integrated Grant Applications which are applicable to CRAG. WSDH will notify CRAG each year of the amount of PL funds to be distributed to CRAG for the forthcoming fiscal year as soon as Washington's distribution statewide is approved by the Federal Highway Administration.
2. As a participant in the transportation planning process, WSDH shall be entitled to representation on the appropriate Committees of CRAG, as prescribed by current CRAG rules, resolutions and bylaws.
3. WSDH shall participate fully in the preparation and approval of a Prospectus and Unified Work Program, an adjunct of which shall be a Memorandum of Understanding describing the roles and responsibilities of WSDH and CRAG, mutually approved by both parties.
4. The PL funds for each fiscal year shall be available for legitimate costs incurred from July 1 to June 30 unless otherwise noted at the time of allocation.

IV. CRAG RESPONSIBILITIES

1. CRAG shall use such funds to assist in the accomplishment of the regional transportation planning process according to Section 134, Title 23 USC, as described in CRAG's currently approved Transportation Unified Work Program for the applicable fiscal year as a supplement to its Integrated Grant Application.
2. CRAG shall conduct regional transportation planning according to its latest approved Prospectus and Unified Work Program for the appropriate fiscal year.
3. CRAG shall provide from non-federal sources such money required each fiscal year to match the Federal PL funds which are the subject of this contract.
4. CRAG shall comply with the attached Notice to Contractors, Compliance with Title VI of the Civil Rights Act of 1964 as if it were the contractor there referenced.

V. TERMINATION, EXTENSION AND MODIFICATION

1. This agreement will be renewed annually by the WSDH upon review and approval of the annual Unified Work Program for the applicable fiscal year and the allocation of the WSDH PL funds with the work program. A letter to CRAG from the WSDH indicating such approval will automatically constitute the renewal.

2. This agreement may be modified or terminated at any time upon mutual consent of the parties in writing, and also may be terminated by either party upon thirty (30) days notice for any willful failure or refusal by the other party to perform any material part of this agreement according to its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the first date written above.

COLUMBIA REGION ASSOCIATION OF GOVERNMENTS

By Larry Rice

Title Executive Director

WASHINGTON STATE DEPARTMENT OF HIGHWAYS

By G. M. Adams

Title Director

Approved as to form

19 day of May 1975
Jack A. Borland
Assistant Attorney General

Y 1674

AGREEMENT

This Agreement is entered into as of the 1st day of July, 1979, between the City of Vancouver, hereafter "Vancouver", and the Regional Planning Council of Clark County, hereafter "RPC".

RECITALS

- I. RPC is a voluntary planning organization authorized under the Planning Enabling Act, 1963 Section 36.70.060 and also under Section 35.63.070 R.C.W. RPC serves its members through a public forum for policy discussion of issues of regional significance, a program of continuing comprehensive planning, and the review and coordination of Federal, state, and local programs having regional impact. RPC was designated by the Governor of the State of Washington as the Metropolitan Planning Organization (MPO) for Clark County, effective January 1, 1979. This designation was made in accordance with 23 CFR 450.106 (A), Section 8 of the Urban Mass Transit Act 1964, as amended, and USC 23, Section 134, as amended.

- II. Vancouver is a municipal corporation of the State of Washington under Article 11, Section 10 of the State Constitution. Vancouver operates the Vancouver Transit System under R.C.W. 35.95.010, which provides mass transit service within the city limits of Vancouver.

RECITALS (Concluded)

III. The United States Department of Transportation, acting through the Federal Highway Administration (FHWA) and the Urban Mass Transportation Administration (UMTA), requires that memoranda of understanding be executed by the various participants in the regional transportation planning process to assure for orderly planning and development of transportation facilities.

AGREEMENT

- I. RPC is recognized as the agency responsible for transportation planning within Clark County and for accomplishing the Section 134 planning process. Among its functions and responsibilities are the maintaining of regional certification by FHWA and UMTA, preparing and executing a Unified Work Program (UWP) for transportation planning, review of applications for Federal funds under OMB Circular A-95, preparation of a Transportation Improvement Program (TIP), coordinating and directing the input of other agencies and jurisdictions to the UWP, developing regional forecasts for population employment and land use, preparing and adopting regional goals and objectives, ensuring that air and noise standards are met by transportation plans, and preparing and maintaining a plan of regional transportation facilities to meet future urban travel demands safely and efficiently.

- II. Vancouver Transit System is recognized as the department responsible for the provision of public mass transportation services for Vancouver, including the development of programs for service improvements and capital projects to meet Vancouver's short- and long-term needs, the initiation and conduct of coordinated support activities as part of the UWP, including technical design and demonstration projects, and the preparation of a broad general plan for a mass transit system.

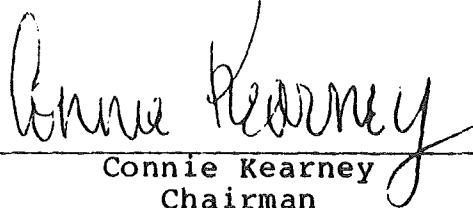
AGREEMENT (Continued)

III. Applications for Federal assistance for UWP activities will be prepared and filed by RPC, with assistance and review by Vancouver. Vancouver will develop and forward to RPC those activities it wishes included in the UWP. Coordinated support activities shall be included in such applications with the mutual agreement of RPC and Vancouver. The funding, work program, consultant selection, and work performance shall be the responsibility of Vancouver, with the advice and assistance of RPC. RPC will ensure that such work is coordinated with regional transportation planning activities. UMTA grants made to RPC for coordinated support activities may be "passed through" to Vancouver Transit System for their intended purposes. Each such grant will be the subject of an agreement between RPC and Vancouver, which defines each agency's role and responsibility for that particular grant.

IV. Applications for Federal assistance for mass transit capital projects shall be prepared and filed by Vancouver. Such applications will be reviewed by RPC as the District clearinghouse for A-95 review. The capital projects shall be part of the RPC Transportation Improvement Program, which will be developed jointly by RPC and Vancouver (and others) to satisfy Vancouver's needs and requirements, to implement the RPC transportation plan, and to satisfy Federal requirements.

AGREEMENT (Concluded)

- V. Vancouver is a member of RPC under the RPC Charter Rules. Its representation on the Council and the various technical advisory committees shall be as specified in the Rules and the committee structures adopted by the Board.

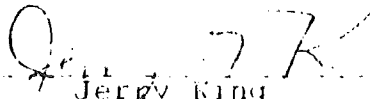


Connie Kearney
Chairman
Regional Planning Council



Jim Justin
Mayor
City of Vancouver

Approved as to form:


Jerry King
Attorney
City of Vancouver

TRANSPORTATION PLANNING AGREEMENT

Vancouver-Clark County Region

THIS AGREEMENT is entered into this 27th day of March, 1979 by the WASHINGTON STATE TRANSPORTATION COMISSION, hereinafter called the "COMMISSION", acting through the DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", and the REGIONAL PLANNING COUNCIL OF CLARK COUNTY hereinafter called the "COUNCIL."

WHEREAS, the COMMISSION, established by state statute, has the primary responsibility of providing a reliable and integrated transportation system for the safe and efficient movement of people and goods; and

WHEREAS, the COUNCIL has been organized by general purpose local governments as a regional council within Clark County, pursuant to RCW 35.63.070 and RCW 36.64.080 for the purpose of studying regional and governmental problems of mutual interest and concern, developing regional plans and programs, and formulating recommendations for review and action by such local governments; and

WHEREAS, the Governor of the State of Washington and the U.S. Office of Management and Budget have designated the COUNCIL as the metropolitan clearing-house for carrying out the provisions of (1) Section 204 of Public Law 89-754 (42 USC 3334), the Demonstration Cities and Metropolitan Development Act of 1966; (2) Title IV of Public Law 90-577 (42 USC 4231-33), the Intergovernmental Cooperation Act of 1968 as interpreted by the OMB Circular A-95 revised; and (3) Section 102(2)(c) of the National Environmental Policy Act of 1969 (42 USC 4332(2)(c)); and

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WHEREAS, the Governor of the State of Washington has also designated the COUNCIL as the Metropolitan Planning Organization (MPO) responsible together with the DEPARTMENT, for carrying out the required continuing, cooperative, and comprehensive transportation planning process of Section 134, Title 23, USC, and therefore the recipient of certain planning funds apportioned to the states in accordance with Section 112, Public Law 93-87, (Federal-Aid Highway Act of 1973) 23 USC 104; and

WHEREAS, federal regulations, 23 CFR 450.108(a), require that the responsibilities for cooperatively carrying out transportation planning and programming be clearly identified in an agreement between the COUNCIL and the DEPARTMENT; and

WHEREAS, it is mutually advantageous to both parties to have these planning responsibilities for the Vancouver-Clark County Region clearly defined,

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS set out below the parties agree as follows:

1. The following terms and conditions shall be deemed to govern the obligations of the parties from the date of this agreement until it is revised or terminated.
2. Definitions as used in this agreement:
 - a. Annual Element: that list of transportation improvement projects proposed for implementation annually pursuant to 23 CFR 450.310.
 - b. Transportation Plan: the plan which incorporates the Transportation Systems Management (TSM) recommendations for short term noncapital improvements and long range element of proposed long term capital improvements pursuant to 23 CFR 450.116.

- c. Transportation Improvement Program (TIP): a staged, multi-year program of transportation improvement projects consistent with the transportation plan developed under 23 CFR 450.116.
 - d. Corridor: the linear area geographically connecting two travel generating centers, encompassing one or more existing and/or proposed transportation facilities in which there are usually multiple alternatives concerning choice of travel mode and facility design.
 - e. Statewide Program: the State Department of Transportation's program of proposed projects using federal funds submitted to the U.S. Secretary of Transportation for approval pursuant to 23 USC 105.
 - f. Vancouver Urbanized Area: that portion of Clark County within the Federal-Aid urban boundary.
3. THE DEPARTMENT does employ the COUNCIL to continue to provide transportation planning together with the Department according to the following conditions:

I

CONTINUING, COMPREHENSIVE, COOPERATIVE
TRANSPORTATION PLANNING PROCESS

Both the DEPARTMENT and the COUNCIL recognize the need for the continuing, comprehensive, and cooperative transportation planning process in the Vancouver urbanized area that results in transportation plans and programs consistent with the comprehensively planned development for the area.

The COUNCIL, within the area hereafter specified, subject to approval by the COMMISSION of an annual Unified Work Program and Budget, shall perform the

continuing, comprehensive, cooperative transportation planning process. The planning process shall be performed in accordance with; (a) the State Action Plan requirements; and, (b) the joint FHWA-UMTA requirements of 23 CFR 450. The State Action Plan requirements shall be those outlined in the Department of Transportations guidelines entitled "Metropolitan Area Systems Planning" dated January 5, 1976, as revised on October 28, 1976, a copy of which is attached hereto, marked Exhibit "A". These guidelines include as an attachment Volume 4, Chapter 4, Section 2, of the Federal-Aid Highway Program Manual, which is the FHWA directive describing the Urban Transportation Planning Process that must be carried out, including the scope, methods, and techniques to be used. The UMTA requirements shall be those in 49 CFR 450 as now or hereafter amended and as supplemented now or hereafter by the Urban Mass Transportation Administration, U.S. Department of Transportation.

The transportation planning area for the purpose of this agreement shall be that as shown on the map attached hereto, marked Exhibit "B" and made a part of this agreement. This boundary is subject to adjustment from time to time upon mutual agreement of the parties and approval by the Federal Highway Administration.

The DEPARTMENT and the COUNCIL agree that the responsibility for development of a regional transportation plan lies with the COUNCIL in cooperation with the DEPARTMENT and other modal agencies. They further agree that the COUNCIL shall have the responsibility of identifying, within the adopted plan, those corridors in which transportation problems exist and shall prioritize them in the determined order of importance. the DEPARTMENT shall use the regional transportation plan in developing its long range and six year plans pursuant to Chapter 47.05 RCW relating to priority programming.

The DEPARTMENT in accordance with the provisions of Chapter 47.05 RCW and its adopted Action Plan (revised to April 1977) shall initiate proposed urban extension and Interstate System projects for inclusion in the annual element of the transportation improvement program as contemplated in 23 CFR 450.310. The DEPARTMENT shall consult with the COUNCIL in selecting and programming urban extension and Interstate System projects within the Vancouver urbanized area and in initiating such projects for inclusion in the annual element. Only Urban extension and Interstate System projects included in the annual element and endorsed by the COUNCIL shall be included in the statewide program of projects submitted to the Federal Highway Administration for approval pursuant to 23 USC 105. The COUNCIL shall enter into an agreement with the Metropolitan Service District, the designated MPO for the Portland, Oregon urbanized area for mutually and cooperatively carrying out this necessary urban transportation planning process in the entire Portland-Vancouver urbanized area. Such agreement shall address the process whereby regional planning, shall be developed as a basis for transportation and air quality planning on both sides of the Columbia River in the Portland-Vancouver region. This coordination agreement must be completed, executed and made a supplement to this agreement by June 30, 1979.

II

ANNUAL BUDGET AND UNIFIED WORK PROGRAM

Prior to March 1 of each year, the COUNCIL, with the participation of the DEPARTMENT shall prepare and submit to the COMMISSION a proposed draft Budget and Unified Work Program for the ensuing fiscal year (July 1 to June 30) for its review and approval. The Budget and Unified Work Program shall show the proposed division between the parties of the actual costs of implementing the

proposed program. The DEPARTMENT will notify the COUNCIL in writing as to the portion of the Budget and Unified Work Program to be funded and the division of costs approved by the COMMISSION. Upon receipt of written acceptance from the COUNCIL this agreement shall become effective for the work elements and periods approved by the COMMISSION.

III

DIVISION OF COSTS AND PAYMENT

- A. The COUNCIL shall be compensated for performance of all work and services required under this agreement by the DEPARTMENT as follows:
1. For the period beginning _____, 1979 and ending June 30, 1980, by reimbursement of 75 percent of the actual cost of implementing that portion of the transportation planning work and services, the cost of which is to be shared by the DEPARTMENT and the COUNCIL, as described in the approved Annual Budget and Unified Work Program. Such costs shall be without markup and as defined and limited below.
 2. For each ensuing fiscal year, July 1 through June 30, by reimbursement by the DEPARTMENT of a percentage, determined in advance by the COMMISSION, of the actual cost of implementing that portion of the transportation planning work and services, the cost of which is to be shared by the DEPARTMENT and the COUNCIL, as described in the approved annual budget and unified work program. Such costs shall be without markup and as defined and limited below.

The percentage of participation for each fiscal year shall be that percentage established by the COMMISSION at the time of its review of the COUNCIL'S Budget and Unified Work Program: PROVIDED, that prior to changing the percentage of reimbursement for such ensuing fiscal year from that in effect for the immediately preceding year the COMMISSION must notify the COUNCIL not less than nine (9) months

prior to the date it intends to establish a specific new percentage rate.

Should the COUNCIL wish to change the percentage of participation at any time, they will make a request setting forth the justification, in writing, to the DEPARTMENT for its consideration and action as deemed appropriate. This request must be submitted at least three (3) months prior to the COUNCIL'S proposed date for action.

At the conclusion of each budget year, the COUNCIL shall prepare and submit to the DEPARTMENT a complete and final cost accounting, not only by budget work elements but also by cost elements: direct labor hours, payroll costs, payroll additive costs, vendor charges, separated overhead, and other chargeable costs. This data shall be related to the various work orders by COUNCIL organizational division.

The COUNCIL shall also prepare a quarterly narrative progress report and financial statement summarizing pertinent developments, activities, and accomplishments and expenditures within each work element of the Unified Work Program during the past quarter. The fourth quarter report shall be expanded to summarize the planning process for the entire year. Such progress reports are to be completed and submitted to the DEPARTMENT within six (6) weeks following the end of the reporting period, except the fourth quarter which shall be within twelve (12) weeks of the end of the period.

The DEPARTMENT or the Federal Highway Administration shall have the right at any time to request the COUNCIL to hold monitoring session(s) to review the status of the program, or for any other purpose deemed necessary.

- B. The COUNCIL acknowledges that it too will receive a substantial benefit from the information developed by its performance of this agreement. The COUNCIL will pay that portion of its cost of performing the work and services in any fiscal period which exceeds that portion agreed to be paid by the DEPARTMENT from the COUNCIL'S own resources and without further recourse to the DEPARTMENT.
- C. The amount of such actual costs shall include and be limited to:
1. Salaries and wages together with the usual and actual payroll charges incident to vacations, holidays, sick leave, health insurance, COUNCIL disability insurance, Washington State Unemployment Insurance, Workman's Compensation, Washington State Retirement System contributions, and Social Security as outlined in the COUNCIL Personnel Manual. ✓
 2. Local and toll telephone charges, all necessary travel including reimbursement as provided for in the COUNCIL Personnel Manual.
 3. The cost of all necessary supplies and materials and services directly used in specific work. ✓
 4. Overhead and indirect costs as approved annually in the COUNCIL line item budget and verified by audit. Such overhead shall be prorated among this work and other activities of the office according to direct labor dollars. Actual costs, for the purpose of this agreement, are those costs incurred in the performance of a particular Unified Work Program for a fiscal year--whether the obligation has been paid for or is payable at the close of a particular year; i.e., determined by an accrual rather than a cash basis accounting system. All such costs as outlined above to be included for partial reimbursement by the DEPARTMENT must be recognized within the Federal-Aid Highway Program Manual, Volume 4, Chapter 1, Section 2, Subsection 2, Contracts dated May 15, 1975, and in the Federal Management Circular 74-4;

Cost Principles Applicable to Grants and Contracts With State and Local Governments, dated July 18, 1974.

- D. Each fiscal year following the approval of the Budget and Unified Work Program and the share of actual costs to be borne by the DEPARTMENT, the DEPARTMENT shall submit to the COUNCIL, on or before the 15th day of each quarter, or as soon as reasonably possible after receipt of a COUNCIL invoice, an amount approximately equal to one-quarter (1/4) of the projected total cost share to be borne by the DEPARTMENT. This quarterly allocation at the agreed reimbursement percentage is for the required work and services to be performed during that quarter by the COUNCIL in accordance with the approved Budget and Unified Work Program.

The COUNCIL, subject to its regular procedures, may draw against and expend funds as may be required for its costs and disbursements in carrying out this agreement.

- E. Items of individual expense that the DEPARTMENT may incur at the request of the COUNCIL for the benefit of these programs from time to time shall be billed separately by the DEPARTMENT to the COUNCIL by invoice. The COUNCIL shall pay the DEPARTMENT within a reasonable time following receipt of such billing.
- F. If at the conclusion of a budget year it is found that the total of the DEPARTMENT'S payments to the COUNCIL have been less than the DEPARTMENT'S agreed percentage share of the cost of the COUNCIL to perform the work as set forth in the approved Annual Budget and Unified Work Program, the DEPARTMENT shall pay the difference to the COUNCIL, provided however, that in no event shall the total DEPARTMENT share of the COUNCIL'S cost of performing the work exceed the dollar amount considered to be the DEPARTMENT'S share in the approved Annual Budget and Unified Work Program for that budget year.

Should the total of such payments by the DEPARTMENT exceed the dollar amount set forth in the approved Annual Budget and Unified Work Program as the DEPARTMENT'S share, or should a portion of the DEPARTMENT'S funds allocated in advance to the COUNCIL remain for any reason at the end of the budget year, the COUNCIL shall immediately reimburse the DEPARTMENT for the full amount of such overpayment of funds remaining.

IV

PERSONNEL AND EQUIPMENT

The COUNCIL shall provide and furnish all management, professional and other personnel comprising a professionally qualified staff of adequate size and experience and all of the materials, supplies, and services of every kind and nature required in order to perform the work to be done under this agreement in a competent and professional manner and in accordance with acceptable work standards.

V

PUBLICATION OF REPORTS

From time to time the COUNCIL will be publishing formal reports on procedures, results, factual data, recommendations, etc., upon completion of a portion of or a phase of a particular work element in the continuing transportation planning process. Three copies of the report in draft form must be submitted to the DEPARTMENT for review and comment and for approval to be published. Depending upon the nature and content of the draft report, the DEPARTMENT will determine whether the report will require Federal Highway Administration's approval for publication. ✓

Publication of any report should give credit to the DEPARTMENT and to the Federal Highway Administration as may be appropriate for that particular report. However, if either the DEPARTMENT or Federal Highway Administration does not wish to subscribe to the findings or conclusions of the study, the following statement

shall be added:

"The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the (DEPARTMENT) or (Federal Highway Administration)."

The COUNCIL shall be free to copyright material developed under this contract. The DEPARTMENT and Federal Highway Administration reserve a royalty-free nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use the work for government purposes.

VI

ASSIGNMENT OR TRANSFER OF WORK

The COUNCIL shall not assign, sublet, or transfer any of the work involving DEPARTMENT funds without prior written approval of the DEPARTMENT and the Federal Highway Administration. Routine service agreements such as for printing, computer services, or for outside professional paid advisors to serve as interdisciplinary team members for the COUNCIL, need COUNCIL approval only.

VII

INSPECTION OF WORK

The DEPARTMENT and the United States Department of Transportation, Federal Highway Administration, shall at all times be accorded proper facilities for review and inspection of the work and shall at all reasonable times have access to the premises, to all data, notes, records, correspondence, instructions, and memoranda of every description pertaining to the work.

VIII

AUDIT PROCEDURES

The COUNCIL shall maintain all records and accounts relating to its costs and expenditures for the work during any fiscal year for a minimum of four (4)

years, and shall make them available at reasonable times at the office of the COUNCIL for audit by representatives of the DEPARTMENT, Federal Highway Administration or any other authorized representative of the state or federal government.

IX

CIVIL RIGHTS ACT OF 1964

During the performance of this agreement, COUNCIL, for itself and its assignees and successors in interest agrees as follows:

1. Compliance with Regulations: The COUNCIL will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this agreement.
2. Nondiscrimination: The COUNCIL, with regard to the work will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The COUNCIL will not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix "B" of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the COUNCIL for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified of the COUNCIL'S obligations under

this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The COUNCIL will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be necessary to ascertain compliance with such regulations, orders, or instructions. Where any information required of the COUNCIL is in the exclusive possession of another who fails or refuses to furnish this information, the COUNCIL shall so certify to the DEPARTMENT or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain this information.
5. Sanctions for Noncompliance: In the event of the COUNCIL'S noncompliance with the nondiscrimination provisions of this agreement, the DEPARTMENT may impose one or both of the following sanctions as it or the Federal Highway Administration may determine to be appropriate:
 - a. Withholding of payments to the COUNCIL under the agreement until compliance; and/or
 - b. Cancellation, termination, or suspension of the agreement in whole or in part.

X

CONTINGENT FEES

The COUNCIL warrants that it has not employed nor retained any company or person other than a bona fide employee working solely for the COUNCIL to solicit or secure this agreement, and that it has not paid nor agreed to pay any company

or person other than a bona fide employee working solely for the COUNCIL any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon resulting from the execution of this agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement funds or consideration, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

XI

AMENDMENTS

This agreement may be amended only in writing and amendments must be approved prior to undertaking changes or work resulting therefrom or incurring additional costs or any extension of time. Said amendments are subject to approval by the U. S. Department of Transportation, Federal Highway Administration.

XII

LIMITATION OF LIABILITY, OBSERVANCE OF LAWS

The COUNCIL shall save and hold the COMMISSION, DEPARTMENT and all officers, agents, and employees harmless from any claim, suit, or action, whatsoever, for damages to property, or for injury or death to any person resulting from or in connection with the performance of this agreement by the COUNCIL.

The COUNCIL shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

XIII

CLAIMS OF EMPLOYEES AND OTHERS

Except for persons employed by the DEPARTMENT and temporarily assigned to the COUNCIL, any and all employees of the COUNCIL or other persons while

engaged in the performance of any work or services required by the COUNCIL under this agreement shall be considered employees of the COUNCIL only and not of the DEPARTMENT, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the COUNCIL'S employees or other persons while so engaged on any of the work or service provided to be rendered herein, shall be the sole obligation or responsibility of the COUNCIL.

XIV

TERMINATION OF AGREEMENT

The COMMISSION may terminate this agreement at such time as it chooses not to approve any proposed Budget and Unified Work Program of the COUNCIL, or portion thereof. To do so the DEPARTMENT shall give prior written notice to the COUNCIL. The DEPARTMENT may also request that the COUNCIL revise and resubmit any Budget and Unified Work Program for consideration by the COMMISSION.

Further, in the event that any of the major member counties or cities withdraw from or cease to be a member of the COUNCIL, the DEPARTMENT may at its option terminate this agreement upon ninety (90) days' written notice to the COUNCIL.

In the event of any termination by the DEPARTMENT or COMMISSION as outlined above, full payment of the DEPARTMENT'S application reimbursable share of actual costs pursuant to and subject to the limits of the payment provisions set forth above shall be made by the DEPARTMENT to the COUNCIL for all work performed to the date of termination. If termination by the DEPARTMENT is for violation of Section X above, payment for the completed work shall be governed by that provision.

ADDITIONAL AND SEPARATE WORK OR SERVICES

At times either the DEPARTMENT or the COUNCIL may desire the other party to perform additional work or services separate and apart from those set forth in the Budget and Unified Work Program for a particular fiscal year. At such times the DEPARTMENT or the COUNCIL will notify the other party of this intent, including a detailed request for the specific work and/or services desired to be performed. The other party will indicate its willingness and ability to do the work or perform the services requested upon specific terms including a detailed cost estimate and a schedule for completion. Written acceptance by the DEPARTMENT or the COUNCIL of the terms shall constitute authority to proceed. The DEPARTMENT or COUNCIL shall pay for such work or services within a reasonable time after billing from the other party. Such billing shall be made pursuant to the terms agreed upon for each particular work project.

Any information, final or preliminary, developed from such additional work and/or services shall be the sole and exclusive property of the agency which contracted for such additional work and/or services and shall not be made available to any other person including members of the public except as required by Chapter 42.17 RCW. Any request for such information pursuant to Chapter 42.17 RCW together with a report of the action taken on the request shall be transmitted to the owner of the information by the agency performing the work and/or services.

IN WITNESS WHEREOF, the undersigned hereto have executed this agreement on the day and year first above written.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By: W. A. Bulley
W. A. Bulley, Secretary of Transportation

REGIONAL PLANNING COUNCIL OF CLARK COUNTY

By: Richard T. Howsley
Richard T. Howsley, Executive Director

Approved as to form this
15 day of March, 1979

[Signature]
Assistant Attorney General