

Return To:

Spokane Regional Transportation Council
221 W. First Avenue, Suite 310
Spokane, WA 99201

AN INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY, CITY OF SPOKANE, CITY OF SPOKANE VALLEY, WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, SPOKANE TRANSIT AUTHORITY, AND OTHER CITIES AND TOWNS WITHIN SPOKANE COUNTY, TO FORM THE SPOKANE REGIONAL TRANSPORTATION COUNCIL, DEFINE ITS ORGANIZATION AND POWERS, AND ITS JURISDICTIONAL AREA.

THIS AGREEMENT, is made and entered into among the County of Spokane, a political subdivision of the State of Washington, hereinafter referred to as the "County," the City of Spokane, a municipal corporation of the State of Washington, the City of Spokane Valley, a non-charter code city of the State of Washington, the Washington State Department of Transportation, an agency of the State of Washington, hereinafter referred to as "WSDOT," the Washington State Transportation Commission, hereinafter referred to as "WSTC", the Spokane Transit Authority, a municipal corporation of the State of Washington, hereinafter referred to as "STA," and other incorporated towns and cities located within Spokane County, hereinafter referred to as "Other Members," jointly, along with the County, City of Spokane, STA and WSDOT are collectively referred to as the "Members."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate to perform functions which each may individually perform; and

WHEREAS, on August 10, 2005, the President of the United States signed the Safe, Accountable, Flexible, Efficient, Transportation Efficiency Act: a Legacy for Users (SAFETEA-LU), which provided authorization for highways, highway safety, and mass transportation and enunciated a policy "[t]o develop a National Intermodal Transportation System that is economically efficient, environmentally sound, provide the foundation for the nation to compete in the

global economy and will move people and goods in an energy efficient manner;" and

WHEREAS, in 1962, Federal transportation legislation required the establishment, by agreement between the Governor of the State of Washington and units of general purpose local government, of a Metropolitan Planning Organization (MPO), which in cooperation with the State of Washington, shall develop transportation plans and programs for urbanized areas of Washington State; and

WHEREAS, Ch. 47.80 RCW authorizes the formation of a Regional Transportation Planning Organization (RTPO) by voluntary association of local governments within a county; provided each RTPO shall have as members the county and at least sixty percent of the cities and towns within the RTPO's boundaries, representing a minimum of seventy-five percent of the cities' and towns' population; and

WHEREAS, each RTPO formed by local governments shall create a transportation policy board to provide policy advice to the RTPO and shall allow representatives of major employers within the region, the department of transportation, transit districts, port districts, and member cities, towns, and counties within the region to participate in policy making; and

WHEREAS, among other duties, each RTPO shall: (i) develop and periodically update a regional transportation plan in cooperation with the State department of transportation, providers of public transportation and high capacity transportation, ports, and local governments within the region and shall (ii) designate a lead planning agency to coordinate preparation of said regional transportation plan and carry out the other responsibilities of the organization; and

WHEREAS, RCW 47.80.020 provides that the RTPO in an urbanized area shall be the same as the MPO designated for federal transportation planning purposes; and

WHEREAS, pursuant to the above referenced state and federal laws, the Members are desirous of establishing a regional transportation council ("Council") to carry out those responsibilities of the MPO as provided for in Federal Transportation legislation as well as other responsibilities determined by the Council.

NOW, THEREFORE, in consideration of the following terms and conditions, to include the above recitals, which are incorporated herein as a part of this Agreement, it is agreed among the Members:

Section 1: NAME/ORGANIZATION

A voluntary association and joint board, comprising representatives of the County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation (WSDOT), Washington State Transportation Commission (WSTC), Spokane Transit Authority (STA), and Other Members is hereby created and shall be known as the Spokane Regional Transportation Council, referred to hereinafter as the "Council."

Section 2: PURPOSE

Recognizing that coordinated transportation planning of the County, Cities and Towns, WSDOT, WSTC, STA and Other Members are necessarily interwoven and interdependent and that the interests of all citizens will best be served by coordinated, cooperative, and comprehensive transportation planning, this Council is established to facilitate such appropriate coordination and cooperation and provide for continuing area wide transportation planning program in accordance with Section 3, herein.

The Council is not authorized to in any way supersede the authority vested in the County, Cities and Towns, WSDOT, WSTC, STA or Other Members, but is intended to meet the prerequisites of United States Code Titles 23 and 49, and RCW Chapter 47.80.

Section 3: POWERS AND FUNCTIONS

The functions, responsibilities, and powers of Council shall be as follows:

- (a) To perform the functions of a Transportation Management Area (TMA) for the metropolitan area, which includes those functions set forth in the SAFETEA-LU legislation of August 10, 2005, and related rules, as amended to implement SAFETEA-LU as well as those functions, which may be required hereinafter by subsequent Federal Transportation legislation.
- (b) To perform the functions of a Metropolitan Planning Organization (MPO) as set forth in Title 23 United States Code and Title 49 United States Code as currently adopted or as amended, and 23 CFR Parts 450 and 500 and 40 CFR Part 613, as currently adopted or as amended.

- (c) To perform the functions of a Regional Transportation Planning Organization (RTPO) as set forth in Ch. 47.80 RCW and Ch. 468-86 WAC, as currently adopted or as amended.
- (d) To prepare and update a Metropolitan Transportation Plan pursuant to 23 CFR Parts 450 and 500 and 49 CFR Part 613.
- (e) To engage in regional transportation planning.
- (f) To administer regional transportation funding programs and consider those projects which have been approved by the governing bodies of the Members and which are incorporated within the adopted Metropolitan Transportation Plan.
- (g) To participate in the development and maintenance of transportation related information necessary to support the functions and responsibilities of the Council.
- (h) To promote the regional transportation interests, plans and projects to local, state and federal public and private entities.
- (i) To contract with the WSDOT or other appropriate entities in order to meet requirements of State and/or Federal Transportation legislation.
- (j) To create committees as necessary, to advise the Board on regional transportation related matters. At a minimum this shall include:
 - a. the Transportation Advisory Council (TAC) whose composition and responsibilities shall be defined by the Board.
 - b. the Transportation Technical Committee (TTC) whose composition and responsibilities shall be defined by the Board.
- (k) To comply with the Transportation Planning requirements set forth in the Washington State Growth Management Act, and Ch. 47.80 RCW, consistent with Spokane County County-wide Planning Policies.
- (l) To perform such other transportation planning and program related functions as the Board may hereinafter determine to be in the best interests of the Council and the members thereof, which are consistent with the terms of this Agreement and related federal and state law.

The Council, or any of the Members hereto, may receive grants-in-aid from the State or Federal Government or any other department or agency and

may accept gifts from public or private entities for the purposes authorized in this Agreement.

Section 4: JURISDICTIONAL AND METROPOLITAN AREA DEFINED

The Council's jurisdictional area shall consist of all incorporated and unincorporated areas of Spokane County, Washington, and may include contiguous areas across county or state boundaries as deemed appropriate and which meet the criteria of State and/or Federal Transportation legislation.

Section 5: GOVERNING BODY AND OFFICERS

The governing body (the "Board") of the Council, consisting of twelve voting (12) persons, shall be established by the following thresholds:

- (a) Jurisdictions under 50,000 people - One (1) person jointly selected by jurisdictions with populations between 50,000 and 5,000 people plus one (1) person jointly selected by jurisdictions with populations fewer than 5,000 people. The person selected shall be an elected official from a small town/city;
- (b) Jurisdictions between 50,001 to 100,000 people – one (1) person appointed by each respective governing body, who shall be an elected official;
- (c) Jurisdictions over 100,001 people– two (2) persons appointed by each respective governing body, who shall be elected officials; (The population of Spokane County includes the population of its cities and towns);
- (d) One (1) Board Member of STA, who shall be appointed by the STA Board;
- (e) Two (2) State Transportation representatives, one (1) from the Washington State Department of Transportation and appointed by the Secretary of Transportation, and one (1) from the Washington State Transportation Commission appointed by the Chair of the Commission;
- (f) One (1) person who represents a major employer, with preference for a provider of private sector transportation services within the region who shall be appointed by a majority vote of the Board; and
- (g) One (1) person who is Chair of the Transportation Advisory Council, provided such person resides within the jurisdiction of the MPO.

(h) There shall be four (4) ex officio, non-voting members serving on the Board representing different modes of transportation, which shall include:

(1) One (1) person representing STA, who shall be appointed by the STA Board;

(2) One (1) person representing Rail; who shall be appointed by the Members ;

(3) One (1) person representing Airports; who shall be appointed by the Airport Board; and

(4) The Chair of the TTC

(i) Pursuant to RCW 47.80.040 all legislators whose districts are wholly or partly within the designated boundaries of the Council, are considered ex officio (non-voting) members of the Board.

(j) All Board appointments shall be for a term of three (3) years or the tenure of office of the representative in his/her respective jurisdiction, whichever is the lesser time. Alternate Board representatives may serve in the absence of the designated representative so long as the alternate representative is an elected or appointed official of the appointing Member's parent agency (or governing body, as appropriate) and whose name has been placed on record with the Council. All alternate Board representatives must serve in the same capacity as the regularly designated representative as defined hereinabove.

(k) The Board shall elect a Chair and Vice-Chair ("Officers") by majority vote of the Board. Only representatives who are elected officials may be Officers. To be eligible for the Chair position, the Board Member shall have served on the Board for at least one year. The term for Officers may be up to two (2) years in each office. Ex officio members may not serve as Officers.

(j) A Board Member who, during a calendar year, has three (3) unexcused absences from regular Board meetings shall be automatically removed from the Board, without further action.

Section 6: MEETINGS

The Council shall hold regular monthly Board meetings. The Chair may call a special meeting or executive session or shall call a special meeting at the request of a majority of the Board.

The Board shall adopt rules for the conduct of its business consistent with this Agreement and such rules shall prescribe the place of meetings, the method of providing reasonable notice to Members thereof, the form of the

agenda, the regular meeting date and such other matters that relate to the conduct of the Council's business. Such rules shall be adopted and may be amended by a seventy-five percent (75%) positive vote of the Board, or by amendment to this Agreement as provided herein.

All meetings of the Board shall be open to the public as required by chapter 42.30 RCW. A quorum for the purpose of transacting business shall consist of a simple majority of the Board. All recommendations, motions, or other actions of the Board shall be adopted by a favorable vote of a majority of those present. Voting Board members shall be entitled to one vote. Provided, however, that the following enumerated actions shall take an affirmative vote of a majority of the voting membership of the Board:

- (a) Appointment or dismissal of the Executive Director;
- (b) Approval of the annual budget expenditure division among the Members;
- (c) Purchase, sale or disposition of real property; and
- (d) Addition of new members.

Section 7: STAFF AND SUPPORT

The Board shall determine the positions, duties and working conditions of employees as necessary to conduct the work programs of the Council consistent with this Agreement. An Executive Director shall be appointed by and serve solely at the pleasure of the Board. The Board shall adopt policies and procedures to establish the duties and authorizes of the Executive Director, including authority to make financial expenditures on behalf of the Board. The Board shall approve application(s) for or acceptance of any grants to carry out those functions set forth in Section 3 hereinabove. Provided, however, in instances where a grant application must be submitted prior to the next regularly scheduled meeting of the Board so that timely Board approval cannot be obtained, the grant application may still be submitted with mutual approval of the Chair and Vice-Chair.

Unless otherwise determined by the Board, employees are at-will and shall be hired and discharged by and work under the direction of the Executive Director.

The Board may arrange for support services such as requisitioning and purchasing, payment of expenditures, accounting, payroll, computer processing, legal counsel, and others as deemed necessary.

Pay schedules shall be set by the Board consistent with responsibilities performed and the demand for such personnel in public and private industry, with due consideration to pay schedules for like positions in Member agencies.

Section 8: **WORK PROGRAM AND ANNUAL BUDGET**

The Board shall prepare and adopt a proposed work program and budget for each calendar year. The detailed annual work program shall list specific work projects to be undertaken by the Council. The Executive Director or designee shall confer with and inform Members concerning the preparation of and progress on the technical areas of work programs and projects. The proposed annual budget shall set forth the methodology for determining the allocation of costs, appropriations and expenditures to each member.

The Board shall submit the proposed work program and budget to the Members by August 1 of the preceding year. Approval or rejection of such budget by each Member shall be submitted to the Council by November 1 of each year. Members from jurisdictions identified in Section 5(a) that have not previously been required to contribute funds toward the annual budget and Members who have annual assessments increased by more than fifteen percent (15%) shall be given written notice one (1) year in advance of a proposed budget assessment.

Following a request from a Member to perform services on a specific project, not identified in the work program, the Board may impose a special assessment on the requesting Member. The special assessment shall be: (a) reasonably determined by the Board and (b) reimburse the costs and expenses associated with the specific project.

The annual budget and/or work program of the Council may be amended by vote of the Board, provided such amendment does not require additional budget appropriation in excess of the amounts established in the second paragraph of this Section 8, by the Members. After approval of the Council budget, no Member may terminate or withhold its share during the year for which it was allocated.

Section 9: **ALLOCATION OF COSTS, APPROPRIATIONS, EXPENDITURES**

It is anticipated that most projects and programs of the Council will involve mutual benefit to its Members. Costs of the annual budget expenditures shall be divided among the Members as recommended by the Board and approved by the Members in the budget approval process. Any additional

agency joining the Council as a Member, shall contribute as agreed with the Board. Additional contributions to the Council budget may be made to accomplish projects and programs deemed to be of particular pertinence or benefit to one or more of the Member agencies.

Each funding Member approving the proposed Council budget shall submit its payment on or before January 20 of the budget year that it has approved. The funds of such joint operation shall be deposited in the public treasury of the City of Spokane or the public treasury of any other Member as so agreed upon by the Members; and such deposit shall be subject to the same audit and fiscal controls as the public treasury where the funds are so deposited. The funds shall be used in accordance with the adopted budget and work plan.

The Executive Director may make expenditures in accordance with the approved Council budget, work plan and approved policies and procedures, and shall maintain records of expenditures and report monthly to the Board on budget activity.

Payment of all claims shall be signed by the Executive Director or designee, and approved monthly by the Board. Such claims, with proper affidavits required by law, shall then be certified for payment by the City of Spokane or as arranged by the Board.

Section 10: REAL AND PERSONAL PROPERTY

The Council may, through gift, devise, purchase, lease or other form of conveyance, acquire, hold, manage, use and dispose of real and personal property necessary for the joint undertaking set forth herein with such property acquisition upon such terms and conditions as agreed by the Board. It is recognized that any public or private entity may appropriate funds and may sell, lease, give or otherwise supply real and personal property, personnel and services to the Council or other legal or administrative entity for the purpose of operating the joint or cooperative undertaking.

The Council may not acquire or use real property to operate a transportation system.

Section 11: INSURANCE

The Council shall obtain property and liability insurance for the matters set forth in this Agreement with coverages and limits reasonably determined by the Council, provided, insurance coverage for comprehensive general liability,

auto liability, employment practices liability, public officials errors and omissions liability, shall not be less than \$10,000,000 in the aggregate.

Section 12: INTER-RELATIONSHIP BETWEEN COUNCIL, CITIES AND COUNTY PLANNING COMMISSIONS

Cities and County Planning Commissions shall continue their respective functions as provided by charter and/or State law, including preparation of Cities' and County Comprehensive Plans, to which the Metropolitan Transportation Plan and Regional Transportation Improvement Plan shall be coordinated, and administering the zoning, subdivision and similar implementing controls as may be assigned them by their respective legislative bodies.

The successful execution of Council duties and responsibilities in preparing a Metropolitan Transportation Plan and Regional Transportation Improvement Plan, in coordination with state and local plans, , requires comprehensive plans be prepared and kept up-to-date by the City, County, and Other Members for their respective jurisdictions.

Section 13: AMENDMENTS AND NEW MEMBERS

This Agreement may be amended by unanimous consent of the Members' governing bodies, except WSDOT may take action through its Secretary. Upon majority consent of the voting Members, new members may join the Council upon written acceptance of the terms of this Agreement.

Section 14: TERMINATION OF MEMBERSHIP

The Cities, County, STA, WSDOT, WSTC, or Other Members of the Council may terminate membership in the Council by giving written notice to the Council prior to August 1 of any year for the following year.

Section 15: PRIOR WRITTEN AGREEMENTS

This Agreement shall supersede the following Agreements:

Agreement creating the Spokane Regional Planning Conference, Spokane, Washington, dated December 15, 1966.

An Amended Agreement between Spokane County, Washington, and City of Spokane, Washington, to form a Spokane Regional Planning

Conference, Define its Organization and Powers, and Establish its Regional Planning District, dated August 31, 1972.

An Amended Agreement between Spokane County, Washington, and the City of Spokane, Washington, and other municipalities, to form Spokane Regional Council, Define its Organization and Powers, and Establish Regional Council Jurisdiction Area, dated August 15, 1984.

An Interlocal Agreement among Spokane County, City of Spokane, Washington State Department of Transportation, Spokane Transit Authority, and Other Cities and Towns within Spokane County, to form a Regional Transportation Council, Define its Organization and Powers, and Establish a Regional Council Jurisdictional Area dated October 12, 1993.

An Interlocal Agreement among Spokane County, City of Spokane, Washington State Department of Transportation, Spokane Transit Authority, and other Cities and Towns within Spokane County to form a Spokane Regional Transportation Council, Define its Organization and Powers, and Establish a Regional Council Jurisdictional Area dated April 28, 2003.

Section 16: EFFECTIVE DATE and Binding Agreement

The effective date of this Agreement shall be upon ratification of this Agreement by the County and, at least, sixty percent (60%) of the cities and towns within the council area that represent seventy- five percent (75%) of the cities' and towns' population. This Agreement shall be binding upon the Members who have executed this Agreement, their successors and assigns.

Section 17: METROPOLITAN PLANNING ORGANIZATION (MPO) DESIGNATION

The execution of this Agreement by the Members is not intended to act as a revocation of the MPO or constitute a substantial change in authority or responsibility of the MPO and shall not be interpreted to require the redesignation of the MPO under 23 CFR § 450.310.

Section 18: SUCCESSOR IN INTEREST

The Council, as provided for herein, shall be the successor in interest to all grants, contracts, and other documents entered into by the Council's predecessor, the Spokane Regional Council.

Section 19: **DEFAULT**

Failure by any Member to perform, observe or comply with the covenants, agreements or conditions on its part contained in this Agreement where that failure continues for a period of thirty (30) days after written notice from the Council to the defaulting Member shall constitute an "Event of Default."

Section 20: **REMEDIES**

In the event of any Event of Default, the Council may at any time, without waiving or limiting any other right or remedy, pursue any remedy allowed by law including, by way of example and without limitation, specific performance, declaratory judgment and other equitable remedies, and recovery of attorney's fees and other costs for such enforcement action.

Section 21: **GENERAL TERMS**

This Agreement contains terms and conditions agreed upon by the Members. The Members agree that there are not other understandings, oral or otherwise, regarding the subject matter of this Agreement.

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

Section 22: **RCW CHAPTER 39.34 REQUIRED CLAUSES**

A. PURPOSE

See Section No. 2 above.

B. DURATION

This Agreement is perpetual until the joint and comprehensive undertaking is either voluntarily dissolved or discontinued pursuant to RCW 47.80.020.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

The Board shall administer the joint and cooperative undertakings set forth herein.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

This Agreement may be filed with the County Auditor or published on the Members' websites, as available.

F. FINANCING

See Section Nos. 8 and 9 above.

G. TERMINATION

See Section No. 14 above.

H. PROPERTY UPON TERMINATION

Any Member terminating its membership in the Council as provided for in Section 14 hereinabove shall forfeit any ownership interest in any personal or real property owned or held by the Council.

Personal property acquired by the Council in the performance of this Agreement shall be disposed of by the Council upon

termination of the Agreement. Unless otherwise required by law or agreement, cash and cash proceeds from sale of personal property shall be disbursed to the Members according to the contribution made by the Member as set forth in this Agreement.

Real property shall be conveyed or disposed of as set forth in this Agreement in the same manner as personal property except where a separate instrument or deed reservation exists with regard to any real property in which instance it shall control.

IN WITNESS WHEREOF, the Members hereto have entered into this Agreement on the day and year of their respective signature.

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 7th day of September, 2010.

MARK RICHARD
Mark Richard, Chair

BONNIE MAGER
Bonnie Mager, Vice-Chair

ATTEST:
DANIELA ERICKSON
CLERK OF THE BOARD

By: DANIELA ERICKSON
Daniela Erickson
Clerk of the Board

ATTEST:

TODD MIELKE
Todd Mielke,
Commissioner
CITY OF SPOKANE

By LAURIE FARNSWORTH
City Clerk (ACTING)

MARY B. VERNER
By
Date: 8/12/2010

Approved as to form:

MICHAEL J. PICCOLO
Assistant City Attorney

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

KEITH METCALF (for)
Secretary of Transportation
Date: 9/23/2010

WASHINGTON STATE
TRANSPORTATION COMMISSION

LATISHA D. HILL
By
Date: 9/23/2010

CITY OF AIRWAY HTS.,
WASHINGTON

MAYOR PATRICK D. RUSHING
By
Date: 9/21/2010

CITY OF DEER PARK, WASHINGTON

MAYOR ROBERT WHISMAN
By
Date: 9/14/2010

CITY OF LATAH, WASHINGTON

MAYOR TERESA GALVIN
By
Date: 11/19/2010

SPOKANE TRANSIT AUTHORITY

MAYOR WENDY VAN ORMAN
By
Date: 11/12/2010

CITY OF CHENEY, WASHINGTON

MAYOR TOM TRULOVE
By
Date: 9/14/2010

CITY OF FAIRFIELD, WASHINGTON

COUNCILMEMBER MARY BRANON
By
Date: 9/16/2010

CITY OF LIBERTY LK., WASHINGTON

MAYOR WENDY VAN ORMAN
By
Date: 9/9/2010

CITY OF MEDICAL LAKE,
WASHINGTON

MAYOR JOHN HIGGINS
By
Date: 10/23/2010

CITY OF MILLWOOD, WASHINGTON

MAYOR DANIEL N. MORK
By
Date: 10/12/2010

CITY OF ROCKFORD, WASHINGTON

MAYOR MICKI HARNOIS
By
Date: 9/13/2010

CITY OF SPANGLE, WASHINGTON

MAYOR DONALD MANGIS
By
Date: 7/12/2010

CITY OF WAVERLY, WASHINGTON

MAYOR WILLIAM TENSFIELD
By
Date: 7/12/2010

CITY OF SPOKANE VALLEY,
WASHINGTON

MIKE JACKSON, CITY MANAGER
By
Date: 9/8/2010