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.

**THIS AGREEMENT**, made and entered into this 28th day of April, 2003 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, hereinafter referred to as the "City," the Washington State Department of Transportation, an agency of the State of Washington, hereinafter referred to as "WSDOT," the Spokane Transit Authority, a municipal corporation of the State of Washington, hereinafter referred to as "STA," and certain other incorporated towns and cities located within Spokane County, hereinafter referred to as "Other Members," jointly, along with the County, City, STA and WSDOT referred to as the "Members."

WITNESSETH:

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

**WHEREAS**, on December 18, 1991, the President of the United States signed the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) which provided authorization for highways, highway safety, and mass transportation and enunciated a policy statement "[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**, 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**, pursuant to the above referenced state and federal laws and Federal Transportation legislation, the Members are desirous of establishing a regional transportation 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**, it is specifically agreed among the Members hereto as follows:

Section 1: **NAME**

A regional body, comprising representatives of the County, City, WSDOT, Washington State Transportation Commission, 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, City, WSDOT, Washington State Transportation Commission, STA and Other Members are necessarily interwoven and interdependent and that the interests of all citizens will best be served by coordinated and cooperative transportation planning, this Council is established to facilitate such appropriate coordination and cooperation and provide for continuing area wide transportation planning.

The Council is not authorized to in any way supersede the authority vested in the County, City, WSDOT, STA or Other Members, but is intended to meet the prerequisites of Federal Transportation legislation.

Section 3: **POWERS AND FUNCTIONS**

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

(a) To perform the functions of the MPO for the urbanized area including those functions set forth in the ISTEA legislation of 1991, Transportation Equity Act for the 21st Century (TEA-21) and the Federal Register as it presently exists, or as it may be hereinafter modified implementing TEA-21 as well as those functions, which may be required hereinafter by Federal Transportation legislation.

(b) To prepare and update a Metropolitan Transportation Plan and Regional Transportation Improvement Program.

(c) To administer regional transportation funding programs and consider only those projects which have been approved by the governing bodies of the sponsoring members and which are incorporated within the adopted Metropolitan Transportation Plan.

(d) To participate in the maintenance of transportation related data banks and transportation related information.

(e) To contract with the WSDOT or other appropriate entities in order to meet requirements of State and/or Federal Transportation legislation.

(f) To create technical and citizen committees to advise the Council on transportation related matters.

(g) To perform such other transportation planning related functions as the Council may hereinafter determine to be in the best interests of the Council.

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 for the purpose of 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 of the Council shall be governed by the following thresholds:

Jurisdictions under 50,000 population - one (1) person jointly selected by the Other Members, who shall be an elected official from a small town/city; jurisdictions 50,000 to 100,000 – one (1) person appointed by each respective governing body, who shall be an elected official; jurisdictions over 100,000 population – two (2) persons appointed by each respective governing body, who shall be elected officials; one (1) Board Member of STA appointed by the STA Board, who shall be an elected official from a small town/city; two (2) state transportation representatives, one from the Washington State Department of Transportation and appointed by the Chair of the Transportation Commission, and the other from the Washington State Department of Transportation and appointed by the Secretary of Transportation; and one (1) person with private sector transportation provider experience who shall be appointed by a majority vote of the other Council representatives.

All Council 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 Council 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. All alternate Council representatives must serve in the same capacity as the regularly designated representative as defined hereinabove

Officers of the Council shall include a chair and vice-chair, who shall be elected by majority vote of the Council. Only representatives who are elected officials may be officers. Officers shall serve a one-year term. The chair shall alternate among representatives of the Council.

Section 6: **MEETINGS**

The Council shall hold regular monthly 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 Council.

The Council shall adopt rules for the conduct of its business consistent with this Agreement and such rules shall prescribe, among other matters, the place of meetings and the methods of providing reasonable notice to Members thereof. Such rules shall be adopted and may be amended by a majority vote (75% ratification of the Member bodies) of the total Council, or by amendment to this Agreement as provided herein.

All meetings of the Council 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 Council shall be adopted by a favorable vote of a majority of those present. All Council representatives including officers shall be entitled to one vote.

Section 7: **STAFF AND SUPPORT**

The Council shall employ a Transportation Manager and staff as necessary to conduct the work programs of the Council consistent with this Agreement. The Transportation Manager shall be appointed by and serve at the pleasure of the Council, shall be responsible for record keeping and shall direct the Council staff to carry out the work program and purpose of the Council. The Transportation Manager shall receive Council approval prior to submitting 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 Council so that timely Council approval cannot be obtained, the grant application may still be submitted with approval of the chair and vice-chair of the Council.

Employees of the Council shall be hired and discharged by and work under the direction of the Transportation Manager.

The Council 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 Council 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 Council 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 Transportation Manager shall confer with and inform Members concerning the preparation of and progress on the technical areas of work programs and projects.

The Council 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.

The annual budget and/or work program of the Council may be amended by vote of the Council, provided such amendment does not require additional budget appropriation, or by the joint approval of the Council and Members where such amendment does require additional budget appropriation. 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 benefit to its Members. Costs of the annual budget expenditures shall be divided among the Members as determined by the Council. Any additional agency joining the Council as a Member, shall contribute as agreed with the Council. 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 Spokane County 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 Transportation Manager may make expenditures in accordance with the approved Council budget and work plan and shall maintain records of expenditures and report monthly to the Council on budget activity.

Payment of all claims shall be signed by the Transportation Manager and approved monthly by the Council. Such claims, with proper affidavits required by law, shall then be certified for payment by the City or County Auditor or as arranged by the Council.

## Section 10: 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 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, in coordination with local plans, requires comprehensive plans be prepared and kept up-to-date by the City, County, and Other Members for their respective jurisdictions.

Section 11: **AMENDMENTS**

This Agreement may be amended by mutual agreement of the Members.

Section 12: **TERMINATION**

The City, County, STA, WSDOT, 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 13: **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 a 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.

Section 14: **EFFECTIVE DATE**

The effective date of this Agreement shall be upon ratification of this Agreement by a majority of the signatories.

Section 15: **METROPOLITAN PLANNING ORGANIZATION (MPO) DESIGNATION**

The execution of this Agreement by the signatures affixed hereto is not intended to act as a revocation of the MPO designation under the Federal Highways Act, which existed prior to the effective date hereinabove.

Section 16: **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.

IN WITNESS WHEREOF, the Members hereto have entered into this Agreement on the day and year set forth herein above.

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 28th day of April, 2003.

BOARD OF COMMISSIONERS SPOKANE COUNTY SEAL SPOKANE COUNTY, WA

John Roskelley, Chair

Phillip D. Harris, Vice-Chair

M. Kate McCaslin, Commissioner

ATTEST:
VICKY M. DALTON
CLERK OF THE BOARD

By: Daniela Erickson
Daniela Erickson, Deputy

CITY OF SPOKANE

Mayor

ATTEST:

By
City Clerk

CITY OF SPOKANE WASHINGTON

Approved as to form:

Assistant City Attorney

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

for Secretary of Transportation

SPOKANE TRANSIT AUTHORITY

Chairman

CITY OF AIRWAY HTS., WASHINGTON

Mayor - Pro-Tem

CITY OF CHENEY, WASHINGTON

Mayor

CITY OF DEER PARK, WASHINGTON

Mayor

CITY OF FAIRFIELD, WASHINGTON

Mayor

CITY OF LATAH, WASHINGTON

Mayor

CITY OF LIBERTY LK., WASHINGTON

Mayor

CITY OF MEDICAL LAKE, WASHINGTON

Mayor

Attest: Pamela A. McBroom, Fin. Dir.

CITY OF MILLWOOD, WASHINGTON

Mayor

CITY OF ROCKFORD, WASHINGTON

Mayor

CITY OF SPANGLE, WASHINGTON

Mayor

CITY OF WAVERLY, WASHINGTON

Mayor

CITY OF SPOKANE VALLEY, WASHINGTON

Mayor