

April 19, 2021

The Honorable Chris Grover  
City of Cheney  
619 2<sup>nd</sup> St  
Cheney WA 99004

Dear Mayor Grover,

On April 15, 2021 a group of signatories to the SRTC Interlocal Agreement (ILA) approved language for a new agreement. This approval represented the culmination seven meetings that began last November. The purpose of the ILA is to define how SRTC and its member agencies will coordinate and cooperate in the regional transportation planning process. A copy of the proposed 2021 Interlocal Agreement is enclosed. For reference, a copy of our existing 2013 Agreement is also enclosed. **With this letter, I am asking that you take the 2021 Interlocal Agreement to your governing body for consideration and approval.**

The proposed ILA includes several changes to our existing 2013 agreement, as summarized below:

- Section 2: Purpose and Designation: The new agreement reaffirms the creation of SRTC as the state designated Regional Transportation Planning Organization (RTPO) and federally designated Metropolitan Planning Organization (MPO) for Spokane County.
- Section 3: Powers, Functions and Duties of SRTC: This section has been rewritten to define SRTC's boundaries and areas of jurisdiction, which were included as Section 4 in the 2013 agreement. The section also defines RTPO duties under state law, as well as SRTC's federal duties as an MPO and Transportation Management Area (TMA).
- Section 4: SRTC Board of Directors: This section replaces Section 5: Governing Body and Officers in the 2013 agreement. The signatories spent most of their time updating this section of the agreement. Significant changes include:
  - Expanding the Board to 21 voting representatives known as "Directors".
  - Establishing voting membership on the Board for the Spokane Tribe and Kalispel Tribe.
  - Establishing voting membership on the Board for the freight/rail representative and for the cities of Deer Park, Medical Lake, and Millwood.
  - Establishing a second voting seat for the City of Spokane Valley.
  - Establishing a shared seat on the Board for the towns of Fairfield, Latah, Rockford, Spangle and Waverly.
  - Eliminating the provision that would remove a Board member with three unexcused absences in a calendar year.
  - Updating the weighted voting system, as defined in Attachment 1.

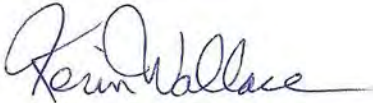
- Section 6: Officers and Standing Committees: This section establishes a rotation schedule for Board officers and affirms three standing committees: 1) Board Administrative Committee; 2) Transportation Advisory Committee; and 3) Transportation Technical Committee.
- The signatories reorganized several sections and made additional modifications throughout to make the new agreement read more clearly.

I would like to thank you for your continued support and participation in the regional transportation planning process. At your earliest convenience, please schedule the new SRTC Interlocal Agreement for consideration by your governing body.

Once approved, please contact Julie Meyers-Lehman, SRTC Administrative Coordinator by phone at (509) 343-6370 or by email at [julieml@srtc.org](mailto:julieml@srtc.org) and she will make arrangements for obtaining a signature from the appropriate representative of your governing body.

If you anticipate there will be questions from your governing body about the content of the new agreement, please feel free to contact me directly, either by telephone at (509) 435-3823 or by email at [kwallace@srtc.org](mailto:kwallace@srtc.org).

Sincerely,



Kevin Wallace  
Interim Executive Director

Enclosures: 2

- 1) Proposed 2021 SRTC Interlocal Agreement
- 2) Existing 2013 SRTC Interlocal Agreement

cc:

Council Member Paul Schmidt  
City Administrator Mark Schuller  
Stanley Schwartz, SRTC Legal Counsel

**INTERLOCAL AGREEMENT  
RELATING TO  
THE FORMATION AND OPERATION OF  
THE SPOKANE REGIONAL TRANSPORTATION COUNCIL  
AND OTHER MATTERS RELATING THERETO**

Spokane Regional Transportation Council  
421 W Riverside Ave.  
Spokane, Washington 99201

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Return To:

Spokane Regional Transportation Council  
421 W. Riverside Ave., Ste. 500  
Spokane, WA 99201

**INTERLOCAL AGREEMENT RELATING TO THE FORMATION AND  
OPERATION OF THE SPOKANE REGIONAL TRANSPORTATION  
COUNCIL AND OTHER MATTERS RELATING THERETO.**

This AGREEMENT, is made and entered into among the County of Spokane, a political subdivision of the State of Washington (**County**), the City of Spokane, a municipal corporation of the State of Washington (**Spokane**), the City of Spokane Valley, a non-charter code city of the State of Washington (**Spokane Valley**), the Washington State Department of Transportation, an agency of the State of Washington (**WSDOT**), the Washington State Transportation Commission (**WSTC**), the Spokane Transit Authority, a municipal corporation of the State of Washington (**STA**), and other Cities and Towns within Spokane County, each a "**Party**" and jointly the "**Parties**."

**RECITALS**

**WHEREAS**, a regional transportation planning organization (**RTPO**) may be formed through voluntary association of local governments as set forth in RCW 47.80.020;

**WHEREAS**, an RTPO shall encompass "one complete county," "have a population of at least 100,000," and "at least 60% of the cities and towns within the region representing a minimum of seventy-five percent of the cities' and towns' population;" and

**WHEREAS**, RTPOs are intended to be integrated with the metropolitan planning organization program in urbanized areas (WAC 468-86-060).

**NOW, THEREFORE**, it is hereby agreed by the Parties:

**Section 1. NAME/ORGANIZATION**

By prior agreements, the Parties previously created and continued a voluntary association known as the "Spokane Regional Transportation Council" (**SRTC**) for purposes of providing regional transportation planning within its boundaries pursuant to state and federal law. The Parties hereby reaffirm and continue the existence of SRTC through this Agreement. Upon ratification of this Agreement as set forth herein it shall supersede all prior repealed agreements listed herein and the Parties expressly hereby rescind and repeal:

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 last dated April, 2013.

For historical and chronological reference and without reviving any prior terms of any repealed agreement, listed below are the prior agreements regarding SRTC:

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.

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 last dated October 23, 2010.

## **Section 2. PURPOSE AND DESIGNATION**

The purposes of this Agreement are:

A. To reaffirm the creation and continued existence of SRTC as the state Regional Transportation Planning Organization (RTPO) for the incorporated and unincorporated area of Spokane County pursuant to chapter 36.70A RCW (Growth Management Act)

and chapter 47.80 RCW (Regional Transportation Planning Organizations), each as currently adopted or as amended; and

B. To reaffirm and continue the designation of SRTC as the federal Metropolitan Planning Organization (MPO) for the region and any designated Transportation Management Area (TMA) within the incorporated and unincorporated areas of Spokane County pursuant to 23 USC §§ 134 and 135, 49 USC §§ 5303 and 5304, 23 CFR Parts 450 and 771 and 49 CFR Part 613, each as currently adopted or as amended.

This Agreement is not intended to constitute any change in SRTC's status as the region's RTPO or MPO and the Parties hereby find that the execution of this Agreement is not a redesignation of the MPO pursuant to 23 CFR § 450.310(j).

### **Section 3. POWERS, FUNCTIONS AND DUTIES OF SRTC**

#### **A. BOUNDARIES AND AREA OF JURISDICTION**

The boundaries of SRTC shall be the boundaries of Spokane County, Washington and shall include all incorporated and unincorporated area of Spokane County, Washington. If required by the laws or regulations of the State of Washington or of the government of the United States of America, the boundaries and jurisdiction of SRTC shall automatically change to include contiguous areas across county or state boundaries or borders, as designated by the appropriate governmental agency.

#### **B. REGIONAL TRANSPORTATION PLANNING ORGANIZATION**

SRTC shall conduct and administer regional transportation planning and funding programs and shall perform and execute all powers, functions and responsibilities of the region's RTPO pursuant to chapter 47.80 RCW and chapter 468-86 WAC, as currently adopted or as amended.

#### **C. REGIONAL TRANSPORTATION DUTIES**

SRTC shall: (1) prepare and periodically update a transportation strategy for the region; (2) prepare a transportation plan in cooperation with WSDOT, STA, and local governments that is consistent with countywide planning policies under Chapter 36.70A RCW; (3) certify that the transportation elements of comprehensive plans adopted within the SRTC boundaries comply with RCW 47.80.023(3); (4) develop a six-year regional transportation improvement program which proposes regionally significant transportation projects and programs, as well as, transportation demand management measures; and (5) review level of service methodologies for cities and counties planning under Chapter 36.70A RCW to promote a consistent regional evaluation of transportation facilities and corridors (RCW 47.80.023(8)).

## D. METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION

SRTC shall perform and execute all powers, functions and responsibilities of the region's MPO pursuant to 23 USC §§ 134 and 135, 49 USC §§ 5303 and 5304, 23 CFR Parts 450 and 771 and 49 CFR Part 613, as currently adopted or as amended, including the preparation and annual update of the Metropolitan Transportation Plan for the region.

## E. TRANSPORTATION MANAGEMENT AREA

SRTC shall perform all of the functions necessary to support designated TMAs within its boundaries by addressing congestion management within the multimodal transportation system, all pursuant to 23 CFR Part 450 and 23 CFR § 500.109.

### **Section 4. SRTC BOARD OF DIRECTORS**

#### A. BOARD COMPOSITION

The SRTC Board of Directors (**Board**) is the policy board providing advice and guidance to SRTC (the RTPO and the federal MPO). The composition of the Board shall at all times conform to all applicable laws and regulations for voting and non-voting membership, with representation and/or participation on the Board pursuant to chapter 47.80 RCW; 23 USC §§ 134,135; 49 USC §§ 5303, 5304; and 23 CFR Part 450. In the event of a change in the above-cited state or federal laws and regulations requiring a change to the composition of the Board, such change shall be completed prior to the effective date set forth by statute or regulation.

#### B. TRIBAL MEMBERSHIP

RCW 47.80.020(2) states:

In order for a regional transportation planning organization to be eligible to receive state funds that are appropriated for regional transportation planning organizations, a regional transportation planning organization must provide a reasonable opportunity for voting membership to federally recognized tribes that hold reservation or trust lands within the planning area of the regional transportation planning organization. Any federally recognized tribe that holds reservation or trust land within the planning area of a regional transportation planning organization and does not have voting membership in the regional transportation planning organization must be offered voting membership in the regional transportation planning organization every two years or when the composition of the board of the regional transportation planning organization is modified in an interlocal agreement.

In accordance with RCW 47.80.020(2), each federally recognized tribe within the SRTC boundaries shall be offered a voting position on the Board as set forth in this Agreement promptly following the ratification of this Agreement. The Board shall review and ensure



SRTC's compliance with RCW 47.80.020 every two years following the date of ratification of this Agreement or whenever this Agreement is modified.

### C. VOTING PARTIES

Effective with the ratification of this Agreement, the Board shall be comprised of 21 voting representatives known as the "**Directors**": The number of Directors are based upon the Representative Entity.

<b>VOTING BOARD POSITIONS - Representative Entity</b>	<b>Number of Director Seats available</b>	<b>Total Number of Directors</b>
Spokane County	2	2
City of Spokane	2	2
City of Spokane Valley	2	2
Tier Two Cities/Towns (population <sup>1</sup> range 1,501-95,000) <sup>2</sup>	1 seat per City	6
Tier One Cities/Towns (population <= 1,500) <sup>3</sup>	1 shared seat	1
Spokane Transit Authority	1	1
WSDOT	1	1
WSTC	1	1
Qualifying Tribal Government	1 seat per Tribe	2
Spokane International Airport Board	1	1
Representative of Major Employer within SRTC boundaries	1	1
Representative of Rail Industry	1	1
<b>TOTAL VOTING DIRECTORS</b>		<b>21</b>

If applicable, a change in the official population estimate of a city or town will automatically result in such city automatically utilizing the same number of Director appointments as other cities or towns of the same population tier in the table above, Population estimates

<sup>1</sup> Population is determined using the most recent Decennial Census numbers, as annually updated and estimated by the Department of Commerce, Office of Financial Management.

<sup>2</sup> Tier Two Cities/Towns currently consist of Airway Heights, Cheney, Deer Park, Liberty Lake, Medical Lake and Millwood

<sup>3</sup> Tier One Cities/Towns currently consist of Fairfield, Latah, Rockford, Spangle, and Waverly

for purposes of Board representation shall be based on the published materials of the Washington State Department of Commerce, Office of Financial Management.

In addition to the voting Directors, the Board shall have up to 17 *ex officio* (nonvoting) Directors of the Board:

<b>NONVOTING BOARD POSITIONS – Representative Entity</b>	<b>Number of Seats Available</b>	<b>Total Number of Directors</b>
Chair of Transportation Advisory Committee	1	1
Chair of Transportation Technical Committee	1	1
All Elected State Legislators within SRTC boundaries <sup>4</sup>	Up to 15	15
<b>TOTAL NONVOTING DIRECTORS</b>		<b>17</b>

#### D. APPOINTMENT OF DIRECTORS AND ALTERNATES

##### 1. Directors with Voting Rights

- a. Voting Directors and alternates shall be appointed by their representative entity according to the procedures of the appointing entity.
- b. Directors and alternates appointed by Spokane County and the incorporated cities and towns shall be an elected official of the appointing jurisdiction.
- c. Spokane County and the incorporated cities and towns shall provide written notice of their Director and/or alternate appointment(s) to SRTC not later than sixty (60) days after ratification of this Agreement. Thereafter, appointments shall be provided to SRTC not later than March 1 following the expiration of a Director’s term of appointment.
- d. Directors and/or alternates appointed by the State of Washington shall be appointed in accordance with the respective procedures of WSDOT and WSTC.
- e. The Director representing Spokane Transit Authority shall be the Chief Executive Officer (CEO) of the Authority or an alternate as designated by the CEO in writing.

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<sup>4</sup> Legislative Districts 3, 4, 6, 7, 9 are currently within the boundaries of SRTC.

- f. The Director representing Spokane International Airport shall be the Chief Executive Officer (CEO) of the Spokane International Airport or an alternate as designated by the CEO in writing.
  - g. A voting Director or alternate may exercise full voting rights on the Board immediately upon receipt of the written notice of appointment by SRTC.
  - h. Alternates for a voting Director shall serve in the same representative capacity for the appointing entity as the voting Director.<sup>5</sup> The duration of an alternate's appointment shall be set forth in written notice to SRTC.
  - i. Directors appointed by the SRTC Board shall be appointed annually to a three-year term from January 1 through December 31 of each year.
  - j. The Board representatives for a Major Employer and the Rail Industry shall be recruited by the Board and confirmed by a majority vote of the Board.
2. *Ex officio* Non-Voting Directors
- a. Elected State Legislators of any legislative district that is wholly or partially within the boundaries of SRTC may attend and participate in any SRTC Board member during their term of office.
  - b. Directors serving on the SRTC Board by virtue of their status as the chair of the Transportation Technical Committee (TTC) or Transportation Advisory Committee (TAC) shall be deemed Directors concurrent with their term as the TTC or TAC chair.

## E. DIRECTOR TERMS, REMOVAL AND VACANCY

1. All Directors shall be appointed to a term of three (3) years or the remaining term of office for the departing Director, whichever is less. Each Director shall hold office until their successor has been selected, unless such person is legally ineligible to hold such position due to expiration of the elected term, resignation, or other required precedents to appointment.
2. When a Director has three unexcused absences from regular Board meetings during a calendar year, the Board, following an approved motion, shall send a letter to the representative's Party requesting that a new Director be appointed to the Board. An excused absence shall be approved by motion and majority approval of the Board at the meeting from which the Director is absent or at the next regular meeting immediately following the Director's absence.
3. In the event a Director leaves elected office or an appointed position is no longer entitled to a position on the Board, the Director position shall be deemed vacant. Thereafter, the representative entity shall appoint a new Director and notify SRTC of the appointment in writing. An appointed alternate may temporarily fill the

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<sup>5</sup> For avoidance of doubt, an alternate for an elected official must be an elected official from the same jurisdiction or based on the membership category from either a Tier One or Tier Two City/Town.

vacant position until such time as written notice of a new Director appointment is received by SRTC.

#### F. MEETINGS AND QUORUM

1. The Board shall hold regular monthly meetings, pursuant to public notice and conduct its regular and special meetings in accordance with chapter 42.30 RCW (Open Public Meetings Act). The Chair may call special meetings of the Board as deemed necessary and shall call a special meeting at the request of a majority of the Board. All committees of the Board shall comply with chapter 42.30 RCW as applicable.
2. A quorum for the purpose of conducting business at any regular or special meeting shall consist of a simple majority of the voting Directors of the Board or designated alternate as applicable.
3. In the event that any available voting Director position on the Board is vacant due to lack of an appointment by the representative entity, such vacant position shall not be included in determining the quorum necessary for Board action.
4. Voting Directors of the Board, or their appointed alternates, shall be entitled to cast a single vote in favor of or against any action, provided, the right to cast a vote shall be dependent upon attendance in accordance with the adopted bylaws or rules of procedure at the regular or special meeting at which the action is taken.

#### G. WEIGHTED VOTING

1. To provide a measure of proportionate representation between the Parties, the Board shall utilize a weighted voting process, which may be requested on any action item by any two voting Directors from different representative entities. A request for a weighted vote shall be stated on the record and seconded by another voting Director either: (1) prior to the vote on the proposed motion; or (2) after the vote but prior to the Board taking action on the next immediate agenda item. Following the request for weighted voting, the Chair shall thereafter conduct a weighted vote on the matter, with the weight of each vote calculated according to the percentages set forth as Attachment 1, Weighted Voting Matrix. If the weighted vote achieves greater than fifty percent (50%) of the vote or 22 votes, the weighted vote shall take precedence over a prior non-weighted vote.
2. A weighted vote may not occur with respect to the adoption of bylaws and rules of procedure (See Section 5(A)), the appointment or discharge of the Executive Director (See Section 5(C)(1)) and adoption of the SRTC budget (See Section 7).

### **Section 5. POWERS AND DUTIES OF SRTC BOARD OF DIRECTORS**

A. Consistent with the terms of this Agreement, the Board shall adopt bylaws and/or rules of procedure for the conduct of business, including identifying a regular meeting day, time and location, adopting a standardized agenda format and such other matters

relating to the conduct of the Board's business. Such bylaws or rules shall be adopted and amended by affirmative vote of two-thirds of the voting Directors of the Board.

B. The Board shall prepare and adopt a proposed annual work program and budget for each calendar year.

1. The detailed annual work program shall list specific work projects to be undertaken by SRTC. The Executive Director or designee shall confer with and inform the Parties 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 and expenses to each Party.
2. The Executive Director shall submit the proposed work program and budget for the next calendar year to the Board not later than September 15 annually. Upon approval by the Board, the SRTC budget and related contributions shall be approved or rejected by each Party and notice of such approval or rejection shall be provided to SRTC not later than November 1 of each year. Parties which have not previously been required to contribute funds toward the SRTC annual budget, or Parties who have annual contributions increased by more than 15% over the prior calendar year's contribution shall be given written notice of such proposed increase at least one year in advance of any such increase.
3. Following a request from a Party to perform services on a specific project that is not identified in the work program, the Board may impose a special assessment on the requesting Party. The special assessment shall cover all costs and expenses associated with the specific project and shall be documented in a writing signed by the Party and SRTC.
4. The annual budget and/or work program of the Council may be amended in the same manner as originally adopted pursuant to this Agreement, provided such amendment does not require additional budget appropriations from the Parties in excess of the contributions already adopted for that budget year.

C. Within its adopted budget, the Board shall determine the positions, duties, and working conditions of employees to conduct the work of SRTC, including the duties and authority of an Executive Director.

1. The Executive Director shall be appointed by and serve solely at the pleasure of the Board, provided the appointment or discharge of the Executive Director shall require the affirmative vote of at least two-thirds of the voting Directors of the Board.
2. The Board shall adopt policies and procedures to establish the duties and authority of the Executive Director, including authority to make financial expenditures on behalf of the Board, subject to the annual adopted budget.

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

D. In addition to other powers set forth in this Agreement, the Board is authorized to conduct all necessary business of SRTC and shall have the power to:

1. Retain an Executive Director and fix the salaries, wages and other compensation of all officers and employees of SRTC in a manner consistent with similar professional work;
2. Adopt and revise employee policies plus other conditions of employment;
3. Employ or contract with such engineering, legal, financial and other specialized personnel as may be necessary to accomplish the purposes of SRTC;
4. Approve and authorize application(s) for or acceptance of any grants, provided, 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;
5. Contract with the United States or any agency thereof, any state or agency thereof, any county, city, special purpose district or governmental agency and any private person, firm or corporation for the purpose of receiving grants or other financial support necessary to accomplish the purposes of SRTC;
6. Adopt such policies and procedures as deemed necessary and appropriate to comply with all applicable laws and regulations of the State of Washington for the operation of SRTC;
7. Have all other powers that are necessary to carry out the purposes of SRTC under chapter 47.80 RCW, and chapter 468-86 WAC and 23 USC §§ 134,135; 49 USC §§ 5303, 5304; and 23 CFR Part 450 as currently adopted or as amended.

E. All actions taken by the Board shall be motion or resolution approved by a favorable vote of a majority of those voting Directors present

## **Section 6. OFFICERS AND STANDING COMMITTEES**

A. Officers and Elections:

1. The Board shall select a Chair and Vice-Chair ("**Officers**") from among the voting Directors . The Officers shall be elected by majority vote of the Directors at the first regular meeting of the calendar year. Only representatives who are elected officials may be Officers. *Ex officio* and non-voting Directors may not serve as Officers.

2. To be eligible for the Chair position, a Director shall have served on the Board for at least one year prior to taking office as Chair and shall hold a voting position on the Board.
3. The term for each Officer position shall be one year.
4. The office of the Chair shall rotate on a yearly basis among the following Parties in the following sequence beginning on January 1, 2022 as follows:
  - a. Towns and cities, excluding the cities of Spokane and Spokane Valley;
  - b. City of Spokane;
  - c. Spokane County; and
  - d. City of Spokane Valley.

In any year, the rotation for the office of the Chair may be altered at the request of the jurisdiction holding the right to the Chair position, upon motion and approval of a majority of the voting members of the Board, at a regular or special meeting of the Board.

5. The Chair shall preside at all meetings of the Board. In the event of the Chair's absence or inability to preside, the Vice Chair shall assume the duties of the Chair; provided, if the Chair is permanently unable to preside, the Board shall select a new Chair following the rotation set forth in Section 6(A)(4). If a vacancy in the office of Vice Chair exists, the Board shall select a new Vice Chair for the remainder of the vacated term. If neither the Chair nor the Vice Chair is available, a majority of the remaining Board may by a majority vote of those present appoint a presiding officer for one meeting.

#### B. Board Committees

The Board shall create or maintain the following standing committees:

1. Administrative Committee
2. Transportation Advisory Committee
3. Technical Advisory Committee

C. A quorum for the purpose of transacting committee business shall consist of a simple majority of the members present. No committee shall have the authority to bind the Board or SRTC. The Board shall further define the duties and powers of each Committee by Resolution to contain at a minimum the statement of purpose, duties, responsibilities, and other matters, provided, the Board shall not delegate any of its decision-making authority to any Committee.

D. The Board may create *ad hoc* committees as it deems necessary, subject to Section 6(C), above.

## **Section 7. ALLOCATION OF COSTS, APPROPRIATIONS, EXPENDITURES**

After approval of the SRTC budget, no Party may terminate or withhold its financial contribution to SRTC during the stated budget year.

A. It is anticipated that most projects and programs of SRTC will involve mutual benefit to the Parties, whether direct or indirect. Costs of the annual budget expenditures shall be divided among the Parties as recommended by the Board and approved by the Parties in the budget approval process set forth in this Agreement. Additional financial contributions to SRTC may be made to accomplish projects and programs deemed to be of particular pertinence or benefit to one or more of the Parties.

B. Upon approval of the annual SRTC budget by the Parties, each funding Party shall submit its financial contribution to SRTC on or before January 20 of the new budget year. All such funds contributed to SRTC shall be deposited in the public treasury of the City of Spokane or the public treasury of any other Party as so agreed upon by the Parties; and such deposit shall be subject to the same audit and fiscal controls as the public treasury where the funds are so deposited. These funds shall be used in accordance with the adopted work plan and budget.

C. The Executive Director may make expenditures pursuant to the approved SRTC budget, work plan, and approved policies and procedures, and shall maintain records of expenditures and report monthly to the Board on budget activity.

D. 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 or as arranged by the Board.

## **Section 8. REAL AND PERSONAL PROPERTY**

A. The Board may, through gift, devise, purchase, lease or other form of conveyance, acquire, hold, manage, use and dispose of personal property necessary to accomplish the terms of this Agreement as determined by the Board, and 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 personal property, personnel and services to SRTC or other legal or administrative entity for the purpose of operating the joint or cooperative undertaking.

B. SRTC shall not acquire or own real property.

## **Section 9. INSURANCE**

The Board shall obtain property and liability insurance for the matters set forth in this Agreement with coverages and limits reasonably determined by the Board. Insurance



coverage for comprehensive general liability, auto liability, employment practices liability, public official errors and omissions liability, shall not be less than \$10,000,000 in the aggregate.

**Section 10. RELATIONSHIP BETWEEN SRTC, CITY, TOWN AND COUNTY GOVERNMENTS**

This Agreement is not intended to, and does not, supersede any duties or responsibilities under chapter 36.70A RCW of a governing body or planning commission for any city, town or the County.

**Section 11. TERMINATION OF MEMBERSHIP**

A Party may terminate its participation in this Agreement by giving written notice to the Board prior to August 1 of any year, to be effective on December 31 of that year. With the exception of the County, any other Party's termination of participation in this Agreement shall not constitute a modification of this Agreement as defined in Section 14 below.

**Section 12. EFFECTIVE DATE AND BINDING AGREEMENT**

The effective date of this Agreement shall be upon ratification of this Agreement by the County and at least 60% of the cities and towns within Spokane County representing at least 75% of the cities' and towns' cumulative population. Upon acceptance and approval, this Agreement shall be binding upon the Parties and their successors, and assigns.

**Section 13. NEW MEMBERS**

New members may be added to this Agreement and SRTC as follows.

A. A newly organized city or town may join SRTC and become a Party to this Agreement upon submitting the acceptance and certification form (Attachment 2), which acknowledges a request from the governing body to join SRTC as a party to this Agreement.

B. For other new members, the Board shall review the request for membership with such member being admitted based upon the unanimous consent of the Parties.

C. New members, upon joining SRTC, shall be assessed a pro rata financial contribution pursuant to Section 7 herein.

**Section 14. MODIFICATION**

This Agreement may be modified by the unanimous consent of the Parties.

## **Section 15. SUCCESSOR IN INTEREST**

SRTC shall be the successor in interest to all grants, contracts, and other documents entered into by SRTC's predecessor, the Spokane Regional Transportation Council.

## **Section 16. DEFAULT**

Failure by any Party 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 Board to the defaulting Party shall constitute an "Event of Default."

## **Section 17. REMEDIES**

Upon an Event of Default by a Party, the Board may at any time, without waiving or limiting any other right or remedy, pursue any action allowed by law including, by way of example and without limitation, specific performance, declaratory judgment and other equitable remedies, to include recovery of attorney's fees and other costs.

## **Section 18. GENERAL TERMS**

A. This Agreement contains terms and conditions agreed upon by the Parties. The Parties acknowledge there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

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

C. This Agreement shall be construed under the laws of the State of Washington. 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.

D. 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.

E. 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.

F. The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

**Section 19. CHAPTER 39.34 RCW 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**

This Agreement continues the existence of the Spokane Regional Transportation Council, a separate entity from the Parties. 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 Parties' websites, as available.

**F. FINANCING**

See Section Nos. 5 and 7 above. The Board, or any of the Parties 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.

**G. TERMINATION**

See Section No. 11 above.

**H. PROPERTY UPON TERMINATION**

Any Party terminating its role as a member of the SRTC Board of Directors as provided for in Section 11 above shall forfeit any ownership interest in any personal property owned or held by SRTC.

Personal property acquired by SRTC in the performance of this Agreement shall be disposed of by the Board 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 Parties according to the contribution made by the Party as set forth in this Agreement.

This Interlocal Agreement is approved by the Parties upon compliance with RCW 47.80.020 (see second Recital, page 1).

Attachment 2 contains the form of the signature page and certification to be submitted by the Parties.

## ATTACHMENT 1

### WEIGHTED VOTING MATRIX

Agency	Regular Vote	Weighted Vote <sup>3</sup>
Airway Heights	1	2.0
Cheney	1	2.0
Liberty Lake	1	2.0
Medical Lake	1	1.0
Deer Park	1	1.0
Millwood	1	1.0
Southeast County Towns <sup>1</sup>	1	1.0
Fairfield		0.0
Rockford		0.0
Spangle		0.0
Waverly		0.0
Spokane Seat 1	1	3.5
Spokane Seat 2	1	3.5
Spokane County Seat 1	1	3.5
Spokane County Seat 2	1	3.5
Spokane Valley Seat 1	1	3.5
Spokane Valley Seat 2	1	3.5
Spokane Transit	1	2.0
WSDOT	1	2.0
Major Employer	1	1.0
Transportation Commission	1	1.0
Kalispel Tribe	1	1.0
Spokane Tribe	1	1.0
Freight/Rail Representative	1	1.0
Spokane Airports <sup>2</sup>	1	2.0
<b>Total</b>	<b>21</b>	<b>42.0</b>

<sup>1</sup>Fairfield, Latah, Rockford, Spangle, and Waverly

<sup>2</sup>Seat is not included in vote totals until Spokane Airports rejoins the SRTC Board.

<sup>3</sup>An affirmative weighted vote requires 22 or more total votes.

**ATTACHMENT 2**

**FORM OF ACCEPTANCE AND CERTIFICATION**

**ACTION OF GOVERNING BODY**

**C E R T I F I C A T E**

I, [ NAME ], the [ POSITION ] for the [ ENTITY ], hereby certify that the "INTERLOCAL AGREEMENT RELATING TO THE FORMATION AND OPERATION OF THE SPOKANE REGIONAL TRANSPORTATION COUNCIL AND OTHER MATTERS RELATING THERETO" was duly adopted at a regular/special meeting of the [ ENTITY ] that was held on [ DATE ], of which all members of [ GOVERNING BODY ] had due and lawful notice and at which a majority thereof were present; with the following vote recorded on the above INTERLOCAL AGREEMENT:

AYES, in favor thereof:

NOES:

ABSENT:

ABSTAIN:

I further certify that based on the above recorded vote, the INTERLOCAL AGREEMENT was approved at the above meeting; and that [ ENTITY ] is now a party to the INTERLOCAL AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2021.

[ ENTITY ]  
Spokane County, Washington

By: \_\_\_\_\_  
[ NAME AND POSITION ]

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, SPOKANE AIRPORT BOARD 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," Spokane Airport Board, a joint operation of the County and City of Spokane, hereinafter referred to as "SAB" 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 July 6, 2012, the President of the United States signed the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), 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**, Chapter 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 the responsibilities of the MPO as provided 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), Spokane Airport Board (SAB) 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, SAB 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 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, SAB 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 MAP-21 legislation of July 6, 2012, and related rules, as amended to implement MAP-21 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.

#### 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, presently consisting of fourteen (14) voting persons, shall be established by the following thresholds:

- (a) Jurisdictions under 5,000 people - 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 5,001 and 50,000 people – Three (3) persons separately selected by the City of Airway Heights, City of Cheney and City of Liberty Lake. The persons selected shall be elected officials;
- (c) Jurisdictions between 50,001 to 100,000 people – one (1) person appointed by each respective governing body, who shall be an elected official;
- (d) 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);
- (e) One (1) person from STA, who shall be the STA Chief Executive Officer or his or her designee;
- (f) 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;
- (g) 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
- (h) One (1) person representing SAB, who shall be the Chief Executive Officer or his or her designee.

(i) There shall be three (3) ex officio, non-voting members serving on the Board representing different modes of transportation, which shall include:

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

(2) The Chair of the TTC

(3) The Chair of the TAC

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

(k) 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.

(l) 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 (1) year. The term for Officers may be up to two (2) years in each office. Ex officio members may not serve as Officers.

(m) 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 AND VOTING

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. 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.

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

The appointment or discharge of the Executive Director shall require the affirmative vote of ten (10) Board members.

To provide for a measure of proportionate representation within a jurisdiction, the Council adopts a weighted voting process.

A weighted vote may be requested by any two Board members. A weighted vote shall be requested either prior to the vote on the proposed motion or after the vote but prior to the Board taking action on a subsequent agenda item. Following the request for weighted voting, the Chair shall thereafter conduct a weighted vote on the matter with the weight of each vote calculated according to the percentages set forth in Table 1 on the following page. If the weighted vote achieves greater than fifty percent (50%) of the vote, the weighted vote shall take precedence over a prior non-weighted vote. A weighted vote may not be requested for items (a)-(c) above.

## 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 authority 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

**Table 1  
SRTC Board Majority Vote and Weighted Vote Calculations**

<b>Jurisdiction</b>	<b>Majority Vote</b>	<b>% of Vote</b>	<b>Weighted Vote (1.286)<sup>2</sup></b>	<b>% of Weighted Vote</b>
Airway Heights	1	7.14%	1.000	6.48%
Cheney	1	7.14%	1.000	6.48%
Cities and towns under 5,000 <sup>1</sup>	1	7.14%	1.000	6.48%
Liberty Lake	1	7.14%	1.000	6.48%
Private Sector Transportation	1	7.14%	1.000	6.48%
Spokane - Member 1	1	7.14%	1.286	8.33%
Spokane - Member 2	1	7.14%	1.286	8.33%
Spokane County - Member 1	1	7.14%	1.286	8.33%
Spokane County - Member 2	1	7.14%	1.286	8.33%
Spokane Airport Board	1	7.14%	1.000	6.48%
Spokane Transit Authority	1	7.14%	1.000	6.48%
Spokane Valley	1	7.14%	1.286	8.33%
State Transportation Board	1	7.14%	1.000	6.48%
WSDOT	1	7.14%	1.000	6.48%
	<b>14</b>	<b>100.00%</b>	<b>15.430</b>	<b>100.00%</b>

<sup>1</sup> Small cities and towns under 5,000 in population share a single vote on the SRTC Board. These jurisdictions include Deer Park, Fairfield, Latah, Medical Lake, Millwood, Rockford, Spangle, and Waverly.

<sup>2</sup> When a weighted vote is called, each vote for representatives from the City of Spokane, the City of Spokane Valley, and Spokane County are weighted by 1.286. This weighted vote formula was established to preserve the voting weight for these three agencies from the 2010 Interlocal Agreement.

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 September 30 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 after approval of the proposed Council budget shall submit its payment on or before January 20 of the budget year. 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, SAB, 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.

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 last dated October 23, 2010.

## 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. 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.

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 13th day of March, 2013.

  
Shelly O'Quinn, Chair

  
Al French, Vice-Chair

ATTEST:  
DANIELA ERICKSON

CLERK OF THE BOARD

By: Daniela Erickson Absent  
Daniela Erickson  
Clerk of the Board  
Todd Mielke, Commissioner

ATTEST:



Leni J. Hoff  
City Clerk

CITY OF SPOKANE

David A. Condon  
By  
Date: 02-27-2013  
David A. Condon  
Mayor  
City of Spokane

Approved as to form:

[Signature]  
Assistant City Attorney

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

[Signature]  
Secretary of Transportation  
Date: 6/12/13

SPOKANE TRANSIT AUTHORITY

[Signature]  
By  
Date: 4/10/13

WASHINGTON STATE  
TRANSPORTATION COMMISSION

[Signature]  
By  
Date: 6/12/13


CITY OF AIRWAY HTS.,  
WASHINGTON

[Signature]  
By  
Date: 4-5-13

CITY OF CHENEY, WASHINGTON

[Signature]  
By  
Date: 3-14-13


CITY OF DEER PARK, WASHINGTON

  
By \_\_\_\_\_  
Date: 4/15/13


CITY OF FAIRFIELD, WASHINGTON

Ed Huber  
By \_\_\_\_\_  
Date: 5-07-13

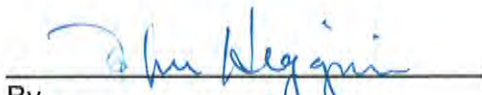
CITY OF LATAH, WASHINGTON

  
By \_\_\_\_\_  
Date: 4-12-2013

CITY OF LIBERTY LK., WASHINGTON

  
By \_\_\_\_\_  
Date: 3/28/13


CITY OF MEDICAL LAKE,  
WASHINGTON

  
By \_\_\_\_\_  
Date: 3/21/13

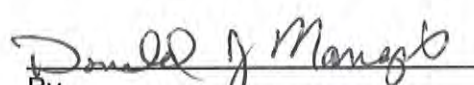
CITY OF MILLWOOD, WASHINGTON

Dail N. Mak  
By \_\_\_\_\_  
Date: April 12, 2013

CITY OF ROCKFORD, WASHINGTON

  
By \_\_\_\_\_  
Date: 3/14/13


CITY OF SPANGLE, WASHINGTON

  
By \_\_\_\_\_  
Date: 5/13/13

CITY OF WAVERLY, WASHINGTON

\_\_\_\_\_  
By \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF SPOKANE VALLEY,  
WASHINGTON

  
By \_\_\_\_\_  
Date: 4/12/13

CITY OF DEER PARK, WASHINGTON

CITY OF FAIRFIELD, WASHINGTON

By \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF LATAH, WASHINGTON

CITY OF LIBERTY LK., WASHINGTON

By \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF MEDICAL LAKE,  
WASHINGTON

CITY OF MILLWOOD, WASHINGTON

By \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF ROCKFORD, WASHINGTON

CITY OF SPANGLE, WASHINGTON

By \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF WAVERLY, WASHINGTON

CITY OF SPOKANE VALLEY,  
WASHINGTON

By *William Lyford*  
Date: March 11, 2013

By \_\_\_\_\_  
Date: \_\_\_\_\_

SPOKANE AIRPORT BOARD

*Lawrence J. Krauter*

By Lawrence J. Krauter

Date: 3/27/13

