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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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 Upon ratification of this Agreement as set forth herein it shall supersede all prior repealed agreements listed herein and the Parties expressly hereby rescind and repeal: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.

VOTING BOARD POSITIONS - Representative Entity	**Number of Director Seats available**	**Total Number of Directors**
Spokane County	2	2
City of Spokane	2	2
City of Spokane Valley	2	2
Tier Two Cities/Towns (*population[1] range 1,501-95,000*)[2]	1 seat per City	6
Tier One Cities/Towns (*population </= 1,500*)[3]	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
TOTAL VOTING DIRECTORS		**21**

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

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

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

[3] 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:

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

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.

[4] 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.[5] 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

[5] 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[3]
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[1]	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[2]	1	2.0
Total	**21**	**42.0**

[1]Fairfield, Latah, Rockford, Spangle, and Waverly
[2]Seat is not included in vote totals until Spokane Airports rejoins the SRTC Board.

[3]An affirmative weighted vote requires 22 or more total votes.

ATTACHMENT 2

FORM OF ACCEPTANCE AND CERTIFICATION

ACTION OF GOVERNING BODY

CERTIFICATE

I, Veronica Messing, the Deputy Mayor for the **City of Airway Heights**, 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 **City of Airway Heights** that was held on 5-3-21, of which all members of **Airway Heights City Council** 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: 6
NOES: 0
ABSENT: 1
ABSTAIN: 0

I further certify that based on the above recorded note, the INTERLOCAL AGREEMENT was approved at the above meeting; and that the **City of Airway Heights** is now a party to the INTERLOCAL AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this 24 of May, 2021.

City of Airway Heights
Spokane County, Washington

By: VM MAYOR

ATTACHMENT 2

FORM OF ACCEPTANCE AND CERTIFICATION

ACTION OF GOVERNING BODY

CERTIFICATE

I, Chris Grover, the Mayor for the **City of Cheney**, 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 **City of Cheney** that was held on 5/11/21, of which all members of **Cheney City Council** 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: 7

NOES:_____

ABSENT: _____

ABSTAIN: _____

I further certify that based on the above recorded note, the INTERLOCAL AGREEMENT was approved at the above meeting; and that the **City of Cheney** is now a party to the INTERLOCAL AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th of May, 2021.

City of Cheney
Spokane County, Washington

By: Chris Grover

ATTACHMENT 2

FORM OF ACCEPTANCE AND CERTIFICATION

ACTION OF GOVERNING BODY

CERTIFICATE

I, Timothy Verzal, the Mayor for the **City of Deer Park**, 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 **City of Deer Park** that was held on 5/5/2021, of which all members of **Deer Park City Council** 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: 5
NOES: 0
ABSENT: 0
ABSTAIN: 0

I further certify that based on the above recorded note, the INTERLOCAL AGREEMENT was approved at the above meeting; and that the **City of Deer Park** is now a party to the INTERLOCAL AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th of May, 2021.

City of Deer Park
Spokane County, Washington

By: _____

ATTACHMENT 2

FORM OF ACCEPTANCE AND CERTIFICATION

ACTION OF GOVERNING BODY

CERTIFICATE

I, Cristella Kaminskas, the Mayor for the **City of Liberty Lake**, 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 **City of Liberty Lake** that was held on May 4, 2021, of which all members of **Liberty Lake Council** 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: Unanimous
NOES:_____
ABSENT: _____
ABSTAIN: _____

I further certify that based on the above recorded note, the INTERLOCAL AGREEMENT was approved at the above meeting; and that the **City of Liberty Lake** is now a party to the INTERLOCAL AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of May, 2021.

City of Liberty Lake
Spokane County, Washington

By: Cristella J. Kaminskas

ATTACHMENT 2

FORM OF ACCEPTANCE AND CERTIFICATION

ACTION OF GOVERNING BODY

CERTIFICATE

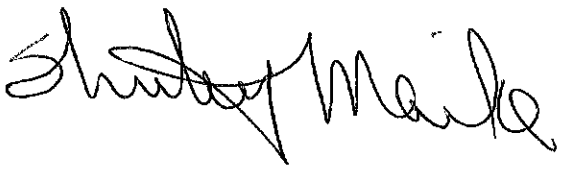
I, Shirley Maike, the Mayor for the **City of Medical Lake**, hereby certify that the "INTERLOCAL AGREEMENT RELATING TO THE FORMATION AND OPERATION OF THE SPOKANE REGIONAL TRANSPORTATION COUNCIL AND OTHER MATTERS RELATING THERETO" was duly adopted at a regular/special meeting of the **City of Medical Lake** that was held on 5/4/2021, of which all members of **Medical Lake City Council** 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: 6
NOES: 0
ABSENT: 1
ABSTAIN: _____

I further certify that based on the above recorded note, the INTERLOCAL AGREEMENT was approved at the above meeting; and that the **City of Medical Lake** is now a party to the INTERLOCAL AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th of May, 2021.

City of Medical Lake
Spokane County, Washington

By: 

ATTACHMENT 2

FORM OF ACCEPTANCE AND CERTIFICATION

ACTION OF GOVERNING BODY

CERTIFICATE

I, Kevin M. Freeman the Mayor for the **City of Millwood**, 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 **City of Millwood** that was held on 6/8/2021 of which all members of **Millwood City Council** 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: 4
NOES: _____
ABSENT: 1
ABSTAIN: _____

I further certify that based on the above recorded note, the INTERLOCAL AGREEMENT was approved at the above meeting; and that the **City of Millwood** is now a party to the INTERLOCAL AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this 8 of June, 2021.

City of Millwood
Spokane County, Washington

By: _____

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ATTACHMENT 2

FORM OF ACCEPTANCE AND CERTIFICATION

ACTION OF GOVERNING BODY

C E R T I F I C A T E

I, Breean Beggs, the Council President for the City of Spokane, 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 approved upon unanimous voice vote at a regular/special meeting of the City of Spokane City Council that was held on May 17, 2021, of which all members of the City Council had due and lawful notice and at which all Council Members were present; with the following vote recorded on the above INTERLOCAL AGREEMENT:

AYES, in favor thereof: Unanimous 7-0 Voice Vote

NOES: None

ABSENT: None

ABSTAIN: None

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

IN WITNESS WHEREOF, I have hereunto set my hand this 5/25/2021 day of May, 2021.

City of Spokane City Council
Spokane County, Washington

By: DocuSigned by: Breean Beggs
Breean Beggs – City Council President

ATTEST:
DocuSigned by: Laurie Farnsworth
City Clerk (Acting)

CITY OF SPOKANE
DocuSigned by:
Mayor
Date: 5/25/2021

Approved as to form:
DocuSigned by: Mike Piccolo
Assistant City Attorney

DS

ATTACHMENT 2

FORM OF ACCEPTANCE AND CERTIFICATION

ACTION OF GOVERNING BODY

CERTIFICATE

I, MARK CALHOUN, the CITY MANAGER for the **City of Spokane Valley**, 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/~~specia~~l meeting of the **City of Spokane Valley** that was held on May 11, 2021, of which all members of **Spokane Valley Council** 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: 7
NOES: 0
ABSENT: 0
ABSTAIN: 0

I further certify that based on the above recorded note, the INTERLOCAL AGREEMENT was approved at the above meeting; and that the **City of Spokane Valley** is now a party to the INTERLOCAL AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this 12TH of May, 2021.

City of Spokane Valley
Spokane County, Washington

By: Mark Calhoun
Mark Calhoun, City Manager

NO. 21-0358

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF REPEALING AND REPLACING THE INTERLOCAL AGREEMENT TO ADDRESS THE REQUIREMENT TO OFFER VOTING MEMBERSHIP TO THE TWO FEDERALLY RECOGNIZED TRIBES HOLDING RESERVATION OR TRUST LANDS WITHIN SPOKANE COUNTY TO BE ELIGIBLE TO RECEIVE STATE TRANSPORTATION FUNDS AS PROVIDED BY RCW 47.80.050	**RESOLUTION**

WHEREAS, pursuant to the provisions of RCW 36.32.120(2), the legislative authority of the several counties are required to lay out, discontinue, or alter county roads and highways within their respective counties, and do all other necessary acts relating thereto according to law, except within cities and towns which have jurisdiction over the roads within their limits; and

WHEREAS, RCW 36.32.120(6) provides that the Spokane County Board of County Commissioner ("Board" or "Board of County Commissioners") shall provide for the care of the county property and the management of the county funds and business and in the name of the county prosecute and defend all actions for and against the county, and

WHEREAS, RCW 39.34 provides the authority for any public agency to jointly exercise all powers and privileges conferred by this chapter upon the public agency though an Interlocal Agreement; and

WHEREAS, as provided by RCW 47.80.020, Spokane County has previously entered into an Interlocal Agreement with the Cities and Towns within Spokane County, as well as with the Washington State Department of Transportation (WSDOT), the Washington State Transportation Commission (WSTC), and the Spokane Transit Authority (STA) to form a regional transportation planning organization (RTPO) though the voluntary association of local governments;

WHEREAS, the Washington State Legislature amended RCW 47.80.050 to require voting membership on the RTPO be offered to tribes holding reservation or trust land within a county for the County to be eligible to receive regional transportation state funding; and

WHEREAS, the signatories to the existing Interlocal Agreement desire the repeal and replacement of the existing Interlocal Agreement to be eligible to receive state road funding and have proposed the attached amended Interlocal Agreement; now

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW 36.32.120(2), RCW

36.32.120(6), and RCW 47.80.050, that the Board hereby approve the Interlocal Agreement as presented and directs that the Chair of the Board of Commissioners execute the Interlocal Agreement on behalf of the County at other than an open meeting.

PASSED AND ADOPTED this 18th day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

JOSH KERNS, CHAIR

MARY L. KUNEY, VICE-CHAIR

AL FRENCH, COMMISSIONER

ATTEST:

Ginna Vasquez, Clerk of the Board

ATTACHMENT 2

FORM OF ACCEPTANCE AND CERTIFICATION

ACTION OF GOVERNING BODY

C E R T I F I C A T E

We, Josh Kerns, Mary L. Kuney and Al French, Board of County Commissioners, for Spokane County, Washington, 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 Board of Spokane County Commissioners 2:00 p.m. Consent Agenda that was held on May 17, 2021, of which all members of the Board of Spokane County Commissioners 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: Kerns, Kuney and French

NOES:

ABSENT:

ABSTAIN:

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

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

JOSH KERNS, CHAIR

MARY L. KUNEY, VICE-CHAIR

AL FRENCH, COMMISSIONER

ATTEST:

Ginna Vasquez, Clerk of the Board

ATTACHMENT 2

FORM OF ACCEPTANCE AND CERTIFICATION

ACTION OF GOVERNING BODY

C E R T I F I C A T E

I, E. Susan Meyer, the CEO for Spokane Transit Authority, 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 Spokane Transit Authority Board that was held on May 20, 2021, of which all members of the Spokane Transit Authority Board 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: 9

NOES: 0

ABSENT: 0

ABSTAIN: 0

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

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of May, 2021.

Spokane Transit Authority
Spokane County, Washington

By: _____
E. Susan Meyer, CEO

ATTACHMENT 2

FORM OF ACCEPTANCE AND CERTIFICATION

ACTION OF GOVERNING BODY

CERTIFICATE

I, KayDee Gilkey, the Mayor for the **Town of Fairfield**, 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 **Town of Fairfield** that was held on May 18, 2021, of which all members of **Fairfield Town Council** 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: 5
NOES: 0
ABSENT: 0
ABSTAIN: 0

I further certify that based on the above recorded note, the INTERLOCAL AGREEMENT was approved at the above meeting; and that the **Town of Fairfield** is now a party to the INTERLOCAL AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this 18 of May, 2021.

Town of Fairfield
Spokane County, Washington

By: KayDee Gilkey

ATTACHMENT 2

FORM OF ACCEPTANCE AND CERTIFICATION

ACTION OF GOVERNING BODY

CERTIFICATE

I, Carrie Roecks, the Mayor for the **Town of Rockford**, 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 **Town of Rockford** that was held on 05/05/2021, of which all members of **Rockford Town Council** 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: 3
NOES: 0
ABSENT: 1
ABSTAIN: 0

I further certify that based on the above recorded note, the INTERLOCAL AGREEMENT was approved at the above meeting; and that the **Town of Rockford** is now a party to the INTERLOCAL AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th of May, 2021.

Town of Rockford
Spokane County, Washington

By: Carrie Roecks

ATTACHMENT 2

FORM OF ACCEPTANCE AND CERTIFICATION

ACTION OF GOVERNING BODY

CERTIFICATE

I, Paul Curtis, the Mayor for the **Town of Waverly**, 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 **Town of Waverly** that was held on May 10, 2021, of which all members of **Waverly Town Council** 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: 5
NOES: 0
ABSENT: _____
ABSTAIN: _____

I further certify that based on the above recorded note, the INTERLOCAL AGREEMENT was approved at the above meeting; and that the **Town of Waverly** is now a party to the INTERLOCAL AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th of May, 2021.

Town of Waverly
Spokane County, Washington

By: _____

ATTACHMENT 2

FORM OF ACCEPTANCE AND CERTIFICATION

ACTION OF GOVERNING BODY

CERTIFICATE

I, Mike Gribner, the Regional Administrator for **WSDOT-Eastern Region**, 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 **WSDOT-Eastern Region** that was held on_____, of which all members of **WSDOT-Eastern Region** 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: X

NOES:_____

ABSENT: _____

ABSTAIN: _____

I further certify that based on the above recorded note, the INTERLOCAL AGREEMENT was approved at the above meeting; and that **WSDOT-Eastern Region** is now a party to the INTERLOCAL AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this 10 of June, 2021.

WSDOT-Eastern Region

Spokane County, Washington

By: _____