

RECEIVED
01.27.2016
CITY CLERK'S OFFICE
SPOKANE, WA

Memorandum of Understanding
for Administrative Services

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the City of Spokane, hereinafter referred to as "CITY" and the Spokane Regional Transportation Council, hereinafter referred to as "SRTC".

1. Purpose of This MOU

This MOU establishes responsibilities of the CITY and SRTC in relation to the performance of administrative services provided by the CITY. The MOU also establishes the standards by which the CITY will perform the services and the compensation to be paid to the CITY.

2. Services Provided by the Accounting Department/City Treasurer

- A. All payroll services (excluding employee benefit administration and time entry)
- B. Payroll deductions for employee payments to the Washington State Retirement System (excluding employer portion and monthly reporting to DRS)
- C. All employer-employee tax reporting
- D. Issuance of payments on accounts payable
- E. Entry and posting of journal entries, as directed by SRTC staff
- F. Annual financial reporting to assist SRTC with the preparation of their separately issued financial statements and the filing of the annual financial information with the State Auditor's Office
- G. Processing vouchers for SRTC payables
- H. Receipt and deposit of all revenues and funds
- I. Maintenance of deposit accounts at financial institutions

3. Services Provided by the Human Resources Department

- A. Employee benefits administration, with rates for SRTC employees to be set annually by the SRTC Board
- B. Process Personnel Action Authorization (PAA) forms

4. Services Provided by the Information Technology Department

- A. PeopleSoft HRMS system support (including hardware)
- B. Overall City IT Project Management
- C. Capital replacement for HRMS system (hardware)

5. Standards for Providing Services

All financial budgeting, accounting, and reporting shall be consistent with RCW 43.09 and the Budgeting, Accounting, and Reporting System (BARS) adopted and implemented by the office of the Washington State Auditor.

6. Compensation

SRTC shall pay an amount not to exceed \$7,500 for accounting services (Section 2 of this MOU) for the period beginning January 1, 2016. SRTC shall pay an amount not to exceed \$4,600 for Information Technology services (Section 4 of this MOU) for the period beginning January 1, 2016. Not to exceed amounts are subject to change for fiscal years beginning in 2017. For budget preparation purposes, the CITY will provide annual costs for these services by September 1 for the following year.

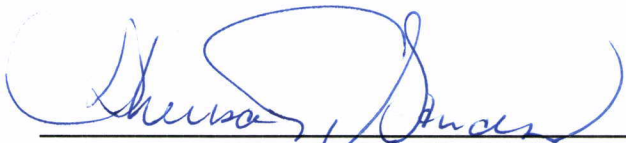
7. Duration and Termination of MOU

- A. Duration. This MOU shall be effective upon execution by the parties. The term of this MOU shall commence on January 1, 2016, and shall continue on a year-to-year calendar year basis until terminated as set forth in Section 7.B.

- B. Termination. This MOU shall continue until terminated by either party. Termination for cause shall be by written notice to the other party served no less than thirty (30) days prior to the termination date stated in the notice. Termination without cause shall be by written notice to the other party served not less than one hundred twenty (120) days prior to December 31 of the then current calendar year.

The respective Parties hereto as of the date of the last written signature approve this Memorandum of Understanding.

CITY OF SPOKANE

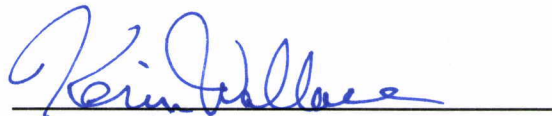


Theresa Sanders, City Administrator

1/22/2016

DATE

SPOKANE REGIONAL
TRANSPORTATION COUNCIL



Kevin Wallace, Executive Director

1/4/16

DATE



Agenda Sheet for City Council Meeting of:
11/02/2015

Date Rec'd	10/20/2015
Clerk's File #	OPR 2003-0550
Renews #	
Cross Ref #	OPR 1998-1037
Project #	
Bid #	
Requisition #	

Submitting Dept	STREET
Contact Name/Phone	MARK 232-8810
Contact E-Mail	MSERBOUSEK@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1100 - AMENDMENT 2 TO INTERLOCAL AGREEMENT NO. GCA 1450

Agenda Wording

Amendment No. 2 to Interlocal Agreement No. GCA 1450, the Spokane Regional Transportation Management Center (SRTMC).

Summary (Background)

October of 1998 the City of Spokane entered into an Interlocal Agreement with the Washington State Department of Transportation (WSDOT), Spokane County, Spokane Transit Authority (STA), and Spokane Regional Transportation Council (SRTC) to create a Spokane transportation operations center; known now as SRTMC. SRTMC is located at the Intermodal Center. Amendment No. 1 was passed in the spring of 2015 placing a clause that the original Interlocal Agreement would end on December 31, 2015 unless

Fiscal Impact	Budget Account
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	SCHENK, ANDREW	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 10/19/15
Finance	DAVIS, LEONARD	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kschmitt@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing		merbousek@spokanecity.org	
		aschenk@spokanecity.org	
		hwhaley@spokanecity.org	

APPROVED BY
SPOKANE CITY COUNCIL:

11/2/2015
[Signature]
CITY CLERK



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

otherwise agreed to by the joint venture agencies. Amendment No. 2 extends the joint venture until December 31, 2017. During this two year period a new Interlocal Agreement must be written and agreed upon by the joint venture agencies.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
City of Spokane
Street/PCED
October 19, 2015

Subject

Amendment No. 2 to Interlocal Agreement No. GCA 1450, the Spokane Regional Transportation Management Center (SRTMC).

Background

October of 1998 the City of Spokane entered into an Interlocal Agreement with the Washington State Department of Transportation (WSDOT), Spokane County, Spokane Transit Authority (STA), and Spokane Regional Transportation Council (SRTC) to create a Spokane transportation operations center; know now as SRTMC. SRTMC is located at the intermodal center.

Amendment No. 1 was passed in the spring of 2015 placing a clause that the original Interlocal Agreement would end on December 31, 2015 unless otherwise agreed to by the joint venture agencies.

Amendment No. 2 extends the joint venture until December 31, 2017. During this two year period a new Interlocal Agreement must be written and agreed upon by the joint venture agencies.

Impact

The primary function of the SRTMC is to respond to incidents that may impact the traveling public. This is achieved by monitoring the regional transportation network and disseminating information to the both the public and member agencies. The results are more efficient transportation operations and system maintenance resulting in less delay, and increased safety for the traveling public.

Action

No action is required. Informational only.

Funding

There are no additional funding requirements for this Amendment.

AGREEMENT NO. GCA 1450, AMENDMENT NO. 2

This Amendment No. 2 to Agreement No. GCA 1450 is made and entered into between the Washington State Department of Transportation (“WSDOT”), Spokane County, the City of Spokane, the Spokane Transit Authority (“STA”), the City of Spokane Valley (“COSV”), and the Spokane Regional Transportation Council (SRTC), collectively referred to as the “Parties” and individually referred to as the “Party”. The Parties entered into the Interlocal Agreement No. GCA 1450 on October 1, 1998 and Amendment No. 1 on April 30, 2015 (as amended, the “Interlocal Agreement”).

Background

It has now been determined that the Interlocal Agreement referenced above shall be amended to extend the termination date to allow time for a new interlocal agreement to be written.

Amendment No. 2 to Agreement

1. Section 12 shall be revised to read:

The SRTC, City of Spokane, Spokane County, COSV, WSDOT, or STA, may terminate membership in the SRTMC by giving written notice to the SRTMC Board Chair by August 1st of any year, with termination effective December 31 of the year in which notice is given.

From the date of Amendment No. 2, a period that ends December 31, 2017 is established to allow the Parties to enter into a new SRTMC Interlocal Agreement. In the event, a new interlocal agreement is not reached, Amendment No. 2 and the Interlocal Agreement shall terminate on December 31, 2017. Amendment No. 2 allows the SRTMC and SRTMC Operating Board to continue operating as a joint venture through December 31, 2017 and as otherwise agreed by the Parties.

2. This Amendment No. 2 shall become effective on the date last signed below and shall remain in effect until December 31, 2017, unless terminated sooner or extended as provided herein.

3. All other terms and conditions of the Interlocal Agreement shall remain in full force and effect except as modified by this Amendment No. 2.

4. This Amendment No. 2 may be executed in any number of counterparts, each of which, when so executed and delivered to the other Parties, shall be an original, but such counterparts shall together constitute but one and the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 as of the Party's date last signed below.

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: [Signature]
Keith A. Metcalf, P.E.
Eastern Region, Regional Administrator

Date: 12/11/15

APPROVED AS TO FORM

By: [Signature]
Frank Hruban, Assistant Attorney General

Date: 12-15-15

SPOKANE COUNTY
ADOPTED by the Board of County
Commissioners of Spokane County,
Washington this 1st day of Dec. 2015.

By: [Signature]
Todd Mielke, Chair

By: [Signature]
Shelly O'Quinn, Vice-Chair

By: [Signature]
Al French, Commissioner

15-0930

ATTEST:

By: [Signature]
Clerk of the Board

Date: 12.1.15





CITY OF SPOKANE

By: David A. Conner

Date: 11/12/15

ATTEST:

By: [Signature]
City Clerk

Date: _____

APPROVED AS TO FORM

By: [Signature]
Assistant City Attorney

Date: _____

SPOKANE REGIONAL
TRANSPORTATION COUNCIL

By: _____

Date: _____

APPROVED AS TO FORM

By: _____
SRTC Attorney

Date: _____

CITY OF SPOKANE VALLEY

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Office of the City Attorney

Date: _____

SPOKANE TRANSIT AUTHORITY

By: _____

Date: _____

APPROVED AS TO FORM

By: _____
Spokane Transit Authority Attorney

Date: _____

CITY OF SPOKANE

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Assistant City Attorney

Date: _____

SPOKANE REGIONAL
TRANSPORTATION COUNCIL

By: Ben Web

Date: 12/10/15

APPROVED AS TO FORM

By: [Signature]
SRTC Attorney

Date: 12.10.15

CITY OF SPOKANE VALLEY

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Office of the City Attorney

Date: _____

SPOKANE TRANSIT AUTHORITY

By: _____

Date: _____

APPROVED AS TO FORM

By: _____
Spokane Transit Authority Attorney

Date: _____

CITY OF SPOKANE

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Assistant City Attorney

Date: _____

SPOKANE REGIONAL
TRANSPORTATION COUNCIL

By: _____

Date: _____

APPROVED AS TO FORM

By: _____
SRTC Attorney

Date: _____

CITY OF SPOKANE VALLEY

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Office of the City Attorney

Date: _____

SPOKANE TRANSIT AUTHORITY

By: Susan Myrle, CEO

Date: 11/19/15

APPROVED AS TO FORM

By: [Signature]
Spokane Transit Authority Attorney

Date: _____

CITY OF SPOKANE

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Assistant City Attorney

Date: _____

SPOKANE REGIONAL
TRANSPORTATION COUNCIL

By: _____

Date: _____

APPROVED AS TO FORM

By: _____
SRTC Attorney

Date: _____

CITY OF SPOKANE VALLEY

By: *[Signature]*

Date: 12/22/15

ATTEST:

By: *[Signature]*
City Clerk

Date: 12-22-15

APPROVED AS TO FORM

By: *[Signature]*
Office of the City Attorney

Date: 12-22-15

SPOKANE TRANSIT AUTHORITY

By: _____

Date: _____

APPROVED AS TO FORM

By: _____
Spokane Transit Authority Attorney

Date: _____

05.01.15
 33



Agenda Sheet for City Council Meeting of:
 04/13/2015

Date Rec'd	4/1/2015
Clerk's File #	OPR 2003-0550
Renews #	

Submitting Dept	STREET	Cross Ref #	OPR 1998-1037
Contact Name/Phone	MARK 232-8810	Project #	
Contact E-Mail	MSERBOUSEK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1100 - AMENDMENT TO INTERLOCAL AGREEMENT NO. GCA 1450		

Agenda Wording

Amendment 1 to Interlocal Agreement No. GCA 1450, the Spokane Regional Transportation Management Center (SRTMC).

Summary (Background)

October of 1998 the City of Spokane entered into an Interlocal Agreement with the Washington State Department of Transportation (WSDOT), Spokane County, Spokane Transit Authority (STA), and Spokane Regional Transportation Council (SRTC) to create a Spokane Transportation Operations Center; known now as SRTMC. SRTMC is located at the Intermodal Center. The primary function of the SRTMC is to respond to incidents that may impact the traveling public. This is achieved by monitoring the regional

Fiscal Impact	Budget Account
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	SERBOUSEK, MARK	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 3/16/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kschmitt@spokanecitylorg	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing		kschmitt@spokanecity.org	
		mserbousek@spokanecity.org	
		aschenk@spokanecity.org	
		hwhaley@spokanecity.org	

APPROVED BY SPOKANE CITY COUNCIL ON

April 13, 2015

 SPOKANE CITY CLERK

BRIEFING PAPER
City of Spokane
Street/PCED
March 16, 2015

Subject

Amendment to Interlocal Agreement No. GCA 1450, the Spokane Regional Transportation Management Center (SRTMC).

Background

October of 1998 the City of Spokane entered into an Interlocal Agreement with the Washington State Department of Transportation (WSDOT), Spokane County, Spokane Transit Authority (STA), and Spokane Regional Transportation Council (SRTC) to create a Spokane transportation operations center; know now as SRTMC. SRTMC is located at the intermodal center.

Impact

The primary function of the SRTMC is to respond to incidents that may impact the traveling public. This is achieved by monitoring the regional transportation network and disseminating information to the both the public and member agencies. The results are more efficient transportation operations and system maintenance resulting in less delay, and increased safety for the traveling public.

Action

No action is required. Informational only.

Funding

There are no additional funding requirements for this Amendment. The City is currently paying a yearly association fee of \$16,000.

AGREEMENT NO. GCA 1450, AMENDMENT NO. 1

This Amendment No. 1 to agreement No. GCA 1450 is made and entered into among the Washington State Department of Transportation, hereafter the "WSDOT," Spokane County, the City of Spokane, WA, the Spokane Transit Authority ("STA"), City of Spokane Valley ("COSV"), and the Spokane Regional Transportation Council ("SRTC"), collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS, the Parties previously entered into agreement, GCA 1450 ("the agreement") on October 1, 1998, which created the Spokane Regional Transportation Systems Center Operating Board ("Operating Board"), and

WHEREAS, SRTC was not a signatory to the agreement and has requested to be added as an ex officio party to the agreement, and

WHEREAS, COSV was incorporated on March 31, 2003 and was not a Party to the agreement, but is now being added as a Party, and

WHEREAS, the Parties agree to add COSV as a Party and further desire to change the name of the Spokane Regional Transportation Systems Center Operating Board to the Spokane Regional Transportation Management Center (SRTMC) Operating Board, and

WHEREAS, it is necessary to amend the agreement to add the COSV and to change the name of the Operating Board to SRTMC Operating Board, and

WHEREAS, SRTC wishes to eliminate its administrative duties under the agreement, and

WHEREAS, a trial period is deemed necessary to evaluate the effectiveness of this agreement.

NOW, THEREFORE, pursuant to chapter 39.34 RCW, the above recitals are incorporated herein as if set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

Agreement GCA 1450 ("the agreement"), pursuant to Section 11, is hereby amended as follows:

1. If not otherwise addressed, any references to a regional transportation systems center will be changed to Spokane Regional Transportation Management Center. Any reference to TEA21 will be changed to MAP21.
2. The City of Spokane Valley ("COSV") is hereby made a Party to the agreement. COSV agrees to be bound by and shall comply with all of the terms contained in the agreement, including this Amendment No. 1 with the exception that member funds will not be collected through the term of this Amendment No 1.

3. Section 1 is deleted in its entirety and is replaced with the following:

A voluntary association and joint board, comprised of professional representatives of the SRTC (ex officio, non-voting member), Spokane County, the City of Spokane, COSV, WSDOT, and STA, is hereby created and shall be known as the Spokane Regional Transportation Management Center (SRTMC) Operating Board. All references to the Operating Board shall be a reference to SRTMC Operating Board.

4. Section 2 is deleted in its entirety and is replaced with the following:

Recognizing that coordinated system management of transportation facilities of Spokane County, the City of Spokane, COSV, WSDOT and STA, are necessarily interwoven and interdependent and that the interests of all citizens will best be served by a coordinated and cooperative transportation system, the SRTMC Operating Board is established to facilitate such appropriate coordination and cooperation and to provide for continuing area wide transportation system management and traffic surveillance.

The SRTMC Operating Board is not authorized to in any way supersede the authority vested in the SRTC, Spokane County, City of Spokane, COSV, WSDOT, STA, or future members, if any, but is intended to meet the prerequisites of federal transportation legislation requiring the development of an integrated congestion management system to manage existing traffic congestion and help to prevent new congestion from occurring.

5. Section 4 is deleted in its entirety and replaced with the following:

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

WSDOT may further utilize the SRTMC for traffic operations management through the entire Eastern Region and will coordinate with other TMC's which may have operational areas extending outside the SRTMC jurisdictional area. This work will be funded solely by WSDOT and not through use of member funds or grants associated with the SRTMC.

6. Section 5 reference to Transportation Manager will be changed to Executive Director.

7. Section 7 is deleted in its entirety and is replaced with the following:

The staff as necessary to conduct work programs of the SRTMC consistent with this agreement shall be arranged for by the SRTMC Operating Board in coordination with the member jurisdictions. The jointly funded staff shall serve under the direction of the SRTMC Operating Board, and shall be responsible for conducting activities necessary to carry out the work program as directed by the SRTMC Operating Board. Staff performing work duties outside the SRTMC jurisdictional area for WSDOT will be funded solely by WSDOT.

The SRTMC Operating Board will consider and approve as appropriate 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 SRTMC Operating Board such that timely SRTMC Operating Board approval cannot be obtained, the grant application may still be submitted with approval of the chair and vice-chair of the SRTMC Operating Board.

Employees assigned to the SRTMC shall be hired and discharged by their respective agencies.

The SRTMC support services such as requisitioning and purchasing, payment of expenditures, accounting, computer processing, and others as deemed necessary will be provided by WSDOT.

Legal counsel will be contracted out as agreed by the SRTMC Operating Board.
Insurance will be provided for employees by their respective agencies.

8. Section 8, paragraphs 2 and 3, are deleted in their entirety and replaced with the following:

The work program shall be approved by November 1 of the preceding year. The work program and budget of the SRTMC may be amended by a majority vote of the SRTMC Operating Board, provided such amendment is within the funding authorized for use of the SRTMC.

The SRTMC Operating Board, in conjunction with the SRTMC Manager, will develop detailed work and financial plans with measurable milestones. Both the performance of the SRTMC Operating Board and the SRTMC Manager will be evaluated against the milestones. With consideration of the performance review, the Operating Board will vote on continuing the agreement during the October 2015 Operations Board meeting and may direct the SRTMC Manager to begin preparation of the 2016 Financial Plan, Work Program, and Budget. The 2016 Financial Plan, Work Program, and Budget shall be submitted by the SRTMC Manager to the Operating Board by November 1, 2015.

WSDOT shall accept the remaining member funds from the SRTC to be expended at the direction of the SRTMC Operating Board through the term of this Amendment No. 1. Member funds not utilized during the term of Amendment No. 1 shall be returned by WSDOT to each member agency equally. No additional member funds will be collected through the term of Amendment No. 1. WSDOT shall report on member funds regularly to the SRTMC Operating Board.

9. Section 9, Paragraphs 1, 2, 3 and 4 are deleted in their entirety and replaced with the following:

It is anticipated that most projects and programs of the SRTMC Operating Board will involve benefits to its members. No costs shall be divided amongst the members through the term of this Amendment No. 1 unless unanimous approval is granted by the SRTMC Operating Board; provided SRTC shall not be required to make any financial contribution to the SRTMC Operating Board. Any additional agency joining the SRTMC Operating Board as a member through the term of Amendment No. 1 shall not be required to make a financial contribution to the SRTMC.

WSDOT may make expenditures in accordance with the approved SRTMC budget and work plan as approved by the SRTMC Operating Board, shall maintain records of expenditures, and shall report regularly to the SRTMC Operating Board on budget activity.

Payment of all claims shall be approved monthly by the SRTMC Operating Board. Such claims, with proper declarations required by law, shall then be certified for payment by WSDOT.

10. Section 10, paragraph 2 is deleted in its entirety.
11. Section 12 is amended as follows: The SRTC, City of Spokane, Spokane County, COSV, WSDOT, or STA, may terminate membership in the SRTMC by giving written notice to the SRTMC Board Chair.

A trial period that ends December 31, 2015 is established to ascertain if the SRTMC and the SRTMC Operating Board will function as intended beyond the trial period. This agreement will terminate on December 31, 2015. Depending on the outcome of the Operations Board vote referenced in section 8 above, an Amendment No. 2 would have to be completed by November 1, 2015. This Amendment No. 2 would allow the SRTMC and SRTMC Operating Board to continue operating, or instead set a timeline and direction to dissolve the agreement and to logically dismantle the current structure.

If the agreement ends, WSDOT will expend the following grant funds as deemed appropriate by the SRTMC Operating Board:

- 1) All grants that were obligated prior to January 1, 2015;
- 2) If the SRTMC agreement discontinues, the 2017-2019 STP Non-Roadway grant titled SRTMC Operations and Maintenance (\$1,267,900) will be returned to SRTC.

Following completion of items 1 and 2 above, WSDOT would notify SRTC that any unspent grant funds held by WSDOT will be returned to SRTC.

There is nothing restricting any agency from forming a new agreement for similar purposes as the SRTMC.

12. Section 15 Legal Relations is added:

Individually, each Party shall protect, defend, indemnify, and save harmless each other Party, its officers, officials, employees, and agents from any and all costs, claims, judgment, and/or awards of damages resulting from the negligent acts or omissions of its officers, officials, employees, and agents acting within the scope of their employment and arising out of or in connection with the performance of this agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of more than one Party, their, officers, officials, employees, and agents, an individual Party's liability hereunder shall be only to the extent

of that Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes a Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification provision. This limited waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this agreement.

13. All other terms and conditions of agreement shall remain in full force and effect except as modified by this Amendment No. 1.

14. This Amendment No. 1 may be executed in any number of counterparts, each of which, when so executed and delivered to the other Parties, shall be an original, but such counterparts shall together constitute but one and the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the Party's date last signed below.

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

SPOKANE COUNTY
ADOPTED by the Board of County
Commissioners of Spokane County,
Washington this 31st day of March, 2015.

By: _____
Keith A. Metcalf, P.E.
Eastern Region, Regional Administrator

Date: _____

APPROVED AS TO FORM

By: _____
Frank Hruban, Assistant Attorney General

Date: _____

By: Todd Mielke
Todd Mielke, Chair

By: Shelly O'Quinn
Shelly O'Quinn, Vice-Chair

By: Al French
Al French, Commissioner

ATTEST: _

By: Danna Vasquez
Clerk of the Board

Date: 3.31.2015



CITY OF SPOKANE

By: David A. Cauden

Date: 4/24/15

CITY OF SPOKANE VALLEY

By: _____

Date: _____

ATTEST:

By: Len Harts
City Clerk

Date: 4/24/15

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: Tom Whaley
Assistant City Attorney

Date: 04/21/15

APPROVED AS TO FORM

By: _____
Office of the City Attorney

Date: _____

SPOKANE REGIONAL
TRANSPORTATION COUNCIL

By: _____

Date: _____

SPOKANE TRANSIT AUTHORITY

By: _____

Date: _____

APPROVED AS TO FORM

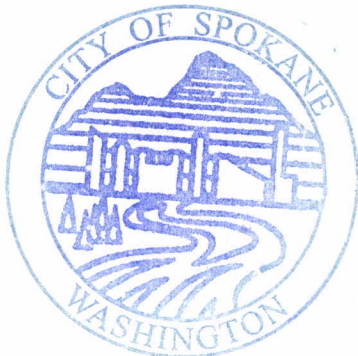
By: _____
SRTC Attorney

Date: _____

APPROVED AS TO FORM

By: _____
Spokane Transit Authority Attorney

Date: _____



CITY OF SPOKANE

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Assistant City Attorney

Date: _____

SPOKANE REGIONAL
TRANSPORTATION COUNCIL

By: _____

Date: _____

APPROVED AS TO FORM

By: _____
SRTC Attorney

Date: _____

CITY OF SPOKANE VALLEY

By: Walter J. [Signature]

Date: 4/29/15

ATTEST:

By: Carrie Koudelka
City Clerk

Date: 4-30-15

APPROVED AS TO FORM

By: Cory P. [Signature]
Office of the City Attorney

Date: 4-28-15

SPOKANE TRANSIT AUTHORITY

By: _____

Date: _____

APPROVED AS TO FORM

By: _____
Spokane Transit Authority Attorney

Date: _____

CITY OF SPOKANE

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Assistant City Attorney

Date: _____

SPOKANE REGIONAL
TRANSPORTATION COUNCIL

By: Ben Wil

Date: 4/9/15

APPROVED AS TO FORM

By: [Signature]
SRTC Attorney

Date: 4.09.15

CITY OF SPOKANE VALLEY

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Office of the City Attorney

Date: _____

SPOKANE TRANSIT AUTHORITY

By: _____

Date: _____

APPROVED AS TO FORM

By: _____
Spokane Transit Authority Attorney

Date: _____

CITY OF SPOKANE

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Assistant City Attorney

Date: _____

SPOKANE REGIONAL
TRANSPORTATION COUNCIL

By: _____

Date: _____

APPROVED AS TO FORM

By: _____
SRTC Attorney

Date: _____

CITY OF SPOKANE VALLEY

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Office of the City Attorney

Date: _____

SPOKANE TRANSIT AUTHORITY

By: 

Date: 4-23-15

APPROVED AS TO FORM

By: 
Spokane Transit Authority Attorney

Date: 4-23-15



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
(509) 625-6350

July 7, 2003

City Clerk File Nos.:

CPR 03-2

OPR 03-550

CPR 93-113

COUNCIL ACTION MEMORANDUM

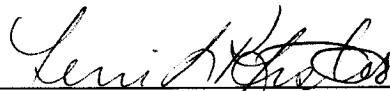
RE: INTERLOCAL AGREEMENT AMONG THE CITY, COUNTY, DOT, STA AND OTHER CITIES AND TOWNS WITHIN SPOKANE COUNTY TO FORM A REGIONAL TRANSPORTATION COUNCIL, DEFINE ITS ORGANIZATION AND POWERS, AND ESTABLISH A REGIONAL COUNCIL JURISDICTIONAL AREA

At its 3:30 p.m. Briefing Session held Monday, June 30, 2003, the Spokane City Council, upon discussing the above-described matter, appointed alternates to the Spokane Regional Transportation Council (SRTC), as follows:

Motion by Council Member Rodgers, seconded by Council Member Greene, to approve Council Member French as an alternate (for Council President Higgins) on SRTC **carried unanimously.**

Motion by Council Member Corker, seconded by Council Member French, to approve Council Member Rodgers as an alternate (for Council Member Hession) on SRTC **carried unanimously.**

Subsequently, the Council, upon motion of Council Member Rodgers, seconded by Council Member French, unanimously approved the items on its June 30, 2003, Consent Agenda, which included the Interlocal Agreement among the City, County, DOT, STA 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.



Terri L. Pfister, CMC
Spokane City Clerk

c: SRTC
Legal

AGENDA SHEET FOR COUNCIL MEETING OF: June 30, 2003

RECEIVED

JUN 19 2003



Submitting Dept.

Contact Person

Phone No.

CITY CLERK'S OFFICE
SPOKANE, WA

SRTC

Glenn Miles

343-6370

ADMINISTRATIVE SESSION

- Contract
- Report
- Claims

LEGISLATIVE SESSION

- Emergency Ord
- Resolution
- Final Reading Ord
- First Reading Ord
- Special Consideration
- Hearing

CITY PRIORITY

- Communications
- Economic Development
- Growth Management
- Human Services
- Neighborhoods
- Public Safety
- Quality Service Delivery
- Racial Equity/Cultural Diversity
- Rebuild/Maintain Infrastructure

CLERK'S FILE

OPR 2003-550

RENEWS
CROSS REF

ENG
BID
REQUISITION

(o CR o RE)

AGENDA WORDING:

Interlocal Agreement among the City, County, DOT, STA 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.

BACKGROUND:

(Attach additional sheet if necessary)

SRTC is currently composed of the City, County, DOT, STA and various other cities and towns in the County. As a result of recent incorporations in the County and to reflect changes in federal law, the Interlocal Agreement needed to be amended. The Interlocal Agreement was re-written as necessary and approved by the SRTC Board. Each jurisdiction will need to approve the Agreement.

RECOMMENDATION: Approve

Fiscal Impact:		Budget Account:	
<input type="checkbox"/> Expenditure:	\$	#	
<input type="checkbox"/> Revenue:	\$	#	
<input type="checkbox"/>	\$	#	

ATTACHMENTS:

On file for Review in Office of City Clerk:
Include in Packets:

Interlocal Agreement

SIGNATURES:

Glenn Miles by P.O.
Department Head
Pat Dalton
Legal

[Signature]
Division Director
[Signature]
Mayor

[Signature]
Finance
Rob Heggins
Council President

DISTRIBUTION: SRTC

Legal

COUNCIL ACTION:

APPROVED BY
SPOKANE CITY COUNCIL:

June 30, 2003

[Signature]
CITY CLERK

* See Council Action Memo dated 7/7/03.

6-1

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

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

WITNESSETH:

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

WHEREAS, on December 18, 1991, the President of the United States signed the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) which provided authorization for highways, highway safety, and mass transportation and enunciated a policy statement "[t]o develop a National Intermodal Transportation System that is economically efficient, environmentally sound, provide the foundation for the nation to compete in the global economy and will move people and goods in an energy efficient manner;" and

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

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

NOW, THEREFORE, it is specifically agreed among the Members hereto as follows:

Section 1: NAME

A regional body, comprising representatives of the County, City, WSDOT, Washington State Transportation Commission, STA, and Other Members is hereby created and shall be known as the Spokane Regional Transportation Council, referred to hereinafter as the "Council."

Section 2: PURPOSE

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

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

Section 3: POWERS AND FUNCTIONS

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

- (a) To perform the functions of the MPO for the urbanized area including those functions set forth in the ISTEA legislation of 1991, Transportation Equity Act for the 21st Century (TEA-21) and the Federal Register as it presently exists, or as it may be hereinafter modified implementing TEA-21 as well as those functions, which may be required hereinafter by Federal Transportation legislation.
- (b) To prepare and update a Metropolitan Transportation Plan and Regional Transportation Improvement Program.
- (c) To administer regional transportation funding programs and consider only those projects which have been approved by the governing bodies of the sponsoring members and which are incorporated within the adopted Metropolitan Transportation Plan.
- (d) To participate in the maintenance of transportation related data banks and transportation related information.
- (e) To contract with the WSDOT or other appropriate entities in order to meet requirements of State and/or Federal Transportation legislation.

- (f) To create technical and citizen committees to advise the Council on transportation related matters.
- (g) To perform such other transportation planning related functions as the Council may hereinafter determine to be in the best interests of the Council.

The Council, or any of the Members hereto, may receive grants-in-aid from the State or Federal Government or any other department or agency and may accept gifts for the purpose of this Agreement.

Section 4: JURISDICTIONAL AND METROPOLITAN AREA DEFINED

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

Section 5: GOVERNING BODY AND OFFICERS

The governing body of the Council shall be governed by the following thresholds:

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

All Council appointments shall be for a term of three (3) years or the tenure of office of the representative in his/her respective jurisdiction whichever is the lesser time. Alternate Council representatives may serve in the absence of the designated representative so long as the alternate representative is an elected or appointed official of the appointing Member's parent agency. All alternate Council representatives must serve in the same capacity as the regularly designated representative as defined hereinabove

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

Section 6: MEETINGS

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

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

All meetings of the Council shall be open to the public as required by chapter 42.30 RCW. A quorum for the purpose of transacting business shall consist of a simple majority of the Board. All recommendations, motions, or other actions of the Council shall be adopted by a favorable vote of a majority of those present. All Council representatives including officers shall be entitled to one vote.

Section 7: STAFF AND SUPPORT

The Council shall employ a Transportation Manager and staff as necessary to conduct the work programs of the Council consistent with this Agreement. The Transportation Manager shall be appointed by and serve at the pleasure of the Council, shall be responsible for record keeping and shall direct the Council staff to carry out the work program and purpose of the Council. The Transportation Manager shall receive Council approval prior to submitting application(s) for or acceptance of any grants to carry out those functions set forth in Section 3 hereinabove. Provided, however, in instances where a grant application must be submitted prior to the next regularly scheduled meeting of the Council so that timely Council approval cannot be obtained, the grant application may still be submitted with approval of the chair and vice-chair of the Council.

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

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

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

Section 8: WORK PROGRAM AND ANNUAL BUDGET

The Council shall prepare and adopt a proposed work program and budget for each calendar year. The detailed annual work program shall list specific work projects to be

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

The Council shall submit the proposed work program and budget to the Members by August 1 of the preceding year. Approval or rejection of such budget by each Member shall be submitted to the Council by November 1 of each year.

The annual budget and/or work program of the Council may be amended by vote of the Council, provided such amendment does not require additional budget appropriation, or by the joint approval of the Council and Members where such amendment does require additional budget appropriation. After approval of the Council budget, no Member may terminate or withhold its share during the year for which it was allocated.

Section 9: ALLOCATION OF COSTS, APPROPRIATIONS, EXPENDITURES

It is anticipated that most projects and programs of the Council will involve benefit to its Members. Costs of the annual budget expenditures shall be divided among the Members as determined by the Council. Any additional agency joining the Council as a Member, shall contribute as agreed with the Council. Additional contributions to the Council budget may be made to accomplish projects and programs deemed to be of particular pertinence or benefit to one or more of the Member agencies.

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

The Transportation Manager may make expenditures in accordance with the approved Council budget and work plan and shall maintain records of expenditures and report monthly to the Council on budget activity.

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

Section 10: INTER-RELATIONSHIP BETWEEN COUNCIL, CITIES AND COUNTY PLANNING COMMISSIONS

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

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

Section 11: AMENDMENTS

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

Section 12: TERMINATION

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

Section 13: PRIOR WRITTEN AGREEMENTS

This Agreement shall supersede the following Agreements:

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

An Amended Agreement between Spokane County, Washington, and City of Spokane, Washington, to form a Spokane Regional Planning Conference, Define its Organization and Powers, and Establish its Regional Planning District, dated August 31, 1972.

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

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

Section 14: EFFECTIVE DATE

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

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

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

Section 16: SUCCESSOR IN INTEREST

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

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



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

John Roskelley, Chair



Philip D. Harris, Vice-Chair

ATTEST:
VICKY M. DALTON
CLERK OF THE BOARD


By: 

Daniela Erickson, Deputy



M. Kate McCaslin, Commissioner

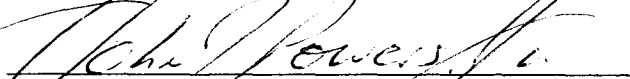
ATTEST:

By: 

Leri M. Hester
City Clerk




CITY OF SPOKANE



John Powers
Mayor

Approved as to form:



Vicky M. Dalton
Assistant City Attorney

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

for J.C. Perry.
Secretary of Transportation

SPOKANE TRANSIT AUTHORITY

[Signature]
Chairman

CITY OF AIRWAY HTS., WASHINGTON

Joseph M. Martella,
Mayor - Pre-Ten

CITY OF CHENEY, WASHINGTON

Amy J. Looy
Mayor

CITY OF DEER PARK, WASHINGTON

Michael D. Wolfe
Mayor

CITY OF FAIRFIELD, WASHINGTON

[Signature]
Mayor

CITY OF LATAH, WASHINGTON

Edward L. Coakett
Mayor

CITY OF LIBERTY LK., WASHINGTON

[Signature]
Mayor

CITY OF MEDICAL LAKE, WASHINGTON

[Signature]
Mayor

CITY OF MILLWOOD, WASHINGTON

Jeanne Batson
Mayor

Attest: Pamela A. McBroom, S.W. Dir.

CITY OF ROCKFORD, WASHINGTON

Edward J. Baune
Mayor

CITY OF SPANGLE, WASHINGTON

William F. Lewis
Mayor

CITY OF WAVERLY, WASHINGTON

Wesley Gensfeldt
Mayor

CITY OF SPOKANE VALLEY,
WASHINGTON

[Signature]
Mayor

**Agenda Sheet for City Council Meeting of:**

04/13/2015

Date Rec'd

3/31/2015

Clerk's File #

OPR 1998-1037

Renews #**Submitting Dept**

STREET

Cross Ref #**Contact Name/Phone**

MARK 232-8810

Project #**Contact E-Mail**

MSERBOUSEK@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1100 - AMENDMENT TO INTERLOCAL AGREEMENT NO. GCA 1450

Agenda Wording

Amendment 1 to Interlocal Agreement No. GCA 1450, the Spokane Regional Transportation Management Center (SRTMC).

Summary (Background)

October of 1998 the City of Spokane entered into an Interlocal Agreement with the Washington State Department of Transportation (WSDOT), Spokane County, Spokane Transit Authority (STA), and Spokane Regional Transportation Council (SRTC) to create a Spokane Transportation Operations Center; known now as SRTMC. SRTMC is located at the Intermodal Center. The primary function of the SRTMC is to respond to incidents that may impact the traveling public. This is achieved by monitoring the regional

Fiscal Impact

Neutral \$

Budget Account

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

SERBOUSEK, MARK

Council Notifications**Study Session****Division Director**

SIMMONS, SCOTT M.

Other

PCED 3/16/15

Finance

SALSTROM, JOHN

Distribution List**Legal**

WHALEY, HUNT

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

kschmitt@spokanecitylorg

Additional Approvals

jsalstrom@spokanecity.org

Purchasing

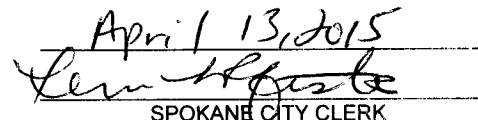
kschmitt@spokanecity.org

mserbousek@spokanecity.org

aschenk@spokanecity.org

hwhaley@spokanecity.org

APPROVED BY SPOKANE CITY COUNCIL ON

April 13, 2015

 SPOKANE CITY CLERK



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

transportation network and disseminating information to the both public and member agencies. The results are more efficient transportation operations and system maintenance resulting in less delay and increased safety for the traveling public.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
City of Spokane
Street/PCED
March 16, 2015

Subject

Amendment to Interlocal Agreement No. GCA 1450, the Spokane Regional Transportation Management Center (SRTMC).

Background

October of 1998 the City of Spokane entered into an Interlocal Agreement with the Washington State Department of Transportation (WSDOT), Spokane County, Spokane Transit Authority (STA), and Spokane Regional Transportation Council (SRTC) to create a Spokane transportation operations center; know now as SRTMC. SRTMC is located at the intermodal center.

Impact

The primary function of the SRTMC is to respond to incidents that may impact the traveling public. This is achieved by monitoring the regional transportation network and disseminating information to the both the public and member agencies. The results are more efficient transportation operations and system maintenance resulting in less delay, and increased safety for the traveling public.

Action

No action is required. Informational only.

Funding

There are no additional funding requirements for this Amendment. The City is currently paying a yearly association fee of \$16,000.

AGREEMENT NO. GCA 1450, AMENDMENT NO. 1

This Amendment No. 1 to agreement No. GCA 1450 is made and entered into among the Washington State Department of Transportation, hereafter the "WSDOT," Spokane County, the City of Spokane, WA, the Spokane Transit Authority ("STA"), City of Spokane Valley ("COSV"), and the Spokane Regional Transportation Council ("SRTC"), collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS, the Parties previously entered into agreement, GCA 1450 ("the agreement") on October 1, 1998, which created the Spokane Regional Transportation Systems Center Operating Board ("Operating Board"), and

WHEREAS, SRTC was not a signatory to the agreement and has requested to be added as an ex officio party to the agreement, and

WHEREAS, COSV was incorporated on March 31, 2003 and was not a Party to the agreement, but is now being added as a Party, and

WHEREAS, the Parties agree to add COSV as a Party and further desire to change the name of the Spokane Regional Transportation Systems Center Operating Board to the Spokane Regional Transportation Management Center (SRTMC) Operating Board, and

WHEREAS, it is necessary to amend the agreement to add the COSV and to change the name of the Operating Board to SRTMC Operating Board, and

WHEREAS, SRTC wishes to eliminate its administrative duties under the agreement, and

WHEREAS, a trial period is deemed necessary to evaluate the effectiveness of this agreement.

NOW, THEREFORE, pursuant to chapter 39.34 RCW, the above recitals are incorporated herein as if set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

Agreement GCA 1450 ("the agreement"), pursuant to Section 11, is hereby amended as follows:

1. If not otherwise addressed, any references to a regional transportation systems center will be changed to Spokane Regional Transportation Management Center. Any reference to TEA21 will be changed to MAP21.
2. The City of Spokane Valley ("COSV") is hereby made a Party to the agreement. COSV agrees to be bound by and shall comply with all of the terms contained in the agreement, including this Amendment No. 1 with the exception that member funds will not be collected through the term of this Amendment No 1.

3. Section 1 is deleted in its entirety and is replaced with the following:

A voluntary association and joint board, comprised of professional representatives of the SRTC (ex officio, non-voting member), Spokane County, the City of Spokane, COSV, WSDOT, and STA, is hereby created and shall be known as the Spokane Regional Transportation Management Center (SRTMC) Operating Board. All references to the Operating Board shall be a reference to SRTMC Operating Board.

4. Section 2 is deleted in its entirety and is replaced with the following:

Recognizing that coordinated system management of transportation facilities of Spokane County, the City of Spokane, COSV, WSDOT and STA, are necessarily interwoven and interdependent and that the interests of all citizens will best be served by a coordinated and cooperative transportation system, the SRTMC Operating Board is established to facilitate such appropriate coordination and cooperation and to provide for continuing area wide transportation system management and traffic surveillance.

The SRTMC Operating Board is not authorized to in any way supersede the authority vested in the SRTC, Spokane County, City of Spokane, COSV, WSDOT, STA, or future members, if any, but is intended to meet the prerequisites of federal transportation legislation requiring the development of an integrated congestion management system to manage existing traffic congestion and help to prevent new congestion from occurring.

5. Section 4 is deleted in its entirety and replaced with the following:

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

WSDOT may further utilize the SRTMC for traffic operations management through the entire Eastern Region and will coordinate with other TMC's which may have operational areas extending outside the SRTMC jurisdictional area. This work will be funded solely by WSDOT and not through use of member funds or grants associated with the SRTMC.

6. Section 5 reference to Transportation Manager will be changed to Executive Director.

7. Section 7 is deleted in its entirety and is replaced with the following:

The staff as necessary to conduct work programs of the SRTMC consistent with this agreement shall be arranged for by the SRTMC Operating Board in coordination with the member jurisdictions. The jointly funded staff shall serve under the direction of the SRTMC Operating Board, and shall be responsible for conducting activities necessary to carry out the work program as directed by the SRTMC Operating Board. Staff performing work duties outside the SRTMC jurisdictional area for WSDOT will be funded solely by WSDOT.

The SRTMC Operating Board will consider and approve as appropriate 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 SRTMC Operating Board such that timely SRTMC Operating Board approval cannot be obtained, the grant application may still be submitted with approval of the chair and vice-chair of the SRTMC Operating Board.

Employees assigned to the SRTMC shall be hired and discharged by their respective agencies.

The SRTMC support services such as requisitioning and purchasing, payment of expenditures, accounting, computer processing, and others as deemed necessary will be provided by WSDOT.

Legal counsel will be contracted out as agreed by the SRTMC Operating Board. Insurance will be provided for employees by their respective agencies.

8. Section 8, paragraphs 2 and 3, are deleted in their entirety and replaced with the following:

The work program shall be approved by November 1 of the preceding year. The work program and budget of the SRTMC may be amended by a majority vote of the SRTMC Operating Board, provided such amendment is within the funding authorized for use of the SRTMC.

The SRTMC Operating Board, in conjunction with the SRTMC Manager, will develop detailed work and financial plans with measurable milestones. Both the performance of the SRTMC Operating Board and the SRTMC Manager will be evaluated against the milestones. With consideration of the performance review, the Operating Board will vote on continuing the agreement during the October 2015 Operations Board meeting and may direct the SRTMC Manager to begin preparation of the 2016 Financial Plan, Work Program, and Budget. The 2016 Financial Plan, Work Program, and Budget shall be submitted by the SRTMC Manager to the Operating Board by November 1, 2015.

WSDOT shall accept the remaining member funds from the SRTC to be expended at the direction of the SRTMC Operating Board through the term of this Amendment No. 1. Member funds not utilized during the term of Amendment No. 1 shall be returned by WSDOT to each member agency equally. No additional member funds will be collected through the term of Amendment No. 1. WSDOT shall report on member funds regularly to the SRTMC Operating Board.

9. Section 9, Paragraphs 1, 2, 3 and 4 are deleted in their entirety and replaced with the following:

It is anticipated that most projects and programs of the SRTMC Operating Board will involve benefits to its members. No costs shall be divided amongst the members through the term of this Amendment No. 1 unless unanimous approval is granted by the SRTMC Operating Board; provided SRTC shall not be required to make any financial contribution to the SRTMC Operating Board. Any additional agency joining the SRTMC Operating Board as a member through the term of Amendment No. 1 shall not be required to make a financial contribution to the SRTMC.

WSDOT may make expenditures in accordance with the approved SRTMC budget and work plan as approved by the SRTMC Operating Board, shall maintain records of expenditures, and shall report regularly to the SRTMC Operating Board on budget activity.

Payment of all claims shall be approved monthly by the SRTMC Operating Board. Such claims, with proper declarations required by law, shall then be certified for payment by WSDOT.

10. Section 10, paragraph 2 is deleted in its entirety.
11. Section 12 is amended as follows: The SRTC, City of Spokane, Spokane County, COSV, WSDOT, or STA, may terminate membership in the SRTMC by giving written notice to the SRTMC Board Chair.

A trial period that ends December 31, 2015 is established to ascertain if the SRTMC and the SRTMC Operating Board will function as intended beyond the trial period. This agreement will terminate on December 31, 2015. Depending on the outcome of the Operations Board vote referenced in section 8 above, an Amendment No. 2 would have to be completed by November 1, 2015. This Amendment No. 2 would allow the SRTMC and SRTMC Operating Board to continue operating, or instead set a timeline and direction to dissolve the agreement and to logically dismantle the current structure.

If the agreement ends, WSDOT will expend the following grant funds as deemed appropriate by the SRTMC Operating Board:

- 1) All grants that were obligated prior to January 1, 2015;
- 2) If the SRTMC agreement discontinues, the 2017-2019 STP Non-Roadway grant titled SRTMC Operations and Maintenance (\$1,267,900) will be returned to SRTC.

Following completion of items 1 and 2 above, WSDOT would notify SRTC that any unspent grant funds held by WSDOT will be returned to SRTC.

There is nothing restricting any agency from forming a new agreement for similar purposes as the SRTMC.

12. Section 15 Legal Relations is added:

Individually, each Party shall protect, defend, indemnify, and save harmless each other Party, its officers, officials, employees, and agents from any and all costs, claims, judgment, and/or awards of damages resulting from the negligent acts or omissions of its officers, officials, employees, and agents acting within the scope of their employment and arising out of or in connection with the performance of this agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of more than one Party, their, officers, officials, employees, and agents, an individual Party's liability hereunder shall be only to the extent

of that Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes a Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification provision. This limited waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this agreement.

13. All other terms and conditions of agreement shall remain in full force and effect except as modified by this Amendment No. 1.

14. This Amendment No. 1 may be executed in any number of counterparts, each of which, when so executed and delivered to the other Parties, shall be an original, but such counterparts shall together constitute but one and the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the Party's date last signed below.

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

SPOKANE COUNTY
ADOPTED by the Board of County
Commissioners of Spokane County,
Washington this ___ day of _____, 2015.

By: _____
Keith A. Metcalf, P.E.
Eastern Region, Regional Administrator

By: _____
Todd Mielke, Chair

Date: _____

By: _____
Shelly O'Quinn, Vice-Chair

APPROVED AS TO FORM

By: _____
Al French, Commissioner

By: _____
Frank Hruban, Assistant Attorney General

ATTEST:

Date: _____

By: _____
Clerk of the Board
Date: _____

CITY OF SPOKANE

By: David A. Condon

Date: 04.21.15

David A. Condon
Mayor
City of Spokane

CITY OF SPOKANE VALLEY

By: _____

Date: _____

ATTEST:

By: Leri Hefato
City Clerk

Date: 4/21/15

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: John Voluntary
Assistant City Attorney

Date: 04/15/15

APPROVED AS TO FORM

By: _____
Office of the City Attorney

Date: _____

SPOKANE REGIONAL
TRANSPORTATION COUNCIL

By: _____

Date: _____

SPOKANE TRANSIT AUTHORITY

By: _____

Date: _____

APPROVED AS TO FORM

By: _____
SRTC Attorney

Date: _____

APPROVED AS TO FORM

By: _____
Spokane Transit Authority Attorney

Date: _____



CITY OF SPOKANE

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: *[Signature]*
Assistant City Attorney

Date: 04/15/15

SPOKANE REGIONAL
TRANSPORTATION COUNCIL

By: _____

Date: _____

APPROVED AS TO FORM

By: _____
SRTC Attorney

Date: _____

CITY OF SPOKANE VALLEY

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Office of the City Attorney

Date: _____

SPOKANE TRANSIT AUTHORITY

By: _____

Date: _____

APPROVED AS TO FORM

By: _____
Spokane Transit Authority Attorney

Date: _____

SUPPLEMENTAL BACKGROUND

COORDINATED SYSTEM MANAGEMENT OF TRANSPORTATION FACILITIES OF THE CITY OF SPOKANE, SPOKANE COUNTY, SRTC, WSDOT, AND STA, ARE INTERWOVEN AND INTERDEPENDENT. THE INTERESTS OF ALL CITIZENS ARE BEST SERVED BY COORDINATED AND COOPERATIVE TRANSPORTATION SYSTEM MANAGEMENT.

THE PURPOSE OF THIS INTERLOCAL AGREEMENT IS TO FORM A REGIONAL TRANSPORTATION SYSTEMS CENTER OPERATING BOARD, DEFINE ITS ORGANIZATION AND AUTHORITY, AND ESTABLISH A REGIONAL TRANSPORTATION SYSTEMS CENTER JURISDICTIONAL AREA.

THE OPERATING BOARD WILL BE MADE UP OF A REPRESENTATIVE FROM EACH AGENCY WHO HAS AUTHORITY TO MAKE DECISIONS RELATED TO TRAFFIC OPERATIONS. THE OPERATING BOARD WILL NOT SUPERCEDE THE AUTHORITY VESTED IN EACH AGENCY BUT IS INTENDED TO MEET THE PREREQUISITE OF FEDERAL TRANSPORTATION LEGISLATION REQUIRING THE DEVELOPMENT OF AN INTEGRATED CONGESTION-MANAGEMENT SYSTEM.

THE SRTC HAS RECEIVED A GRANT TO ESTABLISH THE REGIONAL CENTER AND FOR THE INITIAL TWO-YEAR OPERATION.

AN INTERLOCAL AGREEMENT AMONG SPOKANE REGIONAL TRANSPORTATION COUNCIL, SPOKANE COUNTY, CITY OF SPOKANE, WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, AND SPOKANE TRANSIT AUTHORITY, TO FORM A REGIONAL TRANSPORTATION SYTEMS CENTER OPERATING BOARD, DEFINE ITS ORGANIZATION AND AUTHORITY, AND ESTABLISH A REGIONAL TRANSPORTATION SYSTEMS CENTER JURISDICTIONAL AREA.

THIS AGREEMENT, made and entered into this _____ day of _____, 1998, among the Spokane Regional Transportation Council (SRTC), a public entity created by interlocal agreement, Spokane County, the City of Spokane, the Washington State Department of Transportation (WSDOT), and Spokane Transit Authority (STA).

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 between each other to perform functions which each may individually perform; and

WHEREAS, on June 10, 1998, the President of the United States signed the Transportation Efficiency Act of the 21st Century (TEA21), which provided authorization for highways, highway safety, and mass transportation; and enunciated a policy statement "[t]o develop a National Intermodal Transportation System that is economically efficient, environmentally sound, provides the foundation for the nation to compete in the global economy and will move people and goods in an energy efficient manner;" and

WHEREAS, federal transportation legislation requires 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 organization in cooperation with the State of Washington shall develop transportation plans and programs for urbanized areas of Washington State; and

WHEREAS, pursuant to the above referenced state and federal laws and Federal Transportation legislation, the above referenced entities are desirous of establishing a regional transportation systems center to carry out responsibilities provided for in Federal Transportation legislation as well as other responsibilities determined by the Transportation Systems Center Operating Board.

NOW, THEREFORE, it is specifically agreed among the entities hereto as follows:

Section 1: NAME

A governing body, comprised of professional representatives of the SRTC, Spokane County, the City of Spokane, WSDOT, and STA, is hereby created and shall be known as the Spokane Regional Transportation Systems Center Operating Board, referred to hereinafter as the "Operating Board".

Section 2: PURPOSE

Recognizing that coordinated system management of transportation facilities of Spokane County, the City of Spokane, WSDOT, and STA, are necessarily interwoven and interdependent and that the interests of all citizens will best be served by a coordinated and cooperative transportation system, this Operating Board is established to facilitate such appropriate coordination and cooperation and provide for continuing area wide transportation system management and surveillance.

The Operating Board is not authorized to in any way supersede the authority vested in the SRTC, County, City, WSDOT, STA, or Other Members, but is intended to meet the prerequisites of Federal Transportation legislation requiring the development of an integrated congestion management system to manage existing traffic congestion and help to prevent new congestion from occurring.

Section 3: POWERS AND FUNCTIONS

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

- (a) To perform the functions of the Transportation Systems Center for the metropolitan area, including those functions set forth in the TEA21 legislation of 1998 and the Federal Register as it presently exists, or as it may be hereinafter modified implementing TEA21; as well as those functions which may be required hereinafter by Federal Transportation legislation.
- (b) To prepare and update a Comprehensive Regional Transportation System Operating Plan and Regional Transportation Incident Management Program.
- (c) To administer regional transportation projects and programs that facilitate operations of the Transportation Systems Center considering only those projects which have been approved by the SRTC Board and which are consistent with the adopted Regional Transportation Plan.
- (d) To participate in the collection and maintenance of transportation related data bases and transportation related information.
- (e) To contract with the WSDOT or other appropriate entities in order to meet requirements of State and/or Federal Transportation legislation.

(f) To perform such other transportation systems management related functions as the Operating Board may hereinafter determine to be in the best interests of the Transportation Systems Center.

The SRTC, or any of the Members hereto, may receive grants-in-aid from the State or Federal Government or any other department or agency and may accept gifts for the purpose of this Agreement.

**Section 4: JURISDICTIONAL AND METROPOLITAN AREA
DEFINED**

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

Section 5: GOVERNING BODY AND OFFICERS

The governing body of the Operating Board shall consist of one representative from each of the Member agency/jurisdiction and an ex-officio representative from SRTC staff. Each representative shall hold a position that has authority to make decisions related to traffic operations for their respective agency/jurisdiction. The SRTC representative shall be appointed by the Transportation Manager.

Alternate Operating Board representatives may serve in the absence of the designated representative so long as the alternate representative has similar authority to act on behalf of the appointing Member's parent agency. All alternate Operating Board representatives must serve in the same or higher capacity as the regularly designated representative as defined hereinabove.

Officers of the Operating Board shall include a chair and vice-chair, who shall be elected by majority vote of the Operating Board. Officers shall serve a one year term. The chair shall alternate among representatives of the Operating Board.

Section 6: MEETINGS

The Operating Board shall hold regular 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 Operating Board.

The Operating Board shall adopt rules for the conduct of its business consistent with this Agreement and such rules shall prescribe, among other matters, the place of meetings and the methods of providing reasonable notice to Members thereof. Such rules

shall be adopted and may be amended by a majority vote (75% ratification of the Member bodies) of the total Operating Board, or by amendment to this Agreement as provided herein.

All meetings of the Operating Board shall be open to the public as required by Chapter 42.30 RCW. A quorum for the purpose of transacting business shall consist, at a minimum, of three Operating Board members. All recommendations, motions or other actions of the Operating Board shall be adopted by a favorable vote of a majority of those present. All Operating Board representatives including officers shall be entitled to one vote.

Section 7: STAFF AND SUPPORT

The staff as necessary to conduct the work programs of the Operating Board consistent with this Agreement shall be provided by SRTC in addition to staff provided at the discretion of the member jurisdictions. The staff shall serve under the direction of the Operating Board, and shall be responsible for conducting activities necessary to carry out the work program and purpose of the Operating Board. The Operating Board will submit to the SRTC Board for approval, 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 Operating Board so that timely Operating Board approval cannot be obtained, the grant application may still be submitted with approval of the chair and vice-chair of the Operating Board.

Employees assigned to the Transportation Systems Center shall be hired and discharged by their respective agencies.

The Operating Board support services such as requisitioning and purchasing, payment of expenditures, accounting, computer processing, legal counsel, and others as deemed necessary will be provided by the SRTC.

Section 8: WORK PROGRAM AND ANNUAL BUDGET

The Operating 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 as part of the Transportation Systems Center.

The Operating Board shall submit the proposed work program and budget to the SRTC Board by August 1 of the preceding year. Approval or rejection of such budget by each Member shall be provided to the Operating Board by November 1 of each year.

The annual budget and/or work program of the Operating Board may be amended by vote of the SRTC Board, provided such amendment does not require additional budget

appropriation, or by the joint approval of the Operating Board and Members where such amendment does require additional budget appropriation. After approval of the Operating Board Budget, no Member may terminate or withhold its share during the year for which it was allocated.

Section 9: ALLOCATION OF COSTS, APPROPRIATIONS, AND EXPENDITURES

It is anticipated that most projects and programs of the Operating Board will involve benefit to its Members. Costs of the annual budgeted expenditures shall be divided among the Members as determined by the Operating Board and as agreed to by the Members. Any additional agency joining the Operating Board as a Member, shall contribute as agreed with the Operating Board. Additional contributions to the Operating Board budget may be made to accomplish projects and programs deemed to be of particular pertinence or benefit to one or more of the Member agencies.

Each funding Member approving the proposed Operating Board budget shall submit its payment on or before January 20 of the budget year which it has approved. The funds of such joint operation shall be deposited with the SRTC; 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 SRTC may make expenditures in accordance with the approved Operating Board budget and work plan and shall maintain records of expenditures and report regularly to the Operating Board on budget activity.

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

Section 10: INTER-RELATIONSHIP BETWEEN OPERATING BOARD, AND MEMBER ENGINEERING DEPARTMENTS

Member traffic engineering departments shall continue their respective functions as provided by charter and/or State law, including preparation of traffic control plans, to which the Regional Transportation Systems Center plans shall be coordinated. The Region Transportation Systems Center and may administer or implement such plans as may be agreed by the Member agency and the Operating Board.

The successful execution of Transportation Systems Center duties and responsibilities in preparing a Regional Transportation Congestion Management System, in coordination with local plans, requires comprehensive transportation management plans be prepared and remain up to date by the City and County of Spokane, WSDOT and STA for their respective jurisdictions.

Section 11: AMENDMENTS

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

Section 12: TERMINATION

The City of Spokane, Spokane County, WSDOT, or STA, may terminate membership in the Operating Board by giving written notice to the Operating Board prior to August 1 of any year for the following year.

Section 13: PRIOR WRITTEN AGREEMENTS

This Agreement shall supersede any prior agreements establishing a jointly developed transportation system center.

Section 14: EFFECTIVE DATE

The effective date of this Agreement shall be October 1, 1998. Provided, however, upon execution by the Members, the governing body of the Operating Board may meet for the purpose of taking action(s), such action(s) to be effective January 1, 1999.

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

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

By _____
Deputy Clerk

CITY OF SPOKANE

John Albatt
Mayor
Approved:

ATTEST:

By Leri A. Gustafson
City Clerk

Ben Pappas
City Manager

Approved as to form:

Michael J. Piccolo
Assistant City Attorney

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

Eastern Region Administrator for
Washington State Department of Transportation

SPOKANE TRANSIT AUTHORITY

Chair

APPROVED AS TO FORM

Date: August 27, 1998

By: [Signature]
Assistant Attorney General

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

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

By _____
Deputy Clerk

CITY OF SPOKANE

Mayor

Approved:

ATTEST:

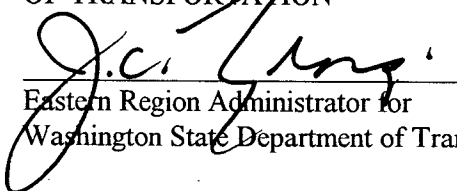
By _____
City Clerk

City Manager

Approved as to form:


Assistant City Attorney

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION



Eastern Region Administrator for
Washington State Department of Transportation

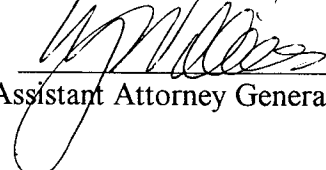
SPOKANE TRANSIT AUTHORITY



~~Chair~~ Executive Director

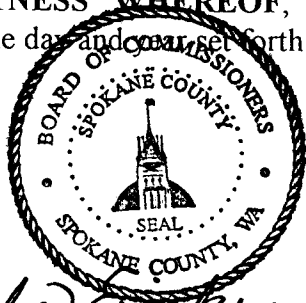
APPROVED AS TO FORM

Date: August 27, 1998

By: 

Assistant Attorney General

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



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

By David Wadickson
Deputy Clerk

W. B. Caldwell
John Roskelley
[Signature]

CITY OF SPOKANE

Mayor

Approved:

City Manager

Approved as to form:

Assistant City Attorney

ATTEST:

By _____
City Clerk

SPOKANE TRANSIT AUTHORITY

Chair

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

J. C. Long
Eastern Region Administrator for
Washington State Department of Transportation

APPROVED AS TO FORM

Date: August 27, 1978

By: [Signature]
Assistant Attorney General

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING)
INTERLOCAL AGREEMENT FOR FORMATION)
OF A REGIONAL TRANSPORTATION SYSTEMS)
CENTER OPERATING BOARD)

RECEIVED
RESOLUTION
JAN 20 1999

SRTC

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

WHEREAS, on June 10, 1998, the President of the United States signed the Transportation Efficiency Act of the 21st Century (TEA21), which provided authorization for highways, highway safety, and mass transportation; and enunciated a policy statement "[t]o develop a National Intermodal Transportation System that is economically efficient, environmentally sound, provides the foundation for the nation to compete in the global economy and will move people and goods in an energy efficient manner;" and

WHEREAS, federal transportation legislation requires 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 organization in cooperation with the State of Washington shall develop transportation plans and programs for urbanized areas of Washington State; and

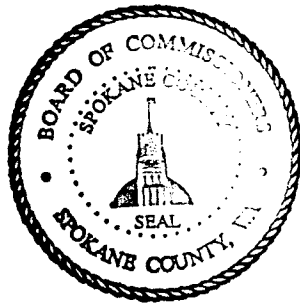
WHEREAS, pursuant to the above referenced state and federal laws and Federal Transportation legislation, the above referenced entities are desirous of establishing a regional transportation systems center to carry out responsibilities provided for in Federal Transportation legislation as well as other responsibilities determined by the Transportation Systems Center Operating Board.

AND, WHEREAS, the County Engineer recommends the approval of the agreement establishing the Regional Transportation Systems Center Operating Board.

THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Spokane County, Washington, that the interlocal agreement for formation of a Regional Transportation Systems Center Operating Board is hereby approved.

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to designate the county's representative to the Regional Transportation Systems Center Operating Board.

APPROVED BY THE BOARD this 12th day of January, 1999.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

M. Kate McCaslin
M. KATE McCASLIN, CHAIR

John Roskelley
JOHN ROSKELLEY, VICE-CHAIR

ATTEST: VICKY M. DALTON
CLERK OF THE BOARD

BY: *Daniela Erickson*
DANIELA ERICKSON, DEPUTY

Phillip D. Harris
PHILLIP D. HARRIS

RECEIVED

FEB 11 2000

**CITY CLERK'S OFFICE
SPOKANE, WA**