

INTERLOCAL AGREEMENT REGARDING THE CREATION, OPERATIONS AND  
MANAGEMENT OF THE SPOKANE REGIONAL TRANSPORTATION MANAGEMENT  
CENTER

WSDOT NO. GCB 2457

This Interlocal Agreement (Agreement) is made and entered into among the Washington State Department of Transportation (WSDOT); Spokane County, Washington; the City of Spokane, Washington (COS); the Spokane Transit Authority (STA); the City of Spokane Valley, Washington (COSV); and the Spokane Regional Transportation Council (SRTC), collectively referred to as the Members and individually referred to as a Member, for the purposes of formalizing the creation, operations and management of the Spokane Regional Transportation Management Center (SRTMC).

RECITALS

- A. Pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate with one another to perform functions that each may individually perform.
- B. The SRTC is the federally designated Metropolitan Planning Organization and the State designated Regional Transportation Planning Organization for Spokane County that plays a critical role in the regional transportation planning process.
- C. The Members, other than the SRTC, operate transportation facilities in the Spokane region that are necessarily interwoven and interdependent. The interest of the traveling public will best be served by coordinating the Members' transportation systems as a whole.
- D. The Members have been operating and maintaining the Spokane Regional Transportation Management Center (SRTMC) pursuant to WSDOT contract number GCA 1450, dated October 1, 1998, as amended by Amendment No. 1, with an effective date of April 30, 2015, and Amendment No. 2, with an effective date of December 22, 2015 (collectively referred to as GCA 1450).
- E. The SRTMC is a regional transportation management system that provides traveler information and traffic management services on the Spokane regional transportation system to allow a seamless multi-modal commute across the jurisdictional boundaries of the participating Members.
- F. The SRTMC also allows the Members to individually or collectively pursue federal and state funding for the regional transportation system, including but not limited to the funding of the SRTMC itself.
- G. The Members desire to continue to operate and maintain the SRTMC under this Agreement, which will replace and supersede GCA 1450.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

## AGREEMENT

### **Section 1: Purpose; SRTMC Regional Area**

**1.1 Purpose.** The purpose of this Agreement is to create and establish the framework to manage and operate the SRTMC to:

**1.1.1** Continue the coordinated system management of transportation facilities of Spokane County, COS, COSV, WSDOT and STA;

**1.1.2** Establish a transportation management center for the Spokane County area that complies with applicable federal and state transportation legislation;

**1.1.3** Facilitate the storage and distribution of regional traffic data amongst the Members; and

**1.1.4** Facilitate the solicitation of funding for the SRTMC.

### **1.2 SRTMC Regional Area**

**1.2.1** The regional area covered by this Agreement shall consist of all incorporated and unincorporated areas of Spokane County, Washington and may include contiguous areas across the county or state of Washington (State) boundaries, as deemed appropriate by the Operating Board, and which meet the criteria of State and/or federal transportation legislation (Regional Area).

**1.2.2** WSDOT may further utilize the SRTMC for traffic operations management through the entire WSDOT Eastern Region and may coordinate with other transportation management centers that may have operational areas extending outside the Regional Area. This work shall be funded solely by WSDOT and not through use of Member funds or grants associated with the SRTMC.

### **Section 2: Term, Termination, Withdrawal**

**2.1 Term.** The duration of this Agreement shall be indefinite, subject to termination as provided elsewhere herein.

**2.2 Termination.** This Agreement may be terminated in whole or in part by written agreement executed by the then existing Members. If the Agreement is so terminated, the Members shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**2.3 Member Withdrawal.** Any Member may withdraw from this Agreement by giving written notice to the Operating Board Chair prior to August 1<sup>st</sup> of any year. The withdrawal shall be effective January 1<sup>st</sup> of the subsequent year. If a Member so withdraws, the withdrawing

Member shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of withdrawal.

### **Section 3: Organization**

**3.1 Voluntary Association.** The Members intend with this Agreement to create a voluntary association known as SRTMC amongst themselves that will be governed by a joint board comprised of professional representatives from each Member.

### **3.2 SRTMC Operating Board.**

**3.2.1** The Members hereby create the SRTMC Operating Board (Operating Board) that will govern the operations of the SRTMC as provided herein.

**3.2.2** It is the intent of the Members in creating the Operating Board 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. As such, the Operating Board shall direct the functions of the transportation management center for the Regional Area, including but not limited to, those functions set forth in applicable federal transportation legislation.

**3.2.3** Each Member shall appoint a professional representative to the Operating Board who holds a position within its organization that has authority to make decisions related to transportation operations for their respective agency/jurisdiction.

**3.2.4** 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.

**3.2.5** The Operating Board shall adopt rules regarding the election of officers that shall include, at a minimum, a chair and vice-chair.

**3.2.6** The SRTC board member shall serve in an ex officio, non-voting Member capacity. All other Members shall be voting Members.

### **3.3 SRTMC Executive Board.**

**3.3.1** The Members hereby create the SRTMC Executive Board (Executive Board) that will govern the Operating Board of the SRTMC as provided herein.

**3.3.2** It is the intent of the Members in creating the Executive Board to provide oversight of the Operating Board and their duties and provide approvals of the annual budget and work plan.

**3.3.3** Each Member shall appoint a representative to the Executive Board who holds a position within its organization that has signing authority to approve decisions on behalf of each Member agency.

**3.3.4** Alternate Executive Board representatives may serve in the absence of the designated representative so long as the alternate representative has similar signing authority to act on behalf of the appointing Member agency.

**3.4 Limitations.** The Operating Board is not authorized, in any way, to supersede the legal authority vested in the SRTC, Spokane County, COS, COSV, WSDOT, STA, or any future entity that becomes a Member to this Agreement.

**3.5 Adding new members to the Operating Board.**

The Operating Board with concurrence from the Executive Board may add Members to SRTMC by at least a 75% vote. Upon receiving at least a 75% vote, the new Members shall enter into this Agreement.

**Section 4: Operating Board Powers and Functions**

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

**4.1 Meetings**

**4.1.1** The Operating Board shall hold regular meetings. The chair of the Operating Board may call special meetings or executive sessions or shall call a special meeting at the request of a majority of the Operating Board.

**4.1.2** 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, the methods of providing reasonable notice to Members thereof, and what constitutes a quorum for the purpose of transacting business. Such rules shall be adopted and may be amended by ratification of at least 75% of the then total number of voting Members of the Operating Board or by amendment to this Agreement as provided elsewhere herein.

**4.1.3** All meetings of the Operating Board shall be open to the public as required by chapter 42.30 RCW.

**4.2** The Operating Board shall direct the functions of the transportation management center for the Regional Area that are required to comply with applicable federal and state transportation legislation.

**4.3** The Operating Board shall oversee the preparation and updating of the regional intelligent transportation plans, including but not limited to, the Regional Transportation Incident Management Program, and the Regional Intelligent Transportation System Architecture Plan.

**4.4** The Operating Board shall administer approved regional transportation projects and programs that facilitate operations of the SRTMC.

**4.5** The Operating Board shall direct such other transportation systems management related function as the Operating Board may hereinafter determine to be in the best interest of the SRTMC.

#### **4.6 Funding**

**4.6.1** The Operating Board may utilize funding from federal and state governmental grants-in-aid and donations in accordance with the terms and conditions of such funding and to the extent such funds further the regional transportation management systems.

**4.6.2** The Operating Board shall consider and approve, as appropriate, applications for or acceptance of any grants to carry out those functions of the SRTMC.

**4.6.3** The SRTMC shall be funded by Grants except for those operations which occur outside the Regional Area. These operations shall be funded wholly by WSDOT. In the event grants are not available or obtained, Members shall have a choice of determining a funding solution at that time or opting out of the Agreement.

**4.6.4** Each voting Member will pay dues in the sum of up to \$15,000 per year. The dues for voting Members may be modified by at least a 75% vote of the Executive Board.

#### **4.7 Work Plan and Annual Budget**

**4.7.1** The Operating Board, in conjunction with the SRTMC Manager, will develop detailed work and financial plans/budget with measurable milestones for the operation and maintenance of the SRTMC.

**4.7.2** The Operating Board shall recommend approval of the work plan and budget for approval by the Executive Board by November 1 of the preceding year.

**4.7.3** The Operating Board may amend the SRTMC work program and financial plans/budget by a majority vote, provided such an amendment is approved by the Executive Board and is within the funding authorized for use of the SRTMC.

**4.8** The Operating Board shall authorize payment of costs incurred by a Member for authorized SRTMC activities.

**4.9** The Operating Board may contract for legal counsel for the SRTMC and the Operating Board, as needed.

### **Section 5: Executive Board Powers and Functions**

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

**5.1** The Executive Board shall hold regular meetings. The chair of the Operating Board may call special meetings or executive sessions or shall call a special meeting at the request of a majority of the Executive Board.

**5.2** All meetings of the Executive Board shall be open to the public as required by chapter 42.30 RCW.

**5.3** The Executive Board shall oversee the functions of the Operating Board.

**5.4** The Executive Board shall approve any Member dues that the Operating Board recommends.

**5.5** The Executive Board will evaluate the performance of the Operating Board and the SRTMC Manager against the work plan, budget and measurable milestones.

### **Section 6: SRTMC Staffing and Operations**

**6.1** Staff necessary to perform the SRTMC work, as identified in the approved work plans and as consistent with this Agreement, shall be Member employees as designated by the respective Member. Member employees assigned to the SRTMC staff shall be hired and discharged by their respective Member. In addition, insurance will be provided for employees by their respective Member.

**6.2** The SRTMC manager shall serve under the general guidance of the Operating Board and shall be responsible for conducting activities necessary to carry out the work program as approved by the Operating Board.

**6.3** The Operating Board shall have input to the SRTMC Manager's evaluation. If the Operating Board is not satisfied with the performance of the SRTMC Manager, they may direct a letter of concern to the Member that employs the SRTMC Manager. That Member shall have 90 days to resolve the Operating Board's concerns. If after 90 days the concerns are not resolved, the concerns shall be raised to the SRTMC Executive Board for resolution. The performance issue shall be included in the SRTMC Manager's evaluation, but the 90 day resolution period will not delay evaluation closeout.

**6.4** SRTMC staff performing work within the Regional Area shall be funded in accordance with the budget adopted by the SRTMC. SRTMC staff that also performs work duties for WSDOT outside the Regional Area shall be funded solely by WSDOT.

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

## **Section 7: Treatment of Assets**

**7.1** Title to all property furnished by a Member shall remain with that Member, unless otherwise agreed to in writing.

**7.2** All property that Members have installed in the field shall remain the property of that Member.

**7.3** In the event the Members determine to disband SRTMC, all property that has been installed at the SRTMC may be transferred to the entity that continues to operate the SRTMC for the region. If no entity continues to operate the SRTMC for the region, all property that has been installed at the SRTMC shall be divided equally amongst the Members that have paid for equipment installation.

## **Section 8: Maintenance of Records**

**8.1** The Members to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by each Member in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of each Member, other personnel duly authorized by each Member, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement shall be retained for six years after expiration of Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the Members shall have full access and the right to examine any of these materials during this period.

**8.2** If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Agreement, whichever is later.

**8.3** Records and other documents, in any medium, furnished by one Member to this Agreement to another Member, will remain the property of the furnishing Member, unless otherwise agreed. The receiving Member shall not disclose or make available any confidential information to any third party without first giving notice to the furnishing Member and giving it a reasonable opportunity to respond. Each Member shall utilize reasonable security procedures and protections to assure that records and documents provided by the other Member are not erroneously disclosed to third parties. However, the Members acknowledge that the Members are subject to chapter 42.56 RCW, the Public Records Act.

## **Section 9: Legal Relations**

**9.1** Individually, each Member shall protect, defend, indemnify, and save harmless each other Member, 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.

**9.2** 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 Member, their officers, officials, employees, and agents, an individual Member's liability hereunder shall be only to the extent of that Member's negligence.

**9.3** It is further specifically and expressly understood that the indemnification provided herein constitutes a Member'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 Members. The provisions of this section shall survive the expiration or termination of this Agreement.

## **Section 10: General**

**10.1 Recitals, Exhibits and Attachments.** The recitals of this Agreement are hereby incorporated into this Agreement. All exhibits, attachments, and documents referenced in this Agreement are hereby incorporated into this Agreement.

**10.2 Independent Capacity.** The employees or agents of each Member who are engaged in the performance of this Agreement shall continue to be employees or agents of the Member and shall not be considered for any purpose to be employees or agents of the other Member.

**10.3 Assignment.** Neither this Agreement, nor any rights created by it, may be assigned or transferred.

**10.4 Assurances.** The Members agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

**10.5 Interpretation.** This Agreement shall be interpreted in accordance with the laws of the state of Washington. The titles to paragraphs and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

**10.6 Amendments.** This Agreement may be amended by the mutual written agreement of the Members executed by personnel authorized to bind each of the Members.

**10.7 Waiver.** A failure by any Member to exercise its rights under this Agreement shall not preclude that Member from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the Member and attached to the original Agreement.

**10.8 All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the Members. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Members.



**10.9 Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. Venue of any action brought under this Agreement shall be in Superior Court for Spokane County.

**10.10 Severability.** If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

**10.11 Nondiscrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Members agree to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable to the subject matter of this Agreement

**10.12 Anti-kickback.** No officer or employee of the Members, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

### **Section 11: Contract Execution**

**11.1 Authority to Bind.** The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

**11.2 Counterparts.** This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each Member, for all purposes.

### **Section 12: RCW 39.34 Required Clauses**

**12.1 Purpose:** See Section 1.1 of this Agreement.

**12.2 Duration:** See Section 2.1 of this Agreement.

**12.3 Separate Legal Entity:** See Sections 3.1 and 10.2 of this Agreement.

**12.4 Responsibilities of the Parties:** See Sections 3 – 6 of this Agreement.

**12.5 Agreement to be Filed:** The Members shall each file this Agreement with their respective clerks and/or place it on its web site or another electronically retrievable public source, provided this Agreement shall be immediately effective upon the filing and publication

by any one Member and the failure of any Member to comply with this requirement shall not invalidate this Agreement.

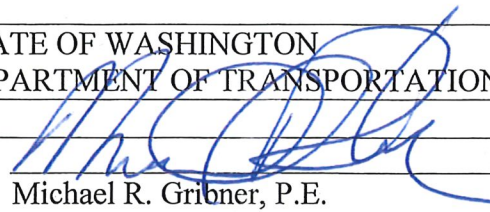
**12.6 Financing:** Each Member shall be responsible for the financing of its contractual obligations under its normal budgetary process, and in accordance with Sections 4.6 and 4.7 of this Agreement.

**12.7 Termination:** See Section 2.2 of this Agreement.

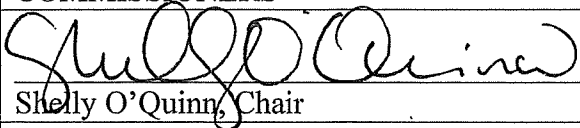
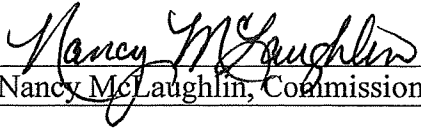
**12.8 Disposal of Property Upon Termination:** See Section 7.3 of this Agreement.

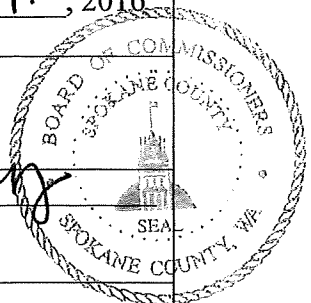
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IN WITNESS WHEREOF, the Members have executed this Agreement as of the date last signed below. This Agreement may be executed in counterparts.

STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION	APPROVED AS TO FORM
By:  Michael R. Gribner, P.E. Acting Regional Administrator, Eastern Region	By: <u>Patricia K. Nightingale</u> Patricia Nightingale Assistant Attorney General
SPOKANE COUNTY, BOARD OF COUNTY COMMISSIONERS	ADOPTED this ___ day of _____, 2016
_____ Shelly O'Quinn, Chair	ATTEST:
_____ Al French, Vice-Chair	By: _____ Clerk of the Board
_____ Nancy McLaughlin, Commissioner	Date: _____
CITY OF SPOKANE	ATTEST:
By: _____	By: _____
Date: _____	City Clerk Date: _____
	APPROVED AS TO FORM _____ Office of the City Attorney
CITY OF SPOKANE VALLEY	ATTEST:
By: _____	By: _____
Date: _____	City Clerk Date: _____
	APPROVED AS TO FORM _____ Office of the City Attorney

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date last signed below. This Agreement may be executed in counterparts.

STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION	APPROVED AS TO FORM
By: _____ Michael R. Gribner, P.E. Acting Regional Administrator, Eastern Region	By: _____ Patricia Nightingale Assistant Attorney General
SPOKANE COUNTY, BOARD OF COUNTY COMMISSIONERS	ADOPTED this <u>13th</u> day of <u>Sept.</u> , 2016
 Shelly O'Quinn, Chair	ATTEST:
<b>ABSENT</b> Al French, Vice-Chair	By: <u>Janna Vasquez</u> Clerk of the Board
 Nancy McLaughlin, Commissioner	Date: _____ <b>16 - 0681</b>
CITY OF SPOKANE	ATTEST:
By: _____ Date: _____	By: _____ City Clerk Date: _____
	APPROVED AS TO FORM _____ Office of the City Attorney
CITY OF SPOKANE VALLEY	ATTEST:
By: _____ Date: _____	By: _____ City Clerk Date: _____
	APPROVED AS TO FORM _____ Office of the City Attorney



IN WITNESS WHEREOF, the Members have executed this Agreement as of the date last signed below. This Agreement may be executed in counterparts.

STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION	APPROVED AS TO FORM
By: _____ Michael R. Gribner, P.E. Acting Regional Administrator, Eastern Region	By: _____ Patricia Nightingale Assistant Attorney General
SPOKANE COUNTY, BOARD OF COUNTY COMMISSIONERS	ADOPTED this ____ day of _____, 2016
_____ Shelly O'Quinn, Chair	ATTEST:
_____ Al French, Vice-Chair	By: _____ Clerk of the Board
_____ Nancy McLaughlin, Commissioner	Date: _____
CITY OF SPOKANE	ATTEST:
By: _____ Date: 11/4/2016	By: _____ City Clerk Date: 11/8/16
_____ David A. Condon Mayor City of Spokane	APPROVED AS TO FORM _____ Office of the City Attorney
CITY OF SPOKANE VALLEY	ATTEST:
By: _____ Date: _____	By: _____ City Clerk Date: _____
	APPROVED AS TO FORM _____ Office of the City Attorney



IN WITNESS WHEREOF, the Members have executed this Agreement as of the date last signed below. This Agreement may be executed in counterparts.

STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION	APPROVED AS TO FORM
By: _____ Michael R. Gribner, P.E. Acting Regional Administrator, Eastern Region	By: _____ Patricia Nightingale Assistant Attorney General
SPOKANE COUNTY, BOARD OF COUNTY COMMISSIONERS	ADOPTED this ____ day of _____, 2016
_____ Shelly O'Quinn, Chair	ATTEST:
_____ Al French, Vice-Chair	By: _____ Clerk of the Board
_____ Nancy McLaughlin, Commissioner	Date: _____
CITY OF SPOKANE	ATTEST:
By: _____	By: _____
Date: _____	City Clerk Date: _____
	APPROVED AS TO FORM
	_____ Office of the City Attorney
CITY OF SPOKANE VALLEY	ATTEST:
By: <u>Mark Calhoun</u>	By: <u>Carrie Kondelka</u>
Date: <u>11/23/16</u>	City Clerk Date: <u>11-23-16</u>
	APPROVED AS TO FORM
	<u>C. P. [Signature]</u> Office of the City Attorney

SPOKANE TRANSIT AUTHORITY	ATTEST:
By: <u><i>Ch French</i></u>	By: <u><i>Tam Watson</i></u>
Date: <u><i>11/17/2016</i></u>	Clerk of the Authority Date: <u><i>11/17/16</i></u>
	APPROVED AS TO FORM <u><i>[Signature]</i></u> STA Legal Counsel <i>11/17/16</i>
SPOKANE REGIONAL TRANSPORTATION COUNCIL	ATTEST:
By: _____	By: _____
Date: _____	Date: _____
	APPROVED AS TO FORM _____ SRTC Legal Counsel

SPOKANE TRANSIT AUTHORITY	ATTEST:
By: _____	By: _____
Date: _____	Clerk of the Authority Date: _____
	APPROVED AS TO FORM _____ STA Legal Counsel
SPOKANE REGIONAL TRANSPORTATION COUNCIL	ATTEST:
By: <u><i>Chris Ward</i></u>	By: <u><i>Kim Wallace</i></u>
Date: <u>11-18-2016</u>	Date: <u>11/18/16</u>
	APPROVED AS TO FORM <u><i>Kim Wallace</i></u> SRTC Legal Counsel