

AN INTERLOCAL AGREEMENT AMONG ASOTIN, COLUMBIA, GARFIELD, AND WHITMAN COUNTIES, CITY OF ALBION, CITY OF ASOTIN, CITY OF CLARKSTON, CITY OF COLFAX, CITY OF COLTON, CITY OF DAYTON, CITY OF ENDICOTT, CITY OF FARMINGTON, CITY OF GARFIELD, CITY OF LACROSSE, CITY OF PALOUSE, CITY OF POMEROY, CITY OF PULLMAN, CITY OF ROSALIA, CITY OF ST. JOHN, CITY OF TEKOA, AND THE CITY OF UNIONTOWN, TO FORM THE PALOUSE REGIONAL TRANSPORTATION PLANNING ORGANIZATION (PRTPO), DEFINE ITS ORGANIZATION AND POWERS, AND ITS JURISDICTIONAL AREA.

**THIS AGREEMENT**, is made and entered into among the Counties of Asotin, Columbia, Garfield, and Whitman, political subdivisions of the State of Washington, hereinafter referred to as the "Counties," the Cities of Albion, Asotin, Clarkston, Colfax, Colton, Dayton, Endicott, Farmington, Garfield, Lacrosse, Palouse, Pomeroy, Pullman, Rosalia, St. John, Tekoa, and Uniontown, all being municipal corporations of the State of Washington, Asotin County Public Transportation Benefit Area (PTBA), Columbia County Transit, Council On Aging Specialized Transportation (COAST), Garfield County Transit, Pullman Transit, and the port districts located within Asotin, Columbia, Garfield and Whitman Counties, hereinafter referred to as "Other Members," jointly, along with the Counties and Cities mentioned herein are collectively referred to as the "Members."

WITNESSETH:

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

**WHEREAS**, on July 6, 2012, the President of the United States signed the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), which provided authorization for highways, highway safety, and mass transportation and enunciated a policy "[t]o develop a National Intermodal Transportation System that is economically efficient, environmentally sound, provide the foundation for the nation to compete in the global economy and will move people and goods in an energy efficient manner;" and

**WHEREAS**, Chapter 47.80 RCW authorizes the formation of a Regional Transportation Planning Organization (RTPO, or Organization) by voluntary association of local governments within a county, or within geographically contiguous counties; provided each RTPO shall have a population of at least one hundred thousand, or

contain a minimum of three counties; and at least sixty percent of the cities and towns within the RTPO's boundaries, representing a minimum of seventy-five percent of the cities' and towns' population; and

**WHEREAS**, each RTPO formed by local governments shall create a transportation policy board (TPB) to provide policy advice to the RTPO and shall allow representatives of major employers within the region, the department of transportation, and member transit districts, port districts, tribes, cities, towns, and counties within the region to participate in policy making; and

**WHEREAS**, among other duties, each RTPO shall: (i) develop and periodically update a regional transportation plan in cooperation with the State Department of Transportation, providers of public transportation and high capacity transportation, ports, and local governments within the region and shall (ii) designate a lead planning agency to coordinate preparation of said regional transportation plan and carry out the other responsibilities of the organization; and

**WHEREAS**, pursuant to the above referenced state laws, the Members are desirous of establishing the Palouse Regional Transportation Planning Organization (PRTPO) to carry out the responsibilities of the RTPO as provided in state transportation legislation as well as other responsibilities determined by the Organization.

**NOW, THEREFORE**, in consideration of the following terms and conditions, to include the above recitals, which are incorporated herein as a part of this Agreement, it is agreed among the Members:

#### Section 1: **NAME/ORGANIZATION**

A voluntary association and joint board, comprising representatives of the Counties of Asotin, Columbia, Garfield, and Whitman, the Cities of Albion, Asotin, Clarkston, Colfax, Colton, Dayton, Endicott, Farmington, Garfield, Lacrosse, Palouse, Pomeroy, Pullman, Rosalia, St. John, Tekoa, and Uniontown, Asotin County PTBA, Columbia County Transit, C.O.A.S.T., Garfield County Transit, Pullman Transit, Pullman-Moscow Regional Airport Board, the port districts located within Asotin, Columbia, Garfield and Whitman Counties, and the region's tribes and major employers, is hereby created and shall be known as the Palouse Regional Transportation Planning Organization, referred to hereinafter as the "PRTPO".

#### Section 2: **PURPOSE**

Recognizing that coordinated transportation planning of the Counties, Cities and Towns, Washington State Department of Transportation, the ports, airports, and other Members

are necessarily interwoven and interdependent and that the interests of all citizens will best be served by coordinated, cooperative, and comprehensive transportation planning, this Organization is established to facilitate such appropriate coordination and cooperation and provide for continuing area wide transportation planning in accordance with Section 3, herein.

The Organization is not authorized to in any way supersede the authority vested in the County, Cities and Towns, WSDOT, Washington State Transportation Commission, or other Members, but is intended to meet the prerequisites of RCW Chapter 47.80, and 468-86 WAC.

### Section 3: **POWERS AND FUNCTIONS**

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

- (a) To perform the functions of a Regional Transportation Planning Organization (RTPO) for the four-County area, which includes those functions set forth in the MAP-21 legislation of July 6, 2012, and related rules, as amended to implement MAP-21 as well as those functions, which may be required hereinafter by subsequent Federal and State Transportation legislation.
- (b) To perform the functions of a Regional Transportation Planning Organization (RTPO) as set forth in Ch. 47.80 RCW and Ch. 468-86 WAC, as currently adopted or as amended.
- (c) To engage in regional transportation planning.
- (d) To administer regional transportation funding programs and consider those projects which have been approved by the governing bodies of the Members and which are incorporated within the adopted Unified Planning Transportation Plan (UPWP).
- (e) To participate in the development and maintenance of transportation related information necessary to support the functions and responsibilities of the RTPO.
- (f) To promote the regional transportation interests, plans and projects to local, state and federal public and private entities.
- (g) To contract with the WSDOT or other appropriate entities in order to meet the requirements of State and/or Federal Transportation legislation.
- (h) To create committees as necessary to advise the Policy Board on regional transportation related matters. At a minimum this shall include the Technical Advisory Committee (TAC) whose composition and responsibilities shall be defined by the Board.

(i) To comply with the Transportation Planning requirements set forth in Ch. 47.80 RCW.

(j) To perform such other transportation planning and program related functions as the Board may hereinafter determine to be in the best interests of the RTPO and the members thereof, which are consistent with the terms of this Agreement and related federal and state law.

#### **Section 4: JURISDICTIONAL AND TRANSPORTATION PLANNING AREA DEFINED**

The Organization's jurisdictional area shall consist of all incorporated and unincorporated areas of Asotin, Columbia, Garfield and Whitman Counties, all in Washington State.

#### **Section 5: GOVERNING BODY AND OFFICERS**

The governing body (the "Policy Board") of the Organization shall consist of its member organizations, outlined within Section 1. Each member shall be entitled to equal participation within the Palouse RTPO, and may vote according to the Organization's rules, established within the Interlocal Agreement and governing by-laws.

Representatives of Member organizations shall either be elected representatives of that organization, or shall be authorized to represent a Member organization through election or appointment by that organization, as allowed within the bylaws. The PRTPO shall be kept informed by each Member organization of the name of the duly authorized representative.

In addition, two (2) State Transportation representatives, one (1) from the Washington State Department of Transportation Eastern Region, and one (1) from the Washington State Department of Transportation South Central Region shall be on the PRTPO Policy Board.

In addition, up to three (3) persons who represent major employers, with preference for providers and users of different modes of transportation services within the region shall be appointed by a majority vote of the Board, as per policies and procedures established through the organization's bylaws. These positions are ex-officio (non-voting) positions.

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

All Board appointments for voting positions shall be for a term of three (3) years or the tenure of office of the representative in his/her respective jurisdiction, whichever is the lesser time. Alternate Board representatives may serve in the absence of the designated representative so long as the alternate representative is an elected or appointed official of the appointing Member's parent agency (or governing body, as

appropriate) and whose name has been placed on record with the Organization. All alternate Board representatives must serve in the same capacity as the regularly designated representative as defined hereinabove.

The Board shall elect a President and Vice-President ("Officers") by majority vote of the Board.

To be eligible for the President position, the Board Member shall have served on the Board for at least one (1) year. The term for Officers may be up to two (2) years in each office. Ex officio members may not serve as Officers. Other Officer positions can be created by the Board through the organization's by laws, but shall not exceed four positions total. These requirements may be modified by the organization through its by laws to form the initial officer set.

The Board may, at its discretion, set attendance rules for its members' representatives through the by laws.

The Board can, at its discretion, form an Executive Committee or Board to manage the affairs of the organization between regularly-scheduled Policy Board meetings, provided that the membership of this Board be restricted to existing officers and the Immediate Past President, and performs any duties according to the current by laws.

## Section 6: **MEETINGS AND VOTING**

The Organization shall hold regular Policy Board meetings, of a frequency not less than one meeting each quarter. The President may call a special meeting or executive session or may call a special meeting as per the process outlined within the Organization's by laws. All meetings of the Board shall be open to the public as required by chapter 42.30 RCW. Rules determining a quorum for the purpose of transacting business shall be established through the organization's by-laws.

The Board shall adopt rules for the conduct of its business consistent with this Agreement and such rules shall prescribe the place of meetings, the method of providing reasonable notice to Members, the form of the agenda, the regular meeting date and such other matters that relate to the conduct of the Organization's business. Such rules shall be adopted and may be amended by a seventy-five percent (75%) positive vote of the Board.

All recommendations, motions, or other actions of the Board shall be adopted by a favorable vote of a majority of those attending. Voting Board members each shall be entitled to one vote. Votes shall only be taken once it has been ascertained that a quorum exists at any Policy Board meeting as allowed for in the organization's by laws.

When specific project funding is being considered at TPB meetings that may benefit one county more than another, each of the PRTPO member representatives will be grouped by their county location with each of the four county groups being able to cast up to three votes. For all other votes, each PRTPO member representative will have one vote at the TPB meetings.

## Section 7: **STAFF AND SUPPORT**

The Board shall contract with a Lead Planning Agency, which shall recommend the positions, duties and working conditions of its employees as necessary to conduct the work programs of the Organization consistent with this Agreement. An Executive Director shall be appointed by the Lead Agency, and shall report directly to the Board, as if there was a direct employment relationship between them. The Board shall adopt policies and procedures to establish the duties and authority of the Lead Planning Agency, including authority to make financial expenditures on behalf of the Board. The Board or other governance structure of the designated Lead Planning Agency shall have no authority or control over any aspect of the programs, work products, Policy Board, or any Member of the PRTPO.

The Board may approve application(s) for or acceptance of any grants to carry out those functions set forth in Section 3 hereinabove. Provided, however, in instances where a grant application must be submitted prior to the next regularly scheduled meeting of the Board so that timely Board approval cannot be obtained, the grant application may still be submitted with the approval of the PRTPO Executive Committee, as provided for within the Organization's by-laws.

All other employees of the Lead Planning Agency that are involved with any aspect of the operations of the PRTPO shall exclusively be managed, compensated, and evaluated by the Lead Planning Agency. The PRTPO may provide input to the Lead Planning Agency regarding the performance of the employee(s) assigned to work on the behalf of the PRTPO. No employer/employee relationship shall be implied or in force between the Palouse RTPO and any employee of the Lead Planning Agency.

The Board may arrange for support services outside of the contracted services between the Lead Agency and itself such as requisitioning and purchasing, payment of expenditures, accounting, payroll, computer processing, legal counsel, and others as deemed necessary.

## Section 8: **WORK PROGRAM AND ANNUAL BUDGET**

The Board shall prepare and adopt a proposed work program and budget for each fiscal year. The detailed annual work program shall list specific work activities to be undertaken by the Organization. The Lead Agency or designee shall confer with and inform Members concerning the preparation of and progress on the technical areas of work programs and activities. The Board shall submit the proposed work program and budget to the Members for review by May 30 of the preceding fiscal year, or as directed by the WSDOT under the current contract between the RTPO and the WSDOT. Following a request from a Member to perform services on a specific activity, not identified in the work program, the Board may contract to perform the work on behalf of

the requesting Member. The annual budget and/or work program of the Organization may be amended by vote of the Policy Board for this purpose.

#### **Section 9: ALLOCATION OF COSTS, APPROPRIATIONS, EXPENDITURES**

It is anticipated that most projects and programs of the Organization will involve mutual benefit to its Members. Additional contributions to the RTPO's 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.

Funds shall be used in accordance with the adopted budget and work plan. The Lead Planning Agency may make expenditures in accordance with State and Federal Laws and accounting requirements, the approved Organization's budget, work plan and approved policies and procedures, and shall maintain records of expenditures and report regularly to the Board on budget activity. This shall occur not less than the meeting frequency established by the Policy Board of the RTPO.

Payment of all claims shall be signed by two authorized signatories of the Lead Planning Agency, and approved at each regular meeting by the Board.

The Lead Planning Agency is authorized to recover the costs expended on the Palouse RTPO's behalf, as per the terms of the contract executed between the Palouse RTPO and the WSDOT.

#### **Section 10: PERSONAL PROPERTY**

The Organization may, through gift, devise, purchase, lease or other form of conveyance, acquire, hold, manage, use and dispose of personal property necessary for the joint undertaking set forth herein with such property acquisition upon such terms and conditions as agreed by the Board. It is recognized that any public or private entity may appropriate funds and may sell, lease, give or otherwise supply personal property, personnel and services to the Organization or other legal or administrative entity for the purpose of operating the joint or cooperative undertaking.

The Organization may not acquire or use real property to operate a transportation system. Upon dissolution, all assets of the organization shall be disposed of according to Section 18 (H) below.

#### **Section 11: INSURANCE**

The Council shall obtain Directors and Officers, property and liability insurance for the matters set forth in this Agreement with coverages and limits reasonably determined by the Organization, provided, insurance coverage for comprehensive general liability, auto liability, employment practices liability, public officials' errors and omissions liability shall not be less than \$1,000,000 in the aggregate.

## Section 12: **AMENDMENTS AND NEW MEMBERS**

This Agreement may be amended by unanimous consent of the Members' governing bodies. New members may join the Organization through application to the RTPO for inclusion and upon written acceptance of the terms of this Agreement. Organizations eligible for membership shall be as allowed under 47.80 RCW.

## Section 13: **TERMINATION OF MEMBERSHIP**

The Cities, Counties, ports, transit districts, WSDOT, or Other Members of the Organization may terminate membership in the Organization by giving written notice to the Palouse RTPO as per the procedure found within the Organization's by laws.

## Section 14: **PRIOR WRITTEN AGREEMENTS**

All prior agreements forming the Palouse RTPO are expired, so no existing agreements of any nature between any of the parties are made or implied as a part of this agreement.

## Section 15: **EFFECTIVE DATE and Binding Agreement**

The effective date of this Agreement shall be upon ratification of this Agreement at least three Counties and, at least, sixty percent (60%) of the cities and towns within the Organization's area that represent seventy-five percent (75%) of the cities' and towns' population. This Agreement shall be binding upon the Members who have executed this Agreement, their successors and assigns.

## Section 16: **SUCCESSOR IN INTEREST**

The Organization, as provided for herein, shall be the successor in interest to all grants, contracts, and other documents entered into by the Organization's predecessor, the Palouse Regional Transportation Planning Organization, as formed under the Interlocal Agreement dated 2003, or under the authority of the interim group formed to continue operations of the Palouse RTPO during the re-designation process between designated organizations. The president of the interim Organization shall be deemed to be an 'Immediate Past President' once the organization forms, for the purposes of Section 5 above.

## Section 17: **GENERAL TERMS**

This Agreement contains terms and conditions agreed upon by the Members. The Members agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

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

Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within one of the member Counties, in Washington State.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

## Section 18: **RCW CHAPTER 39.34 REQUIRED CLAUSES**

### A. PURPOSE

See Section No. 2 above.

### B. DURATION

This Agreement is perpetual until the joint and comprehensive undertaking is either voluntarily dissolved or discontinued pursuant to RCW 47.80.020.

### C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

The Board shall administer the joint and cooperative undertakings set forth herein.

### D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

### E. AGREEMENT TO BE FILED

This Agreement may be filed with the Counties Auditors or published on the PRTPPO's or its Members' websites, as available.

### F. FINANCING

See Section Nos. 8 and 9 above. The Organization, or any of the Members hereto, may receive grants-in-aid from the State or Federal Government or any other department or agency and may accept gifts from public or private entities for the purposes authorized in this Agreement.

#### G. TERMINATION

Any member organization may terminate its relationship with, or participation within, the RTPO as per the organization's by laws. Upon termination, a member's responsibilities and/or liabilities incurred with its participation with the organization ceases. This agreement may be terminated, in whole or in part, at any time through joint action of the legislative authorities of the Parties to this agreement.

Note that should sufficient members terminate their membership in the Palouse RTPO, the ability of the organization to maintain viability within this agreement may be compromised, as per 47.80 RCW.

#### H. PROPERTY UPON TERMINATION

Any Member terminating its membership in the Organization as provided for in Section 14 hereinabove shall forfeit any ownership interest in any personal property owned or held by the Organization.

Personal property acquired by the Organization in the performance of this Agreement shall be disposed of by the Organization upon termination of the Agreement. Unless otherwise required by law or agreement, cash and cash proceeds from sale of personal property shall be disbursed to the WSDOT.

IN WITNESS WHEREOF, the Members hereto have entered into this Agreement on the day and year of their respective signature.

Adoption of the 'Interlocal Agreement to Form the Palouse RTPO' was made by the City of Palouse's Commission on the 13 day of January, 2015.

By: Michael C. Chanove  
Mayor of Palouse

Date: Jan. 13, 2015

Attest:

[Signature]

(Clerk/Witness), City of Palouse