

**Joint Powers Agreement**  
**Lewis-Clark Valley Metropolitan Planning Organization**

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**JOINT POWERS AGREEMENT**  
**Lewis-Clark Valley Metropolitan Planning Organization**

This Interagency Agreement is entered into pursuant to the provisions of Idaho Code, Sections 67-2326 through 67-2333 and the and the Revised Code of Washington (RCW) Title 39, Chapter 34 – “Interlocal Cooperation Act” relating to the Joint Exercise of Powers, by and among the following public agencies of the States of Idaho and Washington: the city of Lewiston and Nez Perce County, Idaho, and the city of Asotin, Washington, the city of Clarkston, Washington and Asotin County, Washington to form a Metropolitan Planning Organization, define its organization and powers, and establish a jurisdictional area.

THIS AGREEMENT made and entered in to this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and among the City of Lewiston, Idaho, the City of Asotin, Washington, the City of Clarkston, Washington, Nez Perce County, Idaho and Asotin County, Washington, hereinafter referred to as the “Member Organizations.”

**W I T N E S S E T H:**

WHEREAS, each of the parties hereto is a “public agency” pursuant to the terms of Idaho Code 67-2327 and the Revised Code of Washington (RCW 39.34) and it is the intent and purpose of the parties to exercise their powers and authority jointly in accordance with the provisions of Idaho Code 67-2326 through 67-2333 and the Revised Code of Washington Title 39, Chapter 34 – “Interlocal Cooperation Act”, and

WHEREAS, certain of the parties hereto have transportation planning duties, responsibilities, and authority, and the parties hereto recognize that each of them are in need of planning services, and

WHEREAS, the United States Census Bureau has designated an area encompassing the cities of Lewiston, Clarkston, and Asotin, and portions of Nez Perce County, Idaho and Asotin County, Washington, as the Lewiston, ID-WA Urbanized Area, and

WHEREAS, Federal legislative and regulatory requirements specified in 23 U.S.C. 134, and 49 U.S.C. Section 5303, as amended, CFR 49 Part 613, subpart A and 23 CFR Part 450, subpart C, require a Metropolitan Planning Organization be established for each urbanized area, and

WHEREAS, the Parties wish to make the most efficient use of their powers by cooperating to their mutual advantage in coordinating local government transportation planning functions, and

WHEREAS, this Joint Power Agreement is entered into in order to establish the Metropolitan Planning Organization as a separate legal entity and to set forth the powers and authority of that separate legal entity; and

WHEREAS, public agencies with transportation planning functions in Nez Perce and Asotin counties have the common responsibility to study, discuss, and recommend policies for the area's transportation system of direct concern to the performance of their constitutional and statutory powers and responsibilities, and have the right to jointly exercise these powers and responsibilities and expend public funds for these purposes, and

WHEREAS, the Member Organizations acknowledge that this agreement does not relieve them of any obligation or responsibility imposed on them by law, and

WHEREAS, the Governors of Idaho and Washington will be requested to designate the Lewis-Clark Valley Metropolitan Planning Organization as the Metropolitan Planning Organization for the Lewiston, ID-WA Urbanized Area.

NOW, BE IT THEREFORE RESOLVED, and in consideration of the mutual advantages and benefits to each public agency, which is a party hereto, and the mutual covenants herein contained, the public agencies agree as follows:

#### **ARTICLE I. DEFINITIONS.**

As used in this agreement, the following terms shall have the meaning hereinafter set forth:

1. **LCVMPO.** The Lewis-Clark Valley Metropolitan Planning Organization, established by this Joint Powers Agreement pursuant to the statutes of the States of Washington and Idaho.
2. **MEMBER ORGANIZATION.** The public agencies which originally enter into this Joint Powers Agreement and any other public agencies which qualify and agree to the terms of this agreement subsequent to the original formation of LCVMPPO.
3. **POLICY BOARD.** The Policy Board of LCVMPPO shall be the governing body of LCVMPPO for purposes of 23 USC §134(b) (2) and shall consist of representatives appointed by each of the Member Organizations of LCVMPPO in accordance with the adopted bylaws to serve on the Policy Board. There shall be eight (8) Policy Board members. Each Policy Board member shall have one (1) vote on the Policy Board.
4. **AFFIRMATIVE VOTE.** An affirmative or prevailing vote will consist of affirmative votes being cast by at least five (5) of the members of the Policy Board.

#### **ARTICLE II. CREATION OF LCVMPPO.**

A regional body comprised of the Member Organizations, is hereby created which shall be called the Lewis-Clark Valley Metropolitan Planning Organization, referred to hereinafter as the "LCVMPO". The Lewis-Clark Valley Metropolitan Planning

Organization is hereby created as a separate Joint Powers Entity, separate and apart from any member political subdivision or public agency, through this Joint Powers Agreement by the Member Organizations pursuant to the provisions of Idaho Code, Sections 67-2326 through 67-2333 and Revised Code of Washington (RCW) 39.34.

### **ARTICLE III. PURPOSES AND DURATION.**

- (1) Recognizing that coordinated transportation planning of the Member Organizations is necessarily interwoven and interdependent and that the interests of all citizens will best be served by coordinated and cooperative transportation planning, LCVMPO is established to facilitate such appropriate coordination and cooperation and provide for continuing area wide transportation planning.

The LCVMPO is not authorized to in any way supersede the authority vested in the Member Organizations or its represented agencies, but is intended to meet the prerequisites of Federal legislative and regulatory requirements specified in 23 U.S.C 134, and Title 49, Section 5303 of the Federal Transit Act, as amended, CFR 49 part 613, subpart A and 23 CFR part 450, subpart C.

- (2) It is the intent of the Member Organizations of LCVMPO to create an entity with unlimited duration which will perform the coordinated transportation planning duties of a Metropolitan Planning Organization for the area designated in the United States Census Bureau as the Lewiston, ID-WA Urbanized Area as provided in federal legislative and regulatory requirements specified in 23 U.S.C 134, and Title 49, Section 5303 of the Federal Transit Act, as amended, CFR 49 part 613, subpart A and 23 CFR part 450, subpart C and any subsequent regulations relating to the duties of a metropolitan planning organization, unless terminated or dissolved as herein provided.
- (3) The operations of LCVMPO shall be governed by the terms of this Joint Powers Agreement and any bylaws passed and adopted by its governing Policy Board.

### **ARTICLE IV. FINANCIAL OPERATIONS.**

Financial operations of LCVMPO shall be committed to the sound discretion of the Policy Board. All income and assets of LCVMPO shall be at all times dedicated to the exclusive benefit of its Member Organizations through LCVMPO.

### **ARTICLE V. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY.**

Member Organizations of LCVMPO and their appointed representatives, by participation in this program, do not waive any immunities or limitations of liability provided to political subdivisions or their employees by any state or federal law.

### **ARTICLE VI. LCVMPO POWERS AND DUTIES.**

The powers of LCVMPO to perform and accomplish the purposes set forth above shall, within the budgetary limits and procedures set forth in this Agreement, be the following:

- (1) To perform the functions of a Metropolitan Planning Organization within the jurisdictional area defined herein, including those functions required under law of a Metropolitan Planning Organization and certain other functions allowed by public law and as determined by the Policy Board.
- (2) To prepare, develop, and approve a twenty-year multi-modal transportation plan (Long Range Transportation Plan) that identifies strategies and actions for improving and integrating transportation services in the metropolitan planning area as specified in 23 USC 134(g) and 49 USC 5303 (f).
- (3) To prepare, develop, and approve a Metropolitan Transportation Improvement Program (MTIP) as specified in 23 USC 134 (h) and 49 USC 5304.
- (4) To provide opportunities for public comment and review of metropolitan area transportation plans and programs as required by 23 USC 134 and 49 USC 5303 and 5304.
- (5) To participate in the development and maintenance of transportation related data base information.
- (6) To contract with appropriate entities in order to meet requirements of State and/or Federal Transportation legislation.
- (7) To create technical and citizen committees, and any other committees deemed necessary, to advise LCVMPPO on transportation related matters.
- (8) To perform such other transportation planning related functions as the Policy Board may hereinafter determine to be in the best interests of the LCVMPPO and the citizens of Member Organizations.
- (9) To receive grants-in-aid from the State or Federal Government or any other department or agency and may accept gifts for the purpose of carrying out the terms of this Agreement.
- (10) To employ agents, employees and independent contractors.
- (11) To purchase, sell, encumber and lease real property; to incur obligations on behalf of the program to the extent permitted by Idaho and Washington State laws; and to purchase, sell, or lease equipment, machinery, and personal property.
- (12) To invest funds as allowed by Idaho and Washington statutes.
- (13) To carry out such other activities as are necessarily implied or required to carry out the purposes of LCVMPPO specified in Article III of this Agreement or the specific powers enumerated in this Article.
- (14) To sue and be sued.

- (15) To provide security for the official responsibilities of all officers, Policy Board members, and employees of LCVMPPO.

**ARTICLE VII. JURISDICTIONAL AREA.**

The LCVMPPO's jurisdictional area shall consist of the area as described in Attachment "A" 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.

**ARTICLE VIII. PARTICIPATION.**

Any Member Organization of the LCVMPPO shall be permitted to participate in the activities of LCVMPPO as provided in this Agreement. Additional public agencies authorized under Idaho Code and the RCW to participate in a joint powers agreement may be included as a Member Organization upon an affirmative vote of the existing Policy Board to allow said public agency to participate, conditioned upon the public agency agreeing, in writing, to be subject to the terms of this Agreement.

**ARTICLE IX. OBLIGATION OF MEMBER ORGANIZATIONS.**

The obligations of Member Organizations of LCVMPPO shall be as follows:

- (1) To pay promptly the Member Organization's pro-rata share of the annual cost of the budgeted expenditures for the LCVMPPO in such amounts as shall be established by the Policy Board pursuant to this agreement.
- (2) To designate the representative(s) to be voting members of the Policy Board of LCVMPPO.
- (3) To cooperate fully with the officers, agents and employees of LCVMPPO in activities relating to the purposes and powers of LCVMPPO.
- (4) To continue their respective functions as provided by charter and/or State law, including preparation of City and County Comprehensive Plans, to which the Long Range Transportation Plan shall be coordinated, and administering the zoning, subdivision and similar implementing controls as may be assigned them by their respective legislative bodies.
- (5) To pay promptly the Member Organization's share of the projects and programs which provide a particular benefit to that Member Organization.

**ARTICLE X. BUDGETED EXPENDITURES.**

The POLICY BOARD of LCVMPPO shall establish the annual operating budget for the LCVMPPO and determine the pro-rata share of each Member Organization and establish the time period for which the pro-rata share payment is due. The pro-rata share shall be as defined in Attachment "B". The annual budget and/or work program of the Policy Board

may be amended by an affirmative vote of the Policy Board. After approval of the Policy Board budget, no Member Organization may terminate or withhold its share during the year of which it was allocated.

#### **ARTICLE XI. POLICY BOARD.**

The Policy Board will be composed of one or more representative(s) of each of the Member Organizations as voting members as outlined in the Bylaws. Each Member of the Policy Board shall serve for the term designated by the Member Organization which they represent, consistent with the adopted bylaws. Each Policy Board Member may be allowed to provide a proxy in accordance with bylaws adopted by the Policy Board.

#### **ARTICLE XII. POWERS AND DUTIES OF THE POLICY BOARD.**

The Policy Board shall have the following powers and duties:

- (1) To annually elect a Chair and Secretary-Treasurer in accordance with the provisions of the adopted bylaws. Each officer shall serve until his or her successor is elected.
- (2) To admit new Member Organizations in accordance with Article VIII.
- (3) To establish the annual operating budget for the LCVMPPO and determine the pro-rata share of each Member Organization and establish the time period for which the pro-rata share payment is due.
- (4) To provide for selection of all personnel and contractors necessary for the administration of LCVMPPO.
- (5) To establish a schedule for all Policy Board meetings.
- (6) To exercise all powers of LCVMPPO, except powers reserved to the Member Organizations.
- (7) To prepare and adopt a proposed Unified Planning Work Program (UPWP). The UPWP shall include administrative and transportation planning activities to be accomplished by LCVMPPO and list specific work projects to be undertaken. The Policy Board or their designee shall confer with and inform Member Organizations concerning the preparation of and progress on the technical areas of work programs and projects.
- (8) To make reports to the Member Organizations at their meetings.
- (9) To provide for the investment and disbursement of funds.
- (10) To establish bylaws, rules and regulations governing its own conduct and procedures and the powers and duties of its officers, not inconsistent with this Agreement.

- (11) To provide to Member Organizations an annual report of operations and financial affairs.
- (12) To form committees and advisory panels, and to provide other services as needed by LCVMPPO. The Policy Board shall determine the method of appointment and terms of members of committees and advisory panels.
- (13) To dissolve the LCVMPPO in accordance with 23 CFR 450.306, or any other federal regulations governing the dissolution of a Metropolitan Planning Organization.
- (14) To disburse its assets upon dissolution of the LCVMPPO, provided that notice of the intent to dissolve shall be provided to all Member Organizations at least thirty (30) days before such vote.
- (15) To do all acts necessary and proper for the implementation of this Agreement.

**ARTICLE XIII. MEETINGS OF THE POLICY BOARD.**

- (1) The Policy Board may set a time and place for regular meetings in accordance with applicable law. All provisions of law of the States of Idaho and Washington applicable to open public meetings shall be observed.
- (2) The Chair of the Policy Board may call a special meeting under provisions defined in the adopted bylaws.
- (3) Five (5) members of the Policy Board shall constitute a quorum to do business. All acts of the Policy Board shall require an affirmative vote of five (5) members present and voting.
- (4) Each Policy Board member shall be entitled to one vote.

**ARTICLE XIV. LIABILITY OF POLICY BOARD OR OFFICERS.**

The Members and officers of LCVMPPO should use ordinary care and reasonable diligence in the exercise of their power, and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care. No member or officer shall be liable for any action taken or omitted by any other member or officer. The assets of LCVMPPO shall be used to defend and indemnify any member, officer, or employee for actions taken by each such person in good faith within the scope of his or her authority for LCVMPPO. LCVMPPO may purchase insurance providing coverage for members, officers and employees.

**ARTICLE XV. WITHDRAWAL FROM MEMBERSHIP.**

Any Member Organization may withdraw from LCVMPPO after giving written notice to the Policy Board prior to August 1 of any year, for the following year, except any Member Organization may withdraw from LCVMPPO within fifteen (15) days after the adoption of an amendment to this agreement by giving notice in writing to the Policy Board of its intent to withdraw.

**ARTICLE XVI. CONTRACTUAL OBLIGATION.**

This document shall constitute a Joint Powers Agreement among those public agencies which are Member Organization of LCVMPPO. The terms of this Agreement may be enforced in court by LCVMPPO itself or by any of its Member Organizations. The consideration for the duties herewith imposed upon the Policy Board members and Member Organizations to take certain actions and to refrain from certain other actions is based upon the mutual promises and agreements of the Policy Board members and Member Organizations set forth herein. Except to the extent of the financial contributions to LCVMPPO agreed to herein, or such additional obligations as may come about through amendments to this Agreement, no Member Organization agrees or contracts herein to be held responsible for any claims in tort or contract made against any other Member Organization. The contracting parties intend in the creation of LCVMPPO to establish an organization for coordinated transportation planning only within the scope therein set out, and have not herein created as between Member Organization and Member Organization any relationship of surety, indemnification or responsibility for the debts of or claims against any other Member Organization.

**ARTICLE XVII. DISTRIBUTION OF PROPERTY, FUNDS AND SUPPLIES UPON TERMINATION OF THIS AGREEMENT.**

In the event of termination of this Agreement, all unused consumable supplies, non-consumable supplies or other property acquired by LCVMPPO shall be disposed of in a manner permissible by law, and the proceeds of such liquidation shall be disbursed to the Member Organizations at a rate equal to each Member Organization's pro rata share of the assets of LCVMPPO based upon the Member Organization's contribution of funds and in-kind services relevant to the acquisition of the asset from the time said Metropolitan Planning Organization was created until the time that it was terminated. Said determination shall be made by the Policy Board.

**ARTICLE XVIII. SEVERABILITY.**

In the event that any Article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other Articles, provisions, clauses, applications or occurrences, and these agreements are expressly declared to be severable.

**ARTICLE XIX. AMENDMENTS.**

This Agreement may be amended by a mutual agreement of all of the Member Organizations that are a party hereto.

**ARTICLE XX. EFFECTIVE DATE AND TERMINATION OF AGREEMENT.**

The effective date of this Joint Powers Agreement shall be the date signed by the Member Organizations. This Agreement shall remain in effect until such time as the MPO is re-designated or dissolved as provided for in 23 CFR 450.306.

IN WITNESS WHEREOF, the Member Organizations hereto have entered into this Joint Powers Agreement.

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

Revised July 12, 2005

ATTACHMENT "A"

Map of Urbanized Area

## ATTACHMENT “B”

### Funding for the Lewis Clark Valley Metropolitan Planning Organization

Funding for the required local match for planning funds is the responsibility of the Member Organizations.

This funding is based upon a two-part formula which allocates fifty (50) percent of the funding requirement on a percentage of the metropolitan area population as shown in column 1 below. The remaining fifty (50) percent is based upon the number of votes held by each Member Organization as shown in column 2 below. There are a total of eight votes allocated among the Member Organizations; each vote is 12.5% of the total number of votes.

Column 3 below identifies the percentage of the total local match required of the Lewis Clark Valley Metropolitan Planning Organization allocated to each of the Member Organizations in accordance with the above-described formula.

	<u>COLUMN 1</u>	<u>COLUMN 2</u>	<u>COLUMN 3</u>
<u>Member Organization</u>	<i>50% of Funding Population Component</i>	<i>50% of Funding Voting Component</i>	<b>Percentage of Total Match for Each Voting Member</b>
<b>City of Lewiston – 3 votes</b>	<i>61.42%</i>	<i>37.5%</i>	<b>49.46%</b>
<b>Asotin County – 2 votes</b>	<i>21.74%</i>	<i>25.0%</i>	<b>23.37%</b>
<b>City of Asotin – 1 vote</b>	<i>2.18%</i>	<i>12.5%</i>	<b>7.34%</b>
<b>Nez Perce County – 1 vote</b>	<i>0.08%</i>	<i>12.5%</i>	<b>6.29%</b>
<b>City of Clarkston – 1 vote</b>	<i>14.58%</i>	<i>12.5%</i>	<b>13.54%</b>
<b>Total</b>			<b>100%</b>

Following the release of official population counts at each Decennial Census by the US Bureau of the Census, or when changes in membership occur, the Policy Board may review and amend the funding formula.

Revised July 12, 2005