

Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, WA 99201-2686  
(509) 325-6000

## PLANNING & DEVELOPMENT COMMITTEE MEETING

Wednesday, July 10, 2019, 10:00 a.m.  
Spokane Transit Southside Conference Room

### AGENDA

*Estimated meeting time: 90 minutes*

1. Call to Order and Roll Call
2. Public Expressions
3. Committee Chair Report *(10 minutes)*
4. Committee Action *(10 minutes)*
  - A. Minutes of the June 5, 2019 Committee Meeting -- *Corrections/Approval*
5. Committee Action
  - A. Board Consent Agenda *(40 minutes)*
    1. 2019 Transit Development Plan: Finalize and Approve – *(Otterstrom/Tresidder)*
    2. Central City Line: Development Agreement with the City of Spokane – *(Otterstrom/Wells)*
    3. Central City Line: Gonzaga University Construction Reimbursement Agreement – *(Otterstrom/Wells)*
    4. Central City Line: Washington State University Agreements – *(Otterstrom/Wells)*
  - B. Board Discussion Agenda  
*(No items being presented this month.)*
6. Reports to Committee *(10 minutes)*
  - A. Central City Line: Actions Road Map – *(Otterstrom/Wells)*
  - B. Shared Mobility Project Criteria – *(Otterstrom/Tresidder)*
7. CEO Report *(E. Susan Meyer) (10 minutes)*
8. Committee Information  
*(No information included this month.)*
9. Review September 4, 219 Committee Meeting Agenda
10. New Business
11. Committee Members' Expressions *(10 minutes)*
12. Adjourn
13. Next Committee Meeting: Wednesday, September 4, 2019 at 10:00 a.m.  
(STA Southside Conference Room, 1230 West Boone Avenue, Spokane, WA)

Agendas of regular Committee and Board meetings are posted the Friday afternoon preceding each meeting at the STA's website: [www.spokanetransit.com](http://www.spokanetransit.com). Discussions concerning matters to be brought to the Board are held in Committee meetings. The public is welcome to attend and participate. Spokane Transit assures nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act. For more information, see [www.spokanetransit.com](http://www.spokanetransit.com). Upon request, alternative formats of this information will be produced for people who are disabled. The meeting facility is accessible for people using wheelchairs. For other accommodations, please call 325-6094 (TTY Relay 711) at least forty-eight (48) hours in advance.

**SPOKANE TRANSIT AUTHORITY  
PLANNING & DEVELOPMENT COMMITTEE MEETING**

July 10, 2019

**AGENDA ITEM 2: PUBLIC EXPRESSIONS**

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** N/A

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**SUMMARY:**

At this time, the Planning & Development Committee will give the public an opportunity to express comments or opinions.

Anyone wishing to speak should sign in on the sheet provided and indicate the subject of interest.

**RECOMMENDATION TO COMMITTEE:** N/A

**FINAL REVIEW FOR BOARD BY:**

Division Head \_\_\_\_\_

Chief Executive Officer \_\_\_\_\_

Legal Counsel \_\_\_\_\_

**SPOKANE TRANSIT AUTHORITY  
PLANNING & DEVELOPMENT COMMITTEE MEETING**

July 10, 2019

**AGENDA ITEM 3: COMMITTEE CHAIR REPORT**

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Chris Grover, Chair, Planning & Development Committee

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**SUMMARY:**

At this time, the Committee Chair will have an opportunity to comment on various topics of interest regarding Spokane Transit.

**RECOMMENDATION TO COMMITTEE:** N/A

**FINAL REVIEW FOR BOARD BY:**

Division Head \_\_\_\_\_

Chief Executive Officer \_\_\_\_\_

Legal Counsel \_\_\_\_\_

**SPOKANE TRANSIT AUTHORITY  
PLANNING & DEVELOPMENT COMMITTEE MEETING**

July 10, 2019

**AGENDA ITEM 4A:**      **MINUTES OF THE JUNE 5, 2019 COMMITTEE MEETING –  
CORRECTIONS AND/OR APPROVAL**

**REFERRAL COMMITTEE:**      N/A

**SUBMITTED BY:**              Vicki Clancy, Executive Assistant

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**SUMMARY:**

Draft Minutes of the June 5, 2019 Planning & Development Committee meeting are attached for your information, corrections and/or approval.

**RECOMMENDATION TO COMMITTEE:** Corrections and/or approval.

**FINAL REVIEW FOR BOARD BY:**

Division Head \_\_\_\_\_ Chief Executive Officer \_\_\_\_\_ Legal Counsel \_\_\_\_\_

Spokane Transit  
Authority 1230 West  
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**PLANNING & DEVELOPMENT  
COMMITTEE MEETING**

**DRAFT** Minutes of the June 5, 2019 Meeting,  
10:00 a.m. Spokane Transit Southside  
Conference Room

**MEMBERS PRESENT**

Chris Grover, Small Cities Representative \*  
(Cheney)  
Al French, Spokane County  
Pam Haley, City of Spokane Valley  
E. Susan Meyer, Chief Executive Officer  
*Ex-Officio*

**MEMBERS ABSENT**

David Condon, City of Spokane  
Kevin Freeman, Small Cities Representative  
(Millwood) *Ex-Officio*

\*Chair

**STAFF PRESENT**

Karl Otterstrom, Director of Planning & Development  
Roger Watkins, Chief Operations Officer  
Lynda Warren, Director of Finance & Information Services  
Nancy Williams, Director of Human Resources  
Dan Wells, Deputy Director of Capital Development  
Emily Arneson, Ombudsman & Accessibility Officer  
Kathleen Weinand, Principal Transit Planner  
Ryan Brodwater, Capital Projects Manager  
Mike Tresidder, Associate Transit Planner  
Nick Hanson, Capital Projects Manager  
Sam Guzman, Executive Assistant, Operations

**STAFF ABSENT**

Brandon Rapez-Betty, Director of Communications & Customer Service

**GUESTS**

Mike Kunder, AFSCME 3939, President  
Katherine Miller, P.E., City of Spokane, Director – Integrated Capital  
Management

**PROVIDING LEGAL COUNSEL**

Laura McAloon, McAloon Law PLLC

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1. **CALL TO ORDER AND ROLL CALL**

Chair Chris Grover called the meeting to order at 10:02 a.m. Roll was called and introductions were made.

2. **PUBLIC EXPRESSIONS**

None.

3. **COMMITTEE CHAIR REPORT**

Chair Grover attended that Spokane Regional Transportation Council Retreat and reported on the council's discussion at the retreat.

4. COMMITTEE ACTION

A. MINUTES OF THE MAY 1, 2019 COMMITTEE MEETING

Ms. Pam Haley moved to recommend approval of the May 1, 2019 Planning & Development Committee meeting minutes. The motion was seconded by Mr. Al French and passed unanimously.

B. SCOPE OF WORK: CENTRAL CITY LINE TELECOMMUNICATIONS INFRASTRUCTURE

Mr. Karl Otterstrom reviewed the general scope of work Central City Line (CCL) Telecommunications infrastructure for purposes of requesting proposals. The passenger amenities at CCL stations will include the following technology components: security cameras, real-time information signs, passenger information monitors, and fare validators. STA is seeking a fixed contract with a local provider for an optical fiber network. After evaluating several options with the help of our consultant, STA staff have concluded that an optical fiber network is the optimal solution insofar it is practicable. Two potential providers with in-ground optical fiber networks have been identified in the Spokane area: Zayo and Century Link. Most of the corridor has fiber owned by both providers within close proximity of most stations.

Based on budgetary estimates received, the contract price for initial construction is estimated to be in the range of \$900,000 to \$1.8M. The total monthly recurring, which would also cover maintenance, is estimated to be between \$15,000 to \$20,000 depending upon the provider as well as the number of station locations to be connected. Where stations don't have readily available fiber, STA will evaluate the cost proposals against other technological solutions, such as cellular.

Mr. Al French suggested staff follow-up with T-Mobile to understand the cellular provider's plans for fifth generation (5G) cellular capabilities in Spokane. Mr. Otterstrom agreed to explore and acknowledged that other options remain on the table on a station-by-station basis.

The request to the committee is to approve the Scope of Work for Central City Line Telecommunications Infrastructure and authorize staff to release a Request for Proposal (RFP) for construction and a fixed term service contract. Staff expect to report to the committee in September with a recommendation for approval. Mr. French moved to recommend approval as presented. The motion was seconded by Ms. Haley and passed unanimously.

5. COMMITTEE ACTION

A. BOARD CONSENT AGENDA

*(No items being presented this month.)*

6. REPORTS TO COMMITTEE

A. CENTRAL CITY LINE: ROAD MAP OF UPCOMING BOARD ACTIONS

The Central City Line is a 5.8 mile, corridor-based bus rapid transit (BRT) line that will operate between Browne's Addition and Spokane Community College, via downtown Spokane and the University District. This is a critical project within the *STA Moving Forward* plan to improve and expand transit to the region and partner in economic development. Mr. Otterstrom reviewed the Central City Line Road Map of Upcoming Board Actions. STA is in the thick of Board activity related to the CCL. The 90% design package will be completed mid-June. Property acquisition and third-party agreements are progressing. The Project Management Oversight Contractor (PMOC) is finishing up the draft characterization report, including risk review. Mr. Otterstrom reviewed the July – December Actions and Milestones including the completion of the environmental review under the National Environmental policy Act (NEPA, the assignment of a PMOC, the allocation of \$53.4 million in federal Capital Investment Grant funding under the Small Starts provision, and the delivery of 60% design documents. Next Steps include reviewing this list of actions with the board and preparing for possible discussion at the board's annual strategic plan and budget workshop in July. Ms. Meyer reported that STA expects a signed agreement in November 2019.

B. 2019 TRANSIT DEVELOPMENT PLAN: COMPLETED DRAFT PLAN (PUBLIC HEARING)

Each year, Spokane Transit is required by state law to develop a Transit Development Plan (TDP) for a six-year planning horizon and submit it to the Washington State Department of Transportation (WSDOT) no later than September 1. During the past few months, the committee has been involved in providing input and reviewing several sections that are incorporated into the TDP. Mr. Otterstrom provided an overview of the TDP project timeline and the plan contents. A draft edition of the 2019 TDP has been prepared for review by the Planning and Development Committee in preparation for a Public Hearing at the June 20 Board meeting. During the committee meeting staff will briefly present salient elements of the draft TDP.

C. EAST SPRAGUE TRANSIT SIGNAL PRIORITY

On April 18, 2019 the STA Board of Directors directed staff to explore a Transit Signal Priority (TSP) application that could support traffic operations in the Sprague Union District. Mr. Otterstrom provided an update. The project scope includes: define & validate requirements, assess existing conditions, develop scope of work in coordination with City of Spokane traffic engineering staff, develop alternate methods as necessary, evaluate alternatives, costs and benefits and provide an initial status report on June 5, today. STA staff initiated TSP early coordination with City of Spokane signal engineers. The initial response from City traffic engineering staff is that the proposed approach is not possible with the recently installed system at the East Sprague intersections. However, the City provided specifications and date for use by STA's design consultant (IBI Group) to evaluate options. Mr. Otterstrom reviewed the IBI report, "Summary of Preliminary Technology Recommendations". While there are both challenges and limitations, TSP is a feasible and useful approach to limit queue spillover behind buses stopped at bus stops that are located far-side of intersections.

Ms. Katherine Miller, Director of Integrated Capital Management for the City of Spokane shared that while the current system is working, the City of Spokane is wanting STA to make a case for the solution. Mr. French asked why the driver can't just have a light activator on the bus to trigger the light. Mr. Otterstrom indicated that this is technically feasible, but more research would need to be completed before presenting complete recommendations.

D. ZERO EMISSION TECHNOLOGY FLEET TRANSITION EVALUATION UPDATE

Mr. Roger Watkins provided an update on the Central City Line Zero Emission Bus Deployment Implementation Plan; a combination of implementation plan and final plan. This highly detailed, 42-page plan includes:

- Route and Bus Modeling
- Rate Modeling
- Bus Procurement plan
- Infrastructure Requirements/Recommendations
- Training
- Deployment Strategy
- Data Collection Plan
- Project Schedule

Mr. Watkins reviewed on-route charging duration data. In terms of the Bus Procurement and Charging Infrastructure strategy, the plan is to purchase ten 5-door, 60 foot articulated battery electric buses (BEB), however, the new Washington State DES contract opening is not going to occur until late July. Several of the original equipment manufacturers (OEMs) who want to bid on the contract requested an extension until mid July, DES countered with July 2. Washington State DES has extended the existing vehicle contracts until September 30 but have the ability to extend them up to one year. Since STA is using Federal funds, the buses must be "Altoona-tested" and Buy America compliant. CTE recommends purchasing the chargers from the bus OEMs and recommends overhead pantograph fast charger for Spokane Community College (SCC) Transit Center. There is an option for overhead fast charge or plug-in slow charge or a combination of both for Boone Northwest (BNW) Garage charging. Backup generators are recommended at BNW Garage. STA still hasn't

received the Monroe-Regal Deployment Implementation Plan although STA is expecting within the next 1-2 weeks.

Mr. Watkins reviewed the very specific training requirements that helped STA develop specific training plans, which staff presented to the Project Management Oversight Contractor (PMOC). Specific training plans were created for Operators, Maintenance, Facilities & Grounds, and First Responders. Initial training (Train the Trainers) provided by the OEM has been recommended as part of the BEB procurement which will include both hands on and classroom training.

There are specific categories that STA will need to review for this project: bus delivery, inspection/acceptance, charger commissioning with BEBs, route validation (vs. modeling), extensive data collection requirements (i.e., fuel energy costs, energy performance and efficiency, BEB availability and utilization, maintenance costs and on-time performance.) Ralph has mentioned that it may be wise to approach the FTA with a sole source contract, depending upon how long the contract gets delayed, if in fact, at the time STA is ready to go to procurement there ends up only being one Altoona tested battery electric bus that meets STA's needs, but this is not the first choice.

Mr. French asked for a guestimate of how many suppliers will be ready at time of procurement for this bus. Mr. Watkins responded that right now BYD has not satisfactorily completed Altoona testing, so they have not even started the process for a 60' bus. Generally, it takes one year to 18 months to get through that process. Proterra has indicated to STA that they will not pursue manufacturing a 60' BEB. That would leave one vendor, New Flyer. Ms. Meyers shared that New Flyer is the bus manufacturer for all of STA's current 60' buses and that would satisfy FTA.

## 7. CEO REPORT

STA Chief Executive Officer, E. Susan Meyer, presented her CEO Report to the Committee which included the following topics:

Spokane Falls Station Groundbreaking was held May 22. Representative Riccelli was there representing the funding STA received from the state. This is a new location for a transit station.

Geiger Boulevard Build Grant Groundbreaking was hosted by Spokane County on May 28. STA is contributing \$200,000 to bus stops on Geiger Boulevard.

Spokane Community College Transit Station Groundbreaking was held on June 4. Senator Billig attended. M of the \$5M project cost covered by the State of Washington provided a regional mobility grant. There will be charging stations for the Central City Line.

Boone Northwest Garage (BNWG) Ribbon Cutting – June 20, 2019 -- A 68,000 square foot new facility outfitted with charging infrastructure -- on budget and on time.

Association of Washington Cities Meeting – June 26, 2019 – 1:30 p.m. The Joint Transportation Committee meeting will take place at this time and will present a study that they chartered on the fiscal impact of transit capital improvements. STA has received an early report and will provide information to you. The transit industry in Washington State is not in total agreement with the conclusions that have been drawn.

Today's PMER Committee Meeting – The Committee will discuss the 2018 State Audit Report. No management letter, no exit items, a continuation of the best of the best, and Ms. Lynda Warren's last audit before she leaves STA. Ms. Meyer thanked Ms. Warren and her team for another great audit. The Committee will also discuss the income-based fare evaluation. Staff is not making a recommendation.

Mr. French added that during the work that the task force completed in 2002-2004, there was a debate when setting some of the original guiding principles for the organization. He recalled that Kate McCaslin proposed that, if we



wanted to increase ridership, we should make the fare free to everyone. A discussion ensued to determine that “magic line” between respecting the tax payers that pay the “lion’s share” of the organization’s operating budget and the amount that riders should contribute for services received; through that conversation it was decided to have an 80/20 split. The decision was made from a public process of debate, public hearings, and a commitment from the community that has been maintained for three ballot measures. Changing that metric, and running the risk of violating the implied commitment to the voters, that the riders are going to share in the operational costs of the system, is a very serious discussion. Mr. French expressed his opinion that government is not a charitable organization, government is here to provide a service with an expectation that it will come with a cost.”

June Board Agenda – June 20, 2019 – The Board Agenda will include the scope of work for the Moran Station Park & Ride and a budget amendment in order to accomplish that work.

8. COMMITTEE INFORMATION

*(No information included this month.)*

9. REVIEW JULY 10, 2019 COMMITTEE MEETING AGENDA

Mr. Otterstrom emphasized two agenda items: FTA Section 5310 Funding Awards Recommendation for non-profits to seek funding through that program, and Shared Mobility Project Criteria.

10. NEW BUSINESS

*(No information included this month.)*

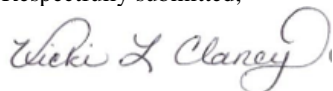
11. COMMITTEE MEMBERS’ EXPRESSIONS

Mr. French opined that any change in STA’s revenue stream may put at risk STA’s commitment to FTA on the Central City Line. It is his understanding that FTA does not want to see significant changes. Changing our fare structure and our farebox ratio may jeopardize other projects like the Central City Line.

12. ADJOURN

13. NEXT COMMITTEE MEETING: WEDNESDAY, JULY 10, 2019 at 10:00 a.m., (STA SOUTHSIDE CONFERENCE ROOM, 1230 W. BOONE AVENUE, SPOKANE, WA)

Respectfully submitted,



Victoria L. Clancy, Executive Assistant

**SPOKANE TRANSIT AUTHORITY**  
**PLANNING & DEVELOPMENT COMMITTEE MEETING**

July 10, 2019

**AGENDA ITEM 5A1: 2019 TRANSIT DEVELOPMENT PLAN: FINALIZE AND APPROVE**

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Karl Otterstrom, Director of Planning and Development  
Mike Tresidder, Associate Transit Planner

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**SUMMARY:**

Each year, Spokane Transit is required by state law to develop a Transit Development Plan (TDP) for a six-year planning horizon and submit it to the Washington State Department of Transportation (WSDOT). The TDP is one of a series of planning documents that is built upon the goals, principles and policies contained within *Connect Spokane: A Comprehensive Plan for Public Transportation*.

Major elements of the TDP include:

- Mid-Range Planning Guidance (adopted by the Board on April 18, 2018)
- Major Activities
- 2020-2022 Service Improvement Plan
- 2020-2025 Capital Improvement Program
- Section 5307 Urbanized Area Formula Funding Program
- Section 5310 Mobility for Seniors and Persons with Disabilities Funding Program
- Section 5339 Bus and Bus Facilities Funding Program
- 2020-2025 Operating and Financial Projections

The Planning and Development Committee have been engaged in developing the various elements of the draft plan since March of 2019. The Board of Directors held a public hearing on the draft TDP on June 20, 2018. There were no public comments provided at the Public Hearing.

The draft 2019 TDP is available at:

[https://www.spokanetransit.com/files/content/DRAFT\\_2019\\_Transit\\_Development\\_Plan.pdf](https://www.spokanetransit.com/files/content/DRAFT_2019_Transit_Development_Plan.pdf)

A draft of the Board resolution is included in the packet.

**RECOMMENDATION TO COMMITTEE:** Move to recommend the STA Board of Directors adopt, by resolution, the 2019 Transit Development Plan. Propose forwarding to the Board agenda.

**COMMITTEE ACTION:**

**RECOMMENDATION TO THE BOARD:**

**FINAL REVIEW FOR BOARD BY:**

Division Head \_\_\_\_\_

Chief Executive Officer \_\_\_\_\_

Legal Counsel \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION FOR THE PURPOSE OF ADOPTING THE 2019 TRANSIT DEVELOPMENT PLAN; AND OTHER MATTERS PROPERLY RELATING THERETO.

SPOKANE TRANSIT AUTHORITY  
Spokane County, Washington

BE IT RESOLVED BY THE SPOKANE TRANSIT AUTHORITY as follows:

WHEREAS, the Spokane Transit Authority (STA) is a municipal corporation operating and existing under and pursuant to the Constitution and Laws of the State of Washington, including RCW Title 36, Chapter 57A, Public Transportation Benefit Area; and,

WHEREAS, it is to the benefit of STA to define the general direction for the delivery of public transportation service in the future, assign a general timeline for future improvements to the public transportation system, and assign general cost and revenue requirements for future improvements to the public transportation system; and,

WHEREAS, RCW 35.58.2795 requires all transit agencies prepare a six-year transit development plan for that calendar year and the ensuing five years; and,

WHEREAS, STA has prepared the 2019 Transit Development Plan, which includes the previously approved 2019 Annual Strategic Plan, the 2020-2025 Capital Improvement Program, Federal Transit Section 5307, 5310 and 5339 anticipated programs of expenditure, Service Implementation Plan 2020 - 2022, and other sections and information included in the Plan for the aforementioned purposes; and,

WHEREAS, STA sought input from other transportation agencies, including private transportation operators pursuant to requirements related to Federal Transit Section 5307 funding; and,

WHEREAS, the STA Board of Directors conducted a duly noticed public hearing on June 20, 2019; and,

WHEREAS, a Washington State Environment Policy Act (SEPA) Checklist was completed for the proposed amendments and a determination of Non-Significance (DNS) was issued on May 29, 2019; and,

WHEREAS, the 2019 Transit Development Plan, is consistent with the policies of *Connect Spokane*, STA's comprehensive plan for public transportation; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of STA as follows:

- Section 1. The STA Board of Directors hereby adopts the 2019 Transit Development Plan.
- Section 2. The STA Board of Directors hereby authorizes the Chief Executive Officer to administer the 2019 Transit Development Plan.
- Section 3. This resolution shall take effect and be in force immediately upon passage.

ADOPTED by STA at a meeting thereof held on the 25<sup>th</sup> day of July 2019.

ATTEST:

SPOKANE TRANSIT AUTHORITY

\_\_\_\_\_  
Dana Infalt  
Clerk of the Authority

\_\_\_\_\_  
Candace Mumm  
STA Board Chair

Approved as to form:

\_\_\_\_\_  
Laura McAloon  
Legal Counsel

DRAFT

**SPOKANE TRANSIT AUTHORITY**  
**PLANNING & DEVELOPMENT COMMITTEE MEETING**

July 10, 2019

**AGENDA ITEM 5A2: CENTRAL CITY LINE: DEVELOPMENT AGREEMENT WITH THE CITY OF SPOKANE**

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Karl Otterstrom, Director of Planning and Development  
Daniel Wells, Deputy Director of Capital Development

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**SUMMARY:**

The Master Design and Construction agreement between the City of Spokane and Spokane Transit Authority was executed on February 14<sup>th</sup>, 2019 and sets the legal framework for subsequent project orders or project-specific agreements for transit-related improvements.

This Continuing Control Agreement between the City of Spokane and the Spokane Transit Authority establishes the rights and obligations for each party with respect to the improvements made by STA for the Central City Line.

Required by the Federal Transit Administration, this agreement addresses STA's right to exercise control over public right-of-way specifically for improvements required for the implementation and operation of the Central City Line for a duration of time as required in order to operate the Central City Line.

Concurrently, this agreement states that the City agrees that these public rights-of-way shall be used for purposes that support public transportation activities and will notify STA immediately if any portion of the rights-of-way shall be used for a purpose other than public transportation.

**RECOMMENDATION TO COMMITTEE:** Recommend STA Board approval of the Continuing Control Agreement and authorize the CEO to execute the agreement on behalf of Spokane Transit.

**COMMITTEE ACTION:**

**RECOMMENDATION TO BOARD:**

**FINAL REVIEW FOR BOARD BY:**

Division Head \_\_\_\_\_

Chief Executive Officer \_\_\_\_\_

Legal Counsel \_\_\_\_\_

## CONTINUING CONTROL AGREEMENT

This Continuing Control Agreement (“Agreement”) is made and entered into by and between the **City of Spokane** (“City”) and the **Spokane Transit Authority** (“STA”); each referred to as a “Party” and collectively referred to as “Parties”.

WHEREAS, the City is a municipal corporation under the laws of the State of Washington; and

WHEREAS, STA is a municipal corporation under the laws of the State of Washington and a purveyor of public transportation serving a public transportation benefit area pursuant to RCW 36.57A; and

WHEREAS, the STA Board of Directors has approved *STA Moving Forward*, a ten-year plan of transit improvements which, among other strategies, calls for the development and implementation of a high performance rapid transit network known as the Central City Line (“CCL” or “Project”); and

WHEREAS, the CCL provides frequent, rapid transit service from *Brown’s Addition* through the downtown Spokane corridor and the *University District* to Spokane Community College; and

WHEREAS, STA has completed and submitted its Small Starts Grant application to the Federal Transit Administration (“FTA”) for federal funding for the various stages of conceptual development, design, permitting and construction of the CCL; and

WHEREAS, STA, as the designated recipient of a FTA Small Starts Grant, is required to have, maintain and exercise satisfactory continuing control over the CCL improvements funded by the FTA Small Starts Grant as set forth in FTA Circular 5010.D, as amended from time to time.

NOW THEREFORE, the Parties agree as follows:

### 1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish STA’s satisfactory continuing control over CCL Improvements (the “Property”) and to establish the respective rights and obligations of the Parties in connection with this Agreement.

### 2. USE AND CONTROL OF PROJECT PROPERTY

- A. In General: STA shall have the right to exercise satisfactory continuing control over the Property in accordance with any and all FTA requirements and grant conditions.
- B. Period of Control: STA’s right to exercise control over the Property shall continue as long as the Property is needed, in the judgment of STA, for the appropriate project purposes for the duration of the useful life of that property, as required by the FTA, and shall include any time period necessary to dispose of the Property under FTA requirements and procedures.

- C. Use: The City agrees to use the Property for appropriate purposes to support public transportation activities. The City agrees to notify STA immediately when any Property is withdrawn from Project use or when any Property is used in a manner substantially different from the representation the City has identified and agreed to in any agreement(s) between the Parties relating to the Project.
- D. Maintenance: The City agrees to maintain the Property in good operating order, in compliance with any applicable Federal laws and regulations, and in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing.
- E. Records: The City agrees to keep satisfactory records pertaining to the use of the Property and submit to STA upon request such information as may be required by the FTA to assure compliance with FTA's Master Agreement.
- F. Incidental Use: Any incidental use of Property will not exceed that permitted under applicable Federal laws or regulations in accordance with applicable Federal directives. Any incidental use must be approved by STA prior to such use.
- G. Transfer or Lease of Property: The City shall not transfer any obligation pertaining to the Property that would affect STA's, on behalf of the FTA, continuing interest in the Property. Any transfer or lease must be approved by STA in writing and prior to such transfer or lease.

### 3. TITLE TO PROPERTY

The City shall retain title to Property.

### 4. PROJECT PROPERTY DISPOSITION

- A. In General: STA and City agree that they will attempt to negotiate a mutually acceptable disposition proposal or plan for submission to the FTA for Property prematurely withdrawn from use, Property whose useful life has expired or for Property that constitutes excess property for Federal grant purposes.
- B. FTA Approval: If the Parties are unable to agree upon a disposition proposal or plan, STA may seek any necessary disposition instructions or approvals from FTA. In such a case, STA will include in its submission to FTA the independent views of the City regarding the appropriate disposition of the property involved. In addition, the City may assert whatever other rights it possesses by reason of its interest in such property.
- C. Agreement to Comply: In the event that the FTA provides disposition instructions or approval with respect to the Property, City agrees to comply with the terms of such instructions or approval.

### 5. TERM

This Agreement shall commence on the date of execution by the Parties and shall terminate on the date the Property is disposed of as excess Property under FTA requirements and procedures. It is agreed that this Agreement may survive any and all agreement(s) between the Parties related to the subject matter hereof.

## 6. DEFAULT AND REMEDIES

- A. Any failure of the City or STA to comply with the terms of this Agreement shall constitute a default, which depending on the nature of the default, could also result in a default of the Subrecipient Agreement.
- B. All termination provisions of the Subrecipient Agreement are incorporated into this Continuing Control Agreement.

## 7. SUBRECIPIENT AGREEMENT PROVISIONS

- A. This Continuing Control Agreement is incorporated into the Subrecipient Agreement No. [insert # and project title] as Exhibit G and all terms and provisions of the Subrecipient Agreement are incorporated into this Agreement by reference and made part of this Agreement.
- B. It is understood by both Parties that this Continuing Control Agreement is a separate agreement from the Subrecipient Agreement and that the terms and conditions in this Agreement or incorporated into this Agreement by reference shall survive the termination of the Subrecipient Agreement, regardless of how the project is funded, until termination under Section 6.

## 8. NOTIFICATION

Any notice, correspondence or other document provided in connection with this Agreement shall be in writing and shall be delivered to the following individuals at the addresses set forth below:

## 9. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on [date], 2013.



**SPOKANE TRANSIT AUTHORITY**  
**PLANNING & DEVELOPMENT COMMITTEE MEETING**

July 10, 2019

**AGENDA ITEM** 5A3: **CENTRAL CITY LINE: GONZAGA UNIVERSITY CONSTRUCTION REIMBURSEMENT AGREEMENT**

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Karl Otterstrom, Director of Planning and Development  
Daniel Wells, Deputy Director of Capital Development

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**SUMMARY:**

Operation of the Central City Line on the privately-owned portion of Cincinnati Street requires that STA execute multiple agreements and property transactions with Gonzaga University. This includes an agreement for reimbursement of Cincinnati Street transit infrastructure construction expenses. This agreement provides Spokane Transit the ability to reimburse Gonzaga University for paving expenses associated with accommodating Central City Line vehicles on the section of Cincinnati Street privately owned by the university. While the final amount to be reimbursed is still subject to further analysis of the itemized construction costs, initial estimates are around \$300,000. In order to address any unforeseen construction conditions, staff is seeking authorization up to \$400,000. Gonzaga University has indicated that the use of property by the Central City Line that will remain in university ownership should not include any federal interest. As such, this expense is to be accommodated outside the budget.

**RECOMMENDATION TO COMMITTEE:** Recommend the Board approve a construction reimbursement agreement with Gonzaga University, in the form of the attached draft agreement, and for an amount not to exceed \$400,000.

**COMMITTEE ACTION:**

**RECOMMENDATION TO THE BOARD:**

**FINAL REVIEW FOR BOARD BY:**

Division Head \_\_\_\_\_

Chief Executive Officer \_\_\_\_\_

Legal Counsel \_\_\_\_\_

**AGREEMENT FOR REIMBURSEMENT OF CINCINNATI STREET TRANSIT  
INFRASTRUCTURE CONSTRUCTION EXPENSES**

This Agreement for Infrastructure Improvements Master Design & Construction (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Corporation of Gonzaga University (“University”), and the Spokane Transit Authority (“STA”), hereinafter each referred to individually as “Party” and collectively as “Parties”.

**Recitals**

- A. WHEREAS, the University is a private, non-profit, Catholic, Jesuit, and humanistic university organized and existing under the laws of the State of Washington, having a place of business at 502 East Boone Avenue, Spokane, Washington; and
- B. WHEREAS, STA is a municipal corporation under the laws of the State of Washington and a purveyor of public transportation serving a public transportation benefit area pursuant to RCW 36.57A; and
- C. WHEREAS, STA established a comprehensive plan in 2010 which, among other strategies, established a plan to implement a high performance transit network; and
- D. WHEREAS, through analysis, evaluation, extension, public feedback, and in consultation with the University, the STA Board of Directors, in addition to the Spokane City Council, adopted a local preferred alternative for the Central City Line as part of the high performance transit network that will traverse the University campus along or parallel with Cincinnati Street, including a vacated portion of said street owned by the University; and
- E. WHEREAS, STA and the University wish to work collaboratively on the University’s construction of certain portions of the Central City Line concurrent with the University’s campus construction project along the University’s vacated portion of Cincinnati Street (the “Cincinnati Street Improvements”); and
- F. WHEREAS, STA has agreed to reimburse the University for certain of its costs to construct the Cincinnati Street Improvements as outlined herein.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the parties agree to the terms and conditions as follows:

**1. Project Management**

- 1.1. Management of specific tasks and work orders for the Cincinnati Street Improvements is the responsibility of the University. All tasks identified in work orders under this Agreement shall be managed by the University.
- 1.2. All invoicing shall be managed by the University.

- 1.3. The University agrees that any task or work orders associated with the transit elements of the Cincinnati Street Improvements will not be authorized without the prior written concurrence of STA.
- 1.4. STA will reimburse the University for actual, invoiced costs of the transit elements of the Cincinnati Street Improvements up to a total amount of \$XXXXXX.XX.
  - 1.4.1. STA will reimburse invoiced costs that are directly associated with the tasks and work orders for which STA's Capital Projects Manager has provided written authorization.
- 1.5. The University's management responsibility for the Cincinnati Street Improvements includes coordination with STA.

## **2. Budget**

- 2.1. The Budget for the Cincinnati Street Improvements is estimated at \$XXX,XXX.XX. The cost of the transit elements constructed for the support of STA's Central City Line and reimbursable by STA is estimated at \$XXXXXX.XX. The University shall be responsible for ensuring concurrence with the Budget in completing the Cincinnati Street Improvements. Any variations in actual expenses incurred for the support of STA's Central City Line that exceed the Budget shall be approved by the Parties in writing via a change order which shall have the effect of amending this Agreement.

## **3. Term**

- 3.1. Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until the Cincinnati Street Improvements are completed and all obligations have been met.

## **4. Legal Relations**

- 4.1. It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Party.

## **5. Applicable Laws, Venues**

- 5.1. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, subject to the obligations set forth in Section 8, the Parties agree that any such action or proceedings shall be brought in Spokane County Superior Court in the State of Washington. Further, the Parties agree that each will be solely responsible for payment of its own attorneys' fees, witness fees, and costs. This Agreement was jointly drafted and shall be interpreted and applied as such.

## **6. Amendments**

- 6.1. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

## **7. Termination**

- 7.1. Neither STA nor the University may terminate this Agreement without the written concurrence of the other Party.

## **8. Dispute Resolution**

- 8.1. The Parties agree that any and all disputes, claims and controversies arising out of or relating to this Agreement may be submitted to a mediator selected by both Parties for mediation pursuant to Section 8.2 below.
- 8.2. Either Party may commence mediation by providing the other Party with a written request for mediation, setting forth the matter in dispute and the relief requested. The Parties agree to cooperate with one another in the selecting of a mediation service and scheduling of the mediation proceedings. The Parties agree to participate in the mediation in good faith. If the Parties do not agree on a mediation service to conduct the mediation, the mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. All offers, promises, conduct and statements, whether written or oral, made in the course of mediation are confidential, privileged and/or inadmissible for any purpose in any litigation or arbitration of the dispute; provided, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation.

## **9. Indemnification and Hold Harmless**

- 9.1. The University agrees to defend, indemnify, and hold harmless STA, including its officers, employees, and agents, from any and all claims, demands, losses, and/or liabilities to or by third parties arising from, resulting from, or connected with, acts or omissions performed or to be performed under this Agreement by the University, its agents, employees, contractors, subcontractors, consultants, and suppliers of any tier, including acts or omissions of the University's invitees and licensees, to the fullest extent permitted by law and subject to the limitations provided below.
  - 9.1.1. The University's duty to defend and indemnify STA, including its officers, employees, and agents, shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of STA, including its officers, employees, and agents. The University's duty to defend and indemnify STA, including its officers, employees, and agents, for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) STA, including its officers, employees, and agents, and (b) the University, its employees, contractors, subcontractors, and suppliers of any tier,

and invitees and licensees, or involves those actions covered by RCW 4.24.115, shall apply only to the extent of negligence of the University, its agents, employees, contractors, subcontractors, and suppliers of any tier, invitees and licensees.

- 9.1.2. The University specifically and expressly and by mutual agreement waives any immunity that it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided, the University's waiver of immunity by the provisions of this section extends only to claims against the University by STA, and does not include, or extend to, any claims by the University's employees directly against the University.
- 9.2. STA agrees to defend, indemnify, and hold harmless the University, including its officers, employees, and agents, from any and all claims, demands, losses, and/or liabilities to or by third parties arising from, resulting from, or connected with, acts or omissions performed or to be performed under this Agreement by STA, its agents, employees, contractors, subcontractors, consultants, and suppliers of any tier, including acts or omissions of STA's invitees and licensees, to the fullest extent permitted by law and subject to the limitations provided below.
    - 9.2.1. STA's duty to defend and indemnify the University, including its officers, employees, and agents, shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the University, including its officers, employees, and agents. STA's duty to defend and indemnify the University, including its officers, employees, and agents, for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the University, including its officers, employees, and agents, and (b) STA, its employees, contractors, subcontractors, and suppliers of any tier, and invitees and licensees, or involves those actions covered by RCW 4.24.115, shall apply only to the extent of negligence of STA, its agents, employees, contractors, subcontractors, and suppliers of any tier, invitees and licensees.
    - 9.2.2. STA specifically and expressly and by mutual agreement waives any immunity that it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided, STA's waiver of immunity by the provisions of this section extends only to claims against STA by the University, and does not include, or extend to, any claims by STA's employees directly against STA.

9.3. This indemnification and waiver shall survive the termination of this Agreement.

**10. Schedule**

10.1. The Cincinnati Street Improvements project began on XXX and is scheduled to be completed by XXX. A schedule of key dates and milestones for the project is attached hereto and incorporated herein as Exhibit A.

**11. Ratification**

11.1. The Parties hereby ratify any actions taken by each other in anticipation of the execution of this Agreement and affirm the intent of the Parties to allow University to be reimbursed by STA for approved costs and expenses related to the Cincinnati Street Improvements and incurred by University prior to the execution of this Agreement.

**12. Contacts**

12.1. Invoicing and Payments

<b>Gonzaga University</b>	<b>Spokane Transit Authority</b>
Contact Title Company Address City, ST ZIP  E:email P:(509)	Robert West Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:rwest@spokanetransit.com">rwest@spokanetransit.com</a> P:(509) 325-6062 F:(509) 325-6036

12.2. Construction and Project Management Contacts

<b>Gonzaga University</b>	<b>Spokane Transit Authority</b>
Contact Title Company Address City, ST ZIP  E:email P:(509)	Robert Bielaski Capital Projects Manager Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:rbielaski@spokanetransit.com">rbielaski@spokanetransit.com</a> P:(509) 344-1868

**13. Signatures**

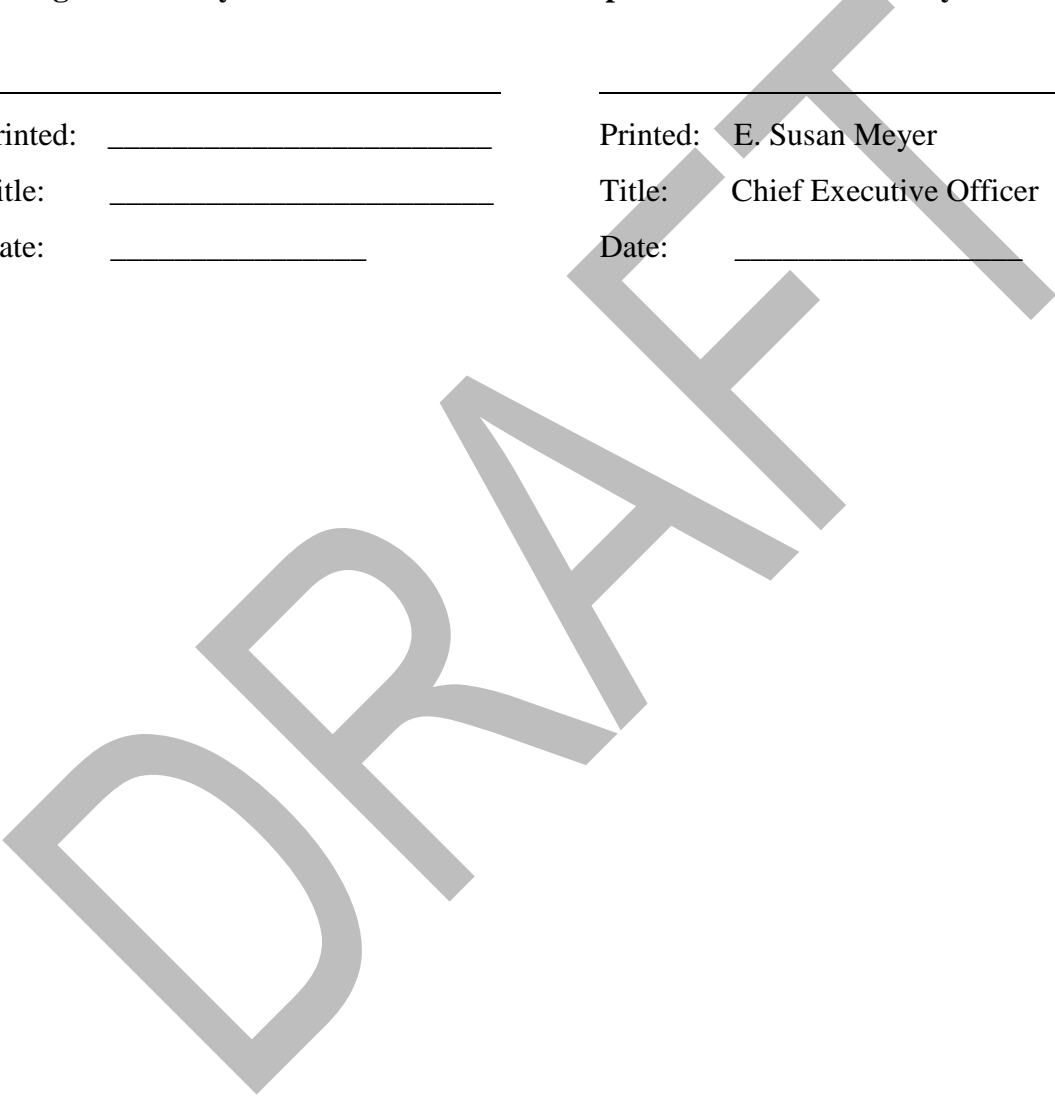
The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

**Gonzaga University**

**Spokane Transit Authority**

\_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Printed: E. Susan Meyer  
Title: Chief Executive Officer  
Date: \_\_\_\_\_



**SPOKANE TRANSIT AUTHORITY**  
**PLANNING & DEVELOPMENT COMMITTEE MEETING**

July 10, 2019

**AGENDA ITEM** 5A4: **CENTRAL CITY LINE: WASHINGTON STATE UNIVERSITY AGREEMENTS**

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Karl Otterstrom, Director of Planning and Development  
Daniel Wells, Deputy Director of Capital Development

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**SUMMARY:**

WSU and STA staff agree that the Central City Line (CCL) stations on Spokane Falls Boulevard should be located as close to the WSU Spokane Pedestrian Mall as possible. The WSU Spokane Pedestrian Mall is the primary north/south connection between the University Gateway Bridge and WSU's Spokane Academic Center. Locating the CCL stations as close to the WSU Spokane Pedestrian Mall requires the removal of vehicle access to the Green 5 parking lot via the WSU Spokane Pedestrian Mall.

The Central City Line Development Agreement between Washington State University and the Spokane Transit Authority memorializes collaboration between WSU and STA and coordinates the closure of driveway access to WSU's Green 5 parking lot and accommodation of the Central City Line stations on Spokane Falls Boulevard.

Primary requirements of this agreement include:

- WSU agrees to remove vehicle access to the Green 5 parking lot via the WSU Spokane Pedestrian Mall;
- WSU agrees to design and construct one or more new vehicle access to the Green 5 parking lot;
- STA agrees to design and construct two CCL stations on Spokane Falls Boulevard adjacent to the WSU Spokane Pedestrian Mall;
- STA agrees to remove the vehicular access to the Green 5 parking lot and replace with pedestrian scale amenities;
- STA agrees to install traffic calming measures as part of the CCL improvements including a raised crosswalk, stop-controlled bicycle lanes and bus friendly speed bumps.

**RECOMMENDATION TO COMMITTEE:** Recommend STA Board approval of the Central City Line Development Agreement and authorize the CEO to execute the agreement on behalf of Spokane Transit.

**COMMITTEE ACTION:**

**RECOMMENDATION TO THE BOARD:**

**FINAL REVIEW FOR BOARD BY:**

Division Head \_\_\_\_\_

Chief Executive Officer \_\_\_\_\_

Legal Counsel \_\_\_\_\_



## CENTRAL CITY LINE DEVELOPMENT AGREEMENT

This Central City Line Development Agreement (“Agreement”) is entered into as of this \_\_\_\_ day of June, 2019 by and between **Washington State University** (“WSU” or “WSU Spokane”), an institution of higher education and agency of the State of Washington by and through its Spokane Campus, and **Spokane Transit Authority** (“STA”), a Washington State municipal corporation; each individually referred to as “Party” and jointly referred to as “Parties”.

WHEREAS, STA is a public transportation benefit area (“PTBA”) authority, operating and existing under and by virtue of the laws of the State of Washington, and in particular, Chapter 36.57A RCW; and

WHEREAS, the STA Board of Directors has approved *STA Moving Forward*, a ten-year plan of transit improvements which calls for the development of a corridor-based Bus Rapid Transit project connecting Browne’s Addition to Spokane Community College by way of downtown Spokane and the University District, known as the Central City Line (“CCL”); and

WHEREAS, the CCL is routed via East Spokane Falls Boulevard through the WSU Spokane Campus; and

WHEREAS, STA and WSU have collaborated on the location of two “CCL Stations” near the intersection of East Spokane Falls Boulevard and the WSU Spokane Pedestrian Mall and have agreed to the design of such stations, which are illustrated in the attached Exhibit A; and

WHEREAS, STA will design and construct the CCL Stations and improvements to the WSU Spokane Pedestrian Mall and will complete roadway improvements to East Spokane Falls Boulevard at its sole cost and expense (collectively, “CCL Improvements”); and

WHEREAS, the Parties mutually agree that installation of the CCL Stations will require the permanent closure of the WSU Spokane Pedestrian Mall to vehicular traffic; and

WHEREAS, permanent closure of the WSU Spokane Pedestrian Mall to vehicular traffic will require relocation of vehicle access to the WSU “Green 5” parking lot located at the southwest corner of East Spokane Falls Boulevard and North Sherman Street; and

WHEREAS, WSU has agreed to design, construct and make operational two new driveways for access to the Green 5 parking lot, as required by the City of Spokane, prior to the construction of the CCL Stations;

NOW, THEREFORE, in consideration of the mutual benefit and covenants contained herein, the Parties agree as follows:

## 1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to outline the responsibilities of the Parties and the terms and conditions under which the Parties shall cooperate to facilitate STA's construction of CCL Improvements on and adjacent to the WSU Spokane Campus.

## 2. RESPONSIBILITIES

A. WSU Responsibilities. In reliance on, and in consideration of, STA's successful and timely completion of the CCL Improvements, WSU shall be responsible for the following:

- 1) WSU shall design and construct a driveway just east of the WSU Spokane Pedestrian Mall to provide right-turn-only egress from the Green 5 parking lot eastbound on East Spokane Falls Boulevard, as depicted in the drawing attached hereto as Exhibit C.
- 2) WSU shall design and construct a driveway and intersection on the east side of the Green 5 parking lot to provide ingress and egress from North Sherman Street, as depicted in the drawing attached hereto as Exhibit C.
- 3) WSU shall complete the design and construction of, and make operational, all driveways and related improvements described herein by July 1, 2020.
- 4) WSU shall solicit feedback from STA to ensure the design and construction of the improvements to the Green 5 parking lot are complimentary to the CCL Improvements on the WSU Spokane Campus that are designed and constructed by STA.

B. STA Responsibilities

- 1) STA shall design and complete construction of the CCL Improvements on or before \_\_\_\_\_, 2021.
- 2) Following the commencement of operation of the driveways described in Sections 2.A.1 and 2.A.2, STA shall coordinate the commencement of construction of the CCL Stations and make accompanying improvements to East Spokane Falls Boulevard to improve pedestrian accessibility and safety.
- 3) STA shall solicit feedback from, and cooperate with, WSU to ensure any improvements necessary to the WSU Spokane Campus resulting from the installation of CCL Stations compliment the present design and architecture of the WSU Spokane Campus.
- 4) Should STA cease to operate the the CCL along East Spokane Falls Boulevard near the WSU Spokane Pedestrian Mall, STA will continue to use the CCL Stations for standard STA service. Should all STA service cease to use East Spokane Falls Boulevard, STA will remove the CCL Improvements within (1) year and restore the pedestrian pathways and roadways to match documented pre-CCL conditions.
- 5) Maintenance. STA agrees to maintain all CCL Improvements such as, but not limited to, platforms, bus bays, posts, transit shelters, real-time and permanent signage and other transit amenities in good, clean operating order. STA shall be responsible and liable for ongoing maintenance, repair and replacement of said CCL Improvements, at its sole cost and expense. STA shall be responsible for addressing maintenance issues to maintain the CCL Improvements

completed as part of this agreement within five (5) working days from written or email notification from WSU.

- 6) Security. STA, at its sole cost and expense, shall be responsible for providing security at the CCL Stations, and WSU shall have no responsibility or liability pertaining thereto.

3. TERM

This Agreement shall commence upon the date and year first written above and continue until the CCL Stations are permanently closed by STA, unless sooner terminated in accordance with Section 9 herein.

4. COMPENSATION

Compensation between the Parties consists of the mutual benefits received under this Agreement.

5. NOTICES

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; (3) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; (3) three (3) business days after the date of mailing by regular mail, postage prepaid; or (4) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

<b>Washington State University</b>	<b>Spokane Transit Authority</b>
Jon Schad Director of Facility Operations Washington State University PO Box 1495 Spokane, WA 99210  E: <a href="mailto:jschad@wsu.edu">jschad@wsu.edu</a> P: (509) 358-7991 F: (509) 358-7505	Robert West Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:rwest@spokanetransit.com">rwest@spokanetransit.com</a> P: (509) 325-6062 F: (509) 325-6036

6. COMMUNICATIONS

Any administrative or operational communications required by the Parties' obligations under this Agreement shall be directed to the Parties' representatives below:

<b>Washington State University</b>	<b>Spokane Transit Authority</b>

<p>Eric M. Smith, P.E.  Project Manager  Washington State University  PO Box 1495  Spokane, WA 99210</p> <p>E: eric.smith2@wsu.edu  P: (509) 358-7629  F: (509) 368-6990</p>	<p>Daniel M. Wells  Deputy Director of Capital Development  Spokane Transit Authority  1230 W Boone Ave  Spokane, WA 99201</p> <p>E: <a href="mailto:dwells@spokanetransit.com">dwells@spokanetransit.com</a>  P: (509) 343-1695  F: (509) 325-6050</p>
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Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by facsimile or email, addressed to the designated representative of the Parties as set forth above, or as may be revised by written notice in accordance with Section 7 of this Agreement.

## 7. INDEMNIFICATION

Each Party shall be responsible for its acts, errors or omissions and the acts, errors or omissions of its regents, officers, directors, employees, agents, servants, volunteers, contractors and subcontractors.

To the fullest extent permitted by law, and as partial consideration for WSU entering into this Agreement, STA shall indemnify, defend, hold harmless, and waive any and all claims against the state of Washington, WSU, and all their officers, directors, employees, and agents from and against any and all liability of any type or nature whatsoever to persons or property resulting from or arising out of this Agreement, STA's construction of the CCL Improvements, the use of WSU's property for the construction of STA's CCL Improvements and the negligent or intentional acts or omissions of STA's agents, contractors, subcontractors, employees, servants and volunteers, no matter what the loss, damage, or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is the result of the negligence of WSU, or its officers, agents or employees.

## 8. INSURANCE

At its own expense, STA shall procure and maintain during the entire term of this Agreement the insurance coverages and limits described in this Section 8. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington, or by a Public Entity Insurance Pool, authorized by RCW 48.62. Commercial insurers must have a rating of A or better by "Best's Insurance Reports," or a comparable rating by a company acceptable to WSU.

### A. Types of Required Insurance.

- 1) STA shall maintain General Liability Insurance covering any and all claims for bodily injury, personal injury, or property damage arising on WSU's Spokane Campus, arising out of STA's use of WSU's property and/or STA's performance of this Agreement. Such insurance must include liability coverage with limits not less than those specified below:

Combined Single Limits per Occurrence: \$3,000,000  
Annual Aggregate: \$5,000,000

- 2) STA shall maintain Automobile Liability Insurance for vehicles used in the performance of this Agreement with limits of not less than \$3,000,000 per accident combined single limit (CSL).
- 3) STA shall maintain:
  - a) State of Washington Worker's Compensation Insurance or equivalent, with respect to any work by STA's employees on or about WSU's Spokane Campus, including the WSU Spokane Pedestrian Mall, and on any improvements located thereon;
  - b) Employer's Liability or Stop Gap insurance coverage with limits not less than those specified below. Insurance must include bodily injury coverage with limits not less than those specified below:

Each Employee  
 Policy Limit: \$1,000,000  
 By Accident: \$1,000,000  
 By Disease: \$1,000,000

B. Terms of Insurance. The policies required under this Section 8 shall name WSU, its officers, employees, and agents as additional insureds, and STA shall provide WSU a Certificate of Insurance evidencing the same within ten (10) business days following execution of this Agreement and shall maintain the above insurance at all times this Agreement is in effect. Furthermore, all policies of insurance shall meet the following requirements:

- 1) Policies shall be written as primary policies not contributing with and not in excess of coverage that the State of Washington and/or WSU may carry;
- 2) Policies shall expressly provide that such insurance may not be canceled or non-renewed with respect to WSU except upon thirty (30) days prior written notice from the insurance company/pool to WSU;
- 3) All liability policies must provide coverage on an occurrence basis; and
- 4) Liability policies shall not include exclusions for cross liability.

C. Proof of Insurance. STA shall furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to WSU and executed by a duly authorized representative of each insurer showing compliance with the insurance requirements described in this Section 8 and, if requested, copies of policies to WSU. The Certificate of Insurance shall reference WSU, WSU's Spokane Campus and this Agreement. Receipt of such certificates or policies by WSU does not constitute approval by WSU of the terms of such policies. STA acknowledges that the coverage requirements set forth herein are the minimum limits of insurance that STA must purchase to enter into this Agreement. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve the STA from liability for losses and settlement expenses greater than these amounts.

## 9. INDEPENDENT CAPACITY

- A. Employees. The employees or agents of each Party to this Agreement will continue to be employees or agents of that Party and will not be considered for any purpose to be employees or agents of any other Party.
- B. No Partnership and No Third-Party Beneficiaries. It is agreed by the Parties that this Agreement does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in a third party.

#### 10. TERMINATION

- A. Specific Performance Required. The Parties acknowledge that time is of the essence and this Agreement calls for specific performance. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.
- B. Waiver of Default or Breach. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such by written instrument signed by the Parties hereto.

#### 11. FORCE MAJEURE

In the event that any Party's obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, weather event, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of any Party, then the Parties shall be released from performance under this Agreement. Parties hereby waive any claim for damages or compensation for such delay or failure to perform.

#### 12. REMEDY

The sole remedy for STA is specific performance and actual damages. The sole remedy for WSU is actual damages and termination. WSU is not entitled to any other remedy in damages or equity.

#### 13. COMPLIANCE WITH LAWS

Each Party to this Agreement shall comply with all applicable federal, state and local laws and regulations.

#### 14. GOVERNING LAW & VENUE

This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the Parties as granted or imposed by state law. Any and all disputes concerning this Agreement must be resolved in the Superior Court of Spokane County, Washington. The Parties agree to exclusive personal jurisdiction, subject matter jurisdiction and the venue of this court. In the event that legal proceedings are necessary to enforce or interpret the terms of this Agreement, each Party shall be responsible for its own fees and expenses, including attorney's fees.

## 15. SUCCESSORS & ASSIGNS

This Agreement shall be binding on the Parties hereto and their successors and assigns. The Parties however agree that they will not assign or delegate the duties to be performed under this Agreement without prior written approval from the other Parties.

## 16. ENTIRE AGREEMENT

This Agreement and its attachments constitute the entire Agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

## 17. MODIFICATION

This Agreement may be amended or modified only by written instrument signed by the Parties hereto.

## 18. SEVERABILITY

Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state or local law or regulation, the remaining provisions shall continue in full force and effect. The Parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.

## 19. CIVIL RIGHTS

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, 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 (including sexual orientation and gender identity), race, color, religion, creed, marital status, familial status, 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.
- B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:

- 1) Race, Color, Creed, National Origin, Sex, Sexual Orientation, Gender Identity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the Parties agree to comply with all applicable equal employment opportunity requirements of U.S. Dept. of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R., Parts 60 et seq., (which implement Executive Order No.11246, “Equal Employment Opportunity,” as amended by Executive Order No. 13672, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity.” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this project. The Parties agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, sexual orientation, gender identity or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Parties agree to refrain from discrimination against present and prospective employees for reason of age.
- 3) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Parties agree to comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR, Part 1630, pertaining to employment of persons with disabilities.

C. WSU further agrees to include these requirements in each of its subcontracts resulting from or pertaining to this Agreement.

## 20. ANTI-KICKBACK

No officer or employee of STA or WSU, 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.

## 21. CONFLICT OF INTEREST

No employee, officer or agent of STA shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. the employee, officer or agent;
- B. any member of the employee, officer or agent’s immediate family;
- C. the employee, officer or agent’s partner; or
- D. an organization which employs, or is about to employ, any person from subsections 21.A-C has a financial or other interest in the firm selected for award.



## 22. TRADEMARKS AND LOGOS

The Parties to this Agreement are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Parties without first obtaining prior written consent from the other Party.

## 23. PUBLIC RECORDS ACT

Each Party to this Agreement understands and acknowledges that the other Party is subject to the Public Records Act, RCW 42.56, *et seq.*

## 24. AUDIT/RECORDS

The Parties shall maintain for a minimum of six (6) years following final payment all records related to their performance of this Agreement. The Parties shall provide access to authorized representatives of the State Auditor's office at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to this Agreement, the federal law shall prevail.

Records and other documents, in any medium, furnished by any Party to this Agreement to another Party, will remain the property of the furnishing Party, unless otherwise agreed. Subject to Paragraph 23 of this Agreement, the receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party or Parties are not erroneously disclosed to third parties.

## 25. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

## 26. ELECTRONIC SIGNATURES

A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of any original executed copy of this Agreement or such other ancillary agreement for all purposes.

27. SIGNATURES

The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

**Washington State University**

**Spokane Transit Authority**

Recommended By:

\_\_\_\_\_  
By:  
Title:

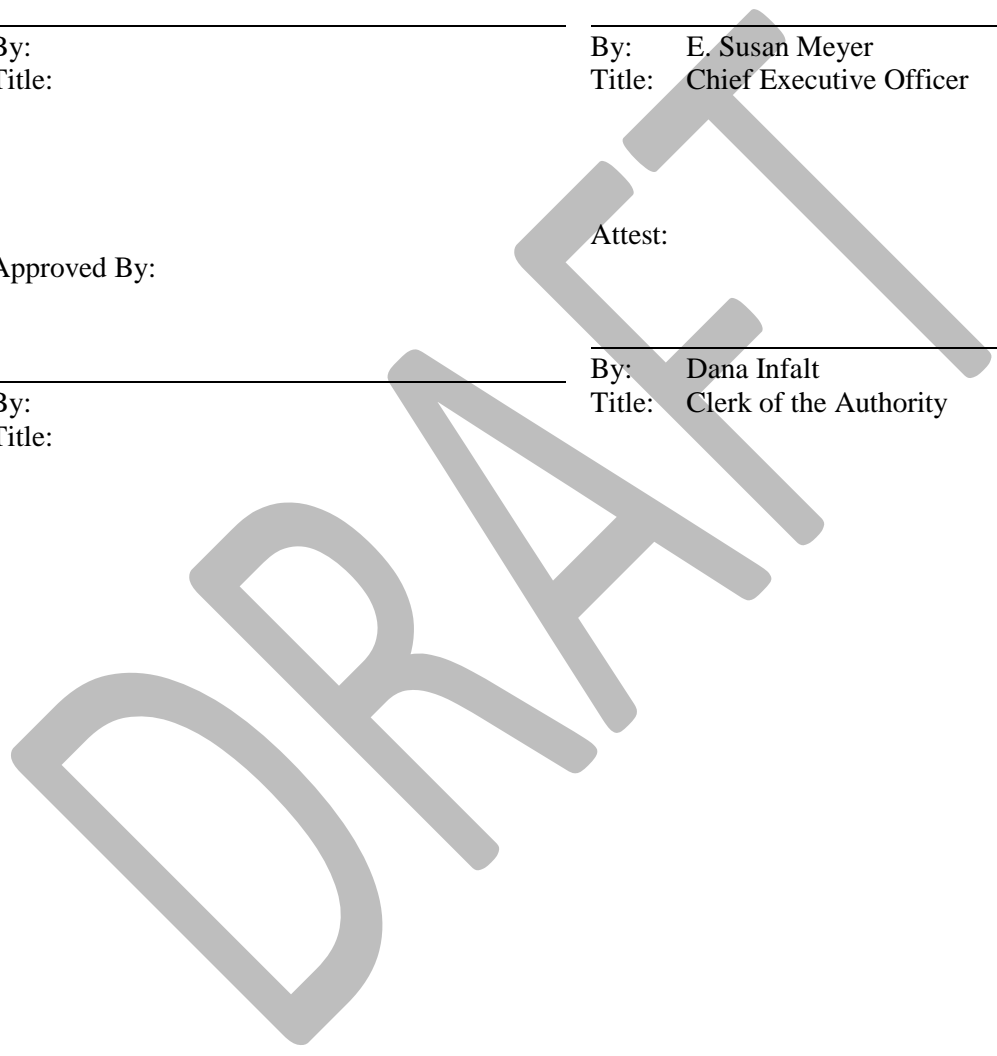
\_\_\_\_\_  
By: E. Susan Meyer  
Title: Chief Executive Officer

Approved By:

Attest:

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
By: Dana Infalt  
Title: Clerk of the Authority



**SPOKANE TRANSIT AUTHORITY**  
**PLANNING & DEVELOPMENT COMMITTEE MEETING**

July 10, 2019

**AGENDA ITEM 6A:**      **CENTRAL CITY LINE: ACTIONS ROAD MAP**

**REFERRAL COMMITTEE:**      N/A

**SUBMITTED BY:**              Karl Otterstrom, Director of Planning & Development

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**SUMMARY:**

The Central City Line is a 5.8-mile, corridor-based bus rapid transit (BRT) line that will operate between Browne's Addition and Spokane Community College, via downtown Spokane and the University District. This is a critical project within the *STA Moving Forward* plan to improve and expand transit to the region and partner in economic development.

As reported last month, there are significant milestones for the Central City Line project through the second half of 2019. Staff will provide an update on those actions.

**RECOMMENDATION TO COMMITTEE:** For discussion.

**SPOKANE TRANSIT AUTHORITY**

**PLANNING & DEVELOPMENT COMMITTEE MEETING**

July 10, 2019

**AGENDA ITEM 6B: SHARED MOBILITY PROJECT CRITERIA**

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Karl Otterstrom, Director of Planning & Development  
Mike Tresidder, Associate Transit Planner

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**SUMMARY:**

In the 2019 Strategic Plan, approved by the Board on October 18, 2018, one of the actions in Strategy 4 is to “explore mobility management.” The Strategic Plan notes that “STA will explore how the agency can efficiently meet customers’ evolving needs through a wide range of transportation options and services.”

STA staff have taken this direction and begun exploring a variety of shared mobility concepts. Note that this is an emerging field with shifting definitions, and STA staff currently feels that the term “Shared Mobility” better aligns with STA’s mission and its state-enabled authority in providing public transportation and expanding mobility to people of the region.

Shared Mobility can be defined as: *Transportation services and resources that are shared among users, either concurrently or one after another.*

By this definition, all the services that STA currently offers – fixed-route bus, vanpool, and paratransit – are shared mobility services. Other concepts that fall into this includes bike and scooter share, taxis/Ubers/Lyfts, mobility on demand services, carshare services, and mobility hubs.

STA staff have begun exploring how shared mobility concepts might be applied/supported by the agency to provide wider transportation options in the region. In May 2019 staff presented on the two primary shared mobility concepts identified for further exploration:

- On-Demand Services
- Mobility Hubs

At the conclusion of the May presentation, staff indicated they would return with proposed criteria for selecting shared mobility projects. The criteria were assembled to give Board members, staff, and our customers a transparent way of assessing the utility and feasibility of the application of various shared mobility concepts in the region.

Proposed Criteria	Purpose
Connect Spokane policy alignment	How does the proposed shared mobility project align with the adopted policies and strategies?
Transit Development Plan alignment	Assesses whether the goals of that project will be met through identified projects in the capital improvement program and/or the service improvement plan
Ridership Analysis <ul style="list-style-type: none"><li>• (Potential) Ridership (if existing line, estimate if not)</li><li>• Impacts on Paratransit</li></ul>	A simple assessment of how the proposed shared mobility project could impact ridership
Financial Analysis	Utilizing King County Metro methodology to assess financial viability of replacing fixed-route runs with shared mobility

**RECOMMENDATION TO COMMITTEE:** For discussion\_

**SPOKANE TRANSIT AUTHORITY  
PLANNING & DEVELOPMENT COMMITTEE MEETING**

July 10, 2019

**AGENDA ITEM 7: CEO REPORT - INFORMATION**

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** N/A

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**SUMMARY:**

At this time, the CEO will have an opportunity to comment on various topics of interest regarding Spokane Transit.

**RECOMMENDATION TO COMMITTEE:** N/A

**FINAL REVIEW FOR BOARD BY:**

Division Head \_\_\_\_\_

Chief Executive Officer \_\_\_\_\_

Legal Counsel \_\_\_\_\_

**SPOKANE TRANSIT AUTHORITY  
PLANNING & DEVELOPMENT COMMITTEE MEETING**

July 10, 2019

**AGENDA ITEM 9:            REVIEW SEPTEMBER 4, 2019 DRAFT COMMITTEE MEETING  
AGENDA – INFORMATION**

**REFERRAL COMMITTEE:**    N/A

**SUBMITTED BY:**            Karl Otterstrom, Director of Planning & Development

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**SUMMARY:**

At this time, members of the Planning & Development Committee will have an opportunity to review and discuss the items proposed to be included on the agenda for the September 4, 2019 Committee meeting.

Proposed agenda items include:

- Minutes of the June 5, 2019 Committee meeting – *Corrections/Approval*
- Award of Contract: Central City Line Telecommunications Provider – *Board Consent*
- Central City Line: Battery Electric Bus Purchase Order Authorization – *Board Consent*
- FTA Section 5310 Funding Awards Recommendation – *Board Consent*
- Scope of Work: Central City Line Construction – *Consent Agenda*
- Draft 2020 Operating and Capital Budgets – *Report*
- Draft 2020 Annual Strategic Plan – *Report*
- Division Line: Review Preliminary Alternatives – *Report*
- Division Line: Review Project Purpose and Need Statement – *Report*
- Zero Emission Technology Fleet Transition Evaluation Update – *Report*

**RECOMMENDATION TO COMMITTEE:**    Review and discuss.

**FINAL REVIEW FOR BOARD BY:**

Division Head \_\_\_\_\_

Chief Executive Officer \_\_\_\_\_

Legal Counsel \_\_\_\_\_

**SPOKANE TRANSIT AUTHORITY  
PLANNING & DEVELOPMENT COMMITTEE MEETING**

July 10, 2019

**AGENDA ITEM 10:      NEW BUSINESS**

**REFERRAL COMMITTEE:      N/A**

**SUBMITTED BY:              N/A**

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**SUMMARY:**

At this time, the Committee will have the opportunity to initiate discussion regarding new business relating to Planning & Development.

**RECOMMENDATION TO COMMITTEE: N/A**

**FINAL REVIEW FOR BOARD BY:**

Division Head \_\_\_\_\_

Chief Executive Officer \_\_\_\_\_

Legal Counsel \_\_\_\_\_

**SPOKANE TRANSIT AUTHORITY  
PLANNING & DEVELOPMENT COMMITTEE MEETING**

July 11, 2019

**AGENDA ITEM 11: COMMITTEE MEMBERS' EXPRESSIONS**

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** N/A

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**SUMMARY:**

At this time, members of the Planning & Development Committee will have an opportunity to express comments or opinions.

**RECOMMENDATION TO COMMITTEE:** N/A

**FINAL REVIEW FOR BOARD BY:**

Division Head \_\_\_\_\_

Chief Executive Officer \_\_\_\_\_

Legal Counsel \_\_\_\_\_