

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

## PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE

Wednesday, May 5, 2021 - 1:30 p.m.

**Via Video Conference**

**Committee Members:** [Click here to join the meeting](#)

**General Public:** [Click her to view the meeting](#)

**Audio Conference:** Call the number below and enter the access code  
+1-408-418-9388 | Access Code: 187 587 7905

### AGENDA

1. Call to Order and Roll Call
2. Committee Chair Report (*5 minutes*)
3. Committee Action (*5 minutes*)
  - A. Minutes of the March 31, 2021, Committee Meeting – *Corrections/Approval*
4. **Committee Action** (*35 minutes*)
  - A. Board Consent Agenda
    1. Spokane Regional Transportation Council (SRTC) Interlocal Agreement (*Meyer*)
    2. Award of Contract for Non-Diesel UST Replacement Project (*Nelson*)
    3. Award of Contract for WEX Fuel Card Conversion (*Nelson*)
  - B. Board Discussion Agenda
    1. May 2022 Service Revisions: Final Recommendation (*Otterstrom*)
5. **Reports to Committee** (*15 minutes*)
  - A. 2021 Van Grant Recipients Award (*Nelson*)
6. CEO Report (*15 minutes*)
7. Committee Information – *no discussion/staff available for questions*
  - A. 1<sup>st</sup> Quarter 2021 Performance Measures (*Nelson*)
  - B. March 2021 Operating Indicators (*Nelson*)
  - C. March 2021 Financial Results Summary (*Liard*)
  - D. April 2021 Sales Tax Revenue Information (*Liard*)
  - E. 1<sup>st</sup> Quarter 2021 Service Planning Input Report (*Otterstrom*)
8. June 2, 2021, Committee Meeting Draft Agenda Review (*5 minutes*)
9. New Business (*5 minutes*)
10. Committee Members' Expressions (*5 minutes*)
11. Adjourn
12. Next Committee Meeting (Via WebEx Virtual Conference): June 2, 2021, 1:30 p.m.

Agendas of regular Committee and Board meetings are posted the Friday afternoon preceding each meeting on 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. 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**  
**PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE**

May 5, 2021

**AGENDA ITEM 2** : COMMITTEE CHAIR REPORT

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Chris Grover, Chair, Performance Monitoring and External Relations

---

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

**RECOMMENDATION TO COMMITTEE:** Information only.

**SPOKANE TRANSIT AUTHORITY**

**PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE**

May 5, 2021

**AGENDA ITEM 3A :** MINUTES OF THE MARCH 31, 2021, PERFORMANCE  
MONITORING AND EXTERNAL RELATIONS COMMITTEE  
MEETING – CORRECTIONS OR APPROVAL

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Dawn Scartozzi, Executive Assistant to the Chief Operations Officer

---

**SUMMARY:** Attached are the minutes of the March 31, 2021, Performance Monitoring and External Relations Committee meeting for corrections or approval.

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

**COMMITTEE ACTION:**

**RECOMMENDATION TO THE BOARD:**

**FINAL REVIEW FOR BOARD BY:**

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

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

## PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE

### DRAFT

Minutes of the March 31, 2021 Meeting

Virtual WebEx

#### MEMBERS PRESENT

Chris Grover, City of Airway Heights\*  
Lori Kinnear, City of Spokane  
Josh Kerns, Spokane County  
Kate Burke, City of Spokane  
Don Kennedy, City of Medical Lake (*Ex-Officio*)  
Rhonda Bowers, Labor Representative (*non-voting*)  
E. Susan Meyer, CEO (*Ex-Officio*)

#### MEMBERS ABSENT

*none*

#### GUESTS

*none*

#### STAFF PRESENT

Brandon Rapez-Betty, Director of Communications and Customer Service  
Fred Nelson, Chief Operations Officer  
Karl Otterstrom, Director of Planning and Development  
Monique Liard, Chief Financial Officer  
Nancy Williams, Director of Human Resources & Labor Relations  
Dawn Scartozzi, Executive Assistant to the Chief Operations Officer

#### PROVIDING LEGAL COUNSEL

Laura McAloon, McAloon Law PLLC

\*Chair

---

#### 1. CALL TO ORDER AND ROLL CALL

Chair Grover called the meeting to order at 1:30 p.m. Introductions were made.

#### 2. COMMITTEE CHAIR REPORT

Spokane Transit is marking 40 years of service with a throwback bus livery which is inspired by the design painted on STA vehicles in the early 1980's. Chair Grover recognized Brandon Rapez-Betty for the great press release.

#### 3. COMMITTEE APPROVAL

##### A. Minutes of the March 3, 2021, Committee Meeting

**Ms. Kinnear moved to approve the March 3, 2021, Committee meeting minutes. Ms. Burke seconded, and the motion passed unanimously.**

#### 4. COMMITTEE ACTION

##### A. Board Consent Agenda

*(no items presented this month)*

##### B. Board Discussion Agenda

###### 1. Regional Summer Youth Pass Proposal

The Summer Youth Pass Program provided city children ages 6 to 18 years access to unlimited bus rides in June, July, and August 2019. The Summer Youth Pass provided an affordable, safe, and reliable ride to their destination and back.

The Spokane Youth Card, in partnership with the City of Spokane, Spokane Public Schools, and Spokane Transit, was suspended for 2020 due to the coronavirus (COVID-19) pandemic.

Ms. Kinnear provided information for discussion on the upcoming regional Summer Youth Pass proposal. She made the initial proposal at the March 18<sup>th</sup> Board meeting. Ms. Kinnear's proposal included information on the amount of money STA was receiving that could be used not just for the City of Spokane but for the Region. The City of Spokane has set aside funds in their budget for this program. Ms. Kinnear said she would like to make this a regional item, with STA taking the lead in creating the Summer Youth Pass Program to begin this summer as a pilot program.

Discussion ensued and it was determined to bring this item to the Board at the April 15<sup>th</sup> meeting for discussion and/or action.

Ms. Meyer noted the City of Spokane already budgeted \$150K for the 2021 Summer Youth Program and said she would like to see the City work with STA to find a transit related purpose, and use the funds already set aside for that purpose.

## 5. REPORTS TO COMMITTEE

### A. Community Access Pass Pilot Program Update (CAP)

Spokane Transit Authority (STA) partnered with nonprofit human services agencies (HSAs) to increase access to transit for vulnerable populations. Beginning September 1, 2020, for a 12-month pilot period, approved nonprofit HSAs can purchase 2-hour passes, Day passes, and Paratransit 1-ride passes at 50% off the regular fare price

Mr. Rapez-Betty provided a midterm update for the CAP Pilot Program: September 2020 – February 2021 (6 months).

- Health Service Agencies (HSA) approved to participate: 38
  - 70 applications requested and 40 submitted
  - 20 organizations are new or did not purchase passes in 2019
- Passes sold: 24,778
- Revenue: \$33,884

STA has received positive feedback from the community.

Marketing efforts include STA Board member outreach, calls to HSAs, meetings, and communication through all STA channels, including social media, advertising in Fig Tree, a nonprofit organization that serves the region.

The data reflects that STA has sold more passes under the pilot program in the first 6 months than in the same 6 months in 2019. He noted, it is difficult to draw conclusions when comparing 2020-2021 sales data with pre-pandemic conditions.

## 6. CEO REPORT

- Ms. Meyer provided an update on the Miles Ahead Washington Transportation Investments which was released from the House Transportation Package. There is a public hearing on House Bill 1564 April 1<sup>st</sup> at 9:00 a.m. to provide information on the spending side of the package. The Division BRT project is on the list of projects to be funded with carbon funding of \$50M. There were previous conversations about the Division BRT being part of a package and included it at \$25M. Ms. Meyer deferred to Karl Otterstrom and he provided additional specific information.
- The Senate passed the Base Transportation Budget, and the House will use it as framework for their Transportation budget. The federal funding that the State is going to receive has largely backfilled for

revenue for transportation. While Washington State overall has received more revenues of some types, transportation funding from gas taxes and fees is significantly down. If federal funding can be used to offset that, then it is possible that a revenue package with a smaller increase in fees or taxes could be contemplated. There are 26 days left in this session. Representative Riccelli is interested in including one of the projects in the Senate revenue package. All of STA's projects that competed and won Regional Mobility Grants are included in the budget, either as carry forward or recognized as new projects. Kudos to Karl Otterstrom and his team.

- Green Transportation Bill, STA received money for electric buses.
- Connecting Washington Money, STA received \$15M total for City Line.
- Many Regional Mobility Grant applications have succeeded.
- President Biden announced the American Job Plan. It is the infrastructure plan for 2 trillion dollars and 8 years. This will double funding for transit.
- Federal funding provides a significant amount of funding for STA. The 5307 formula is the funding mechanism being used for the American Rescue Plan. If this infrastructure plan passes, it will provide investments in service, transportation, water, and other infrastructure. Staff will be keeping track of that additional investment, which was submitted to Senator Murray's office for the Division BRT project, a \$75M request and the acceleration of the fleet to Zero-emissions, a \$30M request.
- March 2021 voter-approved Sales Tax Revenue (January Sales) continues to see a positive trend.
  - 8.7% above March 2020 actual (\$0.6M)
  - 4.8% YTD above 2020 actual (\$1.1M)
  - 21.3% YTD above budget (\$4.1M)
- City Line bus was revealed. The City Line is planned to go into service May 2022. STA is purchasing 9 additional buses and will have them within the next 3-4 months. Training is scheduled for mechanics, drivers, and training team on electrification of facility and vehicles.
- STA's Week of Gratitude was celebrated last week March 22-26. Brandon Ropez-Betty and the team were recognized for the outstanding job they did coordinating the distribution of items to all staff, who were recognized throughout the week for their contribution to providing essential service throughout the pandemic.
- Spokane Transit marks its 40 years of service with a throwback bus livery that went into service on Wednesday, March 31. The vintage livery is a replica design introduced on STA vehicles in the early 1980's. The color scheme was adopted from Expo 74 which represents the earth and sky. The agency will also feature a 40-year commemorative logo, prominently featured on the vintage livery bus, and throughout its various communication channels for the rest of 2021.

## 7. COMMITTEE INFORMATION

- 2020 Year-End Performance Measures
- February 2021 Operating Indicators
- February 2021 Financial Results Summary
- March 2021 Sales Tax Revenue Information
- May 2021 Service Change Summary
- May 2022 Service Revisions: Draft Recommendation
  - Chair Grover requested the committee members review this draft recommendation, noting the final recommendation will be made to the Board at the April 15th meeting.

## 8. MAY 5, 2021 - COMMITTEE PACKET DRAFT AGENDA REVIEW

Ms. Kinnear moved to approve the May 5<sup>th</sup> Draft Agenda. Mr. Kerns seconded, and the motion passed unanimously.

9. NEW BUSINESS

*(none)*

10. COMMITTEE MEMBERS' EXPRESSIONS

Chair Grover recognized the CEO's update. He stated he is honored to be a part of the STA team and also extended thanks to other board members for their services as well.

Lori Kinnear stated she is proud to be associated with Susan Meyer and the STA team.

11. ADJOURN

Chair Grover adjourned the meeting at 2:28 p.m.

12. NEXT MEETING – WEDNESDAY, MAY 5, 2021, 1:30 P.M, VIA WEBEX

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "DSC", is written above the typed name.

Dawn Scartozzi  
Executive Assistant to the Chief Operations Officer

**SPOKANE TRANSIT AUTHORITY**

**PERFORMANCE MONITORING AND EXTERNAL RELATIONS MEETING**

May 5, 2021

**AGENDA ITEM 4A.1 : SPOKANE REGIONAL TRANSPORTATION COUNCIL (SRTC)  
INTERLOCAL AGREEMENT**

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** E. Susan Meyer, Chief Executive Officer

---

**SUMMARY:** The Spokane Regional Transportation Council (SRTC) undertook a revision of its Interlocal Agreement beginning in November 2020 which was approved on April 15, 2021 by a group of signatories to the agreement. This Interlocal Agreement defines how SRTC and its member agencies cooperate and coordinate in the regional transportation planning process.

Attached for the Committee's review and consideration are the following documents:

- 1) An introductory letter from the SRTC Interim Executive Director highlighting the changes to the proposed 2021 SRTC Interlocal Agreement
- 2) The proposed 2021 SRTC Interlocal Agreement
- 3) The existing SRTC Interlocal Agreement, approved in 2013
- 4) The proposed resolution to adopt the new SRTC Interlocal Agreement

Staff recommends the proposed 2021 SRTC Interlocal Agreement be approved by the Board.

**RECOMMENDATION TO COMMITTEE:** Review and recommend the Board approve, by resolution, the proposed 2021 Spokane Regional Transportation Council (SRTC) Interlocal Agreement, as attached.

**COMMITTEE ACTION:**

**RECOMMENDATION TO BOARD:**

**FINAL REVIEW FOR BOARD BY:**

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

**1) INTRODUCTORY  
LETTER FROM THE SRTC  
INTERIM EXECUTIVE  
DIRECTOR**

April 19, 2021

E. Susan Meyer, CEO  
Spokane Transit Authority  
1230 W Boone Ave  
Spokane WA 99201

Dear Ms. Meyer,

On April 15, 2021 a group of signatories to the SRTC Interlocal Agreement (ILA) approved language for a new agreement. This approval represented the culmination seven meetings that began last November. The purpose of the ILA is to define how SRTC and its member agencies will coordinate and cooperate in the regional transportation planning process. A copy of the proposed 2021 Interlocal Agreement is enclosed. For reference, a copy of our existing 2013 Agreement is also enclosed. **With this letter, I am asking that you take the 2021 Interlocal Agreement to your governing body for consideration and approval.**

The proposed ILA includes several changes to our existing 2013 agreement, as summarized below:

- **Section 2: Purpose and Designation:** The new agreement reaffirms the creation of SRTC as the state designated Regional Transportation Planning Organization (RTPO) and federally designated Metropolitan Planning Organization (MPO) for Spokane County.
- **Section 3: Powers, Functions and Duties of SRTC:** This section has been rewritten to define SRTC's boundaries and areas of jurisdiction, which were included as Section 4 in the 2013 agreement. The section also defines RTPO duties under state law, as well as SRTC's federal duties as an MPO and Transportation Management Area (TMA).
- **Section 4: SRTC Board of Directors:** This section replaces Section 5: Governing Body and Officers in the 2013 agreement. The signatories spent most of their time updating this section of the agreement. Significant changes include:
  - Expanding the Board to 21 voting representatives known as "Directors".
  - Establishing voting membership on the Board for the Spokane Tribe and Kalispel Tribe.
  - Establishing voting membership on the Board for the freight/rail representative and for the cities of Deer Park, Medical Lake, and Millwood.
  - Establishing a second voting seat for the City of Spokane Valley.
  - Establishing a shared seat on the Board for the towns of Fairfield, Latah, Rockford, Spangle and Waverly.
  - Eliminating the provision that would remove a Board member with three unexcused absences in a calendar year.
  - Updating the weighted voting system, as defined in Attachment 1.

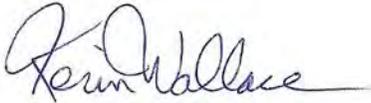
- Section 6: Officers and Standing Committees: This section establishes a rotation schedule for Board officers and affirms three standing committees: 1) Board Administrative Committee; 2) Transportation Advisory Committee; and 3) Transportation Technical Committee.
- The signatories reorganized several sections and made additional modifications throughout to make the new agreement read more clearly.

I would like to thank you for your continued support and participation in the regional transportation planning process. At your earliest convenience, please schedule the new SRTC Interlocal Agreement for consideration by your governing body.

Once approved, please contact Julie Meyers-Lehman, SRTC Administrative Coordinator by phone at (509) 343-6370 or by email at [juliemi@srtc.org](mailto:juliemi@srtc.org) and she will make arrangements for obtaining a signature from the appropriate representative of your governing body.

If you anticipate there will be questions from your governing body about the content of the new agreement, please feel free to contact me directly, either by telephone at (509) 435-3823 or by email at [kwallace@srtc.org](mailto:kwallace@srtc.org).

Sincerely,

A handwritten signature in black ink that reads "Kevin Wallace". The signature is written in a cursive style with a long horizontal flourish at the end.

Kevin Wallace  
Interim Executive Director

Enclosures: 2

- 1) Proposed 2021 SRTC Interlocal Agreement
- 2) Existing 2013 SRTC Interlocal Agreement

cc:

Stanley Schwartz, SRTC Legal Counsel

**2) 2021 PROPOSED SRTC  
INTERLOCAL AGREEMENT**

**INTERLOCAL AGREEMENT  
RELATING TO  
THE FORMATION AND OPERATION OF  
THE SPOKANE REGIONAL TRANSPORTATION COUNCIL  
AND OTHER MATTERS RELATING THERETO**

Spokane Regional Transportation Council  
421 W Riverside Ave.  
Spokane, Washington 99201

## Table of Contents

Section 1.	NAME/ORGANIZATION .....	1
Section 2.	PURPOSE AND DESIGNATION.....	2
Section 3.	POWERS, FUNCTIONS AND DUTIES OF SRTC .....	3
Section 4.	SRTC BOARD OF DIRECTORS.....	4
Section 5.	POWERS AND DUTIES OF SRTC BOARD OF DIRECTORS.....	8
Section 6.	OFFICERS AND STANDING COMMITTEES.....	10
Section 7.	ALLOCATION OF COSTS, APPROPRIATIONS, EXPENDITURES .....	12
Section 8.	REAL AND PERSONAL PROPERTY .....	12
Section 9.	INSURANCE .....	12
Section 10.	RELATIONSHIP BETWEEN SRTC, CITY, TOWN AND COUNTY GOVERNMENTS.....	13
Section 11.	TERMINATION OF MEMBERSHIP .....	13
Section 12.	EFFECTIVE DATE AND BINDING AGREEMENT .....	13
Section 13.	NEW MEMBERS .....	13
Section 14.	MODIFICATION .....	13
Section 15.	SUCCESSOR IN INTEREST.....	14
Section 16.	DEFAULT .....	14
Section 17.	REMEDIES.....	14
Section 18.	GENERAL TERMS.....	14
Section 19.	CHAPTER 39.34 RCW REQUIRED CLAUSES .....	15
ATTACHMENT 1	.....	16
ATTACHMENT 2	.....	17

Return To:

Spokane Regional Transportation Council  
421 W. Riverside Ave., Ste. 500  
Spokane, WA 99201

**INTERLOCAL AGREEMENT RELATING TO THE FORMATION AND  
OPERATION OF THE SPOKANE REGIONAL TRANSPORTATION  
COUNCIL AND OTHER MATTERS RELATING THERETO.**

This AGREEMENT, is made and entered into among the County of Spokane, a political subdivision of the State of Washington (**County**), the City of Spokane, a municipal corporation of the State of Washington (**Spokane**), the City of Spokane Valley, a non-charter code city of the State of Washington (**Spokane Valley**), the Washington State Department of Transportation, an agency of the State of Washington (**WSDOT**), the Washington State Transportation Commission (**WSTC**), the Spokane Transit Authority, a municipal corporation of the State of Washington (**STA**), and other Cities and Towns within Spokane County, each a "**Party**" and jointly the "**Parties.**"

**RECITALS**

**WHEREAS**, a regional transportation planning organization (**RTPO**) may be formed through voluntary association of local governments as set forth in RCW 47.80.020;

**WHEREAS**, an RTPO shall encompass "one complete county," "have a population of at least 100,000," and "at least 60% of the cities and towns within the region representing a minimum of seventy-five percent of the cities' and towns' population;" and

**WHEREAS**, RTPOs are intended to be integrated with the metropolitan planning organization program in urbanized areas (WAC 468-86-060).

**NOW, THEREFORE**, it is hereby agreed by the Parties:

**Section 1. NAME/ORGANIZATION**

By prior agreements, the Parties previously created and continued a voluntary association known as the "Spokane Regional Transportation Council" (**SRTC**) for purposes of providing regional transportation planning within its boundaries pursuant to state and federal law. The Parties hereby reaffirm and continue the existence of SRTC through this Agreement. Upon ratification of this Agreement as set forth herein it shall supersede all prior repealed agreements listed herein and the Parties expressly hereby rescind and repeal:

An Interlocal Agreement among Spokane County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation, Spokane Transit Authority and other Cities and Towns within Spokane County, to form the Spokane Regional Transportation Council, define its organization and powers, and its jurisdictional area last dated April, 2013.

For historical and chronological reference and without reviving any prior terms of any repealed agreement, listed below are the prior agreements regarding SRTC:

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

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

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

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

An Interlocal Agreement among Spokane County, City of Spokane, Washington State Department of Transportation, Spokane Transit Authority, and other Cities and Towns within Spokane County to form a Spokane Regional Transportation Council, Define its Organization and Powers, and Establish a Regional Council Jurisdictional Area dated April 28, 2003.

An Interlocal Agreement among Spokane County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation, Spokane Transit Authority and other Cities and Towns within Spokane County, to form the Spokane Regional Transportation Council, define its organization and powers, and its jurisdictional area last dated October 23, 2010.

## **Section 2. PURPOSE AND DESIGNATION**

The purposes of this Agreement are:

A. To reaffirm the creation and continued existence of SRTC as the state Regional Transportation Planning Organization (RTPO) for the incorporated and unincorporated area of Spokane County pursuant to chapter 36.70A RCW (Growth Management Act)

and chapter 47.80 RCW (Regional Transportation Planning Organizations), each as currently adopted or as amended; and

B. To reaffirm and continue the designation of SRTC as the federal Metropolitan Planning Organization (MPO) for the region and any designated Transportation Management Area (TMA) within the incorporated and unincorporated areas of Spokane County pursuant to 23 USC §§ 134 and 135, 49 USC §§ 5303 and 5304, 23 CFR Parts 450 and 771 and 49 CFR Part 613, each as currently adopted or as amended.

This Agreement is not intended to constitute any change in SRTC's status as the region's RTPO or MPO and the Parties hereby find that the execution of this Agreement is not a redesignation of the MPO pursuant to 23 CFR § 450.310(j).

### **Section 3. POWERS, FUNCTIONS AND DUTIES OF SRTC**

#### **A. BOUNDARIES AND AREA OF JURISDICTION**

The boundaries of SRTC shall be the boundaries of Spokane County, Washington and shall include all incorporated and unincorporated area of Spokane County, Washington. If required by the laws or regulations of the State of Washington or of the government of the United States of America, the boundaries and jurisdiction of SRTC shall automatically change to include contiguous areas across county or state boundaries or borders, as designated by the appropriate governmental agency.

#### **B. REGIONAL TRANSPORTATION PLANNING ORGANIZATION**

SRTC shall conduct and administer regional transportation planning and funding programs and shall perform and execute all powers, functions and responsibilities of the region's RTPO pursuant to chapter 47.80 RCW and chapter 468-86 WAC, as currently adopted or as amended.

#### **C. REGIONAL TRANSPORTATION DUTIES**

SRTC shall: (1) prepare and periodically update a transportation strategy for the region; (2) prepare a transportation plan in cooperation with WSDOT, STA, and local governments that is consistent with countywide planning policies under Chapter 36.70A RCW; (3) certify that the transportation elements of comprehensive plans adopted within the SRTC boundaries comply with RCW 47.80.023(3); (4) develop a six-year regional transportation improvement program which proposes regionally significant transportation projects and programs, as well as, transportation demand management measures; and (5) review level of service methodologies for cities and counties planning under Chapter 36.70A RCW to promote a consistent regional evaluation of transportation facilities and corridors (RCW 47.80.023(8)).

## D. METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION

SRTC shall perform and execute all powers, functions and responsibilities of the region's MPO pursuant to 23 USC §§ 134 and 135, 49 USC §§ 5303 and 5304, 23 CFR Parts 450 and 771 and 49 CFR Part 613, as currently adopted or as amended, including the preparation and annual update of the Metropolitan Transportation Plan for the region.

## E. TRANSPORTATION MANAGEMENT AREA

SRTC shall perform all of the functions necessary to support designated TMAs within its boundaries by addressing congestion management within the multimodal transportation system, all pursuant to 23 CFR Part 450 and 23 CFR § 500.109.

### **Section 4. SRTC BOARD OF DIRECTORS**

#### A. BOARD COMPOSITION

The SRTC Board of Directors (**Board**) is the policy board providing advice and guidance to SRTC (the RTPO and the federal MPO). The composition of the Board shall at all times conform to all applicable laws and regulations for voting and non-voting membership, with representation and/or participation on the Board pursuant to chapter 47.80 RCW; 23 USC §§ 134,135; 49 USC §§ 5303, 5304; and 23 CFR Part 450. In the event of a change in the above-cited state or federal laws and regulations requiring a change to the composition of the Board, such change shall be completed prior to the effective date set forth by statute or regulation.

#### B. TRIBAL MEMBERSHIP

RCW 47.80.020(2) states:

In order for a regional transportation planning organization to be eligible to receive state funds that are appropriated for regional transportation planning organizations, a regional transportation planning organization must provide a reasonable opportunity for voting membership to federally recognized tribes that hold reservation or trust lands within the planning area of the regional transportation planning organization. Any federally recognized tribe that holds reservation or trust land within the planning area of a regional transportation planning organization and does not have voting membership in the regional transportation planning organization must be offered voting membership in the regional transportation planning organization every two years or when the composition of the board of the regional transportation planning organization is modified in an interlocal agreement.

In accordance with RCW 47.80.020(2), each federally recognized tribe within the SRTC boundaries shall be offered a voting position on the Board as set forth in this Agreement promptly following the ratification of this Agreement. The Board shall review and ensure

SRTC's compliance with RCW 47.80.020 every two years following the date of ratification of this Agreement or whenever this Agreement is modified.

### C. VOTING PARTIES

Effective with the ratification of this Agreement, the Board shall be comprised of 21 voting representatives known as the "**Directors**": The number of Directors are based upon the Representative Entity.

<b>VOTING BOARD POSITIONS - Representative Entity</b>	<b>Number of Director Seats available</b>	<b>Total Number of Directors</b>
Spokane County	2	2
City of Spokane	2	2
City of Spokane Valley	2	2
Tier Two Cities/Towns (population <sup>1</sup> range 1,501-95,000) <sup>2</sup>	1 seat per City	6
Tier One Cities/Towns (population $\leq$ 1,500) <sup>3</sup>	1 shared seat	1
Spokane Transit Authority	1	1
WSDOT	1	1
WSTC	1	1
Qualifying Tribal Government	1 seat per Tribe	2
Spokane International Airport Board	1	1
Representative of Major Employer within SRTC boundaries	1	1
Representative of Rail Industry	1	1
<b>TOTAL VOTING DIRECTORS</b>		<b>21</b>

If applicable, a change in the official population estimate of a city or town will automatically result in such city automatically utilizing the same number of Director appointments as other cities or towns of the same population tier in the table above, Population estimates

<sup>1</sup> Population is determined using the most recent Decennial Census numbers, as annually updated and estimated by the Department of Commerce, Office of Financial Management.

<sup>2</sup> Tier Two Cities/Towns currently consist of Airway Heights, Cheney, Deer Park, Liberty Lake, Medical Lake and Millwood

<sup>3</sup> Tier One Cities/Towns currently consist of Fairfield, Latah, Rockford, Spangle, and Waverly

for purposes of Board representation shall be based on the published materials of the Washington State Department of Commerce, Office of Financial Management.

In addition to the voting Directors, the Board shall have up to 17 *ex officio* (nonvoting) Directors of the Board:

<b>NONVOTING BOARD POSITIONS – Representative Entity</b>	<b>Number of Seats Available</b>	<b>Total Number of Directors</b>
Chair of Transportation Advisory Committee	1	1
Chair of Transportation Technical Committee	1	1
All Elected State Legislators within SRTC boundaries <sup>4</sup>	Up to 15	15
<b>TOTAL NONVOTING DIRECTORS</b>		<b>17</b>

#### D. APPOINTMENT OF DIRECTORS AND ALTERNATES

##### 1. Directors with Voting Rights

- a. Voting Directors and alternates shall be appointed by their representative entity according to the procedures of the appointing entity.
- b. Directors and alternates appointed by Spokane County and the incorporated cities and towns shall be an elected official of the appointing jurisdiction.
- c. Spokane County and the incorporated cities and towns shall provide written notice of their Director and/or alternate appointment(s) to SRTC not later than sixty (60) days after ratification of this Agreement. Thereafter, appointments shall be provided to SRTC not later than March 1 following the expiration of a Director’s term of appointment.
- d. Directors and/or alternates appointed by the State of Washington shall be appointed in accordance with the respective procedures of WSDOT and WSTC.
- e. The Director representing Spokane Transit Authority shall be the Chief Executive Officer (CEO) of the Authority or an alternate as designated by the CEO in writing.

---

<sup>4</sup> Legislative Districts 3, 4, 6, 7, 9 are currently within the boundaries of SRTC.

- f. The Director representing Spokane International Airport shall be the Chief Executive Officer (CEO) of the Spokane International Airport or an alternate as designated by the CEO in writing.
  - g. A voting Director or alternate may exercise full voting rights on the Board immediately upon receipt of the written notice of appointment by SRTC.
  - h. Alternates for a voting Director shall serve in the same representative capacity for the appointing entity as the voting Director.<sup>5</sup> The duration of an alternate's appointment shall be set forth in written notice to SRTC.
  - i. Directors appointed by the SRTC Board shall be appointed annually to a three-year term from January 1 through December 31 of each year.
  - j. The Board representatives for a Major Employer and the Rail Industry shall be recruited by the Board and confirmed by a majority vote of the Board.
2. *Ex officio* Non-Voting Directors
- a. Elected State Legislators of any legislative district that is wholly or partially within the boundaries of SRTC may attend and participate in any SRTC Board member during their term of office.
  - b. Directors serving on the SRTC Board by virtue of their status as the chair of the Transportation Technical Committee (TTC) or Transportation Advisory Committee (TAC) shall be deemed Directors concurrent with their term as the TTC or TAC chair.

## E. DIRECTOR TERMS, REMOVAL AND VACANCY

1. All Directors shall be appointed to a term of three (3) years or the remaining term of office for the departing Director, whichever is less. Each Director shall hold office until their successor has been selected, unless such person is legally ineligible to hold such position due to expiration of the elected term, resignation, or other required precedents to appointment.
2. When a Director has three unexcused absences from regular Board meetings during a calendar year, the Board, following an approved motion, shall send a letter to the representative's Party requesting that a new Director be appointed to the Board. An excused absence shall be approved by motion and majority approval of the Board at the meeting from which the Director is absent or at the next regular meeting immediately following the Director's absence.
3. In the event a Director leaves elected office or an appointed position is no longer entitled to a position on the Board, the Director position shall be deemed vacant. Thereafter, the representative entity shall appoint a new Director and notify SRTC of the appointment in writing. An appointed alternate may temporarily fill the

---

<sup>5</sup> For avoidance of doubt, an alternate for an elected official must be an elected official from the same jurisdiction or based on the membership category from either a Tier One or Tier Two City/Town.

vacant position until such time as written notice of a new Director appointment is received by SRTC.

#### F. MEETINGS AND QUORUM

1. The Board shall hold regular monthly meetings, pursuant to public notice and conduct its regular and special meetings in accordance with chapter 42.30 RCW (Open Public Meetings Act). The Chair may call special meetings of the Board as deemed necessary and shall call a special meeting at the request of a majority of the Board. All committees of the Board shall comply with chapter 42.30 RCW as applicable.
2. A quorum for the purpose of conducting business at any regular or special meeting shall consist of a simple majority of the voting Directors of the Board or designated alternate as applicable.
3. In the event that any available voting Director position on the Board is vacant due to lack of an appointment by the representative entity, such vacant position shall not be included in determining the quorum necessary for Board action.
4. Voting Directors of the Board, or their appointed alternates, shall be entitled to cast a single vote in favor of or against any action, provided, the right to cast a vote shall be dependent upon attendance in accordance with the adopted bylaws or rules of procedure at the regular or special meeting at which the action is taken.

#### G. WEIGHTED VOTING

1. To provide a measure of proportionate representation between the Parties, the Board shall utilize a weighted voting process, which may be requested on any action item by any two voting Directors from different representative entities. A request for a weighted vote shall be stated on the record and seconded by another voting Director either: (1) prior to the vote on the proposed motion; or (2) after the vote but prior to the Board taking action on the next immediate agenda item. Following the request for weighted voting, the Chair shall thereafter conduct a weighted vote on the matter, with the weight of each vote calculated according to the percentages set forth as Attachment 1, Weighted Voting Matrix. If the weighted vote achieves greater than fifty percent (50%) of the vote or 22 votes, the weighted vote shall take precedence over a prior non-weighted vote.
2. A weighted vote may not occur with respect to the adoption of bylaws and rules of procedure (See Section 5(A)), the appointment or discharge of the Executive Director (See Section 5(C)(1)) and adoption of the SRTC budget (See Section 7).

### **Section 5. POWERS AND DUTIES OF SRTC BOARD OF DIRECTORS**

A. Consistent with the terms of this Agreement, the Board shall adopt bylaws and/or rules of procedure for the conduct of business, including identifying a regular meeting day, time and location, adopting a standardized agenda format and such other matters

relating to the conduct of the Board's business. Such bylaws or rules shall be adopted and amended by affirmative vote of two-thirds of the voting Directors of the Board.

B. The Board shall prepare and adopt a proposed annual work program and budget for each calendar year.

1. The detailed annual work program shall list specific work projects to be undertaken by SRTC. The Executive Director or designee shall confer with and inform the Parties concerning the preparation of and progress on the technical areas of work programs and projects. The proposed annual budget shall set forth the methodology for determining the allocation of costs and expenses to each Party.
2. The Executive Director shall submit the proposed work program and budget for the next calendar year to the Board not later than September 15 annually. Upon approval by the Board, the SRTC budget and related contributions shall be approved or rejected by each Party and notice of such approval or rejection shall be provided to SRTC not later than November 1 of each year. Parties which have not previously been required to contribute funds toward the SRTC annual budget, or Parties who have annual contributions increased by more than 15% over the prior calendar year's contribution shall be given written notice of such proposed increase at least one year in advance of any such increase.
3. Following a request from a Party to perform services on a specific project that is not identified in the work program, the Board may impose a special assessment on the requesting Party. The special assessment shall cover all costs and expenses associated with the specific project and shall be documented in a writing signed by the Party and SRTC.
4. The annual budget and/or work program of the Council may be amended in the same manner as originally adopted pursuant to this Agreement, provided such amendment does not require additional budget appropriations from the Parties in excess of the contributions already adopted for that budget year.

C. Within its adopted budget, the Board shall determine the positions, duties, and working conditions of employees to conduct the work of SRTC, including the duties and authority of an Executive Director.

1. The Executive Director shall be appointed by and serve solely at the pleasure of the Board, provided the appointment or discharge of the Executive Director shall require the affirmative vote of at least two-thirds of the voting Directors of the Board.
2. The Board shall adopt policies and procedures to establish the duties and authority of the Executive Director, including authority to make financial expenditures on behalf of the Board, subject to the annual adopted budget.

3. Unless otherwise determined by the Board, employees are at-will and shall be hired, terminated, and work under the direction of the Executive Director.

D. In addition to other powers set forth in this Agreement, the Board is authorized to conduct all necessary business of SRTC and shall have the power to:

1. Retain an Executive Director and fix the salaries, wages and other compensation of all officers and employees of SRTC in a manner consistent with similar professional work;
2. Adopt and revise employee policies plus other conditions of employment;
3. Employ or contract with such engineering, legal, financial and other specialized personnel as may be necessary to accomplish the purposes of SRTC;
4. Approve and authorize application(s) for or acceptance of any grants, provided, in instances where a grant application must be submitted prior to the next regularly scheduled meeting of the Board so that timely Board approval cannot be obtained, the grant application may still be submitted with mutual approval of the Chair and Vice-Chair;
5. Contract with the United States or any agency thereof, any state or agency thereof, any county, city, special purpose district or governmental agency and any private person, firm or corporation for the purpose of receiving grants or other financial support necessary to accomplish the purposes of SRTC;
6. Adopt such policies and procedures as deemed necessary and appropriate to comply with all applicable laws and regulations of the State of Washington for the operation of SRTC;
7. Have all other powers that are necessary to carry out the purposes of SRTC under chapter 47.80 RCW, and chapter 468-86 WAC and 23 USC §§ 134,135; 49 USC §§ 5303, 5304; and 23 CFR Part 450 as currently adopted or as amended.

E. All actions taken by the Board shall be motion or resolution approved by a favorable vote of a majority of those voting Directors present

## **Section 6. OFFICERS AND STANDING COMMITTEES**

A. Officers and Elections:

1. The Board shall select a Chair and Vice-Chair ("**Officers**") from among the voting Directors . The Officers shall be elected by majority vote of the Directors at the first regular meeting of the calendar year. Only representatives who are elected officials may be Officers. *Ex officio* and non-voting Directors may not serve as Officers.

2. To be eligible for the Chair position, a Director shall have served on the Board for at least one year prior to taking office as Chair and shall hold a voting position on the Board.
3. The term for each Officer position shall be one year.
4. The office of the Chair shall rotate on a yearly basis among the following Parties in the following sequence beginning on January 1, 2022 as follows:
  - a. Towns and cities, excluding the cities of Spokane and Spokane Valley;
  - b. City of Spokane;
  - c. Spokane County; and
  - d. City of Spokane Valley.

In any year, the rotation for the office of the Chair may be altered at the request of the jurisdiction holding the right to the Chair position, upon motion and approval of a majority of the voting members of the Board, at a regular or special meeting of the Board.

5. The Chair shall preside at all meetings of the Board. In the event of the Chair's absence or inability to preside, the Vice Chair shall assume the duties of the Chair; provided, if the Chair is permanently unable to preside, the Board shall select a new Chair following the rotation set forth in Section 6(A)(4). If a vacancy in the office of Vice Chair exists, the Board shall select a new Vice Chair for the remainder of the vacated term. If neither the Chair nor the Vice Chair is available, a majority of the remaining Board may by a majority vote of those present appoint a presiding officer for one meeting.

#### B. Board Committees

The Board shall create or maintain the following standing committees:

1. Administrative Committee
2. Transportation Advisory Committee
3. Technical Advisory Committee

C. A quorum for the purpose of transacting committee business shall consist of a simple majority of the members present. No committee shall have the authority to bind the Board or SRTC. The Board shall further define the duties and powers of each Committee by Resolution to contain at a minimum the statement of purpose, duties, responsibilities, and other matters, provided, the Board shall not delegate any of its decision-making authority to any Committee.

D. The Board may create *ad hoc* committees as it deems necessary, subject to Section 6(C), above.

## **Section 7. ALLOCATION OF COSTS, APPROPRIATIONS, EXPENDITURES**

After approval of the SRTC budget, no Party may terminate or withhold its financial contribution to SRTC during the stated budget year.

A. It is anticipated that most projects and programs of SRTC will involve mutual benefit to the Parties, whether direct or indirect. Costs of the annual budget expenditures shall be divided among the Parties as recommended by the Board and approved by the Parties in the budget approval process set forth in this Agreement. Additional financial contributions to SRTC may be made to accomplish projects and programs deemed to be of particular pertinence or benefit to one or more of the Parties.

B. Upon approval of the annual SRTC budget by the Parties, each funding Party shall submit its financial contribution to SRTC on or before January 20 of the new budget year. All such funds contributed to SRTC shall be deposited in the public treasury of the City of Spokane or the public treasury of any other Party as so agreed upon by the Parties; and such deposit shall be subject to the same audit and fiscal controls as the public treasury where the funds are so deposited. These funds shall be used in accordance with the adopted work plan and budget.

C. The Executive Director may make expenditures pursuant to the approved SRTC budget, work plan, and approved policies and procedures, and shall maintain records of expenditures and report monthly to the Board on budget activity.

D. Payment of all claims shall be signed by the Executive Director or designee and approved monthly by the Board. Such claims, with proper affidavits required by law, shall then be certified for payment or as arranged by the Board.

## **Section 8. REAL AND PERSONAL PROPERTY**

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

B. SRTC shall not acquire or own real property.

## **Section 9. INSURANCE**

The Board shall obtain property and liability insurance for the matters set forth in this Agreement with coverages and limits reasonably determined by the Board. Insurance

coverage for comprehensive general liability, auto liability, employment practices liability, public official errors and omissions liability, shall not be less than \$10,000,000 in the aggregate.

#### **Section 10. RELATIONSHIP BETWEEN SRTC, CITY, TOWN AND COUNTY GOVERNMENTS**

This Agreement is not intended to, and does not, supersede any duties or responsibilities under chapter 36.70A RCW of a governing body or planning commission for any city, town or the County.

#### **Section 11. TERMINATION OF MEMBERSHIP**

A Party may terminate its participation in this Agreement by giving written notice to the Board prior to August 1 of any year, to be effective on December 31 of that year. With the exception of the County, any other Party's termination of participation in this Agreement shall not constitute a modification of this Agreement as defined in Section 14 below.

#### **Section 12. EFFECTIVE DATE AND BINDING AGREEMENT**

The effective date of this Agreement shall be upon ratification of this Agreement by the County and at least 60% of the cities and towns within Spokane County representing at least 75% of the cities' and towns' cumulative population. Upon acceptance and approval, this Agreement shall be binding upon the Parties and their successors, and assigns.

#### **Section 13. NEW MEMBERS**

New members may be added to this Agreement and SRTC as follows.

A. A newly organized city or town may join SRTC and become a Party to this Agreement upon submitting the acceptance and certification form (Attachment 2), which acknowledges a request from the governing body to join SRTC as a party to this Agreement.

B. For other new members, the Board shall review the request for membership with such member being admitted based upon the unanimous consent of the Parties.

C. New members, upon joining SRTC, shall be assessed a pro rata financial contribution pursuant to Section 7 herein.

#### **Section 14. MODIFICATION**

This Agreement may be modified by the unanimous consent of the Parties.

## **Section 15. SUCCESSOR IN INTEREST**

SRTC shall be the successor in interest to all grants, contracts, and other documents entered into by SRTC's predecessor, the Spokane Regional Transportation Council.

## **Section 16. DEFAULT**

Failure by any Party to perform, observe or comply with the covenants, agreements or conditions on its part contained in this Agreement where that failure continues for a period of thirty (30) days after written notice from the Board to the defaulting Party shall constitute an "Event of Default."

## **Section 17. REMEDIES**

Upon an Event of Default by a Party, the Board may at any time, without waiving or limiting any other right or remedy, pursue any action allowed by law including, by way of example and without limitation, specific performance, declaratory judgment and other equitable remedies, to include recovery of attorney's fees and other costs.

## **Section 18. GENERAL TERMS**

A. This Agreement contains terms and conditions agreed upon by the Parties. The Parties acknowledge there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

B. In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

C. This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity, or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

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

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

F. The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

## **Section 19. CHAPTER 39.34 RCW REQUIRED CLAUSES**

### **A. PURPOSE**

See Section No. 2 above.

### **B. DURATION**

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

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

This Agreement continues the existence of the Spokane Regional Transportation Council, a separate entity from the Parties. The Board shall administer the joint and cooperative undertakings set forth herein.

### **D. RESPONSIBILITIES OF THE PARTIES**

See provisions above.

### **E. AGREEMENT TO BE FILED**

This Agreement may be filed with the County Auditor or published on the Parties' websites, as available.

### **F. FINANCING**

See Section Nos. 5 and 7 above. The Board, or any of the Parties hereto, may receive grants-in-aid from the State or Federal Government or any other department or agency and may accept gifts from public or private entities for the purposes authorized in this Agreement.

### **G. TERMINATION**

See Section No. 11 above.

### **H. PROPERTY UPON TERMINATION**

Any Party terminating its role as a member of the SRTC Board of Directors as provided for in Section 11 above shall forfeit any ownership interest in any personal property owned or held by SRTC.

Personal property acquired by SRTC in the performance of this Agreement shall be disposed of by the Board upon termination of the Agreement. Unless otherwise required by law or agreement, cash and cash proceeds from sale of personal property shall be disbursed to the Parties according to the contribution made by the Party as set forth in this Agreement.

This Interlocal Agreement is approved by the Parties upon compliance with RCW 47.80.020 (see second Recital, page 1).

Attachment 2 contains the form of the signature page and certification to be submitted by the Parties.

## ATTACHMENT 1

### WEIGHTED VOTING MATRIX

Agency	Regular Vote	Weighted Vote <sup>3</sup>
Airway Heights	1	2.0
Cheney	1	2.0
Liberty Lake	1	2.0
Medical Lake	1	1.0
Deer Park	1	1.0
Millwood	1	1.0
Southeast County Towns <sup>1</sup>	1	1.0
Fairfield		0.0
Rockford		0.0
Spangle		0.0
Waverly		0.0
Spokane Seat 1	1	3.5
Spokane Seat 2	1	3.5
Spokane County Seat 1	1	3.5
Spokane County Seat 2	1	3.5
Spokane Valley Seat 1	1	3.5
Spokane Valley Seat 2	1	3.5
Spokane Transit	1	2.0
WSDOT	1	2.0
Major Employer	1	1.0
Transportation Commission	1	1.0
Kalispel Tribe	1	1.0
Spokane Tribe	1	1.0
Freight/Rail Representative	1	1.0
Spokane Airports <sup>2</sup>	1	2.0
<b>Total</b>	<b>21</b>	<b>42.0</b>

<sup>1</sup>Fairfield, Latah, Rockford, Spangle, and Waverly

<sup>2</sup>Seat is not included in vote totals until Spokane Airports rejoins the SRTC Board.

<sup>3</sup>An affirmative weighted vote requires 22 or more total votes.

**ATTACHMENT 2**

FORM OF ACCEPTANCE AND CERTIFICATION

ACTION OF GOVERNING BODY

C E R T I F I C A T E

I, [ NAME ], the [ POSITION ] for the [ ENTITY ], hereby certify that the "INTERLOCAL AGREEMENT RELATING TO THE FORMATION AND OPERATION OF THE SPOKANE REGIONAL TRANSPORTATION COUNCIL AND OTHER MATTERS RELATING THERETO" was duly adopted at a regular/special meeting of the [ ENTITY ] that was held on [ DATE ], of which all members of [ GOVERNING BODY ] had due and lawful notice and at which a majority thereof were present; with the following vote recorded on the above INTERLOCAL AGREEMENT:

AYES, in favor thereof:

NOES:

ABSENT:

ABSTAIN:

I further certify that based on the above recorded vote, the INTERLOCAL AGREEMENT was approved at the above meeting; and that [ ENTITY ] is now a party to the INTERLOCAL AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2021.

[ ENTITY ]  
Spokane County, Washington

By: \_\_\_\_\_  
[ NAME AND POSITION ]

**3) 2013 EXISTING SRTC  
INTERLOCAL AGREEMENT**

Return To:

Spokane Regional Transportation Council  
221 W. First Avenue, Suite 310  
Spokane, WA 99201

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

**THIS AGREEMENT**, is made and entered into among the County of Spokane, a political subdivision of the State of Washington, hereinafter referred to as the "County," the City of Spokane, a municipal corporation of the State of Washington, the City of Spokane Valley, a non-charter code city of the State of Washington, the Washington State Department of Transportation, an agency of the State of Washington, hereinafter referred to as "WSDOT," the Washington State Transportation Commission, hereinafter referred to as "WSTC", the Spokane Transit Authority, a municipal corporation of the State of Washington, hereinafter referred to as "STA," Spokane Airport Board, a joint operation of the County and City of Spokane, hereinafter referred to as "SAB" and other incorporated towns and cities located within Spokane County, hereinafter referred to as "Other Members," jointly, along with the County, City of Spokane, STA and WSDOT are collectively referred to as the "Members."

W I T N E S S E T H:

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

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

foundation for the nation to compete in the global economy and will move people and goods in an energy efficient manner;” and

**WHEREAS**, in 1962, Federal transportation legislation required the establishment, by agreement between the Governor of the State of Washington and units of general purpose local government, of a Metropolitan Planning Organization (MPO), which in cooperation with the State of Washington, shall develop transportation plans and programs for urbanized areas of Washington State; and

**WHEREAS**, Chapter 47.80 RCW authorizes the formation of a Regional Transportation Planning Organization (RTPO) by voluntary association of local governments within a county; provided each RTPO shall have as members the county and at least sixty percent of the cities and towns within the RTPO’s boundaries, representing a minimum of seventy-five percent of the cities’ and towns’ population; and

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

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

**WHEREAS**, RCW 47.80.020 provides that the RTPO in an urbanized area shall be the same as the MPO designated for federal transportation planning purposes; and

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

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

Section 1: **NAME/ORGANIZATION**

A voluntary association and joint board, comprising representatives of the County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation (WSDOT), Washington State Transportation Commission (WSTC), Spokane Transit Authority (STA), Spokane Airport Board (SAB) and Other Members is hereby created and shall be known as the Spokane Regional Transportation Council, referred to hereinafter as the "Council."

Section 2: **PURPOSE**

Recognizing that coordinated transportation planning of the County, Cities and Towns, WSDOT, WSTC, STA, SAB and Other Members are necessarily interwoven and interdependent and that the interests of all citizens will best be served by coordinated, cooperative, and comprehensive transportation planning, this Council is established to facilitate such appropriate coordination and cooperation and provide for continuing area wide transportation planning in accordance with Section 3, herein.

The Council is not authorized to in any way supersede the authority vested in the County, Cities and Towns, WSDOT, WSTC, STA, SAB or Other Members, but is intended to meet the prerequisites of United States Code Titles 23 and 49, and RCW Chapter 47.80.

Section 3: **POWERS AND FUNCTIONS**

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

- (a) To perform the functions of a Transportation Management Area (TMA) for the metropolitan area, which includes those functions set forth in the MAP-21 legislation of July 6, 2012, and related rules, as amended to implement MAP-21 as well as those functions, which may be required hereinafter by subsequent Federal Transportation legislation.
- (b) To perform the functions of a Metropolitan Planning Organization (MPO) as set forth in Title 23 United States Code and Title 49 United States Code as currently adopted or as amended, and 23 CFR Parts 450 and 500 and 40 CFR Part 613, as currently adopted or as amended.

- (c) To perform the functions of a Regional Transportation Planning Organization (RTPO) as set forth in Ch. 47.80 RCW and Ch. 468-86 WAC, as currently adopted or as amended.
- (d) To prepare and update a Metropolitan Transportation Plan pursuant to 23 CFR Parts 450 and 500 and 49 CFR Part 613.
- (e) To engage in regional transportation planning.
- (f) To administer regional transportation funding programs and consider those projects which have been approved by the governing bodies of the Members and which are incorporated within the adopted Metropolitan Transportation Plan.
- (g) To participate in the development and maintenance of transportation related information necessary to support the functions and responsibilities of the Council.
- (h) To promote the regional transportation interests, plans and projects to local, state and federal public and private entities.
- (i) To contract with the WSDOT or other appropriate entities in order to meet requirements of State and/or Federal Transportation legislation.
- (j) To create committees as necessary, to advise the Board on regional transportation related matters. At a minimum this shall include:
  - a. the Transportation Advisory Council (TAC) whose composition and responsibilities shall be defined by the Board.
  - b. the Transportation Technical Committee (TTC) whose composition and responsibilities shall be defined by the Board.
- (k) To comply with the Transportation Planning requirements set forth in the Washington State Growth Management Act, and Ch. 47.80 RCW, consistent with Spokane County County-wide Planning Policies.
- (l) To perform such other transportation planning and program related functions as the Board may hereinafter determine to be in the best interests of the Council and the members thereof, which are consistent with the terms of this Agreement and related federal and state law.

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

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

#### Section 5: GOVERNING BODY AND OFFICERS

The governing body (the "Board") of the Council, presently consisting of fourteen (14) voting persons, shall be established by the following thresholds:

- (a) Jurisdictions under 5,000 people - One (1) person jointly selected by jurisdictions with populations fewer than 5,000 people. The person selected shall be an elected official from a small town/city;
- (b) Jurisdictions between 5,001 and 50,000 people – Three (3) persons separately selected by the City of Airway Heights, City of Cheney and City of Liberty Lake. The persons selected shall be elected officials;
- (c) Jurisdictions between 50,001 to 100,000 people – one (1) person appointed by each respective governing body, who shall be an elected official;
- (d) Jurisdictions over 100,001 people – two (2) persons appointed by each respective governing body, who shall be elected officials; (The population of Spokane County includes the population of its cities and towns);
- (e) One (1) person from STA, who shall be the STA Chief Executive Officer or his or her designee;
- (f) Two (2) State Transportation representatives, one (1) from the Washington State Department of Transportation and appointed by the Secretary of Transportation, and one (1) from the Washington State Transportation Commission appointed by the Chair of the Commission;
- (g) One (1) person who represents a major employer, with preference for a provider of private sector transportation services within the region who shall be appointed by a majority vote of the Board; and
- (h) One (1) person representing SAB, who shall be the Chief Executive Officer or his or her designee.

(i) There shall be three (3) ex officio, non-voting members serving on the Board representing different modes of transportation, which shall include:

(1) One (1) person representing Rail; who shall be appointed by the Members; and

(2) The Chair of the TTC

(3) The Chair of the TAC

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

(k) All Board appointments shall be for a term of three (3) years or the tenure of office of the representative in his/her respective jurisdiction, whichever is the lesser time. Alternate Board representatives may serve in the absence of the designated representative so long as the alternate representative is an elected or appointed official of the appointing Member's parent agency (or governing body, as appropriate) and whose name has been placed on record with the Council. All alternate Board representatives must serve in the same capacity as the regularly designated representative as defined hereinabove.

(l) The Board shall elect a Chair and Vice-Chair ("Officers") by majority vote of the Board. Only representatives who are elected officials may be Officers. To be eligible for the Chair position, the Board Member shall have served on the Board for at least one (1) year. The term for Officers may be up to two (2) years in each office. Ex officio members may not serve as Officers.

(m) A Board Member who, during a calendar year, has three (3) unexcused absences from regular Board meetings shall be automatically removed from the Board, without further action.

## Section 6: MEETINGS AND VOTING

The Council shall hold regular monthly Board meetings. The Chair may call a special meeting or executive session or shall call a special meeting at the request of a majority of the Board. All meetings of the Board shall be open to the public as required by chapter 42.30 RCW. A quorum for the purpose of transacting business shall consist of a simple majority of the Board.

The Board shall adopt rules for the conduct of its business consistent with this Agreement and such rules shall prescribe the place of meetings, the method of providing reasonable notice to Members, the form of the agenda, the regular meeting date and such other matters that relate to the conduct of the

Council's business. Such rules shall be adopted and may be amended by a seventy-five percent (75%) positive vote of the Board, or by amendment to this Agreement as provided herein.

All recommendations, motions, or other actions of the Board shall be adopted by a favorable vote of a majority of those present. Voting Board members shall be entitled to one vote. Provided, however, that the following enumerated actions shall take an affirmative vote of a majority of the voting membership of the Board:

- (a) Approval of the annual budget expenditure division among the Members;
- (b) Purchase, sale or disposition of real property; and
- (c) Addition of new members.

The appointment or discharge of the Executive Director shall require the affirmative vote of ten (10) Board members.

To provide for a measure of proportionate representation within a jurisdiction, the Council adopts a weighted voting process.

A weighted vote may be requested by any two Board members. A weighted vote shall be requested either prior to the vote on the proposed motion or after the vote but prior to the Board taking action on a subsequent agenda item. Following the request for weighted voting, the Chair shall thereafter conduct a weighted vote on the matter with the weight of each vote calculated according to the percentages set forth in Table 1 on the following page. If the weighted vote achieves greater than fifty percent (50%) of the vote, the weighted vote shall take precedence over a prior non-weighted vote. A weighted vote may not be requested for items (a)-(c) above.

## Section 7: STAFF AND SUPPORT

The Board shall determine the positions, duties and working conditions of employees as necessary to conduct the work programs of the Council consistent with this Agreement. An Executive Director shall be appointed by and serve solely at the pleasure of the Board. The Board shall adopt policies and procedures to establish the duties and authority of the Executive Director, including authority to make financial expenditures on behalf of the Board. The Board shall approve application(s) for or acceptance of any grants to carry out those functions set forth in Section 3 hereinabove. Provided, however, in instances where a grant application must be submitted prior to the next regularly scheduled meeting of the Board so that timely Board approval cannot

**Table 1  
SRTC Board Majority Vote and Weighted Vote Calculations**

<b>Jurisdiction</b>	<b>Majority Vote</b>	<b>% of Vote</b>	<b>Weighted Vote (1.286)<sup>2</sup></b>	<b>% of Weighted Vote</b>
Airway Heights	1	7.14%	1.000	6.48%
Cheney	1	7.14%	1.000	6.48%
Cities and towns under 5,000 <sup>1</sup>	1	7.14%	1.000	6.48%
Liberty Lake	1	7.14%	1.000	6.48%
Private Sector Transportation	1	7.14%	1.000	6.48%
Spokane - Member 1	1	7.14%	1.286	8.33%
Spokane - Member 2	1	7.14%	1.286	8.33%
Spokane County - Member 1	1	7.14%	1.286	8.33%
Spokane County - Member 2	1	7.14%	1.286	8.33%
Spokane Airport Board	1	7.14%	1.000	6.48%
Spokane Transit Authority	1	7.14%	1.000	6.48%
Spokane Valley	1	7.14%	1.286	8.33%
State Transportation Board	1	7.14%	1.000	6.48%
WSDOT	1	7.14%	1.000	6.48%
	<b>14</b>	<b>100.00%</b>	<b>15.430</b>	<b>100.00%</b>

<sup>1</sup> Small cities and towns under 5,000 in population share a single vote on the SRTC Board. These jurisdictions include Deer Park, Fairfield, Latah, Medical Lake, Millwood, Rockford, Spangle, and Waverly.

<sup>2</sup> When a weighted vote is called, each vote for representatives from the City of Spokane, the City of Spokane Valley, and Spokane County are weighted by 1.286. This weighted vote formula was established to preserve the voting weight for these three agencies from the 2010 Interlocal Agreement.

be obtained, the grant application may still be submitted with mutual approval of the Chair and Vice-Chair.

Unless otherwise determined by the Board, employees are at-will and shall be hired and discharged by, and work under the direction of, the Executive Director.

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

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

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

The Board shall prepare and adopt a proposed work program and budget for each calendar year. The detailed annual work program shall list specific work projects to be undertaken by the Council. The Executive Director or designee shall confer with and inform Members concerning the preparation of and progress on the technical areas of work programs and projects. The proposed annual budget shall set forth the methodology for determining the allocation of costs, appropriations and expenditures to each member.

The Board shall submit the proposed work program and budget to the Members by September 30 of the preceding year. Approval or rejection of such budget by each Member shall be submitted to the Council by November 1 of each year. Members from jurisdictions identified in Section 5(a) that have not previously been required to contribute funds toward the annual budget and Members who have annual assessments increased by more than fifteen percent (15%) shall be given written notice one (1) year in advance of a proposed budget assessment.

Following a request from a Member to perform services on a specific project, not identified in the work program, the Board may impose a special assessment on the requesting Member. The special assessment shall be: (a) reasonably determined by the Board and (b) reimburse the costs and expenses associated with the specific project.

The annual budget and/or work program of the Council may be amended by vote of the Board, provided such amendment does not require additional budget appropriation in excess of the amounts established in the second

paragraph of this Section 8, by the Members. After approval of the Council budget, no Member may terminate or withhold its share during the year for which it was allocated.

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

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

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

The Executive Director may make expenditures in accordance with the approved Council budget, work plan and approved policies and procedures, and shall maintain records of expenditures and report monthly to the Board on budget activity.

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

**Section 10: REAL AND PERSONAL PROPERTY**

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

The Council may not acquire or use real property to operate a transportation system.

#### Section 11: INSURANCE

The Council shall obtain property and liability insurance for the matters set forth in this Agreement with coverages and limits reasonably determined by the Council, provided, insurance coverage for comprehensive general liability, auto liability, employment practices liability, public officials errors and omissions liability, shall not be less than \$10,000,000 in the aggregate.

#### Section 12: INTER-RELATIONSHIP BETWEEN COUNCIL, CITIES AND COUNTY PLANNING COMMISSIONS

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

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

#### Section 13: AMENDMENTS AND NEW MEMBERS

This Agreement may be amended by unanimous consent of the Members' governing bodies, except WSDOT may take action through its Secretary. Upon majority consent of the voting Members, new members may join the Council upon written acceptance of the terms of this Agreement.

#### Section 14: TERMINATION OF MEMBERSHIP

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

## Section 15: PRIOR WRITTEN AGREEMENTS

This Agreement shall supersede the following Agreements:

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

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

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

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

An Interlocal Agreement among Spokane County, City of Spokane, Washington State Department of Transportation, Spokane Transit Authority, and other Cities and Towns within Spokane County to form a Spokane Regional Transportation Council, Define its Organization and Powers, and Establish a Regional Council Jurisdictional Area dated April 28, 2003.

An Interlocal Agreement among Spokane County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation, Spokane Transit Authority and other Cities and Towns within Spokane County, to form the Spokane Regional Transportation Council, define its organization and powers, and its jurisdictional area last dated October 23, 2010.

## Section 16: EFFECTIVE DATE and Binding Agreement

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

**Section 17: METROPOLITAN PLANNING ORGANIZATION (MPO)  
DESIGNATION**

The execution of this Agreement by the Members is not intended to act as a revocation of the MPO or constitute a substantial change in authority or responsibility of the MPO and shall not be interpreted to require the redesignation of the MPO under 23 CFR § 450.310.

**Section 18: SUCCESSOR IN INTEREST**

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

**Section 19: DEFAULT**

Failure by any Member to perform, observe or comply with the covenants, agreements or conditions on its part contained in this Agreement where that failure continues for a period of thirty (30) days after written notice from the Council to the defaulting Member shall constitute an "Event of Default."

**Section 20: REMEDIES**

In the event of any Event of Default, the Council may at any time, without waiving or limiting any other right or remedy, pursue any remedy allowed by law including, by way of example and without limitation, specific performance, declaratory judgment and other equitable remedies, and recovery of attorney's fees and other costs for such enforcement action.

**Section 21: GENERAL TERMS**

This Agreement contains terms and conditions agreed upon by the Members. The Members agree that there are not other understandings, oral or otherwise, regarding the subject matter of this Agreement.

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

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

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

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

**Section 22: RCW CHAPTER 39.34 REQUIRED CLAUSES**

**A. PURPOSE**

See Section No. 2 above.

**B. DURATION**

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

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

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

**D. RESPONSIBILITIES OF THE PARTIES**

See provisions above.

**E. AGREEMENT TO BE FILED**

This Agreement may be filed with the County Auditor or published on the Members' websites, as available.

**F. FINANCING**

See Section Nos. 8 and 9 above. The Council, or any of the Members hereto, may receive grants-in-aid from the State or Federal Government or any other department or agency and may

accept gifts from public or private entities for the purposes authorized in this Agreement.

G. TERMINATION

See Section No. 14 above.

H. PROPERTY UPON TERMINATION

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

Personal property acquired by the Council in the performance of this Agreement shall be disposed of by the Council upon termination of the Agreement. Unless otherwise required by law or agreement, cash and cash proceeds from sale of personal property shall be disbursed to the Members according to the contribution made by the Member as set forth in this Agreement.

Real property shall be conveyed or disposed of as set forth in this Agreement in the same manner as personal property except where a separate instrument or deed reservation exists with regard to any real property in which instance it shall control.

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



ADOPTED by the Board of County Commissioners of Spokane County, Washington this 13th day of March, 2013.

  
Shelly O'Quinn, Chair

  
Al French, Vice-Chair

ATTEST:  
DANIELA ERICKSON

CLERK OF THE BOARD

By: Daniela Erickson Absent  
Daniela Erickson  
Clerk of the Board

Todd Mielke  
Todd Mielke, Commissioner

ATTEST:



Terri J. Hefner  
City Clerk

CITY OF SPOKANE

David A. Condon  
By  
Date: 02-27-2013  
David A. Condon  
Mayor  
City of Spokane

Approved as to form:

[Signature]  
Assistant City Attorney

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

[Signature]  
Secretary of Transportation  
Date: 6/12/13

SPOKANE TRANSIT AUTHORITY

[Signature]  
By  
Date: 4/10/13

WASHINGTON STATE  
TRANSPORTATION COMMISSION

[Signature]  
By  
Date: 6/12/13

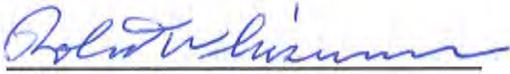
CITY OF AIRWAY HTS.,  
WASHINGTON

[Signature]  
By  
Date: 4-5-13

CITY OF CHENEY, WASHINGTON

[Signature]  
By  
Date: 3-14-13

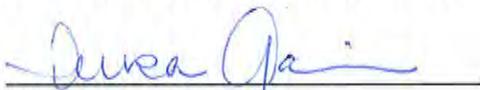
CITY OF DEER PARK, WASHINGTON

  
By \_\_\_\_\_  
Date: 4/15/13

CITY OF FAIRFIELD, WASHINGTON

Ed Huber  
By \_\_\_\_\_  
Date: 5-07-13

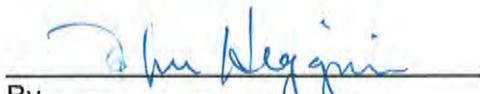
CITY OF LATAH, WASHINGTON

  
By \_\_\_\_\_  
Date: 4-12-2013

CITY OF LIBERTY LK., WASHINGTON

  
By \_\_\_\_\_  
Date: 3/28/13

CITY OF MEDICAL LAKE,  
WASHINGTON

  
By \_\_\_\_\_  
Date: 3/21/13

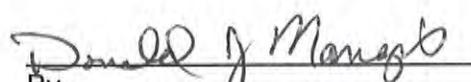
CITY OF MILLWOOD, WASHINGTON

Dail N. Mak  
By \_\_\_\_\_  
Date: April 12, 2013

CITY OF ROCKFORD, WASHINGTON

  
By \_\_\_\_\_  
Date: 3/14/13

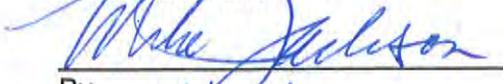
CITY OF SPANGLE, WASHINGTON

  
By \_\_\_\_\_  
Date: 5/13/13

CITY OF WAVERLY, WASHINGTON

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

CITY OF SPOKANE VALLEY,  
WASHINGTON

  
By \_\_\_\_\_  
Date: 4/12/13

CITY OF DEER PARK, WASHINGTON

CITY OF FAIRFIELD, WASHINGTON

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

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

CITY OF LATAH, WASHINGTON

CITY OF LIBERTY LK., WASHINGTON

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

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

CITY OF MEDICAL LAKE,  
WASHINGTON

CITY OF MILLWOOD, WASHINGTON

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

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

CITY OF ROCKFORD, WASHINGTON

CITY OF SPANGLE, WASHINGTON

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

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

CITY OF WAVERLY, WASHINGTON

CITY OF SPOKANE VALLEY,  
WASHINGTON

By *William Lyford*  
Date: March 11, 2013

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

SPOKANE AIRPORT BOARD

*Lawrence J. Krauter*

By Lawrence J. Krauter

Date: 3/27/13



**4) BOARD RESOLUTION TO  
ADOPT 2021 PROPOSED SRTC  
INTERLOCAL AGREEMENT**

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

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY, THE CITY OF SPOKANE, THE CITY OF SPOKANE VALLEY, THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, THE WASHINGTON STATE TRANSPORTATION COMMISSION, AND SPOKANE TRANSIT AUTHORITY REGARDING THE FORMATION AND OPERATION OF THE SPOKANE REGIONAL TRANSPORTATION COUNCIL AND OTHER MATTERS PROPERLY RELATING THERETO.

SPOKANE TRANSIT AUTHORITY  
Spokane County, Washington

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, pursuant to RCW Title 36, Chapter 57A, Public Transportation Benefit Area;

WHEREAS, STA is authorized to enter into interlocal agreements pursuant to Chapter 39.34 RCW; and,

WHEREAS, by prior agreements, Spokane County, a political subdivision of the State of Washington (“Spokane County”), the City of Spokane, a municipal corporation of the State of Washington, the City of Spokane Valley, a non-charter code city of the State of Washington, the Washington State Department of Transportation, an agency of the State of Washington, the Washington State Transportation Commission, STA, and other Cities and Towns within Spokane County, each a “Party” and jointly the “Parties” previously created and continued a voluntary association known as the “Spokane Regional Transportation Council” (“SRTC”) for purposes of providing regional transportation planning within its boundaries pursuant to state and federal law.

WHEREAS, a regional transportation planning organization (“RTPO”) may be formed through voluntary association of local governments as set forth in RCW 47.80.020;

WHEREAS, an RTPO shall encompass “one complete county,” “have a population of at least 100,000,” and “at least 60% of the cities and towns within the region representing a minimum of seventy-five percent of the cities’ and towns’ population;” and

WHEREAS, RTPOs are intended to be integrated with the metropolitan planning organization program in urbanized areas (WAC 468-86-060); and

WHEREAS, by interlocal agreement, the Parties wish to (a) reaffirm the creation and continued existence of SRTC as the state RTPO for the incorporated and unincorporated area of Spokane County pursuant to Chapter 36.70A RCW (Growth Management Act) and chapter 47.80 RCW (Regional Transportation Planning Organizations), each as currently adopted or as amended; and (b) reaffirm and continue the designation of SRTC as the federal Metropolitan Planning Organization for the region and any designated Transportation Management Area within the incorporated and unincorporated areas of Spokane County

pursuant to 23 USC §§ 134 and 135, 49 USC §§ 5303 and 5304, 23 CFR Parts FR Part 613, each as currently adopted or as amended.

NOW, THEREFORE, be it resolved by the Board of Directors of STA as follows:

Section 1. An “Interlocal Agreement Relating to the Formation and Operation of the Spokane Regional Transportation Council and other Matters Relating Thereto,” in the form attached hereto as Exhibit “A,” is approved and authorized (the “Agreement”).

Section 2. The STA Board of Directors hereby authorizes and directs the Chief Executive Officer to execute the “Form of Acceptance and Certification Action of Governing Body” attached hereto as Exhibit “B” on its behalf and to administer the terms of the Agreement.

Section 3. This resolution shall take effect and be in force immediately upon passage.

Adopted by STA at a regular meeting thereof held on the \_\_\_ day of May, 2021.

ATTEST:

SPOKANE TRANSIT AUTHORITY

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

\_\_\_\_\_  
Pamela Haley  
Board Chair

APPROVED AS TO FORM:

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

Attachments: Exhibit “A” - Form of Agreement  
Exhibit “B” - Form of Acceptance and Certification Action of Governing Body

**Exhibit "A"**  
**Form of Agreement**

**Exhibit "B"**  
**FORM OF ACCEPTANCE AND CERTIFICATION**  
**ACTION OF GOVERNING BODY**

**C E R T I F I C A T E**

I, E. SUSAN MEYER, the CHIEF EXECUTIVE OFFICER for SPOKANE TRANSIT AUTHORITY, hereby certify that the "INTERLOCAL AGREEMENT RELATING TO THE FORMATION AND OPERATION OF THE SPOKANE REGIONAL TRANSPORTATION COUNCIL AND OTHER MATTERS RELATING THERETO" was duly adopted at a regular/special meeting of SPOKANE TRANSIT AUTHORITY that was held on May \_\_\_, 2021, of which all members of Board of Directors had due and lawful notice and at which a majority thereof were present; with the following vote recorded on the above INTERLOCAL AGREEMENT:

AYES, in favor thereof:

NOES:

ABSENT:

ABSTAIN:

I further certify that based on the above recorded vote, the INTERLOCAL AGREEMENT was approved at the above meeting; and that SPOKANE TRANSIT AUTHORITY is now a party to the INTERLOCAL AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of May, 2021.

SPOKANE TRANSIT AUTHORITY

\_\_\_\_\_  
E. Susan Meyer, Chief Executive Officer

**SPOKANE TRANSIT AUTHORITY**

**PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE MEETING**

May 5, 2021

**AGENDA ITEM 4A.2:** AWARD OF CONTRACT: NON-DIESEL UST REPLACEMENT PROJECT

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Fred Nelson, Chief Operations Officer  
Jessica Charlton, Capital Projects Manager

---

**SUMMARY:** The Non-Diesel Underground Storage Tank (UST) Replacement project will result in a variety of replacement, removal, and abandonment of nine (9), thirty-five to thirty-six year-old underground storage tanks located at STA’s Administrative and Maintenance headquarters. Tank locations are at both Boone North, both inside the building and outside, and Boone South indoors. The contract completion date is November 19, 2021. Actual project length will be determined by what they find as they excavate and test the existing tanks.

This committee and the Board of Directors approved the project scope of work and an increase to the project budget in February 2021. This locally funded project has a new Board Approved budget of \$2.1M. In accordance with Spokane Transit’s procurement policy, staff are seeking this Committee’s recommendation that the Board of Directors award a public works contract for the approved Scope of Work.

**BACKGROUND:** The Invitation for Bid was advertised in the Spokesman Review on February 28, 2021. On-site pre-bid meetings were held on March 9, 10, and 11. Bids were received on April 6, 2021. STA received one (1) qualifying bid. A second bid could not be accepted as it was delivered late.

The Invitation for Bid requested alternate bid numbers. Bid Alternate 1 was for abandoning one of the tanks in place in lieu of removing it in its entirety. Bid Alternate 2 was for the addition of two new gasoline dispensers in lieu or reusing the existing dispensers. Staff would like to elect both alternates resulting in the Total Bid Amount.

Bid Summary (as recommended) is as follows:

Name of Firm	Base Bid Total	Bid Alternate 1	Bid Alternate 2	Total Bid Amount
Granite Petroleum	\$1,338,860	(\$32,000)	\$30,850	<b>\$1,337,710</b>

The engineer’s estimate for the project was \$1,552,356. As there was a single bid received for the procurement, a cost analysis was performed as part of the bid review and process by staff. This process along with references has substantiated Granite Petroleum as the lowest, most responsible, and responsive bidder. With the construction contract and all other expenses required for the project which include design, engineering, special inspection, permitting and recording fees with jurisdictional authorities, advertising; Washington State sales tax, and reserved construction contingency the project is expected to be within the \$2.1 million-dollar Board approved budget.

Staff recommend award of contract to Granite Petroleum for the Total Bid Amount of \$1,337,710 plus applicable Washington State sales tax. Given the higher construction risks associated with underground infrastructure replacement, staff request a construction contingency of 20%; accommodated within the total project budget.

**RECOMMENDATION TO COMMITTEE:** Review and recommend the Board approve an award of contract for the Non-Diesel UST Replacement project to Granite Petroleum for \$1,337,710 plus applicable Washington State sales tax, and allow the CEO to apply 20% contingency funds, as necessary, within the project budget.

**COMMITTEE ACTION:**

**RECOMMENDATION TO BOARD:**

**FINAL REVIEW FOR BOARD BY:**

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

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

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

**SPOKANE TRANSIT AUTHORITY**

**PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE**

May 5, 2021

**AGENDA ITEM 4A.3:** AWARD OF CONTRACT: WEX FUEL CARD CONVERSION

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Fred Nelson, Chief Operations Officer  
Greg Garrett, Vanpool Manager

---

**SUMMARY:** The Spokane Transit Authority Vanpool and Special Transportation Needs Rideshare (SUV) programs include the provision of fuel for program participants. Fuel purchases are made by the approved volunteer drivers using an STA provided fleet fuel card.

STA uses the fleet fuel card vendor awarded by the Washington State Department of Enterprise Services (DES) for administration of fuel cards and related purchases. From 2014 to June 30, 2021, the WA DES contract was awarded to US Bank Voyager Fleet Commander. A new contract was awarded by DES to WEX Fleet Card Services for the period of January 1, 2021 through December 31, 2025. To maintain Vanpool and Special Transportation Needs Rideshare program operations, STA will need to transition to WEX Fleet Card Services prior to expiration of the US Bank Voyager Fleet Commander contract on June 30, 2021.

The WEX Fleet Card Services provide the same services as the previous provider, which includes driver authentication, fuel purchase and tracking analytics, tax exemptions, tax recovery, and tax reporting.

The fuel card agreement is directly with WEX which is governed by DES contract 00819, which meets all STA procurement requirements. During the life of this new contract, expected fuel purchases will exceed \$200,000, which requires Board approval to authorize the CEO to execute the contract for services with WEX. For perspective, 2019 one-year total spent was \$132,480.

**RECOMMENDATION TO COMMITTEE:** Recommend the Board authorize the CEO to execute a contract for the Vanpool and Special Transportation Needs Rideshare program fuel card use agreement with WEX under DES contract 00819.

**COMMITTEE ACTION:**

**RECOMMENDATION TO BOARD:**

**FINAL REVIEW FOR BOARD BY:**

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

## SPOKANE TRANSIT AUTHORITY

### PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE MEETING

May 5, 2021

AGENDA ITEM **4B.1** : MAY 2022 SERVICE REVISIONS: FINAL RECOMMENDATION

REFERRAL COMMITTEE: N/A

SUBMITTED BY: Karl Otterstrom, Director of Planning and Development  
Kathleen Weinand, Principal Transit Planner

---

**SUMMARY:** STA Board action is requested on major (as defined in *Connect Spokane*) fixed-route service changes to take place in 2022 at the same time as the City Line. The changes result in an approximately 13% growth in annual revenue hours compared to the current fixed-route system. In addition to the starting of service on the City Line, the change includes STA Moving Forward improvements to routes and frequency in Northeast Spokane/Hillyard, as well as other revisions to improve system performance, respond to input and serve emerging destinations. The full Final Recommendation report is available for review online at this location:

[https://www.spokanetransit.com/files/content/2022\\_Service\\_Revisions\\_Final\\_Recommendation.pdf](https://www.spokanetransit.com/files/content/2022_Service_Revisions_Final_Recommendation.pdf)

**BACKGROUND:** The *STA Moving Forward* plan and the board-adopted Transit Development Plan (TDP): 2021-2026, identify several significant service changes and improvements, including the City Line, that will go into effect in 2022. In June 2019, the STA Board of directors approved a public outreach plan to guide these service changes, along with changes that were to take place in advance of 2022. Informed by input gathered during the first phase of the outreach plan, STA staff presented a preliminary proposal report in February 2020 that proposed route revisions that would take place in 2021 and 2022. STA disseminated the proposal widely and received significant public and customer input. Under normal circumstances, a draft recommendation would have followed the preliminary proposal a few months later. However, COVID-19 changed the timeframe for developing the service revisions. On July 16, 2020, the STA Board of Directors approved updated planning assumptions to shape annual and multi-year planning documents. STA published a Revised Preliminary Proposal reflecting the updated planning assumptions and sought input via an online survey and discussion with Neighborhood Councils in October and November of 2020.

In March 2021 STA published the Draft Recommendation and gathered feedback via a dynamic online map and online survey. The STA Board of directors held a public hearing at their April 15 meeting. Comments on the online map identified a desire for better east-west connection in north central Spokane. STA hosted a special virtual meeting focused on this topic for the public and stakeholders on the evening of April 15, 2021. The information gathered at the meeting has been incorporated into the Final Recommendation. The Final Recommendation varies from the Draft Recommendation in that the Final Recommendation includes a new Route 36 that would operate between SFCC and Market St at Garland Ave, via the West Central Community Center, North Central High School, and the Northeast Community Center. Adjustments to routes in south Spokane were proposed in the Draft Recommendation. However, in the Final Recommendation only minor changes are recommended to the South Hill network.

**RECOMMENDATION TO COMMITTEE:** Recommend the Board approve a motion to approve the May 2022 Service Revisions Final Recommendation as presented.

**COMMITTEE ACTION:**

**RECOMMENDATION TO BOARD:**

**FINAL REVIEW FOR BOARD BY:**

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

## SPOKANE TRANSIT AUTHORITY

### PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE MEETING

May 5, 2021

AGENDA ITEM **5A** : 2021 SURPLUS VAN GRANT RECIPIENTS AWARD

REFERRAL COMMITTEE: N/A

SUBMITTED BY: Fred Nelson, Chief Operations Officer  
Janet Stowe, Sr. Paratransit Transportation Manager

---

**SUMMARY:** Each year, in accordance with Board Resolution 677-11, up to ten surplus vans are made available to eligible community agencies to enhance transportation service provided within Spokane Transit's Public Transportation Benefit Area (PTBA).

Human Service Organizations that serve individuals of the Spokane Transit Public Transportation Benefit Area (PTBA) who have a disability, are of low income, or have mobility limitations due to advanced age are eligible to apply. Since 2012, Spokane Transit has granted 86 vans to eligible applicants.

Applications for the 2021 Van Grant were accepted from January 18, 2021 through and including February 26, 2021. Applicants are asked to provide a brief description of who they are, the proposed use of the vehicle, an estimate of the monthly number of one-way trips, and what transportation issue would be addressed if a van was awarded

A committee of 8 STA employees independently reviews each application and assigns scores based on the answers provided in the application. The scores are tallied and reviewed based on total score, average score, and median score. The selection committee then meets and comes to a consensus of which organizations should receive vehicles.

#### **2021 Surplus Van Grant Selection Committee Results**

It was the consensus of the selection committee that the following applicants should receive vehicles:

Adult & Teen Challenge Pacific Northwest  
Armstrong Adult Family Home  
Excelsior  
Liberty Baptist Church  
Mid City Concerns, Inc.  
New Horizon Care Centers/Isabella House  
Peak 7 Adventures  
Transitions  
Veterans First Organization  
Youth Build Spokane/NEWESD 101

**RECOMMENDATION TO COMMITTEE:** Information Only

**SPOKANE TRANSIT AUTHORITY**  
**PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE**

May 5, 2021

**AGENDA ITEM 6 :** CEO REPORT

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** E. Susan Meyer, Chief Executive Officer

---

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

**RECOMMENDATION TO COMMITTEE:** Information only.

## SPOKANE TRANSIT AUTHORITY

### PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE MEETING

May 5, 2021

**AGENDA ITEM 7A:** 1<sup>ST</sup> QUARTER 2021 PERFORMANCE MEASURES

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Fred Nelson, Chief Operations Officer

---

**SUMMARY:** A complete set of the 1<sup>st</sup> Quarter 2021 Performance Measures is attached to the end of this packet. Staff will be prepared to address any questions about any measure. The complete report has also been posted to the STA website at:

[https://www.spokanetransit.com/files/content/2021\\_1st\\_Qtr\\_Performance\\_Measures.pdf](https://www.spokanetransit.com/files/content/2021_1st_Qtr_Performance_Measures.pdf)

The unprecedented measures required to meet the challenge of the COVID-19 pandemic continue to have significant impacts on our usual performance metrics. With April, we should start to see ridership flattening and increasing as we move through the year.

The following is a summary of significant measures that are of particular interest or the committee has provided guidance for staff to highlight on a routine basis.

#### **Ensure Safety**

##### **Preventable Accident Rate**

Both Fixed Route and Paratransit did better than the goal of 0.08 and 0.10 preventable accidents per 10,000 miles respectively.

- At 0.05, Fixed Route was lower than STA's goal of 0.08 preventable accidents per 10,000 miles.
- At 0.03, Paratransit was significantly below STA's goal of 0.10 preventable accidents per 10,000 miles.

#### **Earn and Retain the Community's Trust**

##### **Ridership**

Ridership on Fixed Route is starting to flatten out. Paratransit is showing slight ridership gains.

- Ridership for Fixed Route ended the quarter down 48.4% compared to our ridership year in 2020. Fixed Route provided 1,188,457 in 2021 vs. 2,301,290 in 2020. The ridership goal for Fixed Route in 2021 is 39.7% increase from 2020 (approximately 10.47 million trips).
- STA's goal in Paratransit is a 15% increase over 2020 ridership level. At the end of the 1<sup>st</sup> Quarter, Paratransit ridership is 48.9% lower than in 2020 (49,044 vs. 95,960 in 2020).
- Vanpool ridership decreased in the first quarter of 2021 by 52.5% (17,602 vs. 37,049 in 2020). STA's goal is to realize a 68.5% increase in ridership from 2020 (approximately 157,000 trips).

## **Passengers per Revenue Hour (PPRH)**

### ***Fixed Route PPRH was 10.84***

- To encourage social distancing and respond to customer's essential needs, we have surgically reduced service rather than make draconian cuts. By design, we continue to deliver a higher ratio of hours of service compared to passenger demand. Consequently, this metric will be lower than our objective in order to respond properly to the pandemic. Our normal goal is 20 PPRH.

### ***Paratransit PPRH was 1.91***

- Like Fixed Route, our prudent response to the pandemic will drive down this metric. We have continued a shared ride service to a point-to-point service with only one passenger on a van at a time. This limits exposure of each customer. Our normal goal is 2.1 PPRH.

## **Provide Excellent Customer Service**

### **On Time Performance**

This performance will remain strong due to fewer passengers and less traffic.

- At 97.1% Fixed Route met STA's goal of 93% of trips running on time (on time is measured as a bus departing between 0 to 5 minutes from the scheduled departure time).
- Paratransit on time performance was 96.9% exceeding the goal of 93%.

### **Professional and Courteous**

Quality Counts! has been suspended since March 2020. Suspended due to the pandemic.

### **Operator Ride Checks**

Fixed Route and Paratransit both are on target.

## **Exemplify Financial Stewardship**

### **Cost per Passenger**

Fixed Route and Paratransit continue to exceed STA's goal to keep the cost per passenger less than 95% of the average cost of the urban systems in Washington State.

- Fixed Route cost per passenger was \$12.81 This is 114% of the urban systems' average.
- Paratransit cost per passenger was \$70.44 This is 125.5% of the urban systems' average.

### **Cost Recovery from User Fees (Farebox Recovery).**

Fare collection continued to be significantly down due to ridership.

- Fixed Route farebox recovery is 8.6%, below the goal of 20%.
- Paratransit farebox recovery is 2.7%, below the goal of 5%.

**RECOMMENDATION TO COMMITTEE:** Information only.

## SPOKANE TRANSIT AUTHORITY

### PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE MEETING

May 5, 2021

AGENDA ITEM **7B**: MARCH 2021 OPERATING INDICATORS

REFERRAL COMMITTEE: N/A

SUBMITTED BY: Fred Nelson, Chief Operations Officer

---

**SUMMARY:** There was one more weekday in March 2021 compared to March 2020. Covid-related restrictions to businesses and other activities continue to suppress mobility.

#### **FIXED ROUTE**

- Average weekday ridership decreased 29.0% (16,776 vs. 23,612) in March 2021 compared to March 2020 and is down 49.5% (15,866 vs. 31,388) YTD.
- Total monthly ridership decreased 25.8% (447,481 vs. 603,379) in March 2021 compared to March 2020 and is down 48.4% (1,188,457 vs. 2,301,290) YTD.
- Adult ridership decreased 23.7% (262,945 vs. 344,779) in March 2021 compared to March 2020 and is down 51.1% (709,872 vs. 1,451,823) YTD.
  - CCS Pass ridership decreased 63.4% (13,082 vs. 35,753) in March 2021 compared to March 2020 and is down 75.7% (38,388 vs. 158,136) YTD.
  - Eagle Pass ridership decreased 84.6% (5,822 vs. 37,719) in March 2021 compared to March 2020 and is down 92.0% (16,433 vs. 205,315) YTD.
- Youth ridership decreased 36.3% (21,739 vs. 34,140) in March 2021 compared to March 2020 and is down 72.9% (40,133 vs. 148,365) YTD.
- Reduced Fare / Para ridership decreased 9.8% (71,774 vs. 79,602) in March 2021 compared to March 2020 and is down 35.9% (188,773 vs. 294,719) YTD.

#### **PARATRANSIT**

Monthly ridership decreased 12.1% (18,787 vs. 21,371 in 2020) and is down 48.9% (49,044 vs 95,960) YTD.

- Special Use Van ridership decreased 20.5% (786 vs. 989 in 2020) and has decreased 63.7% (1,976 vs. 5,447) YTD.

#### **VANPOOL**

Vanpool customer trips were down 40.0% (6,378 vs. 10,629 in 2020) and are down 52.5% (17,602 vs. 37,049 in 2020) YTD.

- Vanpool vans in service decreased 22.5% (62 vs 80 in 2020). February 2021 had 62 vans. However, there is a significant decrease in use due to the pandemic:
  - 26 vans are operating with 5 or more participants
  - 34 vans are operating with less than 5 participants
  - 4 vans are on hold due to worksite restrictions or temporary closures

## **CUSTOMER SERVICE/PASS SALES**

Total monthly pass sales decreased 16.0% (4,865 vs. 5,792 in 2020). YTD pass sales decreased 42.9% (14,096 vs. 24,707 in 2020).

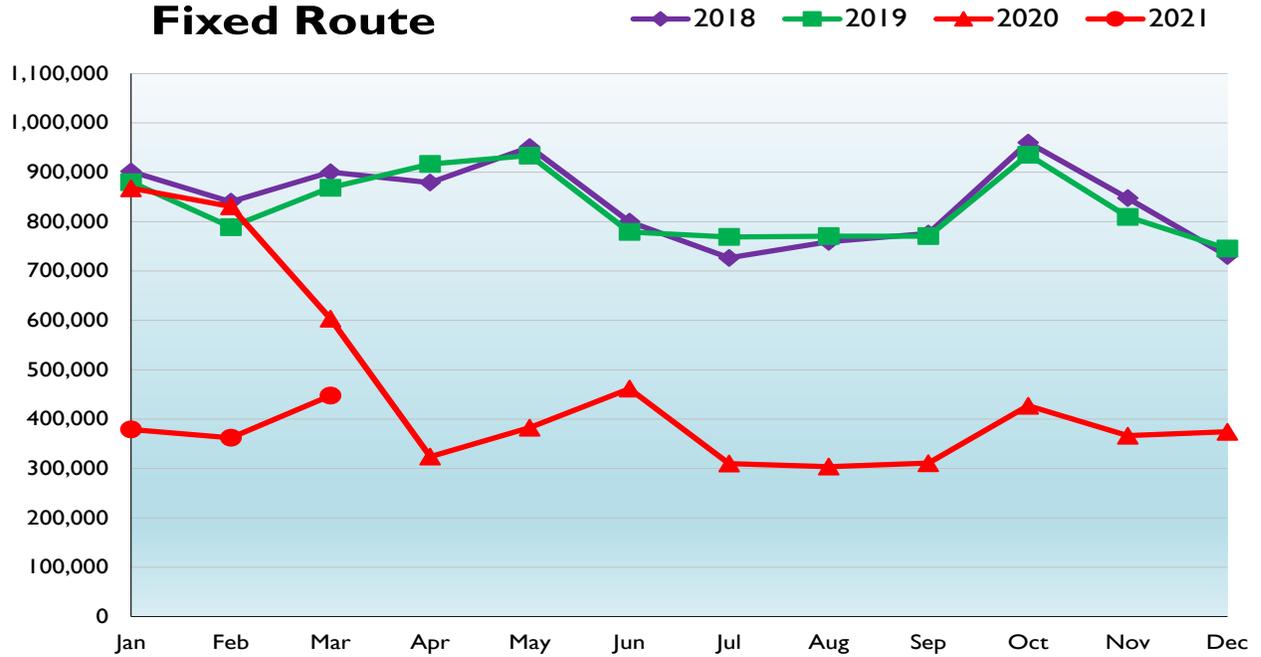
- Adult Pass/Smartcard monthly pass sales decreased 37.7% (2,034 vs. 1,477 in 2020). YTD pass sales decreased 9.7% (6,879 vs. 7,620 in 2020).
- Shuttle Park monthly sales decreased 76.2% (124 vs. 521 in 2020). YTD sales decreased 73.5% (430 vs. 1,622 in 2020).
- 7-Day Pass/Smartcard monthly sales increased 45.6% (600 vs. 412 in 2020). YTD sales decreased 22.8% (2,404 vs. 3,115 in 2020).
- ESBP monthly sales decreased 60.7% (251 vs. 638 in 2020). YTD sales decreased 74.1% (724 vs. 2,792 in 2020). February 2021 Group Sales decreased 49.2% (10,887 passes vs. 21,444 in 2020) and decreased 63.3% (19,867 passes vs. 54,158) YTD.

UTAP monthly rides decreased 69.1% (26,529 vs. 85,874 in 2020). YTD rides decreased 82.2% (75,129 vs. 423,145 in 2020).

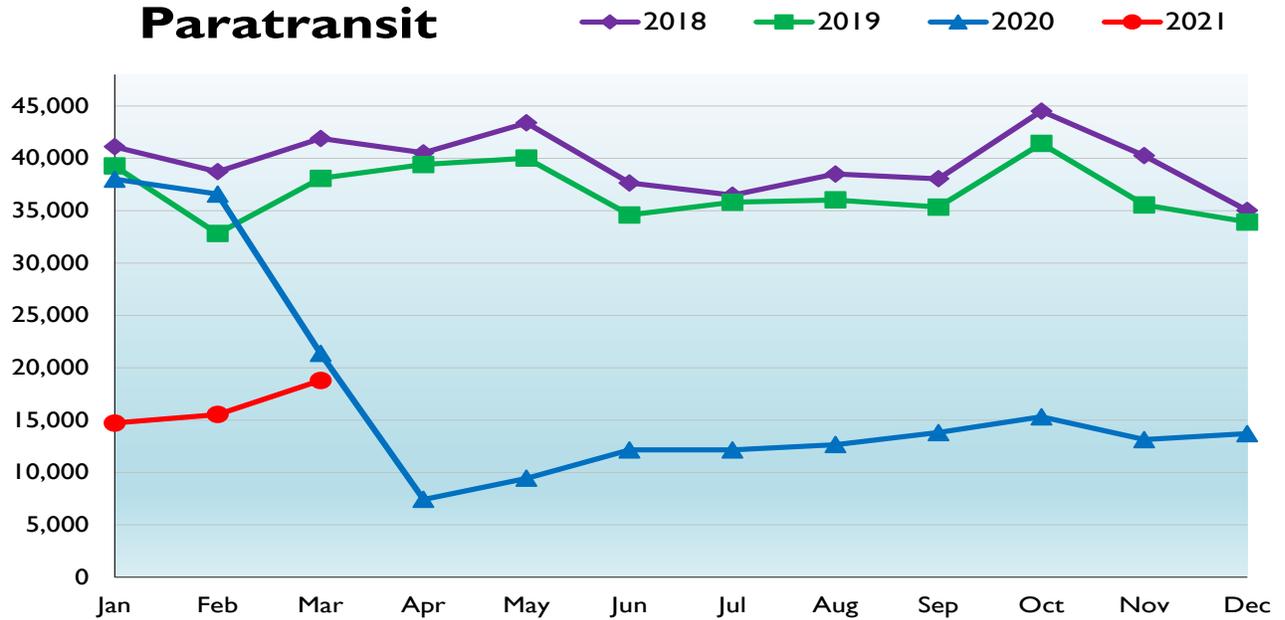
Community Access Program sold 950 2hr passes and 615 Day passes in March. This is the 7th month of this pilot program.

**RECOMMENDATION TO COMMITTEE:** Information only.

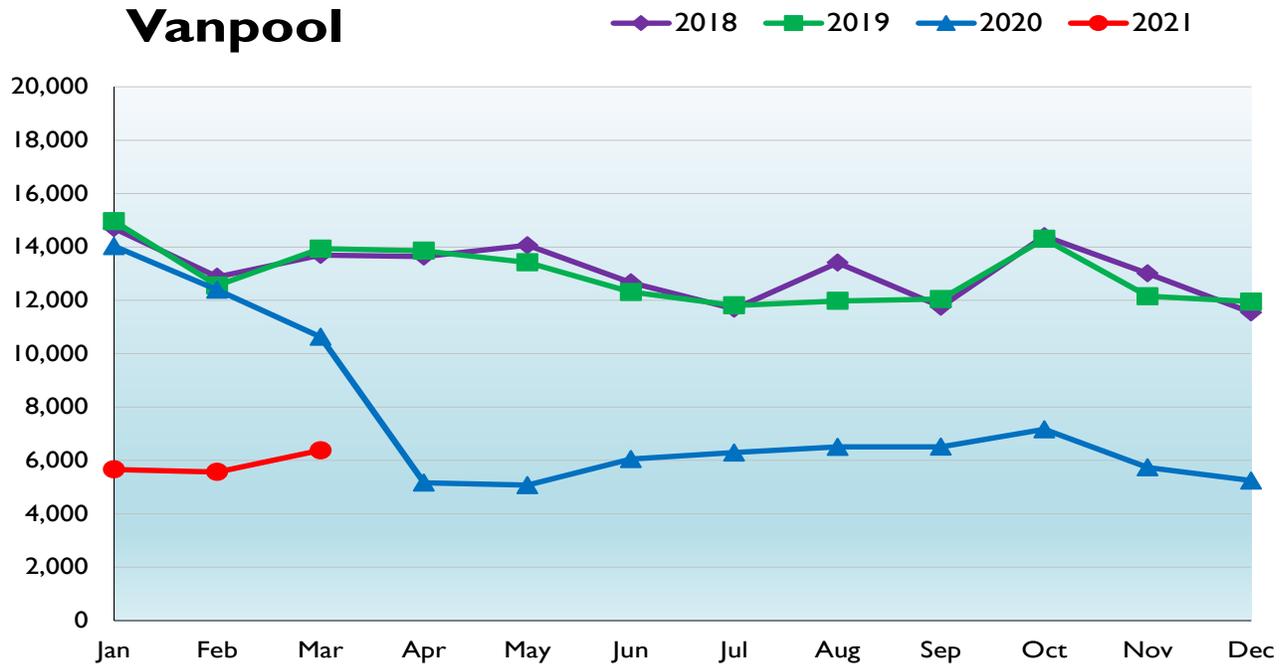
## Fixed Route

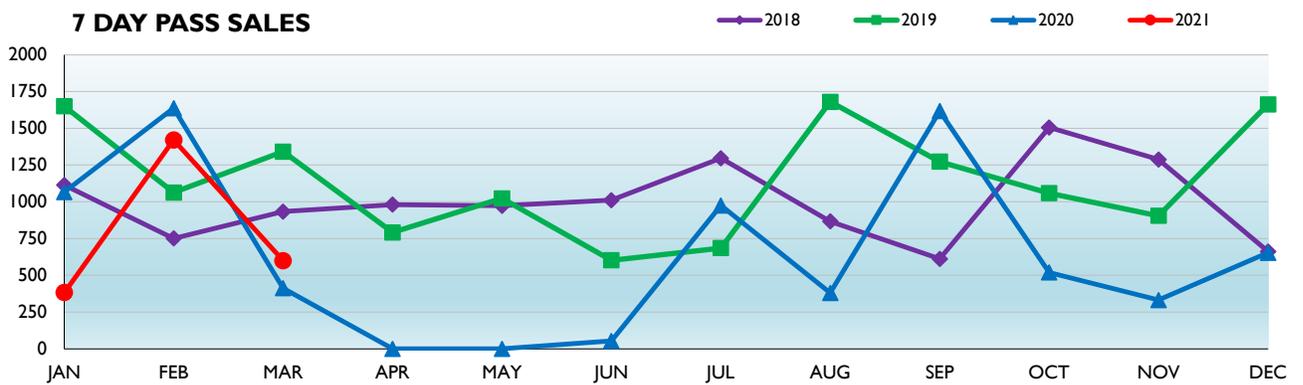
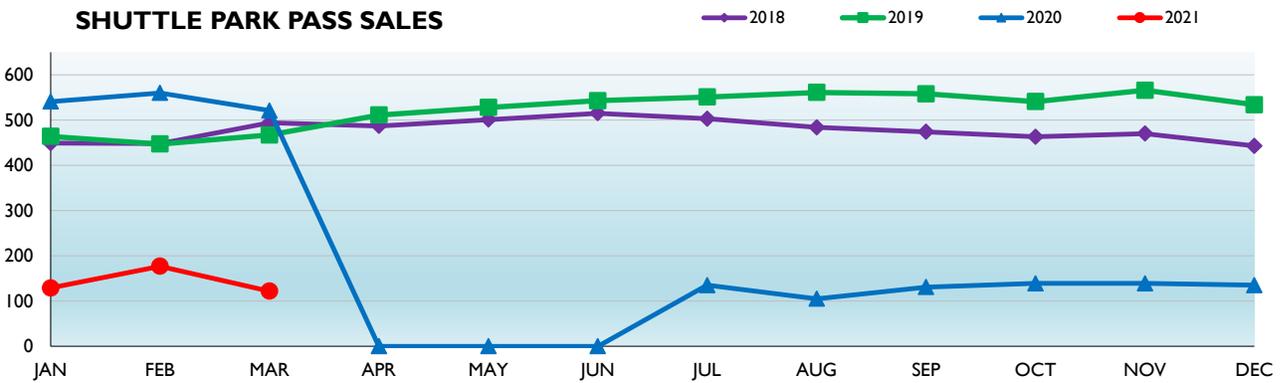
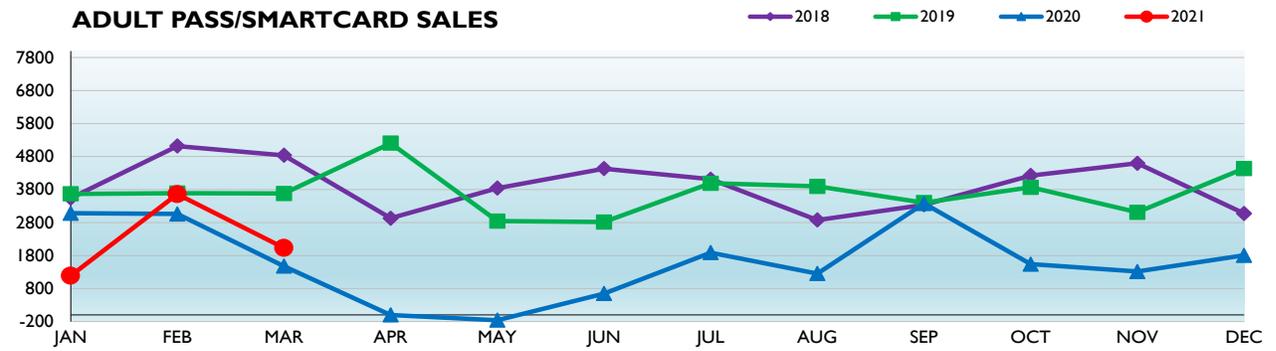


## Paratransit



## Vanpool







**SPOKANE TRANSIT AUTHORITY**

**PERFORMANCE MONITORING AND EXTERNAL RELATIONS MEETING**

May 5, 2021

**AGENDA ITEM 7C:** MARCH 2021 FINANCIAL RESULTS SUMMARY

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Monique Liard, Chief Financial Officer  
Tammy Johnston, Senior Financial Services Manager

---

**SUMMARY:** Attached are the March 2021 financial results. As part of the 2021 budget process, staff returned to preparing a monthly breakdown of revenues and expenses. The charts are being shown with a comparison to the YTD budgetary values rather than as a percentage of the year which has elapsed as shown for 2020 and prior.

Revenue

Overall, March year-to-date revenue is 51.5% (\$12.3M) higher than budget impacted by the following:

- Fares & Other Transit Revenue is 22.0% lower than budget
- Sales Tax Revenue is 21.3% higher than budget
- Federal & State Grants is 403.9% higher than budget
- Miscellaneous Revenue is 42.3% higher than budget

Operating Expenses

Overall, March year-to-date operating expenses are 9.9% (\$2.1M) lower than budget influenced by the timing of payments as follows:

- Fixed Route is 6.6% lower than budget
- Paratransit is 8.2% lower than budget
- Vanpool is 26.6% lower than budget
- Plaza is 41.4% lower than budget
- Administration is 18.7% lower than budget

**RECOMMENDATION TO COMMITTEE:** Information only.

## Spokane Transit Revenues <sup>(1)</sup> - March 2021

25,000,000  
20,000,000  
15,000,000  
10,000,000  
5,000,000

**Totals:**

**2020 YTD Actual**      \$ 27,634,536

**2021 YTD Actual**      \$ 36,140,729 (51.5%)

**2021 YTD Budget**     \$ 23,848,997

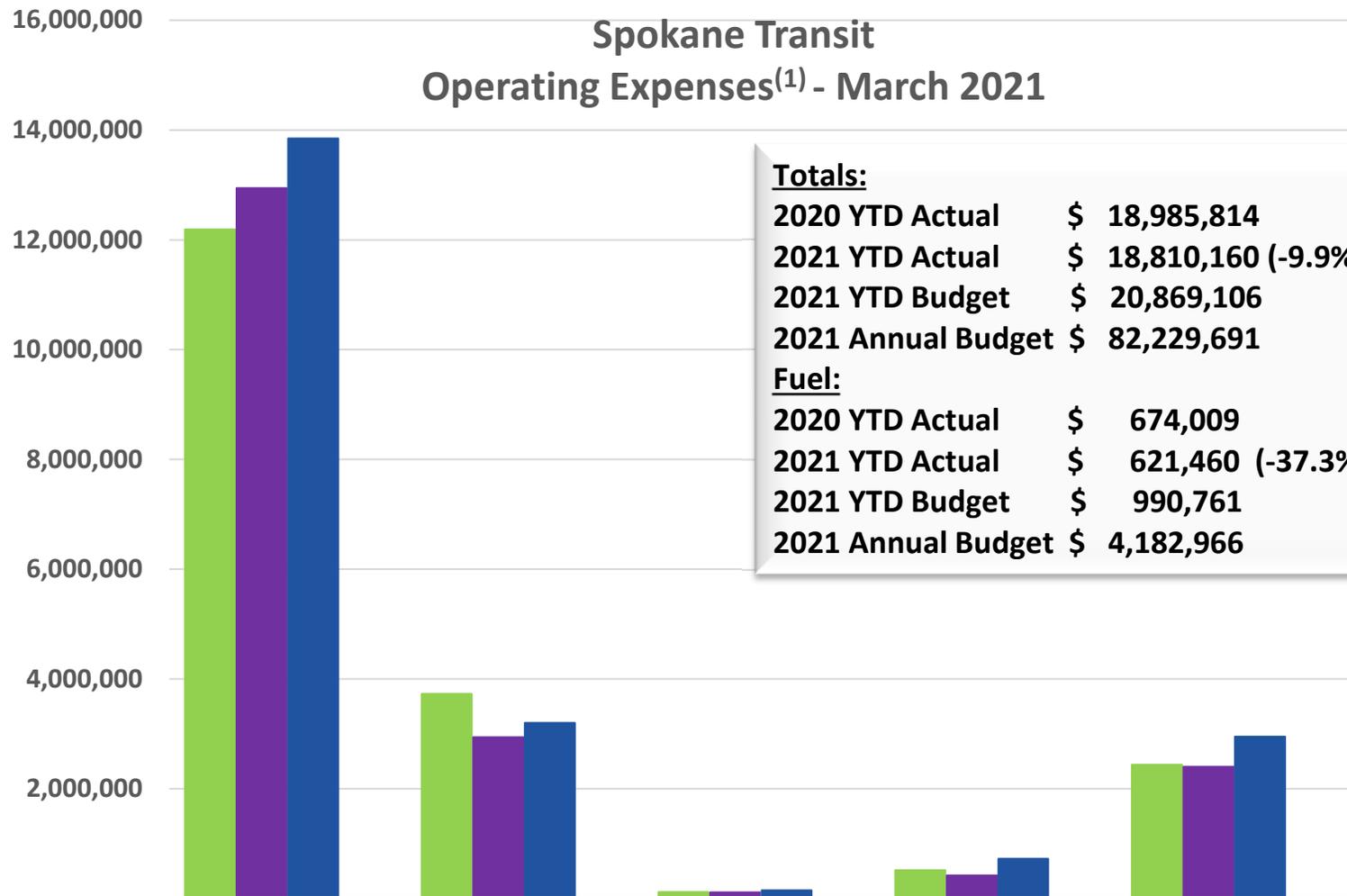
**2021 Annual Budget** \$ 96,994,755



	Fares & Other Transit Revenue	Sales Tax	Federal & State Grants (2)	Miscellaneous
■ 2020 YTD Actual	2,656,651	22,493,123	1,867,512	617,250
■ 2021 YTD Actual	1,537,784	23,568,866	10,520,067	514,012
■ 2021 YTD Budget	1,970,579	19,429,424	2,087,803	361,191
2021 YTD Budget Variance	-22.0%	21.3%	403.9%	42.3%
2021 Budget	7,909,947	78,486,526	9,153,521	1,444,761

(1) Above amounts exclude grants used for capital projects. Year-to-date March state capital grant reimbursements total \$1,032,742 and federal capital grant reimbursements total \$2,360,051. (2) Federal/State Grants are over budget due to unbudgeted CRRSSA Funding of \$7,699,129.

## Spokane Transit Operating Expenses<sup>(1)</sup> - March 2021



**Totals:**

2020 YTD Actual	\$ 18,985,814
2021 YTD Actual	\$ 18,810,160 (-9.9%)
2021 YTD Budget	\$ 20,869,106
2021 Annual Budget	\$ 82,229,691
<b>Fuel:</b>	
2020 YTD Actual	\$ 674,009
2021 YTD Actual	\$ 621,460 (-37.3%)
2021 YTD Budget	\$ 990,761
2021 Annual Budget	\$ 4,182,966

	Fixed Route	Paratransit	Vanpool	Plaza	Administration
2020 YTD Actual	12,191,446	3,725,943	119,460	512,954	2,436,011
2021 YTD Actual	12,942,555	2,936,541	109,821	422,238	2,399,005
2021 YTD Budget	13,849,718	3,199,446	149,570	720,890	2,949,482
2021 YTD Budget Variance	-6.6%	-8.2%	-26.6%	-41.4%	-18.7%
2021 Budget	55,669,976	12,847,070	603,027	2,317,546	10,792,072

(1) Operating expenses exclude capital expenditures of \$6,720,702 and Street/Road cooperative projects of \$0 for year-to-date March 2021.

## SPOKANE TRANSIT AUTHORITY

### PERFORMANCE MONITORING AND EXTERNAL RELATIONS MEETING

May 5, 2021

**AGENDA ITEM 7D:** APRIL 2021 SALES TAX REVENUE

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Monique Liard, Chief Financial Officer  
Tammy Johnston, Senior Financial Services Manager

---

**SUMMARY:** Attached is April 2021 voter-approved sales tax revenue information.

April sales tax revenue, which represents sales for February 2021, was:

- 19.7% above budget and March 2020 actual
- 7.9% YTD above 2020 actual
- 24.6% YTD above budget

Total taxable sales for February 2021 were *up* 19.4% over February 2020, while 2021 YTD sales were *up* 14.1% compared with February 2020 YTD. Retail, Construction, and Accommodation and Food Services continue to be the top three rankings YTD. Accommodation and Food Services has leveled out, but continues to experience *decreases* from the prior YTD:

- Retail Trade *increased* by 23.5% (\$86.0M) February 2021 vs February 2020 (was 20.5% increase in January 2021) and is *up* by 22.0% (\$165.2M) 2021 YTD vs 2020 YTD
  - Other Miscellaneous Store Retailers *increased* 52.1% (\$38.5M) February 2021 YTD over 2020 YTD
  - Automobile Dealers *increased* 21.5% (\$30.2M) February 2021 YTD over 2020 YTD
  - General Merchandise Stores, including Warehouse Clubs and Supercenters, *increased* 18.8% (\$20.1M) February 2021 YTD over 2020 YTD.
  - Building Material & Supplies Dealers *increased* 25.1% (\$17.9M) February 2021 YTD over 2020 YTD
  - Book Stores and News Dealers *decreased* 17.4% (\$1.0M) February 2021 YTD over 2020 YTD
- Construction *increased* by 36.2% (\$39.5M) February 2021 over February 2020 (was 21.2% increase in January 2021) and is *up* by 28.3% (\$65.7M) 2021 YTD vs 2020 YTD
- Accommodation and Food Services *increased* by 1.0% (\$670K) February 2021 vs February 2020 (was 24.4% decrease in January 2021) and is *down* 13.5% (\$20.0M) 2021 YTD vs 2020 YTD

**RECOMMENDATION TO COMMITTEE:** Information only.

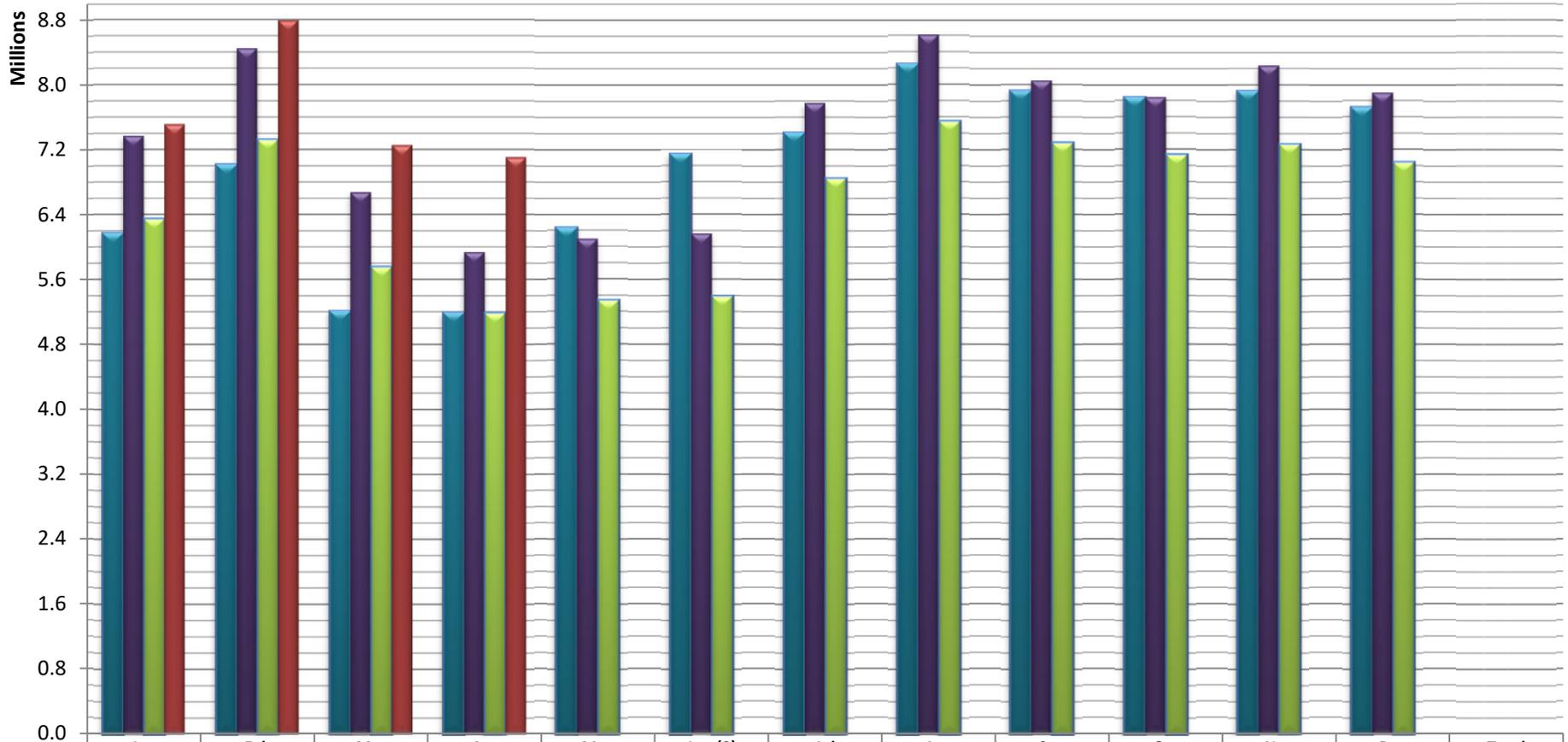
## Sales Tax Revenue History-April 2021<sup>(1)</sup>



(1) Voter approved sales tax distributions lag two months after collection by the state. For example, collection of January taxable sales are distributed in March.

(2) June distribution is April taxable sales in which the sales and use tax rate increased one-tenth of one percent (.001) from .007 to .008 in 2019.

## 2019 - 2021 SALES TAX RECEIPTS <sup>(1)</sup>



	Jan	Feb	Mar	Apr	May	Jun (2)	Jul	Aug	Sep	Oct	Nov	Dec	Total
2019 Act.	6,174,964	7,017,558	5,212,448	5,191,296	6,230,070	7,142,964	7,412,766	8,253,600	7,928,815	7,838,478	7,925,862	7,717,259	84,046,080
2020 Act.	7,370,074	8,448,309	6,674,740	5,937,757	6,092,534	6,163,749	7,776,530	8,613,027	8,051,397	7,840,122	8,241,404	7,898,954	89,108,597
2021 Bud.	6,348,654	7,325,498	5,755,272	5,190,084	5,339,536	5,394,743	6,848,141	7,548,469	7,286,779	7,133,050	7,273,215	7,043,085	78,486,526
2021 Act.	7,517,140	8,794,667	7,257,060	7,108,633	-	-	-	-	-	-	-	-	30,677,500
\$ Mo. Var.	147,066	346,358	582,320	1,170,876	-	-	-	-	-	-	-	-	
% Mo. Var.	2.0%	4.1%	8.7%	19.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
\$ YTD Var.	147,066	493,424	1,075,744	2,246,620	-	-	-	-	-	-	-	-	
% YTD Var.	2.0%	3.1%	4.8%	7.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
% YTD Bud. Var.	18.4%	19.3%	21.3%	24.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

<sup>(1)</sup> Voter approved sales tax distributions lag two months after collection. For example, collection of January taxable sales are distributed in March.

<sup>(2)</sup> June distribution is April taxable sales in which the sales and use tax rate increased one-tenth of one percent (.001) from .007 to .008 in 2019.

## SPOKANE TRANSIT AUTHORITY

### PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE MEETING

May 5, 2021

**AGENDA ITEM 7E:** 1<sup>ST</sup> QUARTER 2021 SERVICE PLANNING INPUT REPORT

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Karl Otterstrom, Director of Planning and Development  
Kathleen Weinand, Principal Transit Planner

---

**SUMMARY:** A total of 15 comments were received by the Planning and Development Department during the quarter. Of the comments received, five were related to requests for new service, four were related to existing service, and six were related to bus stops. The comments are summarized below. It is also noted if any comments are addressed by the *STA Moving Forward* plan.

**BACKGROUND:**

The Planning and Development Department receives comments from external sources and itemizes each comment to follow up and document feedback used for emerging opportunities for future service changes. These comments are obtained from a variety of sources since customer engagement cannot be a one-size-fits-all approach. Planning Department staff obtains feedback from customers at public meetings, through the Customer Service Department, phone calls, letters, emails, voice messages, emails from STA Questions (STA's website comment portal), and feedback from coach operators and supervisors. Planning staff may also receive inquiry requests from STA Board Members. STA's planning staff responds to every comment received when valid contact information is provided. Comments are also discussed at the internal Service Improvement Committee meetings.

The purpose of this summary is to inform the Performance Monitoring and External Relations Committee of the feedback received by the Planning and Development Department in the 1st Quarter of 2021. It should be noted that this feedback summary applies only to department-related activities which include, but are not limited to, existing and potential bus service and/or feedback related to specific bus stops.

NEW SERVICE COMMENTS
1 request for service to Pavilion Park in south Liberty Lake. <i>Not included in STA Moving Forward.</i>
1 request for service closer to E. Francis Ave at N. Lacey Street in north Spokane. <i>Service is proposed to be closer to this location in 2022 as part of the STA Moving Forward improvement to expand Northeast Spokane routes.</i>
1 request for service south of Spokane Valley near S. Barker Road and E. 15 <sup>th</sup> Avenue. <i>Not included in STA Moving Forward.</i>
1 suggestion for a route to serve Ponderosa Village in south Spokane Valley. <i>Not included in STA Moving Forward.</i>
1 request for service closer to McDonald Road and 6 <sup>th</sup> Avenue in south Spokane Valley. <i>Not included in STA Moving Forward.</i>

### EXISTING SERVICE COMMENTS

1 comment regarding timepoint adjustments needed on the Route 95. *Adjustments will be implemented at the time of the May 2021 service change.*

1 suggestion that the Meadowwood Tech Park in Liberty Lake be served by smaller buses. *Passenger loads at all segments of the run are factored into the vehicle assigned. Meadowwood is at the end of the line for the Route 74 so the bus is emptier at that location than at other points in the vehicle's run.*

1 suggestion from a Coach Operator that the layover for the Route 68 be moved to K-Street station while EWU is out of service. *Suggested change would impact connections to other routes.*

1 suggestion from a Coach Operator to shift layover from SFCC to SCC on the Route 33. *Suggested change would impact connections to other routes.*

### BUS STOP COMMENTS

1 comment from a Coach Operator that using u-channel poles to mount bus stop signs looks unprofessional. *Jurisdictional staff mount bus stop signs for STA and using u-channel poles is standard practice in Spokane Valley and unincorporated Spokane County.*

1 request to relocate a bus stop at S. Cannon Street and Sunset Boulevard. in Spokane away from a property owner's driveway. *STA is working with the City of Spokane to relocate the stop.*

1 comment from an Operator about the installation of signs at an insufficient distance from the curb. *The concern has been shared with County sign crew for consideration.*

1 request for a shelter at the stop at N. Crestline Street at E. Dalke Avenue in north Spokane. *The stop does not have enough ridership to meet warrants for a shelter.*

1 request for a shelter at the stop on Hwy. 902 and College Hill Street in Cheney. *The stop does not have enough ridership to meet warrants for a shelter.*

1 request for a bench at E. Rowan Avenue at N. Haven Street in north Spokane. *The request was forwarded to the advertising company that has a contract with the City of Spokane to provide benches.*

**RECOMMENDATION TO COMMITTEE:** Information only.

**SPOKANE TRANSIT AUTHORITY**

**PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE**

May 5, 2021

**AGENDA ITEM 8 :** JUNE 2, 2021, DRAFT COMMITTEE AGENDA REVIEW

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** STA Staff

---

**SUMMARY:** At this time, members of the Performance Monitoring and External Relations Committee will have an opportunity to review and discuss the items proposed to be included on the agenda for the meeting of May 5, 2021.

**RECOMMENDATION TO COMMITTEE:** For discussion.

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

## PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE

Wednesday, June 2, 2021, 1:30 p.m.

Via Video Conference

### DRAFT AGENDA

1. Call to Order and Roll Call
2. Committee Chair Report *(5 minutes)*
3. Committee Action *(5 minutes)*
  - A. Minutes of the May 5, 2021, Committee Meeting – *Corrections/Approval*
4. **Committee Action** *(20 minutes)*
  - A. Board Consent Agenda
    1. Project Acceptance: Plaza 1<sup>st</sup> Floor Restroom Partition Replacement *(Rapez-Betty)*
  - B. Board Discussion Agenda
    1. Scope of Work: Diesel Storage Tank Replacement *(COO)*
5. **Reports to Committee** *(15 minutes)*
  1. 2020 Community Perception Summary *(Rapez-Betty)*
6. CEO Report *(15 minutes)*
7. Committee Information – *no discussion/staff available for questions*
  - A. April 2021 Operating Indicators *(COO)*
  - B. April 2021 Financial Results Summary *(Liard)*
  - C. May 2021 Sales Tax Revenue Information *(Liard)*
8. June 30, 2021 *(July)*, Committee Meeting Draft Agenda Review *(10 minutes)*
9. New Business *(10 minutes)*
10. Committee Members' Expressions *(10 minutes)*
11. Adjourn
12. Next Committee Meeting (Via WebEx Virtual Conference): June 30, 2021 (July), 1:30 p.m.

Agendas of regular Committee and Board meetings are posted the Friday afternoon preceding each meeting on 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. 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**

**PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE**

May 5, 2021

**AGENDA ITEM 9**: NEW BUSINESS

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** N/A

---

**SUMMARY:** At this time, the Committee will have the opportunity to initiate discussion regarding new business relating to Performance Monitoring and External Relations.

**RECOMMENDATION TO COMMITTEE:** For discussion.

**SPOKANE TRANSIT AUTHORITY**

**PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE**

May 5, 2021

**AGENDA ITEM 10 :** COMMITTEE MEMBERS' EXPRESSIONS

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** N/A

---

**SUMMARY:** At this time, members of the Performance Monitoring and External Relations Committee will have an opportunity to express comments or opinions.

**RECOMMENDATION TO COMMITTEE:** For discussion.