

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

## PLANNING & DEVELOPMENT COMMITTEE MEETING

Wednesday, November 28, 2018 (December), 10:00 a.m.  
Spokane Transit Southside Conference Room

### AGENDA

*Estimated meeting time: 80 minutes*

1. Call to Order and Roll Call
2. Public Expressions
3. Committee Chair Report *(10 minutes)*
4. Committee Action *(5 minutes)*
  - A. Minutes of the October 31, 2018 (November) Committee Meeting -- *Corrections/Approval*
  - B. Approval of 2019 Committee Work Program – *(Otterstrom)*
5. Committee Action *(45 minutes)*
  - A. Board Consent Agenda
    1. Approve Master Design & Construction Agreement Between City of Spokane & STA – *(Otterstrom/Wells)*
6. Reports to Committee  
*(No information included this month)*
7. CEO Report *(E. Susan Meyer) (10 minutes)*
8. Committee Information  
*(No information included this month)*
9. Review February 6, 2018 Committee Meeting Agenda
10. New Business
11. Committee Members' Expressions *(10 minutes)*
12. Adjourn
13. Next Committee Meeting: Wednesday, February 6, 2018 at 10:00 a.m.  
(STA Southside Conference Room, 1230 West Boone Avenue, Spokane, WA)

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

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

November 28, 2018

**AGENDA ITEM 2: PUBLIC EXPRESSIONS**

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** N/A

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**SUMMARY:**

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

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

**RECOMMENDATION TO COMMITTEE:** N/A

**FINAL REVIEW FOR BOARD BY:**

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

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

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

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

November 28, 2018

**AGENDA ITEM 3: COMMITTEE CHAIR REPORT**

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** Al French, Chair, Planning & Development Committee

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**SUMMARY:**

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

**RECOMMENDATION TO COMMITTEE:** N/A

**FINAL REVIEW FOR BOARD BY:**

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

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

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

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

November 28, 2018

**AGENDA ITEM 4A: MINUTES OF THE OCTOBER 31, 2018 COMMITTEE MEETING –  
CORRECTIONS AND/OR APPROVAL**

**REFERRAL COMMITTEE:** N/A

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

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**SUMMARY:**

Draft Minutes of the October 3, 2018 Planning & Development Committee meeting are attached for your information, corrections and/or approval.

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

**FINAL REVIEW FOR BOARD BY:**

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

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## PLANNING & DEVELOPMENT COMMITTEE MEETING

**DRAFT** Minutes of the October 31, 2018 (**November**) Meeting, 10:00 a.m.  
Spokane Transit Southside Conference Room

### **MEMBERS PRESENT**

Al French, Spokane County\*  
Kate Burke, City of Spokane  
*(alternate for Candace Mumm)*  
Candace Mumm, City of Spokane  
Steve Lawrence, City of Airway Heights  
*(alternate for Veronica Messing)*  
Sam Wood, City of Spokane Valley  
E. Susan Meyer, CEO, Ex-Officio

### **MEMBERS ABSENT**

Chris Grover, City of Cheney

\*Chair

### **STAFF PRESENT**

Karl Otterstrom, Director of Planning & Development  
Roger Watkins, Chief Operations Officer  
Lynda Warren, Director of Finance & Information Services  
Brandon Rapez-Betty, Director of Communications & Customer  
Service  
Nancy Williams, Director of Human Resources  
Dan Wells, Deputy Director of Capital Development  
Ryan Brodwater, Capital Projects Manager

### **STAFF ABSENT**

Emily Arneson, Ombudsman & Accessibility Officer  
Jan Watson, Executive Assistant to the CEO & Clerk of the  
Authority

### **GUESTS**

Mike Kunder, AFSCME 3939, President

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

Chair French called the meeting to order at 10:05 a.m. Roll was called and introductions were made.

#### 2. **PUBLIC EXPRESSIONS**

None.

#### 3. **COMMITTEE CHAIR REPORT**

Chair French referred to last month's trip to the APTA 2018 Annual Conference in Nashville, TN and that STA continues to put the "steps in place" for the Central City Line.

4. COMMITTEE ACTION

A. MINUTES OF THE OCTOBER 3, 2018 COMMITTEE MEETING

**Ms. Kate Burke moved to recommend approval of the October 3, 2018 Planning & Development Committee meeting minutes. The motion was seconded by Mr. Steve Lawrence; however, the Committee was reminded that Mr. Lawrence is holding a non-voting seat this year so motion was seconded by Chair French and passed unanimously.**

5. COMMITTEE ACTION

A. BOARD CONSENT AGENDA

*(No items being presented this month.)*

B. BOARD DISCUSSION AGENDA – COMMITTEE RECOMMENDATION AGENDA

I. FINAL PROPOSED OF 2019 OPERATING & CAPITAL BUDGETS

Ms. Lynda Warren presented a brief review of the Final Proposed 2019 Operating & Capital Budgets. Ms. Warren focused on the changes since proposed to the final proposed.

*Ms. Candace Mumm arrived at 10:10. Ms. Burke continued to observe the meeting in a non-voting capacity.*

The 2019 Operating Expenses Budget totals \$79,541,504; an 8.2% increase (\$6,049,882) over last year's budget of \$73,491,622. Changes from the 2019 proposed budget presented in September to this final proposed budget include: increases in labor of \$32,138 (an adjustment to the fixed rate model), decline in the Premera and dental renewal (a combined savings of \$478,655), and a \$31,904 adjustment to property insurance which mostly comes from an increase in mileage and property values.

Total operating expense changes in 2019 compared to the 2018 budget consist of increases to labor/benefits (\$4M), services (\$.2M), contracted transportation (\$.3M), materials (\$1.1M), and insurance utilities/other (\$.4M).

Ms. Warren reviewed the operating budget assumptions:

- Personnel – STA will add 28 full time employees and subtract 1 part time position
- Compensation -- general wage increases of 3% were given to the ATU 1105 (Fixed Route Operators, Maintenance, Facilities & Grounds, Customer Service & Clerical), ATU 1598 (Fixed Route & Paratransit Supervisors), and Management & Administrative (includes security). AFSCME 3939 (Paratransit) is still in mediation. Ms. Candace Mumm asked about the method for accounting for the retroactive expired contract. Ms. Warren responded that nothing is added to the current or future budget for open contracts until finished. With previous contracts, retroactive wages have not been included.
- Benefits – As noted before, 2019 estimated premium increases were lower than expected for Premera (4% instead of 11%) and Washington Dental (0% instead of 8%).
- Fuel – average price for diesel rose from \$2.65/gallon in 2018 to \$3.39/gallon for a total fuel budget of \$4.5M. The average price for gasoline rose from \$2.69/gallon in 2018 to \$3.51/gallon in 2019 for a total fuel budget of \$1.1M. Budget for diesel and gasoline combined is \$5.6M.
- The mobility center expenses were moved from administration to paratransit because it seemed to make more sense to place it there.

The 2019 budget includes \$99,850,438 in operating revenue; an 18.1% increase (\$15,318,060) over last year's budget figure of \$84,532,378. Changes from the 2019 proposed to final proposed budget include increases in miscellaneous revenue – updated interest projections (\$51,000), decreases in federal grants (\$93,150) and a draw on cash (\$372,463).

Chair French commented that the expense increase is more a reflection that STA put more service on the road than it is an increase in cost. Ms. Warren agreed and added that we have 6.2% more service on the road and the expenditures are about an 8% increase.

Total operating revenue increase in 2019 final proposed budget compared to 2018 budget consist of sales tax (\$13.7M), fares and other transit revenue (\$1.1M), federal grants (\$0.2M), and miscellaneous revenue (\$0.4M).

Ms. Warren reviewed the operating budget assumptions for revenue:

- Sales Tax – In previous years, the sales tax revenue assumption was based on a 3.0% growth beginning with 2014 actual sales tax revenue plus one-time adjustments to reflect current economic conditions. Economic conditions the last three years have moved farther away from this trend.
  - Sales Tax Revenue Recommendation – For 2019, staff is recommending sales tax revenue be budgeted flat with 2018 projection plus the implementation of the 0.1% rate change in April 2019.
  - Sales Tax Revenue Budget – 2018 Projected Sales Tax Revenue was \$71,327,399 with a 1/10<sup>th</sup> implemented in April (to begin receiving in June, 2019) of \$5,943,950 for a total 2018 Sales Tax Revenue Budget of \$77,271,349.
- Fare & Other Transit Revenue – Fare revenue of \$11,807,075 is based on current fare and ridership changes. The 2019 projected budgets are \$10.5M for fixed route, \$491K for paratransit, and \$163K for Vanpool.
- Grants and Miscellaneous – Federal grants of \$8.3M, state grants of \$1.4M, and miscellaneous revenue of \$1.1M.

Ms. Warren reviewed the proposed 2019 capital budget, including fleet replacement contribution as depicted in the table below.

| Funding Source   | Amount                      | % of Total |
|--|-----------------------------|------------|
| Federal  | \$ 9,989,810                | 14.4%      |
| State  | \$ 18,469,709               | 26.6%      |
| Local:   |                             |            |
| Capital <sup>1</sup>                                     | \$ 28,908,240               | 41.6%      |
| Fleet Replacement  | <u>\$ 12,128,312</u>        | 17.5%      |
|  | \$ 41,036,552               |            |
| Total 2019 Capital/Fleet Replacement Contribution Budget | <b><u>\$ 69,496,071</u></b> |            |

<sup>1</sup>Amount excludes Fixed Route Coaches and Paratransit Vans funded from Fleet Replacement Fund.

Ms. Warren summarized the type of projects included in the capital budget: vehicles, facilities-maintenance and administration, facilities–passenger and operational, technology, and high performance transit.

Total revenues for the 2019 operating and capital budgets is f \$149,037,575 for 2019, an increase of 15.6%.

Ms. Warren reviewed the cash and reserve analysis. STA expects to receive \$20M more in operating revenue than in operating expenses. These funds will go to the 2019 capital budget. After reserves, STA will have an estimated cash balance of \$12,690,946 dedicated to capital projects in the out-years of the approved capital program (2020-2024).

Ms. Mumm mentioned that interest rates are rising and asked if STA accounted for this increase. Ms. Warren and Ms. Meyer responded that STA does not conduct an independent forecast; STA asks the

county treasurer’s office each year for their guidance. Chair French added that the county uses an outside consultant to calculate the projections; they do not use county staff.

Ms. Warren requested that the Committee recommend the Board adopt, by resolution, the Final Proposed 2019 Operating and Capital Budgets consistent with the table below:

| Source of Funds:             |                      | Use of Funds:                       |                      |
|------------------------------|----------------------|-------------------------------------|----------------------|
| Revenues                     | \$ 99,850,438        | Operating Expenses                  | \$ 79,541,504        |
| Revenues                     | \$ 99,850,438        | Capital Projects                    | \$ 57,367,759        |
| From Cash Balance            | \$ 20,727,618        | <b>Fleet Replacement Allocation</b> | \$ 12,128,312        |
| <b>Total Source of Funds</b> | <b>\$149,037,575</b> | <b>Total Use of Funds</b>           | <b>\$149,037,575</b> |

**Ms. Mumm moved to approve the recommend action as presented. The motion was seconded by Chair French and passed unanimously.**

6. REPORTS TO COMMITTEE

A. CENTRAL CITY LINE: GENERAL UPDATE

Mr. Otterstrom provided a general update on the Central City Line (CCL), a six-mile corridor-based bus rapid transit project that will offer frequent service using electric buses and will operate from Brown’s Addition through Downtown, the University District, and terminate at Spokane Community College. Planning & Development is in the project development phase of this project. While some of the milestones reviewed have occurred later than expected, it is not anticipated that this will change the overall project schedule of delivering this by 2021. Monthly milestones are as follows moving forward:

November – NEPA Review Complete - The NEPA (National Environmental Policy Act) Review is almost complete. The project crosses the Centennial Trail at Cincinnati and Springfield on the Gonzaga Campus, but the property is owned by the State Parks Department. In addition, the work done on the trail may be completed by Gonzaga. STA is currently working through the details. The NEPA Review must be complete in order to achieve 60% design. The 2<sup>nd</sup> Draft Project Management Plan should be completed in November.

December – High Performance Transit (HPT) Stations, Procurement; Constructability Review

January – 60% Design, 60% Cost Estimate, STA Risk Assessment, Value Engineering Exercise, Online Open House

February – Online Open House, Open House, Final Draft Project Management Plan, Project Management Oversight Consultant (PMOC) Risk Assessment, Steering Committee meeting. The Risk Assessment is an in depth, multi-day review of the project details; to consider each and every element of risk (ie, new mayor in 2020, whether risks, utility risks, timing of our bids relative to the bidding market, etc.).

March + -- Small Starts Grant Agreement Readiness Review of all of the CCL materials

Upcoming Decisions consist of:

December – Request for Proposals (RFP) HPT Kit of Parts, City of Spokane (COS) Master Design & Construction Agreement, Ground Lease – Upriver Transit Center

January – Project Order – Riverside Avenue, Gonzaga Design & Construction Agreement

February – COS Project Order – CCL Development Agreement specific to stations

March – Right of Way (ROW) -- Acquisition, Gonzaga Easement

B. CENTRAL CITY LINE: REVIEW THIRD PARTY AGREEMENTS

Mr. Otterstrom reviewed the Central City Line Third Party Agreement Plan which identifies entity agreements

(any entity -- Avista, City of Spokane, Gonzaga University, etc. – other than FTA) necessary for successful completion of this project. Critical agreements will be identified and must be executed or awaiting execution at the time of execution of the Small Starts Grant Agreement between STA and the FTA. The Third Party Agreement Plan is required by the FTA, reviewed by the Project Management Oversight Consultant (PMOC), and helps identify project risk and project readiness. It is FTA that deems the criticality of an agreement. A critical agreement is an agreement in which the absence may significantly change the cost, scope and/or schedule for the project. A Non-Critical Agreement is one which would not result in a scope increase, cost overrun, and/or schedule delay beyond the magnitude already contemplated by the Project Management Plan and/or sub plans. The “critical” third party agreements are: Property Acquisition; City of Spokane Design and Construction; Avista Utilities Coordination and Reimbursement; Gonzaga University Design and Construction; Spokane Community College Design; Construction Operations and Maintenance; Washington State University Station Development.

The “Non-Critical” third party agreements include: City of Spokane operations and maintenance, Gonzaga University operations and maintenance, Avista Utilities intent to serve, Spokane Community College operations and maintenance agreements.

Mr. Otterstrom concluded by alluding to the complexities involved when STA is building and operating projects (transit) on property owned by entities other than STA, and receiving most of the funding from the FTA, an organization well-known for robust project oversight.

#### C. MONROE-REGAL LINE: DESIGN DEVELOPMENT UPDATE

Mr. Otterstrom provided a design development update on the Monroe-Regal Line, another project included in the *STA Moving Forward* Plan. The Monroe-Regal Line is a high performance transit line with frequent service connecting the South Hill and North Spokane. This line runs from the existing Five-Mile Park & Ride in north Spokane through downtown then south to a new Moran Station Park & Ride on the South Hill.

Recent Project Milestones and Outreach for this project are as follows:

August – September 2018: Online open house with project feedback opportunity. Post cards were sent to every address within a quarter mile of the corridor (about 17,000) requesting feedback.

September – October 2018: Neighborhood presentations with proposed stop locations and design.

October 2018: Mailers to affected property owners. Ryan Brodwater, the Capital Projects Manager for this project, met with businesses.

October 8, 2018: Design workshop at STA.

October 17, 2018: In-person open house at STA Plaza.

October 18, 2018: Moran Station open house at Moran Prairie Elementary.

The Monroe-Regal Line is on schedule to open in September of next year, 2019, however, not all of the bus stations will be complete at that time. Individual stops may open up on a later date from the beginning of service.

Mr. Otterstrom noted that STA has planned for the Monroe-Regal Line to serve Lincoln Heights via the 29<sup>th</sup> and Regal intersection; however, there is not a viable strategy for reconfiguring 29<sup>th</sup> and Regal for bus turning movements. Since the South Hill Park & Ride offers a workable alternative, staff may propose that the Board transfer funds from 29<sup>th</sup>/Regal project to fund pedestrian crossing and station improvements at 31<sup>st</sup> and Southeast Blvd. to enable a southbound HPT station. STA may come back for a decision later as the bays are at capacity. The concept would be that southbound buses stay on Southeast Blvd. with an installation of a HAWK (High-Intensity Activated CrossWalk) signal at Southeast Blvd and 31<sup>st</sup> Avenue.

Mr. Otterstrom reviewed preliminary concept site plans of the Moran Station Park & Ride. STA is working with County staff to use the 80 feet of right of way for storm water and offer an area up for an upgraded trail-head for Ben Burr Trail. There will be an electric infrastructure for charging buses, a multi-use path and ADA parking. There will be no public restrooms.

Next Steps: Finalize design and specifications; begin invitations for bid process; continue engaging public and adjacent property owners; and continue coordination with partner agencies.

D. ZERO EMISSION TECHNOLOGY FLEET TRANSITION EVALUATION UPDATE

Mr. Roger Watkins provided an update on the Zero Emission Technology Fleet Transition Evaluation. This was the first of several ongoing update reports as STA Operations receives deliverables from the consultants at the Center for Transportation and Environment (CTE) and WSP (an engineering/consulting firm without an acronym identifier). STA Operations hosted these consultants earlier this month at STA for project planning and kickoff. Consultants met with STA division experts, attended data collection/planning workshops, visited facility sites, and created a tentative output timeline. STA staff will provide periodic updates to the committees throughout the project.

The STA ZEB Analysis Steering Committee is led by Ralph Wilder. Mr. Watkins reviewed the committee's organization chart and primary tasks:

1. Central City Line & Monroe-Regal Line
2. Fleet-wide Zero Emission Transition Bus (ZEB) & Facility Requirements and Cost Assessment
3. Lifecycle Economic Analysis for Transit Bus Technology Scenarios
4. Recommendation to CEO and Board of Directors

Mr. Watkins shared that the consultants are very excited about this project because STA has hired them on the "front end" of the project before STA begins to acquire battery electric infrastructure and vehicles. Mr. Watkins also reviewed the key project milestones which begins with Monroe-Regal Line modeling by December 18, 2018 and ends with the fleet-wide Final Report deliverable by next September 16, 2019.

7. CEO REPORT

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

FTA CEO Transit Round Table – The Acting Administrator of the Federal Transit Administration, K. Jane Williams, held a CEO Transit Round Table Discussion in Washington D.C. last week. E. Susan Myer was one of only a few CEO's nationwide invited to attend this event. Developers from the Cordish Companies and from Forrest City also attended. The discussion was intended to cross-educate CEOs and developers regarding bus rapid transit and how an investment in bus rapid transit can provide the same level of appeal as light rail to developers. Topics discussed included a description of the lifestyle that transit companies are trying to create with the less expensive rapid transit. It was agreed that there needs to be a bus that looks like a train. Ms. Meyer stated that it was a great experience and the developers felt they had learned new information.

Police Department, City of Spokane and STA Agreement – Within the STA budget, \$86,900 has been allotted for an agreement with the Spokane Police Department and the City of Spokane in 2019 to continue STA's funding of one police officer in the downtown. Ms. Nancy Williams and Mr. Brandon Ropez-Betty met with Mark Richard to talk about DSP's interest in Downtown policing and safety. STA will invite the Police Chief and Mark Richard to be involved in the interviews for STA's current open position, Chief of Security.

Greenstone Pilot Project – Kendall Yards – The Kendall Yards Pass Program experienced more than 1,000 rides within the first month.

8. COMMITTEE INFORMATION

A. DRAFT 2019 COMMITTEE WORK PROGRAM

Mr. Otterstrom mentioned the Draft 2019 Committee Work Program as an information item only due to the robust discussions that have already taken place at previous meetings. Mr. Otterstrom will review this work program in detail at the December Planning & Development Committee meeting on November 28, 2018. The work program is the road map for the STA Committee meetings for the next year and the budgeting process.

9. REVIEW NOVEMBER 28, 2018 (DECEMBER) COMMITTEE MEETING AGENDA

No changes were suggested at this time.

10. NEW BUSINESS

*(No information included this month.)*

11. COMMITTEE MEMBERS' EXPRESSIONS

Ms. Mumm shared that she just completed a Council Connection Program on cable channel 5 regarding human trafficking in Spokane. Ms. Mumm reported that girls between ages 13-18 are being recruited from local high schools.

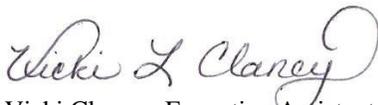
Chair French reported that another phase of Bigelow Gulch has just been opened. It is hoped that the new construction on Bigelow Gulch will help minimize the number of fatalities that occur on this road way each year.

12. ADJOURN

Chair French adjourned the meeting at 11:25 a.m.

13. NEXT COMMITTEE MEETING: NOVEMBER 28, 2018 (DECEMBER MEETING) at 10:00 a.m.  
(STA SOUTHSIDE CONFERENCE ROOM, 1230 W. BOONE AVENUE, SPOKANE, WA)

Respectfully submitted,



Vicki Clancy, Executive Assistant

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

November 28, 2018

**AGENDA ITEM 4B:**      **APPROVAL OF THE 2019 PLANNING & DEVELOPMENT COMMITTEE WORK PROGRAM**

**REFERRAL COMMITTEE:**      N/A

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

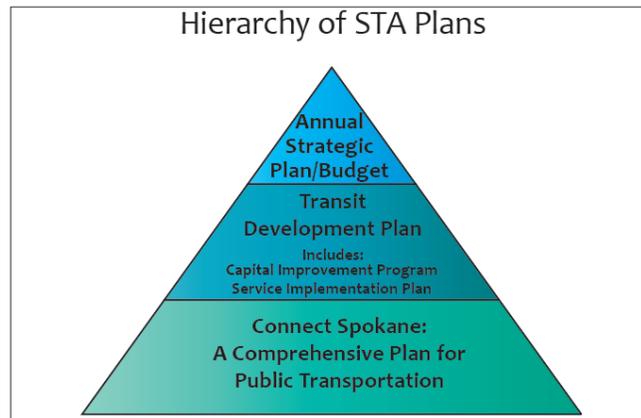
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**SUMMARY:**

According to STA Board Resolution 681-11, adopted at the September 21, 2011 STA Board Meeting, the Planning & Development Committee is accountable for designing and coordinating the Board’s participation in STA strategic and operational planning, including annual budget preparation, in this capacity:

*Reaching agreement with the Chief Executive Officer on the detailed design of the STA planning and budget development cycle—with special attention to the Board’s role in planning—and on the annual planning calendar, and ensuring that the Board participates fully and proactively in the planning process.*

*Connect Spokane: A Comprehensive Plan for Public Transportation identifies four planning documents: the Transit Development Plan, Service Implementation Plan, Capital Improvement Program and Annual Strategic Plan/Budget, that need to be updated annually. As depicted in the diagram below, all these plans are founded on the principles and policies of Connect Spokane.*



The work program is focused primarily on the annual planning calendar. As in prior years, there are some planning projects that augment the committee’s work program. As projects move beyond the planning and preliminary engineering stages, implementation work is transferred to the Performance Monitoring and External Relations Committee. We have included the following projects to have involvement by the Committee in 2019:

- The Central City Line will progress toward a Small Starts Grant Agreement, sometime in mid-2019, which will involve steps including finalizing critical third party agreements, schedule and risk review and updating cost estimates.
- Completion of the Zero Emission Technology Fleet Transition Evaluation currently underway and associated strategies and recommendations.
- The planning and preliminary design work for a build-out of High Performance Transit on the Division Corridor (Division Line) is expected to begin and progress to preliminary alternatives during 2019. This is expected to be accomplished in partnership with SRTC, the City of Spokane and other partners.
- STA will update its facility master plan in 2019, a document that projects the future requirements for administrative and maintenance facilities and identifies locations and strategies to accomplish this.
- Early scoping on a major update to STA’s comprehensive plan. The major update process would take place in earnest in 2020.

## 2019 Planning & Development Committee Work Program

| Month                 | Annual Planning Calendar   | Other Planning Projects   |
|-----------------------|--|---|
| <b>December 2018</b>  | <ul style="list-style-type: none"> <li>• Approval of Work Program</li> </ul>   |   |
| <b>January 2019</b>   | No Committee Meetings in January   |   |
| <b>February 2019</b>  | <ul style="list-style-type: none"> <li>• Review Work Program</li> <li>• 2019 Transit Development Plan (TDP): Overview</li> </ul>   | <ul style="list-style-type: none"> <li>• Central City Line: Design and public outreach update</li> </ul>  |
| <b>March 2019</b>     | <ul style="list-style-type: none"> <li>• 2019 TDP: Develop mid-range planning guidance.</li> <li>• Present and discuss draft submittal for the SRTC 2019/2020 Unified Planning Work Program (UPWP)</li> </ul>  | <ul style="list-style-type: none"> <li>• Central City Line: Briefing on Risk Assessment Workshop</li> <li>• Review FTA Annual Report on CIG Projects</li> <li>• Division Line: Review project purpose and need statement</li> </ul> |
| <b>April 2019</b>     | <ul style="list-style-type: none"> <li>• 2019 TDP                             <ul style="list-style-type: none"> <li>○ Finalize mid-range planning guidance</li> <li>○ Review preliminary revenue and expenditure forecast assumptions</li> <li>○ Identify major activities (2020-2025)</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• Central City Line                             <ul style="list-style-type: none"> <li>○ Review draft construction schedule</li> <li>○ Updated budget</li> </ul> </li> </ul>                 |
| <b>May 2019</b>       | <ul style="list-style-type: none"> <li>• 2019 TDP                             <ul style="list-style-type: none"> <li>○ Proposed 2020-2022 Service Improvements</li> <li>○ Preliminary Capital Improvement Program (2020-2025)</li> </ul> </li> </ul>   | <ul style="list-style-type: none"> <li>• Central City Line: Review Small Starts Grant Agreement</li> </ul>  |
| <b>June 2019</b>      | <ul style="list-style-type: none"> <li>• 2019 TDP: Complete draft plan</li> <li>• Public hearing conducted on draft 2019 TDP</li> </ul>  | <ul style="list-style-type: none"> <li>• Facilities Master Plan: Review preliminary assumptions for future requirements</li> </ul>  |
| <b>July 2019</b>      | <ul style="list-style-type: none"> <li>• 2019 TDP: Finalize and approve</li> <li>• Annual Strategic Plan/Budget guidance workshop (full Board)</li> </ul>  | <ul style="list-style-type: none"> <li>• Central City Line: Authorization to execute Small Starts Grant Agreement with FTA (<i>preliminary timeline- subject to further FTA guidance</i>)</li> </ul>                                |
| <b>August 2019</b>    | No Board/Committee Meetings in August  |   |
| <b>September 2019</b> | <ul style="list-style-type: none"> <li>• Draft 2020 operating and capital budgets submitted to Committee and Board</li> <li>• Review draft 2020 Annual Strategic Plan</li> </ul>   | <ul style="list-style-type: none"> <li>• Division Line: Review preliminary alternatives</li> </ul>  |
| <b>October 2019</b>   | <ul style="list-style-type: none"> <li>• Adoption of 2020 Annual Strategic Plan</li> <li>• Public hearing on draft 2020 operating and capital budgets</li> </ul>   | <ul style="list-style-type: none"> <li>• Connect Spokane Major Update: Review draft scope of work</li> </ul>  |
| <b>November 2019</b>  | <ul style="list-style-type: none"> <li>• Finalize and approve 2020 operating and capital budgets</li> <li>• Prepare 2020 Committee work program</li> </ul>   | <ul style="list-style-type: none"> <li>• Zero Emission Technology Fleet Transition Evaluation: Review findings and recommendations</li> <li>• Facilities Master Plan:</li> </ul>  |
| <b>December 2019</b>  | <ul style="list-style-type: none"> <li>• Finalize 2020 Committee work program</li> </ul>   | <ul style="list-style-type: none"> <li>• Division Line: Public outreach update</li> <li>• Connect Spokane Major Update: Approve scope of work</li> </ul>  |

**RECOMMENDATION TO COMMITTEE:** Approve the 2019 Planning & Development Committee Work Program and forward to the Board of Directors for information.

**FINAL REVIEW FOR BOARD BY:**

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

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

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

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

November 28, 2018

**AGENDA ITEM 5A1: APPROVE MASTER DESIGN & CONSTRUCTION AGREEMENT  
BETWEEN CITY OF SPOKANE & STA**

**REFERRAL COMMITTEE:** N/A

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

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**SUMMARY:**

This Master Design and Construction Agreement between the City of Spokane and the Spokane Transit Authority is an interlocal agreement that provides for mutual cooperation between the City and STA to provide for and fund public infrastructure and facilities for the benefit of the citizens and residents of Spokane. Improvements must be listed jointly in the City and STA's capital improvement program and must provide an economic or community benefit to both the City and STA through a joint effort to cooperatively complete the projects.

This Master Design and Construction Agreement sets the foundation for future, specifically written, Project Orders that will include project specific details including scope of work, budget, compensation, schedule, project contacts and incorporation of the master agreement.

Future Project Orders may include:

- City compensation for Sprague Phase I Improvements
- City compensation for Sprague Phase II Improvements
- STA compensation for Division Phase I Improvements
- STA compensation for Division Phase II Improvements
- City compensation for Gateway Bridge Landing Improvements
- City compensation for Sunset Boulevard Street Improvements
- City compensation for Francis & Alberta Intersection Improvements
- City compensation for Riverside Avenue Central City Line Stations
- Central City Line Project Development Agreement

**RECOMMENDATION TO COMMITTEE:** Recommend board approval of the Master Design and Construction Agreement and authorize the CEO to execute the agreement on behalf of Spokane Transit.

**FINAL REVIEW FOR BOARD BY:**

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

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

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

# SPOKANE TRANSIT AUTHORITY INFRASTRUCTURE IMPROVEMENTS MASTER DESIGN & CONSTRUCTION AGREEMENT

This Master Design and Construction Agreement for Spokane Transit Authority Infrastructure Improvements (“Agreement” or Master Agreement”) is made and entered into this XXX day of XXX, 2018, by and between the **City of Spokane** (“City”) and the **Spokane Transit Authority** (“STA”); each a municipal corporation of the State of Washington. The City and STA may be referred to individually as a “Party” and collectively as “Parties”.

WHEREAS, pursuant to Chapter 36.57A RCW, STA is authorized to do all things necessary to provide public transportation facilities and services to the public, including within the boundaries of the City of Spokane; and

WHEREAS, STA’s Board of Directors annually adopts a Capital Improvement Plan to provide for the construction of capital projects and improvements to public transportation facilities within its area of operation, including the construction and installation of transit amenities and infrastructure to facilitate transit service improvements within the City limits; and

WHEREAS, the City annually establishes a list of infrastructure improvements within City limits, including improvements to neighborhoods and streets to which STA provides public transportation services; and

WHEREAS, RCW 39.34.080 authorizes STA and the City to enter into cooperative agreements to provide for and fund public infrastructure and facilities for the benefit of the citizens and residents within their jurisdictions; and

WHEREAS, STA and the City desire to achieve economic benefits and project efficiencies by cooperatively planning, designing and constructing infrastructure improvements that provide a benefit to each jurisdiction and establish a process for the reimbursement of costs related to the completion of such improvements by each Party; and

WHEREAS, in recognition of the Federal Transit Administration (FTA) funding that may be utilized by STA for capital projects constructed by it as part of this cooperative agreement, the Parties desire to provide for the requisite FTA grant assurances, certifications and continuing control agreements when such federal funding is utilized by the Parties on cooperative infrastructure projects.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

## 1. DEFINITIONS

The following capitalized terms shall be interpreted as follows when used in this Agreement and any subsequent Project Orders:

| Term                 | Definition  |
|----------------------|---|
| Cooperative Project  | A capital project within the boundaries of the City of Spokane that enhances the efficiency and quality of public transportation service by providing tangible and accountable public transit benefits through the design, construction or installation of Transit Improvements.  |
| FTA                  | Federal Transit Administration  |
| Managing Party       | The primary Party responsible for the performance of work under each Project Order.   |
| Funding Party        | The Party with limited or no responsibility for the performance of work under a Project Order, but who maintains a designated fiscal responsibility for a Project Order.  |
| Project Order        | A project-specific agreement identifying the Scope of Work to be performed on said project and the obligations of each Party for the completion of each Cooperative Project, or group of Cooperative Projects. Each Project Order shall incorporate the terms and conditions of this Master Agreement.  |
| Scope of Work        | A detailed description of all work to be performed under a Project Order, including, but not limited to, design, engineering, permitting, community relations, procurement, project management and construction. The Scope of Work shall be attached to each Project Order as an exhibit to the Project Order.  |
| Transit Improvements | Capital improvements on a Cooperative Project that enhance the efficiency and quality of public transportation service, including, but not limited to, passenger boarding areas, curb and gutter, sidewalks and pathways, curb ramps, bus shelter footings, railings, supporting structures, transit shelters, lighting, signal improvements, intersection improvements, traffic re-channelization, and real-time information displays. |

## 2. SCOPE OF WORK

### A. IDENTIFICATION OF IMPROVEMENTS

- I. The City and STA shall identify Cooperative Projects in locations throughout the City to support or improve public transportation services. An initial list of potential Cooperative Projects, including a summary description of each project, is attached hereto as Exhibit A and each Cooperative Project shall be implemented upon the execution of a Project Order. Where the Parties deem appropriate and mutually agree, a Project Order may be issued retroactively to provide for reimbursement to a Managing Party for the cost of a project that

provides a benefit to the Funding Party. Additional Cooperative Projects may be agreed to pursuant to a written Project Order executed by each of the Parties.

- II. The Parties shall execute a Project Order, in the form attached hereto as Exhibit B, for each Cooperative Project or group of closely-related Cooperative Projects to be completed. The Project Order shall include, but not be limited to, identification of the Managing and Funding Parties, a detailed Scope of Work, the Transit Improvements to be constructed, a schedule for completion and each Party's financial obligations for the Cooperative Project. The terms of this Master Agreement shall be incorporated in each Project Order and any reference herein to "this Agreement" shall include any Project Order.
- III. As prioritized by the Project Orders, the Parties shall determine the order of completion and an annual schedule for the completion of Project Orders in conformance with the Parties respective capital improvement plans. The Parties agree to adhere to such schedule, and any modification to said schedule shall be communicated and coordinated between the Parties.

#### B. DESIGN AND ENGINEERING

On a Project Order basis, the Managing Party may perform some or all of the necessary administrative, design, engineering and estimating work related to the completion of the Cooperative Project(s). The Funding Party shall have the right to approve all designs, specifications, engineering work and estimates, but such approval shall not in any way relieve the Managing Party of its responsibilities for such work. The Managing Party shall designate a project manager for each Project Order.

#### C. EXECUTION OF WORK

For each Project Order, upon receipt of a written notice to proceed from the Funding Party, the Managing Party shall, to the extent permitted by law, or subcontract for the performance thereof, provide services, staff and otherwise do all things necessary for or incidental to the performance of work prescribed in the Scope of Work.

#### D. PROCUREMENT

Each Party shall be responsible for compliance with its procurement policy on any Cooperative Project. The Parties agree that the procurement policy of each Party satisfies, at a minimum, the state statutory requirements for public works projects and that STA's policies contain additional requirements in accordance with federal procurement requirements.

#### E. CONSTRUCTION PROGRESS

The Managing Party shall submit a written report at the end of each agreed upon timing specific to each Project Order to the Funding Party identifying work progress, detailed expenditures by month and to-date, schedule adherence, change orders executed and any other matters of significance in the performance of this Agreement. In coordination with the Managing Party's project manager, the Funding Party shall have the right to inspect the work in progress but the work shall not be delayed or stopped for such inspection.

## F. CHANGES

The Managing Party shall not agree to any change in the Scope of Work, specifications or other terms of the work of a Project Order, or any contract entered into by the Managing Party for the performance of its responsibilities hereunder, without the advance written approval of the Funding Party.

## G. PERMITS, APPROVALS & COMMUNITY RELATIONS

The Managing Party shall be responsible for obtaining all permits, licenses, easements and approvals necessary to execute the Scope of Work and/or its obligations hereunder, shall pay all fees or costs associated therewith, shall keep records of all information and shall provide the Funding Party with a copy of same for each Project Order. On a Project Order basis, the Parties will outline all necessary community relations activities and will agree in writing what responsibilities will be assigned to the City, STA or a joint effort.

## H. SCHEDULE

The Managing Party agrees the work under a Project Order shall be completed and final acceptance issued no later than the date specified in said Project Order, unless the Parties agree otherwise in writing.

## I. FINAL ACCEPTANCE

Upon notification by the Managing Party of completion of the work of a Project Order, the Funding Party shall inspect the Cooperative Project(s). If the Funding Party finds any work which does not meet the terms of this Agreement or any specifications or terms established under a Project Order, it shall prepare a list of such items and submit it to the Managing Party. Work which does not comply with the agreed upon specifications and terms shall be corrected by the Managing Party at no cost to the Funding Party. Notice of acceptance shall not constitute acceptance of any unauthorized or defective work or material. The Funding Party retains all rights thereunder and at law to require the Managing Party to remove, replace, repair or dispose of any unauthorized or defective work, or from recovering damages for any such work or material.

## 3. OWNERSHIP AND MAINTENANCE

Except for public transportation facilities installed and maintained solely by STA and any other improvements or amenities as agreed to in writing by the Parties, all Transit Improvements constructed with City right of way shall become the property of the City upon their completion and final acceptance, and the City shall thereafter be responsible and liable for ongoing maintenance, repair and replacement of said Transit Improvements.

## 4. CONTINUING CONTROL

In the event STA desires to complete a Cooperative Project that is funded in whole or in part by FTA grant assistance, such grant assistance shall be identified in the corresponding Project Order and the requisite FTA terms and conditions shall be incorporated into said Project Order.

A. GENERAL

The Parties acknowledge that some Cooperative Projects will be funded in part with federal funding from FTA, including but not limited to projects related to STA's Central City Line. The Parties commit to their adherence to federal and State funding and right of way acquisition requirements where required by FTA as a condition of funding ("FTA Funded Cooperative Projects"). An FTA Grant number shall be clearly noted on the Project Order executed by the Parties in order to designate a project as an FTA Funded Cooperative Project.

B. STA shall have the right to exercise satisfactory continuing control over the FTA Funded Cooperative Projects as applicable and in accordance with:

- I. 49 CFR Part 24 (and as may be amended), the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs (Uniform Act);
- II. FTA Circular C 5010.1E Grant Management Requirements (dated February 13, 2017 and as may be amended);
- III. Applicable statutes regulating environmental aspects of federally funded acquisitions, including site inspections and surveys and including 42 USC Subsections 9601-9675 (and as amended);
- IV. 2 CFR part 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
- V. Any other federal funding requirement(s) imposed on STA by FTA for an FTA Funded Cooperative Project.

C. PERIOD OF CONTROL

STA's right to exercise continuing control over a FTA Funded Cooperative Project shall continue as long as the property is needed, in the judgment of STA, for the appropriate project purposes, as described in an applicable FTA grant, for the duration of the useful life of that property, as required by the FTA, and shall include any time period necessary to dispose of the Federally Funded Cooperative Project under FTA requirements and procedures.

D. USE

The City acknowledges the FTA's interest in any FTA Funded Cooperative Project and agrees to use the FTA Funded Cooperative Project for appropriate purposes to support public transportation activities and will not exercise any right permitted under this Agreement in a manner which compromises or otherwise diminishes STA's continuing control over the FTA Funded Cooperative Project.

E. MAINTENANCE

The City agrees to maintain permanent improvements such as, but not limited to, concrete sidewalks, curbs, gutters, storm sewer drains, asphalt paving, and landscaping in good operating order, in compliance with any applicable Federal laws and regulations, and in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing. STA agrees to maintain temporary improvements such as transit shelters, real-time & persistent signage, and other transit amenities in good operating order, in compliance with any applicable Federal laws and regulations, and in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing.

F. RECORDS

The City agrees to keep all records pertaining to the use of the FTA Funded Cooperative Project and submit to STA upon request such information as may be required by the FTA to assure compliance with FTA's Master Agreement.

G. INCIDENTAL USE

Any incidental use of the FTA Funded Cooperative Project will not exceed that permitted under applicable Federal laws or regulations in accordance with applicable Federal directives. Any incidental use must be approved by STA prior to such use.

H. TRANSFER OR LEASE OF PROPERTY

The City shall not transfer any obligation pertaining to the FTA Funded Cooperative Project that would affect STA's, on behalf of the FTA, continuing interest in the FTA Funded Cooperative Project. Any transfer or lease must be approved by STA in writing and prior to such transfer or lease.

5. DISPOSITION OF COOPERATIVE PROJECT

A. GENERAL

Unless FTA Approval is required, the Parties may mutually negotiate the disposition of any Cooperative Project, subject to compliance with applicable state or local laws.

B. FTA APPROVAL WHEN REQUIRED

If the Parties are unable to agree upon a disposition proposal or plan of an FTA Funded Cooperative Project, STA may seek any necessary disposition instructions or approvals from the FTA. In such a case, STA will include in its submission to the FTA the independent views of the City regarding the appropriate disposition of the property involved. In addition, the City may assert whatever other rights it possesses by reason of its interest in such property.

C. AGREEMENT TO COMPLY

In the event that the FTA provides disposition instructions or approval with respect to the FTA Funded Cooperative Project, the City agrees to comply with the terms of such instructions or approval.

## 6. TERM

This Master Agreement shall commence upon execution by the Parties and shall continue in perpetuity unless mutually terminated by the Parties, or as terminated in accordance with Section 14.

## 7. COMPENSATION

The Funding Party shall reimburse the Managing Party for its financial obligations specified in each Project Order executed under this Agreement. The maximum aggregate expenditure by the Parties for all Project Orders entered into under this Master Agreement shall not exceed \$5,000,000.00 (Five Million dollars and no cents).

## 8. INVOICES

For each Project Order, upon the Managing Partner's issuance of completion and final acceptance to the contractor, the Managing Party shall submit an invoice to the Funding Party within thirty (30) days. Such invoice shall itemize all costs by type of expenditure for each improvement made and shall be accompanied by copies of official financial records evidencing the payments for which the Managing Party seeks reimbursement from the Funding Party.

## 9. PAYMENT

The Funding Party shall issue payment to the Managing Party within thirty (30) days of receipt of invoice for work determined to be performed in accordance with the terms of this Agreement and any applicable Project Order(s).

## 10. NOTICES

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

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

| <b>City of Spokane</b>   | <b>Spokane Transit Authority</b>  |
|--|---|
| Contact<br>Title<br>Company<br>Address<br>City, ST ZIP<br><br>E:<br>P: (509)<br>F: (509) | Robert West<br>Contracts Compliance Specialist<br>Spokane Transit Authority<br>1230 W Boone Ave<br>Spokane, WA 99201<br><br>E: <a href="mailto:rwest@spokanetransit.com">rwest@spokanetransit.com</a><br>P: (509) 325-6000<br>F: (509) 325-6050 |

## 11. COMMUNICATIONS

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

| <b>City of Spokane</b>  | <b>Spokane Transit Authority</b>   |
|---|--|
| Katherine Miller<br>Title<br>City of Spokane<br>Address<br>City, ST ZIP<br><br>E:<br>P: (509)<br>F: (509) | Daniel M. Wells<br>Deputy Director of Capital Development<br>Spokane Transit Authority<br>1230 W Boone Ave<br>Spokane, WA 99201<br><br>E: <a href="mailto:dwells@spokanetransit.com">dwells@spokanetransit.com</a><br>P: (509) 343-1695<br>F: (509) 325-6036 |

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by facsimile or email, addressed to the designated representative of the Parties as set forth above, or as may be revised by written notice in accordance with Section 1010 of this Agreement.

## 12. INDEMNIFICATION

- A. To the maximum extent permitted by law, the City shall defend, indemnify and hold harmless STA and all of its officials, employees, principals and agents from all claims, demands, suits, actions and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any acts or omissions of the City, its contractors, and/or employees, agents and representatives in performing its work, services and obligations under this Agreement or any Project Order; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Agreement or any Project Order and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the City, its contractors or employees, agents or representatives and STA or its employees, agents or representatives, the indemnification applies only to the extent of the negligence of the City, its contractors or employees, agents or representatives. In the event of any such claims, demands, suits, actions and lawsuits, the City shall assume all costs of defense thereof, including legal fees

incurred by STA, and of all resulting judgments that may be obtained against STA or any of its officers, principals, agents or employees. If resulting therefrom, any lien is placed upon property of STA or any of its officers, principals, agents or employees, the City shall at once cause the same to be dissolved and discharged by giving bond or otherwise. The City specifically assumes potential liability for actions brought by the City's own employees against STA and for that purpose the City specifically waives, as respects to STA only, any immunity under the Workers' Compensation Act, RCW Title 51; and the City recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provisions of RCW 4.24.115, if applicable. In the event either Party incurs attorneys' fees, costs or other legal expenses to enforce the provisions of this section against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

- B. To the maximum extent permitted by law, STA shall defend, indemnify and hold harmless the City and all of its officials, employees, principals and agents from all claims, demands, suits, actions and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any acts or omissions of STA, its contractors, and/or employees, agents and representatives in performing its work, services and obligations under this Agreement or any Project Order; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and services under this Agreement or any Project Order and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the City, its contractors or employees, agents or representatives and STA or its employees, agents or representatives, the indemnification applies only to the extent of the negligence of the City, its contractors or employees, agents or representatives. In the event of any such claims, demands, suits, actions and lawsuits, the City shall assume all costs of defense thereof, including legal fees incurred by STA, and of all resulting judgments that may be obtained against STA or any of its officers, principals, agents or employees. If resulting therefrom, any lien is placed upon property of STA or any of its officers, principals, agents or employees, the City shall at once cause the same to be dissolved and discharged by giving bond or otherwise. The City specifically assumes potential liability for actions brought by the City's own employees against STA and for that purpose the City specifically waives, as respects to STA only, any immunity under the Workers' Compensation Act, RCW Title 51; and the City recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provisions of RCW 4.24.115, if applicable. In the event either Party incurs attorneys' fees, costs or other legal expenses to enforce the provisions of this section against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.
- C. The provisions of this section shall survive any termination of this Agreement or any Project Order.

### 13. INDEPENDENT CAPACITY

#### A. EMPLOYEES

The employees or agents of each Party will continue to be employees or agents of that Party and will not be considered for any purpose to be employees or agents of any other Party.

#### B. NO PARTNERSHIP & NO THIRD PARTY BENEFICIARIES

It is agreed by the Parties that this Agreement, and any Project Order(s), does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in a third party.

## 14. TERMINATION

### A. DEFAULT

Any Party may terminate this Agreement, or any Project Order, for default in the event a Party fails to perform a material obligation under this Agreement. Termination shall be effected by serving a Notice of Termination in accordance with Section 1010 of this Agreement, on the other Party setting forth the manner in which the Party is in default and the effective date of termination, which shall not be less than thirty (30) calendar days after the date of notice. The termination shall not take effect if the default has been cured within ten (10) calendar days after the date of the notice of termination.

### B. EXPENSES

Expenses incurred by the City prior to the effective date of a Notice of Termination shall be reimbursed subject to the terms of this Agreement.

### C. WAIVER OF DEFAULT OR BREACH

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such by written instrument signed by the Parties. Neither payment by STA nor performance by the City shall be construed as a waiver of the other Party's rights or remedies against the other. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

## 15. FORCE MAJEURE

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

## 16. COMPLIANCE WITH LAWS

Each Party to this Agreement, and subsequent Project Order(s) shall comply with all applicable federal, state and local laws and regulations.

## 17. GOVERNING LAW & VENUE

This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the Parties as granted or imposed by state law. Any and all disputes concerning this Agreement must be resolved in the Superior Court of Spokane County, Washington. The Parties agree to exclusive personal jurisdiction, subject matter jurisdiction and the venue of this court.

## 18. SUCCESSORS & ASSIGNS

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

## 19. ENTIRE AGREEMENT

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

## 20. MODIFICATION

This Agreement, or any Project Order, may be modified or amended only by written instrument signed by the Parties.

## 21. SEVERABILITY

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

## 22. CIVIL RIGHTS

### A. NONDISCRIMINATION

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, no individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex (including sexual orientation and gender identity), race, color, religion, creed, marital status, familial status, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

### B. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this Agreement:

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

## 23. ANTI-KICKBACK

No officer or employee of STA and/or the City, having the power or duty to perform an official act or action related to this Agreement or any Project Order(s), shall have or acquire any interest in the Agreement or Project Order(s), or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement or any Project Order(s).

## 24. CONFLICT OF INTEREST

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

- I. the employee, officer or agent;
- II. any member of his/her immediate family;
- III. his or her partner; or

IV. an organization which employs, or is about to employ, and employee, officer or agent of STA has a financial or other interest in the firm selected for award.

## 25. TRADEMARKS & LOGOS

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

## 26. PUBLIC RECORDS ACT

Each Party to this Agreement understands and acknowledges that STA and the City are each a municipal corporation of the State of Washington subject to the Public Records Act, RCW 42.56 et seq.

## 27. AUDIT/RECORDS

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

Records and other documents, in any medium, furnished by any Party to this Agreement or Project Order to another Party, will remain the property of the furnishing Party, unless otherwise agreed. Subject to Section 26, the receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party or Parties are not erroneously disclosed to third parties.

## 28. COUNTERPARTS

This Agreement, and any subsequent Project Order(s), may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same instrument.

## 29. ELECTRONIC SIGNATURES

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

[signatures on the following page]

30. SIGNATURES

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

**City of Spokane**

**Spokane Transit Authority**

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

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

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

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

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

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

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

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

Attest: \_\_\_\_\_

Attest

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

\_\_\_\_\_  
By: Janet Watson  
Title: Clerk of the Authority

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

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

Approved as to Form:

Approved as to Form:

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

\_\_\_\_\_  
By: Laura McAloon  
Title: Attorney for the Authority

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

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

EXHIBIT A

STA INFRASTRUCTURE IMPROVEMENTS

TEXT

EXHIBIT B

SAMPLE PROJECT AGREEMENT

SPOKANE TRANSIT AUTHORITY INFRASTRUCTURE IMPROVEMENTS  
PROJECT ORDER

This Project Order Agreement (“Project Order”) is made and entered into this XXX day of XXX, 2018, by and between the **City of Spokane** (“City”) and the **Spokane Transit Authority** (“STA”); each referred to individually as “Party” and collectively as “Parties”.

WHEREAS, the Parties have executed the Spokane Transit Authority Infrastructure Improvements Master Design & Construction Agreement (the “Master Agreement”) on XXX, under which the Parties have agreed to complete certain Cooperative Projects within the City that support or improve transit service; and

WHEREAS, the Master Agreement permits and the Parties desire to complete the Cooperative Project described herein, subject to the terms of this Project Order and the Master Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Master Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

The following capitalized terms shall be interpreted as followed when used in this Project Order:

| Term           | Definition   |
|----------------|--|
| Budget         | Total estimated expenses to complete the Work, attached hereto as Exhibit PO-B.  |
| Change Order   | A written amendment to the Project Order authorizing a change in the Work, Budget or other information that modifies the original terms and conditions of the Project Order. |
| Managing Party | XXX  |
| Project        | The name of the Cooperative Project contemplated by this Project Order.  |
| Funding Party  | XXX  |
| Work           | All work necessary to complete the Cooperative Project identified in this Project Order ,as defined in Exhibit PO-A, attached hereto and incorporated herein.                |

## EXHIBIT B

### SAMPLE PROJECT AGREEMENT

All capitalized terms not specified in this section or elsewhere in this Project Order, shall have the same definition and meaning as specified in the Master Agreement.

EXHIBIT B

SAMPLE PROJECT AGREEMENT

2. SCOPE OF WORK

The Managing Party agrees to provide services and staff, and otherwise do all things necessary for or incidental to the performance of Work to complete the Project.

3. BUDGET

The Budget for the Project is estimated at \$XXX,XXX.XX (XXX). The Managing Party shall be responsible for ensuring concurrence with the Budget in completing the Project. Any variations in actual expenses that exceed the Budget shall be approved in writing via a Change Order to this Project Order. In no case shall this Project Budget cause total expenditures by the Parties for all Cooperative Projects to exceed the amount specified in Section 8 of the Master Agreement.

4. COMPENSATION

The Funding Party shall reimburse the Managing Party in the amount not to exceed \$XXXXX.XX (XXX) in accordance with Sections 9 and 10 of the Master Agreement.

5. SCHEDULE

The Project is anticipated to begin on XXX and is scheduled to be completed by XXX. A schedule of key dates and milestones for the Project is attached hereto and incorporated herein as Exhibit PO-C.

6. PROJECT CONTACTS

| <b>City of Spokane</b>   | <b>Spokane Transit Authority</b>  |
|--|---|
| Contact<br>Title<br>Company<br>Address<br>City, ST ZIP<br><br>E:<br>P: (509)<br>F: (509) | Contact<br>Title<br>Spokane Transit Authority<br>1230 W Boone Ave<br>Spokane, WA 99201<br><br>E: <a href="mailto:email@spokanetransit.com">email@spokanetransit.com</a><br>P: (509)<br>F: (509) |

EXHIBIT B

SAMPLE PROJECT AGREEMENT

7. PROJECT CONSTRUCTION CONTACTS

| City of Spokane  | Spokane Transit Authority   |
|--|---|
| Contact<br>Title<br>Company<br>Address<br>City, ST ZIP<br><br>E:<br>P: (509)<br>F: (509) | Contact<br>Title<br>Spokane Transit Authority<br>1230 W Boone Ave<br>Spokane, WA 99201<br><br>E: <a href="mailto:email@spokanetransit.com">email@spokanetransit.com</a><br>P: (509)<br>F: (509) |

8. INCORPORATION OF MASTER AGREEMENT

The Master Agreement between the Parties dated XXX is incorporated herein by reference as if fully set forth and shall be binding on the Parties with respect to the work hereof.

9. INCORPORATION OF FTA TERMS & CONDITIONS

This Project Order is subject to FTA funding and is subject to the FTA Terms & Conditions attached hereto as Exhibit PO-D and incorporated herein.

**OR**

This Project Order is not subject to FTA funding or FTA Terms & Conditions.

10. CONFLICT OF TERMS

In the event a conflict occurs between the terms & conditions of this Project Order and the Master Agreement, the terms of this Project Order shall prevail. Notwithstanding the foregoing, if this Project Order is subject to FTA assistance, FTA terms & conditions required thereunder shall supersede the terms & conditions of this Project Order and the Master Agreement, in that order.

[signatures on the following page]

EXHIBIT B

SAMPLE PROJECT AGREEMENT

11. SIGNATURES

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

**City of Spokane**

**Spokane Transit Authority**

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

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

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

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

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

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

Attest:

Attest:

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

\_\_\_\_\_  
By: Janet Watson  
Title: Clerk of the Authority

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

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

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

November 28, 2018

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

**REFERRAL COMMITTEE:**    N/A

**SUBMITTED BY:**            N/A

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**SUMMARY:**

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

**RECOMMENDATION TO COMMITTEE:**    N/A

**FINAL REVIEW FOR BOARD BY:**

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

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

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

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

November 28, 2018

**AGENDA ITEM 9:            REVIEW FEBRUARY 6, 2018 DRAFT COMMITTEE MEETING  
AGENDA – INFORMATION**

**REFERRAL COMMITTEE:**    N/A

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

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**SUMMARY:**

At this time, members of the Planning & Development Committee will have an opportunity to review and discuss the items proposed to be included on the agenda for the February 6, 2018 Committee meeting. Proposed agenda items include:

- Minutes of the November 28, 2018 (December) Committee meeting – *Corrections/Approval*
- Review 2019 Planning & Development Committee Work Program – *Report*
- 2019 Transit Development Plan Overview – *Report*
- Central City Line: Design and Public Outreach Update – *Report*

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

**FINAL REVIEW FOR BOARD BY:**

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

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

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

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

November 28, 2018

**AGENDA ITEM 10:      NEW BUSINESS**

**REFERRAL COMMITTEE:      N/A**

**SUBMITTED BY:              N/A**

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**SUMMARY:**

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

**RECOMMENDATION TO COMMITTEE: N/A**

**FINAL REVIEW FOR BOARD BY:**

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

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

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

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

November 28, 2018

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

**REFERRAL COMMITTEE:** N/A

**SUBMITTED BY:** N/A

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**SUMMARY:**

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

**RECOMMENDATION TO COMMITTEE:** N/A

**FINAL REVIEW FOR BOARD BY:**

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

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

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