

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

## BOARD OPERATIONS COMMITTEE MEETING

Wednesday, December 13, 2023

1:30 p.m. – 3:00 p.m.

### Meeting via Virtual Conference

*w/In Person Public Viewing Option*

Spokane Transit Authority, 1230 W. Boone Avenue, Spokane, WA

Virtual Link:	Join <a href="#">here</a>		
Password:	<b>Members:</b> 2023		<b>Guests:</b> 1223
Call-in Number:	1-408-418-9388		Event #: 2485 955 2221

## AGENDA

1. Call to Order and Roll Call
2. Approve Committee Agenda (*French*)
3. Chair's Comments (*French*) (5 minutes)
4. Committee Action/Discussion (5 minutes)
  - A. Minutes of the November 8, 2023, Committee Meeting – Corrections/Approval
  - B. Approval of SPD Interlocal Agreement – Corrections/Approval (*Williams*) (10 minutes)
5. Committee Action/Discussion (5 minutes)
  - A. Board Consent Agenda
    - i. 2024 Board & Committee Meeting Calendar (*Infalt*)
6. Committee Chair Reports (10 minutes)
  - A. Al French, Planning & Development
  - B. Pamela Haley, Performance Monitoring & External Relations
7. 2024 Performance Measures (*Rapez-Betty/Liard*) (10 minutes)
8. Draft 2024 State Legislative Focus and Priorities (*Cortright*) (10 minutes)
9. Board of Directors Draft December 21, 2023, Meeting Agenda – Corrections/Approval (*Meyer*) (5 minutes)
10. Board Operations Committee Draft January 10, 2024, Meeting Agenda – Information (*Meyer*) (5 minutes)
11. CEO Report (*Meyer*) (15 minutes)
12. New Business
13. Adjourn

Next Committee Meeting: Wednesday, January 10, 2024, at 1:30 p.m. via virtual conference

*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**  
**BOARD OPERATIONS COMMITTEE MEETING**

December 13, 2023

**AGENDA ITEM 2 :** APPROVE COMMITTEE AGENDA

**REFERRAL COMMITTEE:** n/a

**SUBMITTED BY:** Al French, Chair Pro Tem

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**SUMMARY:** At this time, the Board Operations Committee will review the meeting agenda.

**RECOMMENDATION TO COMMITTEE:** Approve agenda.

**SPOKANE TRANSIT AUTHORITY**  
**BOARD OPERATIONS COMMITTEE MEETING**

December 13, 2023

**AGENDA ITEM 3 :** BOARD OPERATIONS COMMITTEE CHAIR'S COMMENTS

**REFERRAL COMMITTEE:** n/a

**SUBMITTED BY:** Al French, Chair Pro Tem

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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:** Information only.

**SPOKANE TRANSIT AUTHORITY**  
**BOARD OPERATIONS COMMITTEE MEETING**

December 13, 2023

**AGENDA ITEM 4A :** MINUTES OF THE NOVEMBER 8, 2023, COMMITTEE MEETING –  
CORRECTIONS AND/OR APPROVAL

**REFERRAL COMMITTEE:** n/a

**SUBMITTED BY:** Amie Blain, Executive Assistant to the Chief Financial Officer

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**SUMMARY:** The November 8, 2023, meeting minutes are attached for your information and correction and/or approval.

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

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

**BOARD OPERATIONS COMMITTEE MEETING**

Draft Minutes of the November 8, 2023, Meeting

Via Webex Video Conference

**MEMBERS PRESENT**

Lori Kinnear, City of Spokane, *Chair*  
Al French, Spokane County, *Chair Pro Tem,*  
*Planning & Development Committee Chair*  
Pamela Haley, City of Spokane Valley  
*Performance Monitoring & External*  
*Relations Committee Chair*  
Dan Dunne, Small Cities Representative  
(Liberty Lake)  
E. Susan Meyer, Chief Executive Officer,  
*Ex Officio*

**MEMBERS ABSENT**

None

**STAFF PRESENT**

Carly Cortright, Chief Communications and  
Customer Service Officer  
Karl Otterstrom, Chief Planning and  
Development Officer  
Monique Liard, Chief Financial Officer  
Nancy Williams, Chief Human Resources Officer  
Dana Infalt, Clerk of the Authority  
Amie Blain, Executive Assistant to the Chief  
Financial Officer

**PROVIDING LEGAL COUNSEL**

Megan Clark, Etter, McMahon, Lamberson,  
Van Wert & Oreskovich, P.C.

**STAFF ABSENT**

Brandon Rapez-Betty, Chief Operations Officer

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

Chair Kinnear called the meeting to order at 1:30 p.m. and conducted roll call.

**2. APPROVE COMMITTEE AGENDA**

*Ms. Haley moved to approve the agenda as amended, Mr. Dunne seconded, and the motion passed unanimously.*

**3. CHAIR'S COMMENTS**

Chair Kinnear congratulated Mr. Dunne on his winning election. She also apologized to Ms. Meyer for having had to postpone their meeting due to protests at City Hall. Chair Kinnear stated she is looking forward to chairing her final STA committee meeting.

**4. COMMITTEE ACTION**

**A. October 11, 2023, Committee Minutes**

*Ms. Haley moved to approve the October 11, 2023, Committee meeting minutes as submitted, Mr. Dunne seconded, and the motion passed unanimously.*

**B. Returning to In-Person Meetings**

Ms. Meyer addressed the Committee regarding whether to return the committee meetings back to being conducted in-person with a virtual option, and the Committee discussed. No action was taken.

**5. COMMITTEE CHAIR REPORTS**

**A. Al French, Chair, Planning & Development (P&D)**

Mr. Otterstrom shared the items presented at the Planning and Development Committee meeting on November 1, 2023.

**B. Pam Haley, Chair, Performance Monitoring & External Relations (PMER)**

Ms. Haley shared the items presented at the Performance Monitoring & External Relations Committee meeting on November 1, 2023.

**6. DRAFT RULES OF PROCEDURE**

Ms. Clark shared the draft Rules of Procedure with the Committee. The Committee discussed the revisions being proposed. Ms. Clark will provide a red-lined version containing changes accepted up to, and changes made since the September 2023 Board meeting, including those made during the current Board Operations Committee meeting, to the Board for the vote at the November 16, 2023, Board meeting.

***Mr. Dunne moved to add the Draft Rules of Procedure item to the Board meeting agenda for November 16, 2023, for the Board to vote on adoption, Mr. French seconded, and the motion passed unanimously.***

**7. BOARD OF DIRECTORS AGENDA NOVEMBER 16, 2023**

Mr. French recommended adding an Executive Session to the Board meeting agenda to provide the Board the reason(s) for the extensive discussion regarding the Rules of Procedure, prior to the vote on the Draft Rules of Procedure. It will be informational only, and it will not be a discussion about the Draft Rules of Procedure. The Executive Session would be eligible to be called during the meeting under RCW 42.30.110.1 (i) (iii), "Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency." Ms. Meyer explained the logistics for the Executive Session. The Committee further discussed the addition of the Executive Session to the Board meeting agenda, and it was determined that WA State law enables a Board Member to call an Executive Session at any time.

***Mr. French moved to approve the Board of Directors agenda as amended, Mr. Dunne seconded, and the motion passed unanimously.***

**8. BOARD OPERATIONS COMMITTEE DRAFT AGENDA DECEMBER 13, 2023**

The Committee discussed the transition of the STA Board Chair and the logistics surrounding chairing the Board and committee meetings.

***Mr. Dunne moved to allow the Chair Pro Tem to chair the Board Operations Committee for the December 13, 2023, Board Operations Committee meeting, Ms. Haley seconded, and the motion passed unanimously.***

## **9. CEO REPORT**

Ms. Meyer shared details regarding the October 2023 voter-approved Sales Tax revenues. The Committee discussed the minimum temperature at which STA allows Operators to make a fare exception for riders who tell them they are going to a warming center and can't afford the fare. Ms. Meyer explained that Dr. Velazquez with the Spokane Regional Health District provided a recommendation to the City for STA to increase the threshold from zero degrees Fahrenheit to thirty-two degrees Fahrenheit. Ms. Meyer further explained that STA is deferring to the City of Spokane's activation criteria for inclement weather centers regarding the temperature threshold to ensure consistency between STA and the City of Spokane. The Committee discussed "destinationless riders." Ms. Meyer asked the Committee to provide lists of warming shelter locations with operating hours, and any additional helpful information, for their respective jurisdictions. Ms. Meyer reported that Providence Community Clinics expressed an interest in opening a clinic at the STA Plaza to provide services to low income and houseless community members. Ms. Meyer advised the Committee that she explained that STA has space available for lease at the Plaza and does not provide free space to any organization. The Committee discussed and determined this would not be a good fit for the STA Plaza. However, Board Members may choose to bring this idea to the Board directly at a future Board meeting.

## **10. NEW BUSINESS**

There was no new business.

## **11. ADJOURN**

With no further business to come before the Committee, Chair Kinnear adjourned the meeting at 3:00 p.m.

Respectfully submitted,

*Amie Blain*

Amie Blain  
Executive Assistant to the Chief Financial Officer

**SPOKANE TRANSIT AUTHORITY**

**BOARD OPERATIONS COMMITTEE MEETING**

December 13, 2023

**AGENDA ITEM 4B :** APPROVAL OF 2024 INTERLOCAL AGREEMENT WITH CITY OF SPOKANE FOR SPOKANE POLICE DEPARTMENT SERVICES

**REFERRAL COMMITTEE:** n/a

**SUBMITTED BY:** Nancy Williams, Chief Human Resources Officer

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**SUMMARY:** Since 2005, Spokane Transit Authority (STA) and Spokane Police Department (SPD) have utilized Interlocal Agreements to provide additional police presence in and around the STA Plaza.

The 2021-2023 Amended Interlocal Agreement was approved at the November 2022 Board Meeting. The agreement currently expires on December 31, 2023.

The proposed contract, which would be effective January 1, 2024, through December 31, 2024, maintains the provisions of the previous contract but increases the overall not-to-exceed amount. The proposed not-to-exceed amount is \$140,000, or \$67.14 per hour, an increase from \$117,800 per year, or \$56.63 per hour. This is paid per hour worked with a maximum of 2,080 hours.

**RECOMMENDATION TO COMMITTEE:** Recommend the Board approve the interlocal agreement with the City of Spokane for Spokane Police Department services as presented.

**COMMITTEE ACTION:**

**RECOMMENDATION TO BOARD:**

**FINAL REVIEW FOR BOARD BY:**

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

## INTERLOCAL AGREEMENT

### FOR SPOKANE POLICE DEPARTMENT PLAZA POLICE SERVICES

This Interlocal Agreement (“Agreement”) is between the City of Spokane (“City”), a Washington State municipal corporation, and the Spokane Transit Authority (“STA”), a Washington State municipal corporation and public benefit transportation area; individually referred to as “Party” and jointly referred to as the "Parties".

WHEREAS, STA and the Spokane Police Department (“SPD”) have had a longstanding partnership in providing a safe and secure environment in downtown Spokane; and

WHEREAS, STA desires to continue to support the effort of the City and the SPD to increase the availability and visibility of SPD officers at STA’s downtown transit center, located at 701 W. Riverside Avenue, Spokane, WA (“The Plaza”); and

WHEREAS, a routine law enforcement presence consisting of SPD commissioned officers and STA Transit Officers (“STA Officers”) located in and around The Plaza helps to deter illegal activity in an area of high pedestrian activity in downtown Spokane; and

WHEREAS, the Parties desire to enhance police services provided at The Plaza and to assist in furthering law enforcement efforts in the areas immediately surrounding The Plaza; and

WHEREAS, Chapter 39.34 RCW, Washington's Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; and

NOW, THEREFORE, the Parties agree as follows:

#### 1. PURPOSE, TERMS & CONDITIONS.

The purpose of this Agreement is to enable the City and STA to establish a dedicated, full-time SPD police officer presence at The Plaza and to support law enforcement efforts for the benefit of the public in and around the immediate vicinity of The Plaza, under the following terms and conditions:

1. SPD Officer. SPD shall assign an officer to The Plaza to perform general patrol functions in and around the Plaza Service Area described in 1(F), herein. A SPD officer will be assigned to and based out of The Plaza for up to eight (8) hours each day during The Plaza hours of operation, Monday through Friday, for the term of this Agreement. Hours of the officer’s shift will be mutually agreed upon by the SPD Downtown Precinct Captain and the STA Security Manager, or their designee, and may vary with the staffing needs of the Spokane Police Department or by agreement of the parties.

2. Service Logs. In order to properly account for the hours SPD officer(s) are providing services under this Agreement, SPD officers shall utilize the Service Log located at the Plaza Customer Service Desk (1<sup>st</sup> Floor) to track all hours worked. SPD officers shall sign in and out of the Service Log upon commencement and completion, respectively, of performing services under this Agreement. STA shall maintain and control the Service Log, and reserves the right to confirm any and all invoices received from the City for services performed under this Agreement, in accordance with Section 3, herein.
  3. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle for the SPD officer.
  4. Office and Supportive Facilities. STA shall provide SPD with administrative workspace in the STA Plaza Security Office for the assigned officer and a total of four (4) parking spaces for marked SPD vehicles in The Plaza garage. Provision of the parking spaces is contingent upon the continued operation of the SPD Downtown Precinct at 710 W. Riverside Ave., Spokane, WA.
  5. Plaza Service Area. The Plaza Service Area is defined as: The Plaza, the STA boarding bays surrounding The Plaza, including boarding/alighting bays located in the 600, 700 and 800 blocks of West Riverside and West Sprague Avenues, including both North and South sides of West Riverside Avenue, and on the East side of Post Street and on both sides of Wall Street, between Riverside and Sprague Avenues, or at other locations as mutually agreed upon in writing by both Parties.
  6. Adherence to City Policy and Procedures. While providing services pursuant to this Agreement, the SPD Officer is obligated to discharge all duties of his or her office and to adhere to SPD policy and procedures at all times.
  7. Duty to City. The SPD officer has a primary obligation to the City to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations. The Parties acknowledge that SPD Officers based at The Plaza may sometimes need to be dispatched to calls outside of the assigned Plaza Service Area based on SPD's call prioritization system and/or emergency law enforcement needs.
  8. Communication. STA Transit Officers shall have direct communication with the SPD's Downtown Precinct. SPD shall respond to such calls in accordance with precinct priorities.
2. TERM. This Agreement shall commence January 1, 2024, and continue through December 31, 2024, unless terminated earlier in accordance with Section 9 herein.
  3. COMPENSATION. As full compensation for everything furnished and performed under this Agreement, STA shall pay the City an hourly rate of \$67.14 (sixty-seven dollars and fourteen cents) for each hour worked, or portion thereof, in one-quarter (1/4) hour increments, not to exceed a total of 2,080 hours or a maximum of \$140,000.00 (one hundred forty thousand dollars and zero cents) per calendar year for which SPD officers provide services under this Agreement.
  4. PAYMENT. The City shall submit monthly applications for payment addressed to the address specified in Section 6 herein. In its monthly applications, the City shall certify the hours for services performed under this Agreement. Payment to the City will be made by check within thirty (30) days of receipt of the City's monthly application and certification of hours, to the remittance address specified in Section 6 herein.

5. ADMINISTRATORS. This Agreement shall be administered by the Parties' designated representatives below:

<b>City of Spokane</b>	<b>Spokane Transit Authority</b>
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001  E: <a href="mailto:cmeidl@spokanepolice.org">cmeidl@spokanepolice.org</a> P: (509) 625-4115	Nancy Williams Chief Human Resources Officer Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:nwilliams@spokanetransit.com">nwilliams@spokanetransit.com</a> P: (509) 325-6081

6. NOTICES. All notices, requests, claims, demands and related 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 regular mail, postage prepaid; (3) by registered or certified mail, postage prepaid, return receipt requested; or (4) 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) three (3) business days after the date of mailing by regular mail, postage prepaid; (3) upon receipt after dispatch by registered or certified mail, postage prepaid; or (4) upon confirmation of a read receipt when transmitted by email.

<b>City of Spokane</b>	<b>Spokane Transit Authority</b>
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001  E: <a href="mailto:cmeidl@spokanepolice.org">cmeidl@spokanepolice.org</a> P: (509) 625-4115	Contracts Compliance Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:contracts@spokanetransit.com">contracts@spokanetransit.com</a> P: (509) 325-6062
Remittance Address:  Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001	Accounts Payable:  Accounts Payable Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201

7. INSURANCE. During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):

- A. The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers' Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$15 Million and excess Workers' Compensation Insurance to \$10 Million. Should a covered loss occur in the fulfillment of this Agreement, the City shall provide payment under the terms of its self-funded insurance program.
- B. STA shall maintain:
  - 1. General Liability Insurance on an occurrence basis, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage to protect against legal liability arising out of the performance of this Agreement; and
  - 2. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
  - 3. Workers' Compensation Insurance in compliance with Chapter 51.12.020 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers, and Employer's Liability Insurance in the amount of \$1,000,000 per occurrence.
- C. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from a Party or its insurer(s) to the other Party.

8. INDEMNIFICATION.

- A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the City, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement or monetary judgment ensuing from such actions, claims or proceedings.
- B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement or monetary judgment ensuing from such actions, claims or proceedings.
- C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

9. TERMINATION. This Agreement may be terminated by either Party by submitting a written Notice of Termination to the other Party in accordance with Section 6 herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.

10. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms of this Agreement.
11. VENUE. 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.
12. ASSIGNMENT. Neither Party may assign its interest in this Agreement without the express written consent of the other Party.
13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.
14. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
15. SEVERABILITY. 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.
16. NONDISCRIMINATION. 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, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, 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. The Parties agree to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.
17. ANTI-KICKBACK. No officer or employee of the City of Spokane or the Spokane Transit Authority, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
18. COUNTERPARTS. 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.
19. RCW 39.34 REQUIRED CLAUSES.
  - A. Purpose. See Section 1 above.
  - B. Duration. See Section 2 above.
  - C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
  - D. Responsibilities of the Parties. See provisions above.

- E. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and STA shall file this Agreement in its usual fashion.
- F. Financing. Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes (only) affecting this Agreement. Each Party shall be solely responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination. See Section 9 above.
- H. Acquisition / Disposition of Property. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

[signatures on the following page]

20. **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: Mayor

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

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

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

\_\_\_\_\_  
By: Craig Meidl  
Title: Chief of Police

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

Attest:

Attest:

\_\_\_\_\_  
By: Terri Pfister  
Title: City Clerk

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

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

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

Approved as to form:

Approved as to form:

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

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

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

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

INTERLOCAL AGREEMENT

FOR SPOKANE POLICE DEPARTMENT PLAZA POLICE SERVICES

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WHEREAS, STA and the Spokane Police Department (“SPD”) have had a longstanding partnership in providing a safe and secure environment in downtown Spokane; and

WHEREAS, STA desires to continue to support the effort of the City and the SPD to increase the availability and visibility of SPD officers at STA’s downtown transit center, located at 701 W. Riverside Avenue, Spokane, WA (“The Plaza”); and

WHEREAS, a routine law enforcement presence consisting of SPD commissioned officers and STA Transit Officers (“STA Officers”) located in and around The Plaza helps to deter illegal activity in an area of high pedestrian activity in downtown Spokane; and

WHEREAS, the Parties desire to enhance police services provided at The Plaza and to assist in furthering law enforcement efforts in the areas immediately surrounding The Plaza; and

WHEREAS, Chapter 39.34 RCW, Washington's Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; and

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE, TERMS & CONDITIONS.

The purpose of this Agreement is to enable the City and STA to establish a dedicated, full-time SPD police officer presence at The Plaza and to support law enforcement efforts for the benefit of the public in and around the immediate vicinity of The Plaza, under the following terms and conditions:

1. SPD Officer. SPD shall assign an officer to The Plaza to perform general patrol functions in and around the Plaza Service Area described in 1(F), herein. A SPD officer will be assigned to and based out of The Plaza for up to eight (8) hours each day during The Plaza hours of operation, Monday through Friday, for the term of this Agreement. Hours of the officer’s shift will be mutually agreed upon by the SPD Downtown Precinct Captain and the STA Security Manager, or their designee, and may vary with the staffing needs of the Spokane Police Department or by agreement of the parties.

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2. Service Logs. In order to properly account for the hours SPD officer(s) are providing services under this Agreement, SPD officers shall utilize the Service Log located at the Plaza Customer Service Desk (1<sup>st</sup> Floor) to track all hours worked. SPD officers shall sign in and out of the Service Log upon commencement and completion, respectively, of performing services under this Agreement. STA shall maintain and control the Service Log, and reserves the right to confirm any and all invoices received from the City for services performed under this Agreement, in accordance with Section 3, herein.

3. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle for the SPD officer.

4. Office and Supportive Facilities. STA shall provide SPD with administrative workspace in the STA Plaza Security Office for the assigned officer and a ~~total of four (4) parking spaces~~ for ~~two (2) marked~~ SPD vehicles in The Plaza garage. Provision of the parking spaces is contingent upon the continued operation of the SPD Downtown Precinct at 710 W. Riverside Ave., Spokane, WA.

~~5.4. Additional Parking Spaces. STA shall provide two (2) parking spaces for SPD patrol vehicles, in addition to those designated in Section 1(d), herein. Provision of the parking spaces is contingent upon the continued operation of the SPD Downtown Precinct at 710 W. Riverside Ave., Spokane, WA.~~

~~6.5. Plaza Service Area. The Plaza Service Area is defined as: The Plaza, the STA boarding bays surrounding The Plaza, including boarding/alighting bays located in the 600, 700 and 800 blocks of West Riverside and West Sprague Avenues, including both North and South sides of West Riverside Avenue, and on the East side of Post Street and on both sides of Wall Street, between Riverside and Sprague Avenues, or at other locations as mutually agreed upon in writing by both Parties.~~

~~7.6. Adherence to City Policy and Procedures. While providing services pursuant to this Agreement, the SPD Officer is obligated to discharge all duties of his or her office and to adhere to SPD policy and procedures at all times.~~

~~8.7. Duty to City. The SPD officer has a primary obligation to the City to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations. The Parties acknowledge that SPD Officers based at The Plaza may sometimes need to be dispatched to calls outside of the assigned Plaza Service Area based on SPD's call prioritization system and/or emergency law enforcement needs.~~

~~9.8. Communication. STA Transit Officers shall have direct communication with the SPD's Downtown Precinct. SPD shall respond to such calls in accordance with precinct priorities.~~

2. TERM. This Agreement shall commence January 1, 2024, and continue through December 31, 2024, unless terminated earlier in accordance with Section 9 herein.

3. COMPENSATION. As full compensation for everything furnished and performed under this Agreement, STA shall pay the City an hourly rate of \$67.14 (~~sixty-sixty-seven~~ dollars and fourteen cents) for each hour worked, or portion thereof, in one-quarter (1/4) hour increments, not to exceed a total of 2,080 hours or a maximum of \$140,000.00 (one hundred forty thousand dollars and zero cents) per calendar year for which SPD officers provide services under this Agreement.

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4. **PAYMENT.** The City shall submit monthly applications for payment addressed to the address specified in Section 6 herein. In its monthly applications, the City shall certify the hours for services performed under this Agreement. Payment to the City will be made by check within thirty (30) days of receipt of the City’s monthly application and certification of hours, to the remittance address specified in Section 6 herein.

5. **ADMINISTRATORS.** This Agreement shall be administered by the Parties’ designated representatives below:

<b>City of Spokane</b>	<b>Spokane Transit Authority</b>
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001  E: <a href="mailto:cmeidl@spokanepolice.org">cmeidl@spokanepolice.org</a> P: (509) 625-4115	Nancy Williams Chief Human Resources Officer Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:nwilliams@spokanetransit.com">nwilliams@spokanetransit.com</a> P: (509) 325-6081

6. **NOTICES.** All notices, requests, claims, demands and related 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 regular mail, postage prepaid; (3) by registered or certified mail, postage prepaid, return receipt requested; or (4) 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) three (3) business days after the date of mailing by regular mail, postage prepaid; (3) upon receipt after dispatch by registered or certified mail, postage prepaid; or (4) upon confirmation of a read receipt when transmitted by email.

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City of Spokane	Spokane Transit Authority
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001  E: <a href="mailto:cmeidl@spokane.org">cmeidl@spokane.org</a> P: (509) 625-4115	Contracts Compliance <del>Specialist</del> Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:contracts@spokanetransit.com">contracts@spokanetransit.com</a> P: (509) 325-6062
Remittance Address:  Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001	Accounts Payable:  Accounts Payable Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201

7. **INSURANCE.** During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):

A. The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers' Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$15 Million and excess Workers' Compensation Insurance to \$10 Million. Should a covered loss occur in the fulfillment of this Agreement, the City shall provide payment under the terms of its self-funded insurance program.

B. STA shall maintain:

1. General Liability Insurance on an occurrence basis, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage to protect against legal liability arising out of the performance of this Agreement; and
2. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
3. Workers' Compensation Insurance in compliance with Chapter 51.12.020 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers, and Employer's Liability Insurance in the amount of \$1,000,000 per occurrence.

C. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from a Party or its insurer(s) to the other Party.

8. **INDEMNIFICATION.**

A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents from

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any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the City, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement or monetary judgment ensuing from such actions, claims or proceedings.

B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement or monetary judgment ensuing from such actions, claims or proceedings.

C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

9. TERMINATION. This Agreement may be terminated by either Party by submitting a written Notice of Termination to the other Party in accordance with Section 6 herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.
10. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms of this Agreement.
11. VENUE. 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.
12. ASSIGNMENT. Neither Party may assign its interest in this Agreement without the express written consent of the other Party.
13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.
14. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
15. SEVERABILITY. 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.
16. NONDISCRIMINATION. 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, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, 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. The Parties agree to comply with, and to require that all

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subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

17. ANTI-KICKBACK. No officer or employee of the City of Spokane or the Spokane Transit Authority, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
18. COUNTERPARTS. 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.
19. RCW 39.34 REQUIRED CLAUSES.
  - A. Purpose. See Section 1 above.
  - B. Duration. See Section 2 above.
  - C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
  - D. Responsibilities of the Parties. See provisions above.
  - E. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and STA shall file this Agreement in its usual fashion.
  - F. Financing. Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes (only) affecting this Agreement. Each Party shall be solely responsible for the financing of its contractual obligations under its normal budgetary process.
  - G. Termination. See Section 9 above.
  - H. Acquisition / Disposition of Property. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

[signatures on the following page]

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20. 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: Mayor  
  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
By: Craig Meidl  
Title: Chief of Police  
  
Date: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
By: Terri Pfister  
Title: City Clerk  
  
Date: \_\_\_\_\_

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: City Attorney  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: STA Attorney  
  
Date: \_\_\_\_\_

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**SPOKANE TRANSIT AUTHORITY**

**BOARD OPERATIONS COMMITTEE**

December 13, 2023

**AGENDA ITEM 5Ai :** 2024 BOARD AND COMMITTEE MEETING CALENDAR – RECOMMENDATION

**REFERRAL COMMITTEE:** n/a

**SUBMITTED BY:** Dana Infalt, Clerk of the Authority

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**SUMMARY:** Attached is the proposed schedule for the 2024 Board and Committee meeting dates.

- The Planning and Development (P&D) and Performance Monitoring and External Relations (PMER) Committee meetings will be held in person on the first Wednesday of the month at the Spokane Transit Southside Conference Room, 1230 West Boone Avenue, at 10:00 a.m. and 1:30 p.m., respectively.
- The Board Operations Committee meetings will be held in person on the second Wednesday of the month at the Spokane Transit Northside Conference Room, 1230 West Boone Avenue, at 1:30 p.m.
- STA Board meetings will be held in person on the third Thursday of the month at the Spokane Transit Southside Conference Room, 1230 West Boone Avenue, at 1:30 p.m.

Virtual joining options will be available for all meetings.

Please note the following exceptions:

JANUARY - There are no Planning and Development or Performance Monitoring and External Relations Committee meetings scheduled for January.

FEBRUARY – Planning and Development and Performance Monitoring and External Relations Committee meetings will be held one week early on January 31, 2023. The Board Operations Committee meeting will be held one week early on February 7, 2023.

JULY - Due to the Holiday, all meetings are a week later than usual.

AUGUST - There are no Board or Committee meetings scheduled during the month of August.

**RECOMMENDATION TO COMMITTEE:** Review and recommend the Board approve the 2024 Board and Committee Meeting calendar and forward it to the Board Consent agenda.

**COMMITTEE ACTION:**

**BOARD RECOMMENDATION:**

**FINAL REVIEW FOR BOARD BY:**

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

**SPOKANE TRANSIT AUTHORITY**

**DRAFT 2024 BOARD & COMMITTEE MEETING SCHEDULE**

P&D, PMER, Board Operations & Board Meetings to be held in person at  
Spokane Transit with Virtual WebEx Joining Option

<b>Board Meetings (Third Thursday) 1:30pm-3:00pm</b>	<b>Planning &amp; Development Committee (First Wednesday) 10:00am-11:30am</b>
January 18	<i>January – No meeting scheduled</i>
February 15	January 31 <i>(1 week early)</i>
March 21	March 6
April 18	April 3
May 16	May 1
June 20	June 5
July 25 <i>(4<sup>th</sup> Thursday)</i>	July 10 <i>(2<sup>nd</sup> Wednesday)</i>
August - <i>No meeting scheduled</i>	August – <i>No meeting scheduled</i>
September 18	September 4
October 17	October 2
November 21	November 6
December 19	December 4
<b>Board Operations Committee (Second Wednesday) 1:30pm-3:00pm</b>	<b>Performance Monitoring &amp; External Relations (First Wednesday) 1:30pm-3:00pm</b>
January 10	<i>January – No meeting scheduled</i>
February 7 <i>(1 week early)</i>	January 31 <i>(1 week early)</i>
March 13	March 6
April 10	April 3
May 8	May 1
June 12	June 5
July 17 <i>(3<sup>rd</sup> Wednesday)</i>	July 10 <i>(2<sup>nd</sup> Wednesday)</i>
August - <i>No meeting scheduled</i>	August – <i>No meeting scheduled</i>
September 11	September 4
October 9	October 2
November 13	November 6
December 11	December 4
<b>2024 Citizen Advisory Committee (CAC) (Hybrid) Meeting Schedule (2<sup>nd</sup> Wednesday) 5:00 pm</b>	
February 7 <i>(1 week early)</i>	
April 10	
June 12	
September 11	
November 13	
<b>2024 Board Workshop Schedule</b>	
1 <sup>st</sup> Quarter 2024 – date(s) to be determined	
2 <sup>nd</sup> Quarter 2024 – date(s) to be determined	
3 <sup>rd</sup> Quarter 2024 – date(s) to be determined	
4 <sup>th</sup> Quarter 2024 - date(s) to be determined	

**SPOKANE TRANSIT AUTHORITY**  
**BOARD OPERATIONS COMMITTEE MEETING**

December 13, 2023

**AGENDA ITEM 6A :** PLANNING & DEVELOPMENT COMMITTEE CHAIR REPORT

**REFERRAL COMMITTEE:** n/a

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

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**SUMMARY:** At this time, the Committee Chair will review the December 6, 2023, committee meeting and January 31, 2024, (February) meeting agenda as part of the report. Agendas are attached.

**RECOMMENDATION TO COMMITTEE:** For information and discussion.

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

## PLANNING & DEVELOPMENT COMMITTEE MEETING

Wednesday, December 6, 2023

10:00 a.m. – 11:30 a.m.

### Meeting via Virtual Conference

*w/In Person Public Viewing Option*

Spokane Transit Authority, 1230 W. Boone Avenue, Spokane, WA

Virtual Link:	Join <a href="#">here</a>		
Password:	<b>Members:</b> 2023		<b>Guests:</b> 1223
Call-in Number:	1-408-418-9388		Event #: 2488 369 2507

## AGENDA

1. Call to Order and Roll Call
2. Committee Chair Report *(5 minutes)*
3. Committee Action *(10 minutes)*
  - A. Minutes of the November 1, 2023, Committee Meeting -- *Corrections/Approval*
  - B. Finalize 2024 Planning & Development Committee Work Program *(Otterstrom)*
4. Committee Action
  - A. Board Consent Agenda -- *none*
  - B. Board Discussion Agenda *(20 minutes)*
    1. Final Proposed 2024 Budget *(Liard)*
5. Reports to Committee *(30 minutes)*
  - A. Connect Spokane Comprehensive Plan: Discuss Draft Revisions *(Otterstrom)*
  - B. Connect 2035 Strategic Plan Update *(Otterstrom)*
  - C. Rideshare Program Overview *(Rapez-Betty / Cortright)*
6. CEO Report *(Meyer) (15 minutes)*
7. Committee Information *(5 minutes)*
  - A. Federal Transit Administration Section 5310 Funding Opportunity Update *(Otterstrom)*
8. Review January 31, 2024, Committee Meeting Agenda
9. New Business
10. Committee Members' Expressions *(5 minutes)*
11. Adjourn

Next Committee Meeting: Wednesday, January 31, 2024, at 10:00 a.m. via In Person *(February Meeting)*

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

**PLANNING & DEVELOPMENT COMMITTEE MEETING**

Wednesday, January 31, 2024 (February Meeting)

10:00 a.m. – 11:30 a.m.

**Meeting In Person at the STA Boardroom**

**Spokane Transit Authority, 1230 W. Boone Avenue, Spokane, WA**

*w/Virtual Public Viewing Option*

Virtual Link:	Join here		
Password:	<b>Members:</b> 2024		<b>Guests:</b> 0124
Call-in Number:	1-408-418-9388		Event #: xxxx xxx xxxx

**DRAFT AGENDA**

1. Call to Order and Roll Call
2. Committee Chair Report (5 minutes)
3. Committee Action (5 minutes)
  - A. Minutes of the December 6, 2023, Committee Meeting -- *Corrections/Approval*
4. Committee Action
  - A. Board Consent Agenda (10 minutes)
    1. Federal Transit Administration Section 5310: 2023 Call for Projects Award (*Otterstrom*)
  - B. Board Discussion Agenda -- *none*
5. Reports to Committee (30 minutes)
  - A. Review 2024 Planning & Development Committee Work Program (*Otterstrom*)
  - B. Transit Development Plan: 2025-2030 Overview (*Otterstrom*)
  - C. Connect Spokane Comprehensive Plan Update: Review Draft Elements (*Otterstrom*)
  - D. Connect 2035 Strategic Plan Update (*Otterstrom*)
6. CEO Report (*Meyer*) (15 minutes)
7. Committee Information (5 minutes)
8. Review March 6, 2024, Committee Meeting Agenda
9. New Business
10. Committee Members' Expressions (5 minutes)
11. Adjourn

Next Committee Meeting: Wednesday, March 6, 2024, at 10:00 a.m. via In Person

*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**  
**BOARD OPERATIONS COMMITTEE MEETING**

December 13, 2023

**AGENDA ITEM 6B :** PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE  
CHAIR REPORT

**REFERRAL COMMITTEE:** n/a

**SUBMITTED BY:** Pamela Haley, Chair, Performance Monitoring & External Relations

---

**SUMMARY:** At this time, the Committee Chair will review the December 6, 2023, committee meeting and January 31, 2024, (February) meeting agenda as part of the report. Agendas are attached.

**RECOMMENDATION TO COMMITTEE:** For information and discussion.

Spokane Transit Authority  
1230 West Boone Avenue  
Spokane, WA 99205

**PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING**

Wednesday, December 6, 2023

1:30 p.m. – 3:00 p.m.

**Meeting via Virtual Conference**

*w/In Person Public Viewing Option*

Spokane Transit Authority, 1230 W. Boone Avenue, Spokane, WA

Virtual Link:	<a href="#">Join Here</a>		
Password:	<b>Members:</b> 2023		<b>Guests:</b> 1223
Call-in Number:	1-408-418-9388		Event #: 2497 197 6203

**AGENDA**

1. Call to Order and Roll Call
2. Committee Chair Report *(5 minutes)*
3. Committee Action *(10 minutes)*
  - A. Minutes of the November 1, 2023, Committee Meeting -- *Corrections/Approval*
  - B. Appointment of New Members to the Citizen Advisory Committee *(Cortright)*
  - C. Reappointment of Members to the Citizen Advisory Committee *(Cortright)*
  - D. Security Services: Scope of Work Approval *(Williams)*
4. Committee Action *(20 minutes)*
  - A. Board Consent Agenda
    1. ~~Plaza Restroom Door Additions and Plumbing Modifications: Award of Contract (Rapez-Betty/Otterstrom)~~
    2. Fleck Fuel Facility Replacement: Award of Contract and Budget Adjustment *(Rapez-Betty/Otterstrom)*
    3. 2024 Performance Measures *(Rapez-Betty/Liard)*
  - B. Board Discussion/Action Agenda
    1. Draft 2024 State Legislative Focus and Priorities *(Cortright)*
5. Reports to Committee *(25 minutes)*
  - A. Citizen Advisory Committee Update *(Cortright)*
  - B. September 2024 Service Revisions: Draft Recommendation *(Otterstrom)*
  - C. ~~Fixed Route Ridership Methodology Update (Otterstrom)~~
6. CEO Report *(E. Susan Meyer) (15 minutes)*
7. Committee Information (no discussion/staff available for questions)
  - A. October 2023 Operating Indicators *(Rapez-Betty)*
  - B. October 2023 Financial Results Summary *(Liard)*

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.

- C. November 2023 Sales Tax Revenue (*Liard*)
- D. January 2024 Service Changes (*Otterstrom*)
- 8. Review January 31, 2024, Committee Meeting Agenda (*5 minutes*)
- 9. New Business (*5 minutes*)
- 10. Committee Members' Expressions (*5 minutes*)
- 11. Adjourn
- 12. Next Committee Meeting: Wednesday, January 31, 2024 (February Meeting), at 1:30 p.m. via in person (**No January meeting**)

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

**PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING**

Wednesday, January 31, 2024 (February Meeting)

1:30 p.m. – 3:00 p.m.

**STA Boardroom**

**1230 W Boone Avenue, Spokane, WA**

*In person meeting with optional virtual link below*

Virtual Link:	<b>INSERT LINK</b>		
Password:	<b>Members: 2023</b>		<b>Guests: 1223</b>
Call-in Number:	1-408-418-9388		Event #: <b>XXX</b>

**DRAFT AGENDA**

1. Call to Order and Roll Call
2. Committee Chair Report (5 minutes)
3. Committee Action (10 minutes)
  - A. Minutes of the December 6, 2023, Committee Meeting -- Corrections/Approval
4. Committee Action (10 minutes)
  - A. Board Consent Agenda
    1. Plaza Facility Engineering Services: Award of Contract (Rapez-Betty)
  - B. Board Discussion Agenda (none)
5. Reports to Committee (30 minutes)
  - A. Fleet Transition Update (Rapez-Betty)
  - B. Draft 2024 Performance Monitoring & External Relations Committee Work Program (Rapez-Betty)
  - C. 2023 Community Perception Survey Results (Cortright)
  - D. Community Access Pass Program Survey Update (Cortright)
  - E. 2023 Fixed Route Rider Survey Results (Cortright)
6. CEO Report (E. Susan Meyer) (15 minutes)
7. Committee Information (no discussion/staff available for questions)
  - A. December 2023 Operating Indicators (Rapez-Betty)
  - B. January 2024 Sales Tax Revenue (Liard)
  - C. 4th Quarter 2023 Service Planning Public Input Report (Otterstrom)
8. Review March 6, 2024, Committee Meeting Agenda (5 minutes)
9. New Business (5 minutes)
10. Committee Members' Expressions (5 minutes)
11. Adjourn
12. Next Committee Meeting: Wednesday, March 6, 2024, at 1:30 p.m. via in person

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**  
**BOARD OPERATIONS COMMITTEE MEETING**

December 13, 2023

**AGENDA ITEM 7 :** 2024 PERFORMANCE MEASURES

**REFERRAL COMMITTEE:** Performance Monitoring & External Relations (*Haley*)

**SUBMITTED BY:** Brandon Rapez-Betty, Chief Operations Officer

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**SUMMARY:** The attached report presents STA’s 2024 key operational Performance Measures which staff proposes to keep in line with the 2023 Performance Measures. Each performance measure is intended to support the delivery of a specific Spokane Transit organizational priority, as established and reviewed annually by the STA Board of Directors. These quantifiable benchmarks demonstrate the agency’s commitment to accountability.

As the Board of Directors continues its work on the *Connect 2035* Strategic Plan, it will consider and evaluate the establishment of new performance measures alongside these existing measures. Staff expects such additions, modifications or deletions to take effect for calendar year 2025.

**RECOMMENDATION TO COMMITTEE:** Review and recommend the Board approve the 2024 Performance Measures as presented.

**PMER COMMITTEE ACTION 1:** Mr. Zappone made a motion to recommend the Board of Directors approve the 2024 Performance Measures, with an amendment to the Farebox Return goal from 20% to 6.5%. Mr. Zappone and Ms. Wilkerson voted yes. Mr. Kerns and Ms. Haley voted no. The vote was tied.

**PMER COMMITTEE ACTION 2:** Mr. Kerns made a motion to recommend the Board of Directors approve the 2024 Performance Measures as presented. Mr. Kerns and Ms. Haley voted yes. Mr. Zappone and Ms. Wilkerson voted no. The vote was tied.

**COMMITTEE ACTION:**

**BOARD OPERATIONS RECOMMENDATION TO BOARD:**

**FINAL REVIEW FOR BOARD BY:**

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

**SPOKANE TRANSIT AUTHORITY**

Annotated copy to show comparison to 2023

**SUBJECT:** 2024 PERFORMANCE MEASURES

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**MISSION**

- We provide safe, inclusive, convenient, and efficient public transportation services to the Spokane area communities.
- We are leaders in transportation and a valued partner in the community’s social fabric, economic infrastructure, and quality of life.

**OUR VISION**

- Connecting everyone to opportunity.

**PRIORITIES AND OBJECTIVES**

**1. Safety**

Emphasize safety of our customers and employees in all aspects of our operations

**2. Earn and Retain the Community’s Trust**

Engender trust and accountability and satisfy and exceed the expectations of citizens, customers, and employees; increase ridership; operate an efficient, cost-effective operation; maintain tight control of operational, administrative, and capital expenditures of public resources; provide service that is responsive and tailored to the area’s needs.

**3. Provide Excellent Customer Service**

Provide consistently high-quality service to customers at every interaction with Spokane Transit; be rated by customers, the community, and employees as providing excellent customer service as measured annually in surveys.

**4. Enable Organizational Success**

Have a well-trained and highly productive workforce; promote healthy dialogue on important issues; reduce employee injuries.

**5. Exemplify Financial Stewardship**

Operate an efficient, cost-effective operation; maintain tight control of operational, administrative, and capital expenditures of public resources; establish reasonable, user-based revenue targets; plan for future operational and capital needs.

**PERFORMANCE MEASURES**

1. **ENSURE SAFETY**

Emphasize safety of our customers and employees in all aspects of our operations.

**Performance Measures**

- **Accident Rate**

Fixed Route

Measurement – (1 measure) Preventable accidents

2023 Goal: 0.08 (or less) per 10,000 miles

2024 Goal: 0.08 (or less) per 10,000 miles

Measured - Quarterly

2022 Actual: 0.15

2023 Q3 YTD: 0.17

Paratransit

Measurement – (1 measure) Preventable accidents

2023 Goal: 0.10 (or less) per 10,000 miles

2024 Goal: 0.10 (or less) per 10,000 miles

Measured - Quarterly

2022 Actual: 0.08

2023 Q3 YTD: 0.11

- **Injury Rate (Employee Days Lost)**

Fixed Route

Measurement – Workdays lost due to injury

2023 Goal: 0.02 (or less) per 1,000 employee hours

2024 Goal: 0.02 (or less) per 1,000 employee hours

Measured - Quarterly

2022 Actual: 0.02

2023 Q3 YTD: 0.04

Paratransit

Measurement – Workers Comp Lost Days

2023 Goal: 0.04 (or less) per 1,000 employee hours

2024 Goal: 0.04 (or less) per 1,000 employee hours

Measured – Quarterly

2022 Actual: 0.02

2023 Q3 YTD: 0.03

Maintenance

Measurement – Workers Comp Lost Days

2023 Goal: 0.05 (or less) per 1,000 employee hours

2024 Goal: 0.05 (or less) per 1,000 employee hours

Measured - Quarterly

2022 Actual: 0.04

2023 Q3 YTD: 0.01

- **Injury Rate (Employee Claims)**

Fixed Route

Measurement – Claims per 1,000 hours  
2023 Goal: 0.05 claims (or less) per 1,000 hours  
2024 Goal: 0.05 claims (or less) per 1,000 hours  
Measured – Quarterly  
2022 Actual: 0.09  
2023 Q3 YTD: 0.07

Paratransit

Measurement – Claims per 1,000 hours  
2023 Goal: 0.08 (or less) claims per 1,000 hours  
2024 Goal: 0.08 (or less) claims per 1,000 hours  
Measured - Quarterly  
2022 Actual: 0.07  
2023 Q3 YTD: 0.10

Maintenance

Measurement – Claims per 1,000 hours  
2023 Goal: 0.10 (or less) claims per 1,000 hours  
2024 Goal: 0.10 (or less) claims per 1,000 hours  
Measured - Quarterly  
2022 Actual: 0.08  
2023 Q3 YTD: 0.08

2. **EARN AND RETAIN THE COMMUNITY’S TRUST**

**Engender trust and accountability and satisfy and exceed the expectations of citizens, customers, and employees; increase ridership; provide service that is responsive and tailored to the area’s needs.**

**Performance Measures**

- **Ridership**

Fixed Route

Measurement – Number of unlinked trips  
2023 Goal: 20.6% increase from 2022 (approximately 7.2 million trips)  
2024 Goal: 28% increase from 2023 (approximately 9.2 million trips)  
Measured – Monthly  
2022 Actual: 25.9% increase (6,595,319 trips)  
2023 Q3 YTD: 34.3% increase

Paratransit (Excluding SUV)

Measurement – Number of unlinked trips  
2023 Goal: 9.5% increase from 2022 (approximately 344,707 trips)  
2024 Goal: 19.9% increase from 2023 (approximately 413,184 trips)  
Measured – Monthly  
2022 Actual: 29.8% increase (327,316 trips)  
2023 Q3 YTD: 17.3% increase

### Rideshare

Measurement – Number of unlinked trips

2023 Goal: 30.1% increase from 2022 (approximately 119,792 trips)

2024 Goal: 0.0% increase from 2023 (approximately 119,792 trips)

Measured – Monthly

2022 Actual: 28.8% increase (90,576 trips)

2023 Q3 YTD: 7.2% increase

- **Service Effectiveness**

### Fixed Route

Measurement – Passengers per revenue hour

2023 Goal: 15 or above system wide average

2024 Goal: 17.5 or above system wide average

Measured – Quarterly

2022 Actual: 15.70

2023 Q3 YTD: 17.08

### Paratransit

Measurement – Passengers per revenue hour

2023 Goal: 2.1 or above system wide average

2024 Goal: 2.7 or above system wide average

Measured – Quarterly

2022 Actual: 2.47

2023 Q3 YTD: 2.35

- **Customer Security**

### Fixed Route

Measurement – Response to two questions on Annual Ridership Survey: Customer assessment of personal safety & drivers' driving safe

2023 Goal: 4.5 (or above) average

2024 Goal: 4.5 (or above) average

Measured – Annually

2022 Survey: 4.1 & 4.4

2023: Results will be presented at the February committee meeting.

### Paratransit

Measurement – Response to two questions on Annual Paratransit Survey: Customer assessment of personal safety & drivers driving safe

2023 Goal: 4.5 (or above) average

2024 Goal: 4.5 (or above) average

Measured – Annually

2022: No Survey

2023 Survey: Schedule date pending for December or January

- **Public Outreach**

Agency Wide

Measurement – Response to question on annual Community Perception Survey: STA does a good job listening to the public.

2023 Goal: 4.5 (or above) on a scale of 1 to 5

2024 Goal: 4.5 (or above) on a scale of 1 to 5

Measured – Annually

2022 Survey: No Survey

2023 Survey: Results will be presented at the February committee meeting.

- **Fixed Route Ease of Use (not included in slide deck)**

Agency Wide

Measurement – % of urbanized population with basic bus service within ½ mile walk

2022 Actual: 85%

Measured – Annually

Measurement – % of Fixed Route Passenger boardings occurring at locations where passenger shelter is provided

2022 Actual: 67%

Measured – Annually

**PROVIDE EXCELLENT CUSTOMER SERVICE**

**Provide consistently high-quality service to customers at every interaction with Spokane Transit; be rated by customers, the community, and employees as providing excellent customer service as measured annually in surveys.**

**Performance Measures**

- **On Time Performance**

Fixed Route

Measurement – 0 to 5 minutes from scheduled time point

2023 Goal: 93% on time

2024 Goal: 93% on time

Measured – Monthly

2022 Actual: 92.5%

2023 Q3 YTD: 93.3%

Paratransit

Measurement – 0 to 30 minutes from scheduled pick-up time

2023 Goal: 93% on time

2024 Goal: 93% on time

Measured – Monthly

2022 Actual: 91.1%

2023 Q3 YTD: 92.5

- **Call Center**

Fixed Route Customer Service Abandon Rate

Measurement – Percent of calls abandoned in comparison to the total call volume

2023 Goal: 4% or below

2024 Goal: 4% or below

Measured – Monthly

2022 Actual: 2.0%

2023 Q3 YTD: 1%

Paratransit Reservationists Abandon Rate

Measurement – Percent of calls abandoned in comparison to the total call volume

2023 Goal: 4% or below

2024 Goal: 4% or below

Measured – Monthly

2022 Actual: 2.0%

2023 Q3 YTD: 2.0%

Fixed Route (Customer Service) Service Level

Measurement – The percent of time calls are answered within the goal period

2023 Goal: 90%/60 seconds

2024 Goal: 90%/60 seconds

Measured – Monthly

2022 Actual: 93%

2023 Q3 YTD: 93%

Paratransit Reservationists Service Level

Measurement – The percent of time calls are answered within the goal period

2023 Goal: 90%/60 seconds

2024 Goal: 90%/60 seconds

Measured – Monthly

2022 Actual: 80%

2023 Q3 YTD: 85%

- **Complaint Rate**

Fixed Route

Measurement – Number of complaints received

2023 Goal: 8 complaints (or less) per 100,000 boardings

2024 Goal: 8 complaints (or less) per 100,000 boardings

Measured – Monthly

2022 Actual Total Complaints: 9.9

2023 Q3 YTD Total Complaints: 10.0

Paratransit

Measurement – Number of complaints received

2023 Goal: 8 complaints (or less) per 10,000 boardings

2024 Goal: 8 complaints (or less) per 10,000 boardings

Measured – Monthly

2022 Actual Total Complaints: 6.0

2023 Q3 YTD Total Complaints: 4.4

- **Maintenance Reliability**

Fixed Route

Measurement – Number of Road Calls  
2023 Goal: Less than 1 per 7,500 miles  
2024 Goal: Less than 1 per 7,500 miles  
Measured – Monthly  
2022 Actual: 6,216 miles  
2023 Q3 YTD: 4,903

Paratransit

Measurement – Number of Road Calls  
2023 Goal: Less than 1 per 75,000 miles  
2024 Goal: Less than 1 per 75,000 miles  
Measured – Monthly  
2022 Actual: 75,275  
2023 Q3 YTD: 58,747

4. **ENABLE ORGANIZATIONAL SUCCESS**

**Have a well-trained and highly productive workforce; promote healthy dialogue on important issues.  
Have an active and engaged Board of Directors.**

**Performance Measures**

- **Training Rate (Employee)**

Fixed Route

Measurement – Complete Advanced Operator Training  
2023 Goal: 8 hours per Operator annually  
2024 Goal: 8 hours per Operator annually  
Measured – Quarterly  
2022 Actual: None  
2023 Q3 YTD: 9 hours per Operator annually (BEB Training)

Paratransit

Measurement – Complete Advanced Operator Training  
2023 Goal: 8 hours per Operator annually  
2024 Goal: 8 hours per Operator annually  
Measured – Quarterly  
2022 Actual: None  
2023 Q3 YTD: On hold

Maintenance

Measurement – 4 major component training events + variety of general professional classes  
2023 Goal: Invest average of 25 hours per maintenance employee per year  
2024 Goal: Invest average of 25 hours per maintenance employee per year  
Measured – Annually  
2022 Actual: 41 hours  
2023 Q3 YTD: 44 per employee

Managers/Supervisors/Administrative

Measurement – Scheduled Professional Development Class

2023 Goal: 100% of employees receive either on-site or off-site training event per year

2024 Goal: 100% of employees receive either on-site or off-site training event per year

Measured – Annually

2022 Actual: 8 hours

2023 Q3 YTD: In progress

- **Annual Employee Feedback**

Fixed Route

Measurement – Supervisor conducts formal ride check/ride along

2023 Goal: 100% of operators receive a successful evaluation on a ride check/ride along annually

2024 Goal: 100% of operators receive a successful evaluation on a ride check/ride along annually

Measured – Annually

2022 Actual: 29 out of 270

2023 Q3 YTD: 241 out of 324

Paratransit

Measurement – Supervisor conducts formal ride check/ride along

2023 Goal: 100% of operators receive a successful evaluation on a ride check/ride along annually

2024 Goal: 100% of operators receive a successful evaluation on a ride check/ride along annually

Measured – Annually

2022 Actual: 100% Completed

2023 Q3 YTD: 100% Completed

- **Governance**

Board Development

Measurement – Attendance at a transit-related conference/training event

2023 Goal: Two Board members attend annually

2024 Goal: Two Board members attend annually

Measured – Annually

2022 Actual: Completed

2023 Q3 YTD: Completed

5. **EXEMPLIFY FINANCIAL STEWARDSHIP**

**Operate an efficient, cost-effective operation; maintain tight control of operational, administrative, and capital expenditures of public resources; establish reasonable, user-based revenue targets; plan for future operational and capital needs.**

**Performance Measures**

- **Cost Efficiency**

Fixed Route

Measurement – Cost per Revenue Hour

2023 Goal: below 95% of average cost of urban systems in Washington State

2024 Goal: below 95% of average cost of urban systems in Washington State

Measured – Quarterly

2022 Actual: 72.5%

2023 Q3 YTD: 72.8%

Paratransit

Measurement – Cost per Revenue Hour

2023 Goal: below 95% of average cost of urban systems in Washington State

2024 Goal: below 95% of average cost of urban systems in Washington State

Measured – Quarterly

2022 Actual: 69.8%

2023 Q3 YTD: 69.8%

- **Cost Effectiveness**

Fixed Route

Measurement – Cost per Passenger

2023 Goal: below 95% of average cost of urban systems in Washington State

2024 Goal: below 95% of average cost of urban systems in Washington State

Measured – Quarterly

2022 Actual: 58.6%

2023 Q3 YTD: 59.7%

Paratransit

Measurement – Cost per Passenger

2023 Goal: below 94% of average cost of urban systems in Washington State

2024 Goal: below 94% of average cost of urban systems in Washington State

Measured – Quarterly

2022 Actual: 61.7%

2023 Q3 YTD: 61.7%

- **Cost Recovery from User Fees**

Fixed Route

Measurement – Farebox Return

2023 Goal: at least 20%

2024 Goal: at least 20%

Measured – Quarterly

2022 Actual: 10.84%

2023 Q3 YTD: 7.59%

Paratransit

Measurement – Farebox Return

2023 Goal: at least 5%

2024 Goal: at least 5%

Measured – Quarterly

2022 Actual: 3.95%

2023 Q3 YTD: 2.74%

Rideshare

Measurement – Fare revenue compared to Operational and Administrative expenses (not including Special Use Rideshare)

2023 Goal: 85%

2024 Goal: 85%

Measured – Quarterly

2022 Actual: 39.8%

2023 Q3 YTD: 44.5%

- **Maintenance Cost**

- Fixed Route

- Measurement – Cost per total mile by fleet

- 2023 Goal: \$1.47 per mile

- 2024 Goal: \$1.67 per mile

- Measured - Quarterly

- 2022 Actual: \$1.10

- 2023 Q3 YTD: \$1.58

- Paratransit/Rideshare

- Measurement – Cost per total mile

- 2023 Goal: \$1.13 per mile

- 2024 Goal: \$1.25 per mile

- Measured – Quarterly

- 2022 Actual: \$1.17

- 2023 Q3 YTD: \$1.14

- **Financial Capacity**

- Financial Management

- Measurement – Adherence to approved Operating Budget

- 2024 Goal: Operate at or below budgeted expenditures

- Measured – Monthly

- Service Level Stability

- Measurement – Number of years current service level can be sustained

- 2024 Goal: 6 years

- Measured – Annually

- Ability to Sustain Essential Capital Investments

- Measurement – Fully funded Capital Improvement Plan

- 2024 Goal: 6 years

- Measured – Annually

- Public Perception

- Measurement – Answer to question on Annual Community Perception Survey: STA is financially responsible

- 2023 Goal: 4.5 (or above) on a scale of 1 to 5

- 2024 Goal: 4.5 (or above) on a scale of 1 to 5

- Measured – Quarterly

- 2022 Survey: No Survey

- 2023 Survey: Results will be presented at the February committee meeting.

## SPOKANE TRANSIT AUTHORITY

### BOARD OPERATIONS COMMITTEE MEETING

December 13, 2023

**AGENDA ITEM 8 :** DRAFT 2024 STATE LEGISLATIVE FOCUS AND PRIORITIES

**REFERRAL COMMITTEE:** Performance Monitoring & External Relations (*Haley*)

**SUBMITTED BY:** Carly Cortright, Chief Communications & Customer Service Officer

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**SUMMARY:** Each year the Board of Directors adopts Legislative Priorities to guide the CEO during the session as she communicates Spokane Transit (STA) interests and priorities to the legislature. During the session, staff will watch for and analyze legislation that may pose a threat or offer new opportunities to Spokane Transit.

Because legislation affecting STA's operations and/or service may come forward at any time, the CEO requests authority from the Board to determine STA's interest on specific pieces of legislation, convey those interests to legislators and others, and report to the Performance Monitoring & External Relations Committee and the Board during the legislative session.

#### **Spokane Transit Authority (STA) Focus and Priorities for the Washington State Legislative Session**

##### **General Focus**

Monitor and provide information to the Washington State Legislature on proposed legislation that may, either positively or negatively, impact STA and/or the Spokane region. Specific priorities are:

- **Preserve local-decision-making**  
Support policies and regulations regarding governance and transit operations.
- **Preserve and expand public transit investments**  
Support policies and legislation regarding zero-emission technology and bus facilities; continue funding for transit support and special needs formula grants.
- **Support transit workforce initiatives**  
Support efforts to address transit hiring and training.

##### **Developing Priorities**

- **Transit-Oriented Development**  
Support targeted land use policy and infrastructure investments to accelerate increased development around transit.
- **Zero-Emission Transit Fleets**  
Support policies and legislation that provide greater incentives to operate and purchase zero-emission transit vehicles and electric charging capital infrastructure. Continue and expand funding for Green Transportation grants.

**Priorities to Preserve Funding for 2023-2025 biennium.**

<b>Project</b>	<b>Funding Source/Program</b>	<b>2023-2025 Award/Appropriation</b>
Division Street Bus Rapid Transit (BRT) <i>\$50M committed to project which will coincide with opening of North South Corridor</i>	Move Ahead Washington	\$7,746,000 <i>\$42.2M requested for future biennia through 29-31</i>
I-90/Valley High Performance Transit (HPT) Corridor Infrastructure: Mirabeau and Appleway Stations	Regional Mobility Grant	\$6,886,000
I90/Valley High Performance Transit (HPT) Corridor Infrastructure: Argonne Station Park and Ride	Regional Mobility Grant	\$9,000,000
Sprague Line High Performance Transit (HPT) Improvements	Regional Mobility Grant	\$2,060,000
Cheney High Performance Transit (HPT) Corridor Improvement & Vehicle Acquisition	Regional Mobility Grant	\$4,260,000
Spokane Transit Battery Electric Bus Infrastructure	Green Transportation Grant	\$295,000
Spokane Transit 2023 Fleet Electrification	Green Transportation Grant	\$4,950,000
Spokane Transit Zero-Emission Fleet Transition Plan	Green Transportation Grant	\$160,000
Fleck Bus Washer	Bus and Bus Facilities Grant	\$764,000
Special Needs (Paratransit) Formula Grant Funding	Move Ahead Washington	\$6,900,000
Transit Support Grant	Move Ahead Washington	\$13,400,000

**RECOMMENDATION TO COMMITTEE:** Review and recommend the Board approve the 2024 Legislative Focus and Priorities as presented and grant authority to the CEO to determine STA’s interest on specific pieces of legislation, convey those interests to legislators and others, and report to the Performance Monitoring and External Relations Committee and the Board during the legislative session.

**PMER COMMITTEE ACTION 1:** Mr. Zappone made a motion to recommend the Board of Directors approve the 2024 Legislative Focus and Priorities as presented, with an amendment to grant the authority to the CEO to convey STA's interest in specific pieces to legislators and others in consultation with the Performance Monitoring & External Relations Committee during the legislative session; Mr. Zappone also moved to add support for the House and Senate Bills that would convert the non-voting labor representative on the board to a voting member. Mr. Zappone and Ms. Wilkerson voted yes. Mr. Kerns and Ms. Haley voted no. The vote was tied.

**PMER COMMITTEE ACTION 2:** Mr. Kerns made a motion to recommend the Board approve the 2024 Legislative Focus and Priorities as presented and grant authority to the CEO to determine STA's interest on specific pieces of legislation, convey those interests to legislators and others, and report to the Performance Monitoring and External Relations Committee and the Board during the legislative session. Mr. Kerns and Ms. Haley voted yes. Mr. Zappone and Ms. Wilkerson voted no. The vote was tied.

**COMMITTEE ACTION:**

**BOARD OPERATIONS RECOMMENDATION TO BOARD:**

**FINAL REVIEW FOR BOARD BY:**

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

**SPOKANE TRANSIT AUTHORITY**  
**BOARD OPERATIONS COMMITTEE MEETING**

December 13, 2023

**AGENDA ITEM 9 :** BOARD OF DIRECTORS MEETING AGENDA DECEMBER 21, 2023 –  
CORRECTIONS AND/OR APPROVAL

**REFERRAL COMMITTEE:** n/a

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

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**SUMMARY:** The Board of Directors meeting agenda for December 21, 2023, is attached for the Committee's information, correction and/or approval.

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

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

## BOARD MEETING

Thursday, December 21, 2023  
1:30 – 3:00 p.m.

**STA Boardroom**  
**1230 West Boone Avenue, Spokane, WA**  
*w/Virtual Public Viewing Option*

Optional Virtual Link:	<a href="#">Join Here</a>		
Password:	<b>Members:</b> 2023		<b>Guests:</b> 1223
Call-in Number:	1-408-418-9388		Event #: 2488 011 2958

## DRAFT AGENDA

1. Call to Order and Roll Call
2. Approve Board Agenda (*Al French, Chair pro tem*)
3. Public Expressions
4. Recognitions and Presentations: *5 minutes*
  - A. Mark Freimuth, Paratransit Operator - Retirement (*Brandon Rapez-Betty*)
5. Executive Session (*Summit Law*): *15 minutes*

*For the purpose of discussing, planning, or adopting the strategy or position to be taken during the course of ongoing collective bargaining.*
6. Board Action - Consent Agenda: *5 minutes*
  - A. Minutes of the November 16, 2023, Board Meeting – Corrections/Approval
  - B. Approval of the November 2023 Vouchers (*Monique Liard*)
  - C. Approval of Public Works Contracts Under \$35,000: Final Acceptance (*Monique Liard*)
  - D. Tire Shop Door Modification Contract: Final Acceptance (*Brandon Rapez-Betty*)
  - E. 2021-10628 Fuel Facility: Final Acceptance (*Brandon Rapez-Betty*)
  - F. Fleck Fuel Facility Replacement: Award of Contract and Budget Revision (*Brandon Rapez-Betty*)
  - G. 2024 Board and Committee Meeting Calendar (*Dana Infalt*)
7. Board Action – Committee Recommendation: *30 minutes*

Planning & Development Committee

  - A. Final Proposed 2024 Budget – Resolution (*Monique Liard*)  
**(Majority vote of five required for 7A)**

Board Operations Committee

  - B. Draft 2024 State Legislative Priorities (*Carly Cortright*)
  - C. 2024 Performance Measures (*Brandon Rapez-Betty*)
  - D. Approval of SPD Interlocal Agreement: Approval (*Nancy Williams*)
8. Board Report: *10 minutes*
  - A. Connect 2035 Phase 2 Update (*Karl Otterstrom*)
  - B. Safety & Security Update (*Nancy Williams*)

9. Board Operations Committee: *5 minutes*
  - A. Chair Report (*Al French*)
10. Planning & Development Committee: *5 minutes*
  - A. Chair Report (*Al French*)
11. Performance Monitoring & External Relations Committee: *5 minutes*
  - A. Chair Report (*Pam Haley*)
12. CEO Report: *15 minutes*
13. Board Information – *no action or discussion*
  - A. Committee Minutes
  - B. November 2023 Sales Tax Revenue (*Monique Liard*)
  - C. October 2023 Financial Results Summary (*Monique Liard*)
  - D. October 2023 Operating Indicators (*Brandon Rapez-Betty*)
  - E. Connect Spokane Comprehensive Plan: Discuss Draft Revisions (*Karl Otterstrom*)
  - F. January 2024 Service Changes (*Karl Otterstrom*)
  - G. September 2024 Service Revisions: Draft Recommendation (*Karl Otterstrom*)
  - H. Federal Transit Administration Section 5310 Funding Opportunity Update (*Karl Otterstrom*)
  - I. Finalize 2024 Planning and Development Committee Work Program (*Karl Otterstrom*)
  - J. Rideshare Program Overview (*Brandon Rapez-Betty*)
  - K. Fixed Route Methodology Update (*Karl Otterstrom*)
14. New Business: *5 minutes*
  - A. Election of the 2024 Board Chair and Presentation of Gavel (*Chair pro tem*)  
**(Majority vote of five required for 14A)**
15. Board Members' Expressions: *5 minutes*
  - A. Presentation of Commendation to Karen Stratton - Retiring Board Member (*2024 Board Chair*)
16. Adjourn

Cable 5 Broadcast Dates and Times of December 21, 2023, Board Meeting:

Saturday, December 23, 2023	4:00 p.m.
Monday, December 25, 2023	10:00 a.m.
Tuesday, December 26, 2023	8:00 p.m.

Next Committee Meetings - Wednesday:

Board Operations	January 10, 2024, 1:30 p.m.
Planning & Development	January 31, 2024, 10:00 a.m. (February Meeting)
Performance Monitoring & External Relations	January 31, 2024, 1:30 p.m. (February Meeting)

Next Board Meeting:

Thursday, January 18, 2024, 1:30 p.m. Spokane Transit Southside Conference Room, 1230 West Boone Avenue, Spokane, Washington

*(Virtual joining options will be available for all STA Committee and Board meetings)*

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). A video of the Board meeting may be viewed on the website the week after the meeting. Discussions concerning matters to be brought to the Board are held in Committee meetings. The public is welcome to attend and participate. Anyone wishing to address the Board of Directors on a specific subject at a Board meeting may do so by submitting written comments to the STA Chair of the Board (1230 West Boone Avenue, Spokane, WA 99201-2686) 24 hours prior to the Board meeting. Mail addressed to the Board of Directors will be distributed by STA at its next meeting. Mail addressed to a named Board Member will be forwarded to the Board Member, unopened. 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**  
**BOARD OPERATIONS COMMITTEE MEETING**

December 13, 2023

**AGENDA ITEM 10** : BOARD OPERATIONS COMMITTEE DRAFT JANUARY 10, 2024, MEETING  
AGENDA – INFORMATION

**REFERRAL COMMITTEE:** n/a

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

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**SUMMARY:** The draft Board Operations Committee meeting agenda for January 10, 2024, is attached for your information.

**RECOMMENDATION TO COMMITTEE:** For information and discussion.

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

## BOARD OPERATIONS COMMITTEE MEETING

Wednesday, January 10, 2024

1:30 p.m. – 3:00 p.m.

### Meeting via Virtual Conference

*w/In Person Public Viewing Option*

Spokane Transit Authority, 1230 W. Boone Avenue, Spokane, WA

Virtual Link:	Join here		
Password:	<b>Members:</b> 2024		<b>Guests:</b> 0124
Call-in Number:	1-408-418-9388		Event #: xxxx xxx xxxx

### DRAFT AGENDA

1. Call to Order and Roll Call
2. Approve Committee Agenda (*French*)
3. Chair's Comments (*French*) (5 minutes)
4. Committee Action/Discussion (5 minutes)
  - A. Minutes of the December 13, 2023, Committee Meeting – Corrections/Approval
5. Appointment of Board Members & Chairs to P&D and PMER Committees – Recommendation (*French*) (20 minutes)
6. Approval for Board Member Travel to APTA 2024 – Recommendation (*Meyer*) (5 minutes)
7. Board of Directors Draft January 18, 2024, Meeting Agenda – Corrections/Approval (*Meyer*) (5 minutes)
8. Board Operations Committee Draft February 7, 2024, Meeting Agenda – Information (*Meyer*) (5 minutes)
9. CEO Report (*Meyer*) (15 minutes)
10. New Business
11. Adjourn

Next Committee Meeting: Wednesday, February 7, 2024, at 1:30 p.m. via virtual conference

*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**  
**BOARD OPERATIONS COMMITTEE MEETING**

December 13, 2023

**AGENDA ITEM 11 :** CEO REPORT

**REFERRAL COMMITTEE:** n/a

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

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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:** Information only.

**SPOKANE TRANSIT AUTHORITY**  
**BOARD OPERATIONS COMMITTEE MEETING**

December 13, 2023

**AGENDA ITEM 12 :** 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 Board Operations.

**RECOMMENDATION TO COMMITTEE:** Information only.