

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 In Person at Spokane Transit Authority
Spokane Transit Authority, 1230 W. Boone Avenue, Spokane, WA
w/Virtual Public Viewing Option

Virtual Link:	Join here		
Password:	Members: 2024		Guests: 0124
Call-in Number:	1-408-418-9388		Event #: 2491 882 5837

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. Minutes of the December 13, 2023, Committee Meeting – Corrections/Approval
5. Approval of 2024 Interlocal Agreement with City of Spokane for Spokane Police Department Services (*Williams*) (10 minutes)
6. Appointment of Board Members & Chairs to Planning & Development and Performance Monitoring & External Relations Committees – Recommendation (*French*) (5 minutes)
7. Confirmation of Appointment of Board Members to Board Operations Committee – Recommendation (*French*) (5 minutes)
8. Approval for Board Member Travel to APTA (*Meyer*) (5 minutes)
9. Legislative Task Force – Discussion (*Meyer/Clark*) (10 minutes)
10. Board of Directors Draft January 18, 2024, Meeting Agenda – Corrections/Approval (*Meyer*) (5 minutes)
11. Board Operations Committee Draft February 7, 2024, Meeting Agenda – Information (*Meyer*) (5 minutes)
12. CEO Report (*Meyer*) (15 minutes)
13. New Business
14. Adjourn

Next Committee Meeting: Wednesday, February 7, 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. 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. 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

January 10, 2024

AGENDA ITEM 2 : APPROVE COMMITTEE AGENDA

REFERRAL COMMITTEE: n/a

SUBMITTED BY: Al French, Committee Chair

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

January 10, 2024

AGENDA ITEM 3 : BOARD OPERATIONS COMMITTEE CHAIR'S COMMENTS

REFERRAL COMMITTEE: n/a

SUBMITTED BY: Al French, Committee Chair

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

January 10, 2024

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

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

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

January 10, 2024

AGENDA ITEM 4B : MINUTES OF THE DECEMBER 13, 2023, COMMITTEE MEETING –
CORRECTIONS AND/OR APPROVAL

REFERRAL COMMITTEE: n/a

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

SUMMARY: The December 13, 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 December 13, 2023, Meeting

Via Webex Video Conference

MEMBERS PRESENT

Al French, Spokane County, *Chair Pro Tempore, 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

GUESTS

Zack Zappone, City of Spokane

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

Mike Connelly, Etter, McMahon, Lamberson, Van Wert & Oreskovich, P.C.

STAFF ABSENT

Brandon Rapez-Betty, Chief Operations Officer

Prior to Chair Pro Tempore French calling the meeting to order, Mr. Zappone explained his attendance at the Committee meeting. He stated that with STA Board Chair Lori Kinnear's departure, the City of Spokane felt they should have a seat at the Board Operations meeting. Mr. French advised the appointment of the seat comes from the Board and not a committee.

Mr. Connelly said he had recently spoken with Council Member Wilkerson, Council Member Zappone, Mr. French, and Ms. Meyer and advised the language of the Bylaws say committees are created by resolution and appointments, are the result of nomination by Chairperson and approval of the Board.. The Bylaws are silent on the Chair allowing any appointments without approval of the Board. He indicated they need to be read together and if read together, the Chair, pursuant to Rules and Bylaws, appoints and approval is by the Board. Discussion ensued concerning bylaws, past practice, and the committee guidelines for appointment of members to Committees.

To ensure compliance with the rules, and to avoid the potential for any action taken by the committee today being overturned, Mr. Connelly recommended canceling today's Board Operations Committee meeting. He said the Board Operations Committee does not have the authority to appoint in his interpretation. Discussion ensued.

Mr. Zappone said the City of Spokane's understanding of the Chair for the December meeting should remain with the City of Spokane in Ms. Kinnear's absence. Mr. Connelly advised he would review the

Bylaws, Rules of Procedures, and the Committee Guidelines / Functions in more depth prior to offering an opinion.

Mr. French noted that Ms. Kinnear, as STA Board Chair, in the November Board Operations meeting, voted in the affirmative to have Mr. French Chair the December meeting since he was the Chair Pro Tempore and the Board Operations Committee unanimously agreed. Discussion ensued.

1. CALL TO ORDER AND ROLL CALL

Chair Pro Tempore French called the meeting to order at 1:45 p.m. and the Clerk conducted roll call.

2. ADJOURN

On the advice of legal counsel, Chair Pro Tempore French adjourned the meeting at 1:46 p.m.

Respectfully submitted,

Amie Blain

Amie Blain
Executive Assistant to the Chief Financial Officer

SPOKANE TRANSIT AUTHORITY
BOARD OPERATIONS COMMITTEE MEETING

January 10, 2024

AGENDA ITEM 5 : 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

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: Review and recommend the Board approve the Interlocal Agreement with the City of Spokane for Spokane Police Department services as presented.

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 (1st 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:

City of Spokane	Spokane Transit Authority
Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: P: (509) 625-4115	Nancy Williams Chief Human Resources Officer Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: nwilliams@spokanetransit.com 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.

City of Spokane	Spokane Transit Authority
Justin Lundgren Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: jlundgren@spokanepolice.org P: (509) 625-4115	Contracts Compliance Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: contracts@spokanetransit.com 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: Lisa Brown
Title: Mayor

By: E. Susan Meyer
Title: Chief Executive Officer

Date: _____

Date: _____

By: Justin Lundgren
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: City Attorney
Title: City Attorney

By: Megan Clark
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 (1st 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:

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: cmeidl@spokanepolice.org P: (509) 625-4115	Nancy Williams Chief Human Resources Officer Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: nwilliams@spokanetransit.com 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: cmeidl@spokane.police.org P: (509) 625-4115	Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: contracts@spokanetransit.com 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 MEETING

January 10, 2024

AGENDA ITEM 6 : APPOINTMENT OF BOARD MEMBERS & CHAIRS TO PLANNING & DEVELOPMENT AND PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEES

REFERRAL COMMITTEE: n/a

SUBMITTED BY: Al French, STA Board Chair

SUMMARY: The STA Board Chair appoints the Board members and Chairs of STA's Planning & Development Committee and the Performance Monitoring & External Relations Committee for the coming year, subject to confirmation by the Board.

The Chief Executive Officer is an ex-officio member of all Board committees.

The proposed list of 2024 committee appointments will be presented at the meeting.

RECOMMENDATION TO COMMITTEE: Recommend confirmation of the Board Chair's 2024 appointment of members to the Planning & Development and Performance Monitoring & External Relations Committees, and confirm TBD, as Chair of the Planning & Development Committee and TBD, as Chair of the Performance Monitoring & External Relations Committee.

SPOKANE TRANSIT AUTHORITY
BOARD OPERATIONS COMMITTEE MEETING

January 10, 2024

AGENDA ITEM 7 : CONFIRMATION OF APPOINTMENT OF BOARD MEMBERS TO BOARD OPERATIONS COMMITTEE

REFERRAL COMMITTEE: n/a

SUBMITTED BY: Al French, STA Board Chair

SUMMARY: Pursuant to Resolution No. 767-19, the Board Operations Committee is automatically composed of:

- Chair of STA Board (also chairs Board Operations Committee)
- Chair of Performance Monitoring & External Relations Committee
- Chair of Planning & Development Committee
- Chair Pro Tempore of the Board
- The Chief Executive Officer in an ex-officio capacity

In any calendar year in which the composition listed above does not include at least one Director appointed by the legislative body of each of the governments or groups of governments appointing Directors to the Board, the Chair of the Board shall make such additional appointments to the Board Operations Committee as are needed to provide for such representation.

In the event that more than four Directors must be appointed to any Governing Committee in order to satisfy representation requirements set forth in the Bylaws or a Board resolution, the Board, by majority vote of those voting on the motion, shall specify which Director will serve on such committee in an ex-officio non-voting role.

The proposed list of 2024 committee appointments will be presented at the meeting.

RECOMMENDATION TO COMMITTEE: By motion, recommend the Board confirm the Board Chair's appointments of Directors needed to ensure the required representation to the Board Operations Committee and which Director will serve in an ex-officio, non-voting role.

SPOKANE TRANSIT AUTHORITY
BOARD OPERATIONS COMMITTEE MEETING

January 10, 2024

AGENDA ITEM 8 : APPROVAL FOR BOARD MEMBER TRAVEL TO APTA

REFERRAL COMMITTEE: n/a

SUBMITTED BY: E. Susan Meyer, Chief Executive Officer

SUMMARY: STA Bylaws require Board approval for Board member travel.

The American Public Transportation Association (APTA) has scheduled its 2024 Legislative Conference in Washington, D.C., April 7-9, 2024. In addition to the conference, there may be opportunities for staff and Board members to meet with legislators and Federal Transit Administration (FTA) staff.

Also of interest to Board members is the APTA TRANSform Conference in Anaheim, California, which will be held September 29-October 2, 2024.

STA has budgeted for up to eight Board members to attend APTA conferences in the 2024 year at an approximate cost of \$3,000 each.

RECOMMENDATION TO COMMITTEE: Review and recommend the Board approve, by motion, travel for up to eight Board members to attend APTA conferences in 2024.

SPOKANE TRANSIT AUTHORITY
BOARD OPERATIONS COMMITTEE MEETING

January 10, 2024

AGENDA ITEM 9 : LEGISLATIVE TASK FORCE – DISCUSSION

REFERRAL COMMITTEE: n/a

SUBMITTED BY: E. Susan Meyer, Chief Executive Officer
Megan Clark, Legal Counsel

SUMMARY: At this time, the Board Operations Committee will discuss the formation of a legislative task force.

RECOMMENDATION TO COMMITTEE: For discussion.

SPOKANE TRANSIT AUTHORITY
BOARD OPERATIONS COMMITTEE MEETING

January 10, 2024

AGENDA ITEM 10 : BOARD OF DIRECTORS MEETING AGENDA JANUARY 18, 2024 –
CORRECTIONS AND/OR APPROVAL

REFERRAL COMMITTEE: n/a

SUBMITTED BY: E. Susan Meyer, Chief Executive Officer

SUMMARY: The Board of Directors meeting agenda for January 18, 2024, 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, January 18, 2024
1:30 – 3:00 p.m.

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

Optional Virtual Link:	click here		
Password:	Members: 2024		Guests: 0124
Call-in Number:	1-408-418-9388		Event #: 2484 523 1056

DRAFT AGENDA

1. Call to Order and Roll Call
2. Approve Board Agenda (*Al French*)
3. Public Expressions
4. Public Hearing: *10 minutes*
 - A. 2024 Service Revisions: Draft Recommendation
Comments may be addressed to Chad Johnson at cjohnson@spokanetransit.com
(*Action at the February Board meeting*)
5. Recognitions and Presentations: *10 minutes*
 - A. 4th Quarter 2023 Years of Service (*Nancy Williams*)
 - B. 4th Quarter 2023 Employee Recognition Awards (*Nancy Williams*)
6. Board Action - Consent Agenda: *5 minutes*
 - A. Minutes of the December 21, 2023, Board Meeting – Corrections/Approval
 - B. Approval of the December 2023 Vouchers (*Monique Liard*)
 - C. Approval of Public Works Contracts Under \$35,000: Final Acceptance (*Monique Liard*)
 - D. Approval for Board Members to Travel to APTA 2024 (*E. Susan Meyer*)
 - E. Approval of 2024 Interlocal Agreement with City of Spokane for Spokane Police Department Services (*Williams*)
7. Board Action – Committee Recommendation: *10 minutes*

Board Operations Committee

 - A. Confirmation of Board Chair’s Appointment of Board Members and Chairs to the Planning & Development and the Performance Monitoring and External Relations Committees for 2024 (*Al French*)
Note: Item 7A requires a majority vote of 5
 - B. Confirmation of Board Chair’s Appointments to Board Operations Committee for 2024 (*Al French*)
8. Board Action – Other – *10 minutes*
 - A. Election of Chair Pro Tempore (*Al French*)
Note: Item 8A requires a majority vote of 5

9. Board Report: *10 minutes*
 - A. Connect 2035 Phase 2 Update (*Karl Otterstrom*)
10. Board Operations Committee: *5 minutes*
 - A. Chair Report (*Al French*)
11. Planning & Development Committee: *No January meeting*
12. Performance Monitoring & External Relations Committee: *No January meeting*
13. CEO Report: *15 minutes*
14. Board Information – *no action or discussion*
 - A. Committee Minutes
 - B. December 2024 Sales Tax Revenue (*Monique Liard*)
 - C. November 2024 Financial Results Summary (*Monique Liard*)
 - D. December 2024 Operating Indicators (*Brandon Ropez-Betty*)
15. New Business: *5 minutes*
16. Board Members' Expressions: *5 minutes*
17. Executive Session (*Etter, McMahon, Lamberson, VanWert & Oreskovich*): *15 minutes*
For the purpose of discussing, planning, or adopting the strategy or position to be taken during the course of ongoing collective bargaining.
18. Adjourn

Cable 5 Broadcast Dates and Times of January 18, 2024, Board Meeting:

Saturday, January 20, 2024	4:00 p.m.
Monday, January 22, 2024	10:00 a.m.
Tuesday, January 23, 2024	8:00 p.m.

Next Committee Meetings (Via WebEx Virtual Conference) Wednesday:

Planning & Development	January 31, 2024, 10:00 a.m. (<i>1 week early</i>)
Performance Monitoring & External Relations	January 31, 2024, 1:30 p.m. (<i>1 week early</i>)
Board Operations	February 7, 2024, 1:30 p.m. (<i>1 week early</i>)

Next Board Meeting:

Thursday, February 15, 2024, 1:30 p.m. STA Boardroom, 1230 West Boone Avenue, Spokane, Washington
(*a virtual joining option will be available*)

Agendas of regular Committee and Board meetings are posted the Friday afternoon preceding each meeting on STA's website: 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. 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

January 10, 2024

AGENDA ITEM 11 : BOARD OPERATIONS COMMITTEE DRAFT FEBRUARY 7, 2024, MEETING
AGENDA – INFORMATION

REFERRAL COMMITTEE: n/a

SUBMITTED BY: E. Susan Meyer, Chief Executive Officer

SUMMARY: The draft Board Operations Committee meeting agenda for February 7, 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, February 7, 2024

1:30 p.m. – 3:00 p.m.

Meeting In Person at Spokane Transit Authority
Spokane Transit Authority, 1230 W. Boone Avenue, Spokane, WA
w/Virtual Public Viewing Option

Virtual Link:	Join here		
Password:	Members: 2024		Guests: 0224
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 January 10, 2024, Committee Meeting – Corrections/Approval
5. Committee Chair Reports (10 minutes)
 - A. Planning & Development
 - B. Performance Monitoring & External Relations
6. Board Workshop Draft February 15, 2024, Meeting Agenda – Corrections/Approval (*Meyer*)
7. Board of Directors Draft February 15, 2024, Meeting Agenda – Corrections/Approval (*Meyer*) (5 minutes)
8. Board Operations Committee Draft March 13, 2024, Meeting Agenda – Information (*Meyer*) (5 minutes)
9. CEO Report (*Meyer*) (15 minutes)
10. New Business
11. Adjourn

Next Committee Meeting: Wednesday, March 13, 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. 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. 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

January 10, 2024

AGENDA ITEM 12 : CEO REPORT

REFERRAL COMMITTEE: n/a

SUBMITTED BY: E. Susan Meyer, Chief Executive Officer

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

RECOMMENDATION TO COMMITTEE: Information only.

SPOKANE TRANSIT AUTHORITY
BOARD OPERATIONS COMMITTEE MEETING

January 10, 2024

AGENDA ITEM 13 : NEW BUSINESS

REFERRAL COMMITTEE: n/a

SUBMITTED BY: n/a

SUMMARY: At this time, the Committee will have the opportunity to initiate discussion regarding new business relating to Board Operations.

RECOMMENDATION TO COMMITTEE: Information only.