

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

NOTICE OF BOARD MEETING

NOTICE IS HEREBY GIVEN by the Board of Directors of the Spokane Transit Authority of Spokane County, Washington, that the Board will hold a meeting at 1:30 p.m. on Thursday, May 16, 2024, in the Spokane Transit Boardroom, 1230 West Boone Avenue, Spokane Washington. A virtual video conference option is available, and the joining information is listed below.

NOTICE IS FURTHER GIVEN that business to be discussed and/or action taken shall be in accordance with the attached agenda, which is also on file at the STA Administrative Offices.

THE MEETING SHALL BE OPEN TO THE PUBLIC.

BY ORDER OF THE STA BOARD OF DIRECTORS.

DATED THIS 16th DAY OF MAY 2024.



Dana Infalt
Executive Assistant to the CEO
Clerk of the Authority

Optional virtual joining links available on agenda

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 4 APPROVE BOARD AGENDA

REFERRAL COMMITTEE: N/A

SUBMITTED BY: Al French, STA Board Chair

SUMMARY: At this time, the STA Board will review and approve the meeting agenda with any revisions provided.

RECOMMENDATION TO BOARD: Approve Board agenda.

FINAL REVIEW FOR BOARD BY:

Division Head // Chief Executive Officer // Legal Counsel //

Spokane Transit Authority
1230 West Boone Avenue
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(509) 325-6000

BOARD MEETING

Thursday, May 16, 2024
1:30 – 3:30 p.m.

STA Boardroom
1230 West Boone Avenue, Spokane, WA
w/Virtual Joining Link Option on Page Two

DRAFT AGENDA

1. Call to Order and Roll Call (*Chair French*)
2. Pledge of Allegiance
3. Excuse Absences
4. Approve Board Agenda (*Chair French*)
5. Public Expressions ([Public Expressions Sign Up Link](#))
6. Public Hearing: *10 minutes*
 - A. STA Moving Forward Project Delivery Draft Amendment (*Karl Otterstrom*)
7. Board Action - Consent Agenda: *5 minutes*
 - A. Minutes of the April 18, 2024, Board Meeting – Corrections/Approval
 - B. Approval of the April 2024 Vouchers (*Monique Liard*)
 - C. Public Works Contracts Under \$35,000: Final Acceptance (*Monique Liard*)
 - D. Plaza Facilities Engineering Services: Award of Contract (*Brandon Rapez-Betty*)
 - E. City of Spokane Valley Master Design and Construction Agreement (*Karl Otterstrom*)
 - F. Mirabeau Transit Center: Award of Contract (*Karl Otterstrom*)
 - G. 024 Board & Committee Meeting Calendar Update (*Dana Infalt*)
8. Board Action – Committee Recommendation: *10 minutes*
 - A. Legal Counsel Contract Extension (*E. Susan Meyer*)
9. Board Report: *20 minutes*
 - A. Connect 2035 Strategic Plan Update (*Karl Otterstrom*)
 - B. 2025-2030 Transit Development Plan: Review Financial Forecast (*Monique Liard*)
10. Board Operations Committee: *5 minutes*
 - A. Chair Report (*Al French*)
11. Planning & Development Committee: *5 minutes*
 - A. Chair Report (*Pam Haley*)
12. Performance Monitoring & External Relations Committee: *5 minutes*
 - A. Chair Report (*Josh Kerns*)
13. CEO Report: *15 minutes*

- 14. Board Information – *no action or discussion*
 - A. Committee Minutes
 - B. April 2024 Sales Tax Revenue (*Monique Liard*)
 - C. March 2024 Financial Results Summary (*Monique Liard*)
 - D. March 2024 Operating Indicators (*Brandon Rapez-Betty*)
 - E. Connect Spokane Comprehensive Plan Update: Draft Elements (*Karl Otterstrom*)
 - F. 2023 Fixed Route Rider Survey Results (*Carly Cortright*)
 - G. Community Access Pass Program Survey Results (*Carly Cortright*)
 - H. Connect 2035 Strategic Plan: Initiative Development and Evaluation Process (*Karl Otterstrom*)
 - I. 1st Quarter 2024 Service Planning Input Report (*Karl Otterstrom*)
 - J. 2025-2030 Transit Development Plan: Proposed 2025-2027 Service Improvements (*Karl Otterstrom*)
- 15. New Business: *5 minutes*
- 16. Board Members' Expressions: *5 minutes*
- 17. Executive Session (EMLVO): *30 minutes (a separate Zoom link will be sent for Board Members joining remotely)*
 - A. *For the purpose of considering the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price; RCW 42.30.110(1)(b)*
 - B. *To evaluate the performance of a public employee; RCW 42.30.110(1)(g)*
 - C. *To discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency RCW 42.30.110(1)(i)*
- 18. Adjourn

Optional Virtual Link:	Click Here for May STA Board Meeting	
Password:	Members: 2024	Guests: Guest
Call-in Number:	1-408-418-9388	Event #: 2483 793 3960

Cable 5 Broadcast Dates and Times of May 16, 2024, Board Meeting:

Saturday, May 18, 2024	4:00 pm
Monday, May 20, 2024	10:00 am
Tuesday, May 21, 2024	8:00 pm

Next Committee Meetings, Wednesday, 1230 West Boone Avenue, Spokane, Washington:

Board Operations	June 12, 2024, 1:30 pm
Planning & Development	June 5, 2024, 10:00 am
Performance Monitoring & External Relations	June 5, 2024, 1:30 pm

Next Board Workshop & Board Meeting:

Workshop: Wednesday, June 5, 2024, 11:30 p.m. STA Boardroom, 1230 West Boone Avenue, Spokane, Washington
Board Mtg: Thursday, June 20, 2024, 1:30 p.m. STA Boardroom, 1230 West Boone Avenue, Spokane, Washington
(A virtual joining option is available for all 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. 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.

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 - F. Mirabeau Transit Center: Award of Contract (*Karl Otterstrom*)
 - G. [024 Board & Committee Meeting Calendar Update \(*Dana Infalt*\)](#)
8. Board Action – Committee Recommendation: *10 minutes*
 - A. ~~2024 Board & Committee Meeting Calendar Update (*Dana Infalt*)~~
 - B. Legal Counsel Contract Extension (*E. Susan Meyer*)
9. Board Report: *20 minutes*
 - A. Connect 2035 Strategic Plan Update (*Karl Otterstrom*)
 - ~~B. Clean Fuel Standard Program Introduction (*Brandon Ropez-Betty*)~~
 - [C.B. 2025-2030 Transit Development Plan: Review Financial Forecast \(*Monique Liard*\)](#)
10. Board Operations Committee: *5 minutes*
 - A. Chair Report (*Al French*)
11. Planning & Development Committee: *5 minutes*
 - A. Chair Report (*Pam Haley*)
12. Performance Monitoring & External Relations Committee: *5 minutes*
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 - B. *To evaluate the performance of a public employee; RCW 42.30.110(1)(g)*
 - C. *To discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency RCW 42.30.110(1)(i)*
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5.

PUBLIC EXPRESSIONS

At this time, the STA Board of Directors will give the public the opportunity to express comments or opinions.

In Person Attendance

Anyone attending the meeting in person wishing to comment should sign in on the sheet provided at the meeting and indicate the subject of interest. Comments are limited to three minutes per person.

Virtual Attendance

Anyone attending the meeting virtually wishing to comment should sign up for Oral Public Expressions. To sign up to provide **Oral Public Expressions** in person, via telephone or computer, please complete this [form](#).

Written Public Expressions

All written public expressions to be distributed by the Clerk at any meeting must be submitted to the Clerk no later than the day preceding the meeting. Do not distribute materials or written expressions directly to the Board.

To provide **Written Public Expressions** to be distributed by the Clerk at the meeting, please complete this [form](#). You may also email your **Written Public Expression** to clerk@spokanetransit.com. You may email a Public Expressions form using this link: [Written Public Expressions Form submit by email](#). No form is required for emailing comments.

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 6A :

PUBLIC HEARING:

A. STA Moving Forward: Project Delivery Draft Amendment

REFERRAL COMMITTEE:

N/A

SUBMITTED BY:

Dana Infalt, Executive Assistant to the CEO & Clerk of the Authority

SUMMARY: The Chair will conduct the public hearing as follows:

1. Open the public hearing.
2. Call upon staff for a presentation. *(Karl Otterstrom)*
3. Ask the Board for questions or comments
4. Open for comments from the public (ask 3 times for comments)
5. Close the hearing

RECOMMENDATION TO BOARD: Conduct public hearing.

(Action at June 20, 2024, Board Meeting)

FINAL REVIEW FOR BOARD BY:

Division Head di

Chief Executive Officer *ASAM*

Legal Counsel mc

SPOKANE TRANSIT AUTHORITY

Staff Report – 06A – Public Hearing: STA Moving Forward: Project Delivery Draft Amendment

Presented: STA Board Meeting – May 16, 2024

SUBJECT: STA MOVING FORWARD: PROJECT DELIVERY DRAFT AMENDMENT

SUMMARY: As part of the identified Action Pathway #1 from the *Connect 2035* Fixed Route Network Assessment, staff identified three *STA Moving Forward* projects that warranted adjustments to their scope of delivery. The public hearing is being held for the purpose of receiving public input on the draft amendment and associated adjustments.

BACKGROUND: The Fixed-Route Network Assessment task in the *Connect 2035* Phase 2 strategic planning work program has resulted in the identification of two paths of effort for the agency in continuing to address emerging needs and deliver a transit system that connects everyone to opportunity. Action Pathway #1 is to complete delivery of *STA Moving Forward* and the board-identified Near-Term Investments. Several projects identified in *STA Moving Forward* warrant adjustments to their scope of delivery. Staff will review these projects and their potential adjustments in further detail during the Committee meeting. They include the following:

- Recognize the 2017 launch of Route 172 (Liberty Lake Express) as satisfying the *STA Moving Forward* delivery objective for new non-stop service between Liberty Lake and downtown Spokane
- Recalibrate the scope of improvements on service between Logan Neighborhood and Lincoln Heights Neighborhood
- Revise the sequence and scope of the new Appleway Station Park and Ride

The anticipated timeline for the preparation, review, and board adoption of the amendments is as follows:

Month	Activity
May 2024	<u>Planning & Development Committee:</u> Introduce draft amendment to <i>STA Moving Forward</i> for review. <u>Board of Directors:</u> Public hearing on proposed amendment on May 16, 2024
June 2024	<u>Planning & Development Committee:</u> Present final amendments and draft resolution for recommendation to full board <u>Board of Directors:</u> Adopt by resolution the plan amendments

DRAFT Appendix D – 2024 Amendment to STA Moving Forward

If approved, the table below amends the identified projects. The left-most column represents the project descriptions found in Appendix C of STA Moving Forward. The “Revised Project Descriptions” are the proposed revisions to each project description and are noted in underline.

STA Moving Forward Appendix C Project Description	Revised Project Description	Appendix C Targeted Year for Project Completion	Revised Targeted Year for Project Completion
Direct service between Logan and Lincoln Heights neighborhoods	<u>Provide improved evening and/or weekend service on Route 45 Perry District in order to increase mobility and access on the South Hill</u>	2025	2025
Expand commuter parking capacity east of Sullivan Road (Barker to Stateline) <i>(I-90/Valley HPT Infrastructure)</i>	<u>Acquire property for Appleway Station Park & Ride for expansion of commuter parking capacity east of Sullivan Road (Barker to Stateline)</u>	2025	2025
Direct, non-stop peak hour service between Liberty Lake and Spokane <i>(I-90/Valley HPT service element)</i>	<i>(No changes to project description)</i>	2025	<u>2017</u>

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 7A : MINUTES OF THE APRIL 18, 2024, BOARD MEETING - CORRECTIONS AND/OR APPROVAL

REFERRAL COMMITTEE: N/A

SUBMITTED BY: Dana Infalt, Executive Assistant to the CEO & Clerk of the Authority

SUMMARY: The minutes of the April 18, 2024, Board meeting are attached for your information, corrections and/or approval.

RECOMMENDATION TO BOARD: Corrections and/or approval.

FINAL REVIEW FOR BOARD BY:

Division Head // Chief Executive Officer  Legal Counsel mc

Attachment

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

BOARD OF DIRECTORS

DRAFT Minutes of the April 18, 2024

STA Board Meeting

1230 W Boone Ave., Spokane
w/Virtual Joining Option

MEMBERS PRESENT

Al French, Spokane County, *Chair (virtual)*
Betsy Wilkerson, City of Spokane
Chris Grover, Small Cities (Cheney) *Ex Officio*
Dan Dunne, Small Cities (Liberty Lake) *(Virtual)*
Dan Sander, Small Cities (Millwood) *Ex Officio*
Hank Bynaker, Small Cities (Airway Heights) *Ex Officio*
Josh Kerns, Spokane County *(Virtual)*
Kitty Klitzke, City of Spokane
Lance Speirs, Small Cities (Medical Lake) *Ex Officio*
Pamela Haley, City of Spokane Valley
Paul Dillon, City of Spokane *(Virtual)*
Tim Hattenburg, City of Spokane Valley
Zack Zappone, City of Spokane
Rhonda Bowers, Labor Representative, Non-Voting

STAFF PRESENT

E. Susan Meyer, Chief Executive Officer
Brandon Rapez-Betty, Chief Operations Officer
Carly Cortright, Chief Communications & Customer Service Officer
Karl Otterstrom, Chief Planning & Development Officer
Monique Liard, Chief Financial Officer *Virtual*
Nancy Williams, Chief Human Resources Officer
Dana Infalt, Clerk of the Authority

PROVIDING LEGAL COUNSEL

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

MEMBERS ABSENT

None

1. Call To Order and Roll Call

Chair French called the meeting to order at 1:32 pm and the Clerk conducted Roll call.

2. Pledge of Allegiance

3. Excused Absences

Requests for excused absences were presented for Rhonda Bowers for the 3/6 and 3/27 (April) Planning & Development Committee meetings and the 3/6 Board Workshop and for Dan Sander for 3/18 Board meeting.

Ms. Haley moved to approve the requested excused absences. Mr. Hattenburg seconded, and the motion passed unanimously.

Ms. Klitzke and Mr. Dillion arrived at 1:35

4. Approve Board Agenda

Ms. Haley moved to approve the Agenda as presented. Mr. Hattenburg seconded, and the motion passed unanimously.

5. Public Expressions

Mr. Erik Lowe spoke in support of free fares for a nine week promotional period in support of the Expo celebration.

Mr. John Alder spoke in favor of free fares for the Expo anniversary celebration.

Ms. Naghmana Sherazi spoke via speaker phone and read a message in support of free fares for the nine week Expo anniversary celebration on behalf of Executive Director Amanda Parrish.

Mr. Luis Monriquez spoke in support of free fares for the nine week Expo anniversary celebration.

Written expressions in support of free fares for the Expo celebration were received from Carol Tomsic, resident; Michelle Pappas, Spokane Program Manager at Futurewise, and Mary Lou Johnson/Laurel Fish, Board President and Lead Organizer of Spokane Alliance were distributed to Board members.

6. Recognitions & Presentations

A. 2024 – 1st Quarter Years of Service Recognition

Ms. Williams read the names of employees being recognized for their years of service to STA. She noted that Mr. Brian Dickenson celebrated 30 years, Mr. Karl Otterstrom celebrated 15 years, and Mr. Brandon Ropez-Betty celebrated ten years of service. The Chair thanked all STA employees for their service and congratulated them on milestone achievements.

B. 2024 – 1st Quarter Employee Recognition Awards

Ms. Williams noted the employees that had been nominated and received recognition from their fellow employees. She named the winners and noted that employees feel it is an honor to be nominated by their peers. The Board congratulated all recipients of awards.

7. Board Action - Consent Agenda

Ms. Haley moved to approve Consent Agenda Items 7A through 7K. Mr. Hattenburg seconded, and the motion passed unanimously.

- A. Minutes of the March 21, 2024, Board Meeting – Corrections/Approval
- B. Approval of the March 2024 Vouchers listed below:

DESCRIPTION	VOUCHER/ACH NUMBERS	AMOUNT
Accounts Payable Vouchers (March)	Nos. 626301 – 626856	\$ 5,375,853.18
Worker’s Comp Vouchers (March)	ACH – 2286	\$ 100,692.82
Payroll 03/08/2024	ACH – 03/08/2024	\$ 2,632,506.96
Payroll 03/22/2024	ACH – 03/22/2024	\$ 2,075,638.01
WA State – DOR (Excise Tax)	ACH – 1767	\$ 8,421.61
MARCH TOTAL		\$ 10,193,112.58

- C. City Line Communications Network: Final Acceptance: Accept the contract with Zayo Group for City Line Communications Network contract as complete and authorize release of retainage security subject to the receipt of such certificates and releases as are required by law.
- D. On-Route Charging Infrastructure Grant Application Approval: Approve the submittal of a grant application to the FTA Low-No and Bus and Bus Facilities grant program for approximately \$3.92 million for the On-Route Charging Infrastructure project.
- E. Security Services – Award of Contract: Approve the evaluation committee’s recommendation to award five-year contract, 2023-10866 Security Guard – Officer Services, to Allied Universal Security Services.
- F. Battery Electric Charging Infrastructure Service & Maintenance Agreement: Award of Contract: Approve the CEO’s authorization to execute a five-year contract with ABB E-Mobility, Inc., for Battery Electric Charging Infrastructure Service and Maintenance for a total value of up to \$1,166,295.

- G. Alerton Energy Management System Support Services: Award of Contract: Approve the CEO’s authorization to execute a five-year contract with ATS Inland NW, LLC for Alerton Energy Management System Support Services for a total value of \$359,600.
- H. Metropolitan Transportation Planning Agreement: Approve the CEO to execute a metropolitan transportation planning agreement between Spokane Transit, WSDOT and SRTC, in the form of the revised draft 314 Agreement.
- I. Public Works Contracts Under \$35,000: Final Acceptance: Accept the following contracts as complete and authorize release of retainage security subject to receipt of Department of Labor & Industries approved prevailing wage affidavits.

Purchase Order/ Contract Number	Project Description	Contractor	Purchase Order/ Contract Value	Substantial Completion Date of the Work
20231665	New Chemical Feed System - Plaza	Ascent Mechanical & Plumbing, Inc	\$5,177.50	1/8/2024
20240149	Install Tenant Sub-Metering - Plaza	Power City Electric	\$3,689.65	2/26/2024
20240147	Plaza Chiller Service	Applied Industrial Systems, LLC	\$4,850.50	3/6/2024
20240607	Steam Pit Pressure Washer Repair – Boone Garage	Clean Concepts Group, Inc	\$657.22	3/11/2024
20240293	Replace 3-Way Valves – Plaza Cooling System	Atlas Boiler & Equipment	\$10,845.50	3/14/2024
20240608	Duct Cleaning – Systems 9 & B	CleanCo Carpet & Air Ducts Cleaning	\$9,913.55	3/20/2024

- J. Fan Install 2nd Floor Plaza: Final Acceptance: Accept the contract with Arctic Lighting & Electric, LLC, for the Fan Install 2nd Floor Plaza as complete and authorize release of retainage security subject to the receipt of such certificates and releases as are required by law.
- K. Exhaust Clean Out at the Plaza: Final Acceptance: Accept the contract with CleanCo for the Exhaust Clean Out at the Plaza as complete and authorize release of retainage security subject to the receipt of such certificates and releases as are required by law.

8. Board Action – Other

A. Expo ‘74 50th Anniversary Celebration Transit Support Options

Mr. Otterstrom presented background information and discussed the six options being presented for consideration as recommended by Board Members at the March Board meeting. He also discussed the criteria the options were evaluated against.

Options:

- A. \$0.50 Route 11 from May 3 through July 7 (all days)
- B. Free Fare Systemwide May 4 through July 7 (all days)
- C. \$0.50 Fare Systemwide May 4 through July 7 (all days)
- D. Free Fare Systemwide Saturdays Only May 4 through July 4
- E. \$0.50 Systemwide Weekends and Holidays May 4 through July 4
- F. Free fare system wide May 4 and July 4 only

He offered for consideration the potential impacts to the following:

- Paratransit service when considering system-wide options (Options B-F) must include promotional rate for customers on Paratransit to comply with federal and state laws. As a

shared, on-demand service, staffing levels are determined by ridership demand. Limited capacity means abrupt increases in ridership demand (>5%) and could result in service performance degradation and longer wait times (> 30 minutes) for Paratransit customers

- Universal Transit Access Pass (UTAP) program (Options C, E) require an equitable adjustment for UTAP contracts affected by any discount.
- Employer Sponsored Bus Pass (ESBP) program in which options that reduce systemwide regular fare to \$0.50 (Options C, E) would negatively impact these customers as the fare is set by tariff. There are currently 61 community partners enrolled in ESBP and 4,068 passes have been sold through 4/16.
- Community Access Pass (CAP) program allows non-profit, non-government community partners to purchase 50% discounted limited use passes to provide to vulnerable populations they serve at no cost to the user. Any option that reduces systemwide regular fare to \$0.50 cents (options C, E) decreases the face value of these passes. Option C could mean a run by CAP agencies to purchase passes at the reduced fare rate as approved tariff specifies a 50% discount, not a specified dollar amount.
- ShuttlePark partnership with Spokane Public Facilities District and the Downtown Spokane Partnership allow for discounted monthly parking at the Arena and Shuttle service. Fare free or reduced fare service on weekdays (Options B or C) require addressing the community partnership agreement with PFD and DSP which establishes revenue for partners from the purchase of monthly ShuttlePark passes.
- Bloomsday has a Special Event fare approved by the Board and allows pre-purchase of \$2 all-day pass for first Sunday of May. Options that include promotional fares on Sundays (Options B, C, E) will require partial or full refunds for over 4,500 Bloomsday registrants. Of note, since money is collected by Bloomsday organizers and not STA, administrative burden and cost are yet to be determined
- Customer and Operator Security. Historic data shows an increase in security related incidents during a period which included the suspension of fare collection in 2020 on STA coaches.
- Ridership response: The first documented fare-free promotion in Spokane was May 1, 1974, to promote service before the 1974 World Exposition. (Excluded student tripper and EWU contract routes). May 1974 ridership was roughly double May 1973, with Saturday May 4th (Expo opening ceremonies – fares collected) described at the time as “the biggest day in the city’s history of bus transportation”. Ridership dropped precipitously after the World’s Fair wound down. 1975 ridership was 35% below 1974 and lower than 1973.

The last STA system-wide promotional fare free days were Black Friday in 2014 and 2015 with mixed results:

- Nov 29, 2013 - 24,112 (baseline)
- Nov 28, 2014 - 26,384 (+9.4%)
- Nov 27, 2015 - 23,657 (-10.3%)

Service improvements and transit pass partnerships with employers and education institutions have been more predictable and effective in attracting durable ridership growth

At the Board’s direction, a summary of Expo Celebration Support Options was provided along with a bubble graph denoting the nexus to Expo events.

Option A 5/3 - 7/7	Option B 5/4 - 7/7	Option C 5/4 - 7/7	Option D 5/4 - 7/4	Option E 5/4 - 7/4	Option F 5/4 & 7/4 only
Route 11 (Downtown / North Bank Shuttle) \$0.50 (66 days)	System Wide Bus and Paratransit Free All Days (62 days)	System Wide Bus and Paratransit \$0.50 All Days (62 days)	System Wide Bus and Paratransit Free Saturdays Only (9 days)	System Wide Bus and Paratransit \$0.50 Weekends & Holidays (20 days)	System Wide Bus and Paratransit Free May 4 and July 4 (2 days)
Low Operational Impacts	High Operational Impacts	Medium Operational Impacts	Low Operational Impacts	Medium Operational Impacts	Low Operational Impacts
Low Customer Impacts	High Customer Impacts	Medium Customer Impacts	Low Customer Impacts	Low Customer Impacts	Low Customer Impacts
\$25,000 est. foregone revenue	\$1,580,000 est. foregone revenue	\$955,000 est. foregone revenue	\$175,000 est. foregone revenue	\$120,000 est. foregone revenue	\$40,000 est. foregone revenue

Discussion ensued. After all members had spoken, Mr. Hattenburg suggested approving Options A and include Option D, but to add Sunday to Option D.

Ms. Klitzke moved to approve Option A (\$0.50 Route 11 from May 3 through July 7) and Option D (Free Fare Systemwide on Saturday) as presented, but to also include Sunday on Option D. Mr. Hattenburg seconded. The motion passed 8-1, with Mr. Kerns voting no.

B. Connect 2035 Strategic Plan Update

Mr. Otterstrom reviewed the goals and provided an engagement update on Connect 2035 Strategic Plan. He noted the organizations engaged to date as well as upcoming April and May surveys, presentations, and listening sessions. He said the purpose was to gather feedback on proposed network themes and gather ideas/themes for potential initiative development.

He presented anticipated next steps which included potential Board workshops in June, July, and September, and finished with a look at the Phase 2 Project Schedule. He offered to answer questions. None were forthcoming.

9. Board Report

A. Facilities Master Plan Update: Project Overview

Mr. Rapez-Betty presented background and an overview of the Facilities Master Plan project. He provided program and general descriptions, Facility Master Plan considerations, the Phase 1 program schedule, and the Phase 2 objectives. He offered to answer questions. There were none.

10. Board Operations Committee

A. Chair Report - Chair French asked Mr. Kerns to provide the Committee Chair report. Mr. Kerns reviewed the items discussed at the Board Operations committee meeting.

11. Planning & Development Committee (P&D)

A. Chair Report – Ms. Haley noted that in addition to the items approved under the Consent Agenda, Ms. Liard would be making a presentation.

i. 2025-2030 Transit Development Plan: Review Preliminary Revenue & Expenditure Forecast Assumptions

Ms. Liard thanked Ms. Haley and proceeded to provide the TDP Project timeline, the 2025-2030 Revenue forecast assumptions for sales tax revenue and historical voter-approved funding, along with the recent TDP assumptions. She noted the year of 2024, for the TDP period of 2025-2030, had a growth assumption of 3.5%. She advised we must consider the assumption for 2029 & 2030 – both years after sunset of 2/10ths of voter-approved sales tax, unless it is reauthorized.

She discussed Fixed Route fare revenue, the user-paid share of cost of service. She noted fare revenue is an essential part of the STA Moving Forward Plan approved by voters in 2016. The last change in fares was implemented in two phases: July 2017 (25 cents from \$1.50 to \$1.75); and July 2018 (25 cents from \$1.75 to \$2.00). A graph showing the current fares compared to other ABBG Agencies was shown. Additional fare revenue assumptions included continued ridership recovery with growth of 5% of recurring service, a fixed route farebox recovery goal of 20% and paratransit at 5%. Also assumed retaining the current fare structure and 5% ridership growth over the forecast period of 2025 through 2030.

Other revenue was discussed, along with the impact of Initiative 2117.

Expenditure assumptions noted the annual budget provides the baseline for operating expenses; STA Moving Forward and near-term investment service changes through 2026, capped at 537,000 hours; operating expenses grow at 3% beginning in 2025, along with incremental costs added in support of all planned service changes through 2026, and continue through 2030; fully fund the 2025-2030 Capital Improvement Program through the 2025-2030 TDP period.

Following her presentation, she asked are there questions on any of the assumptions presented today? And do Board members support revenue and expenditure assumptions to develop the 2025-2030 TDP financial forecast? Discussion ensued with some clarifying questions and additional feedback.

Ms. Liard noted next steps.

12. Performance Monitoring & External Relations (PMER)

A. Chair Report – Mr. Kerns reviewed the agenda from the committee meeting and the items approved under the Consent Agenda today.

13. CEO Report

Ms. Meyer discussed ridership for March 2024 versus 2023 and totals year-to-date. Fixed Route had a 12.3% increase in March and 4.8% year-to-date. The portion of that ridership attributed to Zero-Fare Youth was 178,682 riders in March and 494,781 riders year-to-date. Zero-Fare Youth ridership increased 29.3% in March and 32.6% year-to-date. Paratransit experienced a 2.7% increase in March and is 7.4% higher year-to-date over 2023. Rideshare realized a 6.8% increase in March and is 10.7% year-to-date higher than 2023.

Monthly Fare Revenue by Service Type was reviewed. Fare Revenue exceeded budget by about 4.6% in March. She reiterated that fares are offset by things like fare capping or reduced fares for people 60 and over, those with disabilities or active duty military, and veterans.

March 2024 Voter-approved Sales Tax Revenue was slightly above budget by \$32,195 or 0.4%. Year-to-date sales tax is 1.6% above budget (\$0.4M).

Youth Zero Fare promotions were presented. Estimated quarter 1 expenses equaled \$55,000.

Ms. Meyer noted a popular feature customers use called “Text Your Stop” where customers receive a text message that lists the next scheduled departure times. She said we’ve been dealing with an issue with our provider who is experiencing an outage out of our control. As a stop-gap solution, we have a long-text number (509-381-1445) customers can text to receive the same information.

Independently, we have been working to switch our short code provider to Twilio and are in final stages of that process, just waiting for carrier (Verizon, etc.) approval.

The Downtown/North Bank Shuttle (Route 11) will begin new service on evenings and weekends every 20 minutes beginning May 3, 2024, to align with Expo ’74 Anniversary Celebration.

The Citizen Advisory Committee unanimously recommended two new members which will be on the May 8, 2024, Performance Monitoring and External Relations agenda. Also, they voted to increase meeting frequency from bi-monthly to monthly beginning in June.

Ms. Meyer thanked Council Members Speirs and Dillon for participating in the STA Plaza Board Member Tour on March 27th.

The annual Employee Safety Award Banquet was held on Sunday, April 14th, at Northern Quest. She shared some highlights and pictures of the event.

A reminder that Bloomsday will be Sunday, May 5, 2024. STA will be at the Tradeshow on Friday and Saturday and providing shuttle service at the Bloomsday Shuttle locations. Shuttles pick up from 6:20 to 8:30 am and return service begins at 10:30 am and runs until 2:00 pm. After that, normal service resumes.

Ms. Meyer reminded of the Zero Emission Fleet Transition Board Workshop on May 3, 2024, at Center Place in Spokane Valley.

Ms. Meyer offered to answer questions. Mr. Zappone asked to be provided with information on how youth can access Zero Fare rides. Ms. Wilkerson asked if the Zero Fare youth card stopped at age 18. Ms. Meyer clarified the card was good through 18 years of age.

Chair French noted the Board Information items in the packet for review.

14. Board Information

- A. Committee Minutes
- B. March 2024 Sales Tax Revenue (*Monique Liard*)
- C. February 2024 Financial Results Summary (*Monique Liard*)
- D. February 2024 Operating Indicators (*Brandon Rapez-Betty*)
- E. STA Moving Forward (STAMF): Project Delivery Amendment (*Karl Otterstrom*)
- F. Clean Fuel Standard Program Introduction (*Brandon Rapez-Betty*)
- G. 2023 Year-End Performance Measures (*Brandon Rapez-Betty*)
- H. 2023 Community Perception Survey Results Summary (*Carly Cortright*)
- I. 2025-2030 Transit Development Plan: Tactical Framework (*Karl Otterstrom*)
- J. May 2024 Service Change (*Karl Otterstrom*)
- K. Connect Spokane Comprehensive Plan Update: Revenues & Fares Element (*Karl Otterstrom*)

15. New Business - none

16. Board Members' Expressions - none

17. Executive Session – none

18. Adjourn

With no further business to come before the Board, Chair French adjourned the meeting at 3:25p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Dana Infalt".

Dana Infalt

Clerk of the Authority

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024


AGENDA ITEM 7B : APRIL 2024 VOUCHERS

REFERRAL COMMITTEE: n/a

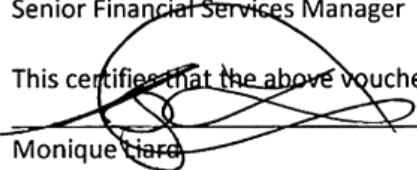
SUBMITTED BY: Monique Liard, Chief Financial Officer
Tammy Johnston, Senior Financial Services Manager

SUMMARY: The following warrants and ACH transfers for the period of April 1 through 30, 2024, have been audited and processed for payment by the Finance Department in accordance with RCW 42.24.080 and are hereby recommended for STA Board approval. Supporting invoices are in the Finance Department for review.

DESCRIPTION	VOUCHER/ACH NUMBERS	AMOUNT
Accounts Payable Vouchers (April)	Nos. 626857 – 627260	\$ 5,479,952.85
Worker’s Comp Vouchers (April)	ACH – 2286	\$ 143,849.25
Payroll 04/05/2024	ACH – 04/05/2024	\$ 2,679,809.53
Payroll 04/19/2024	ACH – 04/19/2024	\$ 2,004,693.66
WA State – DOR (Excise Tax)	ACH – 1767	\$ 14,827.56
WA State – DOR (Leasehold Tax)	ACH – 1767	\$ 2,849.91
APRIL TOTAL		\$ 10,325,982.76

Certified:


Tammy Johnston
Senior Financial Services Manager

This certifies that the above vouchers have been audited and certified as required by RCW 42.24.080


Monique Liard
Chief Financial Officer
(Auditing Officer)

RECOMMENDATION TO BOARD: Approve claims as listed above.

FINAL REVIEW FOR BOARD BY:

Division Head ml Chief Executive Officer ASAM Legal Counsel mc

Spokane Transit Authority
Vouchers - April 2024

<u>Check Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Reference</u>	<u>Amount</u>
04/05/2024	626857	INLAND WELDING SUPPLY INC	1032	949.95
04/05/2024	626858	ABCORP NA INC	2814	166,223.83
04/05/2024	626859	FRANCIS AVENUE HARDWARE	2279	117.65
04/05/2024	626860	ADT COMMERCIAL LLC	2462	3,369.82
04/05/2024	626861	ADT COMMERCIAL LLC	2462	2,834.71
04/05/2024	626862	AFSCME	1328	645.06
04/05/2024	626863	AFSCME	1328	114.00
04/05/2024	626864	ALCOBRA METALS INC	2140	452.82
04/05/2024	626865	ALCOBRA METALS INC	2140	167.10
04/05/2024	626866	AMAZON CAPITAL SERVICES INC	2098	5,053.70
04/05/2024	626867	AMERICAN SEATING COMPANY	1063	6,024.39
04/05/2024	626868	ANDREA PARRISH	2687	2,000.00
04/05/2024	626869	ARCHITECTURAL HARDWARE	1989	784.80
04/05/2024	626870	AMALG TRANSIT UNION #1015	1055	25,219.50
04/05/2024	626871	AMALG TRANSIT UNION #1598	1056	1,024.28
04/05/2024	626872	THE BRAUN CORPORATION	1117	88.71
04/05/2024	626873	BDI	1022	133.90
04/05/2024	626874	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICE	1130	162.46
04/05/2024	626875	CANON FINANCIAL SERVICES INC	1154	1,163.69
04/05/2024	626876	CDW-GOVERNMENT	1132	2,321.70
04/05/2024	626877	QWEST CORPORATION	1148	147.98
04/05/2024	626878	CENTURYLINK	1148	75.00
04/05/2024	626879	CHILD SUPPORT ENFORCEMENT AGENCY	1825	392.30
04/05/2024	626880	CITY GLASS SPOKANE INC	2599	890.53
04/05/2024	626881	CITY OF SPOKANE	1601	188.10
04/05/2024	626882	CLEAN HARBOR ENVIRONMENTAL SERVICES INC.	2741	80.12
04/05/2024	626883	CLEANCO CARPET WINDOW & AIR DUCT CLEANING LLC	2781	8,707.05
04/05/2024	626884	COLEMAN OIL COMPANY LLC.	2683	44,023.21
04/05/2024	626885	COMCAST	1170	344.82
04/05/2024	626886	COMPUNET INC	1166	33,201.18
04/05/2024	626887	CROWN CASTLE INTERNATIONAL CORP.	2733	2,074.50
04/05/2024	626888	CUMMINS INC	1027	5,525.63
04/05/2024	626889	DEVRIES BUSINESS RECORDS MANAGEMENT INC	1766	375.00
04/05/2024	626890	EMPLOYEE ADVISORY COUNCIL	1236	721.50
04/05/2024	626891	EL JAY OIL CO INC	1003	10,585.40
04/05/2024	626892	FASTENAL COMPANY	1249	68.52
04/05/2024	626893	FIRST DIGITAL COMMUNICATIONS LLC	2730	1,272.45
04/05/2024	626894	ASCENT MECHANICAL AND PLUMBING INC	2494	4,469.00
04/05/2024	626895	FRANCOTYP-POSTALIA INC	1878	170.04
04/05/2024	626896	FRANCOTYP-POSTALIA INC	1878	3,000.00
04/05/2024	626897	BUSINESS INTERIORS OF IDAHO	2715	3,405.30
04/05/2024	626898	GORDON TRUCK CENTERS INC	1018	6,089.06
04/05/2024	626899	GALLS PARENT HOLDINGS LLC	1271	1,156.92
04/05/2024	626900	GILLIG LLC	1279	14,062.46
04/05/2024	626901	W.W. GRAINGER INC	1285	182.15
04/05/2024	626902	HALME BUILDERS INC	2780	100,021.70
04/05/2024	626903	ARCADIS A CALIFORNIA PARTNERSHIP	1336	732.73
04/05/2024	626904	IL DCS AND FAMILY SERVICES	2768	276.53
04/05/2024	626905	INLAND FIRST AID AND SAFETY	2895	10,719.01
04/05/2024	626906	KEYSTONE PEER REVIEW ORGANIZATION LLC	2840	1,382.84
04/05/2024	626907	L&M TRUCK SALES INC	2400	508.76
04/05/2024	626908	MCGUIRE BEARING COMPANY	1010	129.23
04/05/2024	626909	MOHAWK MANUFACTURING & SUPPLY CO	1011	1,481.22
04/05/2024	626910	MOTOROLA SOLUTIONS INC	1448	1,356.83
04/05/2024	626911	MUNCIE RECLAMATION AND SUPPLY CO	1013	801.02
04/05/2024	626912	BLACK REALTY MANAGEMENT INC	1658	1,736.85
04/05/2024	626913	NAPA AUTO PARTS INC	1014	7,216.08
04/05/2024	626914	LEGEND INVESTMENTS INC	1454	718.74
04/05/2024	626915	SCADU	2887	212.07
04/05/2024	626916	THE AFTERMARKET PARTS COMPANY LLC	1015	6,913.87
04/05/2024	626917	CSWW INC	1102	75.66
04/05/2024	626918	Darlene Stephenson	901	106.00
04/05/2024	626919	PHOENIX MOTOR INC	2885	1,509.61
04/05/2024	626920	PROTERRA INC	2519	212.77
04/05/2024	626921	PURE FILTRATION PRODUCTS INC	1531	721.58
04/05/2024	626922	ROMAINE ELECTRIC CORPORATION	1548	1,029.30
04/05/2024	626923	S T A - WELL	1557	549.50
04/05/2024	626924	SAFELITE FULFILLMENT INC	2889	476.26
04/05/2024	626925	SAFETY-KLEEN SYSTEMS INC	1564	1,631.17

<u>Check Date</u>	<u>Check #</u>	<u>Pavee</u>	<u>Reference</u>	<u>Amount</u>
04/05/2024	626926	SBA TOWERS II LLC	1569	2,569.62
04/05/2024	626927	SCHINDLER ELEVATOR CORPORATION	1930	474.66
04/05/2024	626928	SECURITAS SECURITY SERVICES USA INC	1574	2,930.40
04/05/2024	626929	SIX ROBBLEES INC	1017	680.37
04/05/2024	626930	SPOKANE COUNTY TREASURER	1603	455.49
04/05/2024	626931	SPOKANE HOUSE OF HOSE INC	1605	76.98
04/05/2024	626932	THE SPOKESMAN REVIEW	1616	915.23
04/05/2024	626933	SPORTWORKS GLOBAL LLC	1617	4,121.05
04/05/2024	626934	STONEWAY ELECTRIC SUPPLY CO	1633	94.66
04/05/2024	626935	SUMMIT LAW GROUP PLLC	1637	41,266.71
04/05/2024	626936	SUN SUPPLY INC.	2710	967.44
04/05/2024	626937	SYMETRA LIFE INSURANCE COMPANY	1562	23,056.77
04/05/2024	626938	TOLAR MANUFACTURING COMPANY INC.	2065	42,240.00
04/05/2024	626939	TX CHILD SUPPORT SDU	2871	414.96
04/05/2024	626940	TYLER TECHNOLOGIES INC	1675	7,725.00
04/05/2024	626941	UNITED WAY OF SPOKANE COUNTY	1684	239.81
04/05/2024	626942	CARACAL ENTERPRISES LLC	2419	19.00
04/05/2024	626943	VERIZON WIRELESS LLC	1686	8,323.48
04/05/2024	626944	AMERICAN FEDERATION OF STATE COUNTY 2 WA COUN	1705	1,638.26
04/05/2024	626945	WASHINGTON STATE	1209	346.53
04/05/2024	626946	WALTER E NELSON CO	1721	248.32
04/05/2024	626947	WENDLE MOTORS INCORPORATED	1021	465.73
04/05/2024	626948	WEX BANK	2642	18,847.33
04/05/2024	626949	THE W.W. WILLIAMS COMPANY	2870	172.45
04/05/2024	626950	WASHINGTON STATE TRANSIT ASSOC	1715	4,750.00
04/05/2024	626951	ZIPLINE COMMUNICATIONS INC	2492	1,452.50
04/12/2024	626952	A TO Z RENTALS	1033	487.87
04/12/2024	626953	INLAND WELDING SUPPLY INC	1032	487.53
04/12/2024	626954	FRANCIS AVENUE HARDWARE	2279	380.14
04/12/2024	626955	JANT GROUP II	2263	103.77
04/12/2024	626956	SOUTH HILL ACE HARDWARE	2263	11.76
04/12/2024	626957	CBS REPORTING INC	1035	447.50
04/12/2024	626958	ALCOBRA METALS INC	2140	1,162.41
04/12/2024	626959	ALL WESTERN INDUSTRIAL SUPPLY	2802	147.02
04/12/2024	626960	ALLIANT INSURANCE SERVICES INC	1914	155,429.00
04/12/2024	626961	ALSCO INC	2196	20,000.00
04/12/2024	626962	AMAZON CAPITAL SERVICES INC	2098	441.70
04/12/2024	626963	STEVEN W NILES JR	2276	91.39
04/12/2024	626964	AMERIGAS 1790	1064	6.37
04/12/2024	626965	THE ARC OF SPOKANE	2361	6,985.41
04/12/2024	626966	NORTHWEST CENTER SERVICES	2271	54,460.70
04/12/2024	626967	AVISTA CORPORATION	1081	95,863.86
04/12/2024	626968	BLANCHARD ELECTRIC & FLEET SUPPLY	2589	104.77
04/12/2024	626969	CHERYL BECKETT	1092	0.00
04/12/2024	626970	ROBERT J BERG	1099	272.50
04/12/2024	626971	BIXBY MACHINE TOOL SUPPLY INC	1106	742.69
04/12/2024	626972	ZEAL ENDEAVORS LLC	2788	4,693.98
04/12/2024	626973	CAMERON-REILLY LLC	1137	50,155.97
04/12/2024	626974	LITHIA MOTORS SUPPORT SERVICES	1024	946.13
04/12/2024	626975	CANON FINANCIAL SERVICES INC	1154	0.00
04/12/2024	626976	CARDINAL INFRASTRUCTURE LLC	2059	13,250.00
04/12/2024	626977	CDW-GOVERNMENT	1132	1,239.68
04/12/2024	626978	CENTER FOR TRANSPORTATION AND THE ENVIRONMEN	2335	5,000.00
04/12/2024	626979	CHK AMERICA INC	1155	500.00
04/12/2024	626980	CINTAS CORPORATION NO 2	2383	79.18
04/12/2024	626981	CITY OF CHENEY - UTILITY	1158	669.54
04/12/2024	626982	CITY OF LIBERTY LAKE	1395	250.00
04/12/2024	626983	CITY OF SPOKANE	1601	9,786.00
04/12/2024	626984	CLEANCO CARPET WINDOW & AIR DUCT CLEANING LLC	2781	2,398.50
04/12/2024	626985	COLEMAN OIL COMPANY LLC.	2683	127,501.96
04/12/2024	626986	CONSEAL CONTAINERS LLC	1176	397.78
04/12/2024	626987	CONSOLIDATED IRRIGATION	1177	22.00
04/12/2024	626988	COSTAR REALTY INFORMATION INC.	2851	1,406.10
04/12/2024	626989	CUMMINS INC	1027	2,462.30
04/12/2024	626990	D'AMATO CONVERSANO INC. P.C.	2718	200.00
04/12/2024	626991	DOW JONES & COMPANY	2698	176.58
04/12/2024	626992	ETTER MCMAHON LAMBERSON VAN WERT & ORESKOV.	2737	13,025.20
04/12/2024	626993	FASTENAL COMPANY	1249	3,138.92
04/12/2024	626994	FIRST TRANSIT INC	2430	563,558.12
04/12/2024	626995	FRANCOTYP-POSTALIA INC	1878	137.34
04/12/2024	626996	FP MAILING SOLUTIONS	1878	3,000.00
04/12/2024	626997	FEDEX	1808	644.49

<u>Check Date</u>	<u>Check #</u>	<u>Payee</u>	<u>Reference</u>	<u>Amount</u>
04/12/2024	626998	GORDON TRUCK CENTERS INC	1018	11,233.51
04/12/2024	626999	GALLS PARENT HOLDINGS LLC	1271	1,533.77
04/12/2024	627000	GENERAL PARTS DISTRIBUTION LLC	2690	192.51
04/12/2024	627001	GENFARE LLC	1268	753.64
04/12/2024	627002	GILLIG LLC	1279	23,825.15
04/12/2024	627003	W.W. GRAINGER INC	1285	513.71
04/12/2024	627004	GRIMCO INC	2696	2,357.61
04/12/2024	627005	H & H BUSINESS SYSTEMS	1298	403.91
04/12/2024	627006	HORIZON DISTRIBUTORS INC	1321	101.22
04/12/2024	627007	IMPERIAL COLLEGE PROJECTS LIMITED	1339	28,500.00
04/12/2024	627008	INTERNET ARCHIVE	1354	2,000.00
04/12/2024	627009	JARMS HARDWARE INC	2548	13.06
04/12/2024	627010	WILLIAM CORP	1363	70.02
04/12/2024	627011	KERSHAW'S INC	1374	150.93
04/12/2024	627012	KPFF INC	2510	55,536.58
04/12/2024	627013	LAIRD PLASTICS	1383	322.88
04/12/2024	627014	LOOMIS ARMORED US LLC	1408	4,747.43
04/12/2024	627015	MAINTENANCE SOLUTIONS	1418	627.84
04/12/2024	627016	NEALTON INC	2896	568.53
04/12/2024	627017	Q49 SOLUTIONS LLC	2594	200.56
04/12/2024	627018	MODERN ELECTRIC WATER CO INC	1439	1,157.79
04/12/2024	627019	MOHAWK MANUFACTURING & SUPPLY CO	1011	1,839.21
04/12/2024	627020	MUNCIE RECLAMATION AND SUPPLY CO	1013	783.39
04/12/2024	627021	BLACK REALTY MANAGEMENT INC	1658	21,695.23
04/12/2024	627022	NAPA AUTO PARTS INC	1014	2,396.51
04/12/2024	627023	LEGEND INVESTMENTS INC	1454	114.35
04/12/2024	627024	NATIONAL COLOR GRAPHICS INC	1455	215.82
04/12/2024	627025	THE AFTERMARKET PARTS COMPANY LLC	1015	6,062.60
04/12/2024	627026	NORCO INC	1467	451.60
04/12/2024	627027	NORLIFT INC	1470	121.71
04/12/2024	627028	NORTH 40 OUTFITTERS	1102	119.78
04/12/2024	627029	OFFICE DEPOT INC	1483	144.72
04/12/2024	627030	EDWIN ROSE	901	26.00
04/12/2024	627031	OXARC INC	1002	29.69
04/12/2024	627032	PARAMETRIX INC	2062	189,540.68
04/12/2024	627033	PREMERA BLUE CROSS	1521	380,017.42
04/12/2024	627034	PROVISIONAL SERVICES INC.	2697	2,210.40
04/12/2024	627035	REBECCA VAN KEULEN	2735	0.00
04/12/2024	627036	ROMAINE ELECTRIC CORPORATION	1548	636.80
04/12/2024	627037	SAFETY-KLEEN SYSTEMS INC	1564	595.87
04/12/2024	627038	SAGEVIEW ADVISORY GROUP LLC	1955	9,000.00
04/12/2024	627039	LOUIS SARDO UPHOLSTERY INC.	2825	7,366.50
04/12/2024	627040	SCHINDLER ELEVATOR CORPORATION	1930	158.22
04/12/2024	627041	SECURITAS SECURITY SERVICES USA INC	1574	29,115.54
04/12/2024	627042	SENSKE LAWN & TREE CARE INC	2194	107.91
04/12/2024	627043	SIX ROBBLEES INC	1017	776.31
04/12/2024	627044	SPOKANE NEIGHBORHOOD ACTION PARTNERS	2571	10,704.46
04/12/2024	627045	SPECIAL MOBILITY SERVICES	2122	3,452.55
04/12/2024	627046	SPOKANE COUNTY SOLID WASTE	1603	1,281.29
04/12/2024	627047	SPOKANE COUNTY ENVIRONMENTAL SERVICES	1603	310.39
04/12/2024	627048	SPOKANE HOUSE OF HOSE INC	1605	978.04
04/12/2024	627049	SPOKANE POWER TOOL	1608	675.03
04/12/2024	627050	SPOKANE SUNSCREEN LLC	1926	1,658.16
04/12/2024	627051	DGT ENTERPRISES LLC	2670	5,920.00
04/12/2024	627052	SPRAY CENTER ELECTRONICS INC	1619	1,370.90
04/12/2024	627053	STONEWAY ELECTRIC SUPPLY CO	1633	999.19
04/12/2024	627054	SUMMIT REHABILITATION ASSOCIATES PLLC	1638	0.00
04/12/2024	627055	SUN SUPPLY INC.	2710	10,193.51
04/12/2024	627056	SWIFTLY INC	2480	185,736.24
04/12/2024	627057	TENNANT SALES & SERVICE COMPANY	1647	3,809.12
04/12/2024	627058	THE ENGRAVER INC	1242	264.33
04/12/2024	627059	THERMO KING NORTHWEST	1650	466.10
04/12/2024	627060	ULINE INC	2401	269.99
04/12/2024	627061	VERITECH INC	2049	529.00
04/12/2024	627062	VERIZON WIRELESS LLC	1686	7,782.51
04/12/2024	627063	WALTER E NELSON CO	1721	8,349.15
04/12/2024	627064	WASTE MANAGEMENT SPOKANE	1702	420.74
04/12/2024	627065	WENDLE MOTORS INCORPORATED	1021	9,058.56
04/12/2024	627066	WESCO GROUP LLC	2368	14,857.62
04/12/2024	627067	WHITWORTH WATER DISTRICT	1746	29.49
04/12/2024	627068	ZAYO GROUP LLC	2321	34,327.46
04/12/2024	627069	ZIPLINE COMMUNICATIONS INC	2492	5,063.00

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04/19/2024	627070	INLAND WELDING SUPPLY INC	1032	2,469.87
04/19/2024	627071	ABM INDUSTRY GROUPS LLC	1066	1,030.05
04/19/2024	627072	ACCESS INFORMATION HOLDINGS	2340	1,003.80
04/19/2024	627073	AFSCME	1328	667.16
04/19/2024	627074	AFSCME	1328	120.00
04/19/2024	627075	AMAZON CAPITAL SERVICES INC	2098	1,705.45
04/19/2024	627076	APS INC	1841	62.13
04/19/2024	627077	AMALG TRANSIT UNION #1015	1055	25,718.77
04/19/2024	627078	AMALG TRANSIT UNION #1598	1056	1,024.28
04/19/2024	627079	AMALGAMATED TRANSIT UNION	1057	184.27
04/19/2024	627080	NAF FAIRCHILD AFB	1466	319.85
04/19/2024	627081	APPLEWAY CHEVROLET INC	1068	618.91
04/19/2024	627082	AVISTA CORPORATION	1081	1,110.82
04/19/2024	627083	CHERYL BECKETT	1092	500.00
04/19/2024	627084	CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICE	1130	162.46
04/19/2024	627085	LITHIA MOTORS SUPPORT SERVICES	1024	651.42
04/19/2024	627086	CANON FINANCIAL SERVICES INC	1154	894.03
04/19/2024	627087	CDW-GOVERNMENT	1132	131,023.45
04/19/2024	627088	CENTER FOR TRANSPORTATION AND THE ENVIRONMEN	2335	3,514.05
04/19/2024	627089	QWEST CORPORATION	1148	273.86
04/19/2024	627090	CHILD SUPPORT ENFORCEMENT AGENCY	1825	392.30
04/19/2024	627091	CITY OF MEDICAL LAKE	1424	87.55
04/19/2024	627092	CLEAN CONCEPTS GROUP INC	1471	596.92
04/19/2024	627093	ANDREW CLINE	2903	6,731.17
04/19/2024	627094	COLEMAN OIL COMPANY LLC.	2683	87,434.66
04/19/2024	627095	KATHLEEN M COLLINS	1163	5,000.00
04/19/2024	627096	COMCAST	1170	190.09
04/19/2024	627097	COMPENSATION CONNECTIONS LLC	2724	240.00
04/19/2024	627098	COMPLETE OFFICE LLC	2202	2,005.16
04/19/2024	627099	COMPUNET INC	1166	13,707.89
04/19/2024	627100	CORPORATE TRANSLATION SERVICES INC	2158	78.77
04/19/2024	627101	CUMMINS INC	1027	11,159.11
04/19/2024	627102	DOWNTOWN SPOKANE DEVELOPMENT ASSOCIATION	1217	214.00
04/19/2024	627103	EMPLOYEE ADVISORY COUNCIL	1236	709.50
04/19/2024	627104	EL JAY OIL CO INC	1003	4,637.95
04/19/2024	627105	ELECTRICAL SERVICE PRODUCTS INC	1230	474.71
04/19/2024	627106	FASTENAL COMPANY	1249	1,840.40
04/19/2024	627107	ASCENT MECHANICAL AND PLUMBING INC	2494	4,465.00
04/19/2024	627108	FREEDMAN SEATING COMPANY	1827	9,606.66
04/19/2024	627109	FEDEX	1808	46.49
04/19/2024	627110	GORDON TRUCK CENTERS INC	1018	4,669.89
04/19/2024	627111	GENFARE LLC	1268	1,887.73
04/19/2024	627112	GILLIG LLC	1279	31,836.79
04/19/2024	627113	W.W. GRAINGER INC	1285	820.00
04/19/2024	627114	H & H BUSINESS SYSTEMS	1298	1,328.90
04/19/2024	627115	H W LOCHNER INC	1405	2,397.68
04/19/2024	627116	HOGAN MFG INC	1008	3,506.28
04/19/2024	627117	HORIZON DISTRIBUTORS INC	1321	245.78
04/19/2024	627118	HUMANIX CORP	1329	782.26
04/19/2024	627119	ARCADIS A CALIFORNIA PARTNERSHIP	1336	25,885.49
04/19/2024	627120	IL DCS AND FAMILY SERVICES	2768	276.53
04/19/2024	627121	INIT INNOVATIONS IN TRANSPORTATION INC	2392	2,092.72
04/19/2024	627122	INSIGHT PUBLIC SECTOR	2490	9,528.17
04/19/2024	627123	IR SPECIALTY FOAM LLC	1345	319.59
04/19/2024	627124	JACOBS ENGINEERING GROUP INC	2285	938.80
04/19/2024	627125	JARMS HARDWARE INC	2548	73.79
04/19/2024	627126	WILLIAM CORP	1363	695.43
04/19/2024	627127	LIBERTY LAKE SEWER AND WATER DISTRICT	1396	161.93
04/19/2024	627128	LITHOGRAPHIC REPRODUCTIONS INC	1403	857.83
04/19/2024	627129	M & L SUPPLY CO INC	1413	192.98
04/19/2024	627130	MOHAWK MANUFACTURING & SUPPLY CO	1011	159.60
04/19/2024	627131	MOON SHADOW ETCHERS INC.	2770	7,686.50
04/19/2024	627132	MOTOROLA SOLUTIONS INC	1448	55,748.16
04/19/2024	627133	MUNCIE RECLAMATION AND SUPPLY CO	1013	3,609.39
04/19/2024	627134	BLACK REALTY MANAGEMENT INC	1658	2,600.00
04/19/2024	627135	NAPA AUTO PARTS INC	1014	25,828.83
04/19/2024	627136	NATIONAL COLOR GRAPHICS INC	1455	1,076.92
04/19/2024	627137	ARGOSY CREDIT PARTNERS HOLDINGS LP	2006	72.00
04/19/2024	627138	SCADU	2887	212.07
04/19/2024	627139	THE AFTERMARKET PARTS COMPANY LLC	1015	11,029.50
04/19/2024	627140	NORTHWEST BUSINESS STAMP INC	1472	82.00
04/19/2024	627141	OFFICE DEPOT INC	1483	55.35

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04/19/2024	627142	ONEBRIDGE FSA	2880	150.00
04/19/2024	627143	PHYLLIS SIRHALL	901	67.00
04/19/2024	627144	SNAP	901	580.00
04/19/2024	627145	PHOENIX MOTOR INC	2885	1,990.05
04/19/2024	627146	PROVISIONAL SERVICES INC.	2697	2,164.81
04/19/2024	627147	REHN & ASSOCIATES	2395	366.00
04/19/2024	627148	ROMAINE ELECTRIC CORPORATION	1548	1,971.19
04/19/2024	627149	RON WHITES AIR COMPRESSOR SALES INC	2900	841.74
04/19/2024	627150	S T A - WELL	1557	544.50
04/19/2024	627151	SAFELITE FULFILLMENT INC	2889	429.11
04/19/2024	627152	SAM SCHWARTZ CONSULTING LLC	2369	56,562.27
04/19/2024	627153	SAMSARA INC	2872	9,544.50
04/19/2024	627154	SOCKETLABS ACQUISITION LLC	2484	1,375.00
04/19/2024	627155	SPECIAL MOBILITY SERVICES	2122	10,367.67
04/19/2024	627156	SPOKANE PUBLIC FACILITIES DISTRICT	1941	1,498.00
04/19/2024	627157	SPOKANE HOUSE OF HOSE INC	1605	569.71
04/19/2024	627158	STA OPERATIONS	1556	189.45
04/19/2024	627159	STONEWAY ELECTRIC SUPPLY CO	1633	915.44
04/19/2024	627160	SUMMIT REHABILITATION ASSOCIATES PLLC	1638	360.00
04/19/2024	627161	SUN SUPPLY INC.	2710	235.20
04/19/2024	627162	TERMINAL SUPPLY INC	1648	97.01
04/19/2024	627163	THE ENGRAVER INC	1242	33.25
04/19/2024	627164	TITAN TRUCK EQUIPMENT INC	1655	6,651.35
04/19/2024	627165	TITAN TRUCK EQUIPMENT INC	1655	6,651.35
04/19/2024	627166	TRAPEZE SOFTWARE GROUP	1669	12,275.58
04/19/2024	627167	TYLER BUSINESS FORMS	1788	2,125.50
04/19/2024	627168	UNITED WAY OF SPOKANE COUNTY	1684	239.81
04/19/2024	627169	UTILITIES PLUS	2606	109.00
04/19/2024	627170	VERIZON WIRELESS LLC	1686	8,820.29
04/19/2024	627171	WASHINGTON STATE	1704	6,537.70
04/19/2024	627172	AMERICAN FEDERATION OF STATE COUNTY 2 WA COUN	1705	1,738.14
04/19/2024	627173	WASHINGTON STATE DEPT OF LABOR AND INDUSTRIES	1208	764.80
04/19/2024	627174	WALTER E NELSON CO	1721	95.36
04/19/2024	627175	WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIAI	2262	875.00
04/19/2024	627176	WESCO GROUP LLC	2368	1,295.19
04/19/2024	627177	THE W.W. WILLIAMS COMPANY	2870	2,764.46
04/26/2024	627178	ABB E-Mobility Inc.	2844	669,389.00
04/26/2024	627179	ASH & ROWAN HARDWARE LLC	2278	20.62
04/26/2024	627180	SOUTH HILL ACE HARDWARE	2263	130.62
04/26/2024	627181	ALCOBRA METALS INC	2140	2,398.60
04/26/2024	627182	AMAZON CAPITAL SERVICES INC	2098	2,895.75
04/26/2024	627183	ATLAS BOILER & EQUIPMENT CO.	2420	1,492.50
04/26/2024	627184	APPLEWAY CHEVROLET INC	1068	139.97
04/26/2024	627185	AVISTA CORPORATION	1081	1,376.00
04/26/2024	627186	BLACK PROINVEST SCHADE TOWER LLC	2767	7,012.55
04/26/2024	627187	BUDINGER & ASSOCIATES INC	2149	3,642.06
04/26/2024	627188	CAMERON-REILLY LLC	1137	747,820.31
04/26/2024	627189	CANON FINANCIAL SERVICES INC	1154	249.85
04/26/2024	627190	CENTER FOR TRANSPORTATION AND THE ENVIRONMEN	2335	10,986.20
04/26/2024	627191	CITY OF SPOKANE	1601	134.64
04/26/2024	627192	CLEAN CONCEPTS GROUP INC	1471	179.56
04/26/2024	627193	COAST TRANSPORTATION	2040	3,621.89
04/26/2024	627194	COFFMAN ENGINEERS INC	1162	94,475.87
04/26/2024	627195	COLEMAN OIL COMPANY LLC.	2683	47,215.56
04/26/2024	627196	COMPUNET INC	1166	15,528.40
04/26/2024	627197	CONTINENTAL DOOR COMPANY	1986	3,776.85
04/26/2024	627198	COPIERS NORTHWEST INC	2429	498.86
04/26/2024	627199	CROWN CASTLE INTERNATIONAL CORP.	2733	2,074.50
04/26/2024	627200	CUMMINS INC	1027	5,125.32
04/26/2024	627201	EARTHWORKS RECYCLING INC.	2816	187.50
04/26/2024	627202	EL JAY OIL CO INC	1003	3,810.14
04/26/2024	627203	ETTER MCMAHON LAMBERSON VAN WERT & ORESKOV.	2737	17,413.50
04/26/2024	627204	FASTENAL COMPANY	1249	351.96
04/26/2024	627205	THE FIG TREE	2465	170.00
04/26/2024	627206	FIRST DIGITAL COMMUNICATIONS LLC	2730	1,296.29
04/26/2024	627207	V02 COLLECTION INC.	2860	539.39
04/26/2024	627208	FEDEX	1808	376.84
04/26/2024	627209	GORDON TRUCK CENTERS INC	1018	9,144.19
04/26/2024	627210	GALLS PARENT HOLDINGS LLC	1271	6,473.95
04/26/2024	627211	PERFORMANCE SYSTEMS INTEGRATION LLC	2728	1,531.46
04/26/2024	627212	THE GENERAL STORE	1956	256.03
04/26/2024	627213	GILLIG LLC	1279	11,211.92

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04/26/2024	627214	W.W. GRAINGER INC	1285	234.42
04/26/2024	627215	GRIMCO INC	2696	392.94
04/26/2024	627216	H & H BUSINESS SYSTEMS	1298	234.28
04/26/2024	627217	HORIZON DISTRIBUTORS INC	1321	284.87
04/26/2024	627218	INIT INNOVATIONS IN TRANSPORTATION INC	2392	140,497.00
04/26/2024	627219	JARMS HARDWARE INC	2548	68.66
04/26/2024	627220	WILLIAM CORP	1363	105.03
04/26/2024	627221	KERSHAW'S INC	1374	208.74
04/26/2024	627222	L&E PARK LLC	2391	4,220.66
04/26/2024	627223	LAIRD PLASTICS	1383	217.13
04/26/2024	627224	LITHIA MOTORS SUPPORT SERVICES	1088	1,348.34
04/26/2024	627225	LITHOGRAPHIC REPRODUCTIONS INC	1403	499.22
04/26/2024	627226	LPM SUPPLY INC	1382	41.15
04/26/2024	627227	LUMINATOR TECHNOLOGY GROUP INC	1009	2,398.00
04/26/2024	627228	M & L SUPPLY CO INC	1413	416.52
04/26/2024	627229	Q49 SOLUTIONS LLC	2594	25.07
04/26/2024	627230	CREATIVE BUS SALES INC	1233	106.82
04/26/2024	627231	MOHAWK MANUFACTURING & SUPPLY CO	1011	1,469.31
04/26/2024	627232	MUNCIE RECLAMATION AND SUPPLY CO	1013	4,139.76
04/26/2024	627233	NAPA AUTO PARTS INC	1014	3,449.39
04/26/2024	627234	THE AFTERMARKET PARTS COMPANY LLC	1015	6,587.20
04/26/2024	627235	TAMMY LYNNE GLIDEWELL	1282	1,070.00
04/26/2024	627236	OFFICE DEPOT INC	1483	376.13
04/26/2024	627237	Mike Jones	903	10.35
04/26/2024	627238	POWER CITY ELECTRIC INC	2530	507.75
04/26/2024	627239	PROVISIONAL SERVICES INC.	2697	1,610.61
04/26/2024	627240	PURE FILTRATION PRODUCTS INC	1531	65.47
04/26/2024	627241	MULTI SERVICE TECHNOLOGY SOLUTIONS INC	2146	166.60
04/26/2024	627242	ROMAINE ELECTRIC CORPORATION	1548	2,057.27
04/26/2024	627243	SAFELITE FULFILLMENT INC	2889	345.34
04/26/2024	627244	SECURITAS SECURITY SERVICES USA INC	1574	29,385.38
04/26/2024	627245	SIX ROBBLEES INC	1017	619.12
04/26/2024	627246	SPOKANE HOUSE OF HOSE INC	1605	698.43
04/26/2024	627247	STONEWAY ELECTRIC SUPPLY CO	1633	140.40
04/26/2024	627248	SUN SUPPLY INC.	2710	824.62
04/26/2024	627249	TACOMA SCREW PRODUCTS INC.	2708	169.42
04/26/2024	627250	THE ENGRAVER INC	1242	21.80
04/26/2024	627251	ULINE INC	2401	1,560.06
04/26/2024	627252	VERITECH INC	2049	733.00
04/26/2024	627253	STATE OF WASHINGTON	1706	670.76
04/26/2024	627254	WA STATE DEPT OF ECOLOGY	1706	982.00
04/26/2024	627255	WALTER E NELSON CO	1721	2,002.09
04/26/2024	627256	WESSLEN CONSTRUCTION INC	2651	22,756.68
04/26/2024	627257	WESTERN STATES EQUIPMENT	1740	16.83
04/26/2024	627258	THE W.W. WILLIAMS COMPANY	2870	152.47
04/26/2024	627259	WASHINGTON STATE TRANSIT ASSOC	1715	1,625.00
04/25/2024	627260	REBECCA VAN KEULEN	2735	6,182.56
TOTAL APRIL ACCOUNTS PAYABLE				5,479,952.85
4/1/2024-4/30/2024	ACH	WORKER'S COMPENSATION	2286	143,849.25
TOTAL APRIL WORKER'S COMPENSATION DISBURSEMENTS				143,849.25
04/05/2024	730409-730434	PAYROLL AND TAXES PR 7, 2023	VARIES	2,679,809.53
04/19/2024	730435-730458	PAYROLL AND TAXES PR 8, 2023	VARIES	2,004,693.66
TOTAL APRIL PAYROLL AND TAXES				4,684,503.19
04/17/2024	ACH	WA STATE - DOR (EXCISE TAX)	1767	14,827.56
04/17/2024	ACH	WA STATE - DOR (LEASEHOLD TAX)	1767	2,849.91
TOTAL APRIL EXCISE AND LEASEHOLD TAX DISBURSEMENT				17,677.47
TOTAL APRIL DISBURSEMENTS FROM TO1 ACCOUNTS				10,325,982.76
TOTAL APRIL DISBURSEMENTS FROM TO5 TRAVEL ADVANCE ACCOUNT				0.00
TOTAL APRIL DISBURSEMENTS TO1 & TO5 ACCOUNTS				10,325,982.76

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 7C : PUBLIC WORKS CONTRACTS UNDER \$35,000: FINAL ACCEPTANCE

REFERRAL COMMITTEE: N/A

SUBMITTED BY: Monique Liard, Chief Financial Officer
Jordan Hayes-Horton, Senior Procurement Manager

SUMMARY: Per RCW 39.08.030, all Public Works contracts require acceptance for completion by the STA Board of Directors and an approved affidavit of wages paid from the Washington State Department of Labor & Industries.

The table summarizes projects below \$35,000 ready for acceptance by the Board:

Purchase Order/ Contract Number	Project Description	Contractor	Purchase Order/ Contract Value	Substantial Completion Date of the Work
20240521	Install Blinds in Security Office	Zeal Endeavors, LLC	\$5,443.02	3/28/2024
20240510	Plaza Elevator Window Film Replacement	Spokane Sunscreen, LLC	\$1,922.76	4/2/2024
20240789	Plaza Main Level Restroom Exhaust Fan Repair	Arctic Lighting & Electric	\$2,750.00	4/21/2024
20240857	Air Duct Cleaning – System #8 & #10	CleanCo Carpet, Window & Air Duct Cleaning, LLC	\$9,978.95	4/26/2024
20240200	Generator Testing & Repairs	Western States Equipment	\$7,301.02	4/30/2024

Public Works contracts with a value of \$35,000 or more (before tax) also require release of retainage authorization from the Washington State Employment Security Department, Department of Revenue, & Department of Labor & Industries. These contracts are presented individually to the Board for approval as part of the consent agenda when needed.

RECOMMENDATION TO BOARD: Recommend the Board approve acceptance of the above contracts as complete and authorize release of retainage security subject to receipt of Department of Labor & Industries approved prevailing wage affidavits.

FINAL REVIEW FOR BOARD BY:

Division Head ml Chief Executive Officer JSAN Legal Counsel mc

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 7D : PLAZA FACILITIES ENGINEERING SERVICES - AWARD OF CONTRACT

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

SUBMITTED BY: Brandon Rapez-Betty, Chief Operations Officer

SUMMARY: The current contract (2017-10050) with Black Realty Management, Inc. for Plaza Property Management & Leasing Agent Services expires on June 30, 2024.

On January 11, 2024, Request for Proposals (RFP) 2023-10801 for Plaza Facilities Engineering Services was advertised on the STA website and the Washington State Department of Enterprise Services managed solicitations site, WEBS. Two (2) companies participated in the pre-proposal meeting held January 18, 2024. The solicitation period ended February 9, 2024, and one responsive proposal was received from responsible proposer, Black Realty Management, Inc. The solicitation was reviewed and determined not to be unduly restrictive; therefore, the single proposal was evaluated.

The evaluation committee, which met on March 11, 2024, was comprised of voting members Darin Hoffman, Jenni Knoll, Jordan Hayes-Horton, Jennifer Anderson, and non-voting member Tammy Santana. Josh Wood, E. Susan Meyer, and Monique Liard were also in attendance. The proposal was evaluated based on the following criteria established within the RFP: 1) Proposer's Management Approach, Operations Plan & Proven Financial Stability; 2) Record of Performance; 3) Qualifications of Assigned Personnel; 4) Completeness of Proposal & Compliance with RFP; and 5) Price Proposal. The evaluation results are as follows:

<u>Proposer</u>	<u>Evaluation Score</u>
Black Realty Management	69.75

RECOMMENDATION TO COMMITTEE: Recommend the Board authorize the CEO to negotiate a five-year contract with Black Realty Management, Inc. for Plaza Facilities Engineering Services for an estimated total value of \$2,804,641.

COMMITTEE ACTION: Approved as presented and forwarded to the Board Consent agenda.

RECOMMENDATION TO BOARD: Approve, by motion, to authorize the CEO to negotiate a five-year contract with Black Realty Management, Inc. for Plaza Facilities Engineering Services for an estimated total value of \$2,804,641.

FINAL REVIEW FOR BOARD BY:

Division Head brb Chief Executive Officer ESM Legal Counsel mc

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 7E : CITY OF SPOKANE VALLEY MASTER DESIGN AND CONSTRUCTION AGREEMENT

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

SUBMITTED BY: Karl Otterstrom, Chief Planning & Development Officer
Dan Wells, Deputy Director for Capital Development

SUMMARY: An interlocal agreement with the City of Spokane Valley establishes the framework for collaborative projects that can be executed via specific project orders. Staff are seeking Board authorization for CEO execution of the interlocal agreement and two initial project orders under the agreement.

BACKGROUND: The draft Master Design and Construction Agreement between the City of Spokane Valley and Spokane Transit is an interlocal agreement that provides the legal framework for the execution of project orders that provide for cooperation and reimbursement for collaborative projects to fund public infrastructure improvements in the City of Spokane Valley. Each project order will define project specific details including scope of work, budget, funding source, schedule, project contacts and incorporation of the elements included in the master agreement. The execution of future project orders will be subject to the authority levels of STA's procurement policies as established by the STA Board of Directors and regulated by the Chief Executive Officer. The agreement provides for a cumulative maximum value of \$5 million in project orders between the two jurisdictions.

Two initial project orders are proposed to be included in this agreement action as further described below.

Project Order # 1 – “Sprague Avenue Accessible Crossing Improvement” provides for a contribution to the City by STA for design and construction of a new marked crosswalk across Sprague Avenue as part of the City’s Sprague Avenue Stormwater project. The new crosswalk includes a pedestrian hybrid beacon and will provide access between City Hall and Balfour Park. This project order will fulfill the STA Board’s direction to enter into a cooperative agreement provided on April 21, 2022. The total compensation for this work is \$163,385 and is funded by CIP #894, “Cooperative Projects”.

Project Order # 2 – “Sprague HPT Bus Stop Improvement” provides reimbursement to the City for design and construction of a relocated bus stop directly west and adjacent to the new crosswalk across Sprague Avenue. This bus stop improvement will also be built as part of the City’s Sprague Avenue Stormwater project and will include High Performance Transit (HPT) infrastructure that will accommodate future installation of HPT amenities. The total budget for this work is not to exceed \$275,000 and the city will only invoice STA for actual costs. This cooperative project is funded by CIP #894, “Cooperative Projects”.

RECOMMENDATION TO COMMITTEE: Review and recommend the Board approve, by motion, the CEO to execute the Master Design and Construction Agreement with the City of Spokane Valley, along with Project Orders #1 and #2 for specific improvements to the pedestrian crossing and bus stop on Sprague Avenue as incorporated into the City's Sprague Avenue Stormwater project.

COMMITTEE ACTION: Approved as presented and forwarded to the Board Consent agenda.

RECOMMENDATION TO BOARD: Approve, by motion, the CEO to execute the Master Design and Construction Agreement with the City of Spokane Valley, along with Project Orders #1 and #2 for specific improvements to the pedestrian crossing and bus stop on Sprague Avenue as incorporated into the City's Sprague Avenue Stormwater project.

FINAL REVIEW FOR BOARD BY:

Division Head ko Chief Executive Officer ASAM Legal Counsel mc

SPOKANE TRANSIT AUTHORITY INFRASTRUCTURE IMPROVEMENTS MASTER DESIGN & CONSTRUCTION AGREEMENT

This Master Design and Construction Agreement for Spokane Transit Authority Infrastructure Improvements (“Agreement” or Master Agreement”) is made and entered into this **XXX** day of **XXX**, 2024, by and between the **City of Spokane Valley** (“City”) and the **Spokane Transit Authority** (“STA”); each a municipal corporation of the State of Washington. The City and STA may be referred to individually as a “Party” and collectively as “Parties”.

WHEREAS, pursuant to Chapter 36.57A RCW, STA is authorized to do all things necessary to provide public transportation facilities and services to the public, within the boundaries of the Public Transportation Benefit Area (“PTBA”), which includes the City of Spokane Valley; and

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

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

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

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

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

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

1. DEFINITIONS

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

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

2. SCOPE OF WORK

A. IDENTIFICATION OF IMPROVEMENTS

- I. The City and STA shall identify Cooperative Projects in locations throughout the City to support or improve public transportation services. Where the Parties deem appropriate and mutually agree, a Project Order may be issued retroactively to provide for reimbursement to the Managing Party for the cost of a project that provides a benefit to the Funding Party. Additional Cooperative Projects may be agreed to pursuant to a written Project Order executed by each of the Parties.

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

B. DESIGN AND ENGINEERING

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

C. EXECUTION OF WORK

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

D. PROCUREMENT

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

E. CONSTRUCTION PROGRESS

At the request of the Funding Party for each Project Order, the Managing Party shall provide monthly construction updates identifying work progress, detailed expenditures, schedule adherence, change orders executed and any other matters of significance in the performance of this Agreement. Funding Party shall designate a "responsible person" who shall represent the Funding Party's interest during construction of the Cooperative Project, shall attend weekly construction meetings. In coordination with the Managing Party's project manager, the Funding Party shall have the right to inspect the work in progress, but the work shall not be delayed or stopped for such inspection. The Funding Party shall not direct the Managing Party's contractor; the Funding Party shall notify the Managing Party of any corrections to the construction of the Cooperative Project and the Managing Party shall direct the contractor, accordingly.

F. CHANGES

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

G. PERMITS, APPROVALS & COMMUNITY RELATIONS

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

H. SCHEDULE

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

I. FINAL ACCEPTANCE

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

3. OWNERSHIP AND MAINTENANCE

STA shall own and be responsible for all public transit facilities, facilities constructed by STA outside any City-owned right-of-way, and any other improvements or amenities as agreed to in writing by the Parties. "Public transit facilities" means those Transit Improvements that constitute amenities for those using public transportation, such as but not limited to transit shelters and signage placed or required by STA (including real-time and persistent signage). At all times the City shall be the owner of right-of-way improvements to City-owned rights-of-way that the City completes. The City shall become the owner of right-of-way improvements to City-owned rights-of-way constructed by STA only upon their completion by STA and final acceptance by the City. "Right-of-way improvements" means permanent improvements within City-owned right-of-way that are not public transit facilities, such as but not limited to sidewalks, curbs, gutters, storm sewer drains, asphalt paving, and landscaping.

4. CONTINUING CONTROL

In the event STA desires to complete a Cooperative Project that is funded in whole or in part by FTA

grant assistance, such grant assistance shall be identified in the corresponding Project Order and the requisite FTA terms and conditions shall be incorporated into said Project Order.

A. GENERAL

The Parties acknowledge that some Cooperative Projects will be funded in part with federal funding from FTA. The Parties commit to their adherence to federal and State funding and right of way acquisition requirements when required by FTA as a condition of funding (“FTA Funded Cooperative Projects”). An FTA Grant number shall be clearly noted on the Project Order executed by the Parties to designate a project as an FTA Funded Cooperative Project.

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

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

C. PERIOD OF CONTROL

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

D. USE

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

E. MAINTENANCE

STA shall be responsible and liable for ongoing maintenance, repair, and replacement of all public transit facilities that STA owns per Section 3 of this Agreement. The City shall be responsible and liable for ongoing maintenance, repair, and replacement of the right-of-way improvements that the City owns per Section 3 of this Agreement. .

F. RECORDS

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

G. INCIDENTAL USE

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

H. TRANSFER OR LEASE OF PROPERTY

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

5. DISPOSITION OF COOPERATIVE PROJECT

A. GENERAL

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

B. FTA APPROVAL WHEN REQUIRED

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

C. AGREEMENT TO COMPLY

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

6. TERM

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

7. COMPENSATION

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

8. INVOICES

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

9. PAYMENT

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

10. NOTICES

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

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

City of Spokane Valley	Spokane Transit Authority
Marci Patterson City Clerk City of Spokane Valley 10210 E Sprague Ave Spokane Valley, WA 99206 E: mpatterson@spokanevalleywa.gov P: (509) 720-5102	Contracts Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: contracts@spokanetransit.com P: (509) 325-6032

11. COMMUNICATIONS

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

City of Spokane Valley	Spokane Transit Authority
William Helbig Public Works Director City of Spokane Valley 10210 E Sprague Ave Spokane Valley, WA 99206 E: bhelbig@spokanevalleywa.gov P: (509) 720-5320	Daniel M. Wells Deputy Director for Capital Development Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: dwells@spokanetransit.com P: (509) 343-1695

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by facsimile or email, addressed to the designated representative of the Parties as set forth above, or as may be revised by written notice in accordance with Section 10 of this Agreement.

12. INDEMNIFICATION

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

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

13. INDEPENDENT CAPACITY

A. EMPLOYEES

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

B. NO PARTNERSHIP & NO THIRD PARTY BENEFICIARIES

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

14. TERMINATION

A. DEFAULT

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

B. EXPENSES

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

C. WAIVER OF DEFAULT OR BREACH

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

15. FORCE MAJEURE

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

16. COMPLIANCE WITH LAWS

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

17. GOVERNING LAW & VENUE

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

18. SUCCESSORS & ASSIGNS

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

19. ENTIRE AGREEMENT

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

20. MODIFICATION

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

21. SEVERABILITY

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

22. CIVIL RIGHTS

A. NONDISCRIMINATION

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

B. EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this Agreement:

- I. Race, Color, Creed, National Origin, Sex, Sexual Orientation, Gender Identity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Dept. of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R., Parts 60 *et seq.*, (which implement Executive Order No.11246, “Equal Employment Opportunity,” as amended by Executive Order No. 13672, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity.” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, sexual orientation, gender identity or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

II. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

III. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Parties agree to include these requirements in each of its subcontracts resulting from or pertaining to this Agreement.

23. ANTI-KICKBACK

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

24. CONFLICT OF INTEREST

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

- I. the employee, officer or agent;
- II. any member of his/her immediate family;
- III. his or her partner; or
- IV. an organization which employs, or is about to employ, and employee, officer, or agent of STA

has a financial or other interest in the firm selected for the award.

25. TRADEMARKS & LOGOS

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

26. PUBLIC RECORDS ACT

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

27. AUDIT/RECORDS

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

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

28. COUNTERPARTS

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

29. ELECTRONIC SIGNATURES

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

30. MANDATORY FILING/POSTING OF INTERLOCAL AGREEMENT

In accordance with RCW 39.34.040, the City and STA shall either (1) jointly file a copy of this Agreement with the Spokane County Auditor, or (2) each individually list the Agreement (by subject) on their respective public websites and provide means for it to be electronically received from said websites.

[signatures on the following page]

31. 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 Valley

Spokane Transit Authority

By: John Hohman
Title: City Manager

By: E. Susan Meyer
Title: Chief Executive Officer

Date: _____

Date: _____

Attest:

Attest

By: Marci Patterson
Title: City Clerk

By: Dana Infalt
Title: Clerk of the Authority

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: Kelly Konkright
Title: City Attorney

By: Megan Clark
Title: Attorney for the Authority

Date: _____

Date: _____

EXHIBIT A

SAMPLE PROJECT AGREEMENT

SPOKANE TRANSIT AUTHORITY INFRASTRUCTURE IMPROVEMENTS
PROJECT ORDER

This Project Order Agreement (“Project Order”) is made and entered into this XXX day of XXX, 2024, by and between the **City of Spokane Valley** (“City”) and the **Spokane Transit Authority** (“STA”); each referred to individually as “Party” and collectively as “Parties”.

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

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

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

1. DEFINITIONS

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

Term	Definition
Budget	Total estimated expenses to complete the Work, will be attached to each Project Order and will be titled Exhibit B - Budget
Change Order	A written amendment to the Project Order authorizing a change in the Work, Budget or other information that modifies the original terms and conditions of the Project Order.
Managing Party	City of Spokane Valley or STA (dependent on each project order).
Project	The name of the Cooperative Project contemplated by this Project Order.
Schedule	The schedule for the Project Order, to be delivered by the Managing Party will be attached to each Project Order and be titled Exhibit C – Schedule
Funding Party	City of Spokane Valley or STA (dependent on each project order).
Work	All work necessary to complete the Cooperative Project identified in a Project Order will be attached to each Project Order and titled Exhibit A – Scope of Work.

EXHIBIT A

SAMPLE PROJECT AGREEMENT

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

2. SCOPE OF WORK

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

3. BUDGET

The Budget for the Project is estimated at \$XXX,XXX.XX (XXX). The Managing Party shall be responsible for ensuring concurrence with the Budget in completing the Project. Any variations in actual expenses that exceed the Budget shall be approved in writing via a Change Order to this Project Order. In no case shall this Project Budget cause total expenditures by the Parties for all Cooperative Projects to exceed the amount specified in Section 7 of the Master Agreement.

4. COMPENSATION

The Funding Party shall reimburse the Managing Party in the amount not to exceed \$XXXXX.XX (XXX) in accordance with Sections 8 and 9 of the Master Agreement.

5. SCHEDULE

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

6. PROJECT CONTACTS

City of Spokane Valley	Spokane Transit Authority
Contact Title City of Spokane Valley 10210 E Sprague Ave Spokane Valley, WA 99206 E: P: (509) XXX-XXXX	Contact Title Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: P: (509) XXX-XXXX

EXHIBIT A

SAMPLE PROJECT AGREEMENT

7. INCORPORATION OF MASTER AGREEMENT

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

8. INCORPORATION OF FTA TERMS & CONDITIONS

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

OR

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

9. CONFLICT OF TERMS

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

[signatures on the following page]

EXHIBIT A

SAMPLE PROJECT AGREEMENT

10. 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 Valley

Spokane Transit Authority

By: John Hohman
Title: City Manager

By: E. Susan Meyer
Title: Chief Executive Officer

Date: _____

Date: _____

Attest:

Attest:

By: Marci Patterson
Title: City Clerk

By: Dana Infalt
Title: Clerk of the Authority

Date: _____

Date: _____

SPOKANE TRANSIT AUTHORITY INFRASTRUCTURE IMPROVEMENTS
PROJECT ORDER 10938-0001

Sprague Avenue Accessible Crossing Improvements

This Project Order 10938-0001 (“Project Order”) is made and entered into by and between the **City of Spokane Valley** (“City”) and the **Spokane Transit Authority** (“STA”); each referred to individually as “Party” and collectively as “Parties”.

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

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

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

1. DEFINITIONS

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

Term	Definition
Budget	Total estimated expenses to complete the Work, attached hereto as Exhibit B - Budget
Change Order	A written amendment to the Project Order authorizing a change in the Work, Budget or other information that modifies the original terms and conditions of the Project Order.
Managing Party	City of Spokane Valley
Project	Sprague Avenue Accessible Crossing Improvements
Funding Party	Spokane Transit Authority
Work	All work necessary to complete the Cooperative Project identified in this Project Order, as defined in Exhibit A – Scope of Work, attached hereto and incorporated herein.

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

2. SCOPE OF WORK

The Managing Party agrees to provide services and staff, and otherwise do all things necessary for or incidental to the performance of Work to complete the Project. Generally, the Work consists of design and civil construction of a crosswalk across Sprague Avenue between Balfour and Dartmouth Roads and installation of a new pedestrian hybrid beacon as further detailed and depicted in Exhibit A – Scope of Work-

3. BUDGET

The Budget for the Project is identified as \$163,385.00 (one hundred, sixty-three thousand and three hundred eighty-five dollars-). The Managing Party shall be responsible for ensuring concurrence with the Budget in completing the Project. Any variations in actual expenses that exceed the Budget shall be approved in writing via a Change Order to this Project Order. In no case shall this Project Budget cause total expenditures by the Parties for all Cooperative Projects to exceed the amount specified in Section 7 of the Master Agreement.

4. COMPENSATION

The Funding Party shall reimburse the Managing Party in the amount not to exceed \$163,385 (one hundred, sixty-three thousand and three hundred eighty-five dollars-) in accordance with Sections 8 and 9 of the Master Agreement.

5. SCHEDULE

The Project is scheduled to commence construction on XXXX and is scheduled to be complete on October 31, 2024. A schedule of key dates and milestones for the Project is attached hereto and incorporated herein as Exhibit C – Schedule.

6. PROJECT CONTACTS

City of Spokane Valley	Spokane Transit Authority
Kristen Armstrong Project Manager City of Spokane Valley 10210 E Sprague Ave Spokane Valley, WA 99206 E: karmstrong@spokanevalley.org P: (509) 7420-5070	Daniel Wells Deputy Director for Capital Development Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: dwells@spokanetransit.com P: (509) 343-1695

7. PROJECT CONSTRUCTION CONTACTS

City of Spokane Valley	Spokane Transit Authority
Kristen Armstrong Project Manager City of Spokane Valley 10210 E Sprague Ave Spokane Valley, WA 99206 E: karmstrong@spokanevalley.org P: (509) 7420-5070	Tara Limon Principal Planner Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: tlimon@spokanetransit.com P: (509) 343-1692

8. INCORPORATION OF MASTER AGREEMENT

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

9. INCORPORATION OF FTA TERMS & CONDITIONS

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

10. CONFLICT OF TERMS

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

[signatures on the following page]

11. SIGNATURES

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

City of Spokane Valley

Spokane Transit Authority

By: John Hohman
Title: City Manager

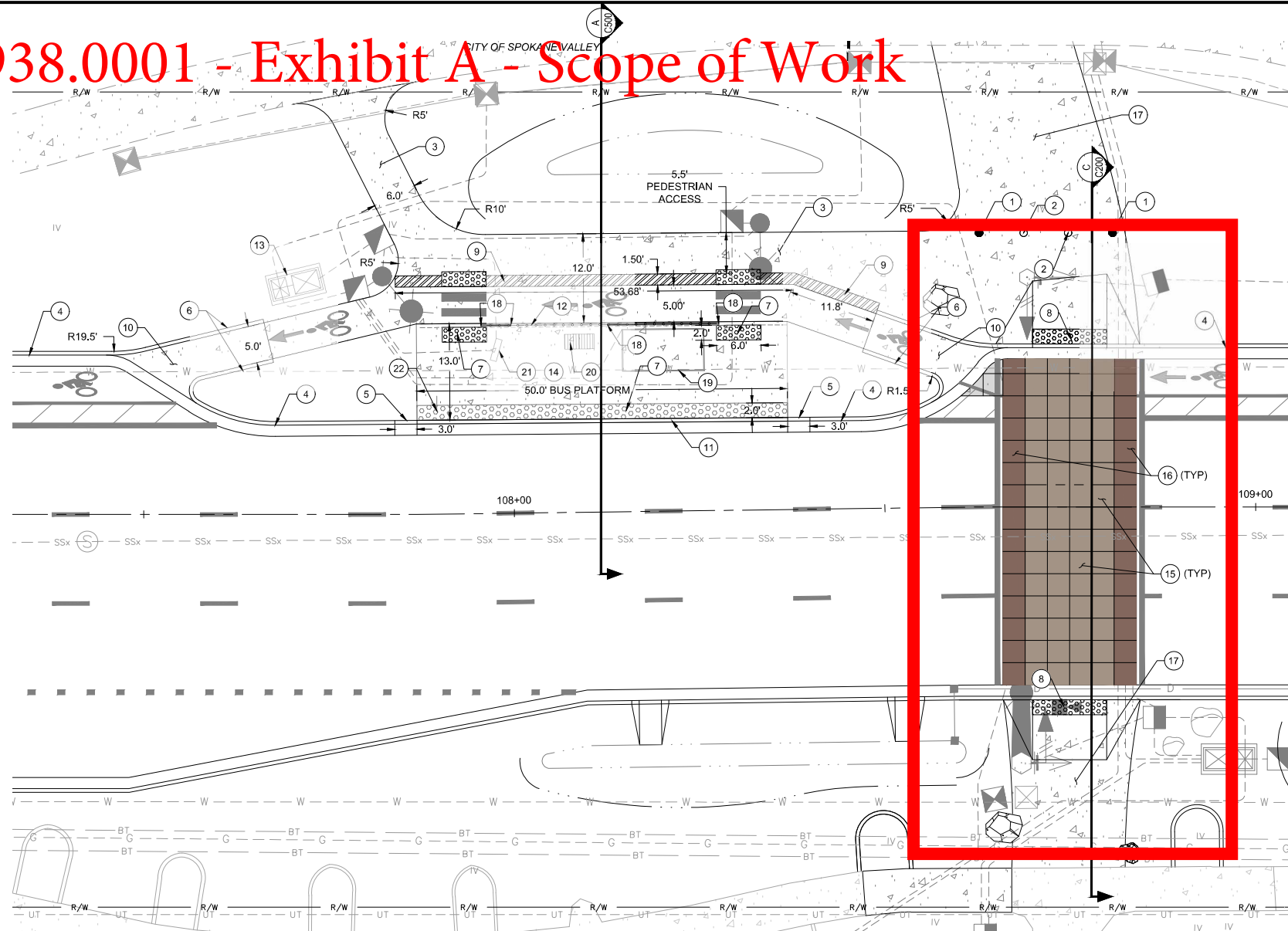
By: E. Susan Meyer
Title: Chief Executive Officer

Date: _____

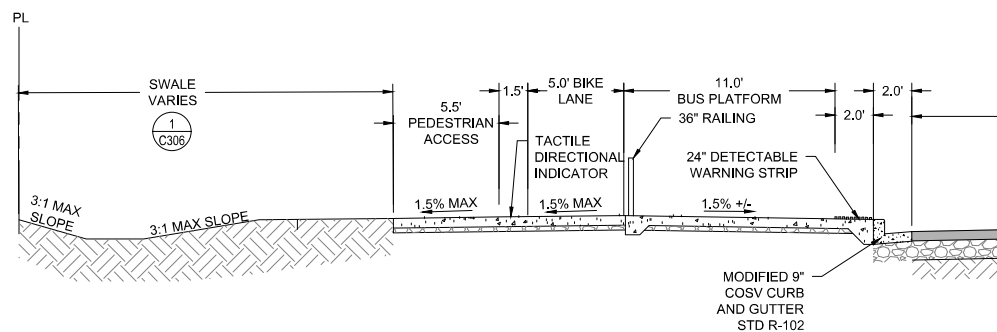
Date: _____

DRAFT

Project Order 10938.0001 - Exhibit A - Scope of Work



1 STA STOP BALFOUR PARK
SCALE: 1" = 10'



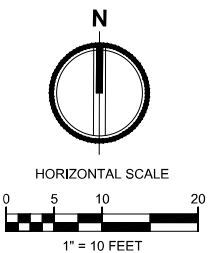
A STA BUS STOP CROSS SECTION
SCALE: 1" = 5'

KEYNOTES

- 1 3' TALL FIXED BOLLARD PER LANDSCAPE PLANS
- 2 3' TALL REMOVABLE BOLLARD PER LANDSCAPE PLANS
- 3 CEMENT CONCRETE SIDEWALK, COSV STD PLAN R-103
- 4 CEMENT CONCRETE TRAFFIC CURB AND GUTTER, COSV STD PLAN R-102, TYPE B
- 5 CURB AND GUTTER TRANSITION 6" VERTICAL TO 9" VERTICAL (C505)
- 6 CEMENT CONCRETE PEDESTRIAN CURB
- 7 INSTALL "YELLOW" DETECTABLE WARNING SURFACE PER WSDOT ST PLAN F-45.10-04 (C506)
- 8 INSTALL "WHITE" DETECTABLE WARNING SURFACE PER WSDOT STD PLAN F-45.10-04
- 9 INSTALL "YELLOW" TACTILE DIRECTIONAL INDICATOR (C506)
- 10 TRANSITION BIKE LANE DOWN TO MATCH STREET GRADE
- 11 MODIFIED 9" CEMENT CONCRETE TRAFFIC CURB AND GUTTER (C505)
- 12 36" METAL RAILING
- 13 FUTURE ELECTRIC SERVICE AND COMMUNICATIONS CABINETS BY SPOKANE TRANSIT AUTHORITY
- 14 CEMENT CONCRETE PLATFORM (C505)
- 15 CEMENT COLOR CONCRETE PAVEMENT, OMAHA TANW/ HEAVY BROOM FINISH (C505)
- 16 CEMENT COLOR CONCRETE PAVEMENT, KAILUA W/ HEAVY BROOM FINISH
- 17 CEMENT COLOR CONCRETE SIDEWALK, SEE LANDSCAPE PLAN L110 FOR DETAILS AND JOINTING INFORMATION.
- 18 MODIFIED TYPE 3 CONCRETE CURB (AMENITY FOOTING) (C506)
- 19 FUTURE BUS SHELTER BY SPOKANE TRANSIT AUTHORITY
- 20 FUTURE TRASH/RECYCLING BY SPOKANE TRANSIT AUTHORITY
- 21 FUTURE STATION MARKER BY SPOKANE TRANSIT AUTHORITY
- 22 BUS FLAG POST PER COSV STANDARD PLAN R-140 AND FUTURE SIGN BY SPOKANE TRANSIT AUTHORITY

CROSSWALK NOTES

1. SEE DETAIL 2, C202 FOR TYPICAL CONCRETE PAVEMENT SECTION
2. SEE LANDSCAPE PLANS FOR SIDEWALK JOINTING DETAILS
3. SEE SHEET C502 FOR CONCRETE PAVEMENT JOINTING PLAN



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PUBLIC WORKS DEPARTMENT
10210 EAST SPRAGUE AVENUE
SPOKANE VALLEY, WA. 99206
(509) 720-5000

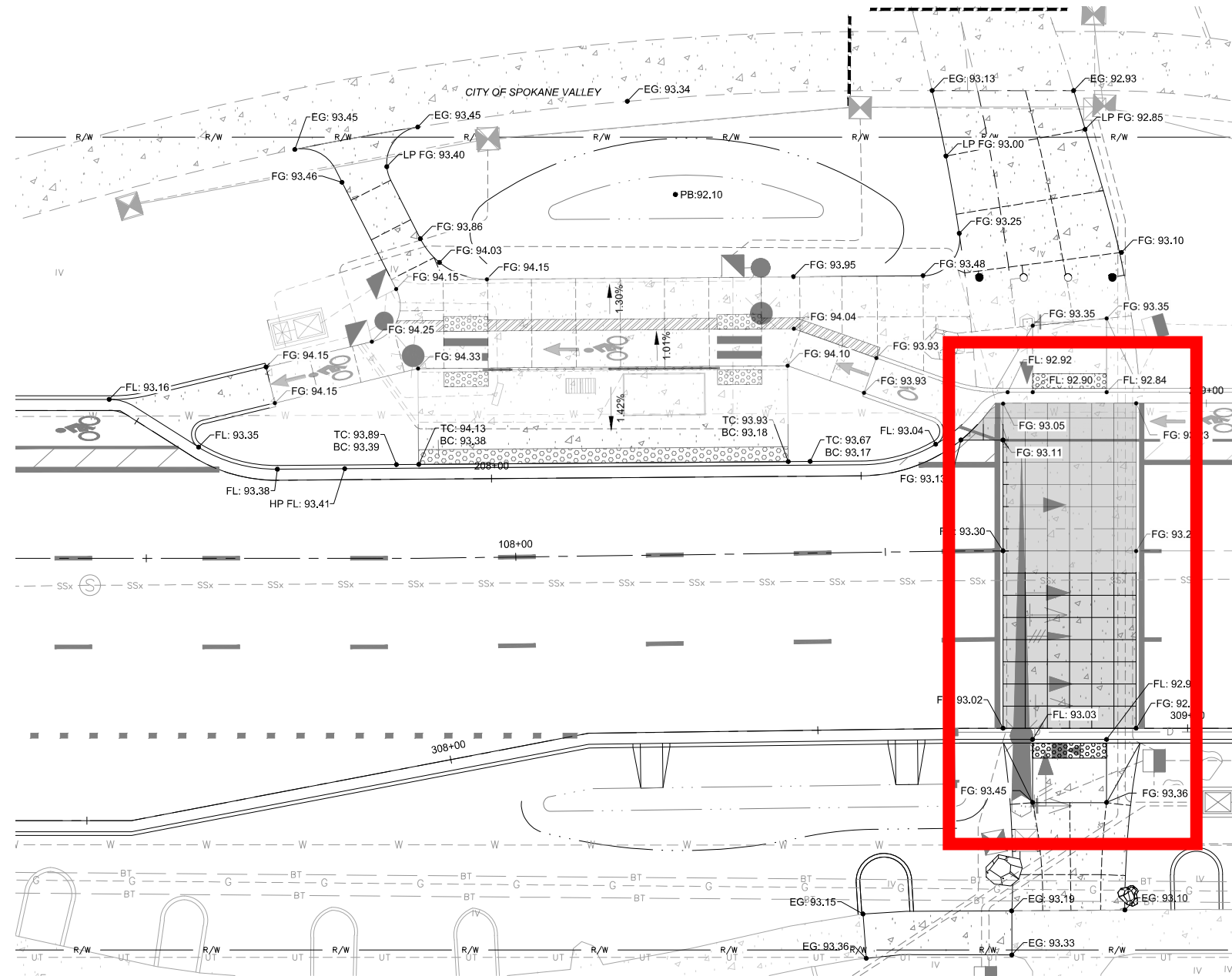
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APRIL 2024

0327 SPRAGUE AVE STORMWATER
STA AND PEDESTRIAN CROSSING
SITE PLAN

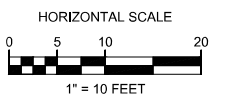
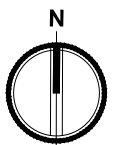
SHEET

C500



SPOT GRADE KEYNOTES

- EG EXISTING GROUND ELEVATION
- FG FINISH GROUND ELEVATION
- FL FLOWLINE ELEVATION
- HP HIGH POINT ELEVATION
- LP LOW POINT ELEVATION
- PB POND BOTTOM



LOCATION: Q:\2023\23034710_CIVCAD\U2H2230347-SH-BUS STOP.DWG, SAVED: 4/17/2024, 10:44 AM BY: SBROWER



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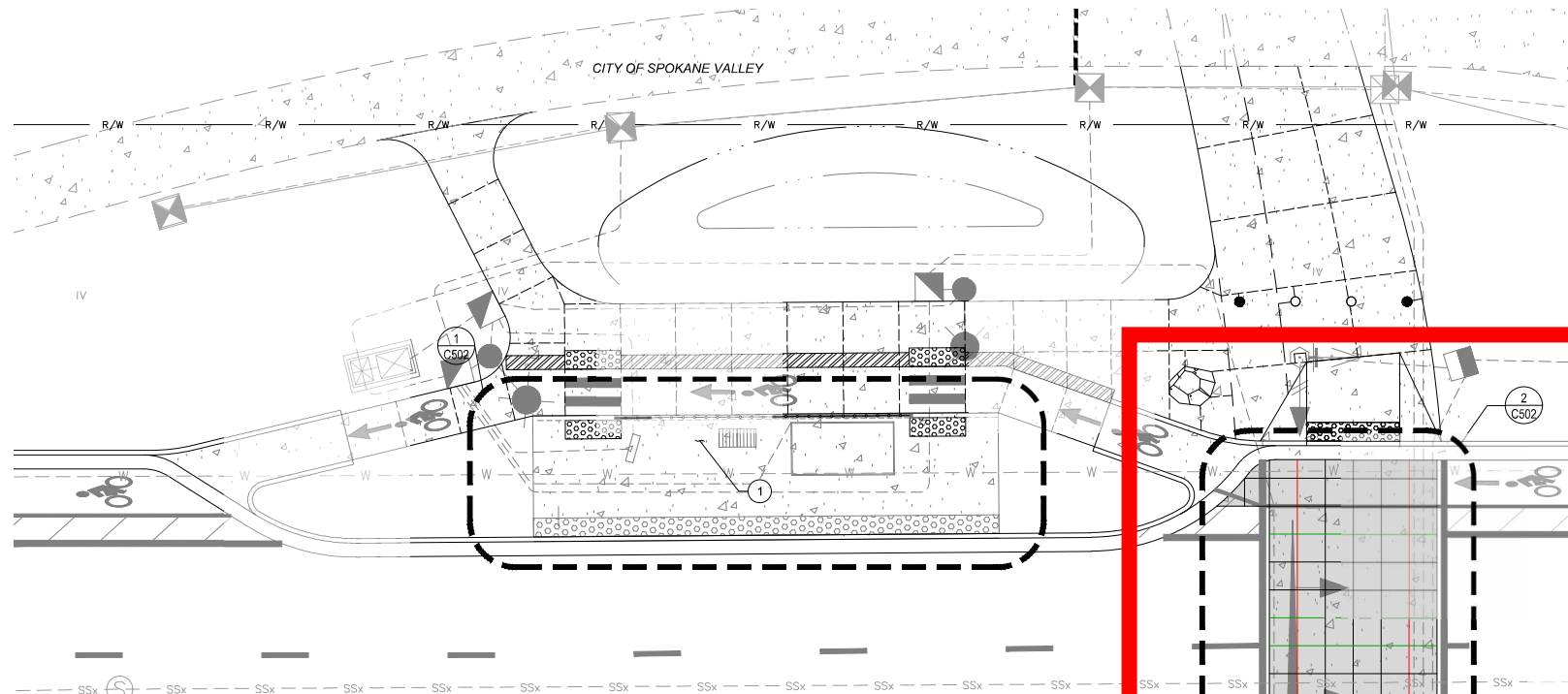
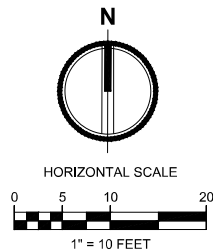
CITY OF SPOKANE VALLEY
PUBLIC WORKS DEPARTMENT
10210 EAST SPRAGUE AVENUE
SPOKANE VALLEY, WA. 99206
(509) 720-5000

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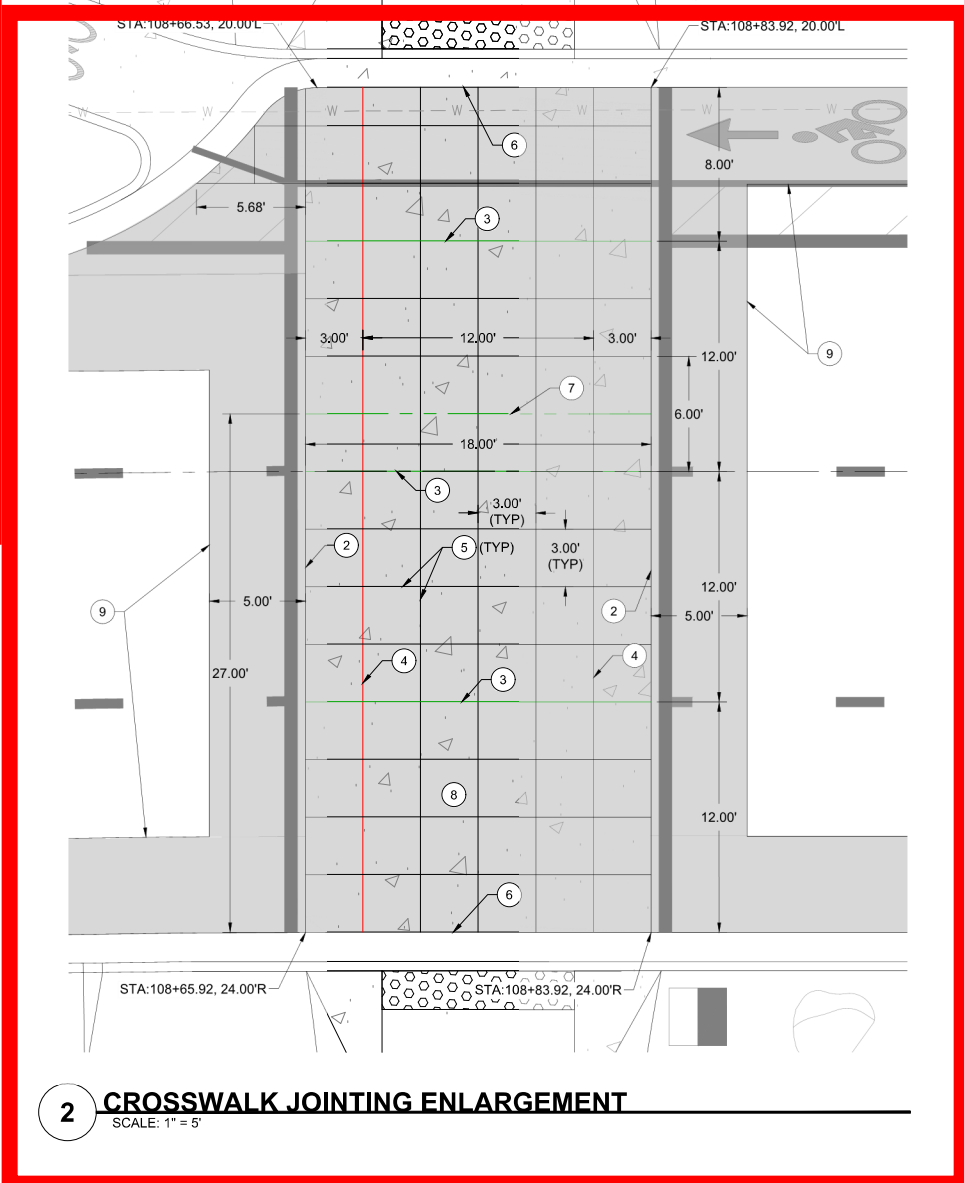
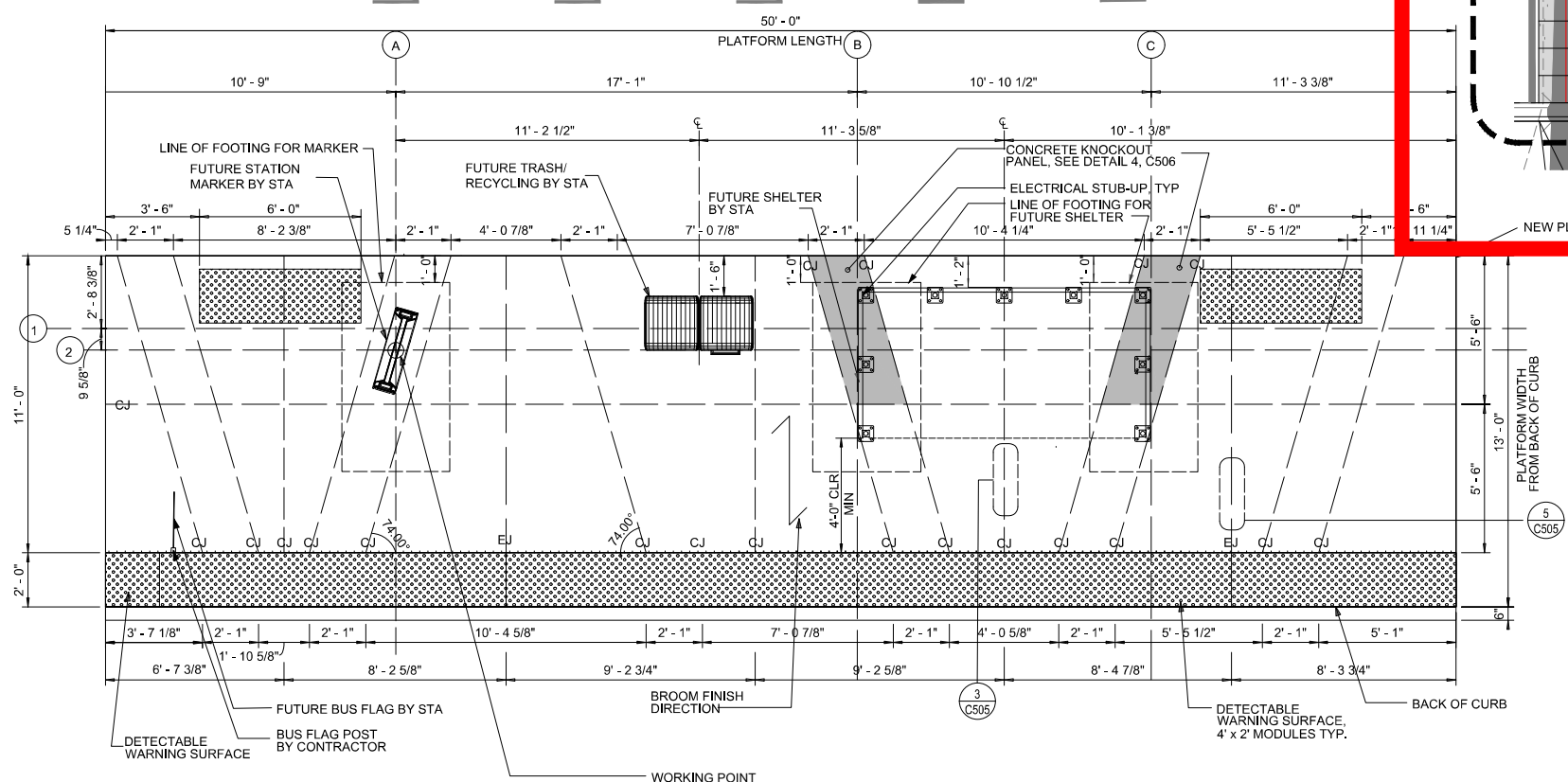
BID SET
APRIL 2024

**0327 SPRAGUE AVE STORMWATER
STA AND PEDESTRIAN CROSSING
GRADING PLAN**

**SHEET
C501**



- KEYNOTES**
- 1 SEE SHEET C504 FOR TYPICAL CONDUIT LOCATIONS
 - 2 HMA TRANSITION PER WSDOT STD PLAN A-40.10-04
 - 3 LONGITUDINAL CONTRACTION JOINT PER WSDOT STD PLAN A-40.10-04 SAWCUT 2" DEEP
 - 4 TRANSVERSE CONTRACTION JOINT PER WSDOT STD PLAN A-40.10-04 SAWCUT 2" DEEP
 - 5 CONTRACTION JOINT SAWCUT 1" DEEP
 - 6 1/2" EXPANSION JOINT AND PREFORMED JOINT FILLER
 - 7 COLD JOINT, LONGITUDINAL CONSTRUCTION JOINT PER WSDOT STD PLAN A-40.10-04, SAWCUT 2" DEEP
 - 8 COLORED CEMENT CONCRETE PAVEMENT TO HAVE HEAVY BROOM FINISH IN EAST/WEST DIRECTION PARALLEL WITH TRAFFIC. SEE SHEET C500 FOR COLORED PAVEMENT INFORMATION
 - 9 LIMITS OF 7" HMA PAVEMENT PATCH



1 STATION WITH SHELTER PLATFORM JOINTING
SCALE: 3/8" = 1.0'

2 CROSSWALK JOINTING ENLARGEMENT
SCALE: 1" = 5'



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PUBLIC WORKS DEPARTMENT
10210 EAST SPRAGUE AVENUE
SPOKANE VALLEY, WA. 99206
(509) 720-5000

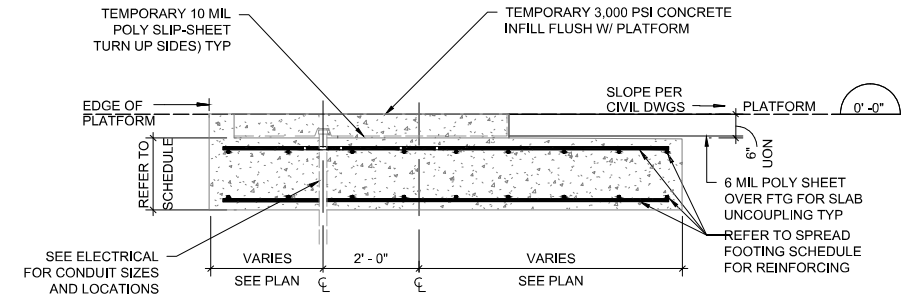
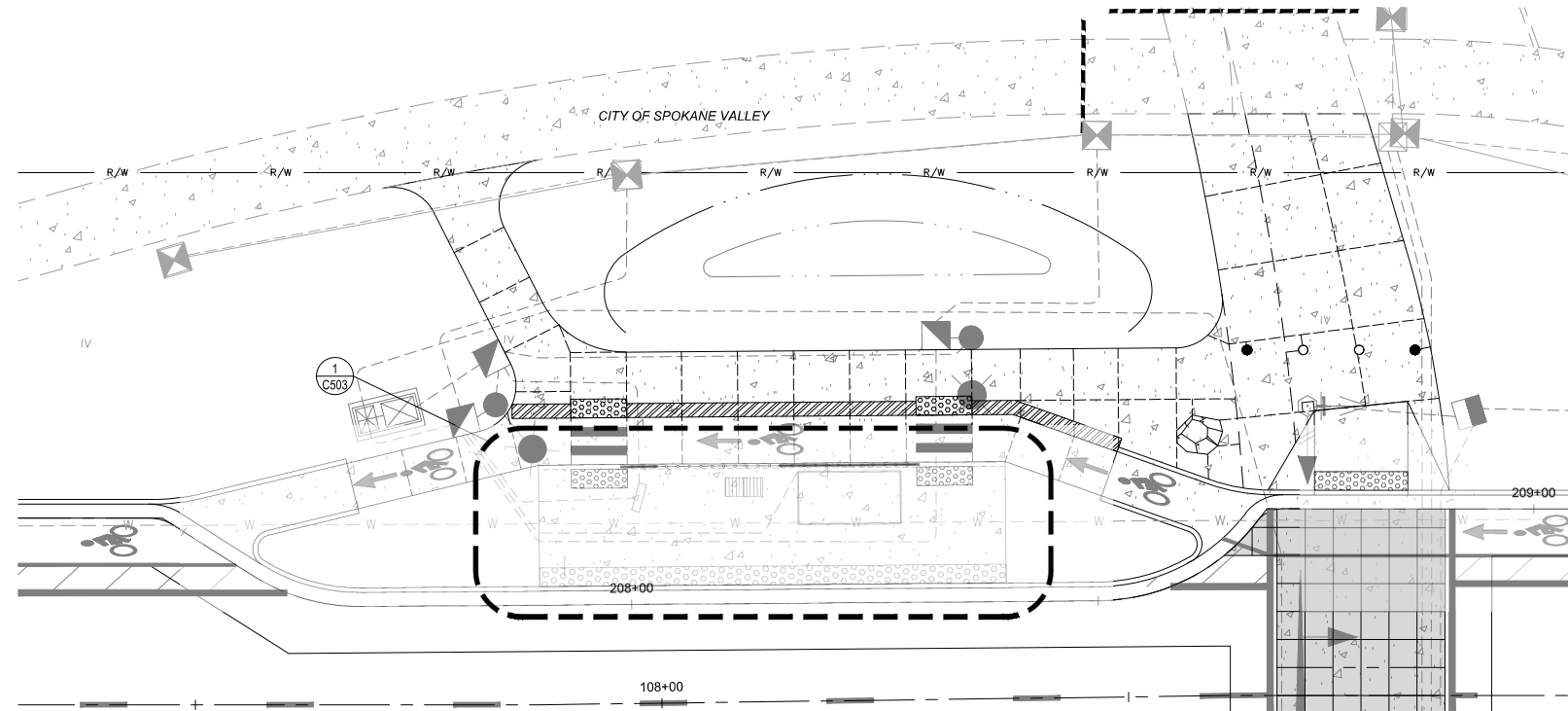
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**0327 SPRAGUE AVE STORMWATER
STA AND PEDESTRIAN CROSSING
JOINTING PLAN**

**SHEET
C502**

LOCATION: Q:\2023\230347\10_CIVCAD\U2H2230347-SH-BUS STOP.DWG, SAVED: 4/17/2024, 10:44 AM BY: SBROWER



SPREAD FOOTING SCHEDULE							
MARK	TOF EL	W	L	T	REINFORCEMENT		REMARKS
F4	-0'-6"	4'-0"	7'-0"	1'-6"	5-#6 T&B LW	8-#6 T&B SW	ALL SHELTER/MARKER POSTS

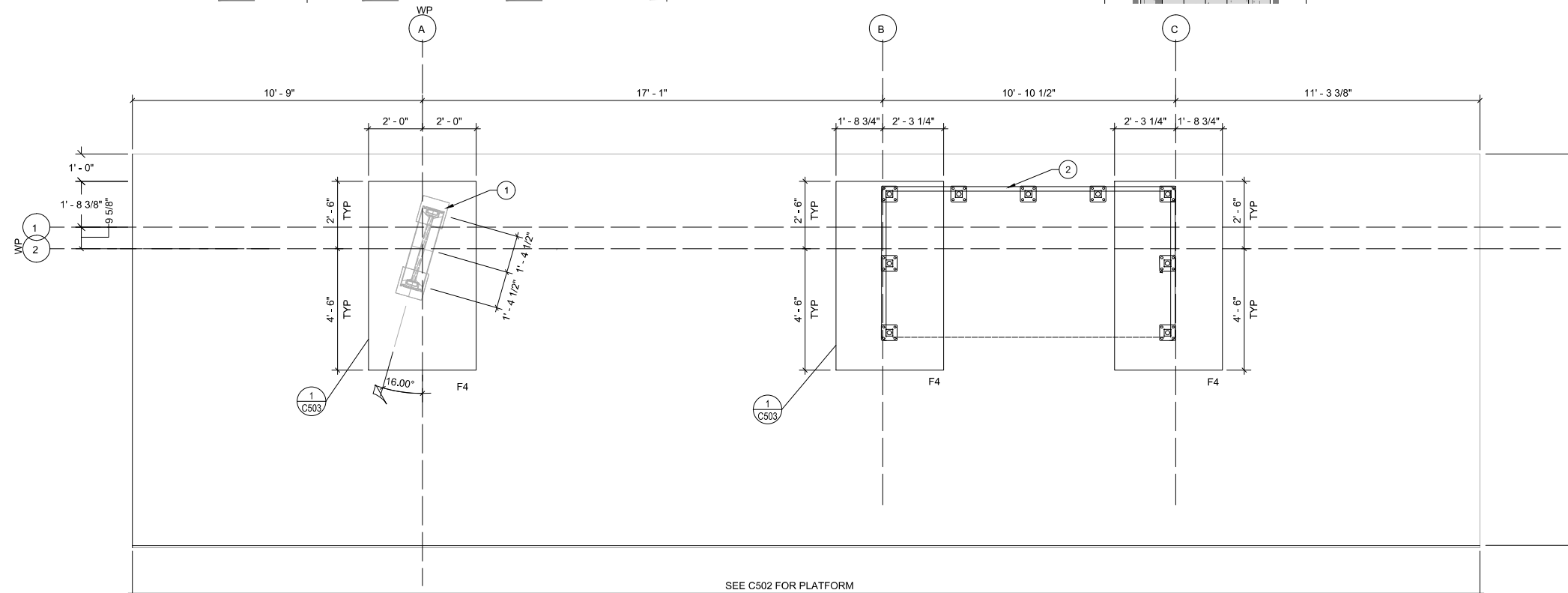
1 SHELTER / MARKER FOOTING SECTION
NOT TO SCALE

KEYNOTES

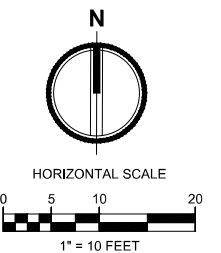
- 1 FUTURE STATION MARKER BY SPOKANE TRANSIT AUTHORITY
- 2 FUTURE SHELTER BY SPOKANE TRANSIT AUTHORITY

TYPICAL STRUCTURAL NOTES

1. CONTRACTOR SHALL VERIFY EXACT LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO ALL EXCAVATIONS.
2. CONTRACTOR SHALL COORDINATE ALL PIPING SLEEVES, BURIED OR EMBEDDED CONDUIT, GROUNDING REQUIREMENTS, ETC WITH ELECTRICAL PLANS LOCATED ON SHEET TS02.
3. ALL SPREAD FOOTINGS FOR MARKER AND SHELTER COLUMNS TO BE "F4". REFER TO SPREAD FOOTING SCHEDULE AND DETAIL HEREON.
4. TOP OF SPREAD FOOTING ELEVATION TO BE -0'-6" BELOW TOP OF PLATFORM. CONTRACTOR SHALL COORDINATE ALL SITE SPECIFIC TOP OF PLATFORM ELEVATIONS AND PLATFORM SLOPE REQUIREMENTS AS SHOWN ON SHEET C501.
5. SEE SHEET C504 FOR CONDUIT LOCATIONS AND INFORMATION.



1 STATION WITH SHELTER FOUNDATION PLAN
NOT TO SCALE



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SPOKANE VALLEY, WA. 99206
(509) 720-5000

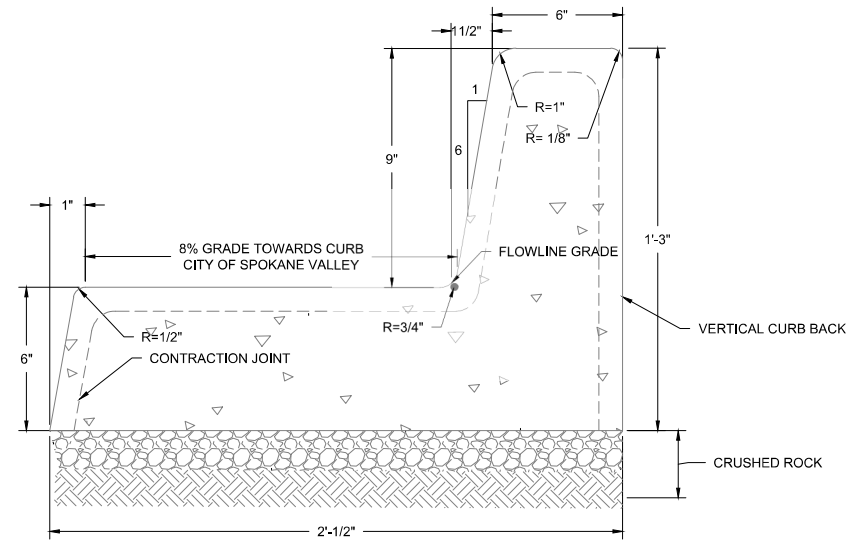
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APRIL 2024

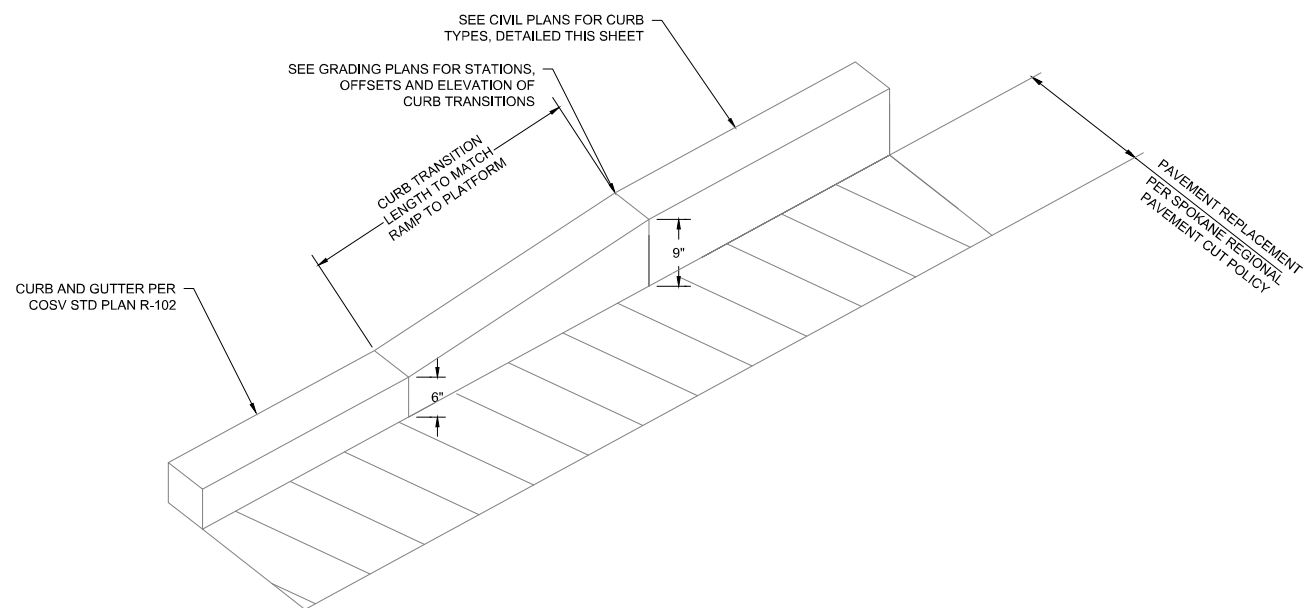
0327 SPRAGUE AVE STORMWATER
STA STRUCTURAL PLAN

SHEET

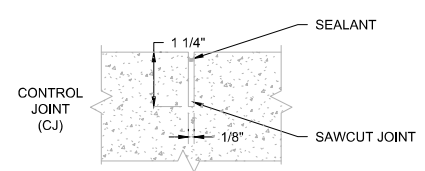
C503



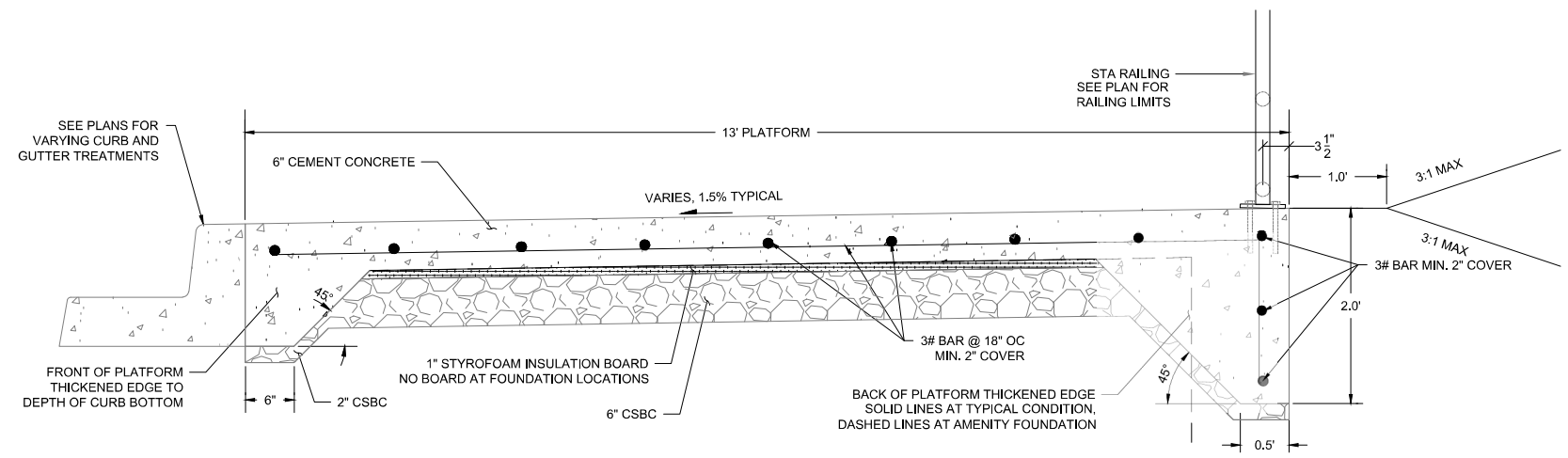
1 9 IN CEMENT CONCRETE CURB & GUTTER
NOT TO SCALE



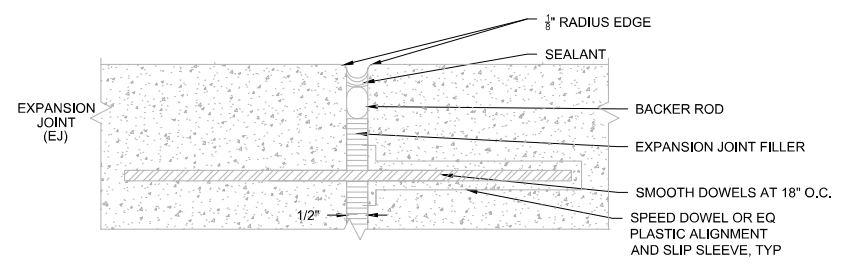
2 SLOPED CURB TRANSITION
NOT TO SCALE



3 CONTROL JOINTS AT PLATFORM
NOT TO SCALE



4 CEMENT CONCRETE PLATFORM
NOT TO SCALE



5 EXPANSION JOINTS AT PLATFORM
NOT TO SCALE

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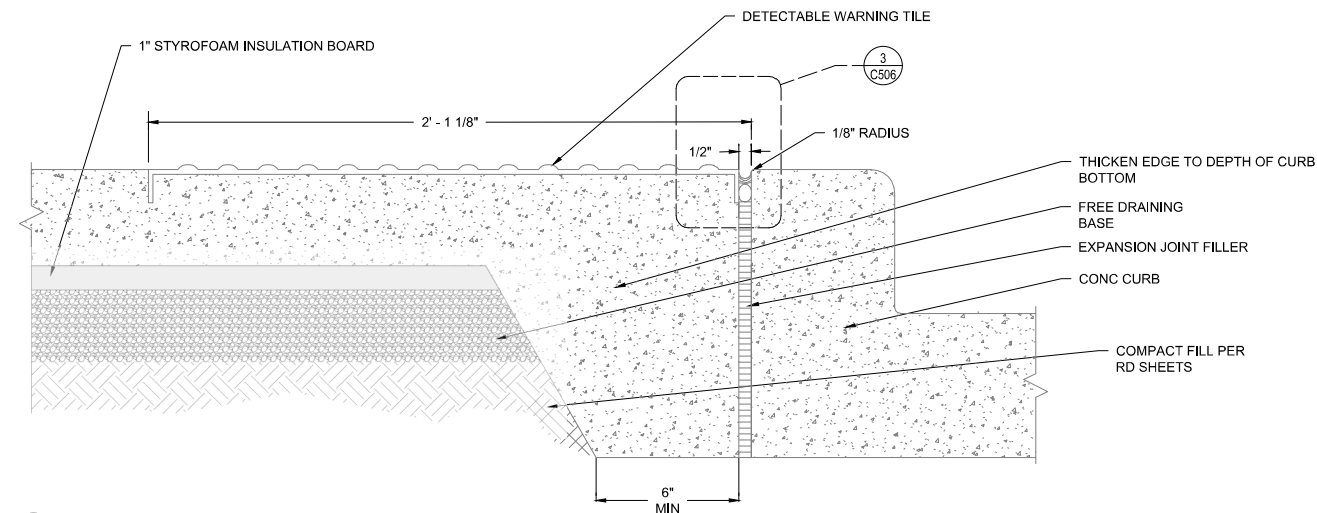
CITY OF SPOKANE VALLEY
PUBLIC WORKS DEPARTMENT
10210 EAST SPRAGUE AVENUE
SPOKANE VALLEY, WA. 99206
(509) 720-5000

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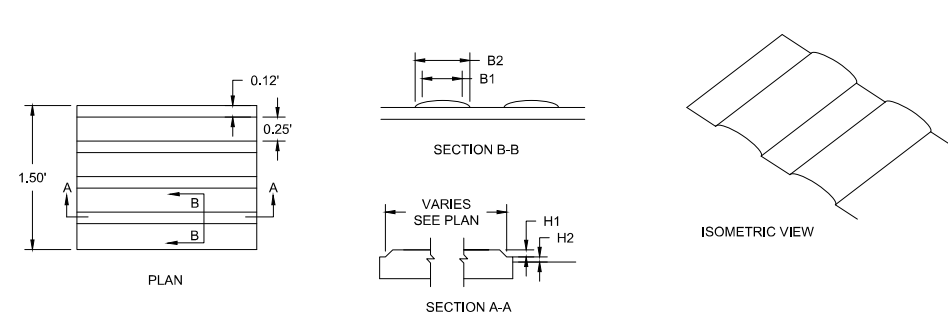
BID SET
APRIL 2024

0327 SPRAGUE AVE STORMWATER
STA BUS STOP DETAILS

SHEET
C505



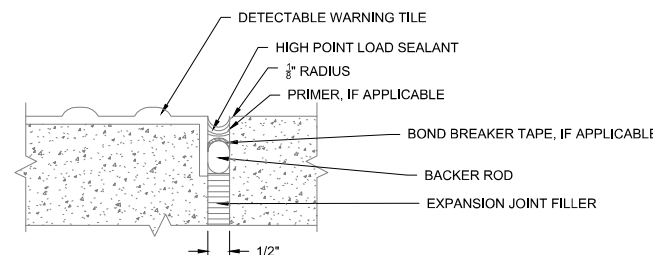
1 FRONT OF PLATFORM DETAIL
NOT TO SCALE



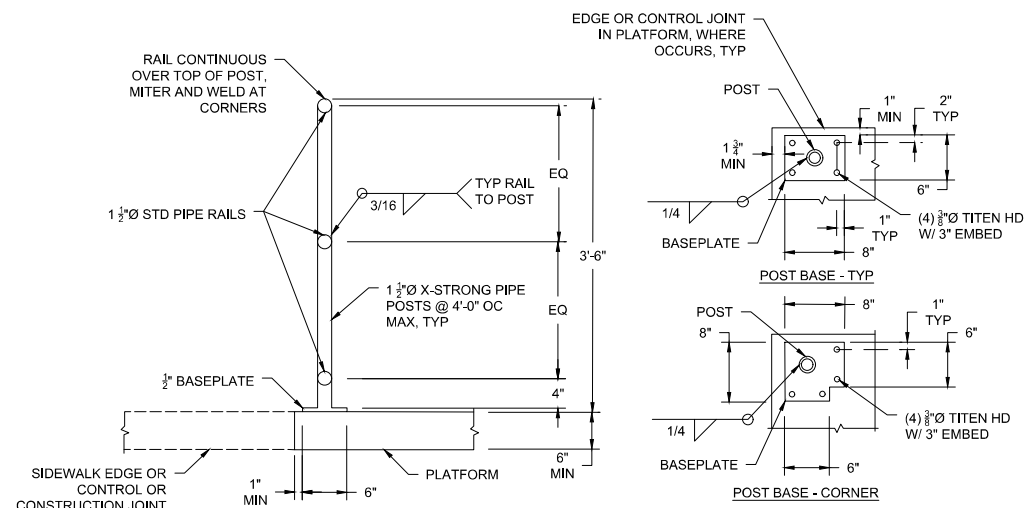
TACTILE DIRECTIONAL DIMENSIONS	
DIMENSION	RANGE (INCHES)
B1	0.90 - 1.20
B2	B1 + 0.20
H1	0.18 - 0.20
H2	0.05 MAX

- NOTES:
- LENGTHS ARE CONTINUOUS BASED ON PROJECT REQUIREMENTS
 - WIDTH TO BE 18 INCHES
 - GUIDESTRIP IS A NON-SKID PRODUCT

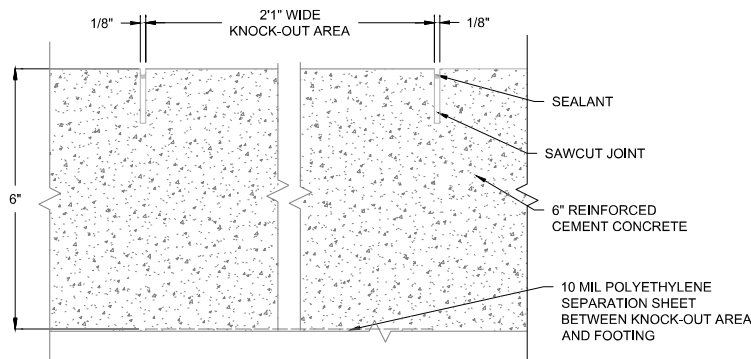
2 TACTILE DIRECTIONAL INDICATOR
NOT TO SCALE



3 TACTILE WARNING STRIP TRANSITION AT CURB
NOT TO SCALE



4 STANDARD HANDRAIL - PLATFORM INSTALLATION
NOT TO SCALE

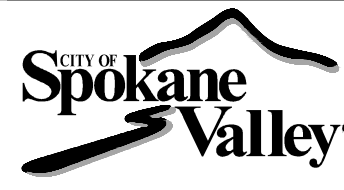


5 KNOCK-OUT PANELS AT STATION WITH SHELTER
NOT TO SCALE

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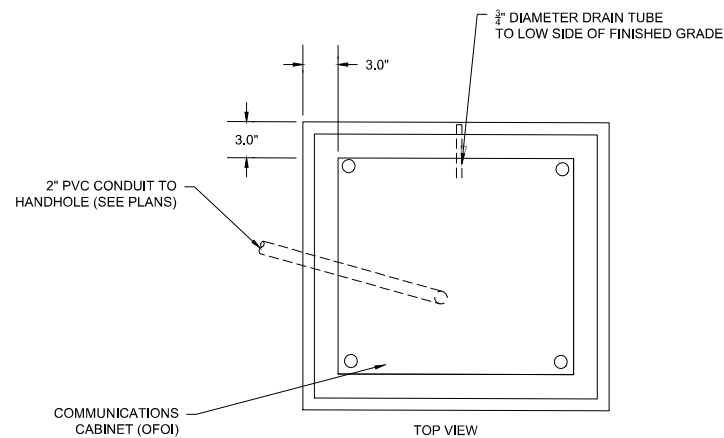
CITY OF SPOKANE VALLEY
PUBLIC WORKS DEPARTMENT
10210 EAST SPRAGUE AVENUE
SPOKANE VALLEY, WA. 99206
(509) 720-5000

DRAWN BY _____ SBP
DESIGNED BY _____ SBP

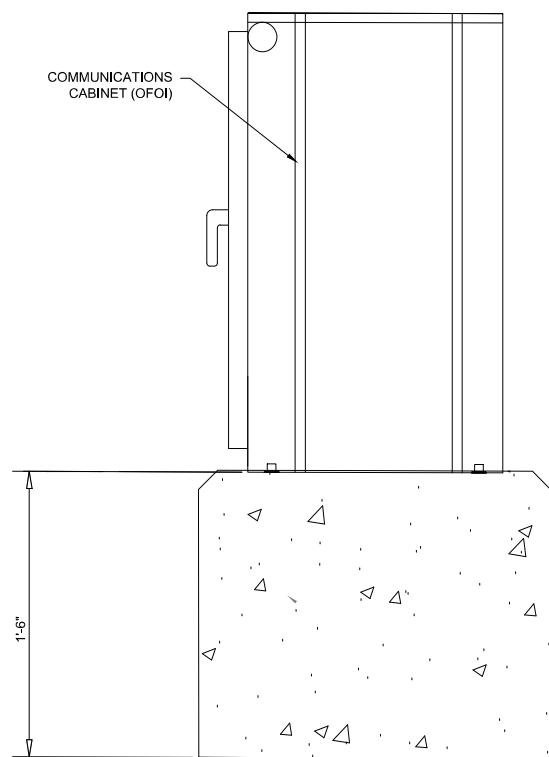
BID SET
APRIL 2024

0327 SPRAGUE AVE STORMWATER
STA BUS STOP DETAILS

SHEET
C506

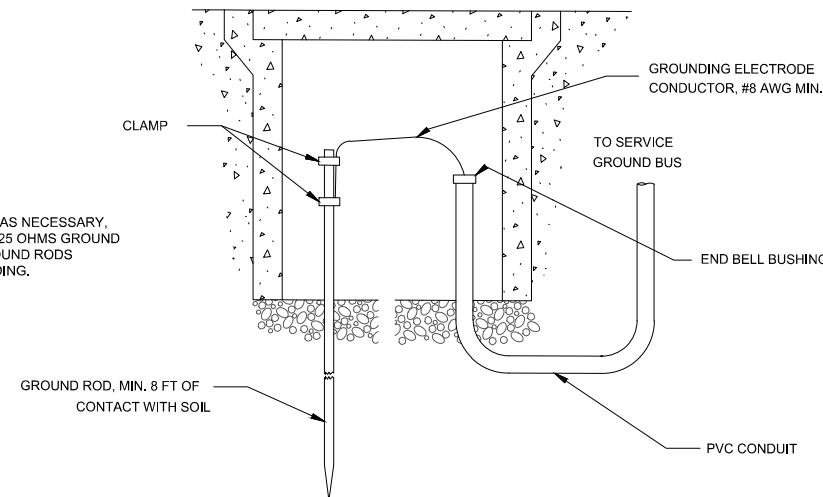


1 COMMUNICATIONS CABINET FOUNDATION
NOT TO SCALE

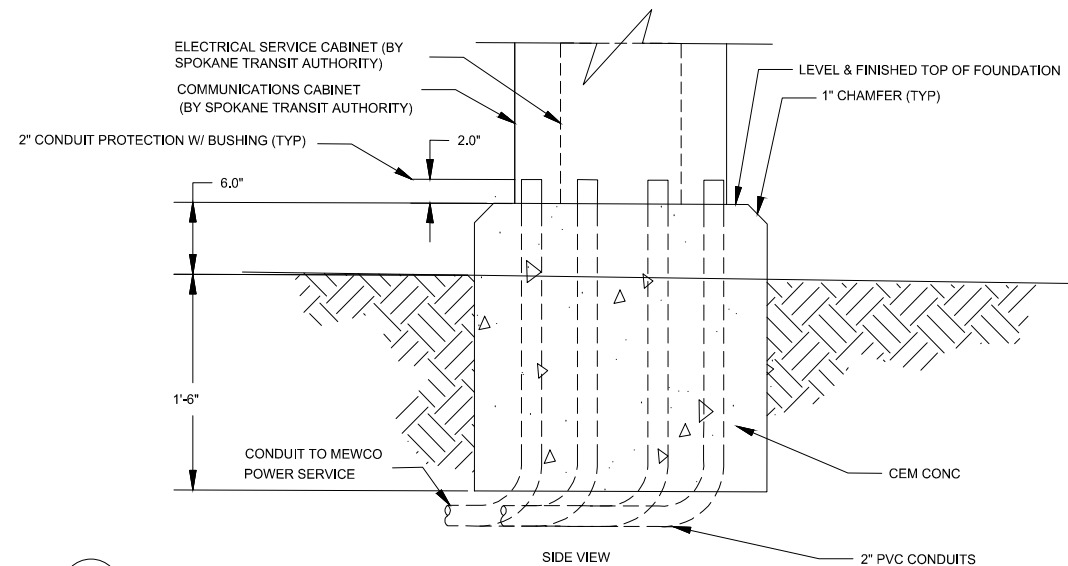
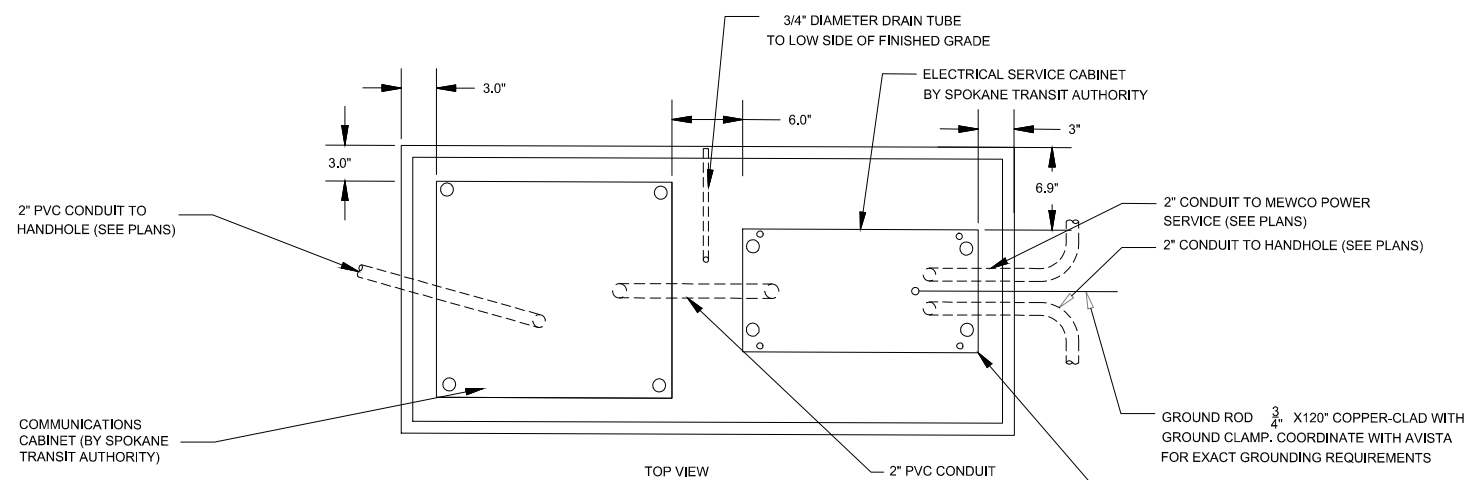


2 STA STATION COMMUNICATIONS CABINET-SIDE VIEW
NOT TO SCALE

NOTE:
PROVIDE ADDITIONAL GROUND RODS AS NECESSARY, SPACED MIN 6 FT APART TO ACHIEVE 25 OHMS GROUND RESISTANCE OR LESS. BOND ALL GROUND RODS TOGETHER USING EXOTHERMIC WELDING.



3 ELECTRICAL - SERVICE GROUND DETAIL
NOT TO SCALE



4 CABINET FOUNDATION
NOT TO SCALE



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SPOKANE VALLEY, WA. 99206
(509) 720-5000

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DESIGNED BY SBP

BID SET
APRIL 2024

0327 SPRAGUE AVE STORMWATER
STA BUS STOP DETAILS

SHEET

C507

LOCATION: Q:\2023\23034710_CIVCAD\U2H2230347-SH-BUS STOP.DWG, SAVED: 4/1/2024 10:44 AM BY: SBROWER

Project Order # 10938-0001 – Exhibit B Budget

“Sprague Avenue Accessible Crossing Improvements”

This project is funded by STA CIP # 894 – Cooperative Projects.

The Funding Party shall reimburse the Managing Party in an amount not to exceed \$163,385.00.



Capital Budget and Plan 2024 - Detail

As approved by Res. No. 810-23 (20249-2029 TDP)

Facilities - Passenger & Operational: Route & Stop Facility Improvements: Cooperative Projects 2022-2027 (KO/DW) OPF-2022-894

Project Status	Location:	ID	OPF-2022-894
Work in Progress	Boone	ES	KO
		PM	DW

Project Budget:	\$3,000,000.00	Expenditure PTD:	\$5,890.00
-----------------	----------------	------------------	------------

	2024	2025	2026	2027	2028	2029	2024 - 2029	Bud./Unfund.	Prev. Bud.
Local	\$994,110	\$500,000	\$500,000	\$500,000	\$0	\$0	\$2,494,110	Funded	\$0
State	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Federal	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Total	\$994,110	\$500,000	\$500,000	\$500,000	\$0	\$0	\$2,494,110		
Quantity	0	0	0	0	0	0	0		

Project Description: This project will provide a funding source for partnership projects with local jurisdictions over a 6-year period. By partnering on projects with local jurisdictions, STA can increase the scope of work or ability to complete projects by utilizing jurisdictional resources or by partnering on existing projects. This project will seek to make improvements to bus stops, roadways, sidewalks, intersections and signals and will require an individual agreement for each specific project. For each project, STA and the partnering jurisdiction will play the role of either the managing partner or the funding partner. For most partnerships, this project will provide STA the ability to negotiate and include transit elements within Jurisdictional projects that are programmed within their respective CIP and ultimately increase the SOW for the project.

Justification: This project creates opportunity for shared improvements to bus stops, roadways, signals, intersections, lighting, pedestrian crossings, etc. with the goal of improving the operational and customer experience. This project also creates a mechanism in which STA can partner to make safety improvements throughout the system.

Note: Miscellaneous
 Note: Executive

Project Order # 10938-0001 – Exhibit C Schedule

“Sprague Avenue Accessible Crossing Improvements”

The schedule for this project is as follows:

City of Spokane Valley to provide project schedule

DRAFT

**SPOKANE TRANSIT AUTHORITY INFRASTRUCTURE IMPROVEMENTS
PROJECT ORDER 10938-0002**

Sprague HPT Bus Stop (Balfour Park)

This Project Order 10938-0001 (“Project Order”) is made and entered into by and between the **City of Spokane Valley** (“City”) and the **Spokane Transit Authority** (“STA”); each referred to individually as “Party” and collectively as “Parties”.

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

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

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

1. DEFINITIONS

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

Term	Definition
Budget	Total estimated expenses to complete the Work, attached hereto as Exhibit B - Budget
Change Order	A written amendment to the Project Order authorizing a change in the Work, Budget or other information that modifies the original terms and conditions of the Project Order.
Managing Party	City of Spokane Valley
Project	Sprague HPT Bus Stop (Balfour Park)
Funding Party	Spokane Transit Authority
Work	All work necessary to complete the Cooperative Project identified in this Project Order, as defined in Exhibit A – Scope of Work, attached hereto and incorporated herein.

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

2. SCOPE OF WORK

The Managing Party agrees to provide services and staff, and otherwise do all things necessary for or incidental to the performance of Work to complete the Project. Generally, the Work consists of design and civil construction of a bus stop island including High Performance Transit infrastructure near the planned crosswalk across Sprague Avenue at Balfour Park as further detailed and depicted in Exhibit A – Scope of Work .

3. BUDGET

The Budget for the Project is identified as \$275,000 (two hundred, seventy-five thousand dollars only). The Managing Party shall be responsible for ensuring concurrence with the Budget in completing the Project. Any variations in actual expenses that exceed the Budget shall be approved in writing via a Change Order to this Project Order. In no case shall this Project Budget cause total expenditures by the Parties for all Cooperative Projects to exceed the amount specified in Section 7 of the Master Agreement.

4. COMPENSATION

The Funding Party shall reimburse the Managing Party for actual costs in the amount not to exceed \$275,000 (two hundred, seventy-five thousand dollars only) in accordance with Sections 8 and 9 of the Master Agreement.

5. SCHEDULE

The Project is scheduled to commence construction on XXXX and is scheduled to be complete on October 31, 2024. A schedule of key dates and milestones for the Project is attached hereto and incorporated herein as Exhibit C – Schedule.

6. PROJECT CONTACTS

City of Spokane Valley	Spokane Transit Authority
Kristen Armstrong Project Manager City of Spokane Valley 10210 E Sprague Ave Spokane Valley, WA 99206 E: karmstrong@spokanevalley.org P: (509) 7420-5070	Daniel Wells Deputy Director for Capital Development Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: dwells@spokanetransit.com P: (509) 343-1695

7. PROJECT CONSTRUCTION CONTACTS

City of Spokane Valley	Spokane Transit Authority
Kristen Armstrong Project Manager City of Spokane Valley 10210 E Sprague Ave Spokane Valley, WA 99206 E: karmstrong@spokanevalley.org P: (509) 7420-5070	Ryan Brodwater Capital Projects Manager Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: rbrodwater@spokanetransit.com P: (509) 343-1693

8. INCORPORATION OF MASTER AGREEMENT

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

9. INCORPORATION OF FTA TERMS & CONDITIONS

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

10. CONFLICT OF TERMS

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

[signatures on the following page]

11. SIGNATURES

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

City of Spokane Valley

Spokane Transit Authority

By: John Hohman
Title: City Manager

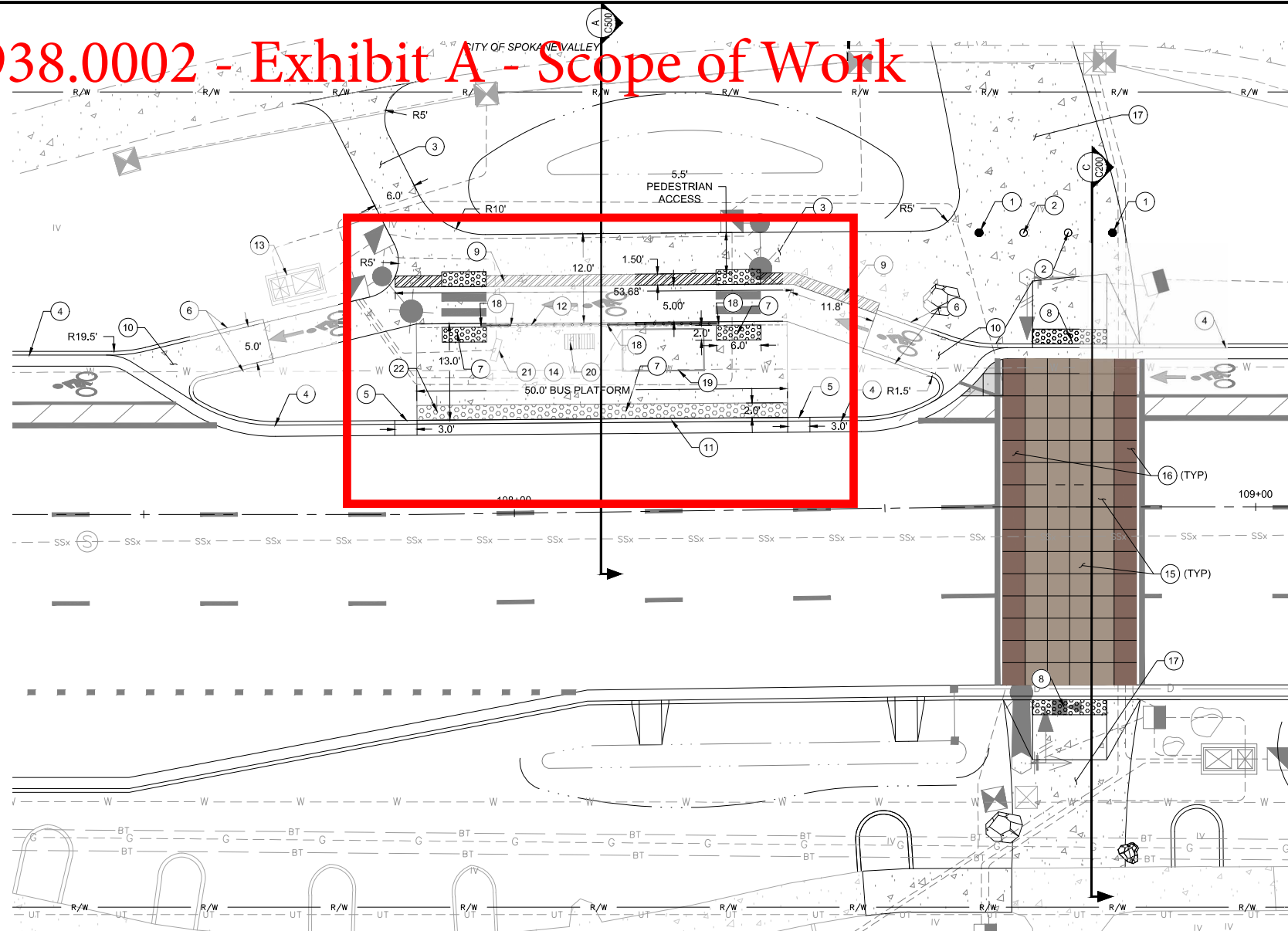
By: E. Susan Meyer
Title: Chief Executive Officer

Date: _____

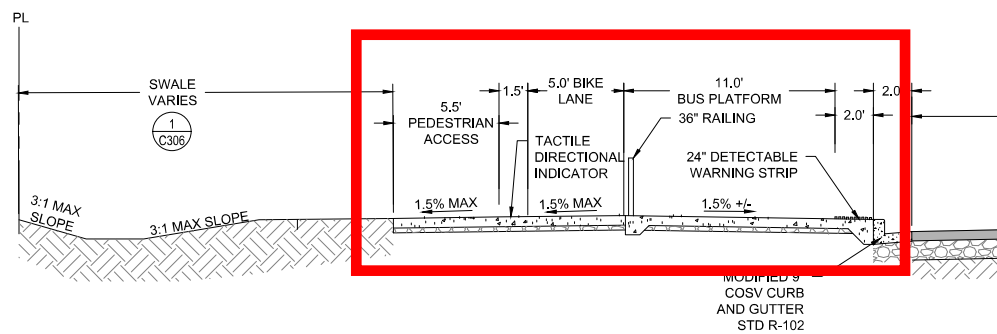
Date: _____

DRAFT

Project Order 10938.0002 - Exhibit A - Scope of Work



1 STA STOP BALFOUR PARK
SCALE: 1" = 10'



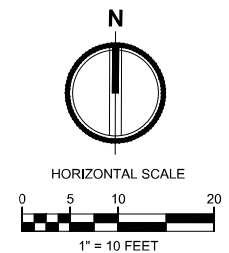
A STA BUS STOP CROSS SECTION
SCALE: 1" = 5'

KEYNOTES

- 1 3' TALL FIXED BOLLARD PER LANDSCAPE PLANS
- 2 3' TALL REMOVABLE BOLLARD PER LANDSCAPE PLANS
- 3 CEMENT CONCRETE SIDEWALK, COSV STD PLAN R-103
- 4 CEMENT CONCRETE TRAFFIC CURB AND GUTTER, COSV STD PLAN R-102, TYPE B
- 5 CURB AND GUTTER TRANSITION 6" VERTICAL TO 9" VERTICAL (2/C505)
- 6 CEMENT CONCRETE PEDESTRIAN CURB
- 7 INSTALL "YELLOW" DETECTABLE WARNING SURFACE PER WSDOT ST PLAN F-45.10-04
- 8 INSTALL "WHITE" DETECTABLE WARNING SURFACE PER WSDOT ST PLAN F-45.10-04
- 9 INSTALL "YELLOW" TACTILE DIRECTIONAL INDICATOR (2/C506)
- 10 TRANSITION BIKE LANE DOWN TO MATCH STREET GRADE
- 11 MODIFIED 9" CEMENT CONCRETE TRAFFIC CURB AND GUTTER (1/C505)
- 12 36" METAL RAILING
- 13 FUTURE ELECTRIC SERVICE AND COMMUNICATIONS CABINETS BY SPOKANE TRANSIT AUTHORITY
- 14 CEMENT CONCRETE PLATFORM (4/C505)
- 15 CEMENT COLOR CONCRETE PAVEMENT, OMAHA TANW/ HEAVY BROOM FINISH
- 16 CEMENT COLOR CONCRETE PAVEMENT, KAILUA W/ HEAVY BROOM FINISH
- 17 CEMENT COLOR CONCRETE SIDEWALK, SEE LANDSCAPE PLAN L110 FOR DETAILS AND JOINTING INFORMATION.
- 18 MODIFIED TYPE 3 CONCRETE CURB (AMENITY FOOTING) (6/C506)
- 19 FUTURE BUS SHELTER BY SPOKANE TRANSIT AUTHORITY
- 20 FUTURE TRASH/RECYCLING BY SPOKANE TRANSIT AUTHORITY
- 21 FUTURE STATION MARKER BY SPOKANE TRANSIT AUTHORITY
- 22 BUS FLAG POST PER COSV STANDARD PLAN R-140 AND FUTURE SIGN BY SPOKANE TRANSIT AUTHORITY

CROSSWALK NOTES

1. SEE DETAIL 2, C202 FOR TYPICAL CONCRETE PAVEMENT SECTION
2. SEE LANDSCAPE PLANS FOR SIDEWALK JOINTING DETAILS
3. SEE SHEET C502 FOR CONCRETE PAVEMENT JOINTING PLAN

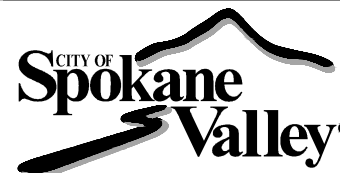


Know what's below.
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REVISIONS			
NO.	DATE	DESCRIPTION	BY



04/01/2024
BID SET



CITY OF SPOKANE VALLEY
PUBLIC WORKS DEPARTMENT
10210 EAST SPRAGUE AVENUE
SPOKANE VALLEY, WA. 99206
(509) 720-5000

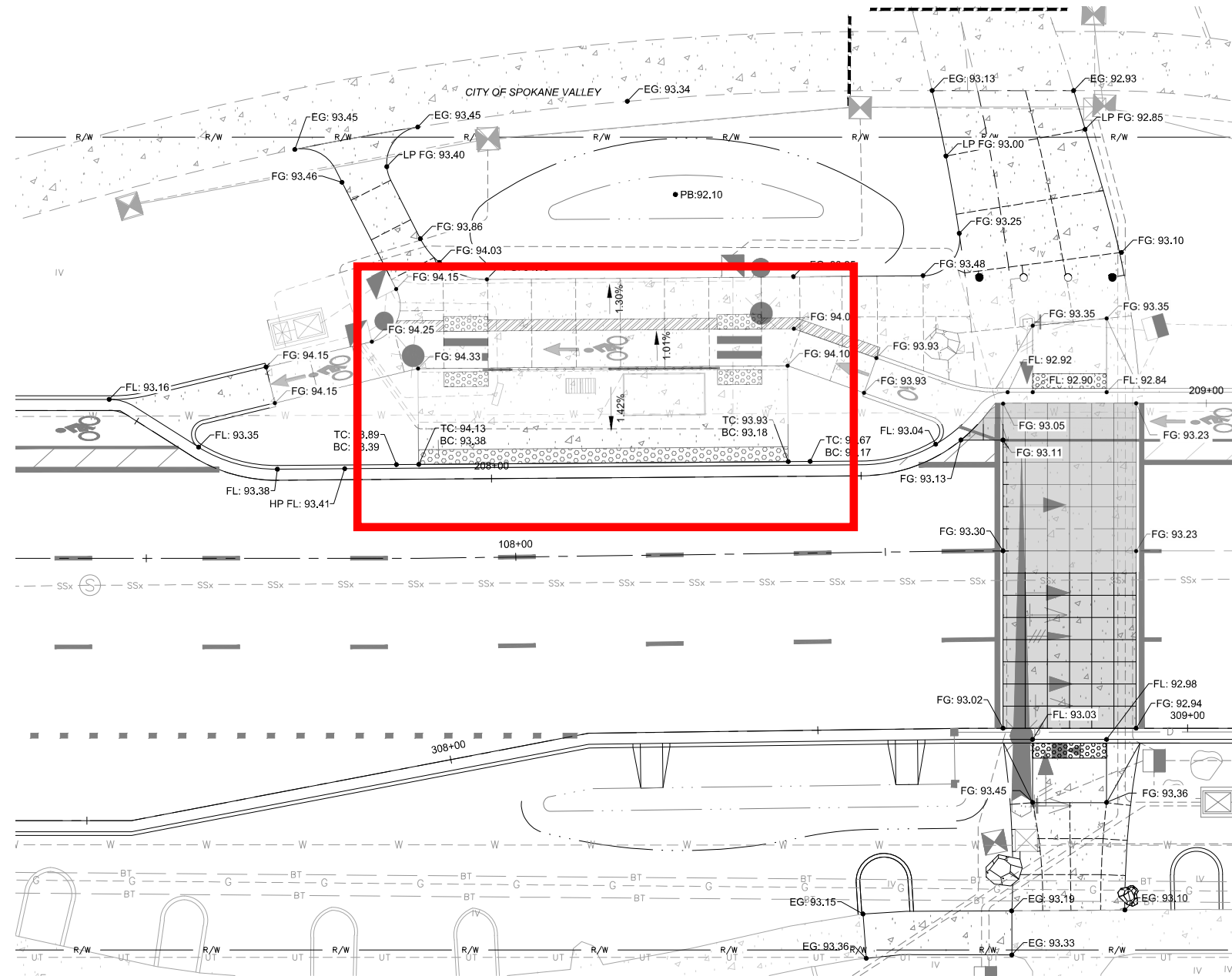
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DESIGNED BY SBP

BID SET
APRIL 2024

0327 SPRAGUE AVE STORMWATER
STA AND PEDESTRIAN CROSSING
SITE PLAN

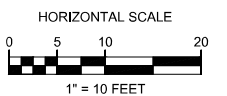
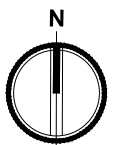
SHEET

C500



SPOT GRADE KEYNOTES

- EG EXISTING GROUND ELEVATION
- FG FINISH GROUND ELEVATION
- FL FLOWLINE ELEVATION
- HP HIGH POINT ELEVATION
- LP LOW POINT ELEVATION
- PB POND BOTTOM



LOCATION: Q:\2023\23034710_CIV\CAD\U2H2230347-SH-BUS STOP.DWG, SAVED: 4/17/2024, 10:44 AM BY: SBROWER



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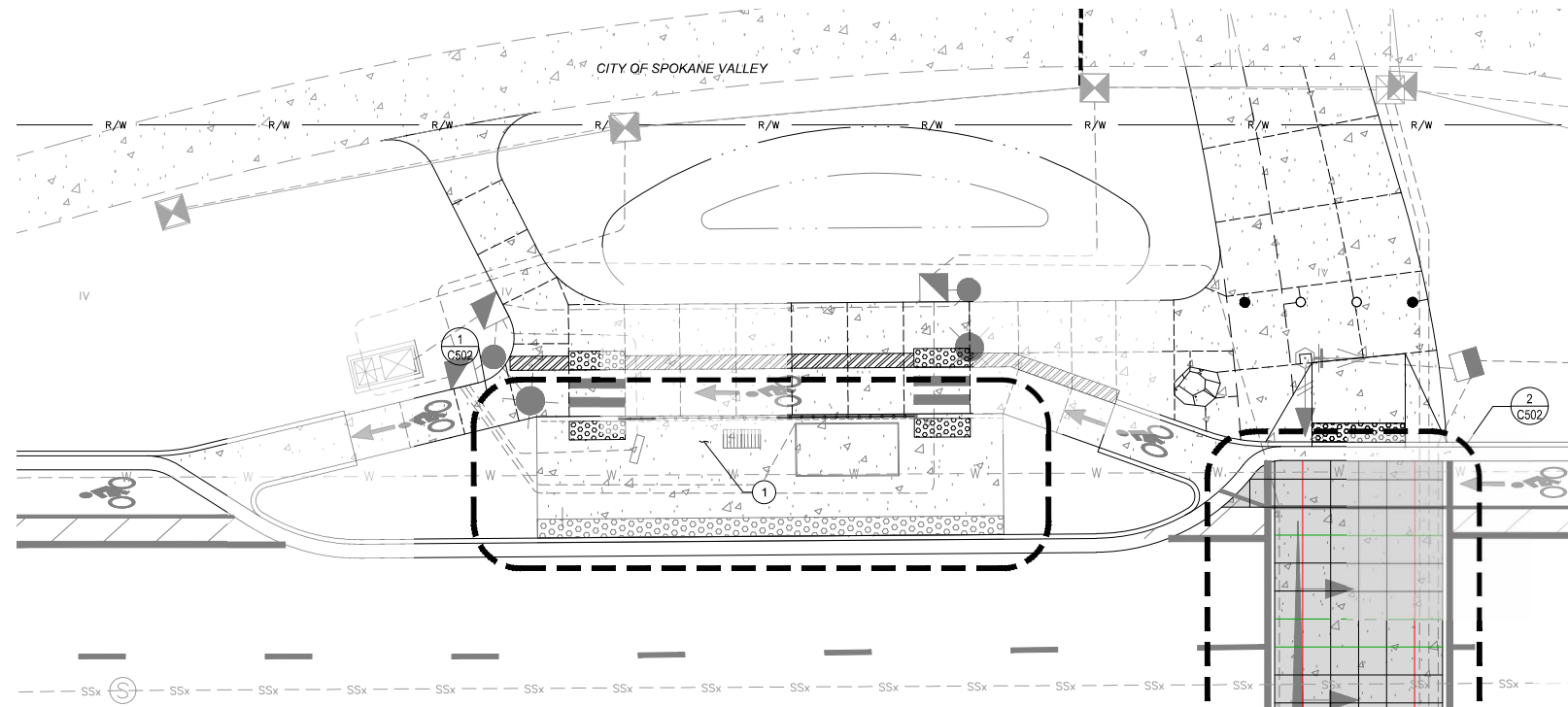
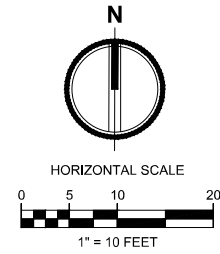
CITY OF SPOKANE VALLEY
PUBLIC WORKS DEPARTMENT
10210 EAST SPRAGUE AVENUE
SPOKANE VALLEY, WA. 99206
(509) 720-5000

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DESIGNED BY SBP

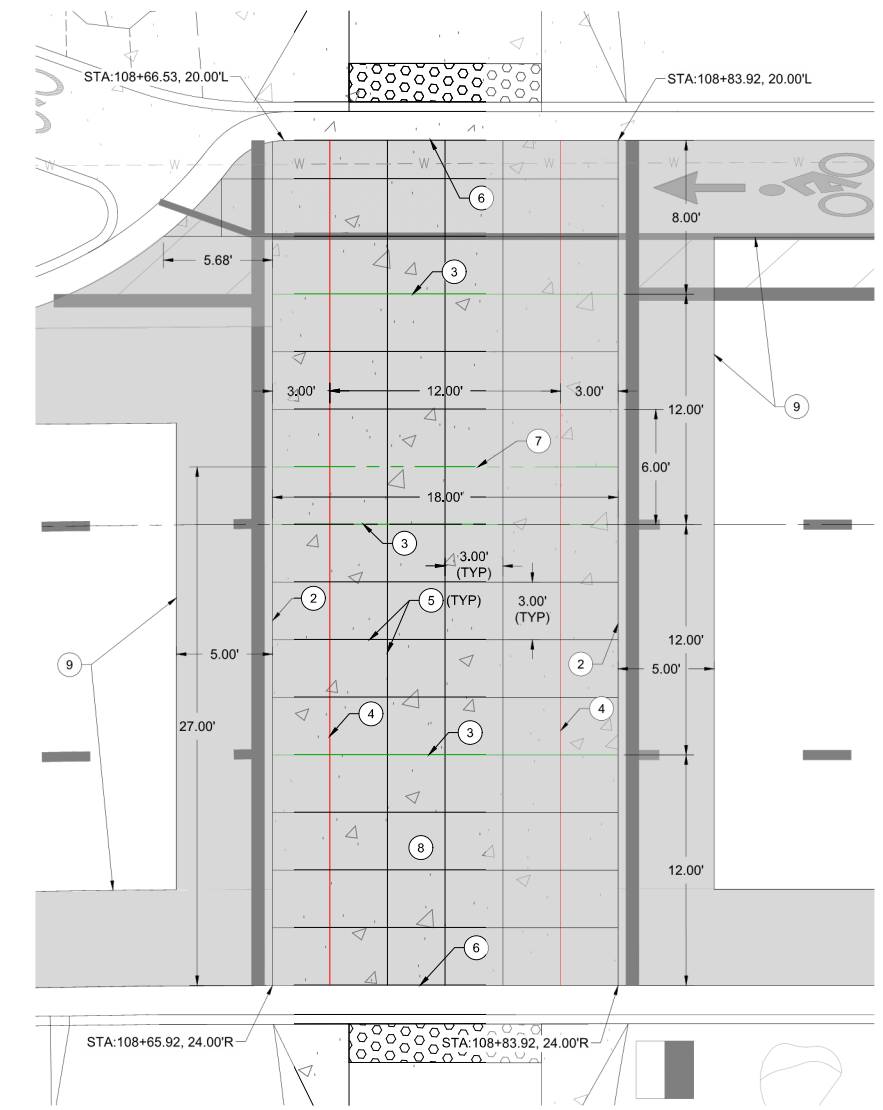
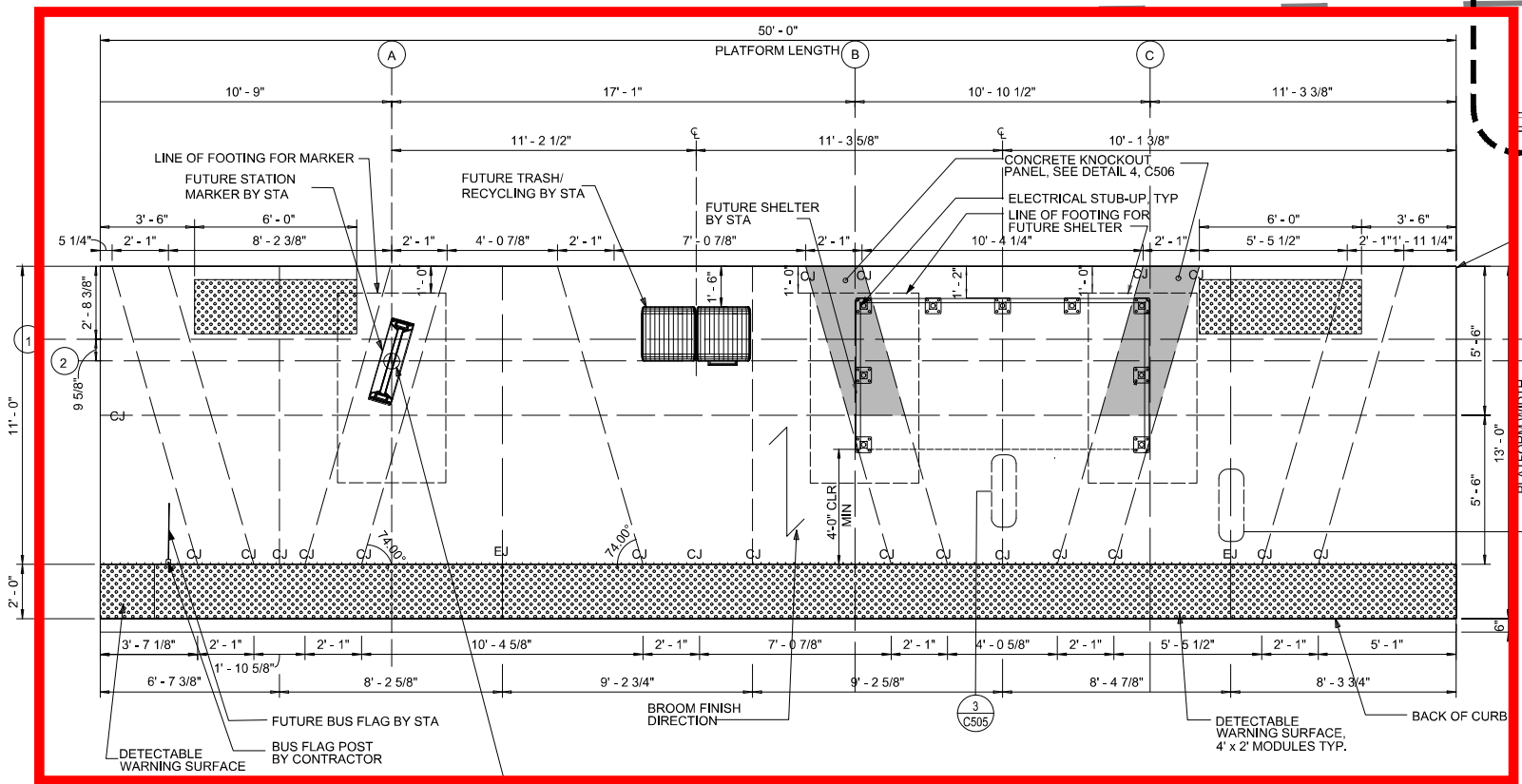
BID SET
APRIL 2024

**0327 SPRAGUE AVE STORMWATER
STA AND PEDESTRIAN CROSSING
GRADING PLAN**

**SHEET
C501**



- KEYNOTES**
- 1 SEE SHEET C504 FOR TYPICAL CONDUIT LOCATIONS
 - 2 HMA TRANSITION PER WSDOT STD PLAN A-40.10-04
 - 3 LONGITUDINAL CONTRACTION JOINT PER WSDOT STD PLAN A-40.10-04 SAWCUT 2" DEEP
 - 4 TRANSVERSE CONTRACTION JOINT PER WSDOT STD PLAN A-40.10-04 SAWCUT 2" DEEP
 - 5 CONTRACTION JOINT SAWCUT 1" DEEP
 - 6 1/2" EXPANSION JOINT AND PREFORMED JOINT FILLER
 - 7 COLD JOINT, LONGITUDINAL CONSTRUCTION JOINT PER WSDOT STD PLAN A-40.10-04, SAWCUT 2" DEEP
 - 8 COLORED CEMENT CONCRETE PAVEMENT TO HAVE HEAVY BROOM FINISH IN EAST/WEST DIRECTION PARALLEL WITH TRAFFIC. SEE SHEET C500 FOR COLORED PAVEMENT INFORMATION
 - 9 LIMITS OF 7" HMA PAVEMENT PATCH



1 STATION WITH SHELTER PLATFORM JOINTING
SCALE: 3/8" = 1.0'

2 CROSSWALK JOINTING ENLARGEMENT
SCALE: 1" = 5'



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PUBLIC WORKS DEPARTMENT
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SPOKANE VALLEY, WA. 99206
(509) 720-5000

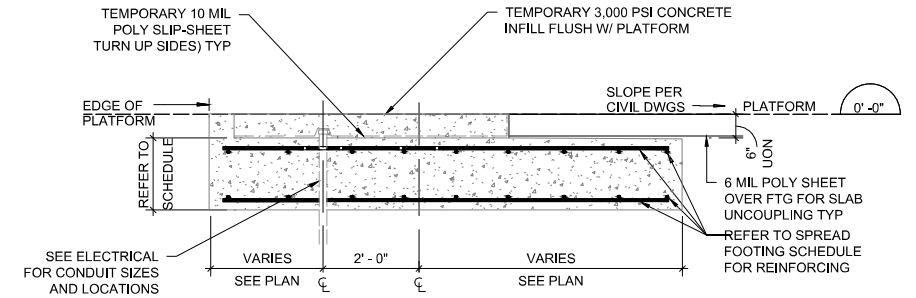
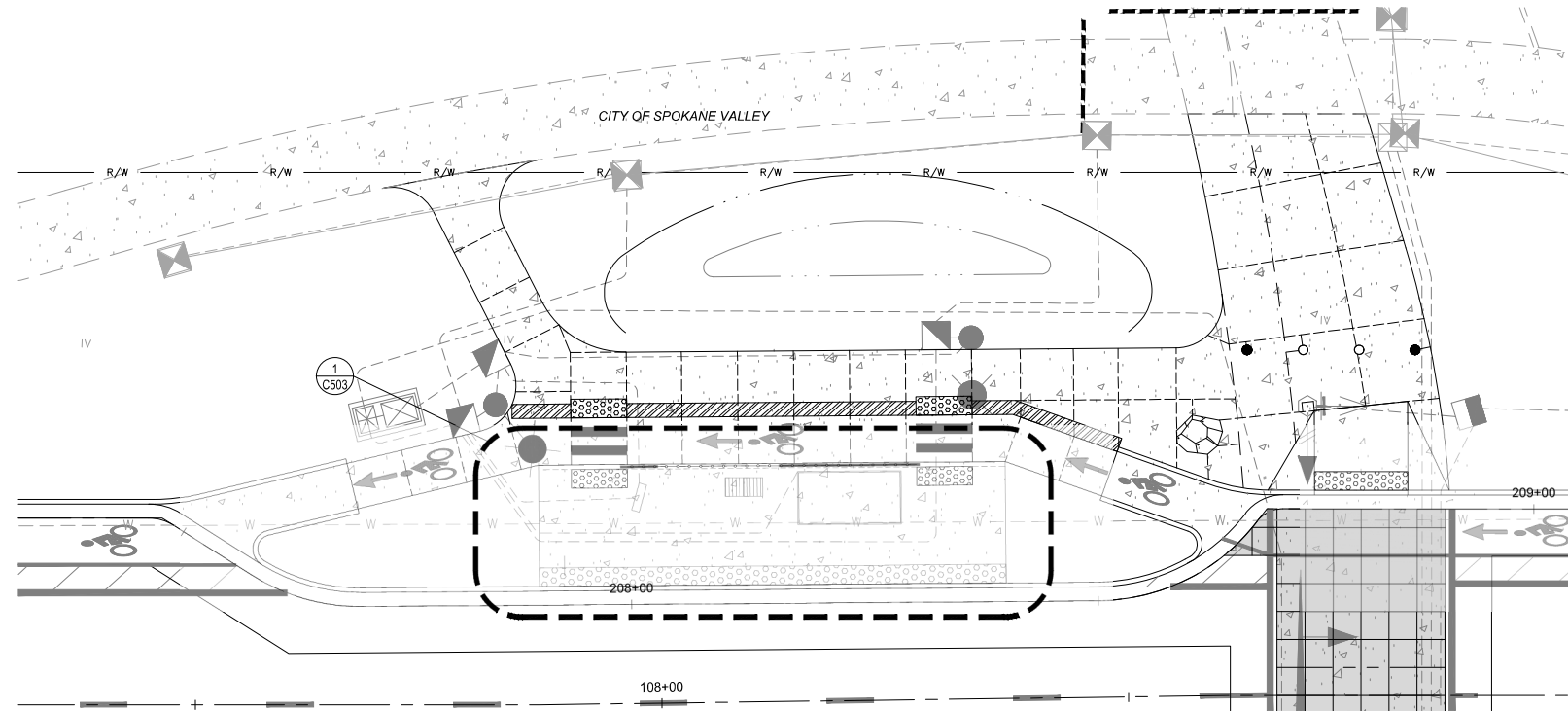
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APRIL 2024

**0327 SPRAGUE AVE STORMWATER
STA AND PEDESTRIAN CROSSING
JOINTING PLAN**

**SHEET
C502**

LOCATION: Q:\2023\230347\10_CIVCAD\UPH2320347-SH-BUS STOP.DWG, SAVED: 4/17/2024, 10:44 AM BY: SBROWER



SPREAD FOOTING SCHEDULE						
MARK	TOF EL	W	L	T	REINFORCEMENT	REMARKS
F4	-0'-6"	4'-0"	7'-0"	1'-6"	5-#6 T&B LW 8-#6 T&B SW	ALL SHELTER/MARKER POSTS

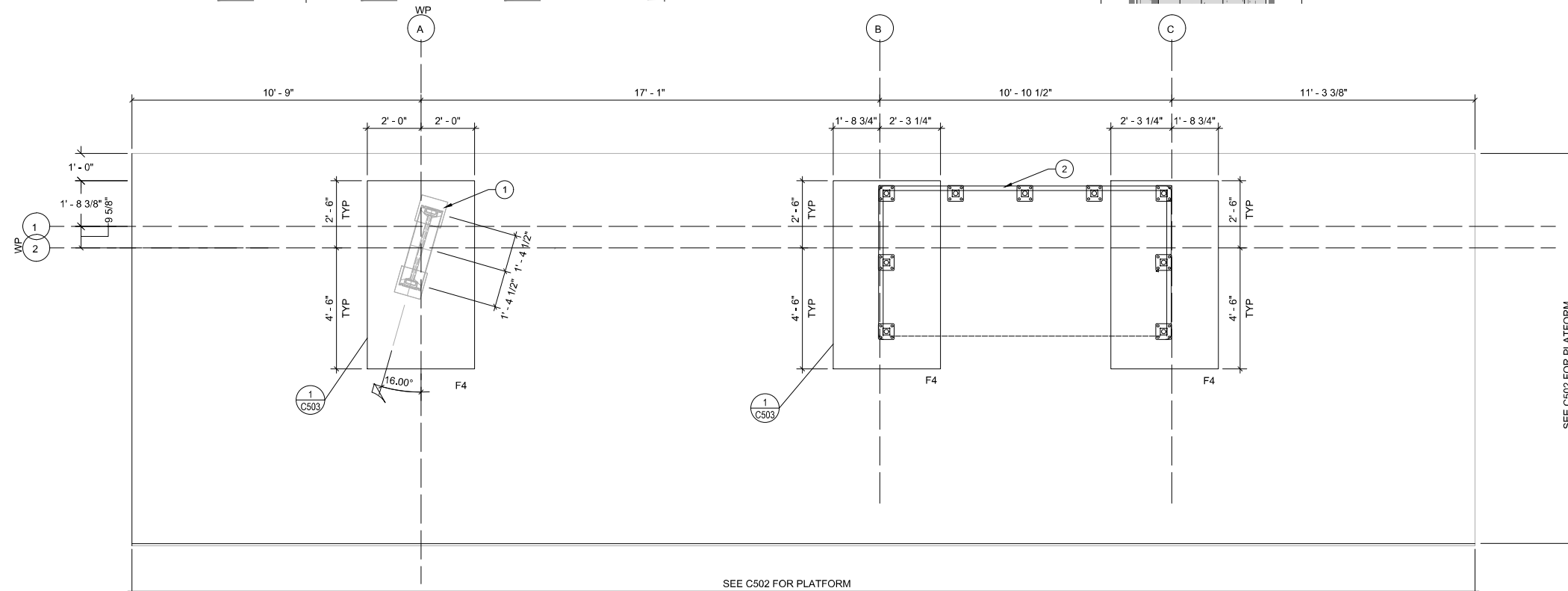
1 SHELTER / MARKER FOOTING SECTION
NOT TO SCALE

KEYNOTES

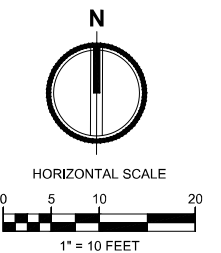
- 1 FUTURE STATION MARKER BY SPOKANE TRANSIT AUTHORITY
- 2 FUTURE SHELTER BY SPOKANE TRANSIT AUTHORITY

TYPICAL STRUCTURAL NOTES

1. CONTRACTOR SHALL VERIFY EXACT LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO ALL EXCAVATIONS.
2. CONTRACTOR SHALL COORDINATE ALL PIPING SLEEVES, BURIED OR EMBEDDED CONDUIT, GROUNDING REQUIREMENTS, ETC WITH ELECTRICAL PLANS LOCATED ON SHEET TS02.
3. ALL SPREAD FOOTINGS FOR MARKER AND SHELTER COLUMNS TO BE "F4". REFER TO SPREAD FOOTING SCHEDULE AND DETAIL HEREON.
4. TOP OF SPREAD FOOTING ELEVATION TO BE -0'-6" BELOW TOP OF PLATFORM. CONTRACTOR SHALL COORDINATE ALL SITE SPECIFIC TOP OF PLATFORM ELEVATIONS AND PLATFORM SLOPE REQUIREMENTS AS SHOWN ON SHEET C501.
5. SEE SHEET C504 FOR CONDUIT LOCATIONS AND INFORMATION.



1 STATION WITH SHELTER FOUNDATION PLAN
NOT TO SCALE



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CITY OF SPOKANE VALLEY
PUBLIC WORKS DEPARTMENT
10210 EAST SPRAGUE AVENUE
SPOKANE VALLEY, WA. 99206
(509) 720-5000

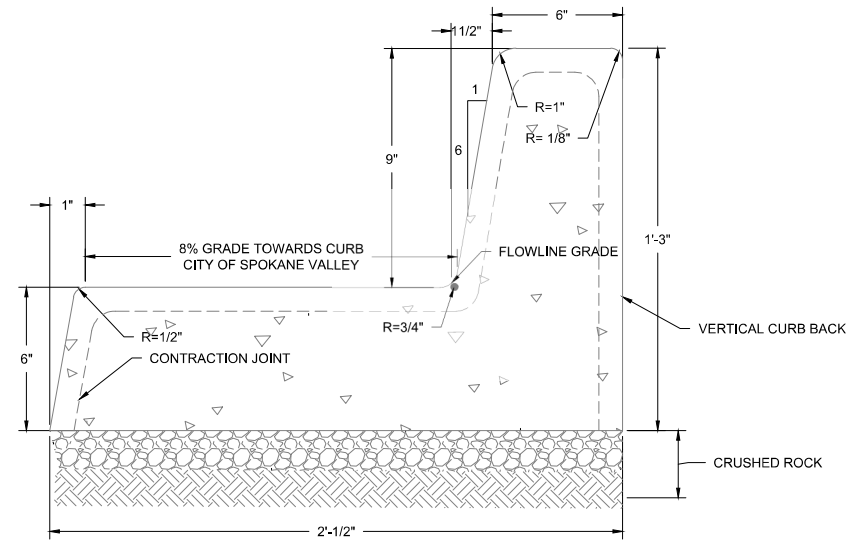
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BID SET
APRIL 2024

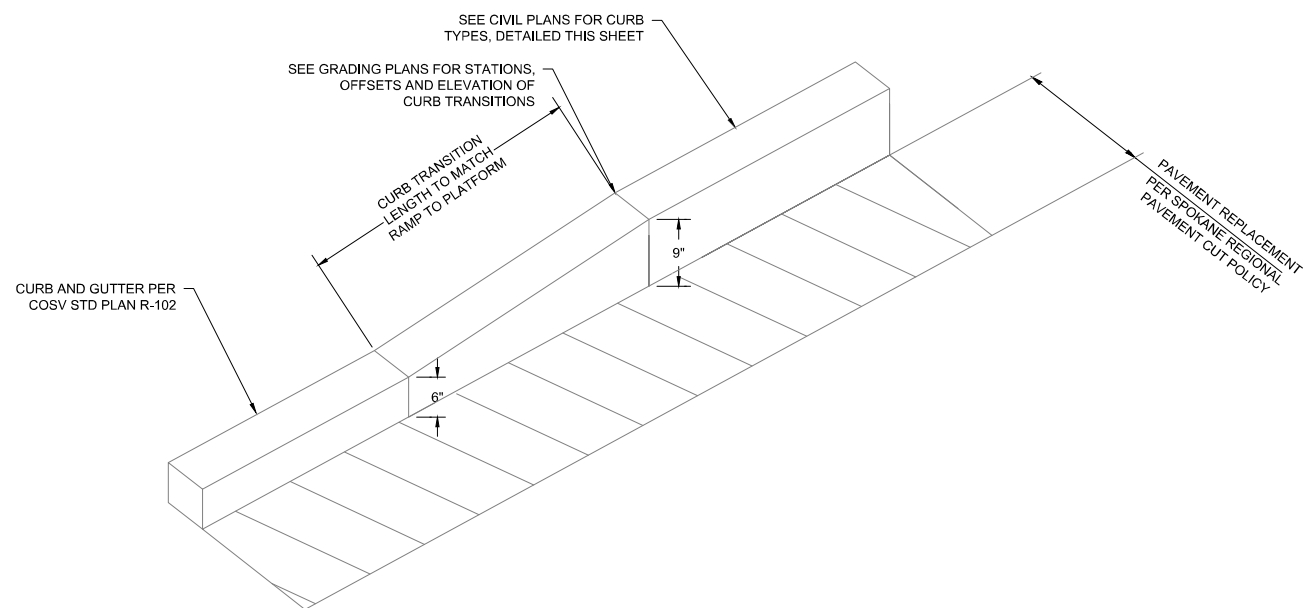
0327 SPRAGUE AVE STORMWATER
STA STRUCTURAL PLAN

SHEET

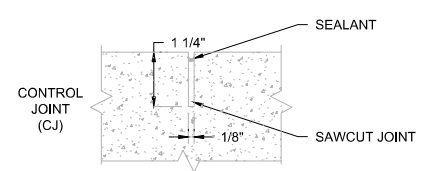
C503



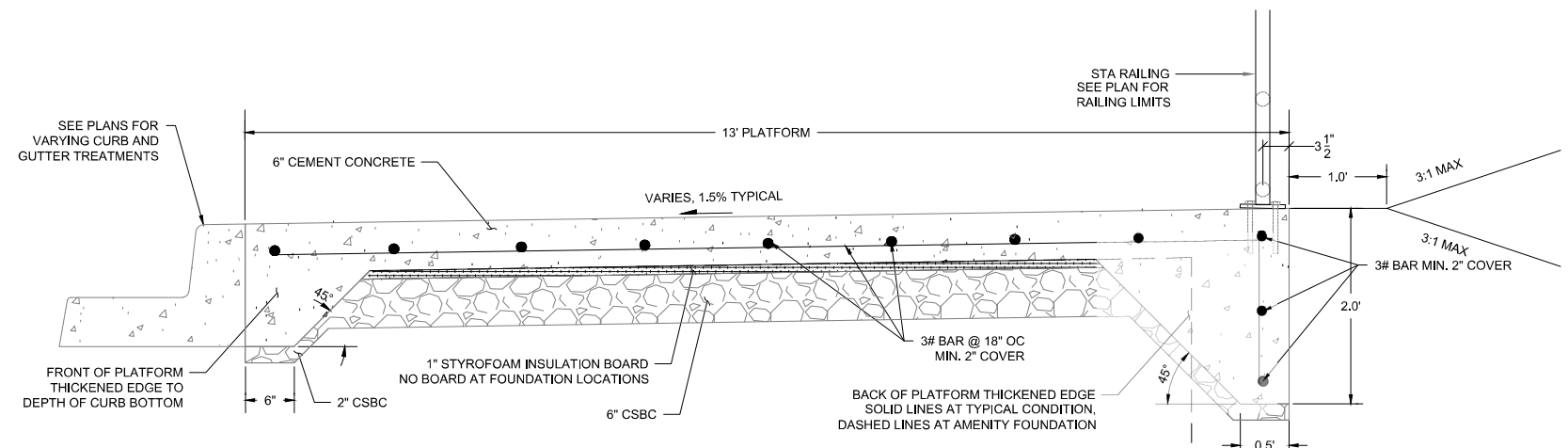
1 9 IN CEMENT CONCRETE CURB & GUTTER
NOT TO SCALE



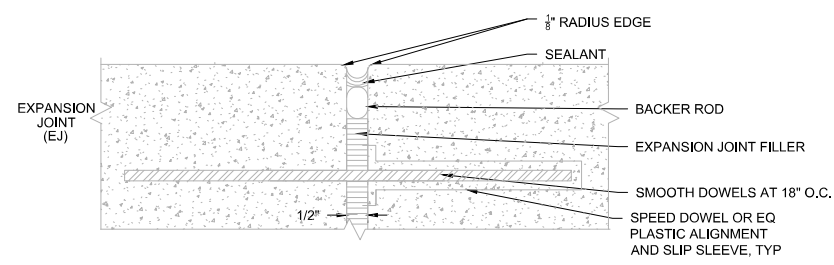
2 SLOPED CURB TRANSITION
NOT TO SCALE



3 CONTROL JOINTS AT PLATFORM
NOT TO SCALE



4 CEMENT CONCRETE PLATFORM
NOT TO SCALE



5 EXPANSION JOINTS AT PLATFORM
NOT TO SCALE

LOCATION: Q:\2023\230347\10_CIVCAD\U2H2230347-SH-BUS STOP.DWG, SAVED: 4/1/2024 10:44 AM BY: SBROWER



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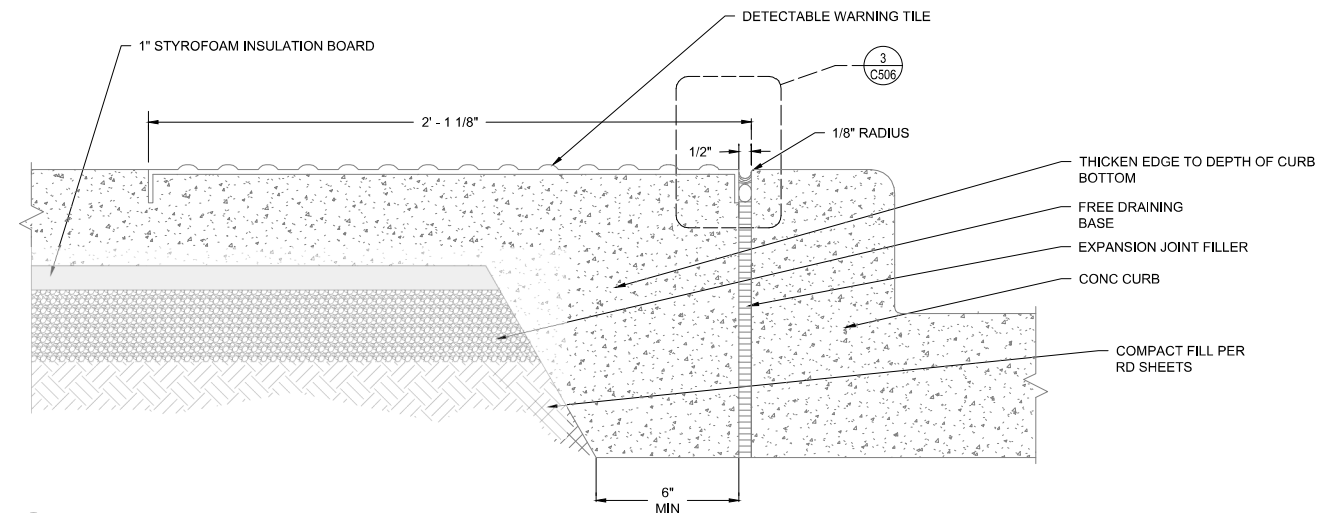
CITY OF SPOKANE VALLEY
PUBLIC WORKS DEPARTMENT
10210 EAST SPRAGUE AVENUE
SPOKANE VALLEY, WA. 99206
(509) 720-5000

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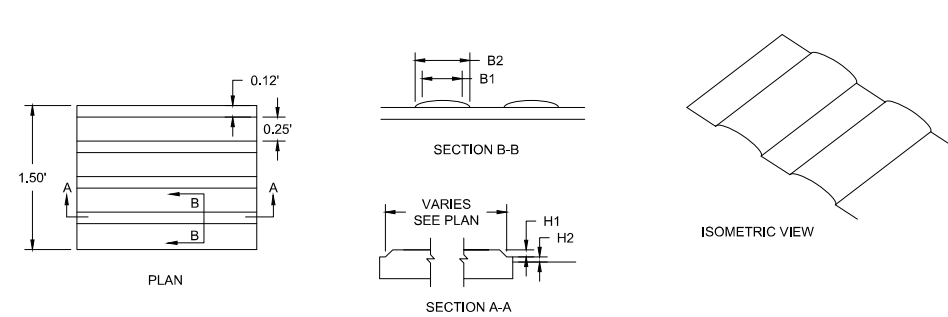
BID SET
APRIL 2024

0327 SPRAGUE AVE STORMWATER
STA BUS STOP DETAILS

SHEET
C505



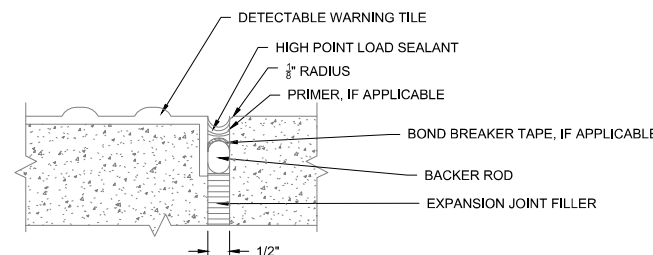
1 FRONT OF PLATFORM DETAIL
NOT TO SCALE



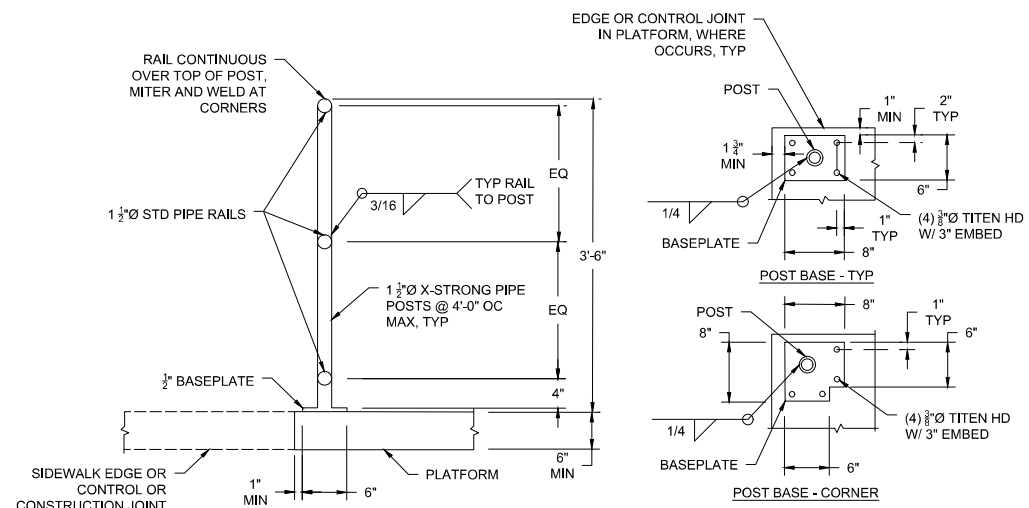
TACTILE DIRECTIONAL DIMENSIONS	
DIMENSION	RANGE (INCHES)
B1	0.90 - 1.20
B2	B1 + 0.20
H1	0.18 - 0.20
H2	0.05 MAX

- NOTES:
- LENGTHS ARE CONTINUOUS BASED ON PROJECT REQUIREMENTS
 - WIDTH TO BE 18 INCHES
 - GUIDESTRIP IS A NON-SKID PRODUCT

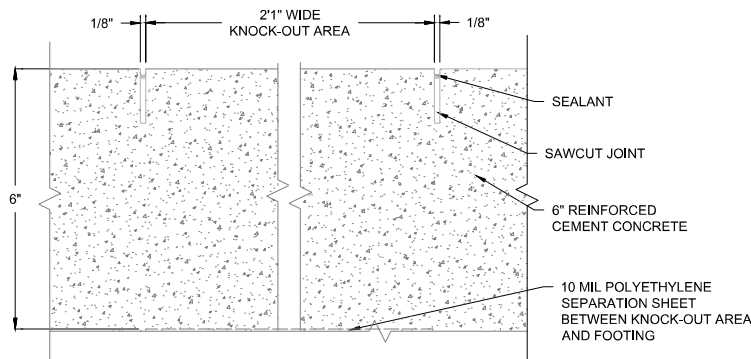
2 TACTILE DIRECTIONAL INDICATOR
NOT TO SCALE



3 TACTILE WARNING STRIP TRANSITION AT CURB
NOT TO SCALE



4 STANDARD HANDRAIL - PLATFORM INSTALLATION
NOT TO SCALE

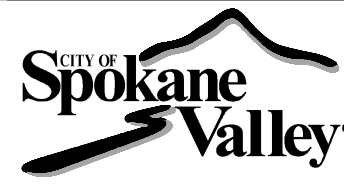


5 KNOCK-OUT PANELS AT STATION WITH SHELTER
NOT TO SCALE

LOCATION: Q:\2023\23034\10_CIV\CAD_U2H2230347-SH-BUS STOP.DWG, SAVED: 4/1/2024, 10:44 AM BY: SBROWER



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CITY OF SPOKANE VALLEY
PUBLIC WORKS DEPARTMENT
10210 EAST SPRAGUE AVENUE
SPOKANE VALLEY, WA. 99206
(509) 720-5000

DRAWN BY SBP
DESIGNED BY SBP

BID SET
APRIL 2024

0327 SPRAGUE AVE STORMWATER
STA BUS STOP DETAILS

SHEET
C506

Project Order # 10938-0002 – Exhibit B Budget

“Sprague HPT Bus Stop (Balfour Park)”

This project is funded by STA CIP # 894 – Cooperative Projects.

The Funding Party shall reimburse the Managing Party in an amount not to exceed \$275,000.00.



Capital Budget and Plan 2024 - Detail

As approved by Res. No. 810-23 (20249-2029 TDP)

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		PM	DW

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Quantity	0	0	0	0	0	0	0		

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Note: Miscellaneous
Note: Executive

Project Order # 10938-0002 – Exhibit C Schedule

“Sprague HPT Bus Stop (Balfour Park)”

The schedule for this project is as follows:

City of Spokane Valley to provide project schedule

DRAFT

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 7F : MIRABEAU TRANSIT CENTER IMPROVEMENTS - AWARD OF CONTRACT

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

SUBMITTED BY: Karl Otterstrom, Chief Planning & Development Officer
Ryan Brodwater, Capital Projects Manager

SUMMARY: In accordance with Spokane Transit’s procurement policy, staff is seeking committee recommendation to award a public works contract for Mirabeau Transit Center Improvements.

BACKGROUND: On March 6, 2024, the Performance Monitoring & External Relations Committee approved the general scope of work for Mirabeau Transit Center Improvements and authorized staff to release the invitation for bid (IFB). Staff advertised the IFB on March 17, 2024. The in-person pre-bid meeting was held on April 9, 2024. Two addenda were issued, and bids were due on April 24, 2024. STA received two qualifying bids as summarized below, from lowest to highest:

Contractor	Base Bid	Bid Option 1 Eastside Parking Lot	Bid Option 2 Indiana Sidewalk	Bid Total
Cameron-Reilly, LLC	\$3,740,500	\$350,000	\$100,000	\$4,190,500
Halme Construction, Inc.	\$4,068,000	\$365,000	\$146,000	\$4,579,000

Final Engineer’s Estimate was \$4,362,022.

As the lowest responsive and responsible bidder, staff recommend award of contract to Cameron-Reilly, LLC for the total contract value of \$4,190,500 to include the Base Bid and Bid Options 1 and 2. Furthermore, staff recommends assigning a construction contingency equal to 15% of the construction contract value given the relative level of risk associated with the approved scope of work. Current project budget and expenses are summarized on the following table.

Element	Amount
Project Budget (CIP #469)	\$6,360,000
Previous Encumbrances	\$760,240
Available Budget	\$5,599,760
Construction Contract Amount	\$4,190,500
Construction Contract Contingency (15%)	\$628,575
Construction Contract Budget	\$4,819,075
Remaining Project Budget	\$780,684

Funding for this project is comprised of *STA Moving Forward* and WSDOT Regional Mobility Grant funds. Anticipated remaining expenses include sales tax, construction management, construction inspection and testing, HPT amenities, and STA staff labor.

RECOMMENDATION TO COMMITTEE: Recommend the Board approve, by motion, the award of contract for Mirabeau Transit Center Improvements to Cameron-Reilly, LLC for \$4,190,500, and allow the CEO to apply 15% contingency funds, as necessary.

COMMITTEE ACTION: Approved as presented and forwarded to the Board Consent agenda.

RECOMMENDATION TO BOARD: Approve, by motion, the award of contract for Mirabeau Transit Center Improvements to Cameron-Reilly, LLC for \$4,190,500, and allow the CEO to apply 15% contingency funds, as necessary.

FINAL REVIEW FOR BOARD BY:

Division Head ko Chief Executive Officer BSM Legal Counsel mc

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 7G : 2024 STA BOARD AND COMMITTEE MEETING CALENDAR UPDATE –
RECOMMENDATION

REFERRAL COMMITTEE: Board Operations (*French*)

SUBMITTED BY: Dana Infalt, Clerk of the Authority

SUMMARY: The STA Board approved the 2024 Board and Committee Meeting Calendar at the December 21, 2023, Board meeting. At that time, the Citizen Advisory Committee (CAC) was scheduled to meet in February, April, June, September, and November and the 2024 Board Workshop schedule had not yet been determined.

The Citizen Advisory Committee members voted at the April 10, 2024, CAC meeting to increase the frequency of meetings to monthly beginning in June, 2024. In addition to the previously approved CAC meetings, this will add CAC meetings on July 17, October 9, and December 11, 2024. The CAC meets on the 2nd Wednesday of each month at 5:00 pm. The exception will be the July meeting which will be held on the 3rd Wednesday due to the 4th of July Holiday.

The 2024 STA Board Workshops have been scheduled for the balance of the 2024. These dates were not available when the 2024 meeting calendar was approved and have been noticed as “Special Meetings”. STA Board Workshops have now been scheduled throughout the end of 2024 on June 5, September 4, and October 2, 2024.

Attached is the Updated 2024 Board and Committee Meeting Calendar, including the dates originally approved by the Board in December 2023, showing the additional CAC meetings and Board Workshops noted in **red**.

As a reminder, previous approved exceptions to the regular meeting schedule included all July meetings being held one week later than usual to accommodate the July 4th Holiday (noted in **blue**).

RECOMMENDATION TO COMMITTEE: Review and recommend the Board approve, by Resolution 820-24, the Updated 2024 Board and Committee Meeting calendar.

COMMITTEE ACTION: Approved as presented and forwarded to the Board agenda.

RECOMMENDATION TO BOARD: Approve, by Resolution 820-24, the Updated 2024 Board and Committee Meeting calendar.

FINAL REVIEW FOR BOARD BY:

Division Head di Chief Executive Officer ASAM Legal Counsel mc

SPOKANE TRANSIT AUTHORITY

UPDATED 2024 BOARD & COMMITTEE MEETING SCHEDULE

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

Board Meetings (Third Thursday) 1:30pm-3:00pm	Planning & Development Committee (First Wednesday) 10:00am-11:30am
January 18	January – No meeting scheduled
February 15	January 31 (1 week early)
March 21	March 6
April 18	March 27 (1 week early)
May 16	May 1
June 20	June 5
July 25 (4 th Thursday-1 week later)	July 10 (2 nd Wednesday-1 week later)
August - No meeting scheduled	August – No meeting scheduled
September 19	September 4
October 17	October 2
November 21	November 6
December 19	December 4
Board Operations Committee (Second Wednesday) 1:30pm-3:00pm	Performance Monitoring & External Relations (First Wednesday) 1:30pm-3:00pm
January 10	January – No meeting scheduled
February 7 (1 week early)	January 31 (1 week early)
March 13	March 6
April 10	March 27 (1 week early)
May 8	May 1
June 12	June 5
July 17 (3 rd Wednesday-1 week later)	July 10 (2 nd Wednesday-1 week later)
August - No meeting scheduled	August – No meeting scheduled
September 11	September 4
October 9	October 2
November 13	November 6
December 11	December 4
2024 Citizen Advisory Committee (CAC) (Hybrid) Meeting Schedule (2nd Wednesday) 5:00 pm	
February 7 (1 week early)	September 11
April 10	October 9
June 12	November 13
July 17 (3rd Wednesday-1 week later)	December 11
August - No meeting scheduled	
2024 Board Workshop Schedule	
1 st Quarter 2024 – date(s) to be determined	June 5 (between P&D and PMER)
2 nd Quarter 2024 – date(s) to be determined	September 4 (between P&D and PMER)
3 rd Quarter 2024 – date(s) to be determined	October 2 (between P&D and PMER)
4 th Quarter 2024 – date(s) to be determined	

RESOLUTION NO. 820-24

A RESOLUTION FOR THE PURPOSE OF UPDATING THE ESTABLISHED DATES AND TIMES FOR COMMITTEE AND BOARD OF DIRECTORS' MEETINGS FOR THE CALENDAR YEAR OF 2024, OF THE SPOKANE TRANSIT AUTHORITY, AND OTHER MATTERS PROPERLY RELATING THERETO.

SPOKANE TRANSIT AUTHORITY

Spokane County, Washington

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

WHEREAS, the establishment, by resolution, of the time for regular and special meetings of the STA Board is required pursuant to Article 3, Section 3.2, of the Bylaws of the STA;

WHEREAS, STA previously adopted Resolution No. 816-23 establishing its regular committee and Board meetings for the calendar year 2024;

WHEREAS, STA wishes to update the established times and dates for regular committee and Board of Directors' meetings for the calendar year 2024 to include additional, currently scheduled Board Workshops; and

WHEREAS, the CAC recently approved a monthly meeting schedule, which necessitates an update to the previously established meetings of the CAC for the calendar year 2024.

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

Section 1. The STA Board of Directors hereby updates the established dates and times of the regular meetings of the STA Committees and Board of Directors, as shown on Exhibit A, for the calendar year 2024, which are held at Spokane Transit Authority, 1230 W Boone Avenue, Spokane, Washington, to include additional Board Workshops and Citizen Advisory Committee meetings

Adopted by STA at a regular Board meeting thereof held on the 16th day of May, 2024.

ATTEST:

SPOKANE TRANSIT AUTHORITY

Dana Infalt
Clerk of the Authority

Al French
Board Chair

Approved as to form:

Megan Clark
Legal Counsel

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 8A : LEGAL COUNSEL SERVICES EXTENSION: APPROVAL

REFERRAL COMMITTEE: Board Operations (*French*)

SUBMITTED BY: Al French, STA Board Chair
E. Susan Meyer, Chief Executive Officer

SUMMARY: The STA Board Chair requested this be added to the Board Operations May 8, 2024, agenda for discussion of the contract extension to the end of 2025.

BACKGROUND: In August 2022, STA contracted with Etter, McMahon, Lamberson, VanWert & Oreskovich, P.C. (EMLVO) to provide interim legal counsel services (“Contract”). The Contract commenced on August 12, 2022, with a one (1) year term and a maximum compensation limit of \$200,000; whichever occurred earlier. Based upon average monthly expenditures, the Contract was due to expire on August 11, 2023.

On June 15, 2023, the Board approved a one (1) year extension and an increase of \$200,000 to the maximum compensation limit of the Contract. The Contract is currently due to expire on August 11, 2024, and has a maximum compensation of \$400,000; whichever occurs earlier.

EMLVO continues to perform well. The Chair and CEO proposed extending the Contract through December 31, 2025, removing the maximum compensation limit, and maintaining the hourly rates under the Contract from the initial 2022 Agreement.

COMMITTEE DISCUSSION: Discuss and make recommendation to the Board.

COMMITTEE ACTION: Recommend the Board authorize, by motion, the CEO to negotiate and execute an extension of the legal services contract with Etter, McMahon, Lamberson, VanWert & Oreskovich, P.C. through December 31, 2025, with the hourly rates unchanged from those provided in 2022 and removing the maximum compensation language.

RECOMMENDATION TO BOARD: Authorize, by motion, the CEO to negotiate and execute an extension of the legal services contract with Etter, McMahon, Lamberson, VanWert & Oreskovich, P.C. through December 31, 2025, with the hourly rates unchanged from those provided in 2022 and removing the maximum compensation language.

FINAL REVIEW FOR BOARD BY:

Division Head // Chief Executive Officer ESM Legal Counsel mc

SECOND AMENDED PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between **Etter, McMahon, Lamberson, Van Wert & Oreskovich, P.C.** (“Consultant”) and the **Spokane Transit Authority** (“STA”), a Washington State municipal corporation; each individually referred to as “Party” and collectively referred to as “Parties”.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. SCOPE OF WORK

Unless stated otherwise in this Agreement, the Consultant will provide services, staff and otherwise do all things necessary for or incidental to the performance of **General Legal Counsel Services** (the “Work”) as described in the Scope of Work (“SOW”) attached hereto as Exhibit A and incorporated herein.

STA may modify the SOW whenever it shall be deemed necessary or advisable to do so. The Consultant shall accept such modifications when ordered in writing by STA and shall promptly execute an amendment to this Agreement therefor. If any such change causes an increase or decrease in the price of, or the time required for, performance of any part of the Work, an equitable adjustment shall be made in the compensation, delivery schedule or other terms.

2. TERM

The “Term” of this Agreement shall commence on August 12, 2022, and conclude on December 31, 2025, unless terminated sooner in accordance with Section 13 herein.

3. COMPENSATION

STA shall compensate Consultant for the performance of Work in accordance with the *Compensation Schedule* attached hereto as Exhibit C and incorporated herein.

4. INVOICING

Consultant shall submit an original invoice to STA by the fifteenth (15th) of the month for the performance of Work during the immediately preceding month. The invoice shall (1) include sufficient detail to generally identify the Work performed; (2) include all substantiating documentation for expenses or subcontracted services; (3) identify a subtotal, if applicable; (4) identify separately applicable sales taxes, if any; (5) identify an invoice total; and (6) identify this Agreement number.

For any reimbursable or subconsultant expense, Consultant shall submit copies of receipts and/or subconsultant invoices to substantiate such expense.

STA shall not accept any invoice submitted by the Consultant which lacks sufficient detail or adequate documentation, as solely determined by STA. Any incomplete invoice shall be promptly returned to Consultant and the Consultant shall be required to resubmit said invoice complete with all necessary documentation to be considered for payment.

5. PAYMENT

Payment to Consultant shall be considered timely when issued within thirty (30) days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audits or otherwise, determined to have been improperly invoiced.

- A. Payment Does Not Imply Acceptance of Work. The granting of any progress payment or payments by STA, or the receipt thereof by the Consultant, shall not constitute in any sense acceptance of the Work performed by Consultant, or any portion thereof, and shall in no way lessen the liability of the Consultant to re-perform Work which does not conform to this Agreement, though the character of such Work may not have been apparent or detected at the time such payment was made.
- B. Prompt Payment of Subconsultants. The Consultant is required to make payment to subconsultants within thirty (30) days from the receipt of each payment the Consultant receives from STA for satisfactorily completed subconsultant work, whether such payment is a progress or final payment. If payment disputes arise between the Consultant and its subconsultants, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to small business subconsultants. The Consultant shall specify in its subcontract agreement what dispute resolution method will be used. In addition, the Consultant will not be paid for subconsultants' work unless the Consultant can show that a prompt payment method for its subconsultants is in place. The Consultant shall be required to provide copies of its subcontracts to STA showing inclusion of these provisions. STA may withhold the applicable sum due a subconsultant for non-compliance with this section.

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 email, addressed to the Parties' representatives 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.

Consultant	Spokane Transit Authority
Megan C. Clark Partner Etter, McMahon, Lamberson, Van Wert & Oreskovich, P.C. 618 W Riverside Ave Ste 210 Spokane, WA 99201 E: mclark@ettermcmahon.com	Spokane Transit Authority Attn: Contracts 1230 W Boone Ave Spokane, WA 99201 E: contracts@spokanetransit.com

7. COMMUNICATIONS

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

Consultant	Spokane Transit Authority
Megan C. Clark Partner Etter, McMahon, Lamberson, Van Wert & Oreskovich, P.C. 618 W Riverside Ave Ste 210 Spokane, WA 99201 E: mclark@ettermcmahon.com P: (509) 747-9100	E. Susan Meyer Chief Executive Officer Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: smeyer@spokanetransit.com P: (509) 325-6095
	Submit invoices to: Dana Infalt Clerk of the Authority Executive Assistance to the CEO Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: dinfalt@spokanetransit.com P: (509) 325-6096

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by email, addressed to the Parties’ representatives set forth above, or as may be revised by written notice in accordance with Section 6 of this Agreement.

8. INSURANCE

A. Minimum Scope of Insurance. For the duration of this Agreement, Consultant shall procure and maintain, at its sole expense, commercial insurance against claims for injuries to persons or damage to property that may arise from or in connection with the Consultant's work, including the delivery

of goods and/or services, and the work of the Consultant's agents, representatives, employees, subcontractors or subconsultants as required herein:

- 1) General Liability. Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, per project (ISO CG 25 03 or 25 04). Coverage shall include, but is not limited to, bodily injury, personal injury, advertising injury, blanket contractual liability, products and completed operations, and property damage.
 - 2) Automobile Liability. Commercial Automobile Liability insurance with coverage at least as broad as Insurance Services Office form CA 00 01, including coverage for any owned, hired, non-owned or rented automobile with minimum limits of \$1,000,000 combined single limit, each accident, for bodily injury and property damage.
 - 3) Professional Liability. Commercial Professional Liability insurance with minimum limits of \$2,000,000 per claim and \$4,000,000 in the aggregate. Any policy inception date, continuity date or retroactive date must be before the effective date of this Agreement. Coverage shall be maintained, or the policy shall include an "extended reporting period", for a minimum of three (3) years following expiration of this Agreement or STA's final acceptance of the Work, whichever occurs later.
 - 4) Umbrella Liability. Umbrella Liability insurance with coverage at least as broad as the primary coverages set forth above, except Professional Liability, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Such policy shall include the following terms & conditions:
 - a) A drop-down feature requiring the policy to respond if any primary insurance that would have otherwise applied proves to be uncollectible in whole or in part for any reason;
 - b) Pay on behalf of wording as opposed to reimbursement;
 - c) Concurrency of effective dates with primary policies;
 - d) Policies shall "follow form" to the underlying primary policies; and
 - e) Insureds under primary policies shall also be insureds under the Umbrella policy with no additional restrictions.
 - 5) Worker's Compensation. Statutory requirements for Consultant's state of residency. When Work is performed in the State of Washington, coverage as required by Chapter 51 RCW of the State of Washington.
- B. Insurance Rating. Insurance is to be underwritten by insurers licensed to provide insurance in the State of Washington with a current A.M. Best rating of not less than A:VII.
- C. Additional Insured. Consultant's General Liability and Automobile Liability policies shall be endorsed using Insurance Services Office form GC 20 10 naming STA, its officials, officers, directors, employees and agents as additional insureds under such policies.
- D. Deductible. Consultant is responsible for the payment of any deductible or approved self-insured retention that is required by any of Consultant's insurance. If STA is required to contribute to the

deductible under any of Consultant's insurance policies, the Consultant shall reimburse STA the full amount of STA's contribution to the deductible. Consultant's deductible for each insurance policy required herein shall be limited to no more than ten percent (10%) of the policy occurrence limit.

- E. Self-Insured Retention. Any self-insured retentions must be declared to and approved by STA prior to execution of this Agreement. STA reserves the right to require that self-insured retentions be lowered, eliminated or replaced by a deductible. Self-insurance or self-insured retentions will not be considered to comply with these specifications unless approved in writing by STA.
- F. Primary & Noncontributory. It is the intent of this Agreement for the Consultant's insurance to be considered primary and noncontributory in the event of a loss, damage or suit. STA's own comprehensive general liability policy will be considered excess coverage in respect to STA. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as would be achieved under a standard ISO separation of insureds clause.
- G. Waiver of Subrogation. All insurance coverages maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against STA, its elected and appointed officers, agents, officials, employees and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against STA and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- H. Verification of Coverage. Within five (5) days of execution of this Agreement, or prior to commencement of any work, whichever occurs earlier, the Contractor shall furnish evidence of insurance in the form of a Certificate of Insurance, and associated amendatory endorsements, for coverages required herein. Should the Term of this Agreement exceed the term of any of Contractor's policies, the Contractor shall submit a Certificate of Insurance evidencing continuation of such policies to STA prior to said policies' expiration. STA reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.
- I. Notice of Cancellation. The Consultant must provide written notification to STA for any cancellation, suspension or material change in Consultant's coverage at least thirty (30) days in advance of such cancellation, suspension or material change.
- J. Subconsultant Coverage. The Consultant shall ensure and require its subconsultants of any tier have insurance coverage equal to, or greater than, the requisite coverages specified herein.
- K. Limit of Liability. STA's specification or approval of insurances and/or minimum amounts required herein shall not relieve or decrease the liability of the Consultant. Coverages and amounts are the minimum to be provided and are not limitations of liability under this Agreement, indemnification or applicable law provisions. The Consultant may, at its sole expense, procure and maintain additional coverage and/or greater amounts of coverage.
- L. Damages. If STA is damaged by the failure of the Consultant to maintain any of the above insurance or to so notify STA in accordance with this Section 8, the Consultant shall bear all costs attributable thereto. STA may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver of any requirement herein.
- M. Right of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, STA has the right, but not the

duty, to obtain the insurance it deems necessary. Any premium paid by STA will be promptly reimbursed by Consultant, or STA shall withhold amounts sufficient to pay premium from Consultant payments.

- N. Submittals. Any communication, submittal or notice required in this Section shall be submitted to coi@spokanetransit.com.

9. INDEMNIFICATION

To the maximum extent provided by law, the Consultant shall indemnify and hold STA, its officers, directors, employees, agents and volunteers harmless from any and all claims, demands, penalties, damages, losses, suits, including death, bodily injury or property damage, including attorneys' fees and court costs, arising out of or resulting from the acts, errors or omissions of the Consultant, its officers, directors, employees and agents in its performance under this Agreement, except for claims caused by the sole negligence of STA. In the event that any claims, investigations, demands, suits, actions or lawsuits arise out of any of the aforesaid acts, errors or omissions, the Consultant shall assume all costs of defending such claims, suits, actions or lawsuits, including legal fees incurred by STA, any penalties imposed on STA or the Consultant, and all judgments that may be obtained against STA, or any of its officers, directors, employees and agents in such suits.

To the maximum extent provided by law, STA shall defend, indemnify and hold the Consultant, its officers, directors, employees and agents harmless from any and all claims, demands, penalties, damages, losses, suits, including death, bodily injury or property damage, including attorneys' fees and court costs, arising out of or resulting from the acts, errors or omissions of STA, its officers, directors, employees and agents in its performance under this Agreement, except for claims caused by the sole negligence of the Consultant.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

STA's inspection or acceptance of the Work shall not be grounds to void any of these covenants of indemnification. STA is authorized to withhold or offset any fees owing the Consultant as a result of this indemnification.

10. INDEPENDENT CAPACITY

- A. The Consultant is considered an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of STA, nor shall the Consultant be eligible for any employee benefits. During the course of this Agreement, the Consultant shall be responsible and exercise full control over the method, manner and means of performing the Scope of Work.
- B. Employees. The employees or agents of each Party to this Agreement will continue to be employees or agents of that Party and will not be considered for any purpose to be employees or agents of any other Party.

- C. No Partnership and No Third-Party Beneficiaries. It is agreed by the Parties that this Agreement does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in a third party.

11. PRECEDENCE

Any conflict or inconsistency in this Agreement shall be resolved by giving the Agreement documents precedence in the following order:

- A. Agreement Amendments in descending order;
- B. Executed Agreement, Attachments and Exhibits;
- C. Scope of Work.

12. DISPUTE RESOLUTION

Disputes arising in the performance of this Agreement which are not resolved by agreement of the Parties shall be decided in writing by STA's Contracts Compliance Specialist II, or their designee. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to STA's Chief Executive Officer. In connection with said appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of its obligations under this Agreement while matters in dispute are being resolved. The final decision of STA's Chief Executive Officer shall be binding upon STA's Contract Compliance Specialist II, or their designee and the Consultant, and the Parties shall abide by the decision.

13. TERMINATION

- A. Convenience. STA may terminate this Agreement, in whole or in part, at any time and for any reason. Termination shall be effected by serving a Notice of Termination ("NOT") in accordance with Section 6 of this Agreement, setting forth the effective date of termination. Consultant shall be paid its costs, in accordance with the terms of this Agreement, through the effective date of termination. If Consultant has any property in its possession belonging to STA, Consultant will account for the same and return it to STA or dispose of it in the manner STA directs.
- B. Default, Breach or Cause. Any Party may terminate this Agreement for default, breach or cause in the event a Party fails to perform a material obligation under, or fails to comply with any provision of, this Agreement. Termination shall be effected by serving a NOT in accordance with Section 6 of this Agreement, setting forth the manner in which the Party is in default or breach and the effective date of termination. Termination shall not take effect if the default or breach has been cured within ten (10) calendar days after the date of NOT. STA reserves the right to permit Consultant to establish a new performance or delivery schedule and allow Consultant to continue Work, or revise such termination as a termination for convenience.
- C. Waiver of Default or Breach. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such by written instrument signed by the parties hereto.

14. FORCE MAJEURE

In the event that any Party's obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, weather event, pandemic, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, measures of governmental authority including but not limited to any temporary law ordinance, health directive, rule, regulation, travel or movement restriction, or limitation on the size of gatherings implemented by the local health department, board, or officer in the jurisdiction where the event is to be held, the Washington State Department of Health, the Governor of the State of Washington, the Washington State Military Department, the United States Department of Health & Human Services, the United States Centers for Disease Control and Prevention or any other Local, State, or Federal Public Health Agency which adversely affects the ability of either party to perform its obligations under this Agreement, pandemics, viral or communicable disease outbreak, quarantine, or any other cause beyond the reasonable control of any Party, then the Parties shall be released from performance under this Agreement. The Parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

15. CIVIL RIGHTS

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132; and Federal transit law at 49 USC § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, age or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:
- 1) Race, Color, Creed, National Origin, Sex, Sexual Orientation, Gender Identity. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit law at 49 USC § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Dept. of Labor (U.S. DOL) regulations, *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*, 41 CFR, Parts 60 *et seq.*, (which implement Executive Order No.11246, *Equal Employment Opportunity*, as amended by Executive Order No. 13672. *Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity* 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of this project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, sexual orientation, gender identity or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- 2) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623, and Federal transit law at 49 USC § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 3) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, *Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act*, 29 CFR, Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 4) The Consultant agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

16. QUALIFIED TO DO BUSINESS

Consultant represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

17. COMPLIANCE WITH LAWS

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

18. GOVERNING LAW & VENUE

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

19. INTERPRETATION

As a further condition of this Agreement, STA and the Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party. In the event that any Party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of this Agreement, the prevailing Party shall be entitled to recover from the other Party all expenses which it may reasonably incur in taking such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

20. ENTIRE AGREEMENT

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

21. MODIFICATION

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

22. SEVERABILITY

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

23. SUCCESSORS & ASSIGNS

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

24. ANTI-KICKBACK

No officer or employee of STA or Consultant, 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.

25. CONFLICT OF INTEREST

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

- A. the employee, officer or agent;
- B. any member of his/her immediate family;
- C. his or her partner; or
- D. an organization which employs, or is about to employ, any employee, officer or agent of STA
- E. has a financial or other interest in the firm selected for award.

26. EMPLOYEE SOLICITATION

Consultant, without the consent of STA, shall not directly or indirectly solicit, influence, entice or hire or attempt to solicit, influence, entice or hire any employee of STA to: (a) cease employment with STA; or (b) do business related to a business connected with the Consultant's business during this Agreement and for a period of three (3) years from the date on which the Agreement terminates, or the work is

accepted by STA, whichever is earlier. STA's employee shall be deemed to be related to or connected with a Consultant if such STA employee becomes (a) a partner in a general or limited partnership or employee of a partnership; or (b) a shareholder, officer, employee or director of a corporation, member, consultant or agent for the Consultant or any of Consultant's affiliates, subsidiaries or connected business. This Section shall survive the termination of this Agreement. This Agreement is not restricted to any geographical area.

Consultant recognizes and acknowledges that STA's employees may receive training and other benefits from its contractual relationship with STA because of STA's assignment of employees to work in connection with Consultant's Agreement. Consultant agrees the restrictions on soliciting, influencing, enticing or hiring STA employees are reasonable.

27. TRADEMARKS AND LOGOS

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

28. PUBLIC RECORDS ACT

The Consultant understands and acknowledges that STA is a municipal corporation of the State of Washington subject to the "Public Records Act", RCW 42.56 *et seq.*

Consultant understands and agrees that the records it obtains or produces under this Agreement may be public records under the Public Records Act, or its successor act. The Consultant shall cooperate in a timely manner with STA in responding to a public records request ("PRR") related to this Agreement or the services provided under this Agreement. Such cooperation shall include searching all records regarding the Work and producing all records that are potentially responsive to a PRR to STA. Consultant shall mark and segregate all materials in its possession that may be protected by the Public Records Act to protect against inadvertent disclosure of such documents and to facilitate STA's application of allowable Public Records Act exemptions. Consultant shall not charge STA for the time spent gathering and producing records pursuant to a PRR.

29. AUDIT/RECORDS

The Consultant shall maintain for a minimum of six (6) years following expiration of this Agreement or final payment, whichever occurs later, all records related to its performance of this Agreement. STA may audit any Consultant record related to this Agreement for any reason and the Consultant shall provide copies of and/or access to, at reasonable times, any such record upon request by STA. The Consultant shall provide access to authorized representatives of the Washington State Auditor's Office at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to this Agreement, the federal law shall prevail.

Records and other documents, in any medium, furnished by any Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. Subject to Section 28 of this Agreement, the receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.

30. COUNTERPARTS

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

31. ELECTRONIC SIGNATURES

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

[signatures on the following page]

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32. 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.

**Etter, McMahon, Lamberson,
Van Wert & Oreskovich, P.C.**

Spokane Transit Authority

By: Megan C. Clark
Title: Partner

By: E. Susan Meyer
Title: Chief Executive Officer

Date: _____

Date: _____

Attest:

By: Dana Infalt
Title: Clerk of the Authority

Date: _____

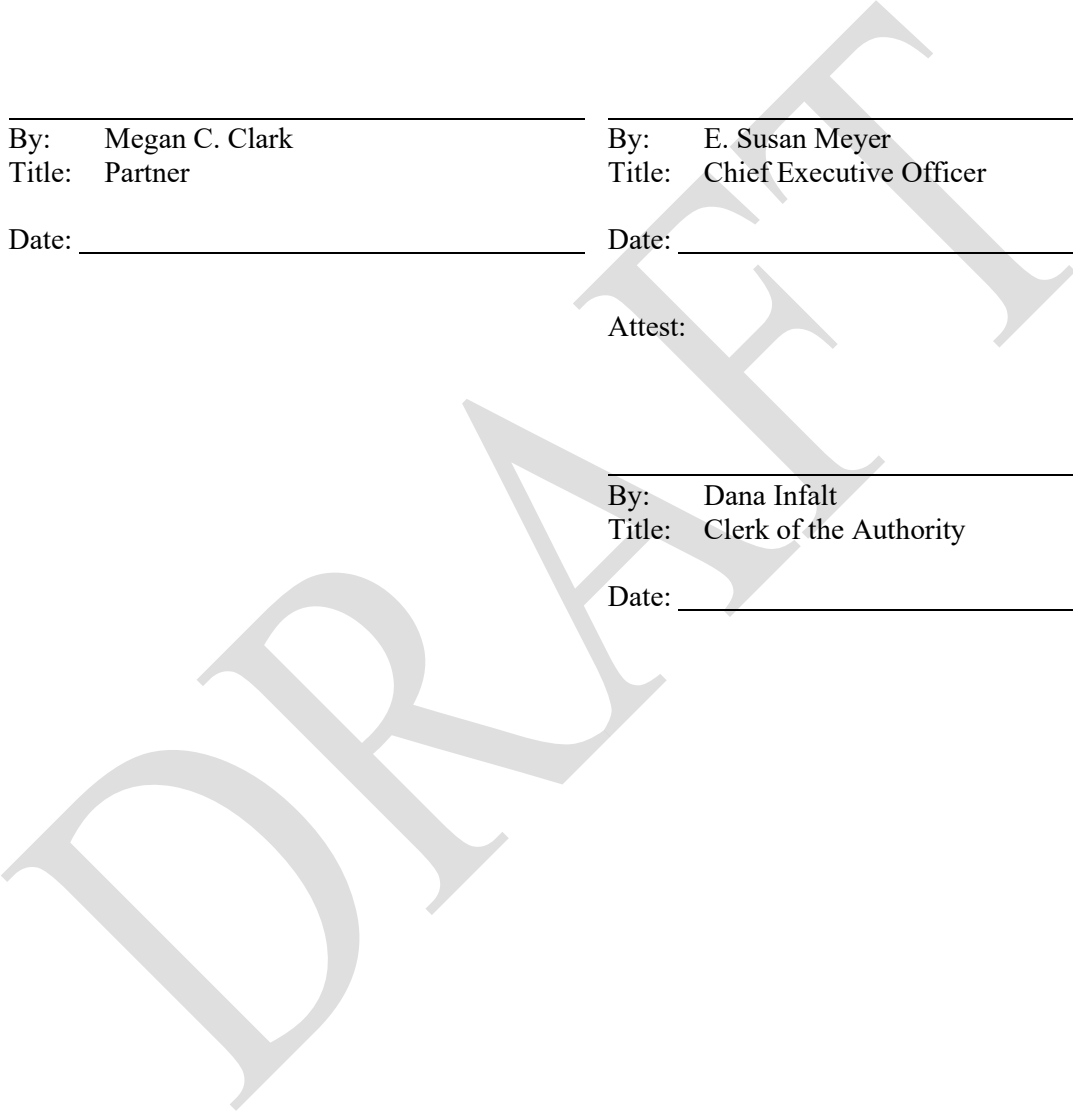


EXHIBIT A
SCOPE OF WORK

1. DESCRIPTION

Act as general legal counsel to the STA Board of Directors and the CEO or his/her designees. Legal counsel will provide advice and interpretation of municipal corporation laws and federal and state laws as well as local statutes and ordinances.

2. TYPICAL DUTIES

- A. Provide general legal advice.
- B. Review and approve monthly Board and committee agendas and action/information items to be considered by the STA Board of Directors.
- C. Attend monthly meetings of the STA Board of Directors and committees (as requested), work sessions and meetings with the Board and/or STA staff as required.
- D. Maintain knowledge of applicable laws and regulations, current case law and relevant issues affecting STA. Communicate such laws, regulations and issues and the potential impacts of each to STA.
- E. Proactively identify potential issues that could impact STA.
- F. Maintain knowledge of Federal Transit Administration (FTA) regulations and rulemaking that impact STA.
- G. Respond to inquiries from authorized STA administrative staff within four hours of initial contact with firm.
- H. At STA's request, train STA staff and/or the Board on issues that may impact STA.
- I. Review, consult, edit and provide guidance on procurement solicitations and contracts as needed.
- J. Assist STA in federal and state grant application compliance as needed.
- K. Represent, coordinate and/or support, as required, litigation/defense counsel.
- L. Report to and receive assignments from the Board, the Chief Executive Officer or his/her designated representatives. Legal counsel also is authorized to respond to inquiries from individual members of the STA Board of Directors related to STA's existing governance and policies and procedures, or for other matters authorized by the Board.
- M. Ensure STA compliance with State of Washington Open Public Meetings Act and the Public Records Act and provide training and guidance when/where applicable.
- N. Any other matters that may arise from time to time in the scope of STA's operations.

EXHIBIT B
COMPENSATION SCHEDULE

1. Consultant Compensation. Consultant shall be compensated for the performance of Work in accordance with the following hourly rates, billed in one-tenth (1/10) per hour increments.

Description	Hourly Rate
Principal Attorney	\$285.00
Associate Attorney	\$220.00
Legal Assistant	\$90.00
Intern	\$80.00

2. Consultant Expenses. Except as otherwise provided below, direct expenses incurred, including subconsultant expenses, by Consultant in the performance of Work shall be reimbursed without markup.

Description	Rate
Photocopy, B&W	\$.10/copy
Photocopy, Color	\$.25/copy

3. Consultant Travel. Consultant travel expenses for on-demand services shall be reimbursed to Consultant at actual cost, except as noted otherwise below. Receipts are required unless noted otherwise. The Consultant should exercise sound business judgement when incurring costs during travel status and select the most economical option to STA.

- A. Airfare. Reimbursement shall be limited to the cost of coach-class airfare. Charges in excess of coach class fare shall be borne by the Consultant.

- 1) Change Fees. Change fees, if any, shall be reimbursed if changes to Consultant's schedule are necessitated by STA.
- 2) Baggage. Baggage charges for up to two (2) bags per individual.

- B. Lodging. Reimbursement shall be limited to Washington State Per Diem rates for lodging within Washington State or the federal lodging per diem rate for locations outside of the State of Washington (the "government rate") in effect on the date(s) of travel, plus applicable taxes and mandated fees. All other charges, including but not limited to, personal telephone charges, room service, entertainment and tips or gratuities are excluded.

- State of Washington per diem rates can be found at <https://www.ofm.wa.gov/accounting/administrative-accounting-resources/travel>.
- Federal per diem rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

- C. Transportation. Reimbursement for transportation expenses shall occur at Consultant's cost, as follows:

- 1) Rental Car. Reimbursement shall be limited to vehicles which are reasonably necessary for the Consultant to perform its relevant duties while in travel status.
- 2) Public Transportation, Taxis, Transporter Services, etc. Limited to actual cost which is less than or equal to the cost of customary taxi charges, plus tip, not to exceed fifteen percent (15%). Charges are limited to business-related transactions only. Receipts are required.

EXHIBIT B
COMPENSATION SCHEDULE

- 3) Tolls & Parking. Receipts are required.
4. Meals & Incidentals. Consultant staff shall be paid the daily Washington State Per Diem rate for Spokane County for each calendar day the Consultant is in travel status.

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FIRST AMENDED PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between **Etter, McMahon, Lamberson, Van Wert & Oreskovich, P.C.** (“Consultant”) and the **Spokane Transit Authority** (“STA”), a Washington State municipal corporation; each individually referred to as “Party” and jointly referred to as “Parties”.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. SCOPE OF WORK

Unless stated otherwise in this Agreement, the Consultant will provide services, staff and otherwise do all things necessary for or incidental to the performance of **General Legal Counsel Services** (the “Work”) as described in the Scope of Work (“SOW”) attached hereto as Exhibit A and incorporated herein.

STA may modify the SOW whenever it shall be deemed necessary or advisable to do so. The Consultant shall accept such modifications when ordered in writing by STA and shall promptly execute an amendment to this Agreement therefor. If any such change causes an increase or decrease in the price of, or the time required for, performance of any part of the Work, an equitable adjustment shall be made in the compensation, delivery schedule or other terms.

2. TERM

The “Term” of this Agreement shall commence on August 12, 2022, and expire after two (2) years or the Consultant has earned the maximum compensation in accordance with Section 3, whichever occurs earlier, unless terminated sooner in accordance with Section 13 herein.

3. COMPENSATION

STA shall compensate Consultant for the performance of Work in accordance with the *Compensation Schedule* attached hereto as Exhibit C and incorporated herein. In no case shall compensation due Consultant exceed \$400,000.00 (four hundred thousand dollars and zero cents).

4. INVOICING

Consultant shall submit an original invoice to STA by the fifteenth (15th) of the month for the performance of Work during the immediately preceding month. The invoice shall (1) include sufficient detail to generally identify the Work performed; (2) include all substantiating documentation for expenses or subcontracted services; (3) identify a subtotal, if applicable; (4) identify separately applicable sales taxes, if any; (5) identify an invoice total; and (6) identify this Agreement number.

For any reimbursable or subconsultant expense, Consultant shall submit copies of receipts and/or subconsultant invoices to substantiate such expense.

STA shall not accept any invoice submitted by the Consultant which lacks sufficient detail or adequate documentation, as solely determined by STA. Any incomplete invoice shall be promptly returned to Consultant and the Consultant shall be required to resubmit said invoice complete with all necessary documentation to be considered for payment.

5. PAYMENT

Payment to Consultant shall be considered timely when issued within thirty (30) days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audits or otherwise, determined to have been improperly invoiced.

- A. Payment Does Not Imply Acceptance of Work. The granting of any progress payment or payments by STA, or the receipt thereof by the Consultant, shall not constitute in any sense acceptance of the Work performed by Consultant, or any portion thereof, and shall in no way lessen the liability of the Consultant to reperform Work which does not conform to this Agreement, though the character of such Work may not have been apparent or detected at the time such payment was made.
- B. Prompt Payment of Subconsultants. The Consultant is required to make payment to subconsultants within thirty (30) days from the receipt of each payment the Consultant receives from STA for satisfactorily completed subconsultant work, whether such payment is a progress or final payment. If payment disputes arise between the Consultant and its subconsultants, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to small business subconsultants. The Consultant shall specify in its subcontract agreement what dispute resolution method will be used. In addition, the Consultant will not be paid for subconsultants' work unless the Consultant can show that a prompt payment method for its subconsultants is in place. The Consultant shall be required to provide copies of its subcontracts to STA showing inclusion of these provisions. STA may withhold the applicable sum due a subconsultant for non-compliance with this section.

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 email, addressed to the Parties' representatives 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.

Consultant	Spokane Transit Authority
Megan C. Clark Partner Etter, McMahon, Lamberson, Van Wert & Oreskovich, P.C. 618 W Riverside Ave Ste 210 Spokane, WA 99201 E: mclark@ettermcmahon.com	Spokane Transit Authority Attn: Contracts 1230 W Boone Ave Spokane, WA 99201 E: contracts@spokanetransit.com

7. COMMUNICATIONS

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

Consultant	Spokane Transit Authority
Megan C. Clark Partner Etter, McMahon, Lamberson, Van Wert & Oreskovich, P.C. 618 W Riverside Ave Ste 210 Spokane, WA 99201 E: mclark@ettermcmahon.com P: (509) 747-9100	E. Susan Meyer Chief Executive Officer Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: smeyer@spokanetransit.com P: (509) 325-6095
	Submit invoices to: Dana Infalt Executive Assistance to the CEO Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: dinfalt@spokanetransit.com P: (509) 325-6096

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by email, addressed to the Parties' representatives set forth above, or as may be revised by written notice in accordance with Section 6 of this Agreement.

8. INSURANCE

- A. Minimum Scope of Insurance. For the duration of this Agreement, Consultant shall procure and maintain, at its sole expense, commercial insurance against claims for injuries to persons or damage to property that may arise from or in connection with the Consultant's work, including the delivery of goods and/or services, and the work of the Consultant's agents, representatives, employees, subcontractors or subconsultants as required herein:

- 1) General Liability. Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, per project (ISO CG 25 03 or 25 04). Coverage shall include, but is not limited to, bodily injury, personal injury, advertising injury, blanket contractual liability, products and completed operations, and property damage.
 - 2) Automobile Liability. Commercial Automobile Liability insurance with coverage at least as broad as Insurance Services Office form CA 00 01, including coverage for any owned, hired, non-owned or rented automobile with minimum limits of \$1,000,000 combined single limit, each accident, for bodily injury and property damage.
 - 3) Professional Liability. Commercial Professional Liability insurance with minimum limits of \$2,000,000 per claim and \$4,000,000 in the aggregate. Any policy inception date, continuity date or retroactive date must be before the effective date of this Agreement. Coverage shall be maintained, or the policy shall include an “extended reporting period”, for a minimum of three (3) years following expiration of this Agreement or STA’s final acceptance of the Work, whichever occurs later.
 - 4) Umbrella Liability. Umbrella Liability insurance with coverage at least as broad as the primary coverages set forth above, except Professional Liability, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Such policy shall include the following terms & conditions:
 - a) A drop-down feature requiring the policy to respond if any primary insurance that would have otherwise applied proves to be uncollectible in whole or in part for any reason;
 - b) Pay on behalf of wording as opposed to reimbursement;
 - c) Concurrency of effective dates with primary policies;
 - d) Policies shall “follow form” to the underlying primary policies; and
 - e) Insureds under primary policies shall also be insureds under the Umbrella policy with no additional restrictions.
 - 5) Worker’s Compensation. Statutory requirements for Consultant’s state of residency. When Work is performed in the State of Washington, coverage as required by Chapter 51 RCW of the State of Washington.
- B. Insurance Rating. Insurance is to be underwritten by insurers licensed to provide insurance in the State of Washington with a current A.M. Best rating of not less than A:VII.
- C. Additional Insured. Consultant’s General Liability and Automobile Liability policies shall be endorsed using Insurance Services Office form GC 20 10 naming STA, its officials, officers, directors, employees and agents as additional insureds under such policies.
- D. Deductible. Consultant is responsible for the payment of any deductible or approved self-insured retention that is required by any of Consultant’s insurance. If STA is required to contribute to the deductible under any of Consultant’s insurance policies, the Consultant shall reimburse STA the full amount of STA’s contribution to the deductible. Consultant’s deductible for each insurance

policy required herein shall be limited to no more than ten percent (10%) of the policy occurrence limit.

- E. Self-Insured Retention. Any self-insured retentions must be declared to and approved by STA prior to execution of this Agreement. STA reserves the right to require that self-insured retentions be lowered, eliminated or replaced by a deductible. Self-insurance or self-insured retentions will not be considered to comply with these specifications unless approved in writing by STA.
- F. Primary & Noncontributory. It is the intent of this Agreement for the Consultant's insurance to be considered primary and noncontributory in the event of a loss, damage or suit. STA's own comprehensive general liability policy will be considered excess coverage in respect to STA. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as would be achieved under a standard ISO separation of insureds clause.
- G. Waiver of Subrogation. All insurance coverages maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against STA, its elected and appointed officers, agents, officials, employees and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against STA and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- H. Verification of Coverage. Within five (5) days of execution of this Agreement, or prior to commencement of any work, whichever occurs earlier, the Contractor shall furnish evidence of insurance in the form of a Certificate of Insurance, and associated amendatory endorsements, for coverages required herein. Should the Term of this Agreement exceed the term of any of Contractor's policies, the Contractor shall submit a Certificate of Insurance evidencing continuation of such policies to STA prior to said policies' expiration. STA reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.
- I. Notice of Cancellation. The Consultant must provide written notification to STA for any cancellation, suspension or material change in Consultant's coverage at least thirty (30) days in advance of such cancellation, suspension or material change.
- J. Subconsultant Coverage. The Consultant shall ensure and require its subconsultants of any tier have insurance coverage equal to, or greater than, the requisite coverages specified herein.
- K. Limit of Liability. STA's specification or approval of insurances and/or minimum amounts required herein shall not relieve or decrease the liability of the Consultant. Coverages and amounts are the minimum to be provided and are not limitations of liability under this Agreement, indemnification or applicable law provisions. The Consultant may, at its sole expense, procure and maintain additional coverage and/or greater amounts of coverage.
- L. Damages. If STA is damaged by the failure of the Consultant to maintain any of the above insurance or to so notify STA in accordance with this Section 8, the Consultant shall bear all costs attributable thereto. STA may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver of any requirement herein.
- M. Right of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, STA has the right, but not the duty, to obtain the insurance it deems necessary. Any premium paid by STA will be promptly

reimbursed by Consultant, or STA shall withhold amounts sufficient to pay premium from Consultant payments.

- N. Submittals. Any communication, submittal or notice required in this Section shall be submitted to coi@spokanetransit.com.

9. INDEMNIFICATION

To the maximum extent provided by law, the Consultant shall indemnify and hold STA, its officers, directors, employees, agents and volunteers harmless from any and all claims, demands, penalties, damages, losses, suits, including death, bodily injury or property damage, including attorneys' fees and court costs, arising out of or resulting from the acts, errors or omissions of the Consultant, its officers, directors, employees and agents in its performance under this Agreement, except for claims caused by the sole negligence of STA. In the event that any claims, investigations, demands, suits, actions or lawsuits arise out of any of the aforesaid acts, errors or omissions, the Consultant shall assume all costs of defending such claims, suits, actions or lawsuits, including legal fees incurred by STA, any penalties imposed on STA or the Consultant, and all judgments that may be obtained against STA, or any of its officers, directors, employees and agents in such suits.

To the maximum extent provided by law, STA shall defend, indemnify and hold the Consultant, its officers, directors, employees and agents harmless from any and all claims, demands, penalties, damages, losses, suits, including death, bodily injury or property damage, including attorneys' fees and court costs, arising out of or resulting from the acts, errors or omissions of STA, its officers, directors, employees and agents in its performance under this Agreement, except for claims caused by the sole negligence of the Consultant.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

STA's inspection or acceptance of the Work shall not be grounds to void any of these covenants of indemnification. STA is authorized to withhold or offset any fees owing the Consultant as a result of this indemnification.

10. INDEPENDENT CAPACITY

- A. The Consultant is considered an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of STA, nor shall the Consultant be eligible for any employee benefits. During the course of this Agreement, the Consultant shall be responsible and exercise full control over the method, manner and means of performing the Scope of Work.
- B. Employees. The employees or agents of each Party to this Agreement will continue to be employees or agents of that Party and will not be considered for any purpose to be employees or agents of any other Party.

- C. No Partnership and No Third-Party Beneficiaries. It is agreed by the Parties that this Agreement does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in a third party.

11. PRECEDENCE

Any conflict or inconsistency in this Agreement shall be resolved by giving the Agreement documents precedence in the following order:

- A. Agreement Amendments in descending order;
- B. Executed Agreement, Attachments and Exhibits;
- C. Scope of Work.

12. DISPUTE RESOLUTION

Disputes arising in the performance of this Agreement which are not resolved by agreement of the Parties shall be decided in writing by STA's Contracts Compliance Specialist II, or their designee. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to STA's Chief Executive Officer. In connection with said appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of its obligations under this Agreement while matters in dispute are being resolved. The final decision of STA's Chief Executive Officer shall be binding upon STA's Contract Compliance Specialist II, or their designee and the Consultant, and the Parties shall abide by the decision.

13. TERMINATION

- A. Convenience. STA may terminate this Agreement, in whole or in part, at any time and for any reason. Termination shall be effected by serving a Notice of Termination ("NOT") in accordance with Section 6 of this Agreement, setting forth the effective date of termination. Consultant shall be paid its costs, in accordance with the terms of this Agreement, through the effective date of termination. If Consultant has any property in its possession belonging to STA, Consultant will account for the same and return it to STA or dispose of it in the manner STA directs.
- B. Default, Breach or Cause. Any Party may terminate this Agreement for default, breach or cause in the event a Party fails to perform a material obligation under, or fails to comply with any provision of, this Agreement. Termination shall be effected by serving a NOT in accordance with Section 6 of this Agreement, setting forth the manner in which the Party is in default or breach and the effective date of termination. Termination shall not take effect if the default or breach has been cured within ten (10) calendar days after the date of NOT. STA reserves the right to permit Consultant to establish a new performance or delivery schedule and allow Consultant to continue Work, or revise such termination as a termination for convenience.
- C. Waiver of Default or Breach. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such by written instrument signed by the parties hereto.

14. FORCE MAJEURE

In the event that any Party's obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, weather event, pandemic, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, measures of governmental authority including but not limited to any temporary law ordinance, health directive, rule, regulation, travel or movement restriction, or limitation on the size of gatherings implemented by the local health department, board, or officer in the jurisdiction where the event is to be held, the Washington State Department of Health, the Governor of the State of Washington, the Washington State Military Department, the United States Department of Health & Human Services, the United States Centers for Disease Control and Prevention or any other Local, State, or Federal Public Health Agency which adversely affects the ability of either party to perform its obligations under this Agreement, pandemics, viral or communicable disease outbreak, quarantine, or any other cause beyond the reasonable control of any Party, then the Parties shall be released from performance under this Agreement. The Parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

15. CIVIL RIGHTS

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132; and Federal transit law at 49 USC § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, age or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:
- 1) Race, Color, Creed, National Origin, Sex, Sexual Orientation, Gender Identity. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit law at 49 USC § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Dept. of Labor (U.S. DOL) regulations, *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*, 41 CFR, Parts 60 *et seq.*, (which implement Executive Order No.11246, *Equal Employment Opportunity*, as amended by Executive Order No. 13672. *Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity* 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of this project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, sexual orientation, gender identity or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- 2) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623, and Federal transit law at 49 USC § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 3) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, *Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act*, 29 CFR, Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 4) The Consultant agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

16. QUALIFIED TO DO BUSINESS

Consultant represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

17. COMPLIANCE WITH LAWS

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

18. GOVERNING LAW & VENUE

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

19. INTERPRETATION

As a further condition of this Agreement, STA and the Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party. In the event that any Party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of this Agreement, the prevailing Party shall be entitled to recover from the other Party all expenses which it may reasonably incur in taking such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

20. ENTIRE AGREEMENT

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

21. MODIFICATION

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

22. SEVERABILITY

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

23. SUCCESSORS & ASSIGNS

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

24. ANTI-KICKBACK

No officer or employee of STA or Consultant, 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.

25. CONFLICT OF INTEREST

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

- A. the employee, officer or agent;
- B. any member of his/her immediate family;
- C. his or her partner; or
- D. an organization which employs, or is about to employ, any employee, officer or agent of STA
- E. has a financial or other interest in the firm selected for award.

26. EMPLOYEE SOLICITATION

Consultant, without the consent of STA, shall not directly or indirectly solicit, influence, entice or hire or attempt to solicit, influence, entice or hire any employee of STA to: (a) cease employment with STA; or (b) do business related to a business connected with the Consultant's business during this Agreement and for a period of three (3) years from the date on which the Agreement terminates, or the work is

accepted by STA, whichever is earlier. STA's employee shall be deemed to be related to or connected with a Consultant if such STA employee becomes (a) a partner in a general or limited partnership or employee of a partnership; or (b) a shareholder, officer, employee or director of a corporation, member, consultant or agent for the Consultant or any of Consultant's affiliates, subsidiaries or connected business. This Section shall survive the termination of this Agreement. This Agreement is not restricted to any geographical area.

Consultant recognizes and acknowledges that STA's employees may receive training and other benefits from its contractual relationship with STA because of STA's assignment of employees to work in connection with Consultant's Agreement. Consultant agrees the restrictions on soliciting, influencing, enticing or hiring STA employees are reasonable.

27. TRADEMARKS AND LOGOS

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

28. PUBLIC RECORDS ACT

The Consultant understands and acknowledges that STA is a municipal corporation of the State of Washington subject to the "Public Records Act", RCW 42.56 *et seq.*

Consultant understands and agrees that the records it obtains or produces under this Agreement may be public records under the Public Records Act, or its successor act. The Consultant shall cooperate in a timely manner with STA in responding to a public records request ("PRR") related to this Agreement or the services provided under this Agreement. Such cooperation shall include searching all records regarding the Work and producing all records that are potentially responsive to a PRR to STA. Consultant shall mark and segregate all materials in its possession that may be protected by the Public Records Act to protect against inadvertent disclosure of such documents and to facilitate STA's application of allowable Public Records Act exemptions. Consultant shall not charge STA for the time spent gathering and producing records pursuant to a PRR.

29. AUDIT/RECORDS

The Consultant shall maintain for a minimum of six (6) years following expiration of this Agreement or final payment, whichever occurs later, all records related to its performance of this Agreement. STA may audit any Consultant record related to this Agreement for any reason and the Consultant shall provide copies of and/or access to, at reasonable times, any such record upon request by STA. The Consultant shall provide access to authorized representatives of the Washington State Auditor's Office at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to this Agreement, the federal law shall prevail.

Records and other documents, in any medium, furnished by any Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. Subject to Section 28 of this Agreement, the receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.

30. COUNTERPARTS

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

31. ELECTRONIC SIGNATURES

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

[signatures on the following page]

32. 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.

**Etter, McMahon, Lamberson,
Van Wert & Oreskovich, P.C.**

Spokane Transit Authority

Megan Clark

E Susan Meyer

By: Megan C. Clark

By: E. Susan Meyer

Title: Partner

Title: Chief Executive Officer

Aug 1, 2023

Aug 1, 2023

Date: _____

Date: _____

Attest:

Robert West

Robert West

Contract Compliance Specialist II

For

By: Dana Infalt

Title: Clerk of the Authority

Aug 2, 2023

Date: _____

EXHIBIT A
SCOPE OF WORK

1. DESCRIPTION

Act as general legal counsel to the STA Board of Directors and the CEO or his/her designees. Legal counsel will provide advice and interpretation of municipal corporation laws and federal and state laws as well as local statutes and ordinances.

2. TYPICAL DUTIES

- A. Provide general legal advice.
- B. Review and approve monthly Board and committee agendas and action/information items to be considered by the STA Board of Directors.
- C. Attend monthly meetings of the STA Board of Directors and committees (as requested), work sessions and meetings with the Board and/or STA staff as required.
- D. Maintain knowledge of applicable laws and regulations, current case law and relevant issues affecting STA. Communicate such laws, regulations and issues and the potential impacts of each to STA.
- E. Proactively identify potential issues that could impact STA.
- F. Maintain knowledge of Federal Transit Administration (FTA) regulations and rulemaking that impact STA.
- G. Respond to inquiries from authorized STA administrative staff within four hours of initial contact with firm.
- H. At STA's request, train STA staff and/or the Board on issues that may impact STA.
- I. Review, consult, edit and provide guidance on procurement solicitations and contracts as needed.
- J. Assist STA in federal and state grant application compliance as needed.
- K. Represent, coordinate and/or support, as required, litigation/defense counsel.
- L. Report to and receive assignments from the Board, the Chief Executive Officer or his/her designated representatives. Legal counsel also is authorized to respond to inquiries from individual members of the STA Board of Directors related to STA's existing governance and policies and procedures, or for other matters authorized by the Board.
- M. Ensure STA compliance with State of Washington Open Public Meetings Act and the Public Records Act and provide training and guidance when/where applicable.
- N. Any other matters that may arise from time to time in the scope of STA's operations.

EXHIBIT B
COMPENSATION SCHEDULE

1. Consultant Compensation. Consultant shall be compensated for the performance of Work in accordance with the following hourly rates, billed in one-tenth (1/10) per hour increments.

Description	Hourly Rate
Principal Attorney	\$285.00
Associate Attorney	\$220.00
Legal Assistant	\$90.00
Intern	\$80.00

2. Consultant Expenses. Except as otherwise provided below, direct expenses incurred, including subconsultant expenses, by Consultant in the performance of Work shall be reimbursed without markup.

Description	Rate
Photocopy, B&W	\$.10/copy
Photocopy, Color	\$.25/copy

3. Consultant Travel. Consultant travel expenses for on-demand services shall be reimbursed to Consultant at actual cost, except as noted otherwise below. Receipts are required unless noted otherwise. The Consultant should exercise sound business judgement when incurring costs during travel status and select the most economical option to STA.

- A. Airfare. Reimbursement shall be limited to the cost of coach-class airfare. Charges in excess of coach class fare shall be borne by the Consultant.

- 1) Change Fees. Change fees, if any, shall be reimbursed if changes to Consultant's schedule are necessitated by STA.

- 2) Baggage. Baggage charges for up to two (2) bags per individual.

- B. Lodging. Reimbursement shall be limited to Washington State Per Diem rates for lodging within Washington State or the federal lodging per diem rate for locations outside of the State of Washington (the "government rate") in effect on the date(s) of travel, plus applicable taxes and mandated fees. All other charges, including but not limited to, personal telephone charges, room service, entertainment and tips or gratuities are excluded.

- State of Washington per diem rates can be found at <https://www.ofm.wa.gov/accounting/administrative-accounting-resources/travel>.

- Federal per diem rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

- C. Transportation. Reimbursement for transportation expenses shall occur at Consultant's cost, as follows:

- 1) Rental Car. Reimbursement shall be limited to vehicles which are reasonably necessary for the Consultant to perform its relevant duties while in travel status.

- 2) Public Transportation, Taxis, Transporter Services, etc. Limited to actual cost which is less than or equal to the cost of customary taxi charges, plus tip, not to exceed fifteen percent (15%). Charges are limited to business-related transactions only. Receipts are required.

EXHIBIT B
COMPENSATION SCHEDULE

- 3) Tolls & Parking. Receipts are required.
4. Meals & Incidentals. Consultant staff shall be paid the daily Washington State Per Diem rate for Spokane County for each calendar day the Consultant is in travel status.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between **Etter, McMahon, Lamberson, Van Wert & Oreskovich, P.C.** (“Consultant”) and the **Spokane Transit Authority** (“STA”), a Washington State municipal corporation; each individually referred to as “Party” and jointly referred to as “Parties”.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. SCOPE OF WORK

Unless stated otherwise in this Agreement, the Consultant will provide services, staff and otherwise do all things necessary for or incidental to the performance of **General Legal Counsel Services** (the “Work”) as described in the Scope of Work (“SOW”) attached hereto as Exhibit A and incorporated herein.

STA may modify the SOW whenever it shall be deemed necessary or advisable to do so. The Consultant shall accept such modifications when ordered in writing by STA and shall promptly execute an amendment to this Agreement therefor. If any such change causes an increase or decrease in the price of, or the time required for, performance of any part of the Work, an equitable adjustment shall be made in the compensation, delivery schedule or other terms.

2. TERM

The “Term” of this Agreement shall commence on August 12, 2022, and expire after one (1) year or the Consultant has earned the maximum compensation in accordance with Section 3, whichever occurs earlier, unless terminated sooner in accordance with Section 13 herein.

3. COMPENSATION

STA shall compensate Consultant for the performance of Work in accordance with the *Compensation Schedule* attached hereto as Exhibit C and incorporated herein. In no case shall compensation due Consultant exceed \$200,000.00 (two hundred thousand dollars and zero cents).

4. INVOICING

Consultant shall submit an original invoice to STA by the fifteenth (15th) of the month for the performance of Work during the immediately preceding month. The invoice shall (1) include sufficient detail to generally identify the Work performed; (2) include all substantiating documentation for expenses or subcontracted services; (3) identify a subtotal, if applicable; (4) identify separately applicable sales taxes, if any; (5) identify an invoice total; and (6) identify this Agreement number.

For any reimbursable or subconsultant expense, Consultant shall submit copies of receipts and/or subconsultant invoices to substantiate such expense.

STA shall not accept any invoice submitted by the Consultant which lacks sufficient detail or adequate documentation, as solely determined by STA. Any incomplete invoice shall be promptly returned to Consultant and the Consultant shall be required to resubmit said invoice complete with all necessary documentation to be considered for payment.

5. PAYMENT

Payment to Consultant shall be considered timely when issued within thirty (30) days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audits or otherwise, determined to have been improperly invoiced.

- A. Payment Does Not Imply Acceptance of Work. The granting of any progress payment or payments by STA, or the receipt thereof by the Consultant, shall not constitute in any sense acceptance of the Work performed by Consultant, or any portion thereof, and shall in no way lessen the liability of the Consultant to reperform Work which does not conform to this Agreement, though the character of such Work may not have been apparent or detected at the time such payment was made.
- B. Prompt Payment of Subconsultants. The Consultant is required to make payment to subconsultants within thirty (30) days from the receipt of each payment the Consultant receives from STA for satisfactorily completed subconsultant work, whether such payment is a progress or final payment. If payment disputes arise between the Consultant and its subconsultants, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to small business subconsultants. The Consultant shall specify in its subcontract agreement what dispute resolution method will be used. In addition, the Consultant will not be paid for subconsultants' work unless the Consultant can show that a prompt payment method for its subconsultants is in place. The Consultant shall be required to provide copies of its subcontracts to STA showing inclusion of these provisions. STA may withhold the applicable sum due a subconsultant for non-compliance with this section.

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 email, addressed to the Parties' representatives 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.

Consultant	Spokane Transit Authority
Megan C. Clark Partner Etter, McMahon, Lamberson, Van Wert & Oreskovich, P.C. 618 W Riverside Ave Ste 210 Spokane, WA 99201 E: mclark@ettermcmahon.com P: (509) 747-9100	Contracts Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: contracts@spokanetransit.com P: (509) 325-6000

7. COMMUNICATIONS

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

Consultant	Spokane Transit Authority
Primary: Megan C. Clark Partner Etter, McMahon, Lamberson, Van Wert & Oreskovich, P.C. 618 W Riverside Ave Ste 210 Spokane, WA 99201 E: mclark@ettermcmahon.com P: (509) 747-9100 C: (562) 233-1008	E. Susan Meyer Chief Executive Officer Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: smeyer@spokanetransit.com P: (509) 325-6095
Secondary: Michael F. Connelly Partner Etter, McMahon, Lamberson, Van Wert & Oreskovich, P.C. 618 W Riverside Ave Ste 210 Spokane, WA 99201 E: mfc@ettermcmahon.com P: (509) 747-9100 C: (509) 723-3883	Submit invoices to: Dana Infalt Executive Assistance to the CEO Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: dinfalt@spokanetransit.com P: (509) 325-6096

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by email, addressed to the Parties' representatives set forth above, or as may be revised by written notice in accordance with Section 6 of this Agreement.

8. INSURANCE

- A. Minimum Scope of Insurance. For the duration of this Agreement, Consultant shall procure and maintain, at its sole expense, commercial insurance against claims for injuries to persons or damage to property that may arise from or in connection with the Consultant's work, including the delivery of goods and/or services, and the work of the Consultant's agents, representatives, employees, subcontractors or subconsultants as required herein:
- 1) General Liability. Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, per project (ISO CG 25 03 or 25 04). Coverage shall include, but is not limited to, bodily injury, personal injury, advertising injury, blanket contractual liability, products and completed operations, property damage, and hired & non-owned automobile property damage.
 - 2) Professional Liability. Commercial Professional Liability insurance with minimum limits of \$5,000,000 per claim and \$5,000,000 in the aggregate. Any policy inception date, continuity date or retroactive date must be before the effective date of this Agreement. Coverage shall be maintained, or the policy shall include an "extended reporting period", for a minimum of three (3) years following expiration of this Agreement or STA's final acceptance of the Work, whichever occurs later.
 - 3) Worker's Compensation. Statutory requirements for Consultant's state of residency. When Work is performed in the State of Washington, coverage as required by Chapter 51 RCW of the State of Washington.
- B. Insurance Rating. Insurance is to be underwritten by insurers licensed to provide insurance in the State of Washington with a current A.M. Best rating of not less than A:VII.
- C. Additional Insured. Consultant's General Liability policy shall be endorsed using Insurance Services Office form GC 20 10 naming STA, its officials, officers, directors, employees and agents as additional insureds under such policies.
- D. Deductible. Consultant is responsible for the payment of any deductible or approved self-insured retention that is required by any of Consultant's insurance. If STA is required to contribute to the deductible under any of Consultant's insurance policies, the Consultant shall reimburse STA the full amount of STA's contribution to the deductible. Consultant's deductible for each insurance policy required herein shall be limited to no more than ten percent (10%) of the policy occurrence limit.
- E. Self-Insured Retention. Any self-insured retentions must be declared to and approved by STA prior to execution of this Agreement. STA reserves the right to require that self-insured retentions be lowered, eliminated or replaced by a deductible. Self-insurance or self-insured retentions will not be considered to comply with these specifications unless approved in writing by STA.
- F. Primary & Noncontributory. It is the intent of this Agreement for the Consultant's insurance to be considered primary and noncontributory in the event of a loss, damage or suit. STA's own comprehensive general liability policy will be considered excess coverage in respect to STA. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as would be achieved under a standard ISO separation of insureds clause.

- G. Waiver of Subrogation. Consultant hereby waives its own right of recovery against STA and shall require similar written express waivers from each of its subconsultants, except as set forth in Section 9, Indemnification, below.
- H. Verification of Coverage. Within five (5) days of execution of this Agreement, or prior to commencement of any work, whichever occurs earlier, the Contractor shall furnish evidence of insurance in the form of a Certificate of Insurance, and associated amendatory endorsements, for coverages required herein. Should the Term of this Agreement exceed the term of any of Contractor's policies, the Contractor shall submit a Certificate of Insurance evidencing continuation of such policies to STA prior to said policies' expiration. STA reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.
- I. Notice of Cancellation. The Consultant must provide written notification to STA for any cancellation, suspension or material change in Consultant's coverage at least thirty (30) days in advance of such cancellation, suspension or material change.
- J. Subconsultant Coverage. The Consultant shall ensure and require its subconsultants of any tier have insurance coverage equal to, or greater than, the requisite coverages specified herein.
- K. Limit of Liability. STA's specification or approval of insurances and/or minimum amounts required herein shall not relieve or decrease the liability of the Consultant. Coverages and amounts are the minimum to be provided and are not limitations of liability under this Agreement, indemnification or applicable law provisions. The Consultant may, at its sole expense, procure and maintain additional coverage and/or greater amounts of coverage.
- L. Damages. If STA is damaged by the failure of the Consultant to maintain any of the above insurance or to so notify STA in accordance with this Section 8, the Consultant shall bear all costs attributable thereto. STA may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver of any requirement herein.
- M. Right of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, STA has the right, but not the duty, to obtain the insurance it deems necessary. Any premium paid by STA will be promptly reimbursed by Consultant, or STA shall withhold amounts sufficient to pay premium from Consultant payments.
- N. Submittals. Any communication, submittal or notice required in this Section shall be submitted to coi@spokanetransit.com.

9. INDEMNIFICATION

To the maximum extent provided by law, the Consultant shall defend, indemnify and hold STA, its officers, directors, employees, agents and volunteers harmless from any and all claims, demands, penalties, damages, losses, suits, including death, bodily injury or property damage, including attorneys' fees and court costs, arising out of or resulting from the acts, errors or omissions of the Consultant, its officers, directors, employees and agents in its performance under this Agreement, except for claims caused by the sole negligence of STA.

To the maximum extent provided by law, STA shall defend, indemnify and hold the Consultant, its officers, directors, employees and agents harmless from any and all claims, demands, penalties, damages, losses, suits, including death, bodily injury or property damage, including attorneys' fees and

court costs, arising out of or resulting from the acts, errors or omissions of STA, its officers, directors, employees and agents in its performance under this Agreement, except for claims caused by the sole negligence of the Consultant.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

STA's inspection or acceptance of the Work shall not be grounds to void any of these covenants of indemnification. STA is authorized to withhold or offset any fees owing the Consultant as a result of this indemnification.

10. INDEPENDENT CAPACITY

- A. The Consultant is considered an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of STA, nor shall the Consultant be eligible for any employee benefits. During the course of this Agreement, the Consultant shall be responsible and exercise full control over the method, manner and means of performing the Scope of Work.
- B. Employees. The employees or agents of each Party to this Agreement will continue to be employees or agents of that Party and will not be considered for any purpose to be employees or agents of any other Party.
- C. No Partnership and No Third-Party Beneficiaries. It is agreed by the Parties that this Agreement does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in a third party.

11. PRECEDENCE

Any conflict or inconsistency in this Agreement shall be resolved by giving the Agreement documents precedence in the following order:

- A. Agreement Amendments in descending order;
- B. Executed Agreement, Attachments and Exhibits;
- C. Scope of Work.

12. DISPUTE RESOLUTION

Disputes arising in the performance of this Agreement which are not resolved by agreement of the Parties shall be decided in writing by STA's Contracts Compliance Specialist. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to STA's Chief Executive Officer. In connection with said appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of its obligations under this Agreement while matters in dispute

are being resolved. The final decision of STA's Chief Executive Officer shall be binding upon STA's Contract Compliance Specialist and the Consultant, and the Parties shall abide by the decision, subject to other appeals allowed by applicable law.

13. TERMINATION

A. Convenience. STA may terminate this Agreement, in whole or in part, at any time and for any reason. Termination shall be effected by serving a Notice of Termination ("NOT") in accordance with Section 6 of this Agreement, setting forth the effective date of termination. Consultant shall be paid its costs, in accordance with the terms of this Agreement, through the effective date of termination. If Consultant has any property in its possession belonging to STA, Consultant will account for the same and return it to STA or dispose of it in the manner STA directs.

Consultant may terminate this Agreement for convenience upon written agreement of the Parties.

B. Default, Breach or Cause. Any Party may terminate this Agreement for default, breach or cause in the event a Party fails to perform a material obligation under, or fails to comply with any provision of, this Agreement. Termination shall be effected by serving a NOT in accordance with Section 6 of this Agreement, setting forth the manner in which the Party is in default or breach and the effective date of termination. Termination shall not take effect if the default or breach has been cured within ten (10) calendar days after the date of NOT. STA reserves the right to permit Consultant to establish a new performance or delivery schedule and allow Consultant to continue Work, or revise such termination as a termination for convenience.

C. Waiver of Default or Breach. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such by written instrument signed by the parties hereto.

14. FORCE MAJEURE

In the event that any Party's obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, weather event, pandemic, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, measures of governmental authority including but not limited to any temporary law ordinance, health directive, rule, regulation, travel or movement restriction, or limitation on the size of gatherings implemented by the local health department, board, or officer in the jurisdiction where the event is to be held, the Washington State Department of Health, the Governor of the State of Washington, the Washington State Military Department, the United States Department of Health & Human Services, the United States Centers for Disease Control and Prevention or any other Local, State, or Federal Public Health Agency which adversely affects the ability of either party to perform its obligations under this Agreement, pandemics, viral or communicable disease outbreak, quarantine, or any other cause beyond the reasonable control of any Party, then the Parties shall be released from performance under this Agreement. The Parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

15. CIVIL RIGHTS

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132; and Federal transit law at 49 USC § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, age or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:
- 1) Race, Color, Creed, National Origin, Sex, Sexual Orientation, Gender Identity. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit law at 49 USC § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Dept. of Labor (U.S. DOL) regulations, *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*, 41 CFR, Parts 60 *et seq.*, (which implement Executive Order No.11246, *Equal Employment Opportunity*, as amended by Executive Order No. 13672. *Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity* 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of this project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, sexual orientation, gender identity or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - 2) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623, and Federal transit law at 49 USC § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - 3) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, *Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act*, 29 CFR, Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - 4) The Consultant agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

16. QUALIFIED TO DO BUSINESS

Consultant represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

17. COMPLIANCE WITH LAWS

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

18. GOVERNING LAW & VENUE

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

19. INTERPRETATION

As a further condition of this Agreement, STA and the Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party. In the event that any Party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of this Agreement, the prevailing Party shall be entitled to recover from the other Party all expenses which it may reasonably incur in taking such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

20. ENTIRE AGREEMENT

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

21. MODIFICATION

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

22. SEVERABILITY

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

23. SUCCESSORS & ASSIGNS

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

24. ANTI-KICKBACK

No officer or employee of STA or Consultant, 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.

25. CONFLICT OF INTEREST

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

- A. the employee, officer or agent;
- B. any member of his/her immediate family;
- C. his or her partner; or
- D. an organization which employs, or is about to employ, any employee, officer or agent of STA
- E. has a financial or other interest in the firm selected for award.

26. EMPLOYEE SOLICITATION

Consultant, without the consent of STA, shall not directly or indirectly solicit, influence, entice or hire or attempt to solicit, influence, entice or hire any employee of STA to: (a) cease employment with STA; or (b) do business related to a business connected with the Consultant's business during this Agreement and for a period of three (3) years from the date on which the Agreement terminates, or the work is accepted by STA, whichever is earlier. STA's employee shall be deemed to be related to or connected with a Consultant if such STA employee becomes (a) a partner in a general or limited partnership or employee of a partnership; or (b) a shareholder, officer, employee or director of a corporation, member, consultant or agent for the Consultant or any of Consultant's affiliates, subsidiaries or connected business. This Section shall survive the termination of this Agreement. This Agreement is not restricted to any geographical area.

Consultant recognizes and acknowledges that STA's employees may receive training and other benefits from its contractual relationship with STA because of STA's assignment of employees to work in connection with Consultant's Agreement. Consultant agrees the restrictions on soliciting, influencing, enticing or hiring STA employees are reasonable.

27. TRADEMARKS AND LOGOS

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

28. PUBLIC RECORDS ACT

The Consultant understands and acknowledges that STA is a municipal corporation of the State of Washington subject to the “Public Records Act”, RCW 42.56 *et seq.*

Consultant understands and agrees that the records it obtains or produces under this Agreement may be public records under the Public Records Act, or its successor act. The Consultant shall cooperate in a timely manner with STA in responding to a public records request (“PRR”) related to this Agreement or the services provided under this Agreement. Such cooperation shall include searching all records regarding the Work and producing all records that are potentially responsive to a PRR to STA. Consultant shall mark and segregate all materials in its possession that may be protected by the Public Records Act to protect against inadvertent disclosure of such documents and to facilitate STA’s application of allowable Public Records Act exemptions. Consultant shall not charge STA for the time spent gathering and producing records pursuant to a PRR.

29. AUDIT/RECORDS

The Consultant shall maintain for a minimum of six (6) years following expiration of this Agreement or final payment, whichever occurs later, all records related to its performance of this Agreement. STA may audit any Consultant record related to this Agreement for any reason and the Consultant shall provide copies of and/or access to, at reasonable times, any such record upon request by STA. The Consultant shall provide access to authorized representatives of the Washington State Auditor’s Office at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to this Agreement, the federal law shall prevail.

Records and other documents, in any medium, furnished by any Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. Subject to Section 28 of this Agreement, the receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.

30. COUNTERPARTS

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

31. ELECTRONIC SIGNATURES

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

32. 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.

**Etter, McMahon, Lamberson,
Van Wert & Oreskovich, P.C.**

Spokane Transit Authority

Megan Clark

E. Susan Meyer

By: Megan C. Clark
Title: Partner
Date: Aug 24, 2022

By: E. Susan Meyer
Title: Chief Executive Officer
Date: Aug 25, 2022

Attest:

Dana Infalt

By: Dana Infalt
Title: Clerk of the Authority
Date: Aug 25, 2022

EXHIBIT A
SCOPE OF WORK

1. DESCRIPTION

Act as general legal counsel to the STA Board of Directors and the CEO or his/her designees. Legal counsel will provide advice and interpretation of municipal corporation laws and federal and state laws as well as local statutes and ordinances.

2. TYPICAL DUTIES

- A. Provide general legal advice.
- B. Review and approve monthly Board and committee agendas and action/information items to be considered by the STA Board of Directors.
- C. Attend monthly meetings of the STA Board of Directors and committees (as requested), work sessions and meetings with the Board and/or STA staff as required.
- D. Maintain knowledge of applicable laws and regulations, current case law and relevant issues affecting STA. Communicate such laws, regulations and issues and the potential impacts of each to STA.
- E. Proactively identify potential issues that could impact STA.
- F. Maintain knowledge of Federal Transit Administration (FTA) regulations and rulemaking that impact STA.
- G. Respond to inquiries from authorized STA administrative staff within four hours of initial contact with firm.
- H. At STA's request, train STA staff and/or the Board on issues that may impact STA.
- I. Review, consult, edit and provide guidance on procurement solicitations and contracts as needed.
- J. Assist STA in federal and state grant application compliance as needed.
- K. Represent, coordinate and/or support, as required, litigation/defense counsel.
- L. Report to and receive assignments from the Board, the Chief Executive Officer or his/her designated representatives. Legal counsel also is authorized to respond to STA-related inquiries from individual members of the STA Board of Directors.
- M. Ensure STA compliance with State of Washington Open Public Meetings Act and the Public Records Act and provide training and guidance when/where applicable.
- N. Any other matters that may arise from time to time in the scope of STA's operations.

EXHIBIT B
COMPENSATION SCHEDULE

1. Consultant Compensation. Consultant shall be compensated for the performance of Work in accordance with the following hourly rates, billed in one-tenth (1/10) per hour increments.

Description	Hourly Rate
Principal Attorney	\$285.00
Associate Attorney	\$220.00
Legal Assistant	\$90.00
Intern	\$80.00

2. Consultant Expenses. Except as otherwise provided below, direct expenses incurred, including subconsultant expenses, by Consultant in the performance of Work shall be reimbursed without markup.

Description	Rate
Photocopy, B&W	\$.10/copy
Photocopy, Color	\$.25/copy

3. Consultant Travel. Consultant travel expenses for on-demand services shall be reimbursed to Consultant at actual cost, except as noted otherwise below. Receipts are required unless noted otherwise. The Consultant should exercise sound business judgement when incurring costs during travel status and select the most economical option to STA.

- A. Airfare. Reimbursement shall be limited to the cost of coach-class airfare. Charges in excess of coach class fare shall be borne by the Consultant.

- 1) Change Fees. Change fees, if any, shall be reimbursed if changes to Consultant's schedule are necessitated by STA.

- 2) Baggage. Baggage charges for up to two (2) bags per individual.

- B. Lodging. Reimbursement shall be limited to Washington State Per Diem rates for lodging within Washington State or the federal lodging per diem rate for locations outside of the State of Washington (the "government rate") in effect on the date(s) of travel, plus applicable taxes and mandated fees. All other charges, including but not limited to, personal telephone charges, room service, entertainment and tips or gratuities are excluded.

- State of Washington per diem rates can be found at <https://www.ofm.wa.gov/accounting/administrative-accounting-resources/travel>.

- Federal per diem rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

- C. Transportation. Reimbursement for transportation expenses shall occur at Consultant's cost, as follows:

- 1) Rental Car. Reimbursement shall be limited to vehicles which are reasonably necessary for the Consultant to perform its relevant duties while in travel status.

- 2) Public Transportation, Taxis, Transporter Services, etc. Limited to actual cost which is less than or equal to the cost of customary taxi charges, plus tip, not to exceed fifteen percent (15%). Charges are limited to business-related transactions only. Receipts are required.

EXHIBIT B
COMPENSATION SCHEDULE

- 3) Tolls & Parking. Receipts are required.
4. Meals & Incidentals. Consultant staff shall be paid the daily Washington State Per Diem rate for Spokane County for each calendar day the Consultant is in travel status.

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 9A : CONNECT 2035 STRATEGIC PLAN UPDATE

REFERRAL COMMITTEE: n/a

SUBMITTED BY: Karl Otterstrom, Chief Planning & Development Officer
Mike Tresidder, Senior Transit Planner

SUMMARY: Staff will review activities completed in the past month and activities planned through the end of May 2024, as well as the June 5 Board workshop, all related to Phase 2 of the Connect 2035 strategic planning effort.

RECOMMENDATION TO BOARD: Receive report.

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 9B : 2025-2030 TRANSIT DEVELOPMENT PLAN: REVIEW FINANCIAL FORECAST

REFERRAL COMMITTEE: n/a

SUBMITTED BY: Monique Liard, Chief Financial Officer
Karl Otterstrom, Chief Planning & Development Officer

SUMMARY: Staff will provide an overview of the proposed financial forecast to be included in the draft Transit Development Plan: 2025-2030.

BACKGROUND: A major element of the state-required Transit Development Plan (TDP) is the Operating and Financial Projections.

The revenue and expenditure forecast assumptions to be included in the 2025-2030 Transit Development Plan were reviewed and discussed at the March 27, 2024, Planning & Development Committee and the April 18, 2024, Board of Directors meeting. The Board of Directors provided general support of these assumptions and staff compiled a draft financial forecast incorporating these assumptions.

RECOMMENDATION TO BOARD: Receive report.

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 10A : BOARD OPERATIONS COMMITTEE CHAIR REPORT

REFERRAL COMMITTEE: n/a

SUBMITTED BY: Al French, Committee & Board Chair

SUMMARY: A verbal report will be given at the Board meeting.

RECOMMENDATION TO BOARD: Receive Report.

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 11A: PLANNING & DEVELOPMENT COMMITTEE CHAIR REPORT

REFERRAL COMMITTEE: n/a

SUBMITTED BY: Pam Haley, Committee Chair

SUMMARY: A verbal report will be given at the Board meeting.

RECOMMENDATION TO BOARD: Receive Report.

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 12A : PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE
CHAIR REPORT

REFERRAL COMMITTEE: n/a

SUBMITTED BY: Josh Kerns, Committee Chair

SUMMARY: A verbal report will be given at the Board meeting.

RECOMMENDATION TO BOARD: Receive report.

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 14A : COMMITTEE MINUTES – INFORMATION

- Board Operations Committee
- Planning & Development Committee
- Performance Monitoring & External Relations Committee

REFERRAL COMMITTEE: N/A

SUBMITTED BY: Dana Infalt, Executive Assistant to CEO & Clerk of the Authority

SUMMARY: The approved minutes of the March 27th, 2024, Planning and Development and Performance Monitoring and External Relations Committee (April) meetings, as well as the April 10, 2024, Board Operations Committee meeting are attached.

RECOMMENDATION TO BOARD: Information only.

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

BOARD OPERATIONS COMMITTEE MEETING

Minutes of the April 10, 2024, Meeting

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

MEMBERS PRESENT

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

MEMBERS ABSENT

None

STAFF PRESENT

Brandon Rapez-Betty, Chief Operations Officer
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

STAFF ABSENT

None

PROVIDING LEGAL COUNSEL

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

1. CALL TO ORDER AND ROLL CALL

Chair French called the meeting to order at 1:31 p.m. and conducted roll call.

2. APPROVE COMMITTEE AGENDA

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

3. CHAIR'S COMMENTS

Chair French advised that he and Mr. Kerns will be in Washington D.C. next week, but they will join remotely for the Board meeting on April 18. Chair French requested Ms. Haley's assistance during the Board meeting as the Chair Pro Tem. Ms. Meyer will contact FTA's Sherry Little to setup a meeting with Chair French and Mr. Kerns while they are in Washington D.C.

4. COMMITTEE ACTION

A. March 13, 2024, Committee Minutes

Ms. Haley moved to approve the March 13, 2024, Committee meeting minutes as submitted, Mr. Dunne seconded, and the motion passed unanimously.

B. 2024 Board Operations Committee Work Program

Ms. Clark presented the 2024 Board Operations Committee Work Program, and the Committee discussed the program items. Mr. Dunne expressed appreciation for the development of the program. Mr. Zappone inquired about the organization and timeline of the CEO Performance Measures. Ms. Clark explained her recommendation regarding the Board reviewing its processes prior to the development of the CEO's Performance Measures. Mr. Zappone expressed his concern about the time that has passed since the CEO's Performance Measures have been updated. Mr. French responded and explained that COVID-19 contributed to the delay in this process. He expressed the Board's intent to return to this process and that the Board will complete a CEO review in 2024. The CEO's Performance Measures will be added to the program in either October or November 2024. Ms. Meyer will begin reporting meetings attended for the prior month in her CEO Report to the Board going forward. The Committee discussed the contract for STA's legal counsel. Ms. Meyer recommended extending the current contract for Ms. Clark. Chair French explained the history of STA's legal counsel and the challenge of finding legal counsel with experience in transit. The discussion regarding an extension of legal counsel's contract versus issuing an RFP will be taken to the Board.

5. COMMITTEE ACTION/DISCUSSION

A. Consent Agenda

i. Metropolitan Transportation Planning Agreement

Mr. Otterstrom presented the Metropolitan Transportation Planning Agreement to the Committee.

Ms. Haley moved to recommend the Board authorize, by motion, the CEO to execute a Metropolitan Transportation Planning Agreement between Spokane Transit, WSDOT, and SRTC in the form of the revised draft 314 Agreement, Mr. Dunne seconded, and the motion passed unanimously.

6. COMMITTEE CHAIR REPORTS

A. Pam Haley, Chair, Planning & Development (P&D)

Mr. Otterstrom shared the items presented at the Planning and Development Committee meeting on March 27, 2024.

B. Josh Kerns, Chair, Performance Monitoring & External Relations (PMER)

Mr. Kerns shared the items presented at the Performance Monitoring & External Relations Committee meeting on March 27, 2024. The Committee discussed the subject of Hydrogen-fueled buses. Mr. Ropez-Betty explained this will be discussed at the May 3rd Board workshop and that STA is monitoring agencies utilizing this technology. He also corrected a statement he made at the PMER Committee meeting on March 27, 2024. He shared at that meeting that if Initiative 2117 passes, it would eliminate the Clean Fuel Standard Program. Mr. Ropez-Betty clarified that the Low-Carbon Fuel Standard (LCFS) legislation is separate from the Climate Commitment Act, leaving the Clean Fuel Standard Program intact even with the passage of Initiative 2117.

7. BOARD OF DIRECTORS AGENDA APRIL 18, 2024

Ms. Meyer presented the Board of Directors Agenda. An item for “Connect 2035” will be added to the agenda. This is Mr. Otterstrom’s recurring monthly update. Chair French discussed additional bus pass programs with the Committee that he had recently discussed with Mr. Zappone. Mr. Zappone added that they also discussed potential promotional programs for the Expo anniversary celebration.

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

8. BOARD OPERATIONS COMMITTEE DRAFT AGENDA MAY 8, 2024

There were no questions or comments.

9. CEO REPORT

Ms. Meyer shared the March 2024 voter-approved sales tax revenues representing January 2024 sales. Ms. Meyer discussed the Annual Awards Banquet being held at Northern Quest Resort on Sunday, April 14, 2024, at 4:30 p.m. Chair French shared that Spokane County is seeing reduced sales tax revenues in new construction, RVs, and new vehicles.

10. NEW BUSINESS

There was no new business.

11. ADJOURN

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

Respectfully submitted,

Amie Blain

Amie Blain
Executive Assistant to the Chief Financial Officer

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

PLANNING & DEVELOPMENT COMMITTEE MEETING

Approved Minutes of the March 27, 2024, (April) Meeting

STA Northside Conference Room
Spokane Transit Authority, 1230 W. Boone Avenue, Spokane, WA
w/Virtual Public Viewing Option

MEMBERS PRESENT

Pam Haley, City of Spokane Valley – *Chair*
Kitty Klitzke, City of Spokane
Zack Zappone, City of Spokane
Chris Grover, Small Cities Representative
(Cheney), *Ex-Officio*
Dan Dunne, Small Cities Representative
(Liberty Lake)
E. Susan Meyer, Chief Executive Officer
Ex -Officio

MEMBERS ABSENT

Rhonda Bowers, Labor Representative
(*Non-voting*)
Dan Sander, Small Cities Representative
(Millwood) *Ex Officio*

STAFF PRESENT

Brandon Rapez-Betty, Chief Operations Officer
Karl Otterstrom, Chief Planning & Development
Officer
Monique Liard, Chief Financial Officer
Carly Cortright, Chief Communications & Customer
Service Officer
Vicki Clancy, Executive Assistant to the Chief
Planning & Development Officer

PROVIDING LEGAL COUNSEL

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

STAFF ABSENT

Nancy Williams, Chief Human Resources Officer

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

Chair Pam Haley called the meeting to order at 10:00 a.m. and Ms. Vicki Clancy conducted roll call.

2. **COMMITTEE CHAIR REPORT**

Chair Haley had nothing to report at this time.

3. **COMMITTEE ACTION**

A. **MINUTES OF THE MARCH 6, 2024, COMMITTEE MEETING**

Mr. Dan Dunne moved to approve the March 6, 2024, Planning & Development Committee meeting minutes. Chair Haley seconded, and the motion was approved unanimously.

4. **COMMITTEE ACTION**

A. **BOARD CONSENT AGENDA**

1. **ON-ROUTE CHARGING INFRASTRUCTURE GRANT APPROVAL**

Mr. Karl Otterstrom presented. The Federal Transit Administration (FTA) announced a notice of funding opportunity on February 8, 2024, for the Low or No (Low-No) Emission grant

program and the Bus and Bus Facilities grant program, to support the purchase or lease of transit buses as well as acquisition, construction, and leasing of required supporting facilities. Staff is seeking Board authorization to submit a grant application (above \$1M) to support on-route charging infrastructure. There is over \$1 billion in combined available funding under these two grant programs. Spokane Transit has a pending Capital Improvement Program (2025-2030 CIP) request for On-Route Charging Infrastructure which may be located near the West Central Community Center. The current cost estimate is \$4.9M; the opportunity here is to seek up to 80% of that project cost or \$3.92M through either the Low-No grant, or a Bus and Bus Facilities grant. The estimated cost for this project includes the charging infrastructure, the layover area, and adjustments to the road to accommodate the infrastructure and layover changes. While there are two separate programs, the funding opportunity is combined in one application process.

Mr. Otterstrom reiterated that because the On-Route Charging Infrastructure project is not yet in the CIP, Board approval is required prior to grant application submittal. Mr. Otterstrom emphasized the need for on-route charging to support the battery electric fleet, citing the increase in size of the electric fleet, as well as the variability of battery performance during the winter months. STA believes that increasing the amount of charging infrastructure in place will maximize the benefit and utility of battery electric buses. Mr. Otterstrom noted that the final grant requests will be refined as the process continues so the dollar amounts could change slightly by the time the grant is submitted in April.

West Central is a key location for on-route charging and allows STA to bring electric buses to West Central, as well as to Spokane Valley and Liberty Lake. The West Central neighborhood is located in a Justice40 census tract. The Justice40 initiative prioritizes federal funding to reach census tracts identified as disadvantaged due to environmental, climate and socioeconomic conditions. Routes involved provide an opportunity to improve air quality in neighborhoods or communities that have been marginalized or impacted by transportation projects in the past. Over the next few weeks STA will continue to conduct technical analysis working with CTE, to refine the location. The current candidate site is at West Central, but it could be anywhere along the prospective corridor or in Spokane Valley.

Mr. Dan Dunne moved to recommend the Board of Directors approve submittal of a grant application to the Low-No and Bus and Bus Facilities grant program for approximately \$3.92 million for the On-Route Charging Infrastructure project. Mr. Zack Zappone seconded, and the motion was approved unanimously.

B. BOARD DISCUSSION AGENDA – none

5. REPORTS TO COMMITTEE

A. CONNECT SPOKANE COMPREHENSIVE PLAN UPDATE: REVENUES AND FARES ELEMENT

Mr. Otterstrom provided a recap of the March committee meeting which included: a review of existing Revenues and Fares Element, discussion of Policy 2.2-Determination of Fixed Route Fares, and an introduction to the existing Policy 2.5 Low-income Fares as the topic for the next meeting.

The Connect Spokane Phase 2 Update was initiated in July 2023 consistent with the Planning & Development Committee's 2023 Work Program. A more detailed scope of work for the plan update was presented in September 2023. The elements requiring a more substantial review and possible update includes: communications and public input, transit equity and inclusion, revenues and fares. Mr. Otterstrom reviewed the Community Access Pass Program, the 2023 CAP Program Pass Sales and Usage, Other Transit Agency Needs-Based Fare Programs, Revenues and

Fares Element Conceptual Framework for Revisions, and Revisions Policy 2.0 Fares – New Policies/Policies Proposed for Recission. Minor updates will be brought forward this spring for: Fixed Route, High Performance Transit, Sustainability, Flexible Services, Paratransit, and Regional Transportation & Land Use.

While reviewing the 2023 CAP program pass sales versus the usage of the passes, Mr. Zappone inquired about asking organizations if they are distributing the passes, or why there is such a stockpile of pass inventory. Ms. Cortright responded that STA just finished a survey of the CAP participants and will be sharing that information in the future. Mr. Otterstrom provided data from needs-based fare programs implemented by other transit agencies. Mr. Dunne asked if the mechanics of the alternative systems are similar in terms of day-use cards. Mr. Otterstrom responded that in most cases they provide a fare card that substantiates eligibility for an extended time period (such as a year) and therefore it is different than a community access pass program. The CAP program allows a nonprofit to offer a card without need for identification or background checking; these other programs have the cards registered in the person's name so it cannot be turned around and sold. Mr. Dunne inquired about testing the CAP program compared to other eligibility-based criteria. Mr. Zappone asked about agencies that provided fully subsidized rides for a certain population and revisited the previous discussion surrounding advertising on buses. Discussion ensued. Staff will bring forward draft policy language in the coming months. Mr. Otterstrom reviewed updated milestones for revising *Connect Spokane*, which includes targeting full adoption in October 2024.

B. STA MOVING FORWARD: PROJECT DELIVERY AMENDMENT

Mr. Otterstrom provided a review of the March 6, 2024, Board workshop involving the Network Assessment activities within the Connect 2035 strategic planning efforts. Two pathways were identified at the workshop as next steps:

1. Completing STA Moving Forward/Near-Term Investments. Action Pathway: Update delivery plan and amendments to Moving Forward (*as needed*).
2. Improvement/Expansion Opportunities. Action Pathway: Connect 2035 Initiative Development and Evaluation (*Spring/Summer 2024*).

Mr. Otterstrom focused on the first pathway and provided the status of the Near-Term Investments and delivery of *STA Moving Forward*. In advancing pathway #1, the scope of three projects committed to in *STA Moving Forward* need to be amended. First, non-stop, peak-hour service between Spokane and Liberty Lake should be recognized as delivered, given that current demand does not justify an increase in service frequency. Second, the scope of the project to create more direct service between Logan and Lincon Heights neighborhoods in the City of Spokane is not justified with the demand profile assessed in the Network Assessment. Instead, staff recommend focusing the commitment on improving night and weekend service on Route 45 Perry District. Lastly, Appleway Station Park and Ride, the envisioned embodiment of the commitment for increased commuter parking capacity east of Sullivan Road, should focus on land acquisition. This focus reflects the long-term strategic location of such a facility, while recognizing realistic timelines for implementation and ridership demand.

Mr. Dunne commented that he highly values STA's responsiveness to objectives and actual outcomes. Mr. Otterstrom concluded his report with the next steps for the overall efforts of STA Moving Forward. The public hearing will take place at the May 16, 2024, STA Board meeting. The adoption, by resolution, of the plan amendments takes place at the June 20, 2024, STA Board meeting.

C. CONNECT 2035 STRATEGIC PLAN: PROPOSED OUTCOMES

Mr. Otterstrom presented the big takeaways from the March 6, 2024, Board Workshop. Mr. Otterstrom presented a background on the developing proposed outcomes which incorporated community feedback with STA's Organizational Priorities. These outcomes and priorities are rooted in the Goals and Strategies established during Phase 1. Mr. Otterstrom established the relationship between the goals, strategies, and proposed outcomes, and provided a more in-depth description of the qualitative and quantitative ways STA would measure them. The goal is to work through developing a list of initiatives, including the concepts identified through the Connect 2035 Network Assessment. Through Board, customer, community, employee, and business outreach, STA is beginning to compile a list of initiatives to talk about potential performance measures. The goal is to evaluate 'potential' initiatives through the summer and package the projects into the plan in the early fall. STA is anticipating three more Board workshops for the strategic planning project, to be held in June, July and September.

D. 2025-2030 TRANSIT DEVELOPMENT PLAN: TACTICAL FRAMEWORK

Mr. Otterstrom presented. As a step in the annual preparation of STA's Transit Development Plan (TDP), the Committee prepares and recommends to the Board of Directors a tactical framework that helps frame priorities to be included in the plan. These tactics are intended to support the strategic goals adopted in Phase 1 of *Connect 2035*. Mr. Otterstrom noted refinements to the draft framework since the previous committee meeting. Mr. Zappone questioned why there was nothing regarding the number of rides from community partnerships in the tactical framework. Mr. Otterstrom responded that the framework of the three goals of the TDP are a precursor to future planning. The work that Mr. Zappone was describing is going to largely be in *Connect 2035* in terms of new project initiatives. Mr. Dunne suggested putting together workshops for planning commissions to help better understand land use and how the planning commissions could improve the ability for transit to serve the community. Mr. Otterstrom stated that STA has reached out to the planning commissions to discuss *Connect 2035* and the overall Comprehensive Plan; Mr. Dunne's suggestion could be something to consider over a longer-term period.

E. 2025-2030 TRANSIT DEVELOPMENT PLAN: REVIEW PRELIMINARY AND EXPENDITURE FORECAST ASSUMPTIONS

Ms. Monique Liard presented the revenues and expenditure assumptions that inform how the financial forecast will be built. Ms. Liard presented data on historical revenue from voter-approved sales tax, and recent TDP assumptions. STA vets its assumption rate with Dr. Grant Forsyth, the Chief Economist at Avista. Various external, regional, and global factors represent risks to the assumptions. Ms. Liard covered the 2025 to 2030 TDP revenue forecast assumptions. Ms. Liard highlighted one large unknown in the TDP is initiative 2117; if passed, there would be a reduction in state grant funding. Ms. Liard provided background on expenditure assumptions. The annual budget is used as the baseline for operating expenses, and any incremental changes that are made to that budgetary baseline are reviewed as well. Ms. Liard concluded her report with the next steps for the forecast assumptions.

F. FACILITIES MASTER PLAN UPDATE: PROJECT OVERVIEW

In the interest of time, this item was deferred to report to the Board.

6. CEO REPORT

Ms. E. Susan Meyer presented the CEO Report:

Sales Tax Update: March 2024 Voter-Approved Sales Tax Revenue (January 2024 Sales). Actual (\$8,274,027) compared to budget (\$8,241,832) for a 0.4% difference of \$32,195. Sales tax revenue is 1.6% YTD above budget (\$0.4M), 0.4% above March 2023 actual (\$0.03M) and 1.6% YTD above 2023 actual (\$0.4M).

Mobility Conference: April 28 – May 1, 2024; Portland, Oregon. Ms. Meyer extended an invitation to join STA staff at this conference. Please respond by the end of the week.

STA Safety Awards Dinner: Saturday, April 14, 2024, at Northern Quest. Ms. Meyer invited Board members to attend this employee recognition event as a guest (with a guest).

7. COMMITTEE INFORMATION – none

8. REVIEW MAY 1, 2024, COMMITTEE MEETING AGENDA

9. NEW BUSINESS - none

10. COMMITTEE MEMBERS' EXPRESSIONS

Mr. Chris Grover commented that he believes it to be very prudent that STA have conservative forecasts moving forward and is thankful that STA has always done that over the many years. Mr. Grover shared that the STA Safety Awards Banquet is a fantastic event and encouraged committee members to attend.

11. ADJOURN

With no further business to come before the Committee, Chair Haley adjourned the meeting at 11:39 a.m.

NEXT COMMITTEE MEETING: WEDNESDAY, May 1, 2024, at 10:00 a.m. in person at STA Northside Conference Room

Respectfully submitted,



Vicki Clancy, Executive Assistant
Planning & Development Department

Spokane Transit Authority
1230 West Boone Ave.
Spokane, WA 99201

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

Approved Minutes of the March 27, 2024, Meeting (April Meeting)

**STA Northside Conference Room
1230 W Boone Avenue, Spokane, WA**

In person meeting with optional virtual link

COMMITTEE MEMBERS PRESENT

Josh Kerns, Spokane County *
Tim Hattenburg, City of Spokane Valley
Betsy Wilkerson, City of Spokane
Paul Dillon, City of Spokane
Hank Bynaker, City of Airway Heights (*Ex-Officio*)
Lance Speirs, City of Medical Lake (*Ex-Officio*)
E. Susan Meyer, CEO (*Ex-Officio*)

COMMITTEE MEMBERS ABSENT

**Committee Chairman*

STAFF PRESENT

Brandon Rapez-Betty, Chief Operations Officer
Karl Otterstrom, Chief Planning and Development Officer
Monique Liard, Chief Financial Officer
Carly Cortright, Chief Communications and Customer Service Officer
Molly Fricano, Executive Assistant to the COO

PROVIDING LEGAL COUNSEL

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

STAFF MEMBERS ABSENT

Nancy Williams, Chief Human Resources Officer

-
1. **CALL TO ORDER AND ROLL CALL**
Chair Kerns called the meeting to order at 1:30 p.m. and roll call was conducted.
 2. **COMMITTEE CHAIR REPORT**
Chair Kerns had no report at this time.
 3. **COMMITTEE APPROVAL**
 - A. **Minutes of the March 6, 2024, Committee Meeting**
Mr. Hattenburg moved to approve the March 6, 2024, committee meeting minutes. Ms. Wilkerson seconded, and the motion passed unanimously.
 4. **COMMITTEE ACTION**
 - A. Board Consent Agenda
 1. **Security Services – Award of Contract**
Mr. Rapez-Betty provided background on the Security Services award of contract, which expires on June 30, 2024, and discussed the scope of work, evaluation criteria, and contract terms. Allied Universal Security Services received the highest evaluation score and were the most cost-effective firm with a total contract value of \$5.4M over the five-year period of July 1, 2024, to June 30, 2029.

Mr. Hattenburg moved to recommend the Board approve the CEO to execute a five-year contract with Allied Universal Security Services for a total value of \$5,402,52.80. Ms. Wilkerson seconded, and the motion passed unanimously.

2. Battery Electric Charging Infrastructure Service and Maintenance Agreement - Award of Contract

Mr. Rapez-Betty explained as part of the extended warranty requirements for the battery electric charging hardware, a service level maintenance agreement is needed with the manufacturer, ABB E-Mobility, Inc. He provided information on the warranty and covered equipment, and the maintenance and service agreement. The five-year contract value for service and maintenance of existing and new charging infrastructure is \$1,166,295.

Mr. Hattenburg moved to recommend the Board authorize the CEO to execute a five-year contract with ABB E-Mobility, Inc., for Battery Electric Charging Infrastructure Service and Maintenance for a total value of up to \$1,166,295. Ms. Wilkerson seconded, and the motion passed unanimously.

3. Alerton Energy Management System Support Services – Award of Contract

Mr. Rapez-Betty provided background on the five-year contract with ATS Inland NW, LLC, for Alerton Energy Management System Support Services which expired on December 31, 2023, and explained the services are necessary for the ongoing automated operation of the HVAC systems in the Boone, Plaza, and Fleck facilities. ATS Inland NW, LLC, is the sole source authorized Alerton support provider in our region and has been partnering with STA since 2016. The five-year contract value is \$359,600.

Mr. Hattenburg moved to recommend the Board authorize the CEO to execute a five-year contract with ATS Inland NW, LLC for Alerton Energy Management System Support Services for a total value of \$359,600. Ms. Wilkerson seconded, and the motion passed unanimously.

B. Board Discussion Agenda (none)

5. REPORTS TO COMMITTEE

A. Clean Fuel Standard Program Report

Mr. Rapez-Betty provided background on the Clean Fuel Standard program, including the purpose of the program and how it works. He explained the Carbon Credit Aggregation Pool (CCAP) and presented information about energy used for BEB charging, credits generated, and funds earned from sales. Discussion ensued about the correlation between this program and the Climate Commitment Act.

B. 2023 Year-End Performance Measures Summary

Mr. Rapez-Betty presented the 2023 Year-End Performance Measures Summary and advised that the full 2023 Performance Measures List is included in the committee packet. Each Performance Measure relates to a specific Spokane Transit priority. These quantifiable benchmarks demonstrate the agency's commitment to accountability.

C. 2023 Community Perception Survey Results Summary

Dr. Cortright provided a report on the Community Perception survey conducted in the fall of 2023 by the ETC Institute, a new vendor, which helps Spokane Transit understand the public's perception, familiarity, and impact from residents living within the Public Transportation Benefit Area. Dr. Cortright explained changes to the 2023 survey compared to previous versions which included using a different methodology, adding additional questions, and rephrasing one question in a new way. Overall, the community valued the services that STA provides, especially to those with limited mobility or financial resources. They also had favorable impressions of STA employees and the STA brand. There were some conflicting responses on safety concerns which will be monitored on future surveys.

6. CEO REPORT

- Ms. Meyer reported the March 2024 voter-approved sales tax revenue collected on January 2023 sales, against a budget of \$8,241,832. The actual receipts were \$8,274,027 which is 0.4% over budget with a variance totaling \$32,195. Year-to-date is 1.6% above budget and totaling approximately \$0.4M.
- Ms. Meyer reminded committee members about the STA Awards Banquet on Sunday, April 14 at Northern Quest and asked for those planning on attending to RSVP.
- Ms. Meyer invited committee members to the APTA Mobility Conference in Portland, OR on April 29-30 and asked for confirmation of attendance by the end of the week.

7. MAY 1, 2024 – COMMITTEE MEETING DRAFT AGENDA REVIEW

8. NEW BUSINESS

There was a question about the use of the holding area at the Plaza. STA officers have not had limited commission since July 2021, therefore, that space is not used.

9. COMMITTEE MEMBERS' EXPRESSIONS

There were no committee members' expressions at this time.

10. ADJOURN

With no further business to come before the committee, Chair Kerns adjourned the meeting at 2:52 p.m.

The next committee meeting will be held on Wednesday, May 1, 2024, at 1:30 p.m. in person with a WebEx option.

Respectfully submitted,

Molly Fricano

Molly Fricano

Executive Assistant to the Chief Operations Officer

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 14B : APRIL 2024 SALES TAX REVENUE

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

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

SUMMARY: Attached is the April 2024 voter-approved sales tax revenue information. April sales tax revenue, which represents sales for February 2024, was:

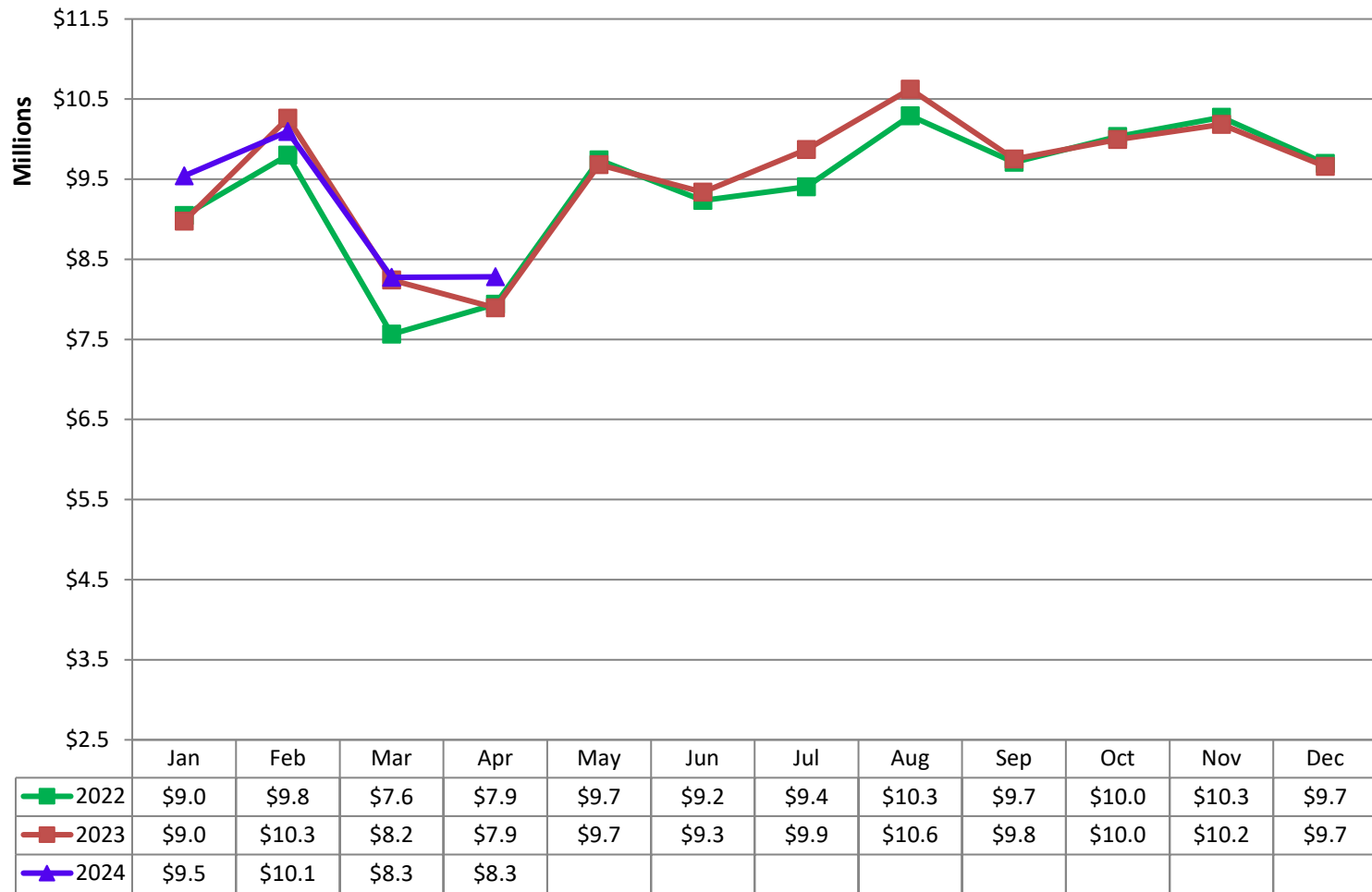
- 4.9% above 2024 budget
- 2.3% above YTD 2024 budget
- 4.9% above 2023 actual
- 2.3% above YTD 2023 actual

Total taxable sales for February were *up* 1.9% from February 2023. 2024 YTD sales are *up* 1.2% from February 2023 YTD. Retail, Construction and Accommodation and Food Services continue to be the top 3 rankings:

- Retail Trade *decreased* by 3.3% (\$-15.9M) in February 2024 vs February 2023 and is *down* by 2.6% (\$-25.5M) February 2024 YTD vs 2023 YTD
 - Other Miscellaneous Retailers *increased* 4.2% or \$6.6M February 2024 YTD over February 2023 YTD
 - Health and Personal Care Retailers *decreased* 12.8% or (\$-6.0M) February 2024 YTD over February 2023 YTD
 - Automobile Dealers *decreased* 3.3% or (\$-6.2M) February 2024 YTD over February 2023 YTD
 - Other Motor Vehicle Dealers *decreased* 28.6% or (\$-9.2M) February 2024 YTD over February 2023 YTD
 - Building Material and Supplies Dealers *decreased* 14.1% or (\$-12.7M) February 2024 YTD over February 2023 YTD
- Construction *increased* by 4.0% (\$5.8M) in February 2024 vs February 2023 and is *up* by 2.5% (\$7.1M) February 2024 YTD vs 2023 YTD
- Accommodation and Food Services *increased* by 2.8% (\$2.9M) in February 2024 vs February 2023 and is *up* by 0.1% (\$0.1M) February 2024 YTD vs 2023 YTD

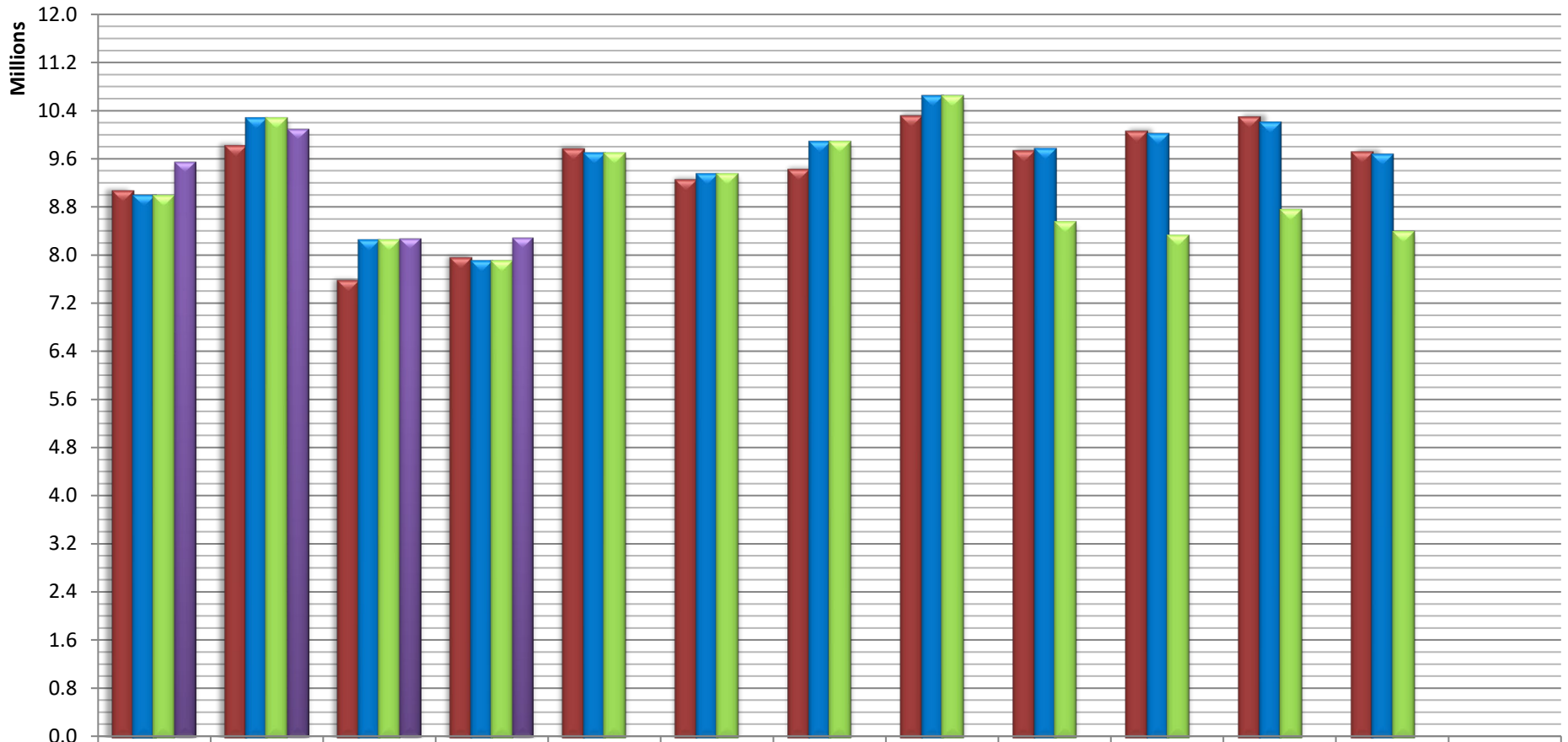
RECOMMENDATION TO BOARD: Information only.

Sales Tax Revenue History-April 2024⁽¹⁾



(1) Voter-approved sales tax distributions lag two months after collection by the state. For example, collection of January's sales tax revenue is distributed in March.

2022 - 2024 SALES TAX RECEIPTS ⁽¹⁾



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2022 Actual	9,047,047	9,799,005	7,564,336	7,938,326	9,741,227	9,233,669	9,403,475	10,291,837	9,711,411	10,033,352	10,273,246	9,695,636	112,732,567
2023 Actual	8,976,504	10,261,069	8,241,832	7,893,772	9,682,305	9,336,760	9,869,962	10,624,848	9,752,433	9,996,776	10,185,375	9,659,670	114,481,306
2024 Budget	8,976,504	10,261,069	8,241,832	7,893,772	9,682,305	9,336,760	9,869,962	10,624,848	8,541,727	8,317,585	8,743,306	8,380,001	108,869,671
2024 Actual	9,541,665	10,094,347	8,274,027	8,280,274	-	-	-	-	-	-	-	-	36,190,313
\$ Mo. Var.	565,161	(166,722)	32,195	386,502	-	-	-	-	-	-	-	-	
% Mo. Var.	6.3%	-1.6%	0.4%	4.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
\$ YTD Var.	565,161	398,439	430,634	817,136	-	-	-	-	-	-	-	-	
% YTD Var.	6.3%	2.1%	1.6%	2.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
% YTD Bud. Var.	6.3%	2.1%	1.6%	2.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

⁽¹⁾ Voter-approved sales tax distributions lag two months after collection. For example, collection of January's sales tax revenue is distributed in March.

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 14C : MARCH 2024 FINANCIAL RESULTS SUMMARY

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

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

SUMMARY: Attached are the March 2024 financial results. The charts are being shown with a comparison to the YTD budgetary and prior year actual values.

Revenue

Overall, March year-to-date revenue is 6.0% (\$2.1M) higher than budget impacted by the following:

- Fares & Other Transit Revenue is 4.6% higher than budget
- Sales Tax Revenue is 1.6% higher than budget
- Federal & State Grant Revenue is 21.5% higher than budget
- Miscellaneous Revenue is 35.9% higher than budget

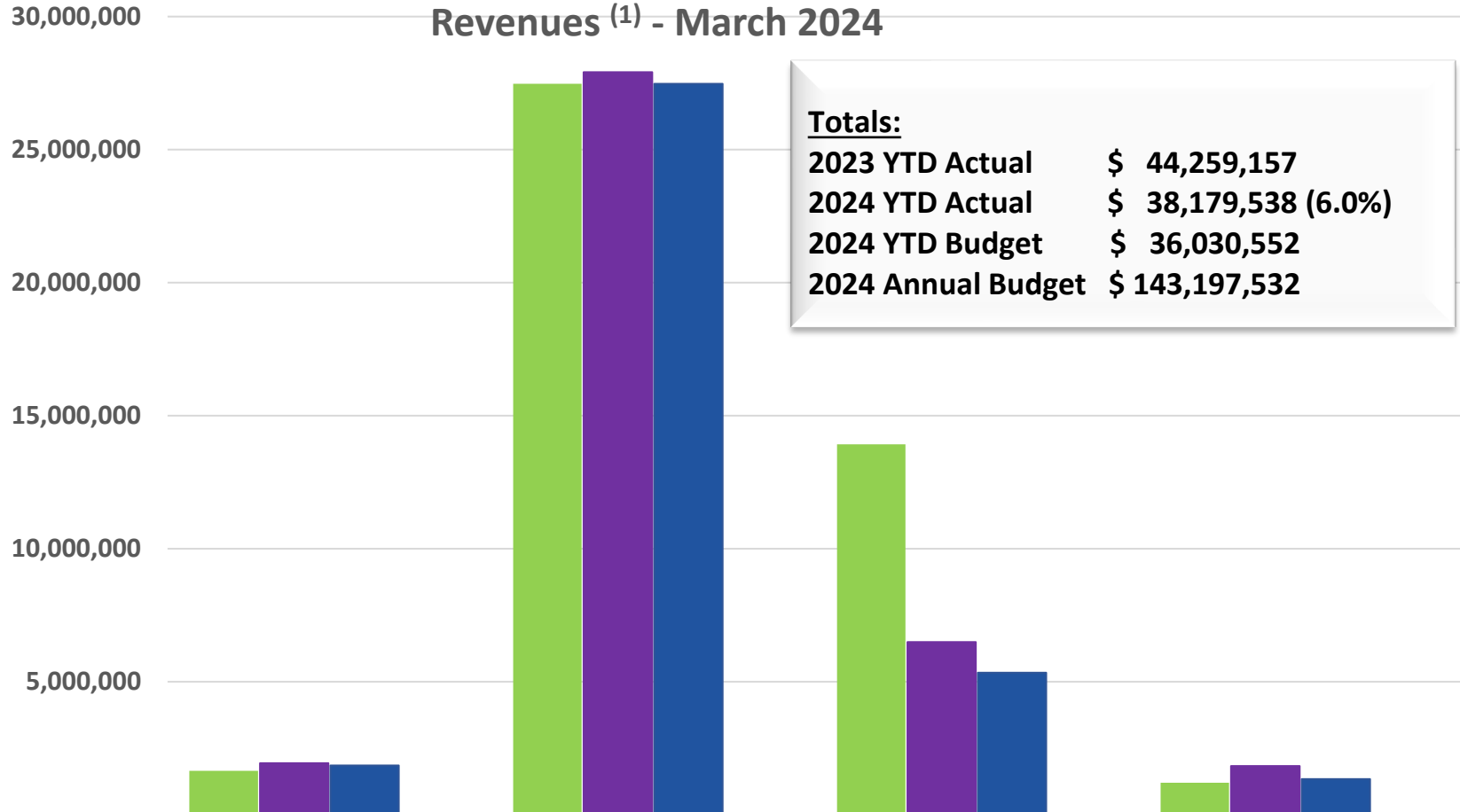
Operating Expenses

Overall, March year-to-date operating expenses are 5.9% (\$1.8M) lower than budget influenced by the timing of payments as follows:

- Fixed Route is 5.4% lower than budget
- Paratransit is 10.1% lower than budget
- Rideshare is 20.1% lower than budget
- Plaza is 4.3% higher than budget
- Administration is 5.0% lower than budget

RECOMMENDATION TO BOARD: Information only.

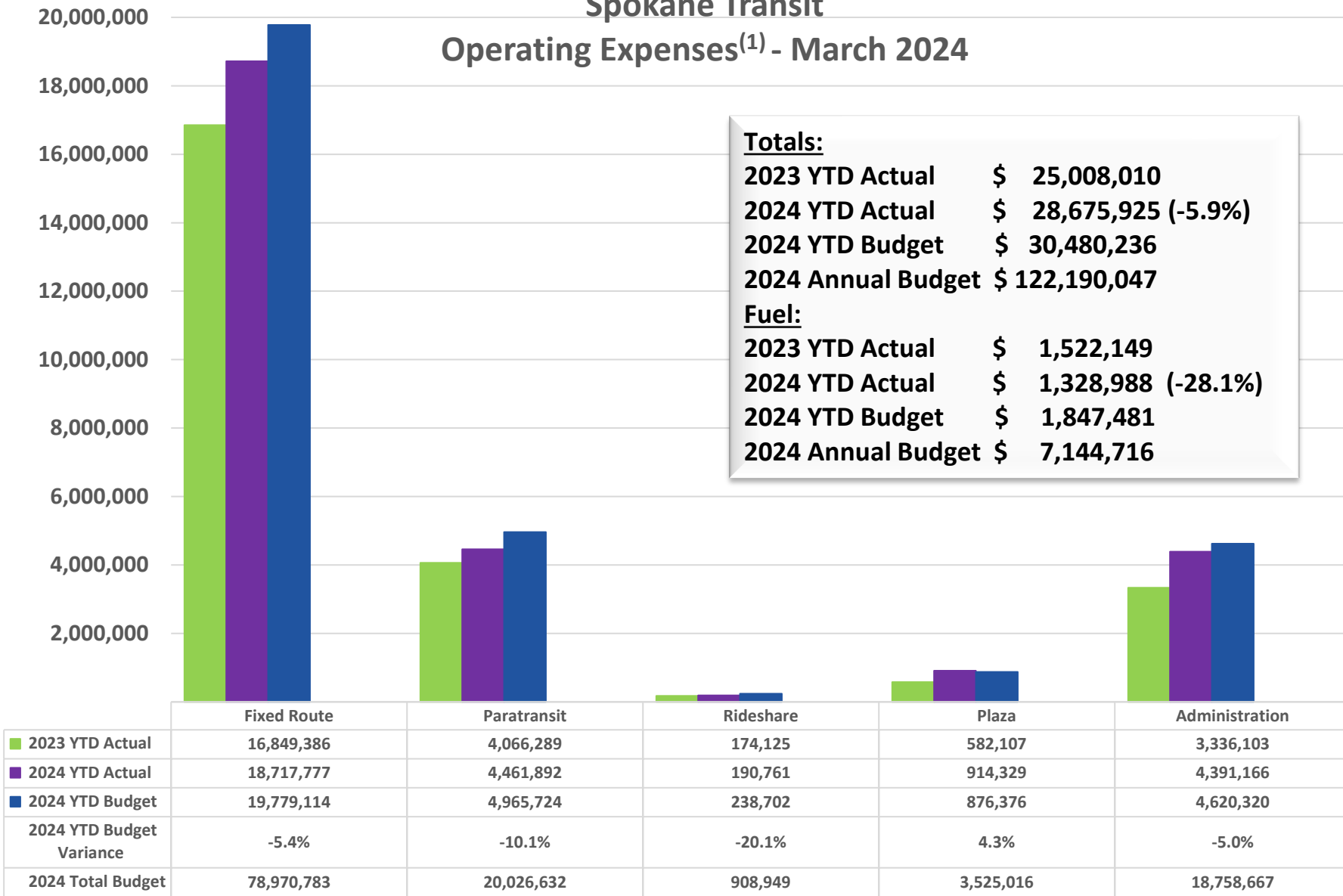
Spokane Transit Revenues ⁽¹⁾ - March 2024



	Fares & Other Transit Revenue	Sales Tax	Federal & State Grants (2)	Miscellaneous
■ 2023 YTD Actual	1,652,572	27,479,405	13,922,463	1,204,717
■ 2024 YTD Actual	1,942,050	27,910,038	6,492,885	1,834,565
■ 2024 YTD Budget	1,856,398	27,479,405	5,345,013	1,349,736
2024 YTD Budget Variance	4.6%	1.6%	21.5%	35.9%
2024 Budget	7,548,864	108,869,671	21,380,052	5,398,945

(1) Above amounts exclude grants used for capital projects. Year-to-date March state capital grant reimbursements total \$180,926 and federal capital grant reimbursements total \$0.

Spokane Transit Operating Expenses⁽¹⁾ - March 2024



(1) Operating expenses exclude capital expenditures of \$691,607 and Street/Road cooperative projects of \$0 for year-to-date March 2024.

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 14D: MARCH 2024 OPERATING INDICATORS

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

SUBMITTED BY: Brandon Rapez-Betty, Chief Operations Officer

SUMMARY: There were 2 fewer weekdays (21 vs. 23) in March 2024 compared to March 2023.

FIXED ROUTE

Total monthly Fixed Route ridership increased 12.3% (857,034 vs. 763,102) in March 2024 compared to March 2023 and was up 14.8% (2,444,109 vs. 2,129,076) YTD.

Average weekday ridership increased 22.7% (33,632 vs. 27,417) in March 2024 compared to March 2023 and was up 18.5% (32,556 vs. 27,471) YTD.

Zero-Fare Youth (formerly Youth) increased 29.3% (178,682 vs. 138,216) in March 2024 compared to March 2023 and was up 32.6% (494,781 vs. 373,207) YTD.

Reduced Fare / Paratransit Ridership increased 6.7% (106,740 vs. 100,020) in March 2024 compared to March 2023 and was up 8.0% (292,890 vs. 271,139) YTD.

CCS Pass Ridership increased 31.0% (30,961 vs. 23,640) in March 2024 compared to March 2023 and was up 34.4% (97,434 vs. 72,520) YTD.

Eagle Pass Ridership decreased 15.1% (25,578 vs. 30,126) in March 2024 compared to March 2023 and was down 7.9% (92,954 vs. 100,912) YTD.

57.7% of all passengers used Connect Passes last month.

PARATRANSIT

Total monthly Paratransit ridership increased 2.6% (32,985 vs. 32,125) in March 2024 compared to March 2023 and was up 7.4% (94,897 vs. 88,436) YTD.

Detailed breakdown:

Directly operated service decreased 1.0% (17,355 vs. 17,538) in March 2024 compared to March 2023 and was up 9.6% (51,393 vs. 46,909) YTD.

- Contracted service increased 17.1% (15,627 vs. 14,587) in March 2024 compared to March 2023 and was up 5.0% (43,591 vs. 41,530) YTD.
- Special Use Van ridership decreased 10.2% (936 vs. 1,042) in March 2024 compared to March 2023 and was down 9.2% (2,964 vs. 3,264) YTD.

RIDESHARE

Total monthly Rideshare ridership increased 6.8% (8,991 vs. 8,420) in March 2024 compared to March 2023 and was up 10.7% (27,054 vs 24,431) YTD.

- Rideshare vans in service increased 21.2% (86 vs. 71) in March 2024 compared to March 2023.

CUSTOMER SERVICE/SALES

Total Value Added to Connect Cards:

Value Added increased 19.0% (\$269,567 vs. \$226,526) in March 2024 compared to March 2023. YTD total Value Added increased 26.4% (\$774,986 vs \$613,079).

- Autoload increased 33.8% (\$14,472 vs. \$10,814) in March 2024 compared to March 2023. YTD Autoload increased 48.5% (\$42,133 vs. \$28,379).
- Call Centers increased 53.1% (\$7,685 vs. \$5,021) in March 2024 compared to March 2023. YTD Call Centers increased 72.6% (\$22,243 vs. \$12,890).
- Customer Service Terminal decreased 6.7% (\$62,792 vs. \$67,327) in March 2024 compared to March 2023. YTD Customer Service Terminal decreased 1.9% (\$184,041 vs. \$187,600).
- Customer Website decreased 2.0% (\$22,351 vs. \$22,832) in March 2024 compared to March 2023. YTD Customer Website decreased by 2.5% (\$65,866 vs. \$67,569).
- Mobile Ticketing increased 14.4% (\$118,629 vs. \$103,665) in March 2024 compared to March 2023. YTD Mobile Ticketing increased 24.3% (\$242,154 vs. \$275,366).
- Institutional Website increased 60.8% (\$22,106 vs. \$13,750) in March 2024 compared to March 2023. YTD Institutional Website increased 96.3% (\$63,434 vs. \$32,321).
- Open Payments increased 100% (\$17,314 vs. \$0) in March 2024 (open payments started in July 2023)
- Retail Network increased 35.2% (\$4,217 vs. \$3,118) in March 2024 compared to March 2023. YTD Retail Network increased 24.0% (\$11,105 vs. \$8,953).

Total Pass Sales:

Total Pass Sales increased 18.9% (19,544 passes vs. 16,431 passes) in March 2024 compared to March 2023. YTD Total Pass Sales increased 33.7% (61,899 passes vs. 46,295 passes).

- 1-Ride Pass increased 21.9% (6,147 passes vs. 5,042 passes) in March 2024 compared to March 2023. YTD 1-Ride Pass increased 26.4% (21,586 passes vs. 17,074 passes).
- 7-Day Rolling Pass increased 179.4% (637 passes vs. 228 passes) in March 2024 compared to March 2023. YTD 7-Day Rolling Pass increased 73.1% (1,165 passes vs. 673 passes).
- Day Pass increased 17.2% (11,536 passes vs. 9,842 passes) in March 2024 compared to March 2023. YTD Day Pass increased 39.2% (35,241 passes vs. 25,317 passes).
- Honored Rider 31-Day Rolling Pass decreased 17.2% (48 passes vs. 58 passes) in March 2024 compared to March 2023. YTD Honored Rider 31- Day Pass increased 2.1% (147 passes vs. 144 passes).
- Paratransit Monthly Pass decreased 25.5% (38 passes vs. 51 passes) in March 2024 compared to March 2023. YTD Paratransit Monthly Pass increased 2.7% (116 passes vs. 113 passes).
- Shuttle Park Pass decreased 38.9% (113 passes vs. 185 passes) in March 2024 compared to March 2023. YTD Shuttle Park Pass decreased 30.1% (384 passes vs. 549 passes).
- Standard 31-Day Rolling Pass increased 0.1% (1,025 passes vs. 1,024 passes) in March 2024 compared to March 2023. YTD Standard 31-Day Pass increased 34.5% (3,260 passes vs. 2,423 passes).

Total Discounted Passes (Included in Pass Sales above):

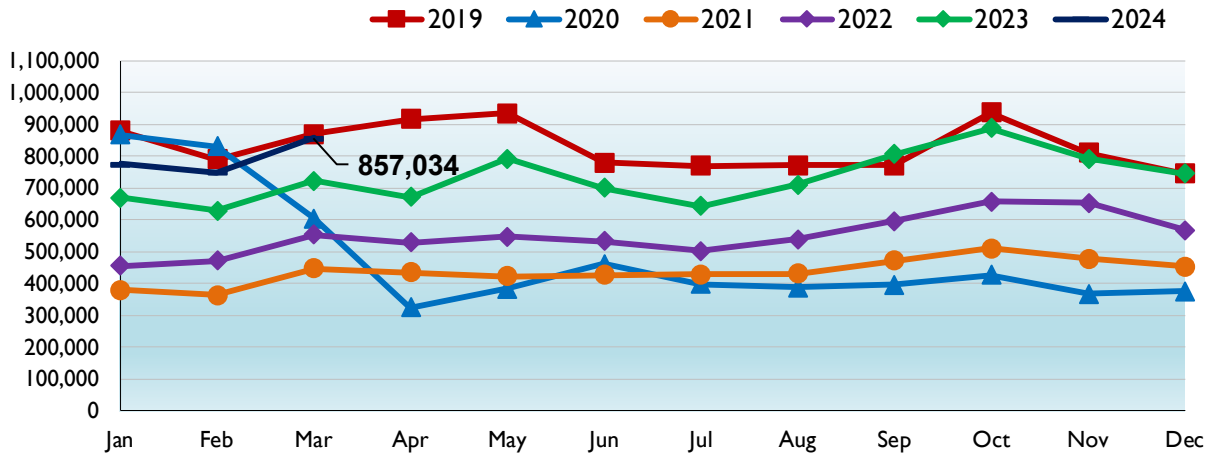
- 1-Ride CAP passes increased 59.6% (3,783 passes vs. 2,371 passes) in March 2024 compared to March 2023. YTD 1-Ride CAP passes decreased 6.3% (9,512 passes vs. 10,148 passes).
- Day CAP Passes increased 18.8% (5,481 passes vs. 4,612 passes) in March 2024 compared to March 2023. YTD Day CAP Passes increased 26.1% (17,096 passes vs. 13,557 passes).
- Employer-Sponsored Bus Pass Program decreased 3.2% (465 passes vs. 481 passes) in March 2024 compared to March 2023. YTD Employer-Sponsored Passes increased 24.1% (1,347 passes vs. 1,085 passes).

Specialty Pass Programs:

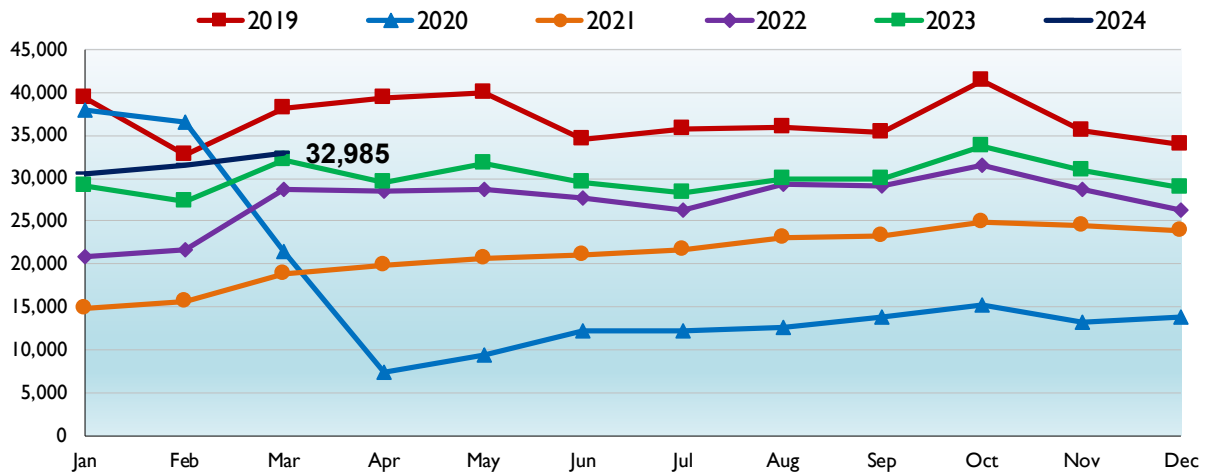
Monthly Data	YTD Data
Shuttle Park monthly sales Decreased 38.9% (113 vs. 185 in 2023)	YTD sales Decreased 30.1% (384 vs. 549 in 2023)
ESBP monthly sales Decreased 3.3% (465 vs. 481 in 2023)	YTD sales Increased 24.1% (1,347 vs. 1,085 in 2023)
UTAP monthly rides Increased 12.9% (85,978 vs. 76,148 in 2023)	YTD rides Increased 18.1% (271,740 vs. 229,997 in 2023)
Community Access Program Increased 32.7% (9,264 vs 6,983 in 2023)	YTD CAP Sales Increased 12.2% (26,608 vs 23,705 in 2023)

RECOMMENDATION TO BOARD: Information only.

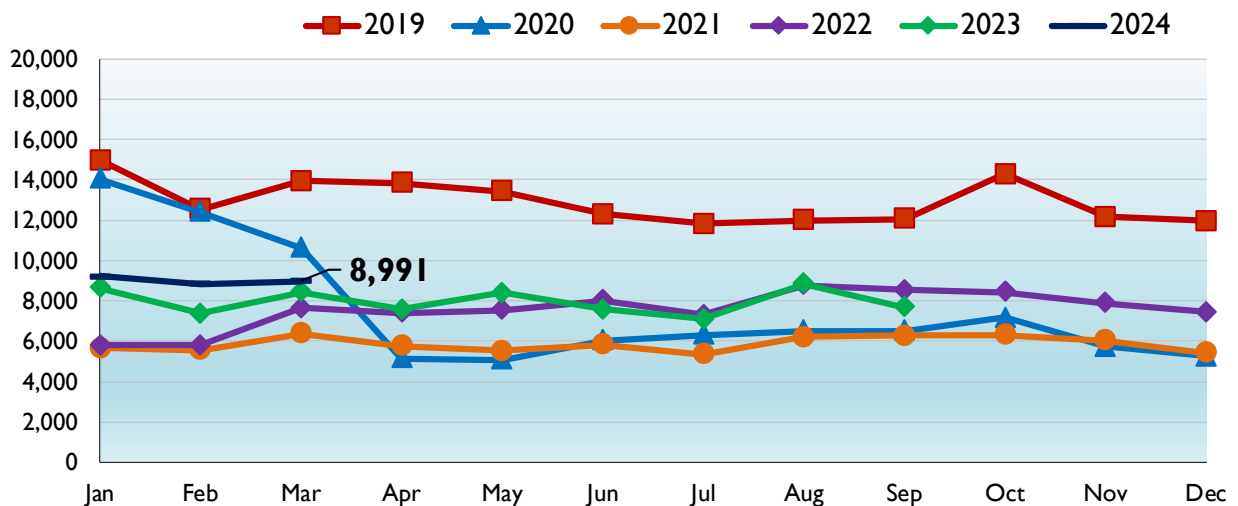
FIXED ROUTE RIDERSHIP



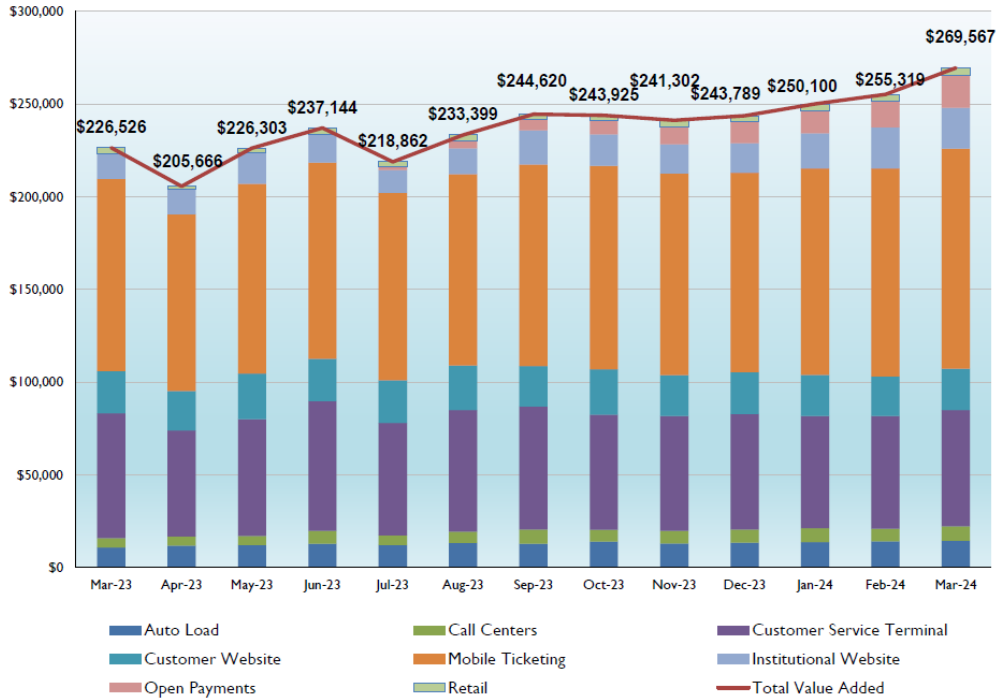
PARATRANSIT RIDERSHIP



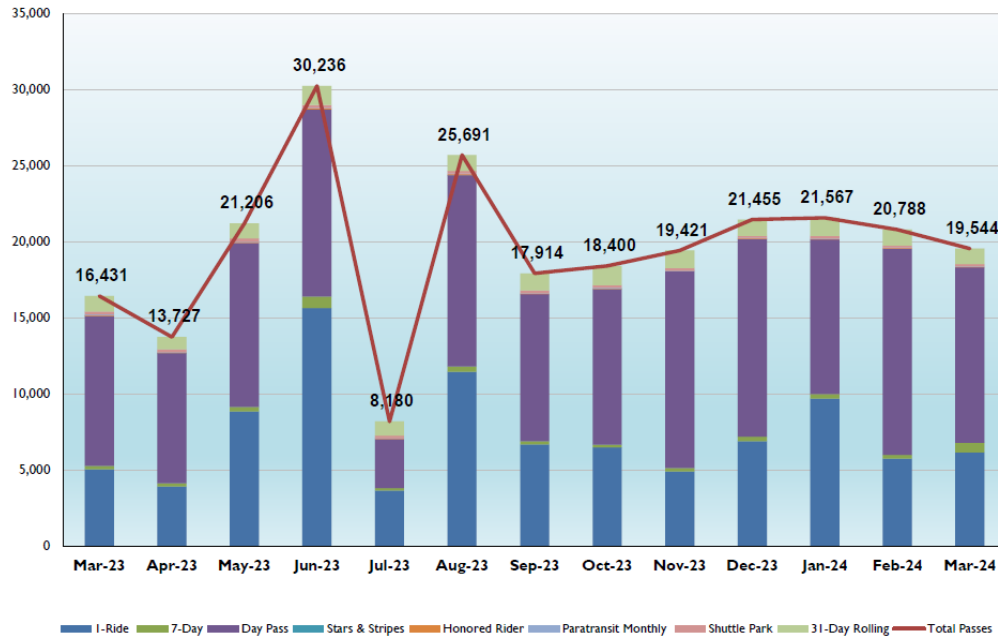
RIDESHARE RIDERSHIP



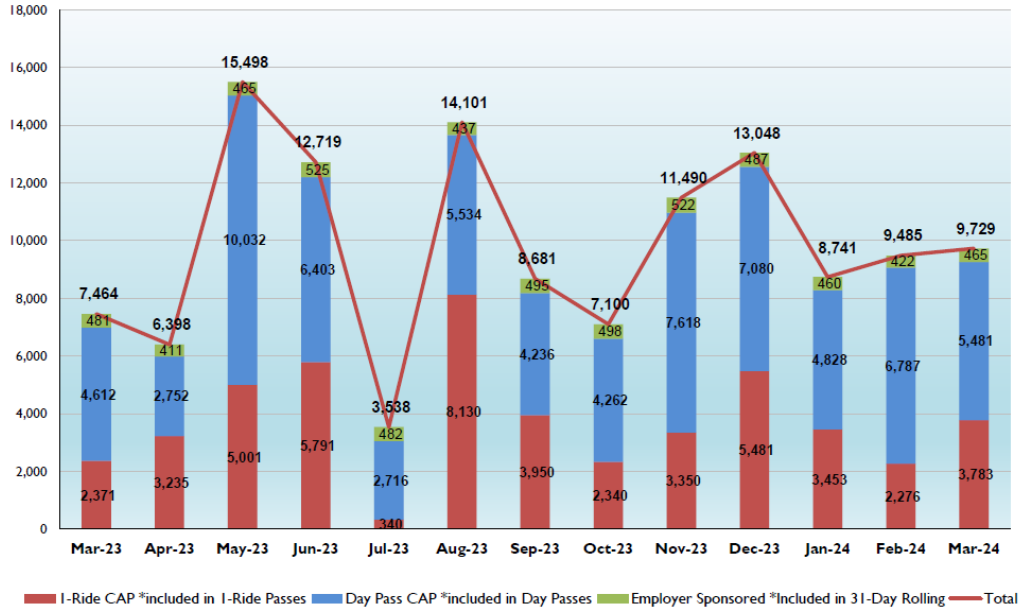
TOTAL VALUE ADDED TO CONNECT CARDS



TOTAL PASS SALES



TOTAL DISCOUNT PASSES



SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 14E : CONNECT SPOKANE COMPREHENSIVE PLAN UPDATE: DRAFT ELEMENTS

REFERRAL COMMITTEE: Planning & Development (*Haley*)

SUBMITTED BY: Karl Otterstrom, Chief Planning & Development Officer
Mike Tresidder, Senior Transit Planner

SUMMARY: Based on discussions at the March and April Planning & Development Committee meetings, staff reviewed draft revisions to the *Revenues & Fares Element*, as well as the draft of the new *Equity and Inclusion Element*, at the Planning and Development Committee meeting on May 1, 2024.

BACKGROUND: Connect Spokane is STA's comprehensive plan and sets forth a planning vision and policy framework to help guide decisions made by the Board of Directors, staff, and partnering agencies for at least the next 30 years. The current adopted version of the plan can be viewed here:

<https://www.spokanetransit.com/projects/comprehensive-plan/>

The Connect Spokane Phase 2 Update was initiated in July 2023 consistent with the Planning & Development Committee's 2023 Work Program. A more detailed scope of work for the plan update was presented in September 2023 and identified several elements requiring a more substantial review and possible update. This month's review of the Revenues and Fares Element, as well as the proposed Equity and Inclusion Element represent the most significant changes under consideration and are attached for information. Next month, minor updates will be brought forward for: Fixed Route, High Performance Transit, Sustainability, Flexible Services, Paratransit, and Regional Transportation & Land Use.

RECOMMENDATION TO COMMITTEE: Information only.

Revenues and Fares

STA maintains a convenient, reasonably priced fare structure aimed at increasing access to public transit within its service area. This fare structure is governed by a Board approved fare policy which is reviewed periodically.

A variety of methods exist for fare payment, designed to create the best value for STA's customers by ensuring they pay the right fare for the way they ride transit. ~~These STA's fare policy structure changes~~ help address fare inequities and ~~reduces~~ing financial barriers.

Passenger fares are an important revenue source for Spokane Transit. ~~Traditionally~~in its early days of mass transit, the cost of operating transit was covered primarily – if not exclusively – by passengers through fares. ~~More recently~~For decades, STA has sought to cover, ~~they have paid for~~ about 20% of the cost to provide transit service in the Spokane region with customer fares. Without them, simply put, the region would have less transit to serve those who need and want it. Other revenue sources exist for funding STA's operating costs. Tax revenues, both from Federal and State allocations and from local, voter-approved sales tax funding from taxes assessed within the Public Transportation Benefit Area, provide a significant proportion of STA's financial resources. Government grants and revenues ~~from advertising and~~ from other sources further mitigate operating costs. These revenues should be used in a manner which upholds STA's role as a responsible steward of community funds.

Revenues and Fares Goal

STA's revenue structure should appropriately balance ~~farebox~~ fares paid by riders, with ~~local~~ taxes, grants, and ~~advertising revenues~~ other ~~to~~ revenue to provide high-quality service.

Revenues and Fares Principles

The principles listed below define STA's fare structure. They provide guidelines to ensure that the fundamental ideas behind the fare structure are understood by all. These principles are unchanging and will continue to serve as guidance for new and existing fare policies.

1. Fares Matter

Ridership increases are achieved by making public transportation cost effective and simple to use.

Depending on the operating environment, type of transit service, and current market demand, fare changes can play a role in the increase or decrease of ridership and transit service. The imposition of fares for most transit agencies means there is opportunity to provide more service to more people with the additional revenues.

2. Perceived Value

Fares and "local match" help avoid the pitfalls known to free commodities.

Thomas Paine said, "What we obtain too cheap, we esteem too lightly." Fares provide the opportunity for riders to better appreciate the cost of service. This can facilitate better travel choices.

3. Revenues and Services

The amount of revenue collected correlates with the potential amount of services able to be provided.

The amount of service that STA is able to provide is tied to the amount of revenue from fares, taxes, grants, etc. that is available. When these revenue sources rise or ~~drop~~ fall, STA must make decisions about the services ~~to provide to maintain a sustainable budget~~ that can be provided and sustained.

4. Diverse Ridership

A range of fare options recognizes the diversity of trips measured in customer attributes, distance, travel times, and purpose.

Many youth, college students, riders with disabilities, and low-income riders rely upon STA to serve their transportation needs. A fare structure which recognizes the diversity of customers' needs increases the use of STA services.

5. Other Revenues – Supplement Fares

The collection of tax, funding from grants, and other non-fare-based revenues supplement revenue generated by customer-paid fares.

~~Although~~ Transit agencies often desire for fares to account for a larger share of operating revenue. ~~However to be more dependent upon fares,~~ non-fare-based revenue sources help to keep service levels higher than would be supported by fares alone.

6. Fiscal Responsibility

The fiscally responsible use of revenues increases the public's confidence in transit agencies.

A large proportion of STA's revenues come from tax-based funding sources. To earn and maintain taxpayers' confidence, STA should be viewed as operating in a fiscally responsible way. STA should always strive to achieve its objectives with the greatest efficiency and ~~minimal waste~~ at a reasonable cost.

7. Alignment with Agency Priorities

Revenue sources should support the priorities of an agency. A funding source (i.e. grant requirements) should not define the priorities of an agency.

Some revenue sources, such as grants, often have specific stipulations which may not align with STA's stated priorities and goals. Ensuring that revenue sources support the agency's priorities ~~reduces wasteful spending and~~ improves STA's overall public image.

Revenues and Fares Policies

RF 1.0 – Revenues

1.1 State and Federal Funding

STA will work to maximize funding from state and federal sources ~~as well as~~ and support efforts to increase such financial resources.

State and federal funds are important for STA ~~to be able~~ to maintain a desirable level of service. By supporting efforts to increase the available financial resources, STA may find itself in a position to be better able to provide improved services to the customers throughout the region.

1.2 Pursuit of Grants

STA shall pursue grants which align with the agency’s priorities ~~and the public good.~~

~~Occasionally, grants are pursued simply for the attached dollars.~~ Grants are a key resource for a variety of projects and initiatives. If not considered in broader context, sSuch grants have the potential to direct the agency’s attention away from its stated goals and priorities. By pursuing grants which directly support STA’s priorities, the agency helps to ensure the responsible use of revenues and maintain organizational focus.

1.3 Advertising

~~STA shall consider future advertising mechanisms as a revenue opportunity consistent with jurisdictional and community standards. —~~

~~Advertising has the potential to provide an important source of income for STA. However, the negative impacts of advertising on STA riders and other community members can be notable. STA should recognize this and ensure that the attempt to secure revenue does not negatively impact public perception or ridership.~~

1.4 Debt

STA will not incur debt.

STA operates on a pay-as-you-go basis. STA shall not incur debt or agree to other financial commitments beyond the balance of current or reasonably projected revenue.

1.5 Non-Traditional Revenue Sources

STA shall review the appropriateness and purpose of potential non-traditional revenue sources.

Numerous non-traditional funding sources, ranging from corporate sponsorship ~~to donations-in-kind~~ to partnerships, could potentially support the achievement of STA’s goals and policies. Prior to acceptance of such revenues, STA should ensure ~~the legality and an~~ understanding of the implications surrounding such revenue sources.

RF 2.0 – Fares

The following fare policies articulate the guidelines for determining STA’s fare structure and collection. Each policy contributes to specificity and provides guidance towards reaching the overall goal of fare collection. These policies together establish a framework for the determination and collection of fares.

2.1 Philosophy

STA’s philosophy is to encourage increased ridership by providing easy to access, convenient transit a convenient and services and reasonably priced method fares for citizens to enjoy the advantages of public transportation.

Fares are only one of many factors which influence ridership ~~numbers~~. However, STA will encourage increased ridership by following the principles described earlier in this element and providing a sensible fare structure and payment method.

2.2 Determination of Fixed-Route Fares (Proposed Revisions Pending Full Board Discussion)

While the fare structure will provide value to our riding customers, a fixed-route farebox return objective of at least 20% of the fully allocated costs of this service is maintained.

Spokane Transit has agreed to a pro-ridership philosophy in determining fares; that is, that ridership should be encouraged, even if that means that riders pay a smaller share of the actual cost of the service.

2.3 Complexity of Fare Structure

Minimize complexity—emphasize a simple and easily understood system.

1. ~~Sustain a flat rate~~ Maintain a single-zone fare structure throughout the Public Transportation Benefit Area.
2. Customers may use time-limited passes (two-hour, day, monthly, etc.) to accomplish multi-route/directional trips.
3. Utilize fare capping, providing customers with the best options for daily and weekly travel to maximize fare value to the customer.

2.4 Pre-Payment of Fares

2.4.1 Increase Pre-Payment of Fares

Pre-payment of fares eliminates delays caused by on-board fare payment, increases the reliability of revenues, and encourages the use of transit for spontaneous trips.

Increasing access to methods of pre-payment supports this policy. Examples of pre-payment media include mobile ticketing, smart cards, institutional bus pass programs, and day passes.

2.4.2 All Door Boarding

All door boarding will be introduced on select lines to support the use of smart cards and the pre-payment of fares.

All door boarding, in conjunction with the use of smart cards and the pre-payment of fares, helps reduce delay at stops and stations, increasing speed and reliability of the service. All door boarding may require fare enforcement to be successful for the agency.

2.5 Low-income Fares

~~STA supports opportunities for low-income individuals to use public transportation at a discounted cost. Opportunities for low-income individuals to use public transportation should be made available through community programs that subsidize the purchase of standard fare instruments rather than as direct STA discounts or special fare structures. This strategy helps manage eligibility challenges and supports other strategic objectives.~~

2.5 Business and Institutional Fare Programs

STA pursues opportunities to partner with employers, universities, developers, and other interested organizations to provide access to public transportation.

Opportunities for individuals to take advantage of simplified fare programs provided through a partnership between STA and their employer, university, or landlord/developer increase access and mobility for regular and occasional transit users.

2.6 Eligibility-based Fare Programs

As may be approved by the Board, STA enables ~~supports~~ opportunities for individuals to use public transportation at a discounted fare price based on targeted eligibility criteria and rigorous due diligence.

Opportunities for individuals to use public transportation should be made available through eligibility-based fare programs that offer customer-facing discounts. Eligibility criteria will be made by the STA Board of Directors and identified in STA's existing fare structure. Prior to the creation and implementation of any eligibility-based fare program, the Board shall conduct an evaluation to determine if the proposed program can meet the following criteria:

- The program and the basis for eligibility is relatively simple to describe and understand, particularly for those who are prospective participants.
- The discount offered by the program considers proportionate costs and benefits relative to other eligibility-based fare programs, as well as other fare partnerships and rates.
- The program adheres to eligibility requirements that can be determined with verifiable public information without the creation of storage by STA of sensitive health or income information.
- The program can be deployed without undue burden on STA operations or administrative requirements.
- The program provides safeguards against abuse.
- The program has a method for reporting performance.
- The estimated ridership and financial impacts of the proposed program have been estimated and reasonably understood as far as STA's commitment to community benefit and fiscal accountability.

2.7 Community Access Programs

STA supports opportunities to partner with community-based organizations to expand access to public transportation at a discounted cost.

Opportunities for vulnerable individuals to use public transportation may be made available through community access programs that discount the purchase of standard fare instruments. This partnership strategy helps minimize or reduce typical eligibility verification requirements, especially in addressing acute or transitory needs, and maximizes benefit of community partners in delivering transportation access.

Transit Equity and Inclusion (draft)

Transit equity is intimately tied to environmental justice. Transit equity concerns come up when wealthier and less marginalized parts of society receive more transportation benefits while the more marginalized people in our communities – historically including communities of color and lower income populations - receive less transportation or experience more negative effects of transportation activities.

Environmental justice in Washington State, as provided in the Healthy Environment for All Act (HEAL Act) addresses disproportionate environmental and health impacts in all laws, rules, and policies by prioritizing vulnerable populations and overburdened communities, the equitable distribution of resources and benefits, and eliminating harm. (RCW 70A.02.010). While the HEAL Act does not apply directly to STA, it provides a framework for governmental agencies in their approach to addressing environmental justice. The passage of the Healthy Environment for All (HEAL) Act in 2021 is a historic step toward eliminating environmental health disparities and more equitably distributing health and environmental benefits among communities of color and low-income households for programs and activities funded through the State of Washington.

At the national level, the US Department of Transportation has adopted three fundamental environmental justice principles to guide transportation justice efforts:

- Avoid, minimize, or mitigate disproportionately high and adverse health and environmental effects, including social and economic effects, on communities of color and low-income populations.
- Ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by communities of color and low-income populations.

STA is committed to providing high-quality service to all riders, including low-income communities and communities of color. We use transit equity and environmental considerations in our decision-making. This element is focused on external-facing inclusion and equity goals, principles and policies.

Transit Equity and Inclusion Goal

STA works towards a system that ensures inclusive and equitable access to our programs, services, and transit system for the people of our region.

Transit Equity and Inclusion Principles

These principles describe the foundation for the policies found in this element:

1. Equitable and Effective Decision-Making

Effective transportation decision-making depends upon understanding and properly addressing the unique needs of different socio-economic groups.

Public transportation is more effective when decision-making is informed by equity and inclusion considerations. For STA, such considerations should include decisions about:

- transit service to low-income neighborhoods and communities of color
- placement of bus stops and shelters

Assignment of buses (or something similar)

- service for non-English speaking populations
- service for students and youth

2. Accountability through Transparency

A transparent and public account of decisions made and responses to public input regarding these decisions increases a transit agency's accountability to its customers.

Thorough recordkeeping helps to ensure a common understanding of decisions, policies, and responses. Making reports, key records and analyses reasonably accessible and easy to find, especially online, demonstrates the transparency with which STA conducts its business. A commitment to making records easy to find also supports compliance with the Public Records Act.

3. Strength through Diversity

A diversity of viewpoints, backgrounds and circumstances contributes to effective policy development, and broadens our understanding of the world. Diversity fosters resilience and broadens the stakeholders engaged in the success of an endeavor.

Transit Equity and Inclusion Policies

TEI 1.0 – Designing Public Engagement and Outreach

STA will strive to design inclusive and accessible engagement and outreach efforts, including efforts to reach out and seek participation from historically marginalized communities.

STA staff will develop engagement strategies with the goal of reaching out and seeking participation, especially from those communities that have historically been marginalized and are more vulnerable to changes in access to jobs, goods and services, medical care, and other essentials of daily life.

TEI 2.0 – Accessible Information

Providing access and non-technical explanations of relevant reports, records, and documents in a variety of formats demonstrates STA's commitment to transparency.

STA conducts its business in a fair, honest, and legal manner. For that reason, providing access to relevant documents so that the material may be consumed and understood by people of all abilities broadens the public's perception of STA's high operating standards.

TEI 3.0 – Designing an Inclusive Transit System

The design of programs, services, routes, and facilities shall aim, to the extent practicable, for inclusivity of current and future customers and community members.

Working Draft – Transit Equity and Inclusion Element – Connect Spokane Comprehensive Plan
Design considerations may address ages, abilities, languages, lived experiences, cultural backgrounds, family background, economic status, gender, and sexual orientation. Wherever possible, maximizing inclusivity should be pursued first through principles of universal design, making a product or service usable by all people.

TEI 4.0 Title VI

TEI 4.1 System-Wide Title VI Policies

STA will not “utilize criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, or national origin.” (See CFR 42.104)

STA will “take affirmative action to assure that no person is excluded from participation in, or denied the benefits of, the program or activity on the grounds of race, color, or national origin.”

STA assures that “no person or group of persons shall be discriminated against with regard to routing, scheduling, or quality of service transportation on the basis of race, color, or national origin. Frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color, or national origin.”

TEI 4.2 Major Service Change Policies

In developing annual plans and service changes, STA will assess whether changes meet the Major Service Change threshold. This threshold is as follows:

- ***Cost Impacts: More than 5% reduction in revenue hours of service in any calendar year***
- ***Ridership Impacts: 5% or more of annualized system ridership negatively impacted by loss of bus stop(s), trip(s), or route(s) at any given service change.***

A Title VI analysis and evaluation of the impacts of major service changes will be published prior to a formal public hearing on the service change or a draft recommendation is published, whichever comes first.

TEI 4.3 Service Change Disparate Impact Policy

When a major service change impacts a census tract with a minority population that exceeds the average minority population of the service area by 10% or more, a disparate impact exists and the impacts will be assessed and evaluated for mitigation.

The average minority population for the PTBA is identified in STA’s adopted *Title VI Program*. To determine if a disparate impact exists, each route impacted is analyzed to determine the percentage of minority population along that route. If the percentage exceeds the PTBA minority population by more than 10%, then a disparate impact exists.

TEI 4.4 Service Change Disproportionate Burden Policy

When a major service change impacts a census tract with a low-income population that exceeds the average low-income population of the service area by 10% or more, a disproportionate burden exists and the impacts will be assessed and evaluated for mitigation.

The average low-income population in the PTBA is identified in STA’s adopted *Title VI Program*. To determine if a disparate impact exists, each route impacted is analyzed to determine the percentage of low-income population along that route. If the percentage exceeds the PTBA low-income population by more than 10%, then a disparate impact exists.

TEI 4.5 System-wide Transit Amenities Service Policy

Installation of transit amenities along bus routes are based on the number of passenger boardings at stops and stations along those routes and the High Performance Transit facility standards with variances from this policy to support connectivity of routes and riders with limited mobility.

TEI 4.6 Vehicle Assignment Service Policy

STA bus assignments take into account the operating characteristics of buses of various lengths, which are matched to the operating characteristics of the route such as passenger loads and overall ridership of each route. Local routes with lower ridership may be assigned a smaller fixed route vehicle. Some routes requiring tight turns on narrow streets may be operated with smaller fixed route vehicles. The age of the vehicle shall not be a consideration when assigning the vehicle to a particular maintenance garage for daily service.

TEI 4.7 Fare Change Policy

STA evaluates fare changes to ensure fare increases do not disproportionately negatively impact a class protected under Title VI.

TEI 4.8 Fare Change Minority Disparate Impact Policy

If a fare change affects fare categories or payment methods used disproportionately by minority populations (10% or greater) than the overall population, a fare change disparate impact exists and the impacts will be assessed and evaluated for mitigation.

TEI 4.9 Fare Change Low-Income Disproportionate Impact Policy

If a fare change affects fare categories or payment methods used disproportionately by low-income populations (10% or greater) than the overall population, a fare change disproportionate burden exists and the impacts will be assessed and evaluated for mitigation.

TEI 4.10 On-Time Performance Standard

STA's on-time performance objective will be identified and tracked in STA's annual performance measures, which will be posted to the STA website.

TEI 5.0 Economic Development

TEI 5.1 Disadvantaged Business Enterprise (DBE) Program

STA is committed to eliminating barriers, creating opportunities and building capacity for underrepresented and women-owned businesses to ensure businesses building our regional transit system represent the communities we serve.

STA's DBE program information can be accessed at <https://www.spokanetransit.com/bidding-opportunities/disadvantaged-business-enterprise-program/>, where the agency program and goals are linked.

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 14F: 2023 FIXED ROUTE RIDER SURVEY RESULTS

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

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

SUMMARY: In October 2023, ETC Institute conducted an on-board customer satisfaction survey of fixed route riders. Survey takers conducted the survey in-person on the bus; a quota sampling approach was utilized to ensure the sample was representative of ridership by route.

The last two fixed route customer satisfaction surveys (2021 and 2022) were conducted by a different vendor and were done online due to COVID safety concerns. No survey was conducted in 2020, and prior to that, a third vendor conducted the surveys in-person. New features to this report include benchmarking to ETC's national database of other transit agencies. A summary of the results will be presented at the meeting.

RECOMMENDATION TO BOARD: Information only.

2023 Fixed Route Rider Survey Results

Purpose:

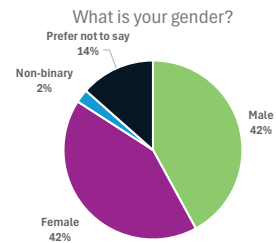
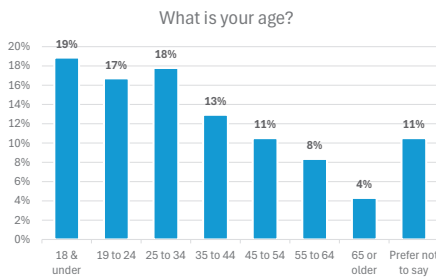
For Information

2023 Fixed Route Rider Survey Results

- The 2023 Rider Survey was conducted in October 2023 by ETC Institute
- For the first time since the pandemic, the survey was conducted in person
 - Survey takers interviewed participants on the bus
 - They were also provided the option of a QR code to take the survey virtually if they preferred
- The survey aimed to collect feedback from riders regarding their perceptions of the services provided by STA

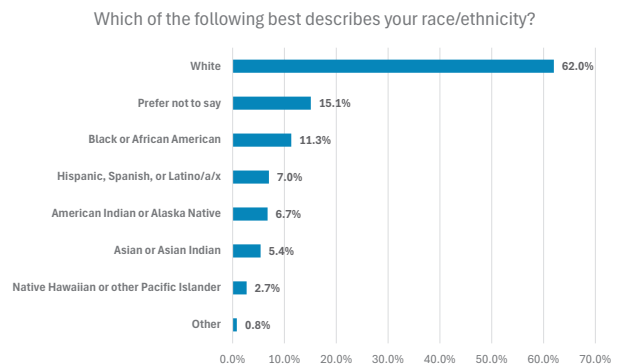
2023 Fixed Route Rider Survey Demographics

- Consistent with prior surveys, 42% of respondents were female and 42% were male
- Unlike prior years, in 2023 we had a much higher sample of 18 and under and a lower sample of 35-44 and 55-64



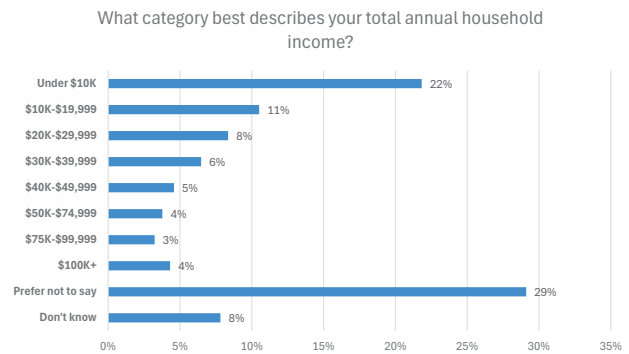
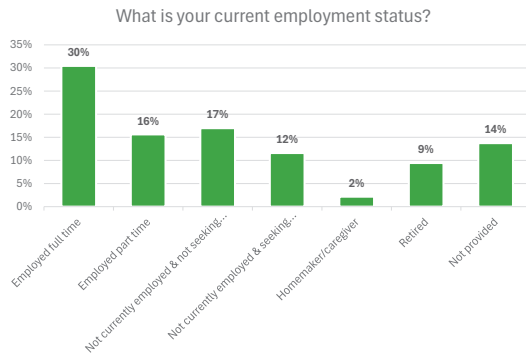
2023 Fixed Route Rider Survey Demographics

- This year's survey was also more diverse than past in terms of respondents' race
 - 62% were White compared to 75% in 2022
 - The 2020 Census for Spokane County:
 - 88.4% White
 - 6.6% Hispanic or Latino
 - 4.5% Two or more Races
 - 2.5% Asian
 - 2.1% Black
 - 1.9% American Indian/Alaska Native
 - 0.7% Native Hawaiian/Pacific Islander



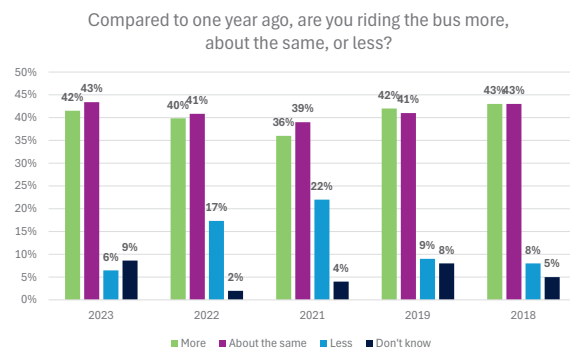
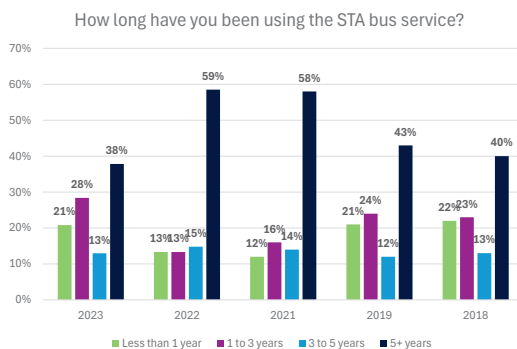
2023 Fixed Route Rider Survey Demographics

- 30% of respondents reported a full-time employment status
- 41% of respondents reported a household income of less than \$30,000



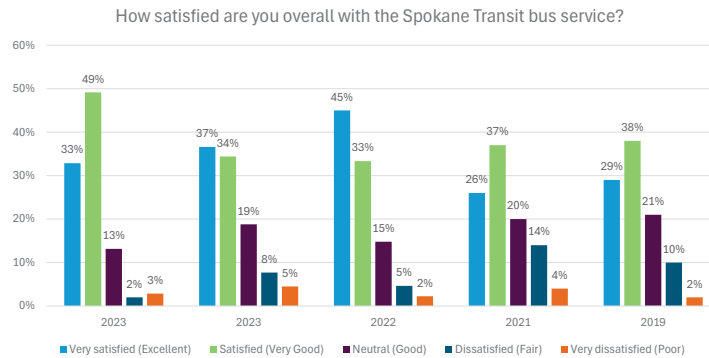
2023 Fixed Route Rider Survey Results

- When asked how long they have been riding STA, 21% reported less than 1 year, similar to pre-pandemic survey results
- Consistent with past surveys, 42% are riding the bus more than a year ago



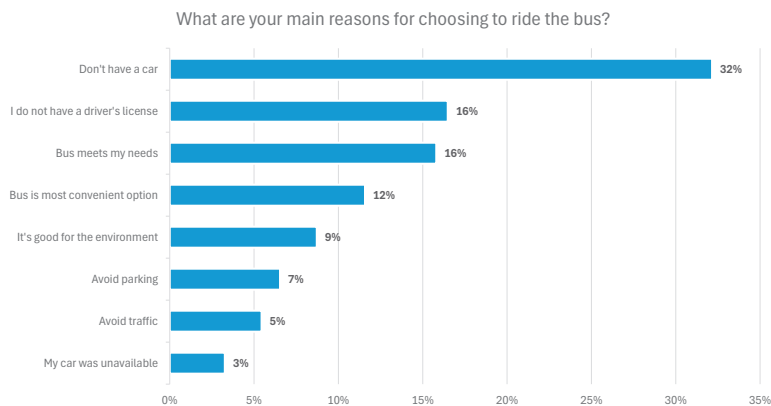
2023 Fixed Route Rider Survey Results

- 82% of respondents said they were Satisfied or Very Satisfied with Spokane Transit bus service
 - In prior year surveys, this question was worded slightly differently to ask how they would rate their satisfaction, so Excellent and Good are used here as comparisons for Very Satisfied and Satisfied



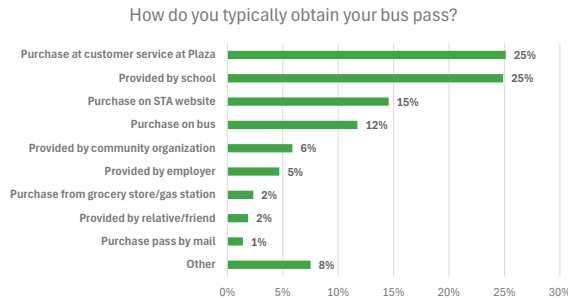
2023 Fixed Route Rider Survey Results

- 32% of respondents reported that not having a car was one of their main reasons for riding the bus (multiple choices were allowed)

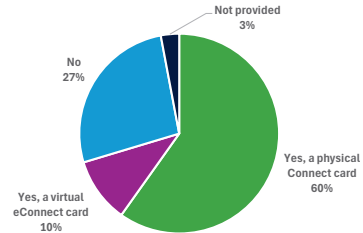


2023 Fixed Route Rider Survey Results

- Riders primarily either purchased their bus pass at the Plaza or it was provided through their school
 - Only 15% are purchasing online
- However, 70% report using a Connect card



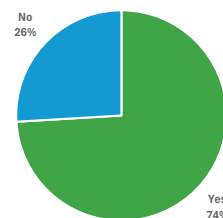
Do you use a Connect card as your transit pass?



2023 Fixed Route Rider Survey Results

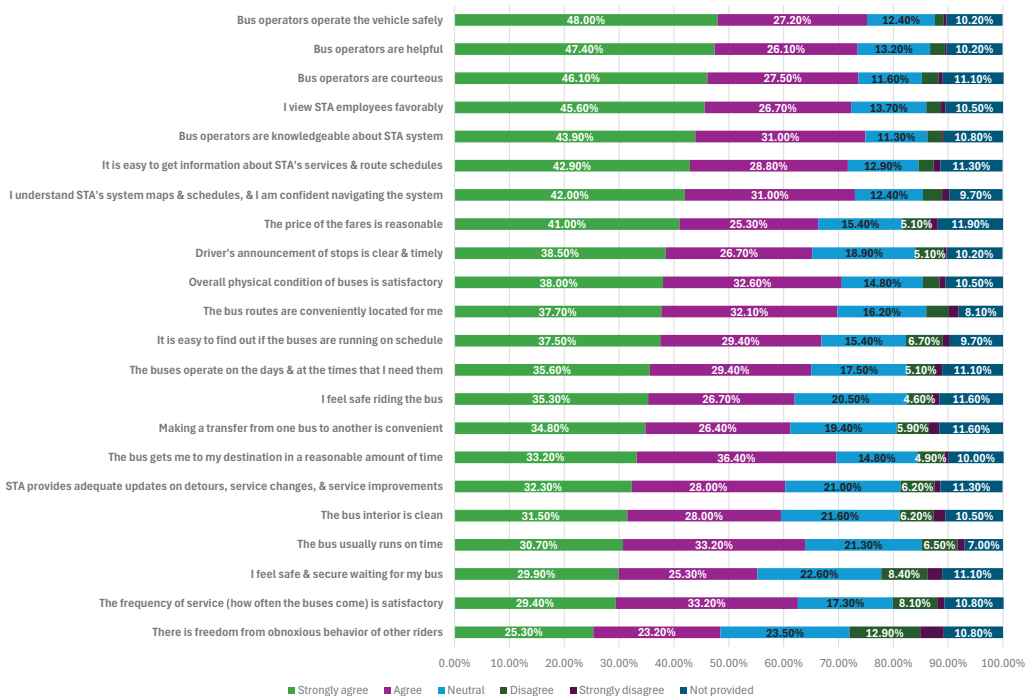
- Similar to the Community Perception Survey, we asked riders if they were aware youth 18 and under ride free.
- 74% were aware, compared to the 48% who responded to the Community Perception Survey

Are you aware that youth 18 and under ride free on Spokane Transit?



2023 Fixed Route Rider Survey Results

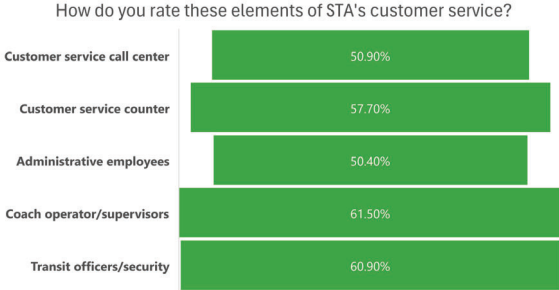
- Respondents were asked to rate certain aspects of STA’s bus service, including driver courtesy, driver driving safely, personal safety on bus, and cleanliness of bus interior
 - 75% reported they Agreed or Strongly Agreed with the statement “Bus operators operate the vehicle safely”
 - 74% reported they Agreed or Strongly Agreed with the statement “Bus operators are helpful”
 - 74% reported they Agreed or Strongly Agreed with the statement “Bus operators are courteous”
- All categories are shown on the next slide



2023 Fixed Route Rider Survey Results

- When rating STA’s customer service, all five areas were ranked as Excellent or Good by the majority of respondents, including Security, which was a new category added in this year’s survey

How do you rate these elements of STA's customer service?	Excellent	Good	Fair	Poor	Don't know
Customer service call center	32.30%	18.60%	6.70%	1.30%	41.00%
Customer service counter	36.70%	21.00%	5.90%	1.10%	35.30%
Administrative employees	32.10%	18.30%	8.10%	1.10%	40.40%
Coach operator/supervisors	40.70%	20.80%	5.90%	1.10%	31.50%
Transit officers/security	39.90%	21.00%	8.60%	1.90%	28.60%



Questions?

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 14G: COMMUNITY ACCESS PASS (CAP) PROGRAM SURVEY RESULTS

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

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

SUMMARY: In the first quarter of 2023, STA conducted a survey of Community Access Pass (CAP) program participants. The 22-question survey was emailed on February 21, 2024, to the 51 active CAP program participants. For this survey, “active” was defined as any CAP participant who purchased one or more 1-Ride or Day Pass since the Connect fare system was launched on October 1, 2022.

The survey remained open for just over a month, from February 21 through March 25, with reminder emails sent on March 8 and March 22. A total of 20 responses (out of 51 surveys sent) were received, representing a 39% response rate, exceeding a typical survey response rate of 10-15%.

The purpose of the survey was to gather feedback from CAP program participants on their pass purchase strategy, how they determine pass distribution qualifications, pass distribution schedules and timing, how their clients use those bus passes, and what changes, if any, they recommend to the CAP Program.

Survey response details were shared during the PMER meeting.

RECOMMENDATION TO BOARD: Information only.

Community Access Pass (CAP) Program Survey Results

Purpose:

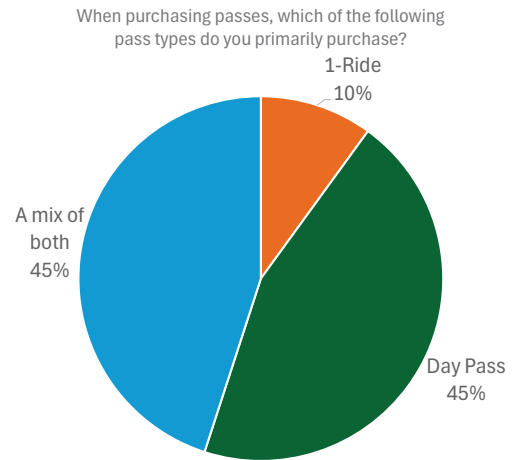
For Information

Community Access Pass (CAP) Program Survey Results

- Twenty-two question survey was emailed to all active CAP program participants on February 21, 2024
 - Reminder emails were sent on March 8 and March 22
 - Survey closed March 25, 2024
- Twenty out of 51 agencies responded (39% response rate)
- Feedback was positive about the program and information corresponded to trends we were seeing regarding pass utilization

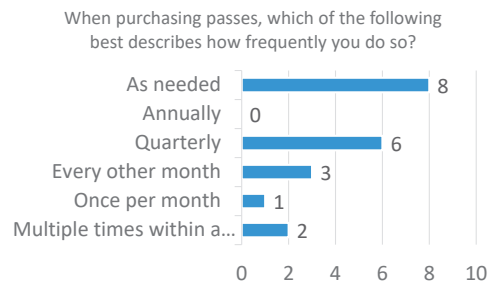
Time in the Program and Pass Type

- 45% of respondents have been participating in CAP for 2 years or more
- 70% are purchasing more passes than before CAP
- When asked about their pass type purchase preference, a mix of both 1-Ride and Day Pass or just Day Pass were preferred over 1-Ride passes alone

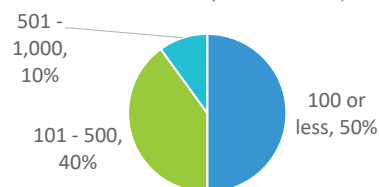


Purchase Behaviors

- When purchasing passes, agencies preferred to do so as needed (40%), followed by quarterly (30%).
 - 15% purchased every other month
- Half the agencies purchased 100 passes or less at a time, with only 10% purchasing more than 500 at a time

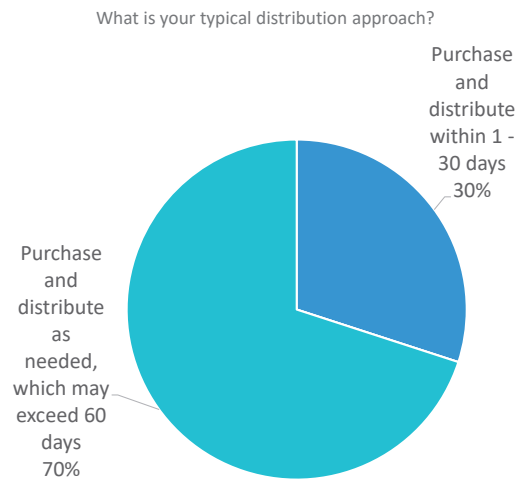


When purchasing discounted passes, how many do you typically buy at one time (total passes, both 1-Ride and Day Pass combined)?



Distribution Timing and End Use

- When asked about when they distributed the passes after purchase, 70% responded it was as needed, which may exceed 60 days.
 - 30% distributed within 30 days, while no respondents distributed within the 31-60 day window
- This feedback aligns with what we saw in our Limited Use card redemption analysis, which found an average age of 72 days from sale-to-tap.



Funding

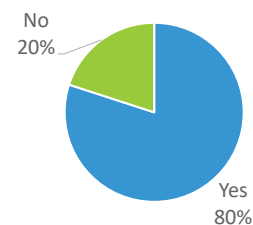
- The majority of agencies (80%) replied they had sufficient funding to purchase passes.
- For those that answered “no,” pass purchases were based on donations:

“ Limited funding. ”

“ We have to limit the number of passes we provide due to limited funds. ”

“ Sometimes we are in need of monthly passes and do not always have funding for them. Additionally, we have donors who would like to purchase passes to donate and they have a hard time doing so with the new system. ”

Is your organization able to purchase the number of passes you need?



“ We operate on donations so it is hard sometimes to purchase for the need--we do what we can afford ”

Improvements

- When asked “what, if anything, could be improved about the CAP Program?” the respondents largely provided mostly positive feedback
- 50% did not answer the question
- 20% replied they loved the program as it is
- Other suggestions included:
 - More pass type options
 - CAP pricing for 7 day or 31-day passes
 - The availability of a pass longer than a Day Pass
 - Monthly passes
 - The ability for the public to buy CAP passes and donate them to agencies
 - Cheaper
 - Schedules and mobile apps in Spanish
 - *Spanish route schedules were translated and distributed on March 4, 2024*

Questions?

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 14H: CONNECT 2035 STRATEGIC PLAN: INITIATIVE DEVELOPMENT AND EVALUATION PROCESS

REFERRAL COMMITTEE: Planning & Development (*Haley*)

SUBMITTED BY: Karl Otterstrom, Chief Planning & Development Officer
Mike Tresidder, Senior Transit Planner

SUMMARY: The Planning & Development Committee has a key role in the development of STA's new ten-year strategic plan, *Connect 2035*. As the development and evaluation of initiatives is at the core of *Connect 2035*, staff presented at the May Planning & Development Committee meeting on the continued development of the initiatives and the proposed evaluation process for discussion and Committee input.

BACKGROUND: *Connect 2035* Phase 2 began in earnest in July 2023 with the project kick-off; held with the STA Board of Directors on September 6, 2023. With the initiative development and evaluation process at the center of the discussion for the May committee meeting, the following information provides a preview of that discussion, followed by a recap of milestones achieved to date, and a summary of upcoming milestones.

Initiative Development and Evaluation Process

The development and evaluation of initiatives was first addressed at the March 5, 2024, Board Workshop. The *Connect 2035* initiatives will represent the programs, projects, and supporting investments that are needed to deliver on the three strategic goals. Previously, three projects have been identified as "Flagship" projects. Updated terminology now refers to the following three projects as "Core Investments:"

- Division Street Bus Rapid Transit (BRT)
- Zero-Emission Fleet Transition
- Facilities Master Plan

All other potential initiatives will be run through a 3-stage evaluation process to ensure that the investments identified deliver the most impact while furthering STA's strategic goals to the greatest extent. Through the evaluation process, initiatives will be identified as either an Enhancement (previously described as a Core Initiative) or an Enhanced Plus Initiative (previously described as an Enhanced Initiative). Along with the continued delivery of STA's existing service levels and capital requirements, core investments and enhanced initiatives will require the renewal of the existing additional 0.2% sales tax rate. The working assumption is that implementation of core investments and enhanced initiatives will be the focus of the first five years of *Connect 2035*. Enhanced Plus initiatives will require additional funding from a new funding source to implement and are proposed to be the focus of the second five years of *Connect 2035*.

Recap of Past Phase 2 Milestones

Since that time, staff, consultants, and the STA Board of Directors have:

- Held two Board workshops
- Identified, and implemented, a suite of engagement strategies
- Committed to funding and investment principles and clarified Board interest in service growth opportunities through Board resolution 818-24
- Developed a clear pathway forward on:
 - Completing *STA Moving Forward* and the Near-Term Investments
 - Identifying improvement and expansion opportunities and feeding those into the initiative list development
- Identified a framework for initiative development

Upcoming Connect 2035 Tasks and Milestones

- Engagement
 - Continue outreach to Community Based Organizations (CBO)
 - Compilation of public survey results
 - Continue business group engagement
- Initiative list screening and sorting
- Development and refinement of evaluation criteria

Planned Board workshops:

Month	Board Workshop Topics
June 5, 2024	<ul style="list-style-type: none">• Initiative list screening + sorting• Proposed evaluation criteria• Performance measures
September 4, 2024	<ul style="list-style-type: none">• Initiative list evaluation• Performance measures
October 2, 2024	<ul style="list-style-type: none">• Initiative list packaging

RECOMMENDATION TO BOARD: Receive report.

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 14I: 1ST QUARTER 2024 SERVICE PLANNING INPUT REPORT

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

SUBMITTED BY: Karl Otterstrom, Chief Planning & Development Officer
Damian Fleskes, Senior Transit Planner/Scheduler

SUMMARY: A total of 31 comments and feedback related to fixed route service and stops were received by the Planning & Development Department during the first quarter of 2024. Of the comments received, three were requests for new service, 14 were related to existing service, and 14 were related to bus stops. The comments are summarized below.

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

The purpose of this summary is to inform the Performance Monitoring & External Relations Committee of the feedback received by the Planning & Development Department in the first quarter of 2024. It should be noted that this feedback summary applies only to department-related activities which include, but are not limited to, existing and potential bus service and/or feedback related to specific bus stops.

ADDITIONAL SERVICE REQUESTS

One request for new paratransit service to the Gleneden Community area. (Approximately two miles north of Hastings Road).

The customer was informed that her request would be logged for future consideration. STA does not currently have service planned for this area.

Two requests for expanded service hours on new Route 31 when it starts in Sep 2024 to 11:20 pm on Weekdays and Saturday and later service on Sunday.

The customer was informed we continually balance costs with customer needs. Request for expanded service hours on Route 31 will be evaluated for future consideration.

EXISTING SERVICE COMMENTS

One request for earlier service on Route 23 Maple/Ash from the STA Plaza at 5:20 am weekdays.

The customer was informed that only a select few routes leave the Plaza that early, but the comment would be documented for future service changes. The customer was also informed of STA's rideshare program.

One request for a change to the location of the bus stop on North Howard Street and West Boone Avenue for passengers riding Route 11 Arena/Downtown-Shuttle. The customer requested the bus stop be moved to the southwest corner of West Boone Avenue and North Howard Street, closer to the leased parking lot.

Staff reviewed the route and worked with Operations to add temporary stops adjacent to the leased parking on Howard Street to improve accessibility to the shuttle during multiple construction detours.

One request for improved connection times at the STA Plaza between routes 4 Monroe-Regal, 12 Southside Medical Shuttle, and 25 Division.

The customer was advised of the schedule adjustment that took place in the January 2024 Service Change which met the request. The customer was also given a recommendation to transfer to Route 4 Monroe-Regal at South Stevens Street and West Sprague Avenue in addition to the transfer opportunities at the STA Plaza.

One request for later fixed route service on Sundays.

The customer was informed that later service on Sundays was implemented in August 2022 for the following routes: 4 Monroe-Regal, 6 Cheney, 25 Division, 33 Wellesley, and 90 Sprague. The customer was also given information about Rideshare options and that their request would be documented for future planning.

One request for a better transfer between Route 33 Wellesley and Route 4 Monroe-Regal on the first Sunday morning trip of Route 33 Wellesley.

The customer was informed that this transfer will be looked at for future service changes.

The current interline of Route 33 Wellesley and Route 20 SFCC makes accommodating this change difficult, disrupting transfers in other locations of the network.

Staff are exploring a potential revision to service in 2025 that would change interlining between Route 33 Wellesley and Route 20 SFCC, offering an opportunity to improve this Sunday morning transfer.

One request from a customer transferring from Route 23 Maple/Ash to Route 35 Francis/Market. The customer misses the connection by a few minutes at approximately 2:20 pm weekdays.

The customer was reached via telephone and informed of additional network transfer options and that STA will document and study this schedule for further service changes.

One request for a route change on Route 14 South Adams/Napa to directly serve Rosauer's grocery store located at 14th Avenue & Lincoln Street.

The customer was not able to be reached at the contact information provided. This change will be studied for future service changes.

One comment from a customer regarding Route 23 Maple/Ash at North Ash Street & West Queen Avenue at 5:29 am. The customer feels the bus arrives early, causing the customer to miss the bus.

EXISTING SERVICE COMMENTS

The trip in question was studied and no discrepancy from the published timepoint was found. The passenger was informed of the information and recommended to arrive at the bus stop a minimum of two minutes prior to the estimated departure (5 minutes is strongly encouraged).

One request for a bus stop on East Euclid Avenue & North Barker Road (Route 95 Mid-Valley)

The customer was informed that bus stop additions to Route 95 Mid-Valley are being planned and are projected to be in service by May 2025.

One request for Route 33 Wellesley to always interline with Route 20 SFCC to avoid confusion for riders.

The customer was informed that Route 20 SFCC has a lower frequency of service than Route 33 Wellesley, particularly at reduced ridership times such as Sundays and late nights. The customer was also informed we will document his comments for consideration in future route planning.

One request to adjust the schedule for Route 4 Monroe-Regal to accommodate a four-minute transfer window to Route 20 SFCC at the Plaza for one run each weekday morning.

After studying Route 4 Monroe-Regal runs on weekday mornings, no time point discrepancies were found. The customer was advised to ride an earlier Route 4 Monroe-Regal which provides 15 min frequency, to allow adequate time for transfers at the Plaza to Route 20 SFCC.

One request to adjust departure times from the Valley Transit Center (VTC) for Route 190 Valley Express and Route 90 Sprague. The customer suggested that if other customers can visibly see Route 190 Valley Express, passengers which normally take the Route 90 Sprague would divert to the Route 190 Valley Express bus.

The customer was informed of bay assignments for fixed routes serving the STA Plaza and the rationale behind the current bay assignment for 190 Valley Express.

One request for a bus stop near Goodwill in Airway Heights (9837 West Flight Drive).

Feedback received. STA is exploring long-term plans that could result in bus stops moving closer to this location, subject to route revisions preceded with analysis and public input.

One comment about overcrowding on Route 61 Highway 2/Fairchild on 2:52 pm trip from Fairchild AFB.

Staff investigated and found the average maximum load was approximately 30 riders with some trips as high as 48 riders. This is within the maximum passenger load standards for this route of approximately 60 passengers, to include standees. The customer was notified of the findings and plans to increase Route 61 Highway 2/Fairchild to 15 minutes during peak hours in 2025.

BUS STOP COMMENTS

One complaint of a pothole near the bus stop at Lewis & Clark High School (South Washington Street & West Fourth Avenue) This stop is serviced by Route 144 South Express and Route 4 Monroe-Regal.

The pothole was reported to the City of Spokane and repaired.

BUS STOP COMMENTS

One request from “Transitions” for improved pedestrian access to bus stops at West Dalton Avenue and North Cochran Street or Northwest Boulevard and North Hemlock Street.

The customer was given contact information to the City of Spokane to discuss pedestrian safety improvements such as marked crosswalks.

One request for a trash receptacle at the northbound stop at North Hamilton Street & East Indiana Avenue, serviced by Route 26 Lidgerwood and Route 28 Nevada.

The bus stop shows 16 average daily boardings. A trash receptacle has been directed to be placed at this stop.

One request for a trash receptacle on East Lincoln Avenue & North Division Street service by Route 27 Crestline.

The bus stop shows 7 average daily boardings. Ridership at this location does not meet the threshold of 10 average daily boardings for a trash receptacle. The customer was notified, and STA will monitor bus stop activity for changes.

One comment from a customer concerning the design of passenger shelters. Specifically, they requested that shelters are more enclosed, with the walls extending fully to the surface of the sidewalk.

The customer was informed of the maintenance and safety considerations that prompt STA, among many other transit systems, to provide for passenger shelters that retain a ground-level gap on all sides.

One request for more bus stops on the North Division Street and East Sprague Avenue corridors.

The customer was reached via telephone and was informed of the different considerations for the placement of bus stops.

One request for a bus stop near the downtown library.

The customer was informed that based on the built environment and traffic patterns in the downtown library area, STA cannot successfully implement a bus stop near the library at this time. The customer was informed of continuing efforts to find a resolution to this issue and that this comment has been documented for future planning decisions.

One concern about the bus stop at North Progress Road & East Trent Avenue (layover location for Route 96 Pines/Sullivan). The citizen is concerned the bus is blocking the view of traffic when pulling out of the storage facility driveway.

The customer was informed that the City of Spokane Valley has plans to close this intersection, which will require the removal of this stop in the future. STA anticipates implementing a service change accordingly in coordination with the city's project.

One request for a trash receptacle at North Crestline Street & East Euclid Avenue serviced by Route 27 Crestline and Route 36 North Central.

The bus stop shows 23 average daily boardings. A trash receptacle has been directed to be placed at this stop. The customer was informed.

BUS STOP COMMENTS

One request for a trash receptacle at East Indiana Avenue & North Desmet Street serviced by Route 74 Mirabeau/Liberty Lake.

The bus stop shows 9 average daily boardings, slightly under the typical threshold of 10 average daily boardings. However, trash accumulation in the area was excessive. A trash receptacle has been directed to be placed at this stop.

One request for a trash receptacle at South Maple Street & 9th Avenue service by Route 43 Lincoln/37th Ave.

The bus stop shows 7 average daily boardings. Ridership at this location does not meet the threshold of 10 average daily boardings for a trash receptacle. The customer was notified, and STA will monitor bus stop activity for changes.

One request for a trash receptacle at East Wellesley Avenue & North Pittsburgh Street serviced by Route 33 Wellesley.

The bus stop shows 74 average daily boardings. Until its recent removal by the City of Spokane's contractor, an advertising bench and attached trash receptacle had been available at this location. A trash receptacle has been directed to be placed at this stop. The customer was informed.

One citizen expressed line of sight concerns about bus stop layover at North Regal Street & East Garland Avenue.

This location was studied and recommended that a fixed route supervisor/operator ensure the bus is properly parked in the layover location. More information was requested from the resident, but no response was received.

One request for a bus shelter or bench at North Nevada Street & East Jay Avenue serviced by Route 26 Lidgerwood and Route 28 Nevada.

Ridership at this location does not meet the threshold for a shelter. The customer was notified, and STA will monitor bus stop activity for changes.

RECOMMENDATION TO BOARD: Information only.

SPOKANE TRANSIT AUTHORITY

BOARD MEETING OF

May 16, 2024

AGENDA ITEM 14J: 2025-2030 TRANSIT DEVELOPMENT PLAN: PROPOSED 2025-2027 SERVICE IMPROVEMENTS

REFERRAL COMMITTEE: Planning & Development (*Haley*)

SUBMITTED BY: Karl Otterstrom, Chief Planning & Development Officer
Madeline Arredondo, Associate Transit Planner

SUMMARY: At the May 1, 2024, Planning & Development Committee meeting, as part of the continuing development of the 2025-2030 Transit Development Plan (TDP), staff presented an overview of the significant service changes that are expected to be incorporated into the Service Improvement Program, a key section of the TDP.

BACKGROUND: The Service Improvement Program (SIP), updated annually as described in *Connect Spokane* policies MI 3.3.3 and MI 3.4, outlines the planned Fixed Route service changes set to take place in 2025, 2026 and 2027. Developed in close coordination with the agency’s financial projections, the SIP will become a section of the 2025-2030 Transit Development Plan (TDP). A full draft of the SIP will be included in the draft TDP presented to the committee in June 2024.

During the time span of 2025 through 2027, STA will implement the final investments outlined in *STA Moving Forward*, as well as Near-Term Investments approved in December 2021. This includes implementation of Route 7, the core route identified in the I-90/Valley High Performance Transit Corridor Development Plan. A follow-on investment in the corridor will be Argonne Station Park and Ride, which will introduce an opportunity to restructure the Fixed Route network in greater Spokane Valley. Additionally, the *Connect 2035* strategic plan, expected to be adopted by the end of 2024, will result in initiatives advancing the strategic goals of this new plan. Some of these initiatives may be scheduled for implementation by 2027. The service improvements outlined in the table below are reflective of both planned improvements and prospective initiatives. In the case of prospective initiatives, inclusion in the SIP is to document the feasibility rather than indicate commitment.

Improvements that are explicitly called out in the *STA Moving Forward* plan are indicated as such with an asterisk (*). Near Term Investments improvements are indicated with a caret (^).

2025-2027 Service Improvements

2025 Overview: 2025 primarily focuses on the delivery of service to the West Plains, a potential restructure of service in North Spokane, as well as the introduction of a new High Performance Transit (HPT) route.

- Construction of the extension of 6th Avenue between Craig Road^ and Ketchum Drive and construction of the connection between 12th Avenue and 10th Avenue is expected to be finished by mid-2025. This will allow Route 65 to provide service between Hayford and Craig roads via 10th Avenue, Garfield Road, and 6th Avenue, expanding service coverage in the City of Airway Heights.

<ul style="list-style-type: none"> • Route 61 Highway 2/Fairchild to increase frequency to 15-minutes at peak to Airway Heights.*
<ul style="list-style-type: none"> • Introduce double-decker buses on Routes 6 Cheney and 66 EWU.*
<ul style="list-style-type: none"> • In fulfillment of the I-90/Valley Corridor Development Plan, HPT Route 7 will supersede routes 60 and 74 and introduce night and weekend service along I-90 between Spokane and Liberty Lake.*
<ul style="list-style-type: none"> • Renumber Route 172 Liberty Lake Express to Route 722 to incorporate the route number into the I-90/Valley High Performance Transit corridor numbering schema, similar to the 600-series on the West Plains.
<ul style="list-style-type: none"> • Increase evening and/or weekend service on Route 45 Perry District, consistent with the proposed 2024 amendment to <i>STA Moving Forward</i>.*
<p>2026 Overview: Improvements in 2026 are focused on minor adjustments and schedule refinements, as well as the potential pilot expansion of STA service into northern Idaho as included in <i>STA Moving Forward</i>.</p>
<ul style="list-style-type: none"> • Subject to a cross-state partnership agreement, introduce hourly pilot service connecting Spokane Valley and Liberty Lake with Kootenai County.*
<ul style="list-style-type: none"> • Restructure and optimize service consistent with initiatives as may be identified, evaluated and prioritized in <i>Connect 2035</i>.
<p>2027 Overview: Improvements in 2027 are primarily focused on adjusting routes in greater Spokane Valley to incorporate the anticipated completion of Argonne Station Park and Ride.</p>
<ul style="list-style-type: none"> • Prospective <i>Connective 2035 Initiative</i>: Implement the restructure of service in greater Spokane Valley (Liberty Lake, Millwood and Spokane Valley) to expand service coverage while also targeting areas of strong demand.

RECOMMENDATION TO BOARD: Information only.