

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

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

Wednesday, May 1, 2024

1:30 p.m. – 3:00 p.m.

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

AGENDA

1. Call to Order and Roll Call
2. Committee Chair Report (5 minutes)
3. Committee Action (10 minutes)
 - A. Minutes of the March 27, 2024, Committee Meeting -- *Corrections/Approval*
 - B. Appointment of Members to Citizen Advisory Committee (*Cortright*)
4. Committee Action (20 minutes)
 - A. Board Consent Agenda
 1. Plaza Facility Engineering Services - Award of Contract (*Rapez-Betty*)
 2. Mirabeau Transit Center Improvements - Award of Contract (*Otterstrom*)
 3. City of Spokane Valley Master Design and Construction Agreement (*Otterstrom*)
 - B. Board Discussion Agenda (*none*)
5. Reports to Committee (20 minutes)
 - A. Community Access Pass (CAP) Program Survey Results (*Cortright*)
 - B. 2023 Fixed Route Rider Survey Results (*Cortright*)
6. CEO Report (*E. Susan Meyer*) (15 minutes)
7. Committee Information (no discussion/staff available for questions)
 - A. March 2024 Operating Indicators (*Rapez-Betty*)
 - B. March 2024 Financial Results Summary (*Liard*)
 - C. April 2024 Sales Tax Revenue (*Liard*)
 - D. 1st Quarter 2024 Service Planning Input Report (*Otterstrom*)
8. Review June 5, 2024, Meeting Agenda (5 minutes)
9. New Business (5 minutes)
10. Committee Members' Expressions (5 minutes)
11. Adjourn

Next Committee Meeting: Wednesday, June 5, 2024, at 1:30 p.m. in person.

Optional Virtual Link: [Join Here](#)

Password:

Members: 2024

Guests: 0524

Call-in Number:

1-408-418-9388

Event #: 2480 343 2244

Agendas of regular Committee and Board meetings are posted the Friday afternoon preceding each meeting at the STA's website: www.spokanetransit.com. Discussions concerning matters to be brought to the Board are held in Committee meetings. The public is welcome to attend and participate. Spokane Transit assures nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act. For more information, see www.spokanetransit.com. Upon request, alternative formats of this information will be produced for people who are disabled. The meeting facility is accessible for people using wheelchairs. For other accommodations, please call (509) 325-6094 (TTY Relay 711) at least forty-eight (48) hours in advance.

SPOKANE TRANSIT AUTHORITY

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

May 1, 2024

AGENDA ITEM 3A : MINUTES OF THE MARCH 27, 2024 (APRIL MEETING), PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING – CORRECTIONS OR APPROVAL

REFERRAL COMMITTEE: n/a

SUBMITTED BY: Molly Fricano, Executive Assistant

SUMMARY: Attached are minutes of the March 27, 2024 (April meeting), Performance Monitoring & External Relations Committee meeting for corrections or approval.

RECOMMENDATION TO COMMITTEE: Corrections or approval.

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

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

Draft 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

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

May 1, 2024

AGENDA ITEM: **3B** APPOINTMENT OF MEMBERS TO CITIZEN ADVISORY COMMITTEE

REFERRAL COMMITTEE: n/a

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

SUMMARY: The Citizen Advisory Committee (CAC) was established in 2004 to represent the interests of the community and assist STA staff and the Board of Directors in making the region proud of its public transportation system. Members serve as conduits of information between the agency and the community by both relaying STA-related information to their networks and by providing input to STA. In 2015, the CAC became a subcommittee to Performance Monitoring & External Relations (PMER) Committee.

Per its charter, the CAC shall be composed of no more than 15 members who are appointed by the PMER Committee. Terms are for three (3) years, and members may serve up to two (2) terms. Membership shall reflect the STA service area and strive for regional and diverse representation. Selection of members is through an application process followed by a vote from the PMER Committee to appoint members following the recommendation of the CAC. Currently, the CAC has twelve (12) members. At the time of the CAC meeting, there were thirteen (13) members, but one member resigned since the last meeting (Steve Faust, whose term was scheduled to end in November 2024).

The CAC Chair, Dan Brown, CAC members JT Ramsey and Kinzie Michael, along with STA staff member Carly Cortright, interviewed three CAC applicants that would add additional representation to the CAC.

The CAC recommended PMER approve the appointment of Julie Corpuz and Jackson Deese at the April 12, 2024, meeting. Julie is a recent immigrant to the United States who relies on STA for transportation. Jackson works for Spokane County and is a recent Urban Planning graduate.

| Members | Term Ends | First Term Ended |
|-----------------|-----------|------------------|
| JT Ramsey | 10/2024 | |
| Susan Gray | 04/2025 | 04/2022 |
| Konrad Capeller | 12/2025 | |
| Tino Andrade | 12/2025 | |
| Caleb McDougall | 03/2026 | 03/2023 |
| Dan Brown | 12/2026 | 12/2023 |

| Members | Term Ends | First Term Ended |
|-----------------|-----------|------------------|
| Chris Fortensky | 12/2026 | 12/2023 |
| Linda Carroll | 12/2026 | 12/2023 |
| Andrew Tse | 02/2027 | |
| Rhonda Young | 02/2027 | |
| Kinzie Michael | 03/2027 | 3/2024 |
| Perry Crandall | 04/2027 | |

RECOMMENDATION TO COMMITTEE: Approve, by motion, the appointment of Julie Corpuz and Jackson Deese to the Citizen Advisory Committee, for a first term of three years, commencing June 1, 2024.

SPOKANE TRANSIT AUTHORITY

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

May 1, 2024

AGENDA ITEM: 4A1 PLAZA FACILITIES ENGINEERING SERVICES - AWARD OF CONTRACT

REFERRAL COMMITTEE: n/a

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:

| Proposer | Evaluation Score |
|-------------------------|------------------|
| Black Realty Management | 69.75 |

RECOMMENDATION TO COMMITTEE: Recommend the Board of Directors 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.

SPOKANE TRANSIT AUTHORITY

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

May 1, 2024

AGENDA ITEM 4A2 : MIRABEAU TRANSIT CENTER IMPROVEMENTS - AWARD OF CONTRACT

REFERRAL COMMITTEE: n/a

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 below:

| 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.

SPOKANE TRANSIT AUTHORITY

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

May 1, 2024

AGENDA ITEM 4A3 : CITY OF SPOKANE VALLEY MASTER DESIGN AND CONSTRUCTION AGREEMENT

REFERRAL COMMITTEE: n/a

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.

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 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

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

F. CHANGES

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

G. PERMITS, APPROVALS & COMMUNITY RELATIONS

The Managing Party shall be responsible for obtaining all permits, licenses, easements, and approvals necessary to execute the Scope of Work and/or its obligations hereunder, shall pay all fees or costs associated therewith, shall keep records of all information, and shall provide the Funding Party with a copy of 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 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

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

4. CONTINUING CONTROL

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

A. GENERAL

The Parties acknowledge that some Cooperative Projects will be funded in part with federal funding from FTA. 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

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

F. RECORDS

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

G. INCIDENTAL USE

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

H. TRANSFER OR LEASE OF PROPERTY

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

5. DISPOSITION OF COOPERATIVE PROJECT

A. GENERAL

Unless FTA Approval is required, the Parties may mutually negotiate the disposition of any Cooperative Project, subject to compliance with applicable 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 |
|--|---|
| Contact Title Company City of Spokane Valley 10210 E Sprague Ave Spokane Valley, WA 99206 E: P: (509) | 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 |
|--|--|
| Name Title City of Spokane Valley 10210 E Sprague Ave Spokane Valley, WA 99206 E: P: (509) | 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 City, its contractors or employees, agents or representatives and STA or its employees, agents or representatives, the indemnification applies only to the extent of the negligence of the City, its contractors or employees, agents or representatives. In the event of any such claims, demands, suits, actions and lawsuits, the City shall assume all costs of defense thereof, including legal fees incurred by STA, and of all resulting judgments that may be obtained against STA or any of its officers, principals, agents, or employees. If resulting therefrom, any lien is placed upon property of STA or any of its officers, principals, agents or employees, the City shall at once cause the same to be dissolved and discharged by giving bond or otherwise. The City specifically assumes potential liability for actions brought by the City's own employees against STA and for that purpose the City specifically waives, as respects to STA only, any immunity under the Workers' Compensation Act, RCW Title 51; and the City recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provisions of RCW 4.24.115, if applicable. In the event either Party incurs attorneys' fees, costs or other legal expenses to enforce the provisions of this section against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.
- C. The provisions of this section shall survive any termination of this Agreement or 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.

[signatures on the following page]

30. SIGNATURES

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

City of Spokane Valley

Spokane Transit Authority

By:
Title:

By: E. Susan Meyer
Title: Chief Executive Officer

Date: _____

Date: _____

By:
Title:

Date: _____

Attest:

Attest

By:
Title:

By: Dana Infalt
Title: Clerk of the Authority

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By:
Title: 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) | Contact Title Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: P: (509) |

EXHIBIT A

SAMPLE PROJECT AGREEMENT

7. PROJECT CONSTRUCTION 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) | Contact Title Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: P: (509) |

8. INCORPORATION OF MASTER AGREEMENT

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

9. INCORPORATION OF FTA TERMS & CONDITIONS

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

OR

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

10. CONFLICT OF TERMS

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

[signatures on the following page]

EXHIBIT A

SAMPLE PROJECT AGREEMENT

11. SIGNATURES

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

City of Spokane Valley

Spokane Transit Authority

By:
Title:

By: E. Susan Meyer
Title: Chief Executive Officer

Date: _____

Date: _____

By:
Title:

Date: _____

Attest:

Attest:

By:
Title:

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

**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

SPOKANE TRANSIT AUTHORITY

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

May 1, 2024

AGENDA ITEM: 5A COMMUNITY ACCESS PASS (CAP) PROGRAM SURVEY RESULTS

REFERRAL COMMITTEE: n/a

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

SUMMARY: In Q1 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 will be shared during the PMER meeting.

RECOMMENDATION TO COMMITTEE: Receive Report

SPOKANE TRANSIT AUTHORITY

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

May 1, 2024

AGENDA ITEM: **5B** 2023 FIXED ROUTE RIDER SURVEY RESULTS

REFERRAL COMMITTEE: n/a

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 COMMITTEE: Receive Report

SPOKANE TRANSIT AUTHORITY

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

May 1, 2024

AGENDA ITEM 6: CEO REPORT

REFERRAL COMMITTEE: n/a

SUBMITTED BY: E. Susan Meyer, Chief Executive Officer

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

RECOMMENDATION TO COMMITTEE: Information only.

SPOKANE TRANSIT AUTHORITY

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

May 1, 2024

AGENDA ITEM 7A: MARCH 2024 OPERATING INDICATORS

REFERRAL COMMITTEE: n/a

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).

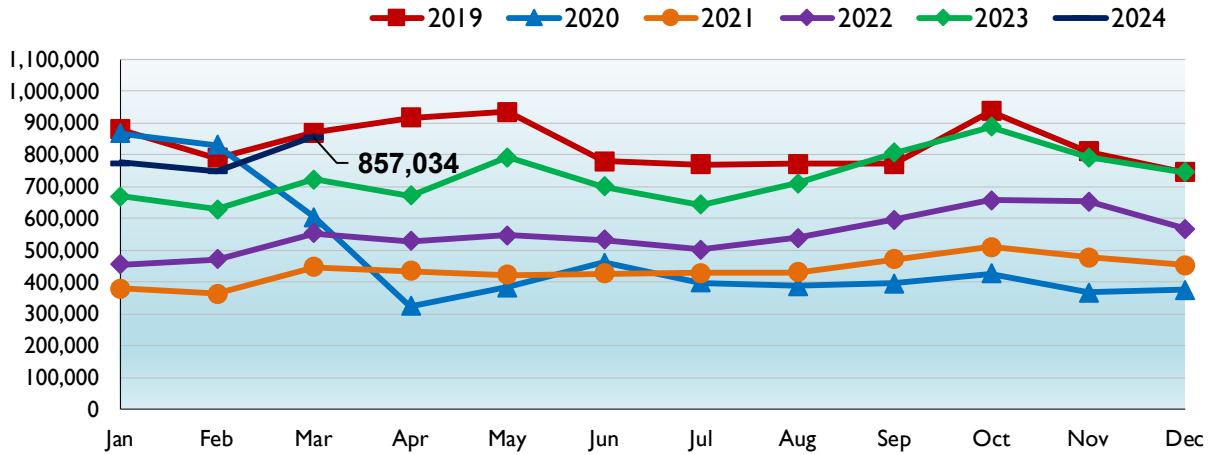
- Employer-Sponsored Bus Pass Program decreased 3.2% (465 passes vs. 481 passes) in March 2024 compared to March 2023. YTD Employer-Sponsored Passes increased 24.1% (1,347 passes vs. 1,085 passes).

Specialty Pass Programs:

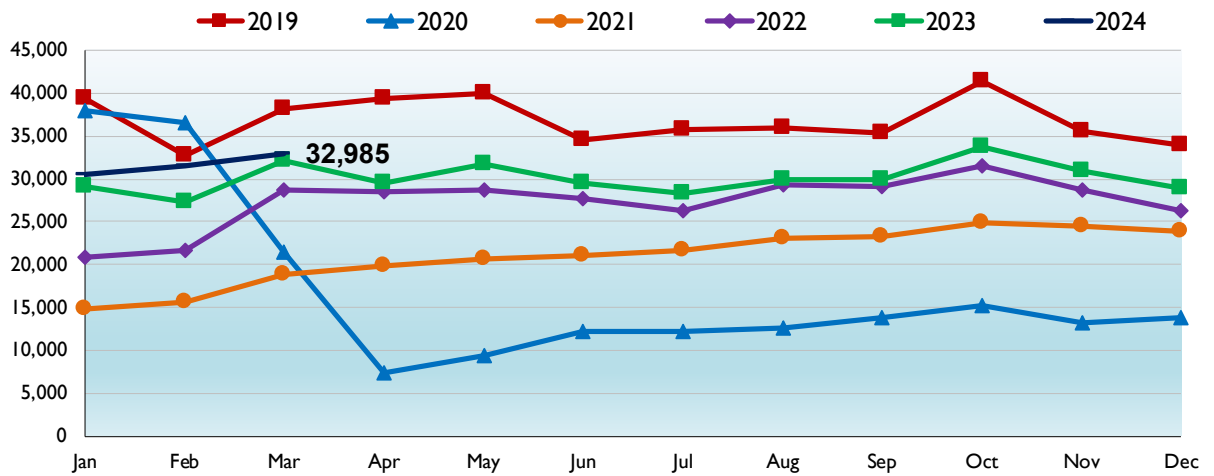
| Monthly Data | YTD Data |
|---|--|
| Shuttle Park monthly <u>sales</u> Decreased 38.9% (113 vs. 185 in 2023) | YTD sales Decreased 30.1% (384 vs. 549 in 2023) |
| ESBP monthly sales Decreased 3.3% (465 vs. 481 in 2023) | YTD sales Increased 24.1% (1,347 vs. 1,085 in 2023) |
| UTAP monthly rides Increased 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 COMMITTEE: Information only.

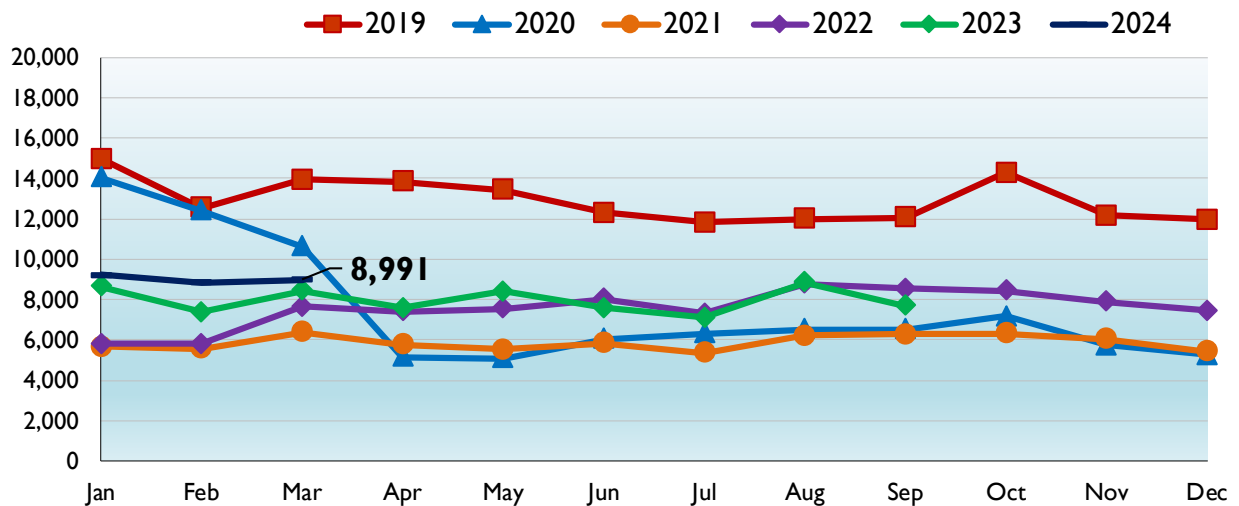
FIXED ROUTE RIDERSHIP



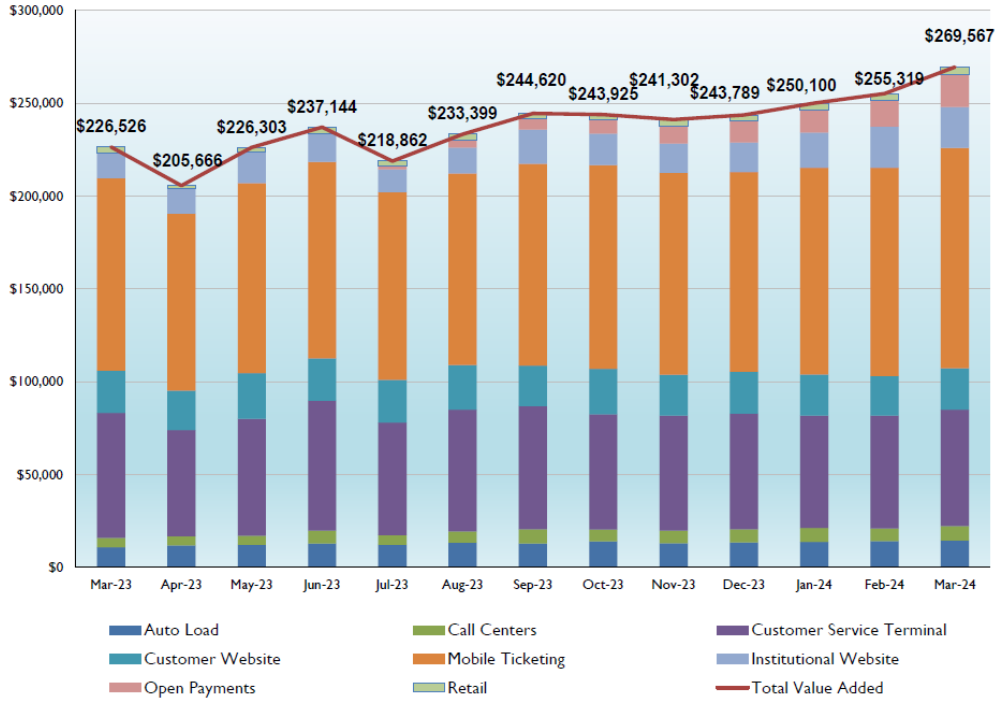
PARATRANSIT RIDERSHIP



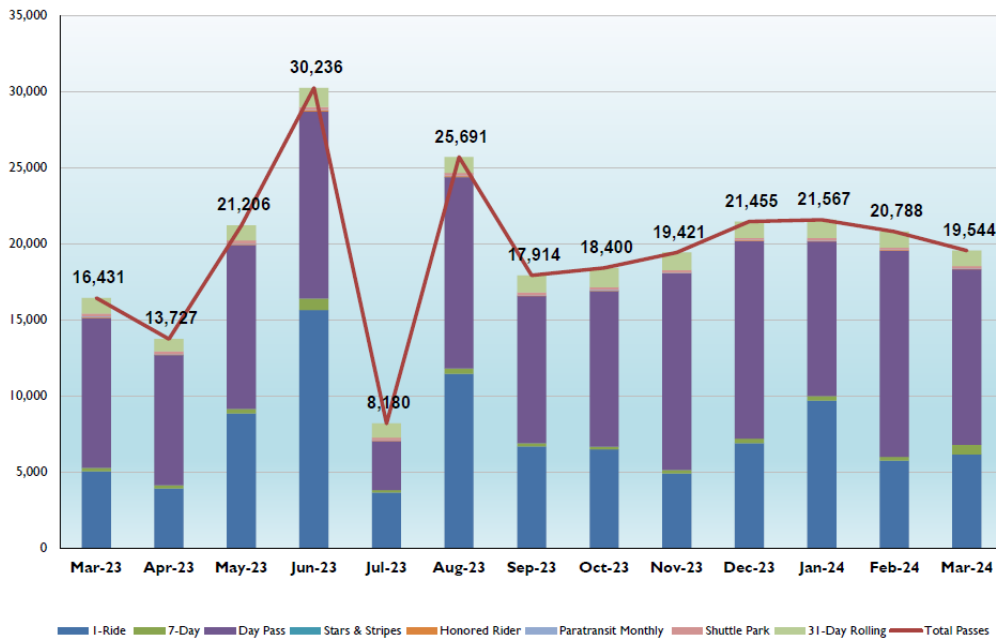
RIDESHARE RIDERSHIP



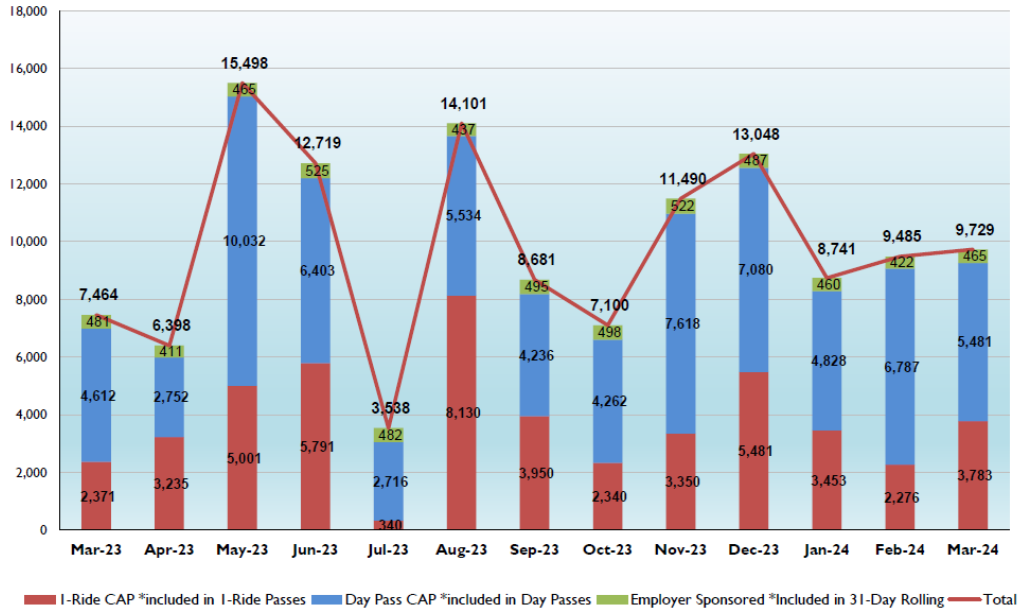
TOTAL VALUE ADDED TO CONNECT CARDS



TOTAL PASS SALES



TOTAL DISCOUNT PASSES



SPOKANE TRANSIT AUTHORITY

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

May 1, 2024

AGENDA ITEM 7B : MARCH 2024 FINANCIAL RESULTS SUMMARY

REFERRAL COMMITTEE: n/a

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

SUMMARY: Attached are the March 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

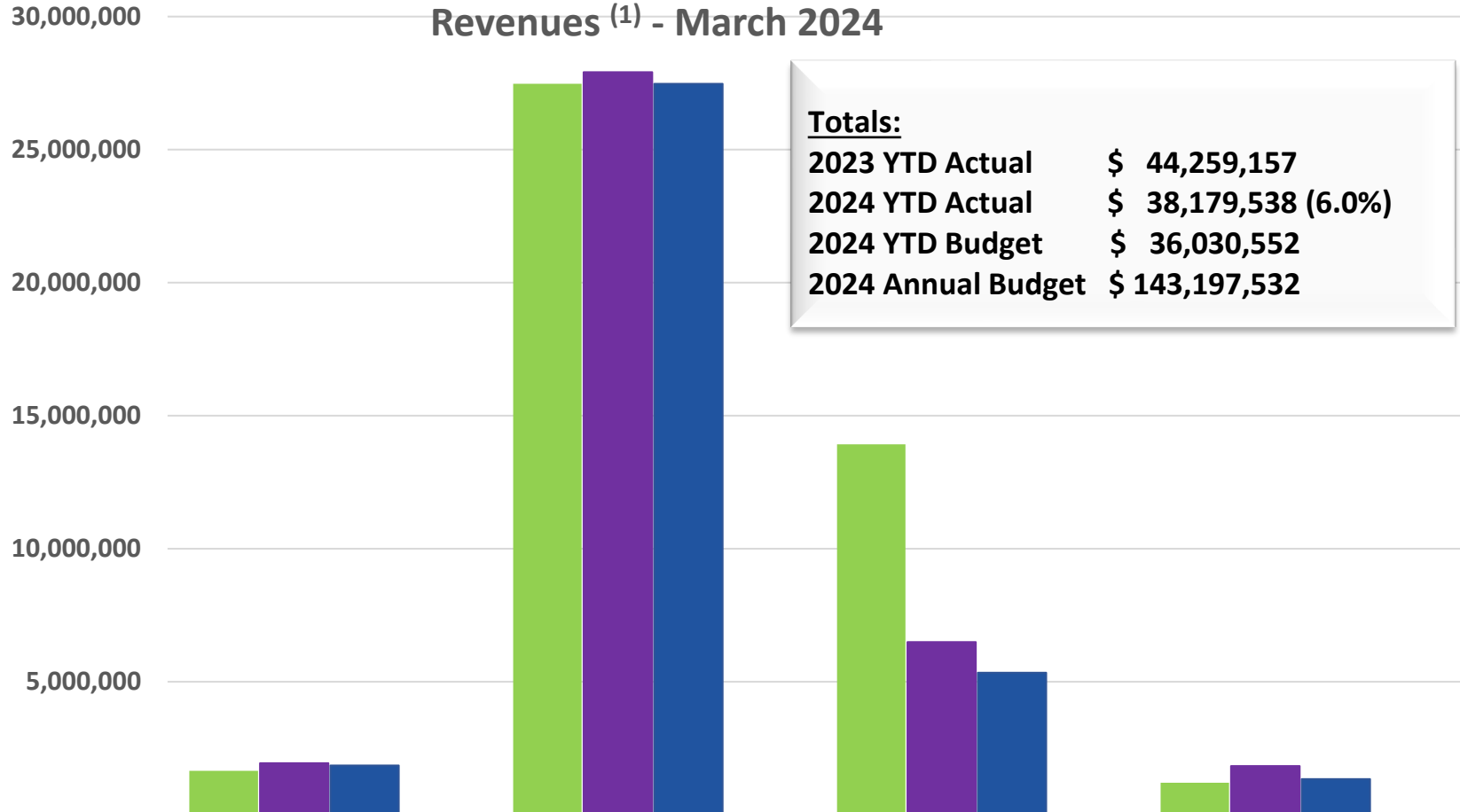
Operating Expenses

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 COMMITTEE: Information only.

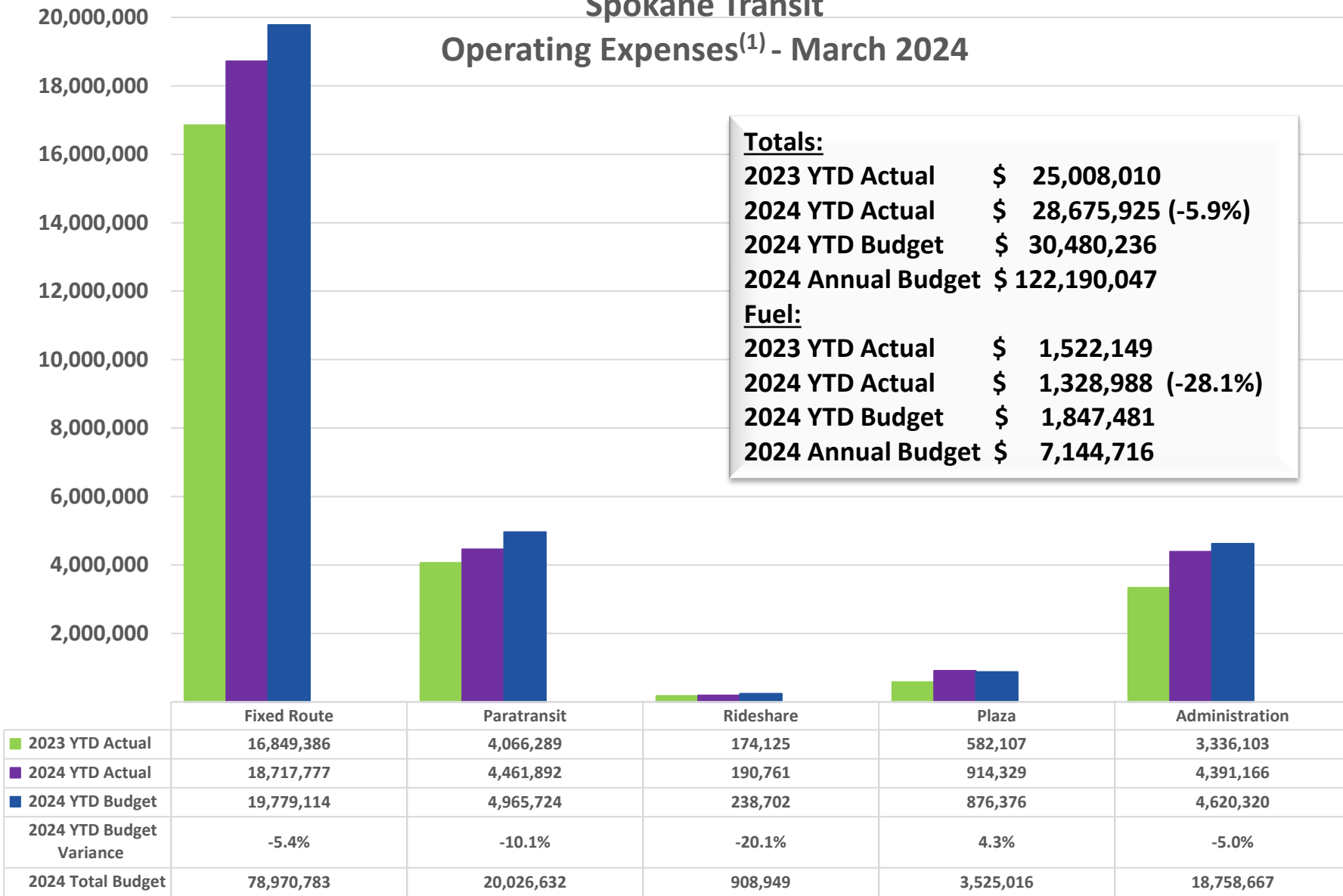
Spokane Transit Revenues ⁽¹⁾ - March 2024



| | 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



Totals:
 2023 YTD Actual \$ 25,008,010
 2024 YTD Actual \$ 28,675,925 (-5.9%)
 2024 YTD Budget \$ 30,480,236
 2024 Annual Budget \$ 122,190,047

Fuel:
 2023 YTD Actual \$ 1,522,149
 2024 YTD Actual \$ 1,328,988 (-28.1%)
 2024 YTD Budget \$ 1,847,481
 2024 Annual Budget \$ 7,144,716

(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

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

May 1, 2024

AGENDA ITEM 7C : APRIL 2024 SALES TAX REVENUE

REFERRAL COMMITTEE: n/a

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:

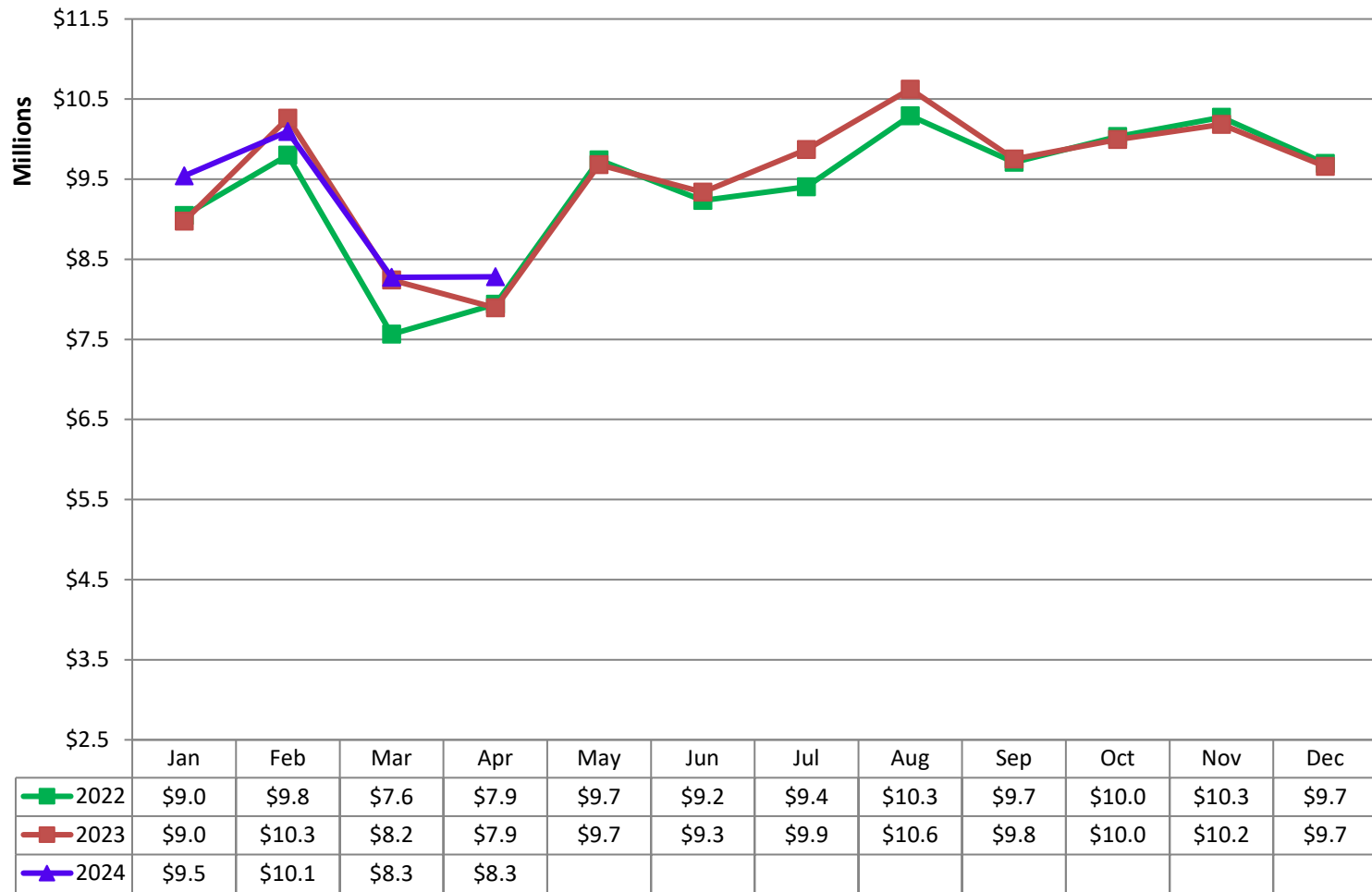
- 4.9% above 2024 budget
- 2.3% above YTD 2024 budget
- 4.9% above 2023 actual
- 2.3% above YTD 2023 actual

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

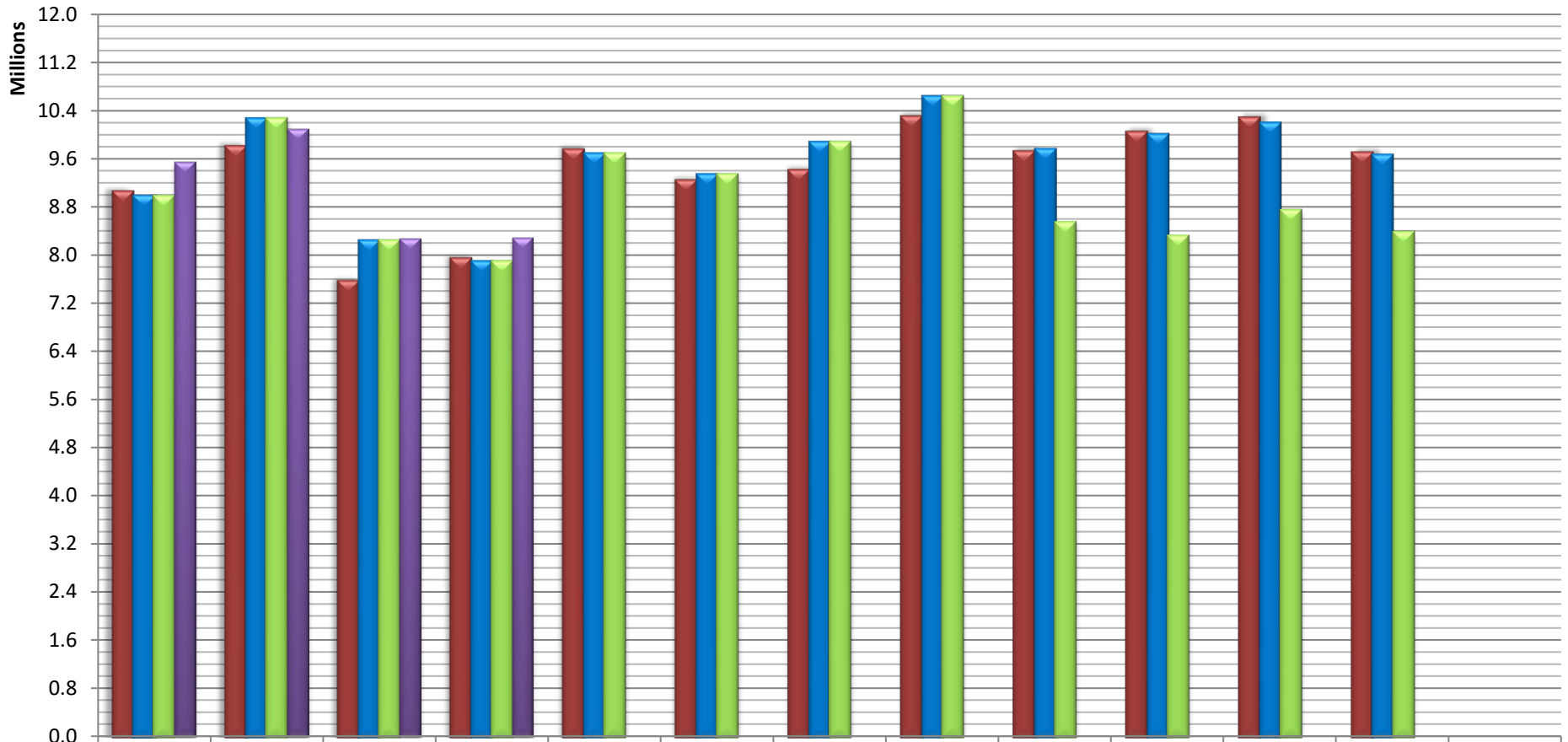
RECOMMENDATION TO COMMITTEE: Information only.

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

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

May 1, 2024

AGENDA ITEM 7D: 1ST QUARTER 2024 SERVICE PLANNING INPUT REPORT

REFERRAL COMMITTEE: n/a

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.

EXISTING SERVICE COMMENTS

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.

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.

EXISTING SERVICE COMMENTS

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.

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.

BUS STOP COMMENTS

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.

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.

BUS STOP COMMENTS

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 COMMITTEE: Information only.

SPOKANE TRANSIT AUTHORITY

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

May 1, 2024

AGENDA ITEM 8 : JUNE 5, 2024, DRAFT COMMITTEE MEETING AGENDA REVIEW

REFERRAL COMMITTEE: n/a

SUBMITTED BY: STA Staff

SUMMARY: At this time, members of the Performance Monitoring & External Relations Committee will have an opportunity to review and discuss the items to be included on the June 5, 2024, draft agenda.

RECOMMENDATION TO COMMITTEE: For discussion.

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

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

Wednesday, June 5, 2024

1:30 p.m. – 3:00 p.m.

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

AGENDA

1. Call to Order and Roll Call
2. Committee Chair Report *(5 minutes)*
3. Committee Action *(5 minutes)*
 - A. Minutes of the May 1, 2024, Committee Meeting -- *Corrections/Approval*
4. Committee Action *(20 minutes)*
 - A. Board Consent Agenda
 1. Public Transportation Agency Safety Plan *(Williams)*
 2. 2024 Equal Employment Opportunity Plan *(Williams)*
 - B. Board Discussion Agenda *(none)*
5. Reports to Committee (30 minutes)
 - A. 2023 Fixed Route System Performance Report *(Otterstrom)*
 - B. 2024 First Quarter Year-to-Date Performance Measures *(Rapez-Betty)*
6. CEO Report *(E. Susan Meyer) (15 minutes)*
7. Committee Information (no discussion/staff available for questions)
 - A. April 2024 Operating Indicators *(Rapez-Betty)*
 - B. April 2024 Financial Results Summary *(Liard)*
 - C. May 2024 Sales Tax Revenue *(Liard)*
8. Review July 10, 2024, Meeting Agenda *(5 minutes)*
9. New Business *(5 minutes)*
10. Committee Members' Expressions *(5 minutes)*
11. Adjourn

Next Committee Meeting: Wednesday, July 10, 2024, at 1:30 p.m. in person.

| | | |
|------------------------|----------------------|------------------------|
| Optional Virtual Link: | Join Here | |
| Password: | Members: 2024 | Guests: 0624 |
| Call-in Number: | 1-408-418-9388 | Event #: XXXX XXX XXXX |

Agendas of regular Committee and Board meetings are posted the Friday afternoon preceding each meeting at the STA's website: www.spokanetransit.com. Discussions concerning matters to be brought to the Board are held in Committee meetings. The public is welcome to attend and participate. Spokane Transit assures nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act. For more information, see www.spokanetransit.com. Upon request, alternative formats of this information will be produced for people who are disabled. The meeting facility is accessible for people using wheelchairs. For other accommodations, please call (509) 325-6094 (TTY Relay 711) at least forty-eight (48) hours in advance.

SPOKANE TRANSIT AUTHORITY

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

May 1, 2024

AGENDA ITEM 9 : NEW BUSINESS

REFERRAL COMMITTEE: n/a

SUBMITTED BY: n/a

SUMMARY: At this time, the Committee will have the opportunity to discuss new business relating to Performance Monitoring & External Relations.

RECOMMENDATION TO COMMITTEE: For Information only.

SPOKANE TRANSIT AUTHORITY

PERFORMANCE MONITORING & EXTERNAL RELATIONS COMMITTEE MEETING

May 1, 2024

AGENDA ITEM 10 : COMMITTEE MEMBERS' EXPRESSIONS

REFERRAL COMMITTEE: n/a

SUBMITTED BY: n/a

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

RECOMMENDATION TO COMMITTEE: For discussion.