

SPOKANE TRANSIT AUTHORITY
BOARD OPERATIONS COMMITTEE MEETING

March 10, 2021

AGENDA ITEM 2 : APPROVE COMMITTEE AGENDA

REFERRAL COMMITTEE: N/A

SUBMITTED BY: Pamela Haley, Committee Chair

SUMMARY

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

RECOMMENDATION TO COMMITTEE: Approve agenda.

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

BOARD OPERATIONS COMMITTEE MEETING

Wednesday, March 10, 2021

1:30 p.m. – 3:00 p.m.

Via Webex Video Conference

Committee Members: [Click here to join the meeting](#)

General Public: [Click here to view the meeting](#)

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AGENDA

1. Call to Order and Roll Call
2. Approve Committee Agenda (*Haley*)
3. Chair's Comments (*Haley*) (*5 minutes*)
4. Committee Action/Discussion: (*5 minutes*)
 - A. February 10, 2021, Committee Meeting Minutes – Corrections/Approval
5. Committee Chair Reports: (*20 minutes*)
 - A. Al French, Planning & Development
 - B. Chris Grover, Performance Monitoring & External Relations
6. Jefferson Park and Ride Cooperative Agreement – Recommendation (*Otterstrom*) (*10 minutes*)
7. FTA Low-No Program Grant Fleet Electrification Application – Recommendation (*Otterstrom*) (*10 minutes*)
8. Board of Directors Draft March 18, 2021 Meeting Agenda – Corrections/Approval (*Meyer*) (*5 minutes*)
9. Board Operations Committee Draft April 7, 2021 Meeting Agenda – Information (*Meyer*) (*5 minutes*)
10. CEO Report (*10 minutes*)
11. New Business
12. Adjourn

Next Committee Meeting: Wednesday, April 7, 2021, 1:30 p.m. (*First Wednesday*)
Via Webex Video Conference

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

SPOKANE TRANSIT AUTHORITY
BOARD OPERATIONS COMMITTEE MEETING

March 10, 2021

AGENDA ITEM 3 : BOARD OPERATIONS COMMITTEE CHAIR'S REPORT

REFERRAL COMMITTEE: N/A

SUBMITTED BY: Pamela Haley, Committee Chair

SUMMARY

Ms. Haley will take this opportunity to discuss topics of interest regarding Spokane Transit.

RECOMMENDATION TO COMMITTEE: Receive report.

SPOKANE TRANSIT AUTHORITY
BOARD OPERATIONS COMMITTEE MEETING

March 10, 2021

AGENDA ITEM 4A : MINUTES OF THE FEBRUARY 10, 2021, COMMITTEE MEETING -
CORRECTIONS AND/OR APPROVAL

REFERRAL COMMITTEE: N/A

SUBMITTED BY: Kathleen Roberson
Executive Assistant to the Chief Financial Officer

SUMMARY

The February 10, 2021, meeting minutes are attached for your information, correction and/or approval.

RECOMMENDATION TO COMMITTEE: Corrections and / or approval.

BOARD OPERATIONS COMMITTEE MEETING

Draft Minutes of the February 10, 2021 Meeting
Via Webex Video Conference

MEMBERS PRESENT

Pamela Haley, City of Spokane Valley, Chair
Chris Grover, Small Cities Representative (Airway Heights), *Performance Monitoring & External Relations Committee Chair*, Chair Pro Tempore
Al French, Spokane County, *Planning & Development Committee Chair*
E. Susan Meyer, Chief Executive Officer, *Ex-officio*

STAFF PRESENT

Emily Arneson, *Ombudsman & Accessibility Officer*
Dana Infalt, *Clerk of the Authority*
Monique Liard, *Chief Financial Officer*
Fred Nelson, *Interim Chief Operations Officer*
Karl Otterstrom, *Director of Planning & Development*
Brandon Rapez-Betty, *Director of Communications & Customer Service*
Nancy Williams, *Director of Human Resources & Labor Relations*

GUEST

Karen Stratton, City of Spokane

PROVIDING LEGAL COUNSEL

Laura McAloon, McAloon Law PLLC

1. CALL TO ORDER AND ROLL CALL

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

2. APPROVE COMMITTEE AGENDA

Mr. Grover moved to approve the agenda, Mr. French seconded and the motion passed unanimously.

3. CHAIR'S COMMENTS

None.

4. COMMITTEE ACTION/DISCUSSION

a. January 13, 2021 Committee Minutes

Mr. Grover moved to approve the January 13, 2021, committee meeting minutes as submitted, Mr. French seconded and the motion passed unanimously.

5. COMMITTEE CHAIR REPORTS

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

The Committee reviewed its 2021 Planning and Development Work Program. Mr. Otterstrom gave an overview of the 2022-2027 Transit Development Plan and briefed the Committee on the DivisionConnects Program.

b. Chris Grover, Chair, Performance Monitoring & External Relations (PMER)

The Committee forwarded four recommendations to the Board consent agenda for approval: 1) IRS Environmental Acceptance of Contract as Complete; 2) Scope of Work and Budget Approval for the Non-Diesel Underground Storage Tank Replacement; 3) Spokane Falls Station Construction Final Acceptance; and, 4) the Swiftly Software Contract Agreement.

6. BOARD OF DIRECTORS AGENDA FEBRUARY 18, 2021

Mr. French moved to approve the Board of Directors agenda as presented, Mr. Grover seconded and the motion passed unanimously.

7. **BOARD OPERATIONS COMMITTEE DRAFT AGENDA MARCH 10, 2021**

There were no changes to the draft agenda. Mr. French asked how the Jefferson Lot Agreement is impacted by the conversations between the City of Spokane and the Washington State Department of Transportation (WSDOT). Mr. Otterstrom said because the Jefferson Lot is a Park & Ride available to anyone to use for public or mass transportation purposes, WSDOT is working directly with Spokane Transit on a no fee lease agreement.

8. **CEO REPORT**

Washington State Legislative Update. Senator Hobbs, chair of the Senate Transportation Committee, has included \$25 million for Spokane Transit's Division Street Bus Rapid Transit (BRT) project in the Committee's Revenue Package. Staff provided project information to Representative Riccelli with the hope that he will submit the project to the House Transportation Committee's Revenue Package. The Division Street BRT is next on STA's list of projects after the City Line and could cost as much as \$150 million. If STA received \$25 million from the State Legislature, it would fund everything through project development, preliminary engineering, and preparing an application for a Small Starts Grant.

STA Paratransit drivers are on call to receive a COVID-19 vaccination at the Arena if there is an opening. Paratransit and Fixed Route drivers will be eligible for vaccinations this spring subject to vaccine availability.

STA has updated signage in facilities and on vehicles to reflect the new federal requirement to wear a mask on public transportation.

9. **NEW BUSINESS**

None

10. **ADJOURN**

With no further business to come before the Committee, Chair Haley adjourned the meeting at 1:49 p.m.

Respectfully submitted,



Kathleen Roberson
Executive Assistant to the Chief Financial Officer

SPOKANE TRANSIT AUTHORITY
BOARD OPERATIONS COMMITTEE MEETING

March 10, 2021

AGENDA ITEM 5A : PLANNING & DEVELOPMENT COMMITTEE CHAIR REPORT

REFERRAL COMMITTEE: N/A

SUBMITTED BY: Al French, Chair, Planning & Development

SUMMARY

Mr. French will review the March 3, 2021, and March 31, 2021 (April meeting), committee meeting agendas as part of his report. Agendas are attached.

RECOMMENDATION TO COMMITTEE: For information & discussion.

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

PLANNING & DEVELOPMENT COMMITTEE MEETING

Wednesday, March 3, 2021

10:00 a.m. – 11:30 a.m.

Via Video Conference

Committee Members: [Click here to join the meeting](#)

General Public: [Click here to view the meeting](#)

Audio Conference: Call the number below and enter the access code.
+1-408-418-9388 | Access code: 146 500 5114

AGENDA

1. Call to Order and Roll Call
2. Committee Chair Report *(5 minutes)*
3. Committee Action *(15 minutes)*
 - A. Minutes of the February 3, 2021 Committee Meeting -- *Corrections/Approval*
 - B. City Line: Approval of Scope of Work for Wall Street, Station 28 Construction *(Otterstrom/Bielaski)*
 - C. High Performance Transit (HPT) Amenities Installation Revised Scope of Work – *(Otterstrom/Hanson)*
4. Committee Action
 - A. Board Consent Agenda
(No information included this month.)
 - B. Board Discussion Agenda *(10 minutes)*
 1. City Line: Browne’s Addition Stations Customized Shelters Request *(Otterstrom/Hanson)*
5. Reports to Committee *(35 minutes)*
 - A. DivisionConnects: Draft Recommendation Locally Preferred Alternative (Resolution) *(Otterstrom/Tresidder)*
 - B. 2022-2027 Transit Development Plan: Develop Mid-Range Planning Guidance *(Otterstrom/Tresidder)*
 - C. Draft SRTC 2021-2022 Unified Planning Work Program (UPWP) *(Otterstrom/Tresidder)*
 - D. I-90 / Valley Corridor Planning Update *(Otterstrom/Bielaski)*
6. CEO Report *(10 minutes)*
7. Committee Information
 - A. Connect Spokane Update – *(Otterstrom/Tresidder)*
8. March 31, 2021 **(April)** Committee Meeting Agenda *(5 minutes)*
9. New Business *(5 minutes)*
10. Committee Members’ Expressions *(5 minutes)*
11. Adjourn

Next Committee Meeting: Wednesday, March 31, 2021 **(April Meeting)**, 10:00 a.m. via Webex.

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PLANNING & DEVELOPMENT COMMITTEE MEETING

Wednesday, March 31, 2021 (**April Meeting**)

10:00 a.m. – 11:30 a.m.

Via Video Conference

Committee Members: [Click here to join the meeting](#)

General Public: [Click here to view the meeting](#)

Audio Conference: Call the number below and enter the access code.
+1-408-418-9388 | Access code: XXX XXX XXXX

DRAFT AGENDA

1. Call to Order and Roll Call
2. Committee Chair Report *(5 minutes)*
3. Committee Action *(5 minutes)*
 - A. Minutes of the March 3, 2021 Committee Meeting -- *Corrections/Approval*
4. Committee Action
 - A. Board Consent Agenda
(No items being presented this month.)
 - B. Board Discussion Agenda *(10 minutes)*
 1. Division BRT: Locally Preferred Alternative and Corridor Development Plan – *(Otterstrom)*
 2. 2022-2027 Transit Development Plan: Finalize Mid-range Planning Guidance
(Otterstrom/Tresidder)
5. Reports to Committee *(45 minutes)*
 - A. 2022-2027 Transit Development Plan: Review Preliminary Revenue and Expenditure Forecast Assumptions *(Otterstrom/Liard)*
 - B. 2022-2027 Transit Development Plan: Major Activities (2022-2027) *(Otterstrom/Tresidder)*
 - C. FTA Section 5310 Funding Call for Projects Timeline *(Otterstrom/K.Williams)*
 - D. Connect Spokane: Timeline for Review of Plan Elements *(Otterstrom/Tresidder)*
 - E. US-195 / I-90 Study Update *(Otterstrom/Tresidder)*
6. CEO Report *(10 minutes)*
7. Committee Information
(No items being presented this month.)
8. May 5, 2021 Committee Meeting Agenda *(5 minutes)*
9. New Business *(5 minutes)*
10. Committee Members' Expressions *(5 minutes)*
11. Adjourn

Next Committee Meeting: Wednesday, May 5, 2021, 10:00 a.m. via Webex.

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SPOKANE TRANSIT AUTHORITY
BOARD OPERATIONS COMMITTEE MEETING

March 10, 2021

AGENDA ITEM 5B : PERFORMANCE MONITORING & EXTERNAL RELATIONS
COMMITTEE CHAIR REPORT

REFERRAL COMMITTEE: N/A

SUBMITTED BY: Chris Grover, Chair, Performance Monitoring & External Relations

SUMMARY

Mr. Grover will review the March 3, 2021, and March 31, 2021 (April meeting), committee meeting agendas as part of his report. Agendas are attached.

RECOMMENDATION TO COMMITTEE: For information and discussion.

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

PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE MEETING

Wednesday, March 3, 2021, 1:30 p.m.

Via Video Conference

Committee Members: [Click here to join the meeting](#)

General Public: [Click here to view the meeting](#)

Audio Conference: Call the number below and enter the access code
+1-408-418-9388 | Access Code: 187 719 9210

AGENDA

1. Call to Order and Roll Call
2. Committee Chair Report
3. Committee Action (*5 minutes*)
 - A. Minutes of the February 3, 2021, Committee Meeting – *Corrections/Approval*
4. **Committee Action**
 - A. Board Consent Agenda (*20 minutes*)
 1. Lighted Pit Repairs Construction Final Acceptance (*Nelson*)
 2. Spokane Community College Transit Center Construction Final Acceptance (*Otterstrom*)
 - B. Board Discussion Agenda
 1. (*no items being presented this month*)
5. **Reports to Committee** (*40 minutes*)
 - A. 2020 Unaudited Year-End Financial Report (*Liard*)
 - B. 2020 State Audit Timeline (*Liard*)
 - C. May 2022 Service Revisions: Draft Recommendation (*Otterstrom*)
6. CEO Report (*10 minutes*)
7. Committee Information – *no discussion/staff available for questions*
 - A. January 2021 Operating Indicators (*Nelson*)
 - B. January 2021 Financial Results Summary (*Liard*)
 - C. February 2021 Sales Tax Revenue Information (*Liard*)
8. March 31, 2021 (April meeting), Committee Packet Draft Agenda Review
9. New Business (*5 minutes*)
10. Committee Members' Expressions (*5 minutes*)
11. Adjourn
12. Next Committee Meeting (Via WebEx Virtual Conference): March 31, 2021 (April meeting), 1:30 p.m.

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PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE MEETING

Wednesday, March 31, 2021 (April meeting), 1:30 p.m.

Via Video Conference

DRAFT AGENDA

1. Call to Order and Roll Call
2. Committee Chair Report
3. Committee Action (*5 minutes*)
 - A. Minutes of the March 3, 2021, Committee Meeting – *Corrections/Approval*
4. **Committee Action**
 - A. Board Consent Agenda (*10 minutes*)
 1. Award of Contract for Non-Diesel Underground Storage Tank (UST) Replacement (*Nelson*)
 - B. Board Discussion Agenda
 1. (*no items being presented this month*)
5. **Reports to Committee** (*25 minutes*)
 - A. 2020 Year-End Performance Measures (*Nelson*)
 - B. Community Access Pass Pilot Program Update (*Rapez-Betty*)
6. CEO Report (*10 minutes*)
7. Committee Information – *no discussion/staff available for questions*
 - A. February 2021 Operating Indicators (*Nelson*)
 - B. February 2021 Financial Results Summary (*Liard*)
 - C. March 2021 Sales Tax Revenue Information (*Liard*)
 - D. May 2021 Service Change Summary (*Otterstrom*)
8. May 5, 2021, Committee Packet Draft Agenda Review
9. New Business (*5 minutes*)
10. Committee Members' Expressions (*5 minutes*)
11. Adjourn
12. Next Committee Meeting (Via WebEx Virtual Conference): May 5, 2021, 1:30 p.m.

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SPOKANE TRANSIT AUTHORITY

BOARD OPERATIONS COMMITTEE MEETING

March 10, 2021

AGENDA ITEM 6 : JEFFERSON PARK AND RIDE COOPERATIVE AGREEMENT –
RECOMMENDATION

REFERRAL COMMITTEE: N/A

SUBMITTED BY: Karl Otterstrom, Director of Planning & Development
Tara Limon, Associate Transit Planner

SUMMARY: Staff is requesting authorization for the CEO to execute a no-cost cooperative agreement with the Washington State Department of Transportation (WSDOT) for the continued use of the Jefferson Park and Ride (Jefferson Lot).

The Jefferson Lot is a park and ride facility under the I-90 Viaduct between Jefferson and Walnut streets southwest of downtown Spokane with approximately 400 parking stalls. For decades, it has been used primarily by commuters traveling to Eastern Washington University and Cheney. Although WSDOT owns the land, the City of Spokane is the master leaseholder for all the off-street areas under I-90 through an agreement dated May 10, 1971. The existing lease agreement with the City of Spokane for the Jefferson Lot was originally executed in 2005, and by way several amendments, extends through May 10, 2021, coterminous with the term of the master lease agreement between the City of Spokane and WSDOT. Cumulative lease payments to the City of Spokane under the current agreement from 2005 to present total approximately \$373,000.

In 2016, Spokane Transit invested in a park and ride improvement project at the Jefferson Lot; rehabilitating pavement, upgrading lighting, adding security cameras, a real time bus arrival information sign and other improvements. Before making the improvements, WSDOT assured STA in writing that it intended to maintain the lot's historic function as a park and ride and pursue a direct lease of the lot to STA prior to, or upon expiration, of the City's master lease agreement.

Consistent with the intent signaled in 2016, WSDOT has proposed to execute a cooperative agreement directly with Spokane Transit. Key provisions of the agreement include:

- Permitted uses under the agreement are limited to the operation and maintenance of a park and ride lot in conjunction with the operation of transit service. *This limitation allows the agreement to be at no cost by ensuring the lot continues to serve a functional highway purpose.*
- STA agrees to maintain the premises, including upkeep, cleaning, litter removal, illumination, parking striping and so forth. *This generally reflects current practices, except that STA will have the responsibility and right to maintain landscaping areas immediately surrounding the parking area.*
- The term of the agreement is proposed to be approximately 20 years, with one, 10-year renewal available.

The shift toward a direct, no cost agreement with WSDOT will avoid approximately \$30,000 in annual lease payments. The continuation of a park and ride facility at the Jefferson Lot will support continued growth of ridership in the West Plains and allow for planned improvements as part of the Cheney High Performance Transit Corridor Improvement Project. The cooperative agreement is in draft form and under final legal review. Board authorization is required for entering into the agreement with WSDOT.

RECOMMENDATION TO COMMITTEE: Recommend the Board authorize the CEO to execute a Cooperative Agreement with WSDOT for the operations and maintenance of the Jefferson Park and Ride as to form of the attached draft.

COOPERATIVE AGREEMENT

Operation and Maintenance of the Jefferson Park and Ride Lot

THIS COOPERATIVE AGREEMENT (Agreement) for the operation and maintenance of the **Jefferson Park and Ride Lot** is made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION hereinafter called (WSDOT) and the **SPOKANE TRANSIT AUTHORITY**, a municipal corporation, hereinafter called (TENANT).

RECITALS

A. WSDOT has constructed a park and ride lot commonly known as the **Jefferson Park and Ride Lot** located in the vicinity of **W 3rd Ave. and Jefferson Street in Spokane** (Park and Ride Lot);

B. The Park and Ride Lot is located on real property owned in fee by WSDOT and which was acquired with WSDOT motor vehicle funds;

C. The TENANT provides public transportation within **Spokane County**, and has adopted a comprehensive plan to provide mass transit for said metropolitan area, which includes providing transit services at the Park and Ride Lot;

D. The TENANT agrees to operate and maintain the Park and Ride Lot in exchange for the right to operate transit services at the Park and Ride Lot; and

E. WSDOT and the TENANT are authorized to enter into this Agreement pursuant to RCW 47.28.140.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED THAT:

1. PREMISES.

A. The premises covered by this Agreement (“the Premises”) are as shown by the hachured area on **Exhibit A**, attached hereto and by this reference made a part hereof.

B. TENANT has examined the Premises and accepts it in its present condition as part of the consideration of this Agreement.

2. USE OF PREMISES.

A. No use other than operation and maintenance of a park and ride lot in conjunction with the Operation of Transit Services shall be permitted without the prior written approval of WSDOT. Operation of Transit Services consists of the transfer of motorists from private vehicles to TENANT'S buses, to or from private carpool vehicles, bus to bus transfers, transfers to TENANT van pools, and necessary security activities. Any other use authorized by WSDOT will be pursuant to separate written agreement. This provision applies to other uses by TENANT and uses by third parties.

B. TENANT shall have access to the Premises at the location shown on **Exhibit A**.

C. In using the Premises, TENANT must comply with all policies and regulations heretofore adopted or hereafter promulgated by WSDOT relative to the location, operation, and maintenance of improvements located on the Premises.

D. In using the Premises, it is expressly agreed that TENANT must comply with all applicable federal, state, and local laws, ordinances, and regulations, including environmental requirements, that are in force or which may hereafter be in force, and secure and maintain all necessary permits and licenses.

E. TENANT agrees to maintain the following park and ride parking spaces on the Premises, unless otherwise agreed to in writing by the parties: Total of 401 parking spaces as follows: 392 Standard; 7 Handicapped; and 2 Handicapped Vans. TENANT is also allowed to reserve 2 parking spaces for TENANT Service Quality Supervisors.

F. Existing signs designating the Premises as a Park and Ride are permitted by WSDOT to remain on the Premises. TENANT shall have the authority to install or post additional signage necessary for operation of the Park and Ride Lot and/or transit operations without advanced approval by WSDOT. Any additional signs, display lights, or advertising media/materials are not permitted on the Premises except on transit buses, unless shown on a separate plan sheet and must receive prior written approval by WSDOT.

G. TENANT will not disturb markers installed by a utility franchise or permit holder and will contact the franchise or permit holder prior to any excavation in order that the franchise or permit holder may locate the utility. It is TENANT'S responsibility to protect legally installed underground utilities from damage caused by itself, its contractors, agents, employees, tenants,

and/or invitees. Prior to any operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced to a vertical depth of twelve inches (12”) or greater, TENANT must call the one-number locator service in TENANT’s area as required by ch. 19.122 RCW to ascertain the existence of underground utilities. TENANT must comply with all provisions of ch. 19.122 RCW relating to underground facilities. Excavation on the Premises is considered to be new construction subject to the terms and conditions set forth in **Section 10** herein.

3. TERM. The TERM of this Agreement shall be a Twenty (20) year tenancy, commencing on May 11, 2021 and ending December 31, 2041.

4. RENEWAL.

A. This Agreement may be renewed for ten (10) year periods (each a “Renewal Period”); provided that:

(1) TENANT is not in default and has not been in default during the Term or any Renewal Period of this Agreement;

(2) there is no other public need for the Premises;

(3) the Park and Ride Lot is, in WSDOT’s determination, continuing to serve a functional highway purpose; and

(4) the terms and conditions of this Agreement conform to then existing state policies or practices, laws, regulations, and contracts, or provided TENANT is willing to amend this Agreement to bring it into compliance with such policies, practices, laws, regulations, and contracts.

B. The Agreement for the Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations, or contracts, as reflected in a written amendment signed by both parties.

C. TENANT shall give notice of its intent to renew this Agreement for the Renewal Period at least ninety (90) calendar days, but not more than six (6) months prior to the expiration of this Agreement, or any renewal thereof.

5. TERMINATION BY WSDOT.

A. WSDOT may terminate this Agreement, in whole or in part, without penalty or further liability as follows:

(1) upon sixty (60) calendar days' written notice to TENANT, if TENANT defaults, and fails to cure such default within that sixty (60) calendar days from the date of such notice, or such longer period, as may be determined by WSDOT in its sole judgment, if TENANT is diligently working to cure the default;

(2) upon one hundred eighty (180) calendar days' written notice, unless an emergency exists, then immediately, if WSDOT determines that it is in the best interest of the State of Washington to terminate this Agreement; and

(3) immediately, upon written notice, if a receiver is appointed to take possession of TENANT's assets, TENANT makes a general assignment for the benefit of creditors, or TENANT becomes insolvent or takes or suffers under the Bankruptcy Act.

B. Waiver or acceptance of any default of the terms of this Agreement by WSDOT shall not operate as a release of TENANT's responsibility for any prior or subsequent default.

C. If TENANT defaults on any provision in this Agreement three (3) times within a twelve (12)-month period, then the third default shall be deemed "non-curable" and this Agreement may be terminated by WSDOT on thirty (30) days written notice.

6. TERMINATION BY TENANT.

A. TENANT may terminate this Agreement, in whole or in part, without penalty or further liability as follows:

(1) upon not less than one hundred eighty (180) calendar days' prior written notice.

(2) upon not less than sixty (60) calendar days' prior written notice to WSDOT, if WSDOT defaults, and fails to cure such default within that sixty (60) calendar days from the date of such notice, or such longer period, as may be determined by TENANT in its sole judgment, if WSDOT is diligently working to cure the default.

(3) Immediately, upon written notice, if in TENANT's judgment the Park and Ride Lot is destroyed or damaged so as to substantially and adversely affect TENANT's authorized use of the Park and Ride Lot.

7. CONSIDERATION. In exchange for the use of the Premises by TENANT to operate a park and ride lot in conjunction with the Operation of Transit Services, as described elsewhere herein, the TENANT agrees to perform the maintenance services on the Premises, as provided elsewhere herein.

8. MAINTENANCE.

A. TENANT agrees to maintain the Premises in accordance with WSDOT standards set forth in the WSDOT Maintenance Manual attached hereto as Exhibit XXX, and any amendments thereto, which by this reference are incorporated herein. Maintenance shall include, but not be limited to, within the confines of the Premises, all upkeep, cleaning, litter removal, graffiti removal on abutments, viaduct piers, walls and ramps, and repair of any accesses, parking stalls (including striping), lot-related signage, landscaping and weed control, illumination, drainage, litter receptacles and such other fixtures and appurtenances located on Premises, which may be installed for the purpose of passenger comfort, information or safety. Maintenance shall also include snow and ice removal from the Premises and removal of inoperable and/or abandoned vehicles within forty-eight (48) hours of notification. Application of pesticides and herbicides within WSDOT right of way as part of TENANT's maintenance of the Premises shall be performed by, or under the direct supervision of, TENANT's officers, officials, employees, and/or agents who possess a current Public Operator or Commercial Pesticide Operator license. Washington State Department of Agriculture Pesticide Application Records shall be kept by TENANT for each application in accordance with RCW 17.21 and be produced to WSDOT within five (5) calendar days after WSDOT requests the records.

B. WSDOT will be responsible for all maintenance related to the highway structure, including but not limited to maintenance of drain features, concrete repair and inspection, and access to the Premises to perform related maintenance.

C. WSDOT reserves the right to periodically observe and inspect the maintenance work conducted by TENANT on the Premises. WSDOT shall provide written notice to TENANT to include details of those elements or areas not in compliance with specifically referenced WSDOT maintenance requirements. The notice will set a specified reasonable period of time in which requested corrective action must be taken; provided that, if an emergency exists, corrective action must be taken immediately. If corrective measures are not completed within the specified time period, WSDOT may either perform the maintenance as provided elsewhere herein, or issue a notice of default as provided elsewhere herein.

9. PERSONAL PROPERTY.

A. WSDOT shall not be liable in any manner for, or on account of, any loss or damage sustained to any property of whatsoever kind stored, kept, or maintained in or about the Premises, except for such claims or losses that may be caused by WSDOT, its authorized agents, contractors, or employees.

B. TENANT shall not be liable in any manner for, or on account of, any loss or damage sustained to any WSDOT, its franchisees, lessees, and permittees, or other authorized users' personal property of whatsoever kind stored, kept, or maintained on or about the Premises, except for such claims or losses that may be caused by TENANT, its authorized agents, contractors or employees.

C. Upon termination of this Agreement, WSDOT or its agent may remove all personal property of TENANT remaining on the Premises at TENANT's expense and dispose of it in any manner WSDOT deems appropriate. TENANT agrees to reimburse WSDOT for the costs of such removal and disposal within thirty (30) calendar days of the date of WSDOT's invoice.

10. CONSTRUCTION. No construction of new or reconstruction of existing improvements is permitted without the prior written approval of the WSDOT. TENANT covenants that any regrading or improvements to be constructed on the Premises will not at any time during or after construction either damage, threaten to damage, or otherwise adversely affect any part or element of the highway facility or the operation thereof. WSDOT shall be furnished with one (1) set of complete plans, details, and specifications and revisions thereto for grading and all improvements proposed to be placed on the Premises, and no work shall be done without prior written approval of such plans by WSDOT, which shall not be reasonably withheld. All construction work shall be done in conformity with the plans and specifications as approved. WSDOT may take any action necessary, including directing that work be temporarily stopped or that additional work be done, to ensure observation of the plans and specifications, protection of all parts and elements of the highway facility, and compliance with WSDOT's construction and safety standards. The improvements shall be designed and constructed in a manner that will permit access to the Premises for the purpose of inspection, maintenance, and construction when necessary.

11. WSDOT RESERVATION OF RIGHT.

A. Right of Entry.

(1) Nothing herein shall affect WSDOT's, its agent's, and/or contractors', and the Federal Highway Administration's (FHWA) right to enter upon and use the Premises at any time for any purpose.

(2) Other than in an emergency, WSDOT, as a matter of courtesy, will attempt to give TENANT a minimum of thirty (30) calendar days' notice of any entry that will unreasonably disrupt TENANT's operation or maintenance on the Premises. All reasonable steps will be taken to minimize impacts to TENANT's operation and maintenance, however, WSDOT assumes no liability of any kind for any such disruption.

B. Right to Grant/Maintain/Operate Utility Franchises/Permits/Easements/Leases.

(1) Nothing in this Agreement shall affect WSDOT's right to grant franchises, easements, permits, or enter into leases or other documents concerning the use of the Premises; provided that, such use does not unreasonably interfere with TENANT's operation or maintenance of the Premises.

(2) Nothing in this Agreement shall affect the right for franchisees, permittees, or lessees, to enter upon the Premises to maintain, repair, and enhance existing facilities and install, maintain, and repair new facilities.

(3) Any installation, maintenance, and repair of the Premises by a franchisee, permittee, or lessee will be accomplished in such a manner as to minimize any disruption to TENANT's operation and maintenance on the Premises. Except in the event of an emergency, the franchisee, permittee, or lessee will be required to notify TENANT of activities that will involve the use of the Premises not less than five (5) business days prior to such use. In addition, the franchisee, permittee, or lessee will be required to restore paving and grading damaged by the installation, maintenance, and/or repair.

12. VACATION OF PREMISES. Upon termination of this Agreement, TENANT shall cease its operations on the Premises and, if so directed by WSDOT, restore the Premises to its condition prior to TENANT's occupancy. This restoration shall include the removal of personal property. This work shall be done at TENANT's expense and to the reasonable satisfaction of WSDOT. In the event TENANT fails to vacate and, if so directed by WSDOT, restore the Premises prior to the date of termination, TENANT shall be liable for any and all costs to WSDOT arising from such failure and agrees to reimburse WSDOT for all such costs within thirty (30) calendar days of the date of WSDOT's invoice for such costs.

13. NON-APPLICABILITY OF RELOCATION ASSISTANCE. TENANT acknowledges that the signing of this Agreement does not entitle TENANT to assistance by or through WSDOT under the Relocation Assistance - Real Property Acquisition Policy (ch. 8.26 RCW).

14. TAXES/ASSESSMENTS/UTILITIES. TENANT agrees to pay all bills, fees for utilities, and other services supplied to the Premises in addition to the above Rent. TENANT shall pay all excise and other taxes owing on TENANT's leasehold interest. All assessments, rates, fees, and charges not specifically assumed by WSDOT and that benefit TENANT's leasehold interest in accordance with RCW 79.44.010 are the obligation of and payable by TENANT (Assessments). Foreclosure of a lien of any such delinquent Assessments subjects this Agreement to termination as set forth in RCW 79.44.080.

15. LIENS.

A. Nothing in this Agreement shall be deemed to make TENANT the agent of WSDOT for purposes of construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on the Premises. TENANT acknowledges that WSDOT may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by TENANT.

B. TENANT shall at all times indemnify and save WSDOT harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees.

C. In the event a lien is filed upon the Premises, TENANT shall either (1) record a valid release of lien; or (2) deposit sufficient cash with WSDOT to cover the amount of the claim on the lien in question, and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim; or (3) procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien. Should TENANT fail to accomplish either C.(1), (2) or (3) above within thirty (30) calendar days after the filing of such a lien, TENANT shall be in default and this Agreement may be terminated per **Section 5.A.(1)**.

16. ENVIRONMENTAL REQUIREMENTS.

A. TENANT represents, warrants and agrees that it will conduct its activities on Premises and lands adjacent thereto in compliance with all applicable Environmental Laws. As used in this Agreement, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Emergency Planning and Community Right

to Know Act, 42 U.S.C. § 11001 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701 et seq., the WSDOT National Pollutant Discharge Elimination System, the State Waste Discharge Municipal Stormwater General Permit, and Washington or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations. It is the responsibility of TENANT to ensure that the functionality of all existing WSDOT stormwater facilities is maintained during construction in accordance with all applicable Environmental Laws.

B. Toxic or hazardous substances are not allowed on the Premises without the express written permission of WSDOT and under the terms and conditions specified by WSDOT. This approval will include WSDOT review and approval of TENANT's or any TENANT contractor's spill prevention and control plan along with WSDOT's approval of the storage location of any toxic or hazardous substance on WSDOT Premises. In the event such permission is granted, the disposal of such materials must be done in a legal manner by TENANT according to all Environmental Laws and as outlined in Section 16.A. For the purposes of this Agreement, "Hazardous Substances" shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., and shall include gasoline and other petroleum products. "Existing Hazardous Substances" shall mean those Hazardous Substances existing on the Premises as of the Commencement Date of this Agreement that are not WSDOT Hazardous Substances. "WSDOT Hazardous Substances" shall mean those Hazardous Substances (a) that have been released on the Premises by WSDOT, its employees, contractors, or agents, either before or after the Commencement Date; (b) released or have the potential to be released as a result of WSDOT's activities or operations on the Premises either before or after the Commencement Date; or (c) have been released or have the potential to be released as a result of WSDOT's use, disposal, transportation, generation and/or sale of Hazardous Substances on the Premises, regardless of when they may have been released on the Premises.

C. TENANT agrees to cooperate in any environmental investigations conducted by WSDOT's staff or independent third parties where there is evidence of a release or potential release of Hazardous Substances on the Premises, or where WSDOT is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse WSDOT for the cost of such investigations, to the extent the need for said investigation is determined to be caused by TENANT's operations. TENANT will provide WSDOT with notice of any inspections of the Premises, notices of violations, and orders to clean up Hazardous Substances. TENANT will permit WSDOT to participate in all settlement or abatement discussions. In the event TENANT

fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, WSDOT may elect to perform such work, and TENANT covenants and agrees to reimburse WSDOT for all direct and indirect costs associated with WSDOT's work where said release of Hazardous Substances is determined to have resulted from TENANT's use of the Premises.

WSDOT's right to implement any required actions pursuant to this subparagraph shall not accrue unless and until:

- (1) TENANT's failure to implement remedial measures violates the terms of the written direction received from the state, federal, or local regulatory agency;
- (2) WSDOT has provided TENANT with written notice of TENANT's failure to implement the subject remedial measures; and
- (3) TENANT has failed to cure the breach within ten (10) business days of receipt of such written notice, unless the parties agree to an extended cure period.

D. TENANT agrees the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the property.

E. For the purposes of this Agreement, "Costs" shall include but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorneys' fees and other litigation costs incurred in complying with Environmental Laws.

F. To the extent allowed by law, TENANT agrees to defend, indemnify and hold harmless WSDOT from and against any and all claims, causes of action, demands and liability that are caused by or result from TENANT's activities on the Premises, including but not limited to any Costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released or have the potential to be released on the Premises, including those that may have migrated from the Premises through water or soil to other properties, including without limitation, the adjacent WSDOT property, as a result of TENANT's activities on the Premises.

G. To the extent allowed by law, TENANT further agrees to defend, indemnify and hold harmless WSDOT from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances or Existing Hazardous Substances removed from said property by TENANT or at TENANT's direction. This subsection applies to Hazardous Substances that were released on to the Premises as a result of TENANT's

activities and the Existing Hazardous Substances that are disposed of offsite pursuant to subsection I below. This obligation shall not apply with respect to the presence of Hazardous Substances on said property that did not result from TENANT's use of the Premises except to the extent that TENANT arranges for the disposal of Existing Hazardous Substances offsite pursuant to subsection I below.

H. To the extent allowed by law, WSDOT agrees to defend, indemnify, and hold harmless TENANT from and against any and all claims, causes of action, demands, and liability that are caused by or result from the removal or remediation of any WSDOT Hazardous Substances that have been released or have the potential to be released on the Premises, including, but not limited to, any Costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the presence of WSDOT Hazardous Substances on the Premises. WSDOT further agrees to take all remedial measures at the Premises as duly directed by a state, federal, or local regulatory agency, or as required under applicable Environmental Laws, where such obligations result from WSDOT Hazardous Substances. In completing any work required on the Premises in satisfaction of its duties under this Subsection, WSDOT shall not unreasonably interfere with TENANT's use of the Premises. TENANT agrees to cooperate with WSDOT in providing access to the Premises for any such work.

I. Any Costs associated with the investigation, removal, or remediation of Existing Hazardous Substances on the Premises by TENANT, including any increased construction costs, shall be the responsibility of TENANT and not the responsibility of WSDOT. Nothing in this Agreement shall limit the ability of TENANT or WSDOT to pursue cost recovery from third parties responsible for release of Hazardous Substances on the Premises.

J. To the extent allowed by law, WSDOT shall reimburse TENANT for the cost of any environmental investigations, disposal, or cleanup activities conducted by TENANT to the extent the need for said investigation resulted from WSDOT Hazardous Substances. WSDOT will provide TENANT with notices of any inspections of the Premises, notices of violations, and orders to clean-up contamination that WSDOT receives from an agency or agencies with jurisdiction. WSDOT will permit TENANT to participate in all settlement or abatement discussions. In the event that WSDOT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, TENANT may elect to perform such work, and WSDOT covenants and agrees to reimburse TENANT for the reasonable direct and indirect costs associated with TENANT's work. This reimbursement obligation shall not apply, however, to the extent the contamination is determined to have resulted from TENANT's use of the Premises.

TENANT's right to implement any required actions pursuant to this subparagraph shall not accrue unless and until:

(1) WSDOT's failure to implement remedial measures violates the terms of the direction received from the state, federal, or local regulatory agency;

(2) TENANT has provided WSDOT with written notice of WSDOT's failure to implement the subject remedial measures; and

(3) WSDOT has failed to cure its breach within ten (10) business days of receipt of such written notice, unless the parties agree in writing to an extended cure period.

K. WSDOT will obtain TENANT'S consent in instances when a third party seeks to use the Premises, except as otherwise provided in Sections 24 and 30 of this Agreement, and WSDOT shall require the third party to indemnify TENANT for any Costs associated with the third party's release of Hazardous Substances from the Premises or use of Hazardous Substances on the Premises. If WSDOT allows a third party to use the Premises, the responsibility for any Costs for Existing Hazardous Substances or WSDOT Hazardous Substances that are not released by TENANT will be determined by applicable law.

L. In the event of any third party actions related to Existing Hazardous Substances including private party actions or actions brought by public agencies, except as allowed in **Section 16.G**, each Party shall bear its own costs of defense and neither shall be entitled to indemnification or defense by the other Party under this section.

M. The provisions of this section shall survive the expiration or termination of this Agreement.

17. INSURANCE.

A. TENANT's insurance coverage through the Washington State Transit Insurance Pool (WSTIP) risk pool must provide liability coverage for the Premises, including public liability coverage for bodily injury, property damage, and personal injury of not less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Four Million and no/100 Dollars (\$4,000,000.00) per policy period and naming WSDOT as an additional insured. TENANT certifies that it is a member in good standing of WSTIP, and agrees to provide acceptable evidence of its risk pool member status to WSDOT. TENANT agrees that WSDOT may require increases in said coverage amounts by written notice to TENANT, as WSDOT deems reasonably necessary.

B. In the event TENANT, after commencement of this Agreement, elects to terminate its status as a member of the WSTIP risk pool and secure commercial liability coverage, TENANT will promptly notify WSDOT, and provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington.

C. Coverage, if obtained by TENANT in compliance with this Section, shall not be deemed as having relieved TENANT of any liability.

18. INDEMNIFICATION.

A. TENANT, its successors and assigns, will protect, save, and hold harmless WSDOT, its authorized agents, and employees, from all claims, actions, costs, damages, (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Agreement on or off the Premises. TENANT further agrees to defend WSDOT, its agents, or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts or activities related to this Agreement, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT or its authorized agents or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (1) WSDOT, its agents, or employees; and (2) TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of TENANT or its assigns, subtenants, agents, contractors, licensees, invitees, and employees.

B. WAIVER: TENANT agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while occupying the Premises for any purpose. For this purpose, TENANT, by MUTUAL NEGOTIATION, hereby waives with respect to WSDOT only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

C. The provisions contained in this Section shall survive the termination or expiration of this Agreement.

19. INDEPENDENT CAPACITY. TENANT shall be deemed an independent contractor for all purposes and the employees of TENANT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of WSDOT.

20. NONDISCRIMINATION. TENANT, for itself, its successors and assigns, as part of the consideration hereof, do hereby agree to comply with all applicable civil rights and antidiscrimination requirements, including but not limited to chapter 49.60 RCW.

21. ASSIGNMENT. Neither this Agreement nor any rights created by it may be assigned, sublet, or transferred.

22. BINDING CONTRACT. This Agreement shall not become binding upon WSDOT unless and until executed by both WSDOT signatories.

23. PERFORMANCE BY WSDOT.

A. If TENANT defaults in the performance or observation of any covenant or agreement contained in this Agreement, WSDOT, without notice if deemed by WSDOT that an emergency exists, or if no emergency, with thirty (30) calendar days' written notice, may direct TENANT to stop work and may itself perform or cause to be performed such covenant or agreement. Such emergency shall include, but not be limited to, endangerment of the life or safety of users of the Park and Ride Lot and the adjacent highway facility, or the endangerment of the Park and Ride Lot or the adjacent highway facility.

B. TENANT shall reimburse WSDOT the entire cost and expense of such performance by WSDOT within thirty (30) calendar days of the date of WSDOT's invoice.

C. Any act or thing done by WSDOT under the provisions of this Section shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

24. MODIFICATIONS. This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto. No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right thereunder, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the either party to enforce the same in the event of any subsequent breach or default.

25. INTERPRETATION. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington. The title to paragraphs or sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

26. SEVERABILITY. If any covenant or provision or part thereof, of the Agreement be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision or part thereof, which in itself is valid, if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement.

27. TOTALITY OF AGREEMENT. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by either party except to the extent that the same are expressed in the Agreement.

28. DISPUTE RESOLUTION.

A. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

WSDOT: Assistant Regional Administrator-Maintenance & Operations
WSDOT Eastern Region
2704 N. Mayfair
Spokane, WA 99207

TENANT: Spokane Transit Authority
Chief Operations Officer
1230 W. Boone Ave.
Spokane, WA 99201

B. WSDOT Designated Representative and TENANT Designated Representative shall confer to resolve disputes that arise under this Agreement as requested by either party. The Designated Representatives shall use their best efforts and exercise good faith to resolve such disputes.

C. In the event the Designated Representatives are unable to resolve the dispute, the appropriate WSDOT Regional Administrator and the Chief Executive Officer for TENANT shall confer and exercise good faith to resolve the dispute.

D. In the event the WSDOT Regional Administrator and the Chief Executive Officer for TENANT are unable to resolve the dispute, the parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame the parties are willing to discuss the disputed issue(s).

E. Each party shall bring to the mediation session, unless excused from doing so by the mediator, a representative from its side with full settlement authority. In addition, each party shall bring counsel and such other persons as needed to contribute to a resolution of the dispute. The mediation process is to be considered settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such conference from later discovery or use in evidence; provided that, any settlement executed by the parties shall not be considered confidential and may be disclosed. Each party shall pay its own costs for mediation and share equally in the cost of the mediator. The venue for the mediation shall be in Olympia, Washington, unless the parties mutually agree in writing to a different location.

F. If the parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then either party may institute a legal action in the County of Thurston, State of Washington, unless other venue is mutually agreed to in writing. The parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

29. ATTORNEYS' FEES. In the event of any controversy, claim, or dispute arising out of this Agreement, each party shall be solely responsible for the payment of its own attorney's fees and costs.

30. VENUE. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

31. AGREEMENT MANAGEMENT.

A. The Program Manager for each of the parties shall be responsible for administration of this Agreement and shall be the contact person for all communications and billings regarding the administration of this Agreement, which expressly excludes notices of default and reporting and correcting defects covered under warranty.

- B. The Program Manager for TENANT is: Chief Operations Officer
Spokane Transit Authority
1230 W. Boone Ave.
Spokane, WA 99201
- C. The Program Manager for WSDOT is: Property Management Supervisor
WSDOT- Eastern Region
2714 N. Mayfair Street
Spokane, WA 99207

D. Either party may, from time to time, by notice in writing served upon the other party as required elsewhere herein, designate an additional and/or a different mailing address or an additional and/or different person to whom such notice, request, report or other communication are thereafter to be addressed.

32. NOTICES.

A. Wherever in this Agreement written notices are to be given or made, they will be served, personally delivered or sent by certified mail or overnight mail addressed to the appropriate party(ies) at the addresses provided herein, unless a different address is designated in writing or delivered to the other party.

B. Notices of default of this Agreement shall be given to the Program Manager and the individuals listed below:

(1) TENANT: Contracts Compliance Specialist
Spokane Transit Authority
1230 W. Boone Ave.
Spokane, WA 99201

(2) WSDOT: Property Management Supervisor
WSDOT- Eastern Region
2714 N. Mayfair Street
Spokane, WA 99207

C. Either party may, from time to time, by notice in writing served upon the other party as required elsewhere herein, designate an additional and/or a different mailing address or an additional and/or different person to whom notices of default are to thereafter to be addressed.

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|---|--|
| <p>SPOKANE TRANSIT AUTHORITY, a municipal corporation</p> <p>By: _____ E. Susan Meyer Chief Executive Officer</p> <p>Date: _____</p> | <p>WASHINGTON STATE DEPARTMENT OF TRANSPORTATION</p> <p>By: _____ Timothy P. Golden Real Estate Services Manager</p> <p>Date: _____</p> <p>By: _____ Mike Frucci Assistant Regional Administrator for Maintenance and Operations</p> <p>Date: _____</p> |
| <p>Attest:</p> <p>By: _____ Dana Infalt Clerk of the Authority</p> <p>Date: _____</p> | |
| <p>APPROVED AS TO FORM</p> <p>By: _____ Laura McAloon Legal Counsel for STA</p> | <p>APPROVED AS TO FORM</p> <p>By: _____ Assistant Attorney General</p> |

SPOKANE TRANSIT AUTHORITY

BOARD OPERATIONS COMMITTEE MEETING

March 10, 2021

AGENDA ITEM 7 : FTA LOW-NO PROGRAM GRANT FLEET ELECTRIFICATION APPLICATION

REFERRAL COMMITTEE: N/A

SUBMITTED BY: Karl Otterstrom, Director of Planning & Development
Kristine Williams, Principal Transit Planner

SUMMARY: Staff is seeking board authorization to apply for federal grant funding to expand the battery electric bus fleet by switching ten, 40-foot diesel replacement coaches to electric, conditioned on the award of federal funding.

BACKGROUND:

On February 18, 2021, the Federal Transit Administration published in the Federal Register a Notice of Funding Opportunity for a competitive grant program known as the Low or No Emission Program (“Low-No” Program). There is \$55,000,000 in FY2021 (under Section 5339 funding) and an additional \$125,000,000 from the Consolidated Appropriations Act, 2021, appropriated for the Low-No Program, for a combined total of \$180,000,000. The Low-No Program provides funding to State and local governmental authorities for the purchase of zero-emission and low-emission transit buses, including acquisition and construction of required supporting facilities. Grant applications are due on or before April 12, 2021.

Applications will be evaluated on six criteria: 1) Demonstration of Need, 2) Demonstration of Benefits, 3) Planning and Local/Regional Prioritization, 4) Local Financial Commitment, 5) Project Implementation Strategy, and 6) Technical, Legal, and Financial Capacity.

The 2021-2026 capital improvement program (CIP) approved by the Board in the adopted Transit Development Plan (TDP) programs set aside \$5.658 million for the replacement of ten diesel coaches in 2023. The current Low-No Grant funding offers an excellent opportunity to switch part or all of the replacement order to 40-foot battery electric buses. These replacement vehicles would expand STA’s investment in an electrified fleet by leveraging grant funding, a key method for leveraging opportunities identified in the Zero-Emission Bus Study & Fleet Replacement Strategy reviewed with the Board in September 2020. Furthermore, the expansion is within the capacity of the Boone Northwest Garage, the planned location for overnight storage and charge of the current electric fleet.

The total estimated cost of purchasing ten battery electric buses, including a 10% contingency, is \$12 million. Staff propose to seek up to \$6.4 million in federal funds to cover the difference between the cost of diesel replacements and electric coaches (rounded up). Because the approved CIP assumes a diesel replacement rather than electric, board authorization of the grant application is required.

RECOMMENDATION TO COMMITTEE: Recommend the Board authorize the submission of a grant request under the FTA Low-No Program to fund the purchase of up to ten, 40-foot battery electric fixed-route buses with a grant request of up to \$6.4 million.

SPOKANE TRANSIT AUTHORITY
BOARD OPERATIONS COMMITTEE MEETING

March 10, 2021

AGENDA ITEM 8 : BOARD OF DIRECTORS MEETING AGENDA MARCH 18, 2021 –
CORRECTIONS AND/OR APPROVAL

REFERRAL COMMITTEE: N/A

SUBMITTED BY: E. Susan Meyer, Chief Executive Officer

SUMMARY

The Board of Directors meeting agenda for March 18, 2021, is attached for your information, correction and/or approval.

RECOMMENDATION TO COMMITTEE: Corrections and / or approval

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

BOARD MEETING

Thursday, March 18, 2021
1:30 – 3:00 p.m.

Via Webex Video Conference

Board Members: Board Members [Join Here](#)
General Public: Public Attendees [Join Here](#)
Audio Conference: 1-408-418-9388 Event #: 187048109330 Password: 2021

AGENDA

1. Call to Order and Roll Call
2. Approve Board Agenda (*Pamela Haley*)
3. Public Expressions
4. Board Report – Federal Landscape (*Sherry Little, Cardinal Infrastructure*): 15 minutes
5. Public Hearing: 15 minutes
 - A. DivisionConnects: Draft Recommendation Locally Preferred Alternative (*Karl Otterstrom*)
Comments should be addressed to Karl Otterstrom, STA Director of Planning & Development:
kotterstrom@spokanetransit.com (*Action at the April STA Board meeting*)
6. Board Action - Consent Agenda: 5 minutes
 - A. Approval of the Minutes of the February 18, 2021, Board Meeting – Corrections/Approval
 - B. Approval of the February 2021 Vouchers (*Monique Liard*)
 - C. High Performance Transit (HPT) Amenities Installation-Revised Scope of Work (*Karl Otterstrom*)
 - D. City Line: Approval of Scope of Work for Wall Street, Station 28 Construction (*Karl Otterstrom*)
 - E. Lighted Pit Repairs Construction Final Acceptance (*Fred Nelson*)
 - F. Jefferson Park and Ride Cooperative Agreement (*Karl Otterstrom*)
 - G. Spokane Community College Transit Center Construction Final Acceptance (*Karl Otterstrom*)
 - H. FTA Low-No Grant Fleet Electrification Application (*Karl Otterstrom*)
 - I. City Line: Browne’s Addition Stations Customized Shelters Request (*Karl Otterstrom*)
7. Board Operations Committee: 5 minutes
 - A. Chair Report (*Pamela Haley*)
8. Planning & Development Committee: 5 minutes
 - A. Chair Report (*Al French*)
9. Performance Monitoring & External Relations Committee: 15 minutes
 - A. Chair Report (*Chris Grover*)
 - i. 2020 Unaudited Year-End Financial Report (*Monique Liard*)
10. CEO Report: 10 minutes

- 11.
12. Board Information – *no action or discussion*
 - A. Committee Minutes
 - B. February 2021 Sales Tax Revenue (*Monique Liard*)
 - C. January 2021 Financial Results Summary (*Monique Liard*)
 - D. January Operating Indicators (*Fred Nelson*)
 - E. 2020 State Audit Timeline (*Monique Liard*)
 - F. 2022-2027 Transit Development Plan: Develop Mid-Range Planning Guidance (*Karl Otterstrom*)
 - G. May 2022 Service Revisions: Draft Recommendation (*Karl Otterstrom*)
 - H. Draft SRTC 2021-2022 Unified Planning Work Program (UPWP) (*Karl Otterstrom*)
 - I. I-90 / Valley Corridor Planning Update (*Karl Otterstrom*)
 - J. ConnectSpokane Update (*Karl Otterstrom*)
13. New Business
14. Board Members' Expressions
15. Executive Session (*McAloon Law PLLC*): *None*
16. Adjourn

Cable 5 Broadcast Dates and Times of March 18, 2021, Board Meeting:

| | |
|--------------------------|------------|
| Saturday, March 20, 2021 | 4:00 p.m. |
| Monday, March 22, 2021 | 10:00 a.m. |
| Tuesday, March 23, 2021 | 8:00 p.m. |

Next Committee Meetings (Via WebEx Virtual Conference) Wednesday (*one week early*):

| | |
|---|----------------------------|
| Planning & Development | March 31, 2021, 10:00 a.m. |
| Performance Monitoring & External Relations | March 31, 2021, 1:30 p.m. |
| Board Operations | April 7, 2021, 1:30 p.m. |

Next Board Meeting (Via WebEx Virtual Conference):

Thursday, April 15, 2021, 1:30 p.m.

Agendas of regular Committee and Board meetings are posted the Friday afternoon preceding each meeting on STA's website: www.spokanetransit.com. A video of the Board meeting may be viewed on the website the week after the meeting. Discussions concerning matters to be brought to the Board are held in Committee meetings. The public is welcome to attend and participate. Anyone wishing to address the Board of Directors on a specific subject at a Board meeting may do so by submitting written comments to the STA Chair of the Board (1230 West Boone Avenue, Spokane, WA 99201-2686) 24 hours prior to the Board meeting. Mail addressed to the Board of Directors will be distributed by STA at its next meeting. Mail addressed to a named Board Member will be forwarded to the Board Member, unopened. Spokane Transit assures nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964. For more information, see www.spokanetransit.com. Upon request, alternative formats of this information will be produced for people who are disabled. The meeting facility is accessible for people using wheelchairs. For other accommodations, please call 325-6094 (TTY Relay 711) at least forty-eight (48) hours in advance.

SPOKANE TRANSIT AUTHORITY
BOARD OPERATIONS COMMITTEE MEETING

March 10, 2021

AGENDA ITEM 9 : BOARD OPERATIONS COMMITTEE DRAFT APRIL 7, 2021,
MEETING AGENDA – INFORMATION

REFERRAL COMMITTEE: N/A

SUBMITTED BY: E. Susan Meyer, Chief Executive Officer

SUMMARY

The draft Board Operations Committee meeting agenda for April 7, 2021, is attached for your review.

RECOMMENDATION TO COMMITTEE: For information and discussion.

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

BOARD OPERATIONS COMMITTEE MEETING

Wednesday, April 7, 2021

1:30 p.m. – 3:00 p.m.

Via Webex Video Conference

- Committee Members:** Click here to join the meeting
General Public: Click here to view the meeting
Audio Conference: Call the number below and enter the access code.
+1-408-418-9388 | Access code: ###

DRAFT AGENDA

1. Call to Order and Roll Call
2. Approve Committee Agenda (*Haley*)
3. Chair's Comments (*Haley*) (*5 minutes*)
4. Committee Action/Discussion: (*5 minutes*)
 - A. March 10, 2021, Committee Meeting Minutes – Corrections/Approval
5. Committee Chair Reports: (*20 minutes*)
 - A. Al French, Planning & Development
 - B. Chris Grover, Performance Monitoring & External Relations
6. Board of Directors Draft April 15, 2021 Meeting Agenda – Corrections/Approval (*Meyer*) (*5 minutes*)
7. Board Operations Committee Draft May 12, 2021 Meeting Agenda – Information (*Meyer*) (*5 minutes*)
8. CEO Report (*10 minutes*)
9. New Business
10. Adjourn

Next Committee Meeting: Wednesday, May 12, 2021, 1:30 p.m.
Via Webex Video Conference

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SPOKANE TRANSIT AUTHORITY
BOARD OPERATIONS COMMITTEE MEETING

March 10, 2021

AGENDA ITEM 10 : CEO REPORT

REFERRAL COMMITTEE: N/A

SUBMITTED BY: E. Susan Meyer, Chief Executive Officer

SUMMARY

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

RECOMMENDATION TO COMMITTEE: N/A