PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between **XXX** (“Consultant”) and the **Spokane Transit Authority** (“STA”), a Washington State municipal corporation; each individually referred to as “Party” and jointly referred to as "Parties”.

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

1. SCOPE OF WORK

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

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

1. TERM

The initial term (“Term”) of this Agreement shall commence on January 1, 2023, and conclude on December 31, 2027, unless terminated sooner in accordance with Section 12 herein.

1. COMPENSATION

STA shall compensate Consultant for the performance of Work in accordance with the *Compensation Schedule* attached hereto as Exhibit C and incorporated herein. Such compensation shall be fixed for the Term of this Agreement.

1. INVOICING & PAYMENT

STA contracts with a third-party claims administrator (“TPA”) to administer its workers’ compensation claims, including the processing of invoices and payments for associated legal services. STA’s present TPA, Tristar Risk Management, is contracted for services through July 31, 2025. After this date, the TPA may change. Upon such change, STA will provide the Consultant with applicable TPA information.

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

Neither the TPA or STA shall accept any invoice submitted by the Consultant which lacks sufficient detail or adequate documentation, as solely determined by the TPA or STA. Any incomplete invoice shall be promptly returned to Consultant and the Consultant shall be required to resubmit such invoice complete with all necessary documentation to be considered for payment.

* 1. Payment. Payment to Consultant shall be considered timely when issued by the TPA within sixty (60) days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audits or otherwise, determined to have been improperly invoiced.
     1. Payment Does Not Imply Acceptance of Work. The granting of any progress payment or payments by STA, or the receipt thereof by the Consultant, shall not constitute in any sense acceptance of the Work performed by Consultant, or any portion thereof, and shall in no way lessen the liability of the Consultant to re-perform Work which does not conform to this Agreement, though the character of such Work may not have been apparent or detected at the time such payment was made.
     2. Prompt Payment of Subconsultants. The Consultant is required to make payment to subconsultants within thirty (30) days from the receipt of each payment the Consultant receives from STA for satisfactorily completed subconsultant work, whether such payment is a progress or final payment. If payment disputes arise between the Consultant and its subconsultants, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to small business subconsultants. The Consultant shall specify in its subcontract agreement what dispute resolution method will be used. In addition, the Consultant will not be paid for subconsultants’ work unless the Consultant can show that a prompt payment method for its subconsultants is in place. The Consultant shall be required to provide copies of its subcontracts to STA showing inclusion of these provisions. STA may withhold the applicable sum due a subconsultant for non-compliance with this section.

1. NOTICES

All notices, requests, claims, demands and related communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by regular mail, postage prepaid; (3) by registered or certified mail, postage prepaid, return receipt requested; or (4) email, addressed to the Parties’ representatives set forth below, or as may be revised by like notice from time to time.

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

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| **Consultant** | **Spokane Transit Authority** |
| Contact  Title  Company  Add 1  City, ST ZIP  E: email  P: (XXX) XXX-XXXX | Contract Compliance Specialist  Spokane Transit Authority  1230 W Boone Ave  Spokane, WA 99201  E: [contracts@spokanetransit.com](mailto:contracts@spokanetransit.com)  P: (509) 325-6000 |

1. COMMUNICATIONS

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

|  |  |
| --- | --- |
| **Consultant** | **Spokane Transit Authority** |
| Contact  Title  Company  Add 1  City, ST ZIP  E: email  P: (509) XXX-XXXX | Chariti Gagne SL Claims Specialist  Spokane Transit Authority  1230 W Boone Ave  Spokane, WA 99201  E: [cgagne@spokanetransit.com](mailto:cgagne@spokanetransit.com)  P: (509) 325-6089 |

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by email, addressed to the Parties’ representatives set forth above, or as may be revised by written notice in accordance with Section 5 of this Agreement.

1. INSURANCE
   1. Minimum Scope of Insurance. For the duration of this Agreement, Consultant shall procure and maintain, at its sole expense, commercial insurance against claims for injuries to persons or damage to property that may arise from or in connection with the Consultant's performance of Work, including the work of the Consultant’s agents, representatives, employees, consultants or subconsultants as required herein:
      * 1. General Liability. Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, on an occurrence basis with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate (ISO CG 25 03 or 25 04). Coverage shall include, but is not limited to, bodily injury, personal injury, advertising injury, blanket contractual liability, products and completed operations, and property damage.
        2. Automobile Liability. Commercial Automobile Liability insurance with coverage at least as broad as Insurance Services Office form CA 00 01, including coverage for any owned, hired, non-owned or rented automobile with minimum limits of $1,000,000 combined single limit, each accident, for bodily injury and property damage.
        3. Professional Liability. Commercial Professional Liability insurance with minimum limits of $2,000,000 per claim and $4,000,000 in the aggregate. Any policy inception date, continuity date or retroactive date must be before the effective date of this Agreement. Coverage shall be maintained, or the policy shall include an “extended reporting period”, for a minimum of three (3) years following expiration of this Agreement or STA’s final acceptance of the Work, whichever occurs later.
        4. Umbrella Liability. Umbrella Liability insurance with coverage at least as broad as the primary coverages set forth above, except Professional Liability, with minimum limits of $2,000,000 per occurrence and $4,000,000 in the aggregate. Such policy shall include the following terms & conditions:
           1. A drop-down feature requiring the policy to respond if any primary insurance that would have otherwise applied proves to be uncollectible in whole or in part for any reason;
           2. Pay on behalf of wording as opposed to reimbursement;
           3. Concurrency of effective dates with primary policies;
           4. Policies shall “follow form” to the underlying primary policies; and
           5. Insureds under primary policies shall also be insureds under the Umbrella policy with no additional restrictions.
        5. Worker’s Compensation. Statutory requirements for Consultant’s state of residency. When Work is performed in the State of Washington, coverage as required by Chapter 51 RCW of the State of Washington.
   2. Insurance Rating. Insurance is to be underwritten by insurers licensed to provide insurance in the State of Washington with a current A.M. Best rating of not less than A:VII.
   3. Additional Insured. Consultant’s General Liability and Automobile Liability policies shall be endorsed using Insurance Services Office form GC 20 10 naming STA, its officials, officers, directors, employees and agents as additional insureds under such policies.
   4. Deductible. Consultant is responsible for the payment of any deductible or approved self-insured retention that is required by any of Consultant’s insurance. If STA is required to contribute to the deductible under any of Consultant’s insurance policies, the Consultant shall reimburse STA the full amount of STA’s contribution to the deductible. Consultant’s deductible for each insurance policy required herein shall be limited to no more than ten percent (10%) of the policy occurrence limit.
   5. Self-Insured Retention. Any self-insured retentions must be declared to and approved by STA prior to execution of this Agreement. STA reserves the right to require that self-insured retentions be lowered, eliminated or replaced by a deductible. Self-insurance or self-insured retentions will not be considered to comply with these specifications unless approved in writing by STA.
   6. Primary & Noncontributory. It is the intent of this Agreement for the Consultant’s insurance to be considered primary and noncontributory in the event of a loss, damage or suit. STA’s own comprehensive general liability policy will be considered excess coverage in respect to STA. Additionally, the Consultant’s commercial general liability policy must provide cross-liability coverage as would be achieved under a standard ISO separation of insureds clause.
   7. Waiver of Subrogation. All insurance coverages maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against STA, its elected and appointed officers, agents, officials, employees and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against STA and shall require similar written express waivers and insurance clauses from each of its subconsultants.
   8. Verification of Coverage. Within five (5) days of execution of this Agreement, or prior to commencement of any Work, whichever occurs earlier, the Consultant shall furnish evidence of insurance in the form of a Certificate of Insurance, and associated amendatory endorsements, for coverages required herein. Should the Term of this Agreement exceed the term of any of Consultant’s policies, the Consultant shall submit a Certificate of Insurance evidencing continuation of such policies to STA prior to said policies’ expiration. STA reserves the right to receive a certified and complete copy of all of the Consultant’s insurance policies.
   9. Notice of Cancellation. The Consultant must provide written notification to STA for any cancellation, suspension or material change in Consultant’s coverage at least thirty (30) days in advance of such cancellation, suspension or material change.
   10. Subconsultant Coverage. The Consultant shall ensure and require its subconsultants of any tier have insurance coverage equal to, or greater than, the requisite coverages specified herein.
   11. Limit of Liability. STA’s specification or approval of insurances and/or minimum amounts required herein shall not relieve or decrease the liability of the Consultant. Coverages and amounts are the minimum to be provided and are not limitations of liability under this Agreement, indemnification or applicable law provisions. The Consultant may, at its sole expense, procure and maintain additional coverage and/or greater amounts of coverage.
   12. Damages. If STA is damaged by the failure of the Consultant to maintain any of the above insurance or to so notify STA in accordance with this Section 7, the Consultant shall bear all costs attributable thereto. STA may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver of any requirement herein.
   13. Right of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, STA has the right, but not the duty, to obtain the insurance it deems necessary. Any premium paid by STA will be promptly reimbursed by Consultant, or STA shall withhold amounts sufficient to pay premium from Consultant payments.
   14. Submittals. Any communication, submittal or notice required in this Section shall be submitted to [coi@spokanetransit.com](mailto:coi@spokanetransit.com).
2. INDEMNIFICATION

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

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

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

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

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

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

* + 1. Agreement Amendments in descending order;
    2. Executed Agreement, Attachments and Exhibits;
    3. Scope of Work;
    4. Executed Consultant Proposal;
    5. RFP documents & attachments/exhibits;
    6. Instruction to Proposers.

1. DISPUTE RESOLUTION

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

1. TERMINATION
   1. Convenience. STA may terminate this Agreement, in whole or in part, at any time and for any reason. Termination shall be effected by serving a Notice of Termination (“NOT”) in accordance with Section 5 of this Agreement, setting forth the effective date of termination. Consultant shall be paid its costs, in accordance with the terms of this Agreement, through the effective date of termination. If Consultant has any property in its possession belonging to STA, Consultant will account for the same and return it to STA or dispose of it in the manner STA directs.
   2. Default, Breach or Cause. Any Party may terminate this Agreement for default, breach or cause in the event a Party fails to perform a material obligation under, or fails to comply with any provision of, this Agreement. Termination shall be effected by serving a NOT in accordance with Section 5 of this Agreement, setting forth the manner in which the Party is in default or breach and the effective date of termination. Termination shall not take effect if the default or breach has been cured within ten (10) calendar days after the date of NOT. STA reserves the right to permit Consultant to establish a new performance or delivery schedule and allow Consultant to continue Work, or revise such termination as a termination for convenience.
   3. Waiver of Default or Breach. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such by written instrument signed by the parties hereto.
2. FORCE MAJEURE

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

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

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

1. QUALIFIED TO DO BUSINESS

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

1. 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.

1. INTERPRETATION

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

1. 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.

1. MODIFICATION

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

1. SEVERABILITY

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

1. SUCCESSORS & ASSIGNS

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

1. ANTI-KICKBACK

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

1. CONFLICT OF INTEREST

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

* 1. the employee, officer or agent;
  2. any member of his/her immediate family;
  3. his or her partner; or
  4. an organization which employs, or is about to employ, any employee, officer or agent of STA
  5. has a financial or other interest in the firm selected for award.

1. EMPLOYEE SOLICITATION

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

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

1. TRADEMARKS AND LOGOS

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

1. PUBLIC RECORDS ACT

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

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

1. AUDIT/RECORDS

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

Records and other documents, in any medium, furnished by any Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. Subject to Section 27 of this Agreement, the receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.

1. COUNTERPARTS

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

1. ELECTRONIC SIGNATURES

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

[signatures on the following page]

1. 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.

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| --- | --- |
| **Consultant** | **Spokane Transit Authority** |
| By: XXX  Title: XXX  Date: | By: E. Susan Meyer  Title: Chief Executive Officer  Date: |
|  | Attest:      By: Dana Infalt  Title: Clerk of the Authority  Date: |

SCOPE OF WORK INSERTED HERE IN FINAL VERSION.

CONSULTANT PROPOSAL INSERTED HERE IN FINAL VERSION.

CONSULTANT COMPENSATION SCHEDULE INSERTED HERE IN FINAL VERSION.