

Notice is hereby given by the Chair of the Spokane Regional Transportation Council Board, pursuant to RCW 42.30, that the Spokane Regional Transportation Council Board will hold its regular monthly meeting at 1:00 pm or as soon as possible thereafter, on Thursday, November 12, 2009 at SRTC, Intermodal Center (Amtrak-Greyhound Station), 221 W. First Avenue, Suite 310, Spokane, WA 99201

## AGENDA

1. Call to Order.
2. Roll Call/Record of Attendance.
3. Board Action Items.
  - a) Approval of October 2009 SRTC Board Minutes
  - b) Approval of October Vouchers
  - c) Executive Director and Transportation Manager Job Description Approval – Micki
4. Public Comments.
5. Committee Reports and Recommendations.
  - a) Transportation Technical Committee – Gordon Howell
    1. Regional Transportation Priorities for Advocacy
    2. Prioritized STP Project Applications
  - b) Inland Pacific Hub Update – Ryan Stewart
6. Administrative Matters.
  - a) SRTC/KMPO Contract Renewal (action) – Stan Schultz
  - b) SRTC Interlocal Agreement (action) – Stan Schultz
  - c) Regional Transportation Vision (Direction and Decision) – Glenn
  - d) Regional Transportation Benefit District (TBD) Concept – Glenn
7. Old Business.
8. New Business.
  - a) Draft Spokane Regional Pedestrian Plan – Eve Nelson
9. Transportation Manager's Report.
10. SRTC Board Member Comments.
11. Adjournment.

## **2009 SRTC BOARD RETREAT MINUTES**

Spokane Regional Transportation Council Board  
Thursday October 8, 2009  
Bear Creek Lodge  
24817 N Mt. Spokane Park Dr.  
Mead, WA 99021-9740  
9:00 a.m. to 3:00 p.m.

### **Opening Remarks and Schedule of the Day**

#### **SRTC Board Regular Business Items**

##### **a. Call to Order for Regular October Board Meeting**

The meeting of the Spokane Regional Transportation Council was called to order by Chair, Ms. Micki Harnois, at 9:32 am.

##### **b. Roll Call**

###### Board Members in Attendance:

Micki Harnois, Small Towns Representative (Chair)  
Diana Wilhite, City of Spokane Valley (Vice-Chair)  
Mark Richard, Spokane County Commissioner  
Todd Mielke, Spokane County Commissioner  
Nancy McLaughlin, City of Spokane Council Member  
Wendy Van Orman, Spokane Transit Authority  
Latisha Hill, Washington State Transportation Commission  
Keith Metcalf, WSDOT – Eastern Region  
Stan Schwartz, SRTC Legal Counsel

###### Board Members Not in Attendance:

Joe Shogan, City of Spokane Council Member  
Jim Williams, Private Sector Transportation Provider

###### Guests Present:

Susan Meyer, CEO STA  
Katherine Miller, City of Spokane  
Richard Rush, City of Spokane Council  
Member  
Larry Ehl, WSDOT Federal Relations  
Manager  
Kim Zentz, Inland Pacific Hub Co-Chair  
Paul Kropp, Neighborhood Alliance

###### Staff Present:

Glenn Miles, Transportation Manager  
Jeff Selle, Transportation Relations Mgr.  
Staci Lehman, Public Education/Information  
Coordinator  
Anna Ragaza-Bourassa, Transportation  
Planning Supervisor

**c. Minutes of the September 10, 2009 SRTC Board Meeting**

Diana Wilhite noted a misspelling of the word ‘ferry’ in the third paragraph under SRTC Board Member Comments.

**Ms. Diana Wilhite made a motion to approve the September 10, 2009 meeting minutes as corrected. Ms. Nancy McLaughlin seconded the motion, which was unanimously approved, except for Ms. Wendy Van Orman and Ms. Micki Harnois who abstained.**

Todd Mielke arrived at 9:36 a.m.

**d. Approval of September Vouchers**

**Mr. Mark Richard made a motion to approve the payment of the September 2009 voucher list in the amount of \$117,312.10. Ms. Diana Wilhite seconded the motion, which was unanimously approved.**

Recap for September 2009:	
Vouchers: V118878 to V118906	35,953.09
Salaries/Benefits: Warrant Nos: 1416443 - 1416457 and 1419174 -1419188	80,685.06
Interfund, other expenses, and reimbursements processed directly by the City of Spokane	673.95
	<hr/>
	117,312.10

**e. SRTC Employee Handbook (action)**

Mr. Miles noted that based on Board member comments at the September Board meeting, employee exit interviews was added to the SRTC Employee Handbook. Mr. Miles will conduct the interviews but employees also have the option of requesting a meeting with Board members.

Ms. Wilhite had a question about item 27 on page 7 under ‘General Rules of Conduct.’ The item mentions ‘failure to comply with SRTC procedures or rules.’ Ms. Wilhite asked what rules this refers to. Mr. Miles stated that the handbook is considered to be those rules.

Latisha Hill asked why the punishment for violating the rules on page 9 under ‘Nondisclosure and Confidential Use of Information’ is a monetary fine instead of disciplinary action. Mr. Miles explained that SRTC staff work with highly confidential data from the Employment Security Department and are required to sign a release agreeing to pay a fine if the information is divulged. Ms. Hill suggested a proviso stating that in addition to disciplinary action, a monetary fine could result from divulging that information.

Ms. Van Orman suggested adding ‘Spokane Transit’ to the list of agencies on page 1 of the handbook that make up SRTC and asked if the handbook is going to reflect what the amended Interlocal Agreement will say about SRTC’s structure. Mr. Miles stated

that the handbook will be amended later to reflect any changes made to the interlocal agreement.

**Mr. Mark Richard made a motion to approve the SRTC Employee Handbook with changes as noted. Mr. Todd Mielke seconded the motion, which was unanimously approved.**

**f. SRTC/KMPO Contract Renewal (action)**

Mr. Miles noted that the contract recently awarded to SRTC to conduct transportation planning duties for Kootenai Metropolitan Planning Organization's (KMPO) is ready for Board review/consideration.

Mr. Keith Metcalf reminded the Board that earlier this year there was talk of the need for better coordination between the two boards and was wondering if steps have been taken to start that process. Ms. Harnois said she contacted KMPO Chair, Jimmie Dorsey, but never received a reply. Mr. Miles suggested that she try again after the first of the year.

Mr. Todd Mielke noted that the termination clause included in the contract states only that KMPO can terminate the contract but doesn't offer an out for SRTC to do the same, or that the termination clause doesn't include a 30-day notice period. Ms. Wendy Van Orman made a motion that attorney Stan Schwartz review the contract. Mr. Miles said he would have Mr. Schwartz work with Attorney Pat Dalton at the City of Spokane on this.

Mr. Richard asked if the Board is comfortable with the for-cause termination clause. Mr. Miles noted that part of the reasoning behind it being "for-cause" is to encourage the agencies involved to work out problems that arise rather than immediately cancel the contract. There is also a recoup clause saying that SRTC will be reimbursed for expenses incurred up to the date of termination. Mr. Metcalf suggested either making the last sentence of the first paragraph under 'Termination' more unilateral so that both KMPO and SRTC have a 'walk away' clause or eliminate it altogether so neither party has an easy way out of the contract.

Mr. Miles said edits will be taken back to the KMPO Board, as the current contract is valid until Oct. 31. Mr. Miles said this item will be brought back to the Board in November.

**g. Regional Transportation Project Priorities (status report)**

Jeff Selle handed out a spreadsheet of regional priority projects compiled as a result of a call for projects to update last years' list. The list will be updated annually with new projects.

The projects were scored by a non-jurisdictional team, including Barb Chamberlain of WSU Spokane, Judy Cole of Avista, Joe Torterelli of the Good Roads Association,

citizen Paul Kropp, Frank Tombari of the Joint Transportation Committee, and Matt Ewers of Inland Empire Distribution Systems. The process was vetted by Greater Spokane Incorporated.

The scoring team was asked to identify their top three capital projects, top two non-motorized projects, and top three studies. Ms. Hill asked for the list in Excel format with a note saying where money is coming from for each project so Board members can thank the people responsible for securing funding.

The list of projects will be taken to the TTC for a motion for the Board to approve it and Greater Spokane Incorporated has agreed to add it to their legislative packet.

Mr. Richard suggested that some sort of outside peer review group look over the future scoring of priority projects. Mr. Metcalf asked about the scoring process as some projects didn't rank as high as he would have expected. Mr. Selle said the individual scores were averaged for each project.

There was discussion on how to weigh 'connector' projects in the future, such as packaging together projects like Farwell, NSC, Bigelow Gulch and the Sullivan/Bridging The Valley project to present as 'mega projects,' which would be weighted heavier.

Ms. Hill asked what education scoring committee members receive prior to ranking the projects. Mr. Selle said scorers are given a week to read through the projects, then jurisdictions that submitted projects are asked to answer any questions from the committee.

Mr. Schwartz suggested that the Board approve the scoring process in the future. Mr. Richard asked to have it noted in the Board meeting minutes that everyone involved anticipates the scoring process will be changed for next year.

### **New Agenda Item:**

Mr. Miles handed out results of the Surface Transportation Program (STP) call for projects. 75 applications were submitted for approximately \$10 million in funding that will be available for STP projects. The projects were scored by SRTC planners. The list presented is *not* in rank order.

Ms. Nancy McLaughlin asked what criteria was used to score the projects. Mr. Miles said that the projects were ranked using criteria developed by a subcommittee of all the area jurisdictions. Ms. Susan Meyer suggested including the project sponsor next to each project name so that it will be obvious who is behind which project and whether a project has been included in the House Infrastructure Bill.

Mr. Richard noted a typographical error on the Bigelow Gulch project; a zero was missing in the price.

The STP projects list will go to the TTC later this month for a recommendation for Board approval.

Ms. Harnois asked for any public comment then adjourned the Board meeting portion of the meeting at 10:50 a.m.

#### **h. Public Comments**

There were no public comments.

#### **i. Adjournment of the Regular SRTC Board Meeting**

There being no further business before the Spokane Regional Transportation Council Board, the Regular Business meeting was adjourned at 10:50 a.m.

### **SRTC BOARD RETREAT**

The SRTC Board Retreat was called to order at 11:10 a.m.

#### **New Agenda Item:**

Ms. Kim Zentz, Co-Chair for the Inland Pacific Hub (IPH), reported on the IPH project stating that the project is behind schedule because the IPH group will not accept anything less than a quality product. She thanked SRTC for their work on technical reviews, as well as Ms. Char Kay with WSDOT and her counterparts in Idaho.

Ms. Zentz stated that the next step is public outreach and education/communication. The consultant hired for the IPH project will talk about their initial findings in November/December. Public workshops will be used to get reactions from business leaders and the general public and all input will be incorporated into a final report that will help define Phase 2 of the IPH project.

### **Session I – MPO/RPTO Responsibilities**

#### **a. Legal/Statutory Requirements Presentation**

Mr. Miles gave a power point presentation on the legal/statutory requirements of MPOs. He anticipates a big change in the role of MPOs in the near future, especially if Spokane and Kootenai County are made a consolidated statistical area following the 2010 census. If this happens, it will be up to the two MPOs to decide whether or not to merge. Such a merger would be beneficial to KMPO since they stand to gain greater funding than if they were to remain their own entity. Airway Heights will also most likely be considered part of the urbanized area following the 2010 census.

Mr. Miles reviewed the five core functions of an MPO:

- Prepare and maintain a Metropolitan Transportation Plan (MTP).
- Establish and manage a fair and impartial setting for regional decision-making.

- Identify and evaluate alternative transportation options via various planning methods.
- Develop a Transportation Improvement Program (TIP) – a four-year program of transportation improvements based on the long-range transportation plan.
- Involve the general public in the four essential functions listed above.

Mr. Miles explained the documents SRTC is responsible for developing, including the Unified Planning Work Program (UPWP), MTP, and the TIP. Mr. Mielke asked for clarification on how the UPWP fits with the TIP and MTP. Mr. Miles explained that the UPWP lists exactly what projects will be tackled in the upcoming year, such as studies, modeling, etc. and sets out tasks and activities that need to be completed in order to complete the MTP and TIP. All activity leading up to having a project included in the MTP goes into the UPWP.

Mr. Miles stated that every jurisdiction is required to use the same process to get their projects in the MTP, although some try to get around doing this, due mostly to political pressure. The criteria are outlined in each local agency guideline manual.

Mr. Schwartz encouraged Board members to read .030, .026, .023, 47.80, .030, and .040 of the Revised Code of Washington as these sections clarify what the SRTC Board is about.

Mr. Miles discussed Comprehensive Plan amendments and the struggle to get jurisdictions to use the Comprehensive Plan Amendment Checklist that SRTC developed since SRTC is an advisory agency and can not enforce adherence to it.

### **Lunch – Guest Speaker, Larry Ehl (WSDOT)**

Mr. Larry Ehl of the Washington State Department of Transportation presented a lunchtime PowerPoint presentation on Federal Funding 101. His presentation covered items such as how much transportation funding Washington State receives, TEA project funding by region, the earmark process, technical assistance for local agencies, 2010-2011 Federal Transportation funding opportunities, and the typical budget process timetable. Mr. Ehl said that he would send his PowerPoint presentation to Mr. Miles to distribute to retreat attendees.

### **b. Draft Interlocal Agreement Review and Recommendations**

SRTC Legal Counsel, Mr. Stan Schwartz, reviewed SRTC’s draft Interlocal Agreement. He noted that page 2 lists the different types of entities that SRTC could be. He stated that currently, SRTC is legally a joint venture but may eventually want to become a non-profit organization. A handout was provided regarding the development of a future transportation advisory committee.

Attendees provided the following suggested revisions to the Interlocal Agreement:

- Page 5, Section 5: Use “STA” instead of the generic term ‘public transportation.’

- Page 4, Section 5: Use wording to reflect that geographic population will be used instead of jurisdictional populations; otherwise the County could have to drop a Board seat should its population drop due to annexation.
- State in writing the agreed-upon rotation of Board Chair and Vice Chair. Mr. Miles suggested adding wording to the effect that, 'Officers shall be elected annually,' or 'Each term is not to exceed two years' to leave Board members the option of choosing a Chair or Co-Chair in the event that a new Board member is immediately rotated into a Chair position upon joining the Board.
- Section 6: Mr. Schwartz stated that he would send draft rules to Mr. Miles for review and the wording in this section changed from: 'Such rules shall be adopted and may be amended by a majority vote (75% ratification of the Member bodies which are signatory to this inter-local agreement), to: 'Rules are adopted by this council and will take a 75% vote to amend.' One of these rules will be that SRTC Board members who fail to represent the policies, interests, and adopted project list of SRTC, while they are representing SRTC, are subject to removal from the Board.
- Section 10: Strike the phrase "identify herein' in the last line."
- Section 14: Update wording to recognize the incorporation of Spokane Valley.
- Page 6: Amend wording that says "all council representatives, including officers, will be entitled to one vote" to reflect that ex-officio members do not get a vote.
- Section 13: Use the word "unanimous" instead of the phrase "mutual agreement."

Other items discussed regarding the Interlocal Agreement:

- Section 11 has no changes at this time but could end up changing as a result of federal and state legislation. This section will likely be revisited within the next six to eight months.
- Ms. Susan Meyer asked for a clarification as to whether or not the term "recognized" on page 5 in the sentence, "There shall be three ex-officio, non-voting members recognized by the Board..." meant that they will be Board members. Mr. Schwartz responded that they will be Board members.
- Mr. Schwartz noted that Section 7 has been significantly rewritten to reflect that the Board will determine the positions, duties, and working conditions of employees. The change was made to broaden the language to allow the Board discretion to make these determinations.
- Ms. Anna Ragaza-Bourassa stated that she would send out the original redlined Interlocal Agreement to be sure that the versions are consistent.

Ms. Nancy McLaughlin left at 2:45 to attend another meeting.

Ms. Micki Harnois announced that there were five minutes left in the retreat. Mr. Mielke suggested starting the November Board meeting at noon instead of 1 p.m. in order to discuss some of the items on the retreat agenda that didn't get discussed.

Mr. Metcalf suggested that in the future, Board members be provided further education on projects prior to normally scheduled Board meetings, such as from noon to 1 p.m., so that those who are interested could attend.

Mr. Jeff Selle provided a handout outlining new MPO requirements being proposed in a Senate Bill.

#### **11. Adjournment.**

There being no further business before the Spokane Regional Transportation Council Board, the meeting was adjourned at 3: 05 pm.

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Staci Lehman  
Recording Staff

**SPOKANE REGIONAL TRANSPORTATION COUNCIL  
VOUCHERS PAID FOR THE MONTH OF OCTOBER, 2009**

As of this date, November 12, 2009, the Spokane Regional Transportation Council approves the payment of the October, 2009 vouchers included in the following list in the total amount of \$ 107,193.02.

Chairman

Date	Voucher	Vendor	Description	SRTC	KMPO	TOTAL
10/8/09	V118907	Coeur d'Alene Press	Legal Notice: KMPO TIP Amendment		44.96	44.96
	V118908	Gow, Bonnie	Travel: Mileage, 9/22 - 10/3/09	59.40	33.00	92.40
	V118909	IT-Lifeline, Inc.	Prof Svcs: Computer Backup Services, October 2009	641.00		641.00
	V118910	Kiemle & Hagood, Co.	Lease: 3rd Quarter Office Space Rental	8,516.42		8,516.42
	V118911	Miles, Glenn F.	Travel: Mileage-Sept; Wash DC 9/8-9; Moses Lake, 10/6	352.45	63.80	416.25
	V118912	OneEighty Networks	Telephone: Website Hostings; VLAN Services, Oct. 2009	573.26	19.95	593.21
	V118913	Spokane Reg. Health District	Reg: Mark Fenton Workshop	1,400.00		1,400.00
	V118914	Spokesman-Review	Legal Notice: Reg. Ped. Plan; Transp. Planner Ad	249.40		249.40
	V119015	Stewart, Ryan K.	Travel: Mileage, 8/6 - 10/1/09	18.15	200.75	218.90
	V118916	WA State Dept. of Retirement	Employee and Employer Contributions, Sept. 2009	6,849.22	441.51	7,290.73
	V118917	WA Trust Bank	Supplies: Software: Travel,GM-Wash DC, Seattle, Boise	2,877.66	340.42	3,218.08
	V118918	XO Communications	Telephone: Lines & 1-800#-KMPO, Oct; LD, Sept. 2009	531.81	25.18	556.99
10/26/09	V118919	B&C Telephone	Equip Maint: Telephone System, October 2009	178.68		178.68
	V118920	Bear Creek Lodge	SRTC Board Retreat Expenses, 10/8/09	531.92		531.92
	V118921	Macomber Law, PLLC	Legal Services, 9/18 - 10/5/09		592.50	592.50
	V118922	Qwest	Telephone: DSL & Internet Services to 11/10/09	121.84		121.84
	V118923	Schweitzer Engineering Laboratories	Rental: Inland Pacific Hub, Public Meeting, 12/4/09	75.00		75.00
	V118924	Spokane County Treasurer	Software Maint: ESRI, Prepay for Sept. 2010	483.84		483.84
	V118925	Wash, Jennifer	Travel: Mileage, 7/23 - 10/8/09	30.25	62.70	92.95
	V118926	City of Sandpoint	Rental: Inland Pacific Hub, Public Meeting, 12/2/09		150.00	150.00
		Spokane, City of-Salaries/Benefits	Pay Periods Ending: 10/3 and 10/17/09	70,142.90	10,712.46	80,855.36
		Spokane, City of - MIS	IF Postage: May 2009	0.55		0.55
		Spokane, City of - Warrant Services	IF Warrants: 3rd Quarter 2009	35.00		35.00
		Spokane, City of - Water Dept.	IF Courier Service: 3rd Quarter 2009	1,350.00		1,350.00
		Reimb:	Travel Reimb: TM, Washington DC	(512.96)		(512.96)
<b>TOTAL OCTOBER, 2009</b>				<b>94,505.79</b>	<b>12,687.23</b>	<b>107,193.02</b>

Recap for October 2009:

Vouchers: V118907 to V118926	25,465.07
Salaries/Benefits: Warrant Nos: 1423119 - 1423133 and 1425740 - 1425754	80,855.36
Interfund and other expenses processed directly by the City of Spokane	872.59
	<u>107,193.02</u>

Key for Criteria	Draft Rank*	Total cost	Total secured	2011	2012	2013	2014	2015	2016	2017
<i>Projects</i>										
<b>Capital Road Projects</b>										
North Spokane Corridor(Francis to the River)	148	\$300,000,000	\$28,000,000	\$25,000,000	\$51,000,000	\$47,000,000	\$60,000,000	\$49,000,000	\$40,000,000	
Bridging the Valley/Barker Road	127	\$47,500,000	\$0	\$3,000,000	\$3,000,000	\$20,000,000	21,500,000			
US 195 Hatch to I-90/Cheney/Spokane Inter	124	\$16,170,000	\$3,670,000	\$4,500,000	\$8,000,000					
Bigelow Gulch Project	123.4	\$56,000,000	\$18,500,000	\$11,500,000	\$6,500,000	\$11,500,000	\$8,000,000			
Old I-90 Bridge project	123	\$17,500,000	\$14,000,000	\$3,500,000						
I-90 Sullivan to Barker	122	\$27,300,000	\$2,300,000	\$10,300,000	\$14,700,000					
Sullivan Corridor Project	112	\$54,000,000	\$0	\$6,000,000	\$21,500,000	\$25,000,000	\$1,500,000			
Farwell Road Reconstruction	108.4	\$2,500,000	\$600,000	\$1,900,000						
Appleway: University to Tschirly	108	\$25,500,000	\$4,200,000	\$7,100,000	\$7,100,000	7,100,000				
<b>Non-motorized/Transit</b>										
Fish Lake Trail	125	\$7,625,282	\$4,225,282	\$3,400,000						
Electric Bus Rapid Transit	118	\$150,000,000	\$0	\$0	\$1,500,000	\$1,500,000	\$11,250,000	\$11,250,000	\$62,250,000	\$62,250,000
Post Street Bridge	103	\$10,484,000	\$3,372,000	\$4,600,000						
<b>Studies</b>										
NW Connector	120	\$850,000	\$0	\$850,000						
U-District Ped Bridge & Division Street Gateway	99	\$944,000	\$444,000	\$500,000						
Millwood Spokane Valley Trail	91	\$300,000	\$0	\$300,000						

\* Scores are ranked on a max of 150 points



**SPOKANE REGIONAL TRANSPORTATION COUNCIL  
SURFACE TRANSPORTATION PROGRAM (STP) CALL FOR PROJECTS**

**Sorted by Urban and Rural**

**2009 Call for Projects for Years 2011-2012**

<b>Type Application</b>	<b>Urban or Rural</b>	<b>Average Score</b>	<b>Applicant</b>	<b>Project Title</b>	<b>Total Project Cost</b>	<b>Federal Amount Requested</b>
Improvement	Urban	77	City of Spokane	Latah Bridge Study, bottom of Sunset Hill	650,000	562,225
Improvement	Urban	72	Spokane County	Farwell Rd Improvement, NSC to Market (CN Phase)	3,130,892	2,708,222
Improvement	Urban	71	Spokane Valley	Mission Ave Improvements, Flora to Barker (PE, RW, CN Phases)	4,886,200	4,226,600
Improvement	Urban	71	City of Spokane/WSDOT	US 195 New City Arterial, Cheney/Spokane to Lindeke (PE Phase)	1,156,000	1,000,000
Improvement	Urban	66	City of Spokane	Hatch Rd, 43rd to 57th (PE, RW, CN Phases)	1,448,186	1,252,681
Improvement	Urban	65	City of Spokane	37th Ave, Regal to East City Limits (PE Phase)	400,000	346,000
Improvement	Urban	61	City of Spokane	Ray Freya Crossover, 42nd/Freya to 37th/Ray (PE, RW Phases)	650,000	562,250
Improvement	Urban	59	City of Spokane	Hatch Rd, Hatch Bridge to 57th (PE, RW Phases)	1,800,000	1,557,000
Improvement	Urban	59	Spokane County	Bigelow Gulch/Forker Rd, #6 Project, Forker to Wellesley (PE Phase)	409,855	354,525
Improvement	Urban	57	Spokane Valley	Mansfield Ave Extension, N of I-90, E of Pines (SR 27) (PE, RW, CN Phases)	1,991,200	1,722,400
Improvement	Urban	49	City of Spokane	Five Mile Rd, Lincoln to Strong Rd (PE, RW, CN Phases)	3,217,688	2,783,300
Improvement	Urban	48	City of Spokane	Crestline, 53rd to 37th (PE, RW, CN Phases)	2,659,590	2,300,545
Improvement	Urban	43	City of Spokane	Barnes Rd, Phoebe St to Strong Rd (PE, CN Phase)	1,472,832	1,274,000
Improvement	Urban	37	City of Spokane	Strong Rd, 5 Mile to Cedar Rd (PE, RW, CN Phases)	6,989,573	6,045,981
<b>Total Urban Improvement Projects</b>						<b>26,695,729</b>
Reconstruction	Urban	91	Spokane Valley	Broadway/Argonne/Mullan PCC Intersections	2,396,800	2,073,200
Reconstruction	Urban	89	Spokane Valley	Sullivan Rd/Euclid Ave PCC Intersection	1,518,500	1,313,500
Reconstruction	Urban	86	Spokane County	Argonne Road Reconstruction, Bigelow Gulch to Wellesley	2,794,047	2,416,851
Reconstruction	Urban	86	Spokane Valley	Sprague Ave/Sullivan Rd PCC Intersection	303,000	262,100
Reconstruction	Urban	81	City of Spokane	4th and 5th Aves., Howard to Arthur St	2,885,600	2,496,040
Reconstruction	Urban	80	City of Spokane	Francis & Addison Concrete Intersection	890,000	769,850
Reconstruction	Urban	70	Spokane County	Market Street Reconstruction, Magnesium to Mt Spokane Park Dr	5,506,142	4,762,813
Reconstruction	Urban	67	City of Spokane	Cedar St and High Dr, 12th to 29th	2,824,700	2,443,360
Reconstruction	Urban	64	City of Spokane	Indian Trail Rd, Ridgecrest to City Limits	842,500	728,760
Reconstruction	Urban	62	City of Spokane	High Drive, Scott St to Manito Blvd	1,322,000	75,000
Reconstruction	Urban	60	City of Spokane	Pettet Dr & Maxwell, Downriver to Ash St	3,060,000	2,646,900
Reconstruction	Urban	60	City of Spokane	Buckeye Ave, Post St to Division St	1,315,300	1,137,730
Reconstruction	Urban	59	City of Spokane	Addison St, Bridgeport to Francis	4,088,500	3,536,550

Type Application	Urban or Rural	Average Score	Applicant	Project Title	Total Project Cost	Federal Amount Requested
Reconstruction	Urban	58	City of Spokane	Addison-Standard Streets, Francis to Colton	1,509,509	100,000
Reconstruction	Urban	57	City of Spokane	Perry St, 53rd to 29th	2,401,300	2,077,120
Reconstruction	Urban	57	City of Spokane	Perry/Newark/Arthur, 18th to 2nd Ave	2,685,700	2,323,130
Reconstruction	Urban	57	City of Spokane	Maple and Walnut Sts, 12th to 5th Ave	2,162,300	1,870,390
Reconstruction	Urban	53	Airway Heights	14th Ave Reconstruction, Campbell to Lundstrom	566,500	490,000
Reconstruction	Urban	52	City of Spokane	Lincoln & Monroe Sts, 17th to 4th Ave	2,332,800	2,017,870
Reconstruction	Urban	52	City of Spokane	Wellesley, Assembly to Driscoll	1,417,200	1,225,870
Reconstruction	Urban	51	City of Spokane	Wellesley & Monroe Concrete Intersection	1,000,000	865,000
Reconstruction	Urban	49	City of Spokane	Lincoln & Monroe Sts, 4th to Main Ave	2,335,000	2,019,800
Reconstruction	Urban	46	City of Spokane	Wellesley, Assembly to C St	1,755,200	1,518,240
Reconstruction	Urban	39	City of Spokane	Cedar Rd, Country Homes to Strong	1,604,400	1,386,800
Reconstruction	Urban	37	City of Spokane	Browne/McClellan Streets, 8th to 4th Ave	713,700	617,350
Reconstruction	Urban	21	City of Spokane	Garland St, Northwest to Driscoll Blvds	1,328,400	1,149,060
Total Urban Reconstruction Projects						42,323,284
Preservation	Urban	85	Spokane County	Mill Road Preservation, Waikiki and Dartford	1,440,584	1,246,105
Preservation	Urban	85	Spokane Valley	University Rd Resurfacing, 4th Ave to Dishman Mica	2,222,800	1,922,700
Preservation	Urban	84	Spokane County	Waikiki Rd Preservation, Whitworth Dr and Mill	1,137,482	983,922
Preservation	Urban	84	Spokane Valley	32nd Ave Resurfacing, Dishman Mica Rd to SR-27	2,300,200	1,989,700
Preservation	Urban	83	City of Spokane	Grand Blvd/McClellan/9th, 29th Ave to Bridge End	1,823,700	1,577,500
Preservation	Urban	80	Spokane County	Hawthorne Road Preservation, US 395 and US 2	530,401	458,780
Preservation	Urban	78	City of Spokane	Monroe St, Ide Ave to Frederick Ave	2,219,100	1,919,520
Preservation	Urban	78	Spokane County	Palouse Highway Preservation, Freya and Jamieson	1,276,078	1,103,807
Preservation	Urban	77	Spokane County	Upriver Drive Preservation, Spokane City Limits and Argonne Rd	1,183,860	1,024,040
Preservation	Urban	76	City of Spokane	Northwest Blvd, Alberta St to Wellesley Ave	2,388,000	2,065,620
Preservation	Urban	76	City of Spokane	Assembly St, Wellesley to Francis	1,315,200	1,137,650
Preservation	Urban	74	Spokane County	Day-Mt Spokane Road Preservation, US 2 and Urban Boundary	546,181	472,447
Preservation	Urban	69	City of Spokane	Lincoln Rd, Division St to Nevada St	951,800	823,300
Preservation	Urban	69	City of Spokane	Wellesley Ave, Mayfair St to 560' East of Regal	2,698,200	2,333,940
Preservation	Urban	63	City of Spokane	Boone/Atlantic/Sharp Aves, Monroe to Division	1,252,100	1,083,050
Preservation	Urban	62	City of Spokane	Magnesium Rd, Division St to Nevada St	873,000	755,140
Preservation	Urban	58	City of Spokane	Freya St, Palouse Highway to 37th Ave	953,300	824,600
Preservation	Urban	55	City of Spokane	Illinois Ave, Perry St to Crestline St	710,100	614,200
Preservation	Urban	49	City of Spokane	17th Ave, Perry St to Ray St	1,029,600	890,600

Type Application	Urban or Rural	Average Score	Applicant	Project Title	Total Project Cost	Federal Amount Requested
Preservation	Urban	44	City of Spokane	Rowan Ave, Maple St to Wall St	583,400	504,640
Preservation	Urban	37	City of Spokane	Colton, Standard St to Magnesium Rd	319,100	276,020
Total Urban Preservation Projects						24,007,281
Total Urban Projects						93,026,294
Improvement	Rural	79	Spokane County	Bigelow Gulch/Forker Road Intersection Improvement (CN Phase)	5,909,423	5,111,651
Improvement	Rural	58	Spokane County	Elk Chattaroy Rd Improvements, US 2 to Hardesty (PE, RW, CN Phases)	3,249,537	2,810,850
Improvement	Rural	45	City of Deer Park	4th and North Streets Construction (PE, CN Phases)	1,449,960	1,254,215
Improvement	Rural	45	Spokane County	Old Trails Rd/Inland Rd, NW Connector <b>Study</b> Project	850,000	735,250
Improvement	Rural	40	Spokane County	Spangle Creek Rd, US 195 to Yale Rd (CN Phase)	2,113,911	1,828,533
Improvement	Rural	36	Town of Fairfield	Fairfield 2010 Main Street Improvements, SH 27 to Fairweather (PE Phase)	41,600	36,000
Total Rural Improvement Projects						11,776,499
Reconstruction	Rural	78	City of Deer Park	S Main Street Reconstruction, Crawford to SR 395	2,177,353	1,883,410
Reconstruction	Rural	66	Spokane County	Elk Chattaroy Phase 1 Reconstruction, Hardesty and Deer Creek	2,003,138	1,732,714
Reconstruction	Rural	60	Spokane County	Elk Chattaroy Phase 2 Reconstruction, Deer Creek and Blanchard	3,220,327	2,785,582
Total Rural Reconstruction Projects						6,401,706
Preservation	Rural	83	Spokane County	Bruce Road Preservation, Argonne to Mt. Spokane Park Dr	2,027,250	1,753,572
Preservation	Rural	76	Spokane County	Day-Mt. Spokane Road Preservation, Urban Boundary to Bruce	702,645	607,788
Preservation	Rural	72	Spokane County	Argonne Road Preservation, Bigelow Gulch to 200' S of Stoneman	2,719,062	2,351,989
Preservation	Rural	68	Spokane County	Palouse Highway Preservation, Jamieson to Olmstead	895,344	774,473
Preservation	Rural	61	Spokane County	Eloika Lake Road Preservation, Division Rd to US 2	1,515,646	1,311,033
Total Rural Preservation Projects						6,798,855
Total Rural Projects						24,977,060
TOTAL Urban/Rural Projects						118,003,354

## CONTRACTOR AGREEMENT

**THIS AGREEMENT** is between the **KOOTENAI METROPOLITAN PLANNING ORGANIZATION**, a joint governmental body, herein "KMPO" and **SPOKANE REGIONAL TRANSPORTATION COUNCIL**, a joint governmental body, herein "SRTC," which address is 221 W. First Avenue, Suite 310, Spokane, WA 99201.

WITNESSETH:

The parties agree as follows:

**1. PURPOSE OF AGREEMENT.** The purpose of this Agreement is to **provide for administrative and technical staff support for the benefit of KMPO** and to state the terms, conditions, and mutual understanding of the parties as to the manner in which the Staff Support work will be undertaken and completed.

**2. CONTRACT DOCUMENTS.** This Agreement and the KMPO 2009 Unified Planning Work Program (UPWP), which is attached as the Scope of Services, shall constitute the contract documents. In the event of conflict, the documents control in the order listed above.

**3. TIME OF PERFORMANCE.** This agreement shall be in effect for a period of three years commencing October \_\_\_\_, 2009.

**4. PROJECT BUDGET.** The Project, as described in the 2009 UPWP, and as mutually agreed to by the KMPO and the SRTC after development of the Fiscal Year 2010 and the Fiscal Year 2011 Unified Planning Work Programs and other grants as may be approved for administrative and management services.

Any modifications to the Staff Support Budget must be requested by the SRTC. Such modifications shall be submitted in writing to the KMPO and shall include the amount of budget change as well as the change in scope of work or project products associated with the budget modifications, in accordance with Section 24 as applicable. If at any time the SRTC becomes aware that the cost which it expects to incur in the performance of the Agreement will exceed or be substantially less than the total cost amount, the SRTC must notify the KMPO promptly in writing to that effect.

**5. PAYMENT.** The SRTC will send its monthly request for payment to the KMPO Board Chair for approval first by the KMPO Board of Directors. Upon approval by the KMPO, payment will be made within thirty (30) days after approval of the SRTC's request. Final payment must be requested within 20 days of termination of this Agreement.

**6. AGREEMENT MODIFICATIONS.** Either party may request changes in these provisions. Mutually agreed-upon changes shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this

Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

**7. GENERAL TERMS AND CONDITIONS.** The parties agree that their rights and obligations shall be subject to and governed by the terms and conditions set forth in this document.

**8. TERMINATION.** Either party may terminate this Agreement in whole, or in part, with ninety (90) days written notice to the other, whenever: a) the requisite local, state, or federal funding is reduced or becomes unavailable through failure of appropriation or otherwise to fund the terminating party's fulfillment of this contract; or b) a request to terminate in whole or in part for any reason has been made in writing by the other party.

The SRTC shall include in any subcontracts termination language to protect itself in case the Agreement is terminated by the KMPO. If this Agreement is terminated prior to fulfillment of the terms stated herein, the SRTC shall be reimbursed only for actual expenses, both direct and indirect, incurred up to the date of termination. The KMPO is not obligated to pay any fees or expenses, which specifically involve negligent acts or omissions on the part of the SRTC.

**9. INDEPENDENT CONTRACTOR.** The SRTC shall be deemed an independent contractor for all purposes, and the employees of the SRTC or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of the KMPO, because KMPO shall only assign projects but shall not direct the manner or process of SRTC's fulfillment of or execution of said projects.

**10. COMPLIANCE WITH LAWS.** The SRTC shall comply with all applicable federal, state, and local laws, regulations and executive orders in effect at the time services are performed, which laws, regulations, and orders are incorporated herein by reference.

- A.** Although the SRTC may delegate any or almost all Project responsibilities to one or more subrecipients, the KMPO agrees that it, rather than the SRTC, is ultimately responsible for compliance with all applicable Federal laws, and regulations, in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing.
- B.** The SRTC will impose applicable Federal requirements and directives on KMPO's subrecipients, lessees, third party contractors and other participants in the Project at the lowest tier necessary, except to the extent that FTA determines otherwise in writing.

**11. WAIVER.** In no event shall payment of funds to the SRTC by the KMPO constitute or be construed as a waiver by the KMPO of any breach of covenants, or any default which may exist on the part of the SRTC; the making of any such payment by the KMPO while any such breach or default shall exist shall in no way impair or prejudice any right of remedy available to the KMPO with respect to such breach or default.

**12. VENUE AND PROCESS.** This Agreement shall be performed and interpreted pursuant to Idaho law. Any litigation to enforce this agreement or any of its provisions shall be brought in Kootenai County, Idaho. The prevailing party shall be allowed such reasonable amounts for attorney fees, costs, and expenses as may be set by the court.

**13. SEVERABILITY.** If any covenant or provision of this Agreement shall 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. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

**14. SUBCONTRACTING AND EQUIPMENT.**

**A. Addition of Required Provisions to Subcontracts.** The SRTC shall include Sections 16, 17, 18, 19, 20, 22, 24, 25, and 27 of this Agreement in all subcontracts entered into pursuant to this Agreement after the effective date of this Agreement. Any equipment to be purchased under this Agreement shall be listed in the scope of work. All equipment must be purchased, managed, and disposed of in accordance with all current federal and state laws and regulations and the nondiscrimination provisions of Sections 20 and 21 of this Agreement. The procurement of all equipment must be used for the sole purpose of urban and regional transportation planning activities.

**B. Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

**15. CONSERVATION.** The SRTC shall recognize and comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.), except to the extent that the Federal Government determines otherwise in writing.

**16. TRAVEL.** Current Washington State travel rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of the Agreement.

**17. PURCHASES.** The SRTC shall make purchases of any equipment, material, incidental goods or supplies pursuant to this Agreement through procurement procedures approved in advance by the KMPO and consistent with the following provisions:

**A. General Procurement Requirements.** The SRTC shall comply with the procurement procedures identified in Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Requirements." The SRTC agrees to comply with applicable third party procurement requirements of 49 U.S.C. chapter 53 and other procurement requirements of Federal laws in effect now or as amended to the extent applicable; with applicable U.S. DOT third party procurement regulations at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48, and with other applicable Federal regulations pertaining to third party procurements and later amendments thereto. The SRTC also agrees to follow the provisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," November 1, 2008, and any later revision thereto, except to the extent FTA determines otherwise in writing.

**B. Preference for the United States Products and Services.** To the extent applicable, the SRTC agrees to comply with the following U.S. domestic preference requirements:

1. Buy America. The SRTC agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any later amendments thereto.
2. Cargo Preference-Use of United States-Flag Vessels. To the extent applicable, the SRTC agrees to comply with 46 U.S.C. § 55305 and U.S. Maritime Administration regulations, "Cargo Preference-U.S.-Flag Vessels," 46 C.F.R. Part 381.
3. Fly America. The SRTC understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

**C. Geographic Restrictions.** The SRTC agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by FTA.

**D. Government Orders.** If any lawful government authority shall make any order with respect to the Project or Project equipment, or any part thereof, or the parties hereto or either of them, the SRTC shall cooperate with the KMPO in carrying out such order and will arrange its operation and business so as to enable the KMPO to comply with the terms of the order.

## **18. INCORPORATION OF FEDERAL TERMS.**

- A. Purchasing.** This Agreement's provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in this Agreement's provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The SRTC shall not perform any act, fail to perform any act, or refuse to comply with any KMPO request which would cause the KMPO to be in violation of any USDOT term or condition.
- B. Federal Changes.** The SRTC shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including but not limited to those listed directly or by reference in the Agreement, as they may be amended or promulgated from time to time by FTA, during the term of this Agreement. The SRTC's failure to so comply shall constitute a material breach of this Agreement.

## **19. NO OBLIGATION BY THE FEDERAL GOVERNMENT.**

- A.** The SRTC acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the SRTC or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.
- B.** No contract between the KMPO or the SRTC shall create any obligation or liability of the Idaho Transportation Department (ITD) with regard to this Agreement without ITD's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The SRTC hereby agrees to include this provision in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Agreement.
- C.** In connection with any Project, the KMPO acknowledges that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to SRTC at any tier of any Project. Notwithstanding that the Federal Government may have concurred in or approved any of this third party contract, the Federal Government has no obligations or liabilities to any entity other than the KMPO, including SRTC.

**20. CIVIL RIGHTS.** The SRTC agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. To comply with federal

requirements of third-party and subrecipient contracts, appropriate contract clauses, to include but not be limited to, third-party and subrecipient management systems that allow SRTC to audit, or for FTA to audit, such third-party and subrecipient contracts. These requirements include, but are not limited to, the following:

- A. Nondiscrimination in Federal Public Transportation Programs.** The SRTC agrees to require through contract the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project with appropriate management monitoring systems related thereto to comply with the provisions of 49 U.S.C. § 5332 and contract requirements related thereto, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- B. Nondiscrimination – Title VI of the Civil Rights Act.** The SRTC agrees to comply, and will require through contract third-party and subrecipient contractors to have systems allowing audit of their compliance with mandatory contract clauses related to federal law at any tier of the Project, and with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. Except to the extent FTA determines otherwise in writing, the SRTC agrees to follow all applicable provisions of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” May 13, 2007, and any other applicable Federal directives that may be issued.
- C. Equal Employment Opportunity.** The SRTC agrees to comply, and will require through contract third-party and subrecipient contractors to have systems allowing audit of their compliance with mandatory contract clauses related to federal law at any tier of the Project, and with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA determines otherwise in writing, the SRTC also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

  - 1. The SRTC agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The SRTC agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or

recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. If the SRTC is required to submit and obtain Federal Government approval of its State-mandated EEO program, such program as approved by the Federal Government is incorporated by reference and made a part of this Agreement. Failure by the SRTC to carry out the terms of that EEO program shall be treated as a violation of this Agreement. KMPO understands that upon notification to SRTC of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal financial assistance, or other measures that may affect the SRTC's eligibility to obtain future Federal financial assistance for transportation projects.

**D. Nondiscrimination on the Basis of Sex.** The SRTC agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.

**E. Nondiscrimination on the Basis of Age.** The SRTC agrees to comply with all applicable requirements of:

1. The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.
2. The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625.

**F. Access for Individuals with Disabilities.** The SRTC agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The SRTC also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations

be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the SRTC agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
4. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
6. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
7. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
11. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

**G. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.**

To the extent applicable, the SRTC agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments thereto.

**H. Access to Services for Persons with Limited English Proficiency.** To the extent applicable and except to the extent that FTA determines otherwise in writing, the SRTC agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.

**I. Environmental Justice.** The SRTC agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

**J. Other Nondiscrimination Laws.** The SRTC agrees to comply with all applicable provisions of other Federal laws and regulations, and follow applicable Federal directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

**K. Sanctions for Noncompliance.** The SRTC shall take action with respect to any subcontractor or procurement as the KMPO or the Federal Highway Administration may direct as a means of enforcing the above A-J provisions and provisions of Section 21 herein below, including sanctions for noncompliance. Provided, however, that in the event the SRTC or a subcontractor to SRTC becomes involved in, or is threatened with, litigation by or with a subcontractor or supplier as a result of such direction, the SRTC may request the KMPO enter into such litigation to protect the interests of the KMPO and, in addition, the SRTC may request the United States enter into such litigation to protect the interests of the United States. In the event of the SRTC's noncompliance with the nondiscrimination provisions of this contract, the KMPO shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the SRTC under the contract until it complies; and/or;

2. Cancellation, termination, or suspension of this Agreement, in whole or in part.

**21. PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES.** To the extent authorized by Federal law, the SRTC agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and will require through contract third-party and subrecipient contractors to have systems allowing audit of their compliance with mandatory contract clauses related to federal law at any tier of the Project, and will facilitate participation by DBEs in the Project to the extent applicable. Therefore:

- A. The SRTC agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.
- B. The SRTC agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26.

**22. LEGAL RELATIONS.** Each party to this Agreement, and parties to subcontracts between SRTC and third parties to effectuate this Agreement, shall be responsible for damage to persons or property resulting from negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement, unless causally related to the party's negligence. No liability shall attach to the KMPO, except as expressly provided herein.

**23. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS.** No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

**24. PROJECT RECORDS.** The SRTC shall establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. To facilitate the administration of the project, separate accounts shall be established and maintained within the SRTC's existing accounting system or set up independently. Such accounts are referred to herein collectively as the "Project Account." The SRTC shall charge to a Project Account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the KMPO, shall not be considered eligible costs. All costs charged to the project, including any approved services contributed by the contractor or others, shall be

supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**A. Accounting Records.** In compliance with applicable Federal laws and regulations, in accordance with applicable Federal directives, and except to the extent that FTA determines otherwise in writing, the SRTC agrees as follows:

1. Project Accounts. The SRTC agrees to establish and maintain for a Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with a Project. The SRTC also agrees to maintain all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to a Project so they may be clearly identified, readily accessible, and available to KMPO or FTA upon request and, to the extent feasible, kept separate from documents not Project related.
2. Funds Received or Made Available for the Project. The SRTC agrees to deposit in the City of Coeur d'Alene KMPO treasury account all advance Project payments it receives from the Federal Government and to record in a Project Account all amounts provided by the Federal Government for a Project and all other funds provided for, accruing to, or otherwise received on account of a Project (Project funds) in compliance with Federal laws and regulations in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing. FTA encourages the use of financial institutions owned at least fifty (50) percent by minority group members.
3. Documentation of Project Costs and Program Income. Except to the extent that FTA determines otherwise in writing, the SRTC agrees to support all costs charged to the Project, including any approved services or property contributed by the SRTC or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges, including adequate records to support the costs the SRTC has incurred underlying any payment FTA has agreed to participate in based on a "payable" milestone. The SRTC also agrees to maintain accurate records of all program income derived from Project implementation, except certain income FTA determines to be exempt from Federal program income requirements.
4. Checks, Orders, and Vouchers. The SRTC agrees that it will not draw checks, drafts, or orders for property or services to be charged against the Project Account until it has received and filed a properly signed voucher describing in proper detail the purpose for the expenditure.

**25. REPORTING, AUDITS, INSPECTIONS, RECORD RETENTION, AND ACCESS.** The KMPO, the States of Washington and Idaho, the USDOT, FTA, Federal Highway

Administration (FHWA), the Washington or Idaho State Auditor, and the Inspector General and any of their representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the SRTC's records with respect to all matters covered by this Agreement.

Furthermore, if any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the five-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. In accordance with OMB Circular A-133 regulations, the KMPO is required to arrange for audit of funds expended.

- A. Types of Reports.** The SRTC agrees to submit to KMPO or the FTA as applicable all reports required by Federal laws and regulations, in accordance with Federal directives, the Grant Agreement or Cooperative Agreement for a Project, the Master Agreement, and any other reports FTA may specify, except to the extent that FTA determines otherwise in writing.
- B. Report Formats.** The SRTC agrees that all reports and other documents or information intended for public availability developed in the course of a Project and required to be submitted to KMPO or the FTA must be prepared and submitted in electronic or typewritten hard copy formats, or both, as KMPO or the FTA may specify. Electronic submissions must comply with the Federal electronic accessibility provisions of Subsection 12.g(9) and Subsection 15.u of the Master Agreement. FTA also reserves the right to specify that records be submitted in other formats.
- C. Record Retention.** During the course of a Project and for five years thereafter from the date of transmission of the final expenditure report, the SRTC agrees to maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to said Project as the Federal Government may require.
- D. Access to Records of Recipients and Subrecipients.** The SRTC agrees to permit, and require its subrecipients to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the SRTC and its subrecipients pertaining to a Project, as required by 49 U.S.C. § 5325(g).
- E. Project Closeout.** The SRTC agrees that a Project's closeout does not alter the reporting and record retention requirements of this Section 25 of this Agreement.

**26. OWNERSHIP OF DATA, REPORTS, MATERIALS AND PROPERTY.** Any survey, data, reports, equipment, or presentation materials prepared or purchased with funds from this project, will become the exclusive property of the KMPO, and the KMPO

after taking exclusive possession shall be solely liable for any modification of such materials. All report originals, presentation materials, and/or equipment must be provided to the KMPO upon final payment.

## **27. INDEMNIFICATION AND INSURANCE.**

**A. Professional Liability:** To the fullest extent permitted by law for claims involving professional liability, the SRTC agrees to indemnify and hold the KMPO harmless from any claims, damages, losses and expenses, including reasonable attorney's fees, to the extent arising out of or resulting from the negligent acts or omissions of the SRTC in the performance and furnishing of its services under this Agreement. To the fullest extent permitted by law for claims involving professional liability, the KMPO agrees to indemnify and hold the SRTC harmless from any claims, damages, losses and expenses, including reasonable attorney's fees, to the extent arising out of or resulting from the negligent acts or omissions of the KMPO in the performance and furnishing of its services under this Agreement.

**B. Non-Professional Liability (General):** To the fullest extent permitted by law for claims not involving professional liability, the SRTC agrees to indemnify and hold the KMPO harmless from any claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the acts or omissions of the SRTC, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by the acts or omissions of the SRTC, its agents, or anyone for whose acts the SRTC may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. To the fullest extent permitted by law for claims not involving professional liability, the KMPO agrees to indemnify and hold the SRTC harmless from any claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the acts or omissions of the KMPO, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property including loss of use resulting therefrom, but only to the extent caused in whole or in part by the acts or omissions of the KMPO, its agents, or anyone for whose acts the KMPO may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**C. Insurance:** In addition, the SRTC will maintain and specifically agrees to maintain, throughout the term of this Agreement, liability insurance, including professional liability as required, in which the KMPO shall be named, where allowed, as an additional insured. Such insurance shall be for \$1,000,000 per claim and in the aggregate. The limits shall not be deemed a limitation of the covenants to indemnify and save and hold harmless the KMPO. The SRTC shall provide the KMPO with a Certificate of Insurance, or other proof of insurance

evidencing the SRTC's compliance with the requirements of this paragraph and file such proof of insurance with the KMPO. In the event the insurance minimums are changed, the SRTC shall promptly submit proof of compliance with the changed limits.

**28. WORKER'S COMPENSATION INSURANCE.** The SRTC shall maintain during the life of this Contract, Worker's Compensation Insurance for all of the SRTC employees performing work on this project and in case of any work that is subcontracted, the SRTC shall require the subcontractor, similarly, to provide Worker's Compensation Insurance for all the subcontractor employees unless such employees are covered by other protection provided by the SRTC. If any class of employees engaged in work under this contract is not protected under Worker's Compensation statutes, or if SRTC employees are not protected under Worker's Compensation statutes, the SRTC shall provide and shall cause itself or such subcontractor to provide compensation insurance in an amount equal to that provided by the Worker's Compensation statute for the protection of subcontractor's employees not otherwise protected.

The SRTC, whether required under Washington State laws or not, shall have and maintain Worker's Compensation Insurance and shall provide proof of said insurance to the KMPO prior to beginning work. The SRTC may alternatively provide proof to the KMPO that the SRTC is self-insured for Worker's Compensation under the laws of the State of Washington. In case of any work that is sublet, the SRTC shall require the subcontractor, regardless of whether or not the subcontractor has employees, to have and maintain Worker's Compensation Insurance unless such subcontractor is covered by the protection afforded by the SRTC.

**29. ASSIGNMENTS AND DELEGATIONS.** This Agreement is binding on the parties and their heirs, successors, assigns, and delegates. Neither party may assign or transfer its interest, or delegate any duty owed the other herein, in whole or in part, without the other party's prior written consent.

**30. STANDARD PERFORMANCE.** The SRTC shall perform its services in accordance with generally accepted planning and consulting standards exercised by members of the same profession nationwide. The SRTC makes no other warranty, expressed or implied.

**31. ACCESS, APPROVALS, PERMITS.** The KMPO shall arrange access to and make all provisions for the SRTC to enter upon public and private property as required for the SRTC to perform its services. Except as may be provided in the attached "Scope of Work", the KMPO shall furnish appropriate approvals and permits from all governmental authorities having jurisdiction over the project and such approval and consents from others as may be necessary for completion of the project.

**32. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION.** The SRTC certifies to the best of its knowledge and belief, that it and its principals:

- A.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- B.** Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- D.** Have not within a three-year-period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- E.** The SRTC agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The SRTC agrees to, and assures that its subrecipients, lessees, third party contractors, and other participant at any tier of the Project will, review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any third subagreement, lease, third party contract, or other arrangement in connection with the Project.

Signed on \_\_\_\_\_

KOOTENAI METROPOLITAN PLANNING ORGANIZATION

By: \_\_\_\_\_  
 KMPO Chair

ATTEST: \_\_\_\_\_

SPOKANE REGIONAL TRANSPORTATION COUNCIL:

Federal Tax I.D. No. 91-0883917\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
KMPO Attorney

Return To:

Spokane Regional Transportation Council  
221 W. First Avenue, Suite 310  
Spokane, WA 99201

AN INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY, CITY OF SPOKANE, WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, SPOKANE TRANSIT AUTHORITY, AND OTHER CITIES AND TOWNS WITHIN SPOKANE COUNTY, TO FORM A SPOKANE REGIONAL TRANSPORTATION COUNCIL, DEFINE ITS ORGANIZATION AND POWERS, AND ESTABLISH A REGIONAL COUNCIL JURISDICTIONAL AREA.

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ among the County of Spokane, a political subdivision of the State of Washington, hereinafter referred to as the “County,” the City of Spokane, a municipal corporation of the State of Washington, hereinafter referred to as the “City,” the Washington State Department of Transportation, an agency of the State of Washington, hereinafter referred to as “WSDOT,” the Spokane Transit Authority, a municipal corporation of the State of Washington, hereinafter referred to as “STA,” and certain other incorporated towns and cities located within Spokane County, hereinafter referred to as “Other Members,” jointly, along with the County, City, STA and WSDOT referred to as the “Members.”

W I T N E S S E T H:

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, on August 10, 2005, the President of the United States signed the Safe, Accountable, Flexible, Efficient, Transportation Efficiency Act: a Legacy for Users (SAFETEA-LU), which provided authorization for highways, highway safety, and mass

transportation and enunciated a policy statement “[t]o develop a National Intermodal Transportation System that is economically efficient, environmentally sound, provide the foundation for the nation to compete in the global economy and will move people and goods in an energy efficient manner;” and

**WHEREAS**, Federal Transportation legislation required the establishment, by agreement between the Governor of the State of Washington and units of general purpose local government, of a Metropolitan Planning Organization (MPO), which in cooperation with the State of Washington shall develop transportation plans and programs for urbanized areas of Washington State; and

**WHEREAS**, pursuant to the above referenced state and federal laws and Federal Transportation legislation, the Members are desirous of establishing a regional transportation council to carry out those responsibilities of the MPO as provided for in Federal Transportation legislation as well as other responsibilities determined by the Council.

**NOW, THEREFORE**, it is specifically agreed among the Members hereto as follows:

Section 1: **NAME/ORGANIZATION**

A regional body, comprising representatives of the County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation (WSDOT), Washington State Transportation Commission (WSTC), Spokane Transit Authority (STA), and Other Members is hereby created and shall be known as the Spokane Regional Transportation Council, referred to hereinafter as the “Council.”

The Council may hereafter determine its precise organization as a separate legal or administrative entity to include a joint venture, non-profit corporation organized pursuant to Chapter 24.03 or 24.06 RCW, whose membership is limited solely to the participating public agencies identified herein or a partnership organized pursuant to Chapter 25.04 RCW, whose partners are limited solely to participating public agencies. All funds of any such corporation or partnership shall be subject to audit in the manner provided by law for the auditing of public funds.

Section 2: **PURPOSE**

Recognizing that coordinated transportation planning of the County, Cities and Towns, WSDOT, WSTC, STA and Other Members are necessarily interwoven and interdependent and that the interests of all citizens will best be served by coordinated, cooperative, and comprehensive transportation planning, this Council is established to

facilitate such appropriate coordination and cooperation and provide for continuing area wide transportation planning program.

The Council is not authorized to in any way supersede the authority vested in the County, Cities and Towns, WSDOT, WSTC, STA or Other Members, but is intended to meet the prerequisites of Federal Transportation legislation contained in U.S. Code Title 23 and Title 49, as well as RCW 47.80.00.

**Section 3: POWERS AND FUNCTIONS**

The functions, responsibilities, and powers of Council shall be as follows:

- (a) To perform the functions of a Transportation Management Area (TMA) for the metropolitan area, which includes those functions set forth in the SAFETEA-LU of 2005, and published in the Federal Register as it presently exists, or as it may be hereinafter modified implementing SAFETEA-LU as well as those functions, which may be required hereinafter by subsequent Federal Transportation legislation.
- (b) To prepare and update a Metropolitan Transportation Plan and Regional Transportation Improvement Program.
- (c) To administer regional transportation funding programs and consider those projects which have been approved by the governing bodies of the sponsoring members and which are incorporated within the adopted Metropolitan Transportation Plan.
- (d) To participate in the development and maintenance of transportation related information necessary to support the functions and responsibilities of the Council.
- (e) To promote the regional transportation interests, plans and projects to local, state and federal public and private entities.
- (f) To contract with the WSDOT or other appropriate entities in order to meet requirements of State and/or Federal Transportation legislation.
- (g) To create committees as necessary, to advise the Council on regional transportation related matters brought before the Council. At a minimum this shall include:
  - a. a. Transportation Advisory Council (TAC) whose composition and responsibilities shall be defined by the Council.
  - b. b. A Citizens Advisory Committee (CAC) whose composition and responsibilities shall be defined by the Council.

(g) To comply with the Transportation Planning requirements set forth in the Washington State Growth Management Act, and consistent with Spokane County County-wide Planning Policies.

(h) To perform such other transportation planning and program related functions as the Council may hereinafter determine to be in the best interests of the Council and the members thereof.

The Council, or any of the Members hereto, may receive grants-in-aid from the State or Federal Government or any other department or agency and may accept gifts from public or private entities for the purposes authorized in this Agreement.

#### Section 4: JURISDICTIONAL AND METROPOLITAN AREA DEFINED

The Council's jurisdictional area shall consist of all incorporated and unincorporated areas of Spokane County, Washington, and may include contiguous areas across county or state boundaries as deemed appropriate and which meet the criteria of State and/or Federal Transportation legislation.

#### Section 5: GOVERNING BODY AND OFFICERS

The governing body (the "Board") of the Council shall be established by the following thresholds:

Jurisdictions under 50,000 people - One (1) person jointly selected by jurisdictions with populations between 5,000 people and one (1) person jointly selected by jurisdictions with populations fewer than 5,000 people. The person selected shall be an elected official from a small town/city;

Jurisdictions 50,000 to 100,000 people – one (1) person appointed by each respective governing body, who shall be an elected official

Jurisdictions over 100,000 people– two (2) persons appointed by each respective governing body, who shall be elected officials; (The population of Spokane County includes the population of its cities and towns);

One (1) Board Member of STA, who shall be appointed by the STA Board;

Two (2) State Transportation representatives, one (1) from the Washington State Department of Transportation and appointed by the Secretary of Transportation, and

one (1) from the Washington State Transportation Commission appointed by the Chair of the Commission;

One (1) person with private sector transportation provider experience who shall be appointed by a majority vote of the other Council representatives; and.

One (1) person who is Chair of the Transportation Advisory Council.

There shall be three (3) ex officio, non-voting members serving on the Board representing different modes of transportation, which shall include:

- One (1) person representing STA
- One (1) person representing Rail
- One (1) person representing Airports

Pursuant to RCW 47.80.040 all legislators whose district fall within the Council designated boundaries, are considered ex officio (non-voting) members of the Board.

All Board appointments shall be for a term of three (3) years or the tenure of office of the representative in his/her respective jurisdiction whichever is the lesser time. Alternate Board representatives may serve in the absence of the designated representative so long as the alternate representative is an elected or appointed official of the appointing Member's parent agency and whose name has been placed on record with the Council. All alternate Board representatives must serve in the same capacity as the regularly designated representative as defined hereinabove.

The Board shall elect a Chair and Vice-Chair ("Officers") by majority vote of the Board. Only representatives who are elected officials may be Officers. The term for Officers shall be up to two (2) years in each office. The Chair shall alternate among elected and voting representatives of the Board.

#### Section 6: MEETINGS

The Council shall hold regular monthly Board meetings. The Chair may call a special meeting or executive session or shall call a special meeting at the request of a majority of the Board.

The Board shall adopt rules for the conduct of its business consistent with this Agreement and such rules shall prescribe the place of meetings, the method of providing reasonable notice to Members thereof, the form of the agenda, the regular meeting date and such other matters that relate to the conduct of the Council's business. Such rules shall be adopted and may be amended by a seventy-five percent

(75%) positive vote of the Board, or by amendment to this Agreement as provided herein.

All meetings of the Board shall be open to the public as required by chapter 42.30 RCW. A quorum for the purpose of transacting business shall consist of a simple majority of the Board. All recommendations, motions, or other actions of the Board shall be adopted by a favorable vote of a majority of those present. All Council representatives including officers shall be entitled to one vote.

#### Section 7: **STAFF AND SUPPORT**

The Board shall determine the positions, duties and working conditions of employees as necessary to conduct the work programs of the Council consistent with this Agreement. An Executive Director shall be appointed by and serve at the pleasure of the Board. The Board shall approve application(s) for or acceptance of any grants to carry out those functions set forth in Section 3 hereinabove. Provided, however, in instances where a grant application must be submitted prior to the next regularly scheduled meeting of the Board so that timely Board approval cannot be obtained, the grant application may still be submitted with approval of the Chair and Vice-Chair.

Unless otherwise determined by the Board, employees shall be hired and discharged by and work under the direction of the Executive Director.

The Board may arrange for support services such as requisitioning and purchasing, payment of expenditures, accounting, payroll, computer processing, legal counsel, and others as deemed necessary.

Pay schedules shall be set by the Board consistent with responsibilities performed and the demand for such personnel in public and private industry, with due consideration to pay schedules for like positions in Member agencies.

#### Section 8: **WORK PROGRAM AND ANNUAL BUDGET**

The Board shall prepare and adopt a proposed work program and budget for each calendar year. The detailed annual work program shall list specific work projects to be undertaken by the Council. The Executive Director or designee shall confer with and inform Members concerning the preparation of and progress on the technical areas of work programs and projects.

The Board shall submit the proposed work program and budget to the Members by August 1 of the preceding year. Approval or rejection of such budget by each Member shall be submitted to the Council by November 1 of each year.

The annual budget and/or work program of the Council may be amended by vote of the Board, provided such amendment does not require additional budget appropriation, by the Members. After approval of the Council budget, no Member may terminate or withhold its share during the year for which it was allocated.

**Section 9: ALLOCATION OF COSTS, APPROPRIATIONS, EXPENDITURES**

It is anticipated that most projects and programs of the Council will involve mutual benefit to its Members. Costs of the annual budget expenditures shall be divided among the Members as determined by the Board. Any additional agency joining the Council as a Member, shall contribute as agreed with the Board. Additional contributions to the Council budget may be made to accomplish projects and programs deemed to be of particular pertinence or benefit to one or more of the Member agencies.

Each funding Member approving the proposed Council budget shall submit its payment on or before January 20 of the budget year that it has approved. The funds of such joint operation shall be deposited in the public treasury of the City of Spokane or the public treasury of any other Member as so agreed upon by the Members; and such deposit shall be subject to the same audit and fiscal controls as the public treasury where the funds are so deposited. The funds shall be used in accordance with the adopted budget and work plan.

The Executive Director may make expenditures in accordance with the approved Council budget and work plan and shall maintain records of expenditures and report monthly to the Board on budget activity.

Payment of all claims shall be signed by the Executive Director or designee, and approved monthly by the Board. Such claims, with proper affidavits required by law, shall then be certified for payment by the City of Spokane or as arranged by the Board.

**Section 10: REAL AND PERSONAL PROPERTY**

The Council may, through gift, devise, purchase, lease or other form of conveyance, acquire, hold, manage, use and dispose of real and personal property necessary for the joint undertaking set forth herein with such property acquisition upon such terms and conditions as agreed by the Council. It is recognized that any public or private entity may appropriate funds and may sell, lease, give or otherwise supply property, personnel and services to the Council or other legal or administrative entity for the purpose of operating the joint or cooperative undertaking.

**Section 11: INSURANCE**

The Council shall obtain property and liability insurance for the matters set forth in this Agreement with coverages and limits reasonably determined by the Council, provided, insurance coverage for comprehensive general liability, auto liability, employment practices liability, public officials errors and omissions liability, shall not be less than \$10,000,000 in the aggregate.

**Section 12: INTER-RELATIONSHIP BETWEEN COUNCIL, CITIES AND COUNTY PLANNING COMMISSIONS**

Cities and County Planning Commissions shall continue their respective functions as provided by charter and/or State law, including preparation of Cities' and County Comprehensive Plans, to which the Metropolitan Transportation Plan shall be coordinated, and administering the zoning, subdivision and similar implementing controls as may be assigned them by their respective legislative bodies.

The successful execution of Council duties and responsibilities in preparing a Metropolitan Transportation Plan, in coordination with local plans, requires comprehensive plans be prepared and kept up-to-date by the City, County, and Other Members for their respective jurisdictions.

**Section 13: AMENDMENTS**

This Agreement may be amended by unanimous agreement of the Members.

**Section 14: TERMINATION**

The Cities, County, STA, WSDOT, WSTC, or Other Members of the Council may terminate membership in the Council by giving written notice to the Council prior to August 1 of any year for the following year.

**Section 15: PRIOR WRITTEN AGREEMENTS**

This Agreement shall supersede the following Agreements:

Agreement creating the Spokane Regional Planning Conference, Spokane, Washington, dated December 15, 1966.

An Amended Agreement between Spokane County, Washington, and City of Spokane, Washington, to form a Spokane Regional Planning Conference, Define its

Organization and Powers, and Establish its Regional Planning District, dated August 31, 1972.

An Amended Agreement between Spokane County, Washington, and the City of Spokane, Washington, and other municipalities, to form Spokane Regional Council, Define its Organization and Powers, and Establish Regional Council Jurisdiction Area, dated August 15, 1984.

An Interlocal Agreement among Spokane County, City of Spokane, Washington State Department of Transportation, Spokane Transit Authority, and Other Cities and Towns within Spokane County, to form a Regional Transportation Council, Define its Organization and Powers, and Establish a Regional Council Jurisdictional Area dated October 12, 1993.

An Interlocal Agreement among Spokane County, City of Spokane, Washington State Department of Transportation, Spokane Transit Authority, and other Cities and Towns within Spokane County to form a Spokane Regional Transportation Council, Define its Organization and Powers, and Establish a Regional Council Jurisdictional Area dated April 28, 2003.

Section 16: **EFFECTIVE DATE**

The effective date of this Agreement shall be upon ratification of this Agreement by all of the members.

Section 17: **METROPOLITAN PLANNING ORGANIZATION (MPO) DESIGNATION**

The execution of this Agreement by the signatures affixed hereto is not intended to act as a revocation of the MPO designation under the Federal Highways Act, which existed prior to the effective date hereinabove.

Section 18: **SUCCESSOR IN INTEREST**

The Council, as provided for herein, shall be the successor in interest to all grants, contracts, and other documents entered into by the Council's predecessor, the Spokane Regional Council.

IN WITNESS WHEREOF, the Members hereto have entered into this Agreement on the day and year set forth herein above.

ADOPTED by the Board of County  
Commissioners of Spokane County,  
Washington this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Todd Mielke, Chair

ATTEST:  
DANIELA ERICKSON  
CLERK OF THE BOARD

\_\_\_\_\_  
Mark Richard, Vice-Chair

By: \_\_\_\_\_  
Ginna Vasquez, Deputy

\_\_\_\_\_  
Bonnie Mager, Commissioner

ATTEST:

CITY OF SPOKANE

By \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

WASHINGTON STATE DEPARTMENT  
OF TRANSPORTATION

\_\_\_\_\_  
Secretary of Transportation

SPOKANE TRANSIT AUTHORITY

\_\_\_\_\_  
Chairman

CITY OF AIRWAY HTS., WASHINGTON

\_\_\_\_\_  
Mayor

CITY OF CHENEY, WASHINGTON

\_\_\_\_\_  
Mayor

CITY OF DEER PARK, WASHINGTON

\_\_\_\_\_  
Mayor

CITY OF FAIRFIELD, WASHINGTON

\_\_\_\_\_  
Mayor

CITY OF LATAH, WASHINGTON

\_\_\_\_\_  
Mayor

CITY OF LIBERTY LK., WASHINGTON

\_\_\_\_\_  
Mayor

CITY OF MEDICAL LAKE, WASHINGTON

\_\_\_\_\_  
Mayor

CITY OF MILLWOOD, WASHINGTON

\_\_\_\_\_  
Mayor

CITY OF ROCKFORD, WASHINGTON

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Mayor

CITY OF WAVERLY, WASHINGTON

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Mayor

CITY OF SPANGLE, WASHINGTON

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Mayor

CITY OF SPOKANE VALLEY,  
WASHINGTON

---

Mayor

# **DRAFT**

## **NOTICE TO CONSULTANTS REQUEST FOR PROPOSAL FOR**

Community Visioning & Implementation Strategy for a Unified Regional Transportation System  
October 1, 2009

### **SECTION I – INTRODUCTION**

#### **I-1 Purpose**

The Spokane Regional Transportation Council in partnership with local jurisdictions and various community partners is seeking proposals from consulting firms for the development of a Unified Regional Transportation Vision that describes the desired attributes of a fully integrated, multimodal transportation system that should be developed collaboratively by the region over the next 30 to 50 years. The Unified Regional Transportation Vision will identify what the community views as critical transportation infrastructure and program investments necessary to drive sustainable economic growth and improve mobility in a manner that protects and enhances the region's livability, environment, and the region's competitiveness in a global economy.

The Spokane Regional Transportation Council (SRTC) and its community partners have established a Visioning Team to guide the development of this vision and interact with the selected firm(s) to ensure the process is conducted in a manner that offers maximum opportunity for involvement from a wide range of interests in the Spokane Metropolitan area, which is defined as all of Spokane County.

The work for the visioning process is expected to be completed between January 2010 and September 2010, with a final report to be delivered prior to the end of October 2010.

The Spokane Regional Transportation Council is requesting proposals from qualified firms to perform this work, within the time frame mentioned above. Funding for this study is being provided by the Spokane Regional Transportation Council and its community partners. Funding and subsequent payments will be based on the final scope of work negotiated with the selected firm(s) and accepted completion of each task, sub-task, work product and project deliverables as described in this RFP.

#### **I-2 Background**

Transportation access and mobility is and will continue to be a critical part of the overall community fabric. It will play an important role in the future economic growth and vitality of the region regardless of whether or not it's for personal or freight mobility. Over the past decade, several transportation plans involving automobiles, trucks, public transportation, rail and aviation have been developed to address the unique needs of each mode. In some circumstances these plans have acknowledged the importance of how another mode of transportation may play a role in their success or failure; however, it has become evident from community stakeholder meetings that no clear over-arching vision exists for how the various modes of transportation fit together, nor for the order and priority in which they can or should be developed to ensure we have a vibrant and economically sustainable region. The transportation assets of the region must work as a seamless system to reach our collective objectives. As part of developing this RFP, the Vision Process Team has identified

some core attributes they believe need to be considered as part of developing any visioning proposal.

#### **Transportation Visioning Process Demonstrates Attributes That:**

- Starts with basics by considering and evaluating area comprehensive plans and each respective community's goals and objectives; existing transportation plans by mode and then show how they fit together or may have gaps that prevent their most effective and efficient usage.
- Provide a perspective about our region and what we are or are not accomplishing. (Identifying strengths and gaps/weaknesses in transportation integration)
- Includes interactive scenarios/role playing that can show how a user defined vision might ultimately look and potentially cost, etc. (visually demonstrates the cause and effect relationship between planning decisions)
- Utilizes user friendly visual techniques, in which individuals can engage and track the shaping of the vision online or in group settings
- Uses common language and examples to get a clear message across to the average person
- Considers the long term relationships between quality of life, economic development, land use design within the context of growth management, and providing effective mobility for people and goods
- Ensures all aspects of transportation are being considered in a fair and equitable manner and how they can fit together as a seamless system
- Incorporate sustainability, both financially and environmentally
- Model transparency and inclusivity for all stakeholders

#### **Identified Desired Outcomes:**

- Incorporates all the relevant plans and concepts in order to focus on how the plans can better interrelate and complement each other
- Creates a baseline condition for each transportation agency or jurisdiction in order to educate the public on what we do to meet our communities' economic, land use, environment and transportation needs in a sustainable manner
- Recognition of the long term health impacts associated with any vision when assessing the regional transportation choices
- A broad-based vision where community groups can see how they each can contribute, and alternatively, how they might negatively impact the vision.
- A vision where people feel that something tangible, worthwhile and measurable came from the process, where there are clearly defined strategies for moving forward with planning and implementation
- Creation of a series of maps with overlays that show the vision for each mode - such as transit, bike, walking, cars, freight etc. and how they fit together within the overall vision.
- A website based toolkit that can be used after the visioning process is completed to get and keep people engaged in ongoing regional discussions, track progress in the visions implementation and allow for "what if" scenarios to be created and evaluated.

#### **Visioning Audience:**

- Engage stake-holder groups early enough in the process to have a meaningful and constructive involvement in the process and provide the catalyst for greater participation
- Ensure efforts are made to be as inclusive as possible with the general public in order to gain participation, ownership, and support by the region.

## **SECTION II – SCOPE OF WORK**

## **II-1 Work Tasks**

A brief description of the tasks to be completed is provided below. The tasks described here are not meant to be exact description of consultant's work product. Responding firms are expected to provide their best efforts to propose a program that meets the study's goals and addresses the features outlined in the Background information. Tasks are to be completed in 90 day increments, with a final compilation report at the end of October, 2010. Each of the following tasks is designed to answer the critical needs of the region regarding the need for a regional transportation vision. While the effort is concentrated in Spokane County, there is an understanding the Spokane Metropolitan area has an impact on North Idaho and Eastern Washington.

### **Task 1: Stakeholder Interviews to Assess and recommend the appropriate visioning process**

Implementation of an appropriate Visioning process will be extremely critical to the success of the proposed effort. Hence, information from local jurisdictions, agencies and stakeholder groups on their expectations about what they would like to see achieved in the process should be identified at the onset. Deliverables will include a review of visioning models concentrated on the integration of transportation infrastructure with land use, the environment, and economic sustainability. An analysis and recommendation of a collaborative visioning model strategy will be prepared based upon the unique attributes and challenges facing the Spokane Metropolitan area. That strategy will be reviewed and approved prior to executing Task 3 of the Scope of Work.

### **Task 2: Inventory of Existing and Long Range Transportation, Economic, and Technology Infrastructure Plans**

Deliverables will include consistently formatted information from already developed forecasts, mapping of existing physical and economic infrastructure assets, (i.e. air, rail, barge, roads, and economic structures) as well as adopted long range plans for each of the modes of transportation located within the metropolitan area. The impact of emerging transportation technologies, telecommunications infrastructure and how that could impact the future of transportation in our region should be highlighted.

### **Task 3: Development and Execution of a Visioning process**

Based on work conducted in the prior tasks, this task will involve the actual development and execution of the visioning process. It will provide a detailed approach for conducting the process, the approach being used to obtain public and stakeholder involvement, the strategies for delivering complex information in a people friendly format, as well as the methodology for assimilating a common regional transportation vision for community consensus. The documentation supporting the visioning implementation will be approved prior to execution of the public visioning process.

Execution of the visioning process will be conducted in accordance with the approved implementation plan and public engagement aspect from which to develop a unified vision must be completed prior to July 31, 2010.

#### **Task 4: Creation of a Unified Transportation Vision and Implementation Strategy**

Based on Tasks 2 and 3 this task will develop and articulate a proposed unified vision for transportation in the metropolitan area. That vision and its supporting information will be publicly vetted through the processes approved in Task 3 and made available for presentation to community groups, local jurisdictions, agencies and on the internet. In addition, this task will develop a draft implementation strategy that considers the strengths, weaknesses and gaps that exist in our existing transportation system compared to the unified vision recommending how to move forward in the short term, mid term, and long term. Special attention will be paid to assessing the feasibility of achieving the unified vision, given the cost and availability of resources, as well as existing obstacles and opportunities that exist that should be addressed by the region.

#### **Task 5: Write Draft Report/Presentation**

This work task will involve collecting all information related to tasks one, two, three and four above and compiling all information into a regional vision/presentation. This will include development of appropriated maps, graphs and charts depicting the work efforts and conclusions derived from the process

#### **Task 6: Final Report**

After all edits/comments are considered, a final report will be produced by October, 2010.

### **SECTION III – PROJECT SCHEDULE**

The following tentative schedule for the work has been established:

- Proposal due: November 30, 2009
- Consultant selection: December 18, 2009
  
- Task Scheduling:
  - Task 1 Completed: January 2010
  - Task 2 Completed: February 2010
  - Task 3 Completed: July 2010
  - Task 4 Completed: September 2010
  - Task 5 Completed: October 2010
  - Task 6 Completed: October 2010
  
- Finalization of work product and contract close out: November 2010

### **SECTION IV – PROPOSAL CONTENTS**

Proposals shall include but not be limited to the following information: Firm(s) name, address, phone numbers; and, name of Principal-in-Charge, name of Project Manager with key personnel identified, including their availability (time commitment as a % of total work load) to complete assigned work tasks, and Organizational Structure assembled to accomplish the project goals detailed in this "Notice to Consultants". Proposals must also successfully demonstrate the firm(s) ability to conduct community wide vision facilitation, as well as have expertise in the fields of streets, highways, rail, freight, non-motorized, public transportation and aviation. Submittals will be evaluated and ranked based on the following criteria (not necessarily listed by order of weight): Key personnel and project team member's expertise in facilitation as well as multi-modal transportation systems; Firm(s)

experience with like projects; Approach to the project; and demonstrated ability to meet project schedule and budget.

SRTC reserves the right to enhance and/or modify these criteria at any time during the selection process. Interviews may be conducted by the SRTC to supplement the submitted proposals as a basis for final selection.

Proposals shall be limited to fifteen (15) pages exclusive of personnel resumes. Please submit ten (10) copies of your proposal to:

Spokane Regional Transportation Council  
221 West First Avenue, Suite 310  
Spokane, WA 99201

Attn: Mr. Glenn F. Miles

Clearly label all responses as Regional Transportation Vision on the outside of the envelope. All proposals must be received at the above address prior to 5 p.m. November 30, 2009. No proposals will be accepted after that date and time.

A consultant will be selected for negotiation by December 18, 2009.

Any questions regarding this work should be directed to Mr. Glenn Miles at (509) 343-6370.

SRTC encourages disadvantaged, minority, and women-owned consulting firms to respond.

SRTC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

SRTC ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from its federally assisted programs and activities. For questions regarding SRTC's Title VI Program, you may contact the SRTC's Title VI Coordinator at (509) 343-6370.

The best-qualified firm or team, all factors considered, will be selected for further refinement of the detailed scope of work. The SRTC will negotiate an agreement based upon fair and reasonable compensation for the services proposed and agreed upon.

SRTC reserves the right to reject any or all responses to this RFP. No fees or expenses will be paid or provided for costs associated with the preparation of any response. Information and/or material received in response to this RFP will not be returned.