



# Board of Directors Meeting

Thursday, May 13, 2021 • 1:00 PM – 3:00 PM

**Virtual Meeting via Teleconference**

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## PUBLIC NOTICE:

Due to COVID-19 and in accordance with the Governor Inslee's proclamations the SRTC office is closed to the public and all public meetings will be held virtually until further notice.

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# Board of Directors Meeting

Thursday, May 13, 2021 | 1:00 PM – 3:00 PM

## AGENDA

Time	Item	Page #
1:00	1 Call to Order / Record of Attendance / Excused Absences	
1:02	2 Public Comments	
1:07	3 Interim Executive Director's Report	
	<b><u>FOR ACTION</u></b>	
1:12	4 Consent Agenda	
	a) April 2021 Meeting Minutes	Page 3
	b) April 2021 Vouchers	Page 8
	c) 2021-2024 Transportation Improvement Program May Amendment	Page 9
	<b><u>FOR INFORMATION AND DISCUSSION</u></b>	
1:13	5 State Legislative Update ( <i>Kevin Wallace</i> )	Page 12
1:28	6 Unified List of Regional Transportation Priorities ( <i>Eve McMenamy</i> )	Page 14
1:45	7 Transportation Improvement Program Delivery Update ( <i>Eve McMenamy</i> )	Page 18
2:00	8 Interlocal Agreement Update ( <i>Stanley Schwartz</i> )	Page 20
2:20	9 Electrification Grant Contract Review ( <i>Kylee Jones and Stanley Schwartz</i> )	Page 40
2:35	10 2022-2023 Unified Planning Work Program ( <i>Michael Redlinger</i> )	Page 43
2:45	11 Board Member Comments	
3:00	12 Adjournment	

### Attachments

- 2021 Draft Board Agendas Page 100
- Transportation Technical Committee & Transportation Advisory Committee Meeting Summaries Page 101
- ETS Grant Contract Page 103

**MEETING MINUTES**

Spokane Regional Transportation Council  
Board of Directors Meeting – Thursday April 8, 2021  
Zoom Video Conference Meeting

**# 1 - Call to Order/Record of Attendance/Excused Absences:** Chair Ben Wick brought the meeting to order at 1:00 pm.

***Board Members Present:***

Mayor Ben Wick	City of Spokane Valley (Chair)
Mayor James Weathers	City of Airway Heights
Mayor Cris Kaminskis	City of Liberty Lake
Council Member Lori Kinnear	City of Spokane
Council Member Candace Mumm	City of Spokane
Larry Stone	Major Employer Representative
Matt Ewers	Rail/Freight Representative
Council Member Micki Harnois	Small Cities/Towns Representative
Commissioner Al French	Spokane County
Commissioner Mary Kuney	Spokane County
E. Susan Meyer	Spokane Transit Authority
Todd Coleman	TAC Chair
Mike Gribner	WSDOT-Eastern Region

***Guests Present***

Joe Tortorelli, Spokane Good Roads Assn.  
Char Kay, WSDOT-Eastern Region  
John Hohman, City of Spokane Valley  
Paul Kropp  
Kristine Williams, Spokane Transit Authority  
Chad Coles, Spokane County  
Brad Brey  
Katy Allen, City of Spokane Valley

***Alternate Board Members Present:***

Mary Jensen	TTC Vice-Chair
Mayor Chris Grover	City of Cheney

***SRTC Staff Present:***

Kevin Wallace	Interim Executive Director
Eve McMenamy	Principal Transportation Planner
Ryan Stewart	Principal Transportation Planner
Jason Lien	Principal Transportation Planner
David Fletcher	Assoc. Transportation Planner III
Michael Redlinger	Assoc. Transportation Planner II
Greg Griffin	Administrative Services Manager
Julie Meyers-Lehman	Administrative-Exec. Coordinator
Stanley Schwartz	SRTC Legal Counsel

Chair Wick announced that Kelly Fukai requested an excused absence for today's meeting.

***Ms. Mumm made a motion to approve the excused absence; Mr. Gribner seconded. Motion carried unanimously.***

**# 2 Public Comments:** There were no public comments.

**# 3 Interim Executive Director's Report:** Mr. Wallace spoke about:

- At the next SRTC Interlocal Signatory Members meeting the group will review final changes to Interlocal Agreement (ILA) and will be asked to take action to approve the document and approve distribution to member agencies/jurisdictions ratification. The Board will receive an overview of the new ILA next month. A letter will go out in mid-April asking for review and approval of new ILA. The two basic requirements to meet ratification requirements are (1) approval by Spokane County and

(2) approval by 8 of the 13 municipalities, representing 75% of the total city population. Once the ILA is ratified, SRTC will contact the Kalispel and Spokane Tribes in writing offering membership on the Board.

- He provided a brief overview of the federal reauthorization of a new surface transportation bill and the administration's infrastructure jobs plan recommendations. The transportation portion of proposed legislation includes \$115B for repair of roads/bridges, \$85B for transit programs, \$80B for passenger and freight rail, \$174B for vehicle electrification, \$25B for airports, \$20B for transportation equity, and \$17B for inland waterways.
- The state transportation package is still being discussed by legislators; the legislative session is scheduled to end April 25. The Senate is considering consolidating different proposals into one package.
- Two US195/I-90 Study proposed strategies have been released for public review and comment as approved by the Board last month and an online open house is live.

## **ACTION ITEMS**

### **# 4 Consent Agenda**

- (a) March 2021 Meeting Minutes
- (b) March 2021 Vouchers
- (c) 2021-2024 Transportation Improvement Program (TIP) April Amendment
- (d) SFY 2020-2021 Unified Planning Work Program Amendment

***Ms. Kinnear made a motion to approve the Consent Agenda as presented; Ms. Meyer seconded. All votes were in favor.***

### **# 5 Unified List of Regional Transportation Priorities**

Mr. Wallace said this item is for information, discussion, and possible action. There is no specific proposed action; it would be at the discretion of the Board. This topic has been discussed by the Board several times recently and while creation of a list of priorities involves a lot of work, it is being done because the region wants to be competitive for state and federal funds as they become available; coordinating the effort gives the region that opportunity.

He explained that the Board indicated they are willing to spearhead the development of such a list and the Chamber Coalition have expressed their support of that idea. He emphasized that SRTC cannot lobby legislators or create a legislative agenda; that falls to the member agencies and the private sector. SRTC would be a technical resource at that point in the process.

Mr. Wallace presented a tentative schedule from now to October to approve a project list in preparation for the 2022 legislative session. He spoke about the priority list created in 2011 and recommended that this be an annual process for the Board to complete. He asked the group if the timeline seemed reasonable.

Mr. Ewers commented that he appreciated the recognition of October as the deadline of getting information to the Chamber Coalition so they have time to create a legislative agenda. He said the list can't consist of a huge number of projects; it has to be narrowed down. Chair Wick agreed with having information ready in the early fall is beneficial so that discussions with legislators can be held before they go session.

Mr. Wallace posed the following questions to the group;

***Question 1 - What input would the Board like to receive from the Transportation Technical Committee (TTC) and Transportation Advisory Committee (TAC) on this process?***

He proposed taking this item to these two committees for input; the TTC for guidance regarding project selection methodology and getting a community perspective from the TAC.

Ms. Mumm commented that selection methodology is very important. She suggested having the committees reach out to federal partners for clarification about selection criteria in light of the shift in priorities with the new administration. She said there will be a larger emphasis on transit and climate change; it is key to understand that projects would be judged differently than in the past.

Ms. Meyer agreed with Ms. Mumm about the shift in focus and the importance of adapting to it. She said it may be the role of the Board to reach out to federal partners to understand context in which agencies will be expected to plan. She said development of a framework for evaluation of priorities seems better handled by the Board and could then be reviewed by the two committees.

*Question 2 - What projects should be considered in developing the new list?*

Mr. Wallace stated that his thought was not for the Board to prioritize all of the regional projects; the screening process identify a certain number of projects as being the regional priorities. He said the group should focus on the ultimate objective of being more competitive for state and federal transportation dollars. The 2011 list contained 17 projects, including a category for preservation/maintenance. He said between 15 – 20 projects on the list is a good target. He emphasized that a large number of projects would end up being more of a wish list, rather than an agenda based on regional priorities.

He explained that the near-term projects in Horizon 2040, the metropolitan transportation plan (MTP) have already been through the discussions to identify regional projects, completed air quality conformity determinations, travel demand modeling and public comment periods. He is hoping that in the future the MTP can provide more guidance of priority identification. Some member agency projects have been submitted for federal consideration to Senator Murray's and Rep. McMorris Rogers' office recently, and those should probably be included on the initial list for consideration as well.

Mr. Gribner said the ways in which the funding is delivered will be an important factor; it will come from different places and with criteria attached to it. There will be different mechanisms to compete for funding and the Board should consider a strategy about how to compete successfully. For example, it is unknown if the federal package will come by federal formula to be distributed against a set of criteria or as earmarks. He explained that the criteria will drive the Board conversations.

Mr. Gribner said the goal is ultimately to bring money here to solve problems, so the lens through which the Board should be looking at this is not as a ranked order, but a sense of community priority around each individual criteria or funding source. He said input from private sector and the public will be key.

Mr. French agreed that aligning projects with funding criteria is the essential and conversations must be sensitive to the funder and their goals.

Ms. Kinnear asked if we should be taking into consideration the proximity of Kootenai County, travel back and forth between Spokane County, and the impacts to our system. She asked if looking at a broader regional approach incorporating both metropolitan areas may have an impact with legislators.

Mr. Gribner said Ms. Kinnear's point is worth more discussion; a holistic transportation conversation about where funding is being spent and how it creates measurable impacts on the region is likely to help bring more money to the area. He said there are measurable traffic impacts from north Idaho and WSDOT will be launching a study about this in the next few months.

Chair Wick discussed the importance of project readiness.

*Question 3 - What guidance would be Board provide in terms of developing a project screening methodology?*

Mr. Wallace said staff has discussed several ideas including project readiness, consistency with the long-range plan, regional support, and review of different program categories. He said at the next Board meeting staff will present the initial criteria for the Board to consider. He then asked the group for other input for project screening.

Ms. Mumm said that equity another key factor for screening and it will be important to identifying opportunities for disenfranchised areas or those that have historically lacked investments. She stated that it would be beneficial to have demographic or economic data sets to make decisions.

Mr. Gribner said the equity question may be the biggest discussion item and it raises interesting questions. There will be a lot of discussion about a funder's definition of equity. He said the City of Spokane has done a good job about getting in front of this topic and would be interested in hearing their perspective. He said there will need to be significant conversations regarding equity before we start putting projects in slots.

Ms. Kinnear reported that the City has hired an Equity Manager and he would be able to share information.

*Question 4 - What guidance would be Board provide in terms of community outreach for this effort?*

The group suggested a Virtual Town Hall with the ability for attendees to provide comment in the chat as a method of capturing feedback, reaching out to all business associations within the city and county, neighborhood councils, surveys, social media, and interaction with the Joint Chambers of Commerce Transportation Coalition.

## **INFORMATION & DISCUSSION ITEMS**

### **# 6 DivisionConnects Update**

Mr. Lien reported that the study consists of two phases and phase one is nearly complete with the identification of the preferred alternative for Bus Rapid Transit (BRT) and active transportation, safety, and other improvements along the Division corridor. Phase two will consist of land use evaluation and refinement of the multimodal facility design. He noted four alternatives had been released for public review in January, and he spoke about the public engagement process so far in 2021.

He announced that based on feedback from the DivisionConnects Steering Committee, technical team analysis, and public input, the alternative titled "Side Running C" has emerged as the preferred choice. This alternative has street parking on Division, a two-way active transportation facility along Ruby St, and business access and transit (BAT) lanes through the couplet and mainline of Division.

Mr. Lien described the components of the recommended alternative, including alignment through four different sections of the Division corridor, preliminary locations of transit stations and lane configurations. The STA Board will be asked to take action on April 15 in support of the preferred alternative, and the project team will also seek City of Spokane and Spokane County concurrence. The plan will be presented to the SRTC Board in June.

### **# 7 SFY 2022-2023 Unified Planning Work Program (UPWP) Overview**

Mr. Redlinger spoke federal requirements for developing a UPWP and what it must contain. He outlined the 8 task categories for 2022-2023 and noted that STA and WSDOT plans are also included in the document by appendix. He presented a schedule of milestones in the development of the program, which includes a virtual coordination meeting on April 27 with WSDOT-Eastern Region, WSDOT TRIP, FHWA, FTA, STA and SRTC staff. The Board will be asked to approve the 2022-2023 UPWP in June.

He said the new federal administration has an emphasis on planning through lens of climate change and environmental justice; SRTC is starting to scope work products in this light.

### **# 8 2021 Q1 Budget Update**

Mr. Griffin provided a report on first quarter expenses and revenues. He noted a correction to the CY 2020 budget; there was \$150 less in expenditures than previously reported. Ms. Meyer expressed her appreciation for Mr. Griffin's work handling agency finances.

**# 9 Board Member Comments** – There were no comments.

**# 10 Adjournment** - There being no further business, the meeting adjourned at 2:10 pm.

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Julie Meyers-Lehman, Clerk of the Board

**VOUCHERS PAID FOR THE MONTH OF APRIL 2021**

<u>Date</u>	<u>Voucher</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
4/1/21	V121540	Pacific Office Automation	Copier lease February 2021	142.91
	V121541	Pacific Office Automation	Copier Usage February 2021	6.92
	V121542	Washington Trust Bank	Postage; Software subscriptions; Staff trng reg's; Admin phone monthly charge	2,714.45
	V121543	Diamond Plaza LLC	Paulsen Center Suite 500/504 Lease for April 2021	7,154.99
4/7/21	V121544	WA State Dept of Retirement	Employee and Employer Contributions: Mar 2021	15,742.69
	V121545	Intrinium	Managed IT Services - Mnthly Apr; O365 MFA upgrade	2,215.00
	V121546	WA State Dept of Retirement	OASI 2020 Tax Year	25.00
	V121547	Verizon Wireless	IT Svcs: Wireless Svcs E.D. Phone & Public Outreach Tablets, 4/24-5/23/21	101.50
	V121548	Rehn & Associates	Staff Payroll Deduction Health Ins Contributions: Pay Period 2021-07	450.00
	V121549	Visionary Communications, Inc.	Fiber Services, Apr 2021	953.31
	V121550	Rehn & Associates	Q-2 2021 Agency H.S.A. contributions	2,000.00
	V121551	Spokesman Review	Advertising TIP Amendment public notice	80.50
	V121552	Intrinium	O365 MFA upgrade - Engineering & software	2,083.75
	V121553	Fehr & Peers	US-195/I-90 Study for 1/30/21 - 2/26/21 Phases 1, 2 & 4	11,977.89
	V121554	Associated Industries	Membership dues Q-2 2021	377.00
4/23/21	V121555	Rehn & Associates	Admin fee Mar '21	75.00
	V121556	Allstream	Telephone: Lines to 5/7/21 and Long Distance for Mar 2021	523.03
	V121557	AWC Employee Benefit Trust	May '21 Benefit Insurance Premiums	10,634.74
	V121558	Rehn & Associates	Staff Payroll Deduction Health Ins Contributions: Pay Period 2021-08	450.00
	V121559	Parametrix	Division St Corridor Study 1/31/21 - 2/27/21	44,134.48
	V121560	Witherspoon Kelley Attnys	Legal Services for March 2021 - Admin/ILA	4,371.00
	V121561	Rehn & Associates	Annual Renewal fee	250.00
	V121562	National Color Graphics	Printing updated regional bike map	6,490.02
		Reimbursement(s)		-
		Salaries/Benefits Pay Periods Ending: 4/3/21 and 4/17/21		71,494.85
4/30/21		Spokane County Treasury Monthly SCIP fee - April 2021		23.70
<b>TOTAL APRIL 2021</b>				<b>184,472.73</b>

**Recap for April 2021:**

Vouchers: V121540 - V121562	112,954.18
Salaries/Benefits Pay Periods Ending: 4/3/21 and 4/17/21	71,494.85
Spokane County Treasury Monthly SCIP fee - April 2021	23.70
	<b>184,472.73</b>

As of 5/13/21, the Spokane Regional Transportation Council Board of Directors approves the payment of the April 2021 vouchers included in the list in the amount of: **\$184,472.73**

Chair



To: Board of Directors 05/06/2021  
From: Kylee Jones, Associate Transportation Planner II  
Topic: **2021-2024 Transportation Improvement Program (TIP) May Amendment**

**Requested Action:**

Approval of the May amendment to the 2021-2024 TIP, as shown in the **Attachment**.

**Key Points:**

Two agencies have requested an amendment to the [2021-2024 TIP](#). See **Attachment** for more details.

- Spokane Valley - Pines and Mission Intersection Improvements
- WSDOT - I-90/Bridge Deck Preventative Preservation - Patching

**TIP Overview**

The TIP is a programming document that identifies specific projects and programs to be implemented during the upcoming four years. Any project with federal funds from the Federal Highway Administration (FHWA) or Federal Transit Administration (FTA), as well as any regionally significant projects, must be included in the TIP. After a TIP has been incorporated into the Washington State TIP (STIP), project changes can be requested by local agencies. Minor changes can be made administratively by SRTC staff. Significant changes must be made through the amendment process, which requires a 10-day public comment period and action by the SRTC Board of Directors.

**Board/Committee Discussions:**

This item was presented to the TTC on 04/28/21; all votes were in favor of recommending Board approval.

**Public Involvement:**

Pursuant to SRTC's Public Participation Plan, this amendment will be published for a public review and comment period from 04/21/2021 through 04/30/2021 at 4:00 p.m. Notice of the amendment will be published in the Spokesman Review, posted to the SRTC website ([www.srtc.org](http://www.srtc.org)), and social media platforms on 04/21/2021. No public comments were received.

**Supporting Information/Implications:**

The TIP serves as an important tool in implementing the goals, policies, and strategies identified in Horizon 2040, SRTC's long-range plan. As such, any projects included in the TIP, including projects added through monthly amendments, must be consistent with Horizon 2040. Consistency with Horizon 2040 includes a demonstration of financial constraint and conformity with regional air quality plans. The April amendment has been reviewed by SRTC staff for compliance with federal and state requirements and consistency with Horizon 2040.

TIP amendments must be approved by the SRTC Board to be incorporated into the Washington State TIP (STIP). Projects receiving federal funds must be in both the TIP and the STIP to access those funds.

Pending approval by the SRTC Board, the May amendment will be incorporated into the STIP on or around 06/15/2021.

**More Information:**

- See Attachment: 2021-2024 TIP May Amendment
- For detailed information contact: Kylee Jones at [kjones@src.org](mailto:kjones@src.org) or 509.343.6370.

**2021-2024 Transportation Improvement Program**

May Amendment (21-05)

Agency	Project Title Amendment Description	Funding Adjustment		Amendment	
				New Project	Existing Project
Spokane Valley	<b>Pines and Mission Intersection Improvements</b> Add CMAQ funding and a phase 2 to the project which includes a southbound right turn lane at Pines and Mission.	Federal (CMAQ)	\$1,748,845		✓
		Local	\$272,955		
		Total	\$2,021,800		
WSDOT	<b>I-90/Bridge Deck Preventative Preservation - Patching</b> The scope of the project has been changed to deck patching only and number of bridges included has increased.	Federal (BR)	\$746,956	✓	
		Local	\$39,628		
		Total	\$786,584		

CMAQ = Congestion Mitigation and Air Quality Improvement Program

BR= Bridge funding

To: Board of Directors  
From: Kevin Wallace, Interim Executive Director  
Topic: **State Legislative Update**

05/06/2021

**Requested Action:**

For information and discussion.

**Key Points:**

- The Washington State Legislature convened for its 2021 session on January 11 and adjourned on April 25.
- Several transportation funding proposals were introduced during the session in both the House and Senate. By late April, the House's [Miles Ahead Washington](#) proposal and the Senate's [Forward Washington](#) proposal were still active. Both proposals included funding for specific projects, various grant programs, and increased preservation and maintenance. While both proposals included projects from the Spokane County Region, our proposed share of both programs was considerably less than the 2015 [Connecting Washington](#) program.
- The legislature concluded the 2021 session without approving a new transportation revenue package. While the legislature closed the session sine die, there is speculation about whether the Governor will convene a special session later this year to finalize a new revenue package. SRTC, in cooperation with the Chamber Coalition and our member agencies, will continue to develop the Unified List of Regional Transportation Priorities (Item 6 on today's agenda) to help ensure that our funding priorities are considered in a new revenue package.
- The legislature approved the [2021-2023 Transportation Operating Budget](#) during the session. The new operating budget includes targeted funds for specific projects, various grant programs, and state preservation and maintenance programs. The operating budget maintains funding for the region's Connecting Washington projects, including the North Spokane Corridor. However, without action on a new revenue package, preservation and maintenance continues to be significantly underfunded.

**Board/Committee Discussions:**

Since January, SRTC staff has provided updates to the Board on the 2021 legislative session during the Interim Executive Director reports.

**Public Involvement:**

All Board meetings are open to the public.

**Supporting Information/Implications**

Several bills were passed by the Legislature during the session that may impact SRTC's work activities in the future. Staff is currently reviewing the bills noted below to determine the associated impacts for SRTC and our member agencies.

- [House Bill 1137](#) was passed by the legislature and signed by Governor Inslee on May 3 and will become effective on July 25. This legislation elevates preservation and maintenance to be the state's top policy goal for the planning, operation, performance of, and investment in, the state's transportation system. From our region, Representatives McCaslin (4<sup>th</sup> District), Graham (6<sup>th</sup> District), and Schmick (9<sup>th</sup> District) were co-sponsors of House Bill 1137, while Senator Padden (4<sup>th</sup> District) was a co-sponsor of the companion Senate Bill 5465.
- [House Bill 1514](#) was passed by the legislature and signed by Governor Inslee on April 26. This legislation amends several provisions of existing Transportation Demand Management (TDM) laws. The legislation updates provisions for rideshare vehicles and requires a review of the Commute Trip Reduction act and a legislative report be finalized by October 2021.
- [Senate Bill 5141](#), known as the Healthy Environment for All (HEAL) Act, was passed by the legislature and forwarded to the Governor for signature on April 26. A proviso in the 2019-2021 biennial operating budget directed the Governor's Interagency Council on Health Disparities to convene and staff an Environmental Justice Task Force. This legislation is intended to reduce environmental and health disparities and improve the health of all state residents by implementing the recommendations of the task force. The Washington State Department of Transportation is one of six state agencies that is required to comply with specific environmental justice requirements with respect to agency activities.
- Two bills were passed by Legislature that will implement new controls for regulating emissions and may also provide new funding for transportation projects. [House Bill 1091](#) establishes new low carbon fuel standards. [Senate Bill 5126](#) establishes emissions reduction targets and a cap and invest strategy. Both bills were delivered to the Governor for signature on April 26 and will require additional regulatory development that will be led by the Department of Ecology.

**More Information:**

- For additional information contact: Kevin Wallace at [kwallace@srtc.org](mailto:kwallace@srtc.org) or at 509.343.6370.

To: Board of Directors  
From: Eve McMenamy, Principal Transportation Planner  
Topic: **Unified List of Regional Transportation Priorities**

05/06/2021

**Requested Action:**

For information and discussion.

**Key Points:**

- The Board directed SRTC to lead a collaborative process to assemble transportation priorities from agencies across Spokane County into coherent, strategic list of regional transportation priorities so that the region is more competitive for funding opportunities.
- The Board indicated the Unified List would require Board endorsement by October 14 to allow the Regional Transportation Coalition and SRTC's members sufficient time to utilize the list to develop a 2022 transportation legislative agenda.
- In response to Board direction, Staff has developed a work plan to deliver the Unified List of Regional Transportation Priorities by October 14, see **Attachment One**.
- In response to Board direction, Staff has drafted a set of screening criteria for the Board. The screening criteria are intended to highlight key information to help identify which priorities are suitable for a competitive list.
- The screening criteria are closely aligned with SRTC's regional priorities identified in:
  - Agency [Guiding Principles](#) and policies that have been vetted and approved through SRTC's Horizon 2040 planning process; and
  - Agency [Performance Measures and Targets](#) which have been approved by the SRTC Board through the Transportation Improvement Program process.

They were also developed to align with new federal emphasis areas of equity and climate change, see **Attachment Two**.

- Staff will seek Board approval of the screening criteria at the June Board meeting. Staff is also seeking input from the Board, the TAC, and the TTC at their May committee meetings.
- SRTC will continue to coordinate with our member agencies, the Regional Transportation Coalition, and the public.
- We invite Board Members to share any new feedback they have received regarding transportation priority funding criteria from state and federal officials. Depending on feedback received, it may be necessary to amend the screening criteria to align with legislative priorities.

**Board/Committee Discussions:**

The Board discussed regional transportation project priorities at the February, March, and April 2021 Board meetings. At their February 11, 2021 meeting the SRTC Board adopted the following general regional transportation priorities:

- Priority One – Completion and Acceleration of the Connecting Washington Program
- Priority Two – Transportation System Preservation and Maintenance

The Board also held a workshop on March 1, 2021, to discuss the need and support for setting more regional project priorities. At their March 11, 2021 Board meeting the Board directed SRTC to pursue a Unified List of Regional Transportation Priorities.

**Public Involvement:**

Staff spoke to City of Spokane Pedestrian and Transportation and Traffic Subcommittee and received feedback on April 27. All SRTC Board and Committee meetings are open to the public.

**Supporting Information/Implications:**

There were several transportation spending bills introduced in the WA Legislature this session. Additionally, the Biden administration has unveiled a ~\$2T “American Jobs Plan” which provides for ~\$650M in transportation related investment. While the State did not pass a transportation spending bill this session and Biden’s Plan has yet to work its way through the Legislative process, the SRTC Board has expressed a desire for the region to be well positioned when transportation dollars are made available. The American Jobs Plan aims to move towards 100 percent clean power by 2035 and commits to delivering 40 percent of the total investment benefits to disadvantaged communities.

Equity continues to be identified as a priority as Governor Inslee is expected to sign SB 5141 (HEAL Act) which would, among other things, require the Department of Transportation to, “include an environmental justice implementation plan within the agency's strategic plan, by January 1, 2023.” The law would also require WSDOT to, where practicable, “focus applicable expenditures on creating environmental benefits experienced by overburdened communities and vulnerable populations,” by July 1, 2023.

**More Information:**

- Attachment One: Draft Work Plan
- Attachment Two: Draft Screening Criteria
- For detailed information contact: Eve McMenemy at [evemc@srtc.org](mailto:evemc@srtc.org) or Mike Ulrich at [mulrich@srtc.org](mailto:mulrich@srtc.org) or 509.343.6370

# Workplan

## UNIFIED LIST OF REGIONAL TRANSPORTATION PRIORITIES

Spokane Regional Transportation Council | May 2021

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### Task 1: Collect Project Submittals/Combine Existing Projects from MTP

- 1.1 Send request to jurisdictions for projects that were submitted to Sen. Murray or Rep. McMorris Rodgers (complete)
- 1.2 Connect with WSDOT ER Planning staff to determine regional priorities for WSDOT
- 1.3 Identify projects that are either partially funded or unfunded in the MTP (complete)
- 1.4 Collate projects and collect relevant attributes (i.e. – project type, cost estimate, etc.)
- 1.5 Verify with stakeholders that all projects have been captured

### Task 2: Identify “Screening Criteria”

- 2.1 Existing guiding principles, policies, and performance measures in Horizon 2040 (complete)
- 2.2 New federal objectives related to climate change, equity, and environmental justice
- 2.3 Identify other attributes as proxies for “project readiness” in addition to design level, environmental requirements, ROW status, etc. (complete)
- 2.4. Consult with TTC and TAC to help identify fatal flaws and lessons learned for 2022 process

### Task 3: Analyze Screening Criteria to Develop Draft List

- 3.1 Identify agenda parameters in terms of dollar amount and number of projects
- 3.2 Identify what rises to level of “importance” for inclusion (e.g. – regionally important)
- 3.3 Board approves methodology in June

### Task 4: Present Draft List to Board, Committees, and Public

- 4.1 Present draft list to committees in August and board in September
- 4.2 Solicit public input
- 4.3 Revise list based on feedback
- 4.4 Board approves final list in October

### Task 5: Deliver Final List to GSI, Valley Chamber, AGC and Other Private/Public Stakeholder Partners



# Project Screening Criteria

## UNIFIED LIST OF REGIONAL TRANSPORTATION PRIORITIES

Spokane Regional Transportation Council | May 2021

### Project Readiness and Local Priority

#### Project Readiness

1. Percent funded, Design status, Right-of-way status and Environmental status

#### Local Priority

2. Is the project identified in a public planning process or study?
3. What is the local priority rank for this process?

### Metropolitan Transportation Plan Consistency

#### Regional Significance

4. Is the project regionally significant?
5. Is the project in the MTP?

#### Economic Vitality

6. Does the project provide access within or between two or more regional activity centers; or is it on the regional freight priority network?

#### Maintenance, Preservation, and Operations

7. Does the project incorporate Travel Demand Mgmt. (TDM), Transportation Systems Mgmt. & Operations (TSMO), or capacity improvement strategies without adding new travel lanes or roadways?
8. Does this project improve National Highway System (NHS) bridge or pavement condition, or contribute to meeting STA adopted Public Transit Asset Management Targets?

#### Stewardship

9. Does the project increase redundancy in areas of limited connectivity?<sup>1</sup>
10. Does the project increase single occupancy vehicle (SOV) travel lanes and expand roadway capacity?
11. Does this project implement electrification strategies?

#### Quality of Life

12. Does the project increase transit or active transportation access or service frequency?
13. Does the project increase transit or active transportation access, or service frequency, to areas of potential disadvantage?<sup>2</sup>

#### Safety

14. Does the project incorporate appropriate countermeasures to address existing safety issues or contribute to STA meeting adopted Public Transit Safety Targets?

<sup>1</sup> Areas of limited connectivity defined as those lacking the infrastructure necessary to support [federal functional classification spacing guidelines](#).

<sup>2</sup> Areas of potential disadvantage defined as Census Tracts containing higher than average concentrations of populations identified in SRTC's Indicators of Potential Disadvantage (IPD).

To: Board of Directors 05/06/2021  
From: Eve McMenamy, Principal Transportation Planner  
Topic: **Transportation Improvement Program (TIP) Obligation Target Update**

**Requested Action**

None. For information and discussion.

**Key Points:**

- SRTC is required to meet federal funding obligation targets within our Transportation Improvement Program (TIP). The estimated FFY 2021 funding obligation target for all federal funding sources administered by SRTC is \$8.2M.
- As of May 5, 2021, SRTC is at 47% of our obligation target. The FFY 2021 obligations are \$3.85M, with \$4.35M remaining to meet the target.
- If SRTC meets our obligation target by July 31, 2021, SRTC will be in position to potentially receive additional federal funds. Conversely, if we don't reach our target by September 30, 2021, we are in jeopardy of losing the portion of underdelivered funds through sanctions by WSDOT.
- In October 2020 the SRTC Board approved new policies to ensure obligation targets are met by June 1, earlier than the July 31 federally imposed deadline. This was intended to allow for contingency planning time if projects experience obligation delays.
- The most current information submitted to SRTC from member agencies suggests that we may exceed our target by approximately \$600,000 by June 1, 2021. Furthermore, the region could exceed the target up to an additional \$2.1M by July 31, 2021 pending right-of-way approval and/or certifications that impact two additional projects.
- WSDOT's Local Agency Federal Obligation Authority (OA) Policy establishes the obligation targets for each Metropolitan Planning Organization (MPO), Regional Transportation Planning Organization (RTPO), and County lead agency.
- The policy only applies to three funding sources for which the SRTC Board is responsible in terms of project identification, prioritization, and selection: Surface Transportation Block Grant Program (STBG), Congestion Mitigation Air Quality (CMAQ), and STBG Set-Aside.
- With the assistance of the member agencies, SRTC exceeded the obligation target by \$2.84M in FFY 2020. SRTC did not receive any additional federal funding obligation authority via WSDOT.

### **Public Involvement:**

This is the first meeting on this topic this year.

### **Supporting Information/Implications:**

The following is the listing of projects programmed in the TIP with SRTC allocated funding for FFY 2021 and their obligation delivery status.

Project Title	Agency	Phase	Programmed	Amt. Obligated	Delivery Status
Highway 2 Shared Use Path Gap Project	Airway Heights	PE	\$2,000	\$94,890	Delivered
Centennial Trail Gap, Summit Blvd-Pettet Dr.	Spokane	CN	\$2,418,960	\$2,386,361	Delivered
Separated Spokane River Cent Trail-Carlson	Spokane Co.	CN	\$390,090	\$390,090	Delivered
57th Ave. & Freya St. Roundabout	Spokane Co.	PE	\$86,000	\$85,028	Delivered
Sullivan-Wellesley Intersection Improvement	Spokane Valley	PE	\$21,625	\$21,625	Delivered
Pines and Mission Intersection Improvements	Spokane Valley	PE	\$43,250	\$43,250	Delivered
2021 Metropolitan Transportation Planning	SRTC	PL	\$350,000	\$350,000	Delivered
Commute Trip Reduction - Spokane County 2021	Spokane Co.	PL	\$293,000	\$293,000	Delivered
Wellesley-Maple Intersection	Spokane	CN	\$449,357	\$385,061	Pending
Thor/Freya from Hartson to Sprague	Spokane	CN	\$4,181,720		June
Wilbur Road Sidewalk: Boone to Mission	Spokane Valley	PE	\$17,300		June
SRTC DATA Project	SRTC	PL	\$150,000		June
2021-2023 SRTMC Operations and Maintenance	WSDOT	PE	\$610,300		June
57th Ave Freya St Roundabout	Spokane Co.	RW	\$66,000		July
Bigelow Gulch/Forker Connector - Project 6	Spokane Co.	CN	\$1,260,089		July
Sullivan-Wellesley Intersection Improvement	Spokane Valley	CN	\$826,724		July
Highway 2 Shared Use Path Gap Project	Airway Heights	CN	\$176,048		*FFY 2022
Argonne Road Congestion Relief	Millwood	CN	1,650,000		*FFY 2022
Pines and Mission Intersection Improvements	Spokane Valley	CN	\$43,250		*FFY 2022
2021 Safe Routes to School	SRHD	PL	\$198,000		*FFY 2022
Walk Bike Bus Downtown	SRHD	PL	\$94,000		*FFY 2022
Subtotal of Obligations				\$4,049,305	
Project Closures (count against the balance)				-\$202,221	
Obligation tracking to \$8,200,000 target				\$3,847,084	

\*Projects will likely move to FFY 2022 due to a variety of challenges

### **More Information:**

- For more detailed information contact Eve McMenamy at [evemc@srtc.org](mailto:evemc@srtc.org) or at (509)343-6370.

To: Board of Directors  
From: Kevin Wallace, Interim Executive Director  
Topic: **Interlocal Agreement Update**

05/06/2021

**Requested Action:**

For information and discussion.

**Key Points:**

- The SRTC Interlocal Agreement defines how SRTC and its member agencies will coordinate and cooperate in the regional transportation planning process. The current ILA was ratified by SRTC member agencies in 2013.
- In response to HB1584 that established new requirements for Tribal membership on Regional Transportation Planning Organization (RTPO) Boards, a group of signatories to the ILA was formed in late 2020. The signatories group negotiated an update to the 2013 ILA during the course of seven meetings that were held between November 2020 and April 2021.
- The proposed 2021 ILA (**see Attachment**) was sent out to the SRTC members for ratification by email on April 19, 2021. To be ratified, the ILA must be approved by the governing bodies of Spokane County and eight of the 13 cities representing a total of 75% of the combined city population. Staff will provide an update on the progress toward ratification at the May 13 Board meeting.
- The new ILA expands the voting membership of the Board and updates the current weighted voting procedures. In addition, the signatories reorganized several sections and made additional modifications throughout to make the new agreement read more clearly. At the May 13 meeting, SRTC's Legal Counsel will provide an overview of the new document.

**Board/Committee Discussions:**

The SRTC Interlocal Signatories Group met seven times between November 2020 and April 2021.

**Public Involvement:**

All Board meetings are open to the public.

**Supporting Information/Implications**

The new ILA will be in full force and effect upon ratification by SRTC member agencies.

**More Information:**

For additional information contact: Kevin Wallace at [kwallace@srtc.org](mailto:kwallace@srtc.org) or at 509.343.6370

**INTERLOCAL AGREEMENT  
RELATING TO  
THE FORMATION AND OPERATION OF  
THE SPOKANE REGIONAL TRANSPORTATION COUNCIL  
AND OTHER MATTERS RELATING THERETO**

Spokane Regional Transportation Council  
421 W Riverside Ave.  
Spokane, Washington 99201

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Return To:

Spokane Regional Transportation Council  
421 W. Riverside Ave., Ste. 500  
Spokane, WA 99201

**INTERLOCAL AGREEMENT RELATING TO THE FORMATION AND  
OPERATION OF THE SPOKANE REGIONAL TRANSPORTATION  
COUNCIL AND OTHER MATTERS RELATING THERETO.**

This AGREEMENT, is made and entered into among the County of Spokane, a political subdivision of the State of Washington (**County**), the City of Spokane, a municipal corporation of the State of Washington (**Spokane**), the City of Spokane Valley, a non-charter code city of the State of Washington (**Spokane Valley**), the Washington State Department of Transportation, an agency of the State of Washington (**WSDOT**), the Washington State Transportation Commission (**WSTC**), the Spokane Transit Authority, a municipal corporation of the State of Washington (**STA**), and other Cities and Towns within Spokane County, each a "**Party**" and jointly the "**Parties**."

**RECITALS**

**WHEREAS**, a regional transportation planning organization (**RTPO**) may be formed through voluntary association of local governments as set forth in RCW 47.80.020;

**WHEREAS**, an RTPO shall encompass "one complete county," "have a population of at least 100,000," and "at least 60% of the cities and towns within the region representing a minimum of seventy-five percent of the cities' and towns' population;" and

**WHEREAS**, RTPOs are intended to be integrated with the metropolitan planning organization program in urbanized areas (WAC 468-86-060).

**NOW, THEREFORE**, it is hereby agreed by the Parties:

**Section 1. NAME/ORGANIZATION**

By prior agreements, the Parties previously created and continued a voluntary association known as the "Spokane Regional Transportation Council" (**SRTC**) for purposes of providing regional transportation planning within its boundaries pursuant to state and federal law. The Parties hereby reaffirm and continue the existence of SRTC through this Agreement. Upon ratification of this Agreement as set forth herein it shall supersede all prior repealed agreements listed herein and the Parties expressly hereby rescind and repeal:

An Interlocal Agreement among Spokane County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation, Spokane Transit Authority and other Cities and Towns within Spokane County, to form the Spokane Regional Transportation Council, define its organization and powers, and its jurisdictional area last dated April, 2013.

For historical and chronological reference and without reviving any prior terms of any repealed agreement, listed below are the prior agreements regarding SRTC:

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.

An Interlocal Agreement among Spokane County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation, Spokane Transit Authority and other Cities and Towns within Spokane County, to form the Spokane Regional Transportation Council, define its organization and powers, and its jurisdictional area last dated October 23, 2010.

## **Section 2. PURPOSE AND DESIGNATION**

The purposes of this Agreement are:

A. To reaffirm the creation and continued existence of SRTC as the state Regional Transportation Planning Organization (RTPO) for the incorporated and unincorporated area of Spokane County pursuant to chapter 36.70A RCW (Growth Management Act)



and chapter 47.80 RCW (Regional Transportation Planning Organizations), each as currently adopted or as amended; and

B. To reaffirm and continue the designation of SRTC as the federal Metropolitan Planning Organization (MPO) for the region and any designated Transportation Management Area (TMA) within the incorporated and unincorporated areas of Spokane County pursuant to 23 USC §§ 134 and 135, 49 USC §§ 5303 and 5304, 23 CFR Parts 450 and 771 and 49 CFR Part 613, each as currently adopted or as amended.

This Agreement is not intended to constitute any change in SRTC's status as the region's RTPPO or MPO and the Parties hereby find that the execution of this Agreement is not a redesignation of the MPO pursuant to 23 CFR § 450.310(j).

### **Section 3. POWERS, FUNCTIONS AND DUTIES OF SRTC**

#### **A. BOUNDARIES AND AREA OF JURISDICTION**

The boundaries of SRTC shall be the boundaries of Spokane County, Washington and shall include all incorporated and unincorporated area of Spokane County, Washington. If required by the laws or regulations of the State of Washington or of the government of the United States of America, the boundaries and jurisdiction of SRTC shall automatically change to include contiguous areas across county or state boundaries or borders, as designated by the appropriate governmental agency.

#### **B. REGIONAL TRANSPORTATION PLANNING ORGANIZATION**

SRTC shall conduct and administer regional transportation planning and funding programs and shall perform and execute all powers, functions and responsibilities of the region's RTPPO pursuant to chapter 47.80 RCW and chapter 468-86 WAC, as currently adopted or as amended.

#### **C. REGIONAL TRANSPORTATION DUTIES**

SRTC shall: (1) prepare and periodically update a transportation strategy for the region; (2) prepare a transportation plan in cooperation with WSDOT, STA, and local governments that is consistent with countywide planning policies under Chapter 36.70A RCW; (3) certify that the transportation elements of comprehensive plans adopted within the SRTC boundaries comply with RCW 47.80.023(3); (4) develop a six-year regional transportation improvement program which proposes regionally significant transportation projects and programs, as well as, transportation demand management measures; and (5) review level of service methodologies for cities and counties planning under Chapter 36.70A RCW to promote a consistent regional evaluation of transportation facilities and corridors (RCW 47.80.023(8)).

#### D. METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION

SRTC shall perform and execute all powers, functions and responsibilities of the region's MPO pursuant to 23 USC §§ 134 and 135, 49 USC §§ 5303 and 5304, 23 CFR Parts 450 and 771 and 49 CFR Part 613, as currently adopted or as amended, including the preparation and annual update of the Metropolitan Transportation Plan for the region.

#### E. TRANSPORTATION MANAGEMENT AREA

SRTC shall perform all of the functions necessary to support designated TMAs within its boundaries by addressing congestion management within the multimodal transportation system, all pursuant to 23 CFR Part 450 and 23 CFR § 500.109.

### **Section 4. SRTC BOARD OF DIRECTORS**

#### A. BOARD COMPOSITION

The SRTC Board of Directors (**Board**) is the policy board providing advice and guidance to SRTC (the RTPO and the federal MPO). The composition of the Board shall at all times conform to all applicable laws and regulations for voting and non-voting membership, with representation and/or participation on the Board pursuant to chapter 47.80 RCW; 23 USC §§ 134,135; 49 USC §§ 5303, 5304; and 23 CFR Part 450. In the event of a change in the above-cited state or federal laws and regulations requiring a change to the composition of the Board, such change shall be completed prior to the effective date set forth by statute or regulation.

#### B. TRIBAL MEMBERSHIP

RCW 47.80.020(2) states:

In order for a regional transportation planning organization to be eligible to receive state funds that are appropriated for regional transportation planning organizations, a regional transportation planning organization must provide a reasonable opportunity for voting membership to federally recognized tribes that hold reservation or trust lands within the planning area of the regional transportation planning organization. Any federally recognized tribe that holds reservation or trust land within the planning area of a regional transportation planning organization and does not have voting membership in the regional transportation planning organization must be offered voting membership in the regional transportation planning organization every two years or when the composition of the board of the regional transportation planning organization is modified in an interlocal agreement.

In accordance with RCW 47.80.020(2), each federally recognized tribe within the SRTC boundaries shall be offered a voting position on the Board as set forth in this Agreement promptly following the ratification of this Agreement. The Board shall review and ensure

SRTC's compliance with RCW 47.80.020 every two years following the date of ratification of this Agreement or whenever this Agreement is modified.

### C. VOTING PARTIES

Effective with the ratification of this Agreement, the Board shall be comprised of 21 voting representatives known as the "**Directors**": The number of Directors are based upon the Representative Entity.

<b>VOTING BOARD POSITIONS - Representative Entity</b>	<b>Number of Director Seats available</b>	<b>Total Number of Directors</b>
Spokane County	2	2
City of Spokane	2	2
City of Spokane Valley	2	2
Tier Two Cities/Towns (population <sup>1</sup> range 1,501-95,000) <sup>2</sup>	1 seat per City	6
Tier One Cities/Towns (population <= 1,500) <sup>3</sup>	1 shared seat	1
Spokane Transit Authority	1	1
WSDOT	1	1
WSTC	1	1
Qualifying Tribal Government	1 seat per Tribe	2
Spokane International Airport Board	1	1
Representative of Major Employer within SRTC boundaries	1	1
Representative of Rail Industry	1	1
<b>TOTAL VOTING DIRECTORS</b>		<b>21</b>

If applicable, a change in the official population estimate of a city or town will automatically result in such city automatically utilizing the same number of Director appointments as other cities or towns of the same population tier in the table above, Population estimates

<sup>1</sup> Population is determined using the most recent Decennial Census numbers, as annually updated and estimated by the Department of Commerce, Office of Financial Management.

<sup>2</sup> Tier Two Cities/Towns currently consist of Airway Heights, Cheney, Deer Park, Liberty Lake, Medical Lake and Millwood

<sup>3</sup> Tier One Cities/Towns currently consist of Fairfield, Latah, Rockford, Spangle, and Waverly

for purposes of Board representation shall be based on the published materials of the Washington State Department of Commerce, Office of Financial Management.

In addition to the voting Directors, the Board shall have up to 17 *ex officio* (nonvoting) Directors of the Board:

<b>NONVOTING BOARD POSITIONS – Representative Entity</b>	<b>Number of Seats Available</b>	<b>Total Number of Directors</b>
Chair of Transportation Advisory Committee	1	1
Chair of Transportation Technical Committee	1	1
All Elected State Legislators within SRTC boundaries <sup>4</sup>	Up to 15	15
<b>TOTAL NONVOTING DIRECTORS</b>		<b>17</b>

#### D. APPOINTMENT OF DIRECTORS AND ALTERNATES

##### 1. Directors with Voting Rights

- a. Voting Directors and alternates shall be appointed by their representative entity according to the procedures of the appointing entity.
- b. Directors and alternates appointed by Spokane County and the incorporated cities and towns shall be an elected official of the appointing jurisdiction.
- c. Spokane County and the incorporated cities and towns shall provide written notice of their Director and/or alternate appointment(s) to SRTC not later than sixty (60) days after ratification of this Agreement. Thereafter, appointments shall be provided to SRTC not later than March 1 following the expiration of a Director's term of appointment.
- d. Directors and/or alternates appointed by the State of Washington shall be appointed in accordance with the respective procedures of WSDOT and WSTC.
- e. The Director representing Spokane Transit Authority shall be the Chief Executive Officer (CEO) of the Authority or an alternate as designated by the CEO in writing.

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<sup>4</sup> Legislative Districts 3, 4, 6, 7, 9 are currently within the boundaries of SRTC.

- f. The Director representing Spokane International Airport shall be the Chief Executive Officer (CEO) of the Spokane International Airport or an alternate as designated by the CEO in writing.
  - g. A voting Director or alternate may exercise full voting rights on the Board immediately upon receipt of the written notice of appointment by SRTC.
  - h. Alternates for a voting Director shall serve in the same representative capacity for the appointing entity as the voting Director.<sup>5</sup> The duration of an alternate's appointment shall be set forth in written notice to SRTC.
  - i. Directors appointed by the SRTC Board shall be appointed annually to a three-year term from January 1 through December 31 of each year.
  - j. The Board representatives for a Major Employer and the Rail Industry shall be recruited by the Board and confirmed by a majority vote of the Board.
2. *Ex officio* Non-Voting Directors
- a. Elected State Legislators of any legislative district that is wholly or partially within the boundaries of SRTC may attend and participate in any SRTC Board member during their term of office.
  - b. Directors serving on the SRTC Board by virtue of their status as the chair of the Transportation Technical Committee (TTC) or Transportation Advisory Committee (TAC) shall be deemed Directors concurrent with their term as the TTC or TAC chair.

## E. DIRECTOR TERMS, REMOVAL AND VACANCY

- 1. All Directors shall be appointed to a term of three (3) years or the remaining term of office for the departing Director, whichever is less. Each Director shall hold office until their successor has been selected, unless such person is legally ineligible to hold such position due to expiration of the elected term, resignation, or other required precedents to appointment.
- 2. When a Director has three unexcused absences from regular Board meetings during a calendar year, the Board, following an approved motion, shall send a letter to the representative's Party requesting that a new Director be appointed to the Board. An excused absence shall be approved by motion and majority approval of the Board at the meeting from which the Director is absent or at the next regular meeting immediately following the Director's absence.
- 3. In the event a Director leaves elected office or an appointed position is no longer entitled to a position on the Board, the Director position shall be deemed vacant. Thereafter, the representative entity shall appoint a new Director and notify SRTC of the appointment in writing. An appointed alternate may temporarily fill the

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<sup>5</sup> For avoidance of doubt, an alternate for an elected official must be an elected official from the same jurisdiction or based on the membership category from either a Tier One or Tier Two City/Town.

vacant position until such time as written notice of a new Director appointment is received by SRTC.

#### F. MEETINGS AND QUORUM

1. The Board shall hold regular monthly meetings, pursuant to public notice and conduct its regular and special meetings in accordance with chapter 42.30 RCW (Open Public Meetings Act). The Chair may call special meetings of the Board as deemed necessary and shall call a special meeting at the request of a majority of the Board. All committees of the Board shall comply with chapter 42.30 RCW as applicable.
2. A quorum for the purpose of conducting business at any regular or special meeting shall consist of a simple majority of the voting Directors of the Board or designated alternate as applicable.
3. In the event that any available voting Director position on the Board is vacant due to lack of an appointment by the representative entity, such vacant position shall not be included in determining the quorum necessary for Board action.
4. Voting Directors of the Board, or their appointed alternates, shall be entitled to cast a single vote in favor of or against any action, provided, the right to cast a vote shall be dependent upon attendance in accordance with the adopted bylaws or rules of procedure at the regular or special meeting at which the action is taken.

#### G. WEIGHTED VOTING

1. To provide a measure of proportionate representation between the Parties, the Board shall utilize a weighted voting process, which may be requested on any action item by any two voting Directors from different representative entities. A request for a weighted vote shall be stated on the record and seconded by another voting Director either: (1) prior to the vote on the proposed motion; or (2) after the vote but prior to the Board taking action on the next immediate agenda item. Following the request for weighted voting, the Chair shall thereafter conduct a weighted vote on the matter, with the weight of each vote calculated according to the percentages set forth as Attachment 1, Weighted Voting Matrix. If the weighted vote achieves greater than fifty percent (50%) of the vote or 22 votes, the weighted vote shall take precedence over a prior non-weighted vote.
2. A weighted vote may not occur with respect to the adoption of bylaws and rules of procedure (See Section 5(A)), the appointment or discharge of the Executive Director (See Section 5(C)(1)) and adoption of the SRTC budget (See Section 7).

### **Section 5. POWERS AND DUTIES OF SRTC BOARD OF DIRECTORS**

A. Consistent with the terms of this Agreement, the Board shall adopt bylaws and/or rules of procedure for the conduct of business, including identifying a regular meeting day, time and location, adopting a standardized agenda format and such other matters

relating to the conduct of the Board's business. Such bylaws or rules shall be adopted and amended by affirmative vote of two-thirds of the voting Directors of the Board.

B. The Board shall prepare and adopt a proposed annual work program and budget for each calendar year.

1. The detailed annual work program shall list specific work projects to be undertaken by SRTC. The Executive Director or designee shall confer with and inform the Parties concerning the preparation of and progress on the technical areas of work programs and projects. The proposed annual budget shall set forth the methodology for determining the allocation of costs and expenses to each Party.
2. The Executive Director shall submit the proposed work program and budget for the next calendar year to the Board not later than September 15 annually. Upon approval by the Board, the SRTC budget and related contributions shall be approved or rejected by each Party and notice of such approval or rejection shall be provided to SRTC not later than November 1 of each year. Parties which have not previously been required to contribute funds toward the SRTC annual budget, or Parties who have annual contributions increased by more than 15% over the prior calendar year's contribution shall be given written notice of such proposed increase at least one year in advance of any such increase.
3. Following a request from a Party to perform services on a specific project that is not identified in the work program, the Board may impose a special assessment on the requesting Party. The special assessment shall cover all costs and expenses associated with the specific project and shall be documented in a writing signed by the Party and SRTC.
4. The annual budget and/or work program of the Council may be amended in the same manner as originally adopted pursuant to this Agreement, provided such amendment does not require additional budget appropriations from the Parties in excess of the contributions already adopted for that budget year.

C. Within its adopted budget, the Board shall determine the positions, duties, and working conditions of employees to conduct the work of SRTC, including the duties and authority of an Executive Director.

1. The Executive Director shall be appointed by and serve solely at the pleasure of the Board, provided the appointment or discharge of the Executive Director shall require the affirmative vote of at least two-thirds of the voting Directors of the Board.
2. The Board shall adopt policies and procedures to establish the duties and authority of the Executive Director, including authority to make financial expenditures on behalf of the Board, subject to the annual adopted budget.

3. Unless otherwise determined by the Board, employees are at-will and shall be hired, terminated, and work under the direction of the Executive Director.

D. In addition to other powers set forth in this Agreement, the Board is authorized to conduct all necessary business of SRTC and shall have the power to:

1. Retain an Executive Director and fix the salaries, wages and other compensation of all officers and employees of SRTC in a manner consistent with similar professional work;
2. Adopt and revise employee policies plus other conditions of employment;
3. Employ or contract with such engineering, legal, financial and other specialized personnel as may be necessary to accomplish the purposes of SRTC;
4. Approve and authorize application(s) for or acceptance of any grants, provided, 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 mutual approval of the Chair and Vice-Chair;
5. Contract with the United States or any agency thereof, any state or agency thereof, any county, city, special purpose district or governmental agency and any private person, firm or corporation for the purpose of receiving grants or other financial support necessary to accomplish the purposes of SRTC;
6. Adopt such policies and procedures as deemed necessary and appropriate to comply with all applicable laws and regulations of the State of Washington for the operation of SRTC;
7. Have all other powers that are necessary to carry out the purposes of SRTC under chapter 47.80 RCW, and chapter 468-86 WAC and 23 USC §§ 134,135; 49 USC §§ 5303, 5304; and 23 CFR Part 450 as currently adopted or as amended.

E. All actions taken by the Board shall be motion or resolution approved by a favorable vote of a majority of those voting Directors present

## **Section 6. OFFICERS AND STANDING COMMITTEES**

A. Officers and Elections:

1. The Board shall select a Chair and Vice-Chair ("**Officers**") from among the voting Directors . The Officers shall be elected by majority vote of the Directors at the first regular meeting of the calendar year. Only representatives who are elected officials may be Officers. *Ex officio* and non-voting Directors may not serve as Officers.



2. To be eligible for the Chair position, a Director shall have served on the Board for at least one year prior to taking office as Chair and shall hold a voting position on the Board.
3. The term for each Officer position shall be one year.
4. The office of the Chair shall rotate on a yearly basis among the following Parties in the following sequence beginning on January 1, 2022 as follows:
  - a. Towns and cities, excluding the cities of Spokane and Spokane Valley;
  - b. City of Spokane;
  - c. Spokane County; and
  - d. City of Spokane Valley.

In any year, the rotation for the office of the Chair may be altered at the request of the jurisdiction holding the right to the Chair position, upon motion and approval of a majority of the voting members of the Board, at a regular or special meeting of the Board.

5. The Chair shall preside at all meetings of the Board. In the event of the Chair's absence or inability to preside, the Vice Chair shall assume the duties of the Chair; provided, if the Chair is permanently unable to preside, the Board shall select a new Chair following the rotation set forth in Section 6(A)(4). If a vacancy in the office of Vice Chair exists, the Board shall select a new Vice Chair for the remainder of the vacated term. If neither the Chair nor the Vice Chair is available, a majority of the remaining Board may by a majority vote of those present appoint a presiding officer for one meeting.

#### B. Board Committees

The Board shall create or maintain the following standing committees:

1. Administrative Committee
2. Transportation Advisory Committee
3. Technical Advisory Committee

C. A quorum for the purpose of transacting committee business shall consist of a simple majority of the members present. No committee shall have the authority to bind the Board or SRTC. The Board shall further define the duties and powers of each Committee by Resolution to contain at a minimum the statement of purpose, duties, responsibilities, and other matters, provided, the Board shall not delegate any of its decision-making authority to any Committee.

D. The Board may create *ad hoc* committees as it deems necessary, subject to Section 6(C), above.

## **Section 7. ALLOCATION OF COSTS, APPROPRIATIONS, EXPENDITURES**

After approval of the SRTC budget, no Party may terminate or withhold its financial contribution to SRTC during the stated budget year.

A. It is anticipated that most projects and programs of SRTC will involve mutual benefit to the Parties, whether direct or indirect. Costs of the annual budget expenditures shall be divided among the Parties as recommended by the Board and approved by the Parties in the budget approval process set forth in this Agreement. Additional financial contributions to SRTC may be made to accomplish projects and programs deemed to be of particular pertinence or benefit to one or more of the Parties.

B. Upon approval of the annual SRTC budget by the Parties, each funding Party shall submit its financial contribution to SRTC on or before January 20 of the new budget year. All such funds contributed to SRTC shall be deposited in the public treasury of the City of Spokane or the public treasury of any other Party as so agreed upon by the Parties; and such deposit shall be subject to the same audit and fiscal controls as the public treasury where the funds are so deposited. These funds shall be used in accordance with the adopted work plan and budget.

C. The Executive Director may make expenditures pursuant to the approved SRTC budget, work plan, and approved policies and procedures, and shall maintain records of expenditures and report monthly to the Board on budget activity.

D. 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 or as arranged by the Board.

## **Section 8. REAL AND PERSONAL PROPERTY**

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

B. SRTC shall not acquire or own real property.

## **Section 9. INSURANCE**

The Board shall obtain property and liability insurance for the matters set forth in this Agreement with coverages and limits reasonably determined by the Board. Insurance

coverage for comprehensive general liability, auto liability, employment practices liability, public official errors and omissions liability, shall not be less than \$10,000,000 in the aggregate.

#### **Section 10. RELATIONSHIP BETWEEN SRTC, CITY, TOWN AND COUNTY GOVERNMENTS**

This Agreement is not intended to, and does not, supersede any duties or responsibilities under chapter 36.70A RCW of a governing body or planning commission for any city, town or the County.

#### **Section 11. TERMINATION OF MEMBERSHIP**

A Party may terminate its participation in this Agreement by giving written notice to the Board prior to August 1 of any year, to be effective on December 31 of that year. With the exception of the County, any other Party's termination of participation in this Agreement shall not constitute a modification of this Agreement as defined in Section 14 below.

#### **Section 12. EFFECTIVE DATE AND BINDING AGREEMENT**

The effective date of this Agreement shall be upon ratification of this Agreement by the County and at least 60% of the cities and towns within Spokane County representing at least 75% of the cities' and towns' cumulative population. Upon acceptance and approval, this Agreement shall be binding upon the Parties and their successors, and assigns.

#### **Section 13. NEW MEMBERS**

New members may be added to this Agreement and SRTC as follows.

A. A newly organized city or town may join SRTC and become a Party to this Agreement upon submitting the acceptance and certification form (Attachment 2), which acknowledges a request from the governing body to join SRTC as a party to this Agreement.

B. For other new members, the Board shall review the request for membership with such member being admitted based upon the unanimous consent of the Parties.

C. New members, upon joining SRTC, shall be assessed a pro rata financial contribution pursuant to Section 7 herein.

#### **Section 14. MODIFICATION**

This Agreement may be modified by the unanimous consent of the Parties.

## **Section 15. SUCCESSOR IN INTEREST**

SRTC shall be the successor in interest to all grants, contracts, and other documents entered into by SRTC's predecessor, the Spokane Regional Transportation Council.

## **Section 16. DEFAULT**

Failure by any Party to perform, observe or comply with the covenants, agreements or conditions on its part contained in this Agreement where that failure continues for a period of thirty (30) days after written notice from the Board to the defaulting Party shall constitute an "Event of Default."

## **Section 17. REMEDIES**

Upon an Event of Default by a Party, the Board may at any time, without waiving or limiting any other right or remedy, pursue any action allowed by law including, by way of example and without limitation, specific performance, declaratory judgment and other equitable remedies, to include recovery of attorney's fees and other costs.

## **Section 18. GENERAL TERMS**

A. This Agreement contains terms and conditions agreed upon by the Parties. The Parties acknowledge there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

B. In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

C. This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity, or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

D. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

E. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

F. The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

## **Section 19. CHAPTER 39.34 RCW REQUIRED CLAUSES**

### **A. PURPOSE**

See Section No. 2 above.

### **B. DURATION**

This Agreement is perpetual until the joint and comprehensive undertaking is either voluntarily dissolved or discontinued pursuant to RCW 47.80.020.

### **C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS**

This Agreement continues the existence of the Spokane Regional Transportation Council, a separate entity from the Parties. The Board shall administer the joint and cooperative undertakings set forth herein.

### **D. RESPONSIBILITIES OF THE PARTIES**

See provisions above.

### **E. AGREEMENT TO BE FILED**

This Agreement may be filed with the County Auditor or published on the Parties' websites, as available.

### **F. FINANCING**

See Section Nos. 5 and 7 above. The Board, or any of the Parties 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.

### **G. TERMINATION**

See Section No. 11 above.

### **H. PROPERTY UPON TERMINATION**

Any Party terminating its role as a member of the SRTC Board of Directors as provided for in Section 11 above shall forfeit any ownership interest in any personal property owned or held by SRTC.

Personal property acquired by SRTC in the performance of this Agreement shall be disposed of by the Board upon termination of the Agreement. Unless otherwise required by law or agreement, cash and cash proceeds from sale of personal property shall be disbursed to the Parties according to the contribution made by the Party as set forth in this Agreement.

This Interlocal Agreement is approved by the Parties upon compliance with RCW 47.80.020 (see second Recital, page 1).

Attachment 2 contains the form of the signature page and certification to be submitted by the Parties.

# ATTACHMENT 1

## WEIGHTED VOTING MATRIX

Agency	Regular Vote	Weighted Vote <sup>3</sup>
Airway Heights	1	2.0
Cheney	1	2.0
Liberty Lake	1	2.0
Medical Lake	1	1.0
Deer Park	1	1.0
Millwood	1	1.0
Southeast County Towns <sup>1</sup>	1	1.0
Fairfield		0.0
Rockford		0.0
Spangle		0.0
Waverly		0.0
Spokane Seat 1	1	3.5
Spokane Seat 2	1	3.5
Spokane County Seat 1	1	3.5
Spokane County Seat 2	1	3.5
Spokane Valley Seat 1	1	3.5
Spokane Valley Seat 2	1	3.5
Spokane Transit	1	2.0
WSDOT	1	2.0
Major Employer	1	1.0
Transportation Commission	1	1.0
Kalispel Tribe	1	1.0
Spokane Tribe	1	1.0
Freight/Rail Representative	1	1.0
Spokane Airports <sup>2</sup>	1	2.0
<b>Total</b>	<b>21</b>	<b>42.0</b>

<sup>1</sup>Fairfield, Latah, Rockford, Spangle, and Waverly

<sup>2</sup>Seat is not included in vote totals until Spokane Airports rejoins the SRTC Board.

<sup>3</sup>An affirmative weighted vote requires 22 or more total votes.

## ATTACHMENT 2

### FORM OF ACCEPTANCE AND CERTIFICATION

#### ACTION OF GOVERNING BODY

#### CERTIFICATE

I, [ NAME ], the [ POSITION ] for the [ ENTITY ], hereby certify that the "INTERLOCAL AGREEMENT RELATING TO THE FORMATION AND OPERATION OF THE SPOKANE REGIONAL TRANSPORTATION COUNCIL AND OTHER MATTERS RELATING THERETO" was duly adopted at a regular/special meeting of the [ ENTITY ] that was held on [ DATE ], of which all members of [ GOVERNING BODY ] had due and lawful notice and at which a majority thereof were present; with the following vote recorded on the above INTERLOCAL AGREEMENT:

AYES, in favor thereof:

NOES:

ABSENT:

ABSTAIN:

I further certify that based on the above recorded vote, the INTERLOCAL AGREEMENT was approved at the above meeting; and that [ ENTITY ] is now a party to the INTERLOCAL AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2021.

[ ENTITY ]  
Spokane County, Washington

By: \_\_\_\_\_  
[ NAME AND POSITION ]

To: Board of Directors 05/06/2021  
From: Kylee Jones, Associate Transportation Planner II  
Topic: **Electrification Grant Contract Review**

**Requested Action:**

For information and discussion.

**Key Points:**

- To implement the Spokane Regional Transportation Electrification Project, the SRTC Board will be asked to execute the ETS Contract with the Department of Commerce for reimbursement of \$2.5 million for Electric Vehicle Supply Equipment (EVSE). SRTC staff will bring the Electrification Grant Contract back for approval at the June 10 Board meeting.
- SRTC will not own, operate, or maintain any EV charging infrastructure, thus requiring a “transfer of ownership” contract negotiation process with the Department of Commerce.
- A Memorandum of Understanding will be necessary between project partners to confirm the following roles and responsibilities throughout the project lifespan of 2021-2024:

**Roles and responsibilities of project core team:**

- **SRTC:** Administrative & Regional Collaboration – Overall project lead, regional coordination and support, reporting, fiscal agent, coordinate reimbursement, congruency, and alignment with ETS Department of Commerce grant contract, project education, and outreach.
- **Avista & STA:** Project Site Implementation & Management – Implement work plan, project schedule and equipment installation, grid impact assessment, hiring and managing installation contracts and contractors, site host contract negotiation.
- **City of Spokane:** Project Coordination & Support Lead – Alignment with local/regional sustainability initiatives, site host support and coordination, ensuring communication with all stakeholders and elected officials.
- **Urbanova:** Equitable Education & Outreach Program Lead – Micro-mobility coordinator, education and outreach program lead, highly impacted and vulnerable community outreach coordinator.
- SRTC will continue to coordinate with the Department of Commerce, project stakeholders and ETS Core Team. Avista is currently meeting with future EV site hosts regarding site host contracts.

**Board/Committee Discussions:**

- In February 2020 the Department of Commerce released the Notice of Funding Opportunity for Electric Vehicle Supply Equipment (EVSE). Avista presented draft regional *Transportation Electrification (TE) Plan*, to SRTC Board, based on a 4-year pilot study that evaluated the



region’s needs, program methodology, costs, and benefits. In the TE plan, Avista outlines their plan to commit significant funds to build-out regional electrification needs.

- In March of 2020, SRTC staff held a Board “Lunch and Learn” workshop to discuss SRTC’s role, the grant solicitation, and benefits of planning for EVSE as a region. In attendance was staff from multiple jurisdictions both public and private, several SRTC board members, and others interested in participating. Discussion about grant and regional planning followed the presentations.
- In April 2020, the SRTC Board unanimously approved a motion for “SRTC to lead and submit regional grant application for EVSE, while allowing flexibility for final list of projects to be adjusted as additional due diligence is required for grant.”
- In June 2020, the Transportation Technical Committee received an update about the grant application and proposed regional electrification plan.
- In December 2020, the SRTC Board and partners were notified about becoming an “apparent successful grantee” for the \$2.5 million of EVSE funding through the Department of Commerce.
- In January 2021, the SRTC Board was given a project and status update.

### **Public Involvement:**

Staff from SRTC, Avista and other partners hold meetings twice a month to plan equitable education and outreach strategies for partners, stakeholders, and the public. The Spokane Regional Electrification Grant process has included stakeholder and member agency collaboration and includes many educational and outreach opportunities for the general public. The education and outreach component of the grant relies on strategic partnerships and will be funded primarily by Avista. All SRTC Board meetings and TTC meetings in which the ETS grant was discussed were open to the public.

### **Project Team & Critical Partner Involvement:**

#### **EST Core Team:**

- Kylee Jones – Electrification Grant Project Manager, SRTC
- Rendall Farley – Electrification Manager, Avista
- Kara Odegard – Manager of Sustainability Initiatives, City of Spokane
- Kim Zentz – Executive Director, Urbanova

#### **Project partners and EV charging site hosts:**

Spokane Transit Authority	Spokane County	City of Spokane Valley
City of Cheney	City of Liberty Lake	City of Spokane
City of Airway Heights	Spokane International Airport	Spokane Public Libraries
Spokane Parks Dept.	Spokane Tribe of Indians	Community Centers
Fred Meyer’s	Itron	Electrify America
U-District	WA State Dept. of Transportation	

**Supporting Information/Implications:**

In early 2020 SRTC facilitated several meetings/workshops to receive input from stakeholders about EV charging infrastructure and level of interest. The ETS Core team (comprised of SRTC, Avista, City of Spokane, and Urbanova) wrote the grant and gathered support letters from various elected officials. The grant was submitted on June 1, 2020. SRTC was notified on December 14, 2020 about becoming the “apparent successful grantee” for the \$2.5 million in EVSE from the Department of Commerce.

The project application outlined 51 site locations for EVSE, including bus charging, DC (Direct Current) fast charging, AC (Alternating Current) level 2 charging, micro-mobility opportunities, experience center, community education, and public outreach.

The project will have a positive economic and environmental impact and will benefit member agencies such as: Spokane Transit Authority, Spokane County, City of Spokane, Liberty Lake, Cheney, Airway Heights, the Tribes, Spokane International Airport, and Avista.

With SRTC’s regional leadership, this project will provide an essential catalyst for EV adoption and access in the region, creating positive economic and environmental impacts. The project prioritizes public access particularly paying special attention to historically underserved populations throughout the region by connecting community centers, libraries, commercial districts, and public transportation.

**More Information:**

- For more information about the ETS Grant please visit the Department of Commerce website: [WA Dept of Commerce ETS](#)
- For detailed information contact Kylee Jones as [kjones@srtc.org](mailto:kjones@srtc.org) or at 509.343.6370.

To: Board of Directors 05/06/2021  
From: Michael Redlinger, Associate Transportation Planner II  
Topic: **SFY 2022-2023 Unified Planning Work Program (UPWP)**

**Requested Action:**

For information and discussion.

**Key Points:**

- The UPWP is the foundational document outlining the core functions, planning studies, technical support and other ongoing planning activities conducted at SRTC.
- The state fiscal year (SFY) 2022-2023 UPWP covers a two-year period from July 1, 2021 to June 30, 2023.
- The UPWP two-year revenue and expenditure budget forecast is approximately \$4.6M.
- On April 27, 2021 the WSDOT Eastern Region Planning Office and WSDOT Tribal and Regional Planning (TRIP) Office, along with the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), held a meeting with SRTC staff to review the draft SFY 2022-2023 UPWP, which resulted in a request for several minor edits and corrections which have already been incorporated into the draft document included in the packet.
- In relationship to the UPWP, USDOT recently released an Infrastructure for Rebuilding America (INFRA) grant opportunity with key objectives that focus on climate change, social justice and advancing racial equity. Last month, the Board was encouraged to share their perspectives on how SRTC could engage in this work. Over the SFY 2022-2023 UPWP period, SRTC plans to scope the process and workflow needed to update our equity and climate change planning.
- The UPWP includes major planning activities identified by Spokane Transit Authority and WSDOT Eastern Region are also included in the UPWP by appendices.

**Board/Committee Discussions:**

This is the second time the SFY 2022-2023 has been presented to the Board. This review of the UPWP includes a summary overview of the budget and milestones for the upcoming UPWP period as well as key accomplishments from SFY 2021-2022.

**Public Involvement:**

All meetings at which the SFY 2022-2023 UPWP was discussed have been open to the public.

**Supporting Information/Implications**

A development schedule for the SFY 2022-2023 UPWP is below.

<b>Date</b>	<b>Action</b>
03/24/21	UPWP Overview to TTC
03/28/21	UPWP Overview to Transportation Advisory Committee (TAC)
04/06/21	Preliminary draft of UPWP document to WSDOT TRIP
04/08/21	UPWP Overview to Board of Directors
04/27/21	On-site review meeting with WSDOT, FHWA, FTA, Spokane Transit
04/26/21	Draft UPWP presented to TAC
04/28/21	Draft UPWP presented to TTC
04/28/21	UPWP out for comment
05/13/21	Draft UPWP presented to the Board of Directors
05/13/21	Comment period closes. Comments from TTC and TAC due.
05/21/21	Comments from Board of Directors requested by 5/21
05/24/21	TAC recommendation of Board approval of draft UPWP
05/26/21	TTC recommendation of Board approval of draft UPWP
06/10/21	Board approval of UPWP
06/14/21	Approved UPWP submitted to WSDOT TRIP
06/21/21	WSDOT TRIP submits approved SFY 2022-2023 UPWP to FHWA/FTA
06/30/21	FHWA/FTA UPWP approval date
07/01/21	SFY 2022-2023 UPWP takes effect

**More Information:**

- For detailed information contact: Michael Redlinger at [mredlinger@srtc.org](mailto:mredlinger@srtc.org) or 509.343.6370

JULY 1, 2021 -  
JUNE 30, 2023

# UNIFIED PLANNING WORK PROGRAM

State Fiscal Years 2022-2023

**May 3, 2021 Draft**

**Spokane Regional Transportation Council**

421 W Riverside Ave Suite 500 | Spokane WA 99201  
509.343.6370 | [www.srtc.org](http://www.srtc.org) | [contact.srtc@srtc.org](mailto:contact.srtc@srtc.org)



SRTC is committed to nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964, and Civil Rights Restoration Act of 1987 (P.O. 100.259) and the Americans with Disabilities Act.

For more information, or to obtain a Title VI Complaint Form, call Michael Redlinger, Title VI/ADA Coordinator at (509) 343-6370 or [contact.srtc@srtc.org](mailto:contact.srtc@srtc.org).

Para obtener más información, póngase en contacto a (509) 343-6370 o [contact.srtc@srtc.org](mailto:contact.srtc@srtc.org).

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## INTRODUCTION

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### **Background**

The Spokane Regional Transportation Council (SRTC) is the lead agency for coordinating transportation planning activities in the Spokane region (see map in Appendix B). SRTC maintains three important transportation planning designations:

#### **Metropolitan Planning Organization (MPO)**

The United States Department of Transportation (USDOT) requires every metropolitan area with a population over 50,000 in population to have a designated Metropolitan Planning Organization (MPO) to qualify for receipt of federal highway and transit funds. SRTC is the designated MPO for the Spokane Metropolitan Planning Area and is responsible for ensuring compliance with federal transportation planning requirements. In particular, federal legislation (23 U.S.C. 134) requires the MPO to work in cooperation with the state and public transportation agencies in carrying out a continuing, cooperative, and comprehensive (3C) metropolitan planning process.

#### **Transportation Management Area (TMA)**

Urbanized areas over 200,000 in population are designated by federal legislation as Transportation Management Areas (TMA's). SRTC is the federally designated TMA for the Spokane Metropolitan Planning Area. TMA's have additional responsibilities and discretion in allocating certain federal transportation funds within the urbanized area. Those responsibilities require public transportation representation on the SRTC Board, a regionally coordinated Congestion Management Process, authority for TIP project selection; and FTA/FHWA must jointly certify the TMA every four years.

#### **Regional Transportation Planning Organization (RTPO)**

SRTC serves as the state designated Regional Transportation Planning Organization (RTPO) for Spokane County. RTPO's are voluntary associations of local governments and were authorized as part of the 1990 Washington State Growth Management Act to ensure local and regional coordination of transportation plans.



## **Purpose of UPWP**

The purpose of a UPWP is to identify and align all federally funded transportation planning activities to be conducted in the metropolitan planning area during a one or two-year period. This State Fiscal Year (SFY) 2022-2023 Unified Planning Work Program defines such activities and their associated financial resources that will be undertaken in the Spokane Metropolitan Planning Area during the July 1, 2021 through June 30, 2023 Washington state fiscal year periods.

SRTC staff is also responsible for carrying out specific activities that go beyond MPO planning activities. For example, SRTC receives funding from the Washington State Department of Transportation (WSDOT) to carry out its duties as an RTPO. The UPWP defines core MPO functions and their associated funding sources. It should be noted there is often overlap within a specific work program task between federal and state planning requirements. In situations where a particular task is relevant as a core MPO function and as an RTPO function (e.g., Program Administration and Coordination), the identification of funding sources will include both the federal and state resources necessary to complete the task.

## **Agency Organization and Process**

SRTC is organized through an interlocal agreement. As shown on page 39, the agency is governed by a Board that receives policy input from a Transportation Advisory Committee (TAC) and technical input from a Transportation Technical Committee (TTC). The Board includes 13 voting members and three ex-officio, non-voting members. Also, pursuant to RCW 47.80.040, area members of the House of Representatives and the State Senate are considered ex-officio board members of SRTC.

The TTC is composed of 21 professionals from various local, regional, and state agencies and Tribes. The TTC provides technical input and helps ensure a coordinated regional transportation system. Additionally, the TTC participates in SRTC's transportation planning program by conducting technical reviews of activities such as applications for funding, setting of performance targets, congestion management reports, amendments to the Transportation Improvement Program, and provides input on the UPWP.

The TAC is composed of 13 community members from an array of geographic areas, modal and policy expertise, agencies, and constituent groups. A key responsibility of the TAC is to advise the Board on policy issues associated with plans, programs, and activities conducted by SRTC. The TAC is also intended to promote agency transparency while providing a forum for the public involvement in SRTC's overall transportation planning program.

In developing the SFY 2022-2023 UPWP, SRTC worked cooperatively with WSDOT and the Spokane Transit Authority (STA) to define planning priorities, work activities, and associated financial resources.

## Issues Addressed in the Planning Process

### Current Planning Environment

Over the past several years, national, state, and local governments have been faced with declining revenues and this trend is expected to continue. On December 4, 2015 the latest federal transportation authorization bill, the Fixing America's Surface Transportation (FAST) Act, was signed into law, replacing the previous federal transportation authorization bill, Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21). The FAST Act provides \$305 billion nationally over five years for various highway, transit, and safety programs. Approval of the FAST Act ended more than 10 years of short-term extensions and temporary transportation bills. Initial review of the FAST Act modifications and requirements does not reveal any necessary immediate changes for MPOs and continues the major changes brought about by MAP-21 in the programmatic structure for both highways and public transit and included an initiative to improve efficiency through performance-based planning. The FAST Act maintains all the funding program mergers created by MAP-21. The FAST Act also provides for enhanced coordination of public transportation services with other federally assisted transportation services to aid in the mobility of seniors and individuals with disabilities.

In SFY 2022-2023, SRTC will continue to work on several key activities related to FAST Act performance-based planning requirements. Performance-based planning has enhanced SRTC's long-range planning and project selection processes. The FAST Act performance-based planning requirements are an extension of the MAP-21 performance-based planning requirements, and as such, will involve a significant and continuing investment in resources (e.g., staffing, data collection, etc.).<sup>1</sup> Because these new requirements in 23 CFR 490 are not fully funded through the FAST Act, SRTC has balanced performance-based planning requirements with other MPO requirements. In striking this balance, SRTC has fully adopted and met the core MPO and RTPO planning functions and now is taking on key efforts to start furthering the accomplishment of statewide performance targets through education, coordination data acquisition and technical work. These goals are reflected in SRTC's SFY 2022-2023 UPWP. In updating the new metropolitan/regional transportation plan, Horizon 2040, SRTC has identified several emerging planning issues to be addressed in the SFY 2022-2023 UPWP and subsequent years. These include continuing to implement performance-based planning, aligning and supporting WSDOT's practical solutions framework, getting involved in equity and climate change planning activities and understanding linkages between land use and transportation decisions.

<sup>1</sup> **Federal Register / Vol. 79, No. 105 / Monday, June 2, 2014 / Proposed Rules, page 31786, Summary of Average Annual Regulatory Costs and Burden Hours of Effort:** FHWA and FTA estimated that the average Transportation Management Area (TMA) will be required to provide 1,800 additional hours of effort to implement the new MAP-21 planning requirements. When considering paid time off (holidays, vacations, and sick leave) 1,800 hours essentially represents 1 Full Time Equivalent (FTE). This represents a significant work requirement for SRTC, which has a staff of 10.78 FTEs.

## **Federal and State Planning Factors**

As part of the process of developing the UPWP, the FTA and FHWA require the consideration of federal planning factors in regional transportation planning efforts. These planning factors include:

- Support the economic vitality of the metropolitan area; especially by enabling global competitiveness, productivity, and efficiency;
- Increase both the safety and security of the transportation system for motorized and non-motorized users;
- Increase the accessibility and mobility of people and for freight;
- Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planning growth and economic development patterns;
- Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
- Promote efficient system management and operation;
- Emphasize the preservation of the existing transportation system;
- Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
- Enhance travel and tourism.

The SFY 2022-2023 UPWP reflects these federal priorities and direction through specific work activities.

The SFY 2022-2023 UPWP also addresses the six Washington State legislative transportation system policy goals of [RCW 47.04.280](#), including Economic Vitality, Preservation, Safety, Mobility, Environment, and Stewardship. In particular, Task 8: RTP Planning Functions, addresses the specific requirements of RCW 47.04.280.

Finally, the SFY 2022-2023 UPWP incorporates the Guiding Principles, Policies and Strategies established in the Horizon 2040 Metropolitan Transportation Plan and 2021-2024 Transportation Improvement Program, which were both developed within the framework of current federal and state planning requirements.

## **Coordination with Adjacent MPOs and RTPs**

In March 2003, Kootenai County, Idaho became a federally designated urbanized area. Associated with that designation was the establishment of the Kootenai Metropolitan Planning Organization (KMPO). While the SRTC and KMPO Boards are independent from one another, SRTC and KMPO continue to coordinate planning and modeling efforts that affect both MPO areas. All UPWP documents are forwarded to adjacent RTPs for review.

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## SFY 2020-2021 UPWP KEY ACCOMPLISHMENTS

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The SFY 2022-2023 UPWP identifies SRTC key accomplishments for SFY 2020-2021 organized by UPWP Task number.

<b>Task 1</b>	<b>Program Administration and Coordination</b>
	<ul style="list-style-type: none"> <li>• Completed SFY 2020-2021 UPWP.</li> </ul>
	<ul style="list-style-type: none"> <li>• Completed SFY 2019 and 2020 UPWP Annual Reports.</li> </ul>
	<ul style="list-style-type: none"> <li>• Received recertification from FHWA and FTA in January 2020. Submitted self-certification to WSDOT in August 2020.</li> </ul>
	<ul style="list-style-type: none"> <li>• Developed Calendar Years 2020 and 2021 Budgets and Indirect Cost Plans.</li> </ul>
	<ul style="list-style-type: none"> <li>• Hired two Associate Planners.</li> </ul>
	<ul style="list-style-type: none"> <li>• Participated in Washington MPO Coordination Committee.</li> </ul>
	<ul style="list-style-type: none"> <li>• Participated in WSDOT's Freight Stakeholder Group.</li> </ul>
	<ul style="list-style-type: none"> <li>• Participated in North Spokane Corridor Executive Committee.</li> </ul>
	<ul style="list-style-type: none"> <li>• Participated in Spokane Regional Transportation Management Center Board and Committees.</li> </ul>
	<ul style="list-style-type: none"> <li>• Participated in Intermountain West MPO Directors Meetings.</li> </ul>
	<ul style="list-style-type: none"> <li>• Conducted monthly meetings of SRTC Board of Directors, Transportation Technical Committee, and Transportation Advisory Committee.</li> </ul>
	<ul style="list-style-type: none"> <li>• Participated on WSDOT's Commercial Aviation Coordinating Commission.</li> </ul>
	<ul style="list-style-type: none"> <li>• Prepared CY 2020 and CY 2021 Budget and Indirect Cost Plans; both approved by the Board.</li> </ul>
	<ul style="list-style-type: none"> <li>• Completed successful audits by the Washington State Auditor's Office in 2019 and 2020 containing no findings.</li> </ul>
	<ul style="list-style-type: none"> <li>• Held multiple meetings with Board members discussing upcoming revisions to SRTC Interlocal Agreement.</li> </ul>

<b>Task 2</b>	<b>Public and Stakeholder Participation and Coordination</b>
	<ul style="list-style-type: none"> <li>• Increased social media presence, with 1,670 Twitter followers and 465 Facebook page "likes", and 95 followers on LinkedIn.</li> </ul>
	<ul style="list-style-type: none"> <li>• Due to Covid-19, all Board, TTC and TAC meetings moved to a video conference platform in March 2020; the change from in person meetings has increased public participation numbers at the meetings. All in-person public outreach was suspended and all the community events in which SRTC traditionally participates for outreach (such as Summer Parkways, Bike Swap, Felts Field Neighbor Day, etc.) were canceled.</li> </ul>
	<ul style="list-style-type: none"> <li>• In coordination with Avista Utilities and many other public and private partners, SRTC was awarded</li> </ul>

a \$2.5 M grant from Washington Department of Commerce to build electric vehicle charging station infrastructure in the region. Electrification Grant.
<ul style="list-style-type: none"> <li>• Held a virtual open house to present the draft 2021-2024 TIP to the public.</li> </ul>
<ul style="list-style-type: none"> <li>• Participated on the steering committee for the Spokane Transportation Collaborative.</li> </ul>
<ul style="list-style-type: none"> <li>• Restructured the Transportation Advisory Committee (TAC), SRTC's advisory committee of community members. Created a contextual area-based application, conducted both in-person and telephone interviews, culminating in a 13-member group appointed by the Board of Directors in April 2020.</li> </ul>
<ul style="list-style-type: none"> <li>• Participated on the WSDOT Highway Systems Plan.</li> </ul>
<ul style="list-style-type: none"> <li>• Participated on the Spokane County Complete Count Committee for Census 2020.</li> </ul>
<ul style="list-style-type: none"> <li>• Coordinated with Commute Smart NW to develop an updated regional paper bike map, which will be distributed free of charge throughout the community in 2021.</li> </ul>

### **Task 3      Data Management and Systems Analysis**

<ul style="list-style-type: none"> <li>• Continued to address recommendations in the regional travel demand model peer review report.</li> </ul>
<ul style="list-style-type: none"> <li>• Worked on and discussed model improvement and land use considerations through the DATA project, which is a multi-year effort to improve suite of analytic tools. This included robust stakeholder engagement to solicit input on local agency data applications needs, consultant selection and contracting, and continuing coordination with consultant/project teams.</li> </ul>
<ul style="list-style-type: none"> <li>• Developed methodology for updating land use forecasts for MTP horizon year of 2045.</li> </ul>
<ul style="list-style-type: none"> <li>• Acquired, updated, and maintained demographic, socioeconomic, land use, and transportation data in geospatial and other formats in support of transportation planning as appropriate.</li> </ul>
<ul style="list-style-type: none"> <li>• Collaborated with other agencies in data and analysis sharing as needed.</li> </ul>
<ul style="list-style-type: none"> <li>• Initiated work to review cloud-based solutions for the GIS program.</li> </ul>
<ul style="list-style-type: none"> <li>• Provided GIS data, mapping, and GIS support to member jurisdictions.</li> </ul>
<ul style="list-style-type: none"> <li>• Expanded the use of ArcGIS Online interactive mapping and data capabilities to provide partner agencies and the public transportation relevant maps and data.</li> </ul>
<ul style="list-style-type: none"> <li>• Visualized environmental justice and social equity-related data for the Social Equity Mapping Tool.</li> </ul>
<ul style="list-style-type: none"> <li>• Developed methodology for updating land use forecasts for the MTP horizon year of 2045.</li> </ul>
<ul style="list-style-type: none"> <li>• Provided model data and modeling support to member agencies for several projects, studies and other planning efforts.</li> </ul>
<ul style="list-style-type: none"> <li>• Coordinated the PSAP process to validate and update census geographies for Census 2020.</li> </ul>

### **Task 4      Metropolitan Transportation Plan (MTP)**

<ul style="list-style-type: none"> <li>• Completed the financial forecast for MTP update; accepted by the Board March 2021.</li> </ul>
<ul style="list-style-type: none"> <li>• Updated the methodology for the base and horizon year land use forecasts for 2021 MTP; approved by the Board in September 2020.</li> </ul>

<ul style="list-style-type: none"> <li>• Launched a scoping of needs analysis and public involvement elements of the MTP update.</li> </ul>
<ul style="list-style-type: none"> <li>• Participated quarterly in the air quality interagency consultation process with FHWA, FTA and EPA.</li> </ul>
<ul style="list-style-type: none"> <li>• Using the expertise of a performance management working group for input, the SRTC Board agreed to support WSDOT's performance targets for PM2 and PM3 federal rules 23 CFR 490 and developed project selection criteria to support statewide performance targets.</li> </ul>
<ul style="list-style-type: none"> <li>• Participated in WSDOT performance management technical meetings and provided feedback to the agency.</li> </ul>
<ul style="list-style-type: none"> <li>• Participated in many WSDOT project meetings such as Target Zero, US 2 West Plains Subarea Transportation Management Plan, Active Transportation Plan, Highway Systems Plan, Practical Solutions efforts, and others.</li> </ul>
<ul style="list-style-type: none"> <li>• Developed performance criteria in the 2021 Call for Projects prioritization process to help support statewide performance targets.</li> </ul>
<ul style="list-style-type: none"> <li>• Coordinated the installation of bicycle and pedestrian counters at six locations in four jurisdictions.</li> </ul>
<ul style="list-style-type: none"> <li>• Conducted Active Transportation coordination meetings with member jurisdictions and other interested stakeholders.</li> </ul>
<ul style="list-style-type: none"> <li>• Launched review of regional bicycle priority network as part of the MTP update.</li> </ul>
<ul style="list-style-type: none"> <li>• Participated on the Spokane Transportation Collaborative steering committee, a group focused on enhancing transportation choices and promoting projects consistent with needs identified in the 2018 Coordinated Public Transit-Human Services Transportation Plan.</li> </ul>
<ul style="list-style-type: none"> <li>• Established a Freight Subject Matter Expert (SME) Team consisting of agency partner staff, private sector representatives and other freight interests to provide input into the Freight Study and Investment Plan.</li> </ul>
<ul style="list-style-type: none"> <li>• Scoped and began work on a regional freight mobility study and investment strategy in partnership with Freight SME team.</li> </ul>
<ul style="list-style-type: none"> <li>• Purchased ATRI data and partnered with Eastern Washington University's GIS Department to process ATRI data into the regional freight mobility study.</li> </ul>

<b>Task 5      Transportation Improvement Program (TIP)</b>
<ul style="list-style-type: none"> <li>• Developed the 2020-2023 and 2021-2024 TIP.</li> </ul>
<ul style="list-style-type: none"> <li>• Developed the 2020 and 2021 TIP Guidebooks which strengthened policies for project delivery.</li> </ul>
<ul style="list-style-type: none"> <li>• Maintained current TIP with amendments and/or administrative modifications processed monthly and uploaded on ArcGIS Online.</li> </ul>
<ul style="list-style-type: none"> <li>• Coordinated monthly meetings of the multi-jurisdictional TIP Working Group.</li> </ul>
<ul style="list-style-type: none"> <li>• Conducted air quality conformity reviews on the 2020-2023 TIP, the 2021-2024 TIP and TIP amendments.</li> </ul>
<ul style="list-style-type: none"> <li>• Coordinated with Washington State Dept of Ecology and vehicle miles traveled data.</li> </ul>
<ul style="list-style-type: none"> <li>• Submitted annual CMAQ and TAP reports.</li> </ul>
<ul style="list-style-type: none"> <li>• Developed TIP Obligation Reports for 2020 and 2021.</li> </ul>

- Supplied assistance to member agencies with grant applications and communications on funding sources.

## **Task 6      Congestion Management Process (CMP)**

- Provided data and analysis for regional priority strategy process related to I-90 congestion effort for corridor strategies.
- Participated in developing an ATMS application for funding.
- Participated on the Spokane Regional Transportation Management Center Operations Board for 2020 and 2021.
- Participated in hosting an intelligent transportation system (ITS) education series.
- Participated in the development of the Regional ITS Architecture Plan, accepted by the Board in November 2019.
- Participated in training for Acyclia Bluetooth Readers on SRTC congested corridors.

## **Task 7      Planning Consultation and Studies**

- Provided traffic count, travel forecast, statistical, GIS, mapping/cartographic products, travel demand modeling support and other resources to partner and community agencies as requested.
- Developed scope and RFQs for the Division Street corridor analysis and US 195 / Interstate 90 Study; Initiated studies and made progress on several deliverables.
- Participated on STA's Central City Line Advisory Committee.
- Participated in the West Plains Connections (6<sup>th</sup>/10<sup>th</sup>/23<sup>rd</sup> St transportation study) and the City of Spokane's Ray-Freya Crossover Study.

## **Task 8      RTPO Planning Functions**

- Conducted reviews and multi-modal level of service analyses of local jurisdictions' comprehensive plan updates and amendments in accordance with SRTC policies and procedures. Reviewed, and certified when applicable, member agencies' comprehensive plan amendments and updates for transportation consistency with the MTP and specified RCW transportation planning requirements.
- Managed SRTC's internal Commute Trip Reduction program. Provided data and analysis to support countywide CTR program.
- Participated in Ruckelshaus discussion meetings with WSDOT and other RTPOs.
- Began reevaluation of household and job allocations with member agencies.
- Served as grant administrator for Washington OFM funding for 2020 Census public outreach.
- Monitored GMA efforts at the state level. Provided Board and Committee education on GMA and RTPO requirements.
- Conducted model analyses for member jurisdictions and agencies.

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## SFY 2022-2023 UPWP TASKS

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The SFY 2022-2023 UPWP identifies priorities for the Spokane Metropolitan Planning Area and allocates resources to specific needs and projects. It also assists local, state, and federal agencies in coordination of urban transportation planning activities.

The tasks and subtasks to be accomplished and developed under the SFY 2020-2021 UPWP are listed in Table 1. In addition, Table 1 provides a generalized illustration of whether a particular task or subtask is primarily undertaken to satisfy federal (MPO), state (RTPO), or both federal and state requirements. Subtasks have been added to provide SRTC the ability to track staff time and deliverables under areas of interest and to align that effort with the areas of focus.

Table 1: SFY 2022-2023 UPWP Tasks and Subtasks

Task	MPO	RTPO
<b>1. Program Administration and Coordination</b>		
1.1 Program Management and Support	•	•
1.2 Professional Development and Training	•	•
1.3 MPO Agreements	•	
1.4 Coordination with State and Federal Legislators	•	
1.5 Professional Development & Training	•	•
1.6 Unified Planning Work Program	•	
<b>2. Public and Stakeholder Participation and Coordination</b>		
2.1 Public Coordination and Outreach	•	•
2.2 Stakeholder Coordination	•	•
2.3 Title VI & Environmental Justice	•	•
2.4 Webpage and Social Media Management	•	•
<b>3. Data Management and Systems Analysis</b>		
3.1 Data and Software Management	•	•
3.2 GIS and Spatial Analysis	•	•
3.3 Data Visualization and Cartography	•	•
3.4 Socioeconomic Data Collection and Forecasting	•	•
3.5 Systems Analysis and Data Application	•	
3.6 Air Quality and Transportation Conformity	•	
<b>4. Metropolitan Transportation Plan (MTP) and General Long-Range Transportation Planning</b>		
4.1 Long Range Transportation Planning	•	•
4.2 Equity Planning	•	
4.3 Climate Change and Resiliency	•	•
4.4 WSDOT Support and Coordination	•	•

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<b>5. Transportation Improvement Program</b>		
5.1 TIP Development and Maintenance	•	•
5.2 Coordinate and Tracking Projects	•	•
<b>6. Congestion Management Process (CMP)</b>		
All activities	•	
<b>7. Planning Consultation and Studies</b>		
7.1 I-90/US 195 Study	•	
7.2 Division Street Reimagined	•	
7.3 Coordinated Public Transit-Human Services Transportation Plan	•	•
<b>8. RTPO Planning Functions</b>		
All activities		•

The overview for each task and subtask are identified in Table 1 are provided beginning on page 12. Major milestones and products for each task are identified next. Following this are the detailed subtasks and the ongoing tasks that are conducted throughout the entire planning period. Next are unfunded planning activities and the responsibility for each task. Budget information follows, including federal, state, and local transportation planning estimated revenues and expenditures and a comparison to the last UPWP budget for reference purposes.

## Federal and State Areas of Emphasis

Federal and state emphasis areas are addressed in the SFY 2022-2023 UPWP including:

### MAP-21 and FAST Act Implementation

#### *Transportation Performance Management*

- SRTC will continue tracking Federal notices of proposed rulemaking as they pertain to performance management and will inform and aid local agencies of the notices and changes.
- SRTC will update, monitor, and maintain performance management data as determined by the FAST Act.
- SRTC has integrated Performance Based Planning into all steps of its process from the MTP- Horizon 2040 to the TIP application process.
- SRTC will continue to collaborate with WSDOT to set statewide and MPO performance measure targets.
- SRTC's TTC and Board of Directors will consider the targets financial implication and relationship to its efforts on performance-based planning. SRTC will integrate this approach into its' work on a freight strategic plan, land use modeling, and project funding.
- SRTC is aware of new federal priorities and is tracking and responding to the information.

### Models of Regional Planning Cooperation

*Promote cooperation and coordination across MPO boundaries and across state boundaries where appropriate to ensure a regional approach to transportation planning.*

- SRTC will coordinate development of SFY 2022-2023 UPWP with FHWA, FTA, STA, and WSDOT's

Transportation Planning Office and Eastern Region's Planning Office.

- SRTC will coordinate with federal, state, local, and Tribal agencies regarding regional transportation issues.
- SRTC will monitor federal and state legislative actions.
- SRTC will participate and coordinate in WSDOT Plan Alignment Work Group (PAWG).
- SRTC will provide input and technical assistance as needed on WSDOT's Highway Systems Plan update.
- SRTC will review and certify local updates and amendments to comprehensive plans and the county wide plan policies for consistency with SRTC's Plan Review and Certification Process Instruction Manual.
- SRTC will continue interaction with Intermountain MPO group, and other MPOs and agencies, to share information, MPO practices, data uses, techniques, and plans.

### **Ladders of Opportunity**

*Access to essential services: as part of the transportation planning process, identify transportation connectivity gaps in access to essential services.*

- SRTC will incorporate text related to access gaps into future MTP updates within the Title VI and Americans with Disabilities Act (ADA) sections.
- SRTC will reach out to "traditionally underserved" populations for the purpose of education and awareness regarding corridor plans and the long-range transportation plan, Horizon 2040 through coordination with local agencies.

### **Tribal Consultation**

*Coordinate and invite participation with Tribal governments on the development of their regional transportation plans and programs.*

- SRTC will coordinate with Tribal governments and invite the Tribe to join the Board.
- SRTC will maintain coordination with Tribal and Land Management agencies per SRTC's Tribal and Land Management Coordination policies.
- SRTC will coordinate Tribal participation in the TIP process.

### **Interlocal Agreements**

*Create or update as needed. Interlocal agreements are the legal instrument used to establish MPOs and RTPOs.*

- SRTC will review existing MOU (signed January 15, 2013) for any changes necessary in coordination with WSDOT and STA.
- SRTC will finish an update of Interlocal Agreement for federal and state required changes, including Tribal membership and voting changes due to population from census results, dues, and other changes directed by the Board.

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## TASK 1

### PROGRAM ADMINISTRATION & COORDINATION

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#### Overview-Task 1

Program Administration is a core MPO and RTPO function. The purpose of this task is to administer the overall metropolitan transportation planning process in an open and collaborative environment. Program administration activities are undertaken to ensure MPO compliance with applicable provisions of Titles 23, 40, and 49 of the US Code and the Code of Federal Regulations that call for a continuing, comprehensive, and cooperative metropolitan transportation planning process. Program administration activities also ensure RTPO compliance with RCW 47.80 and Chapter 468-86 WAC. Program Administration is a core MPO and RTPO function and includes the development and tracking of the Unified Planning Work Program.

#### Major Milestones and Products-Task 1

- Submit MPO Self-Certification to WSDOT Tribal and Regional Coordination Liaison. (September 2021 and September 2022)
- Review and update Interlocal Agreement; potential changes include modification of membership structure due to state and federal requirements, census data, dues, and any other Board directed alterations. (July 2021)
- Review progress to date on existing MOA (signed January 15, 2013) in coordination with WSDOT and STA. Review for possible changes, a process for target setting and adoption, and adopt amendment(s) if necessary. (June 2022)
- Develop the Annual UPWP Performance and Expenditure Report as required by federal regulations. (September 2021 and September 2022)
- Hold orientation sessions for SRTC Board Members (February 2022)
- Review of 2022-2023 UPWP for modifications (February 2022 and February 2023)
- Prepare the SFY2024-2025 UPWP (February 2023)
- Develop Unified Regional Transportation Priorities (June 2021-December 2021, June 2022-December-2022)

#### Sub-Task 1.1      Program Management and Support

This subtask includes the activities necessary to effectively manage the metropolitan transportation planning process as required by federal and state regulations:

##### Sub-Task 1.1 Ongoing/Continuous Activities

- Administer the metropolitan transportation planning process that complies with applicable federal and state regulations.
- Coordinate meetings and provide support to the Board of Directors, Transportation Technical Committee, Transportation Advisory Committee.

- Coordinate with federal, state, local agencies, Tribes, and other partners regarding regional transportation issues, plans, studies, funding, and implementation programs.
- Coordinate and consult with WSDOT, STA, member agencies, Tribal governments, other MPOs, other RTPs, and other local agencies and planning partners.
- Develop and monitor program activities, interagency agreements, the annual SRTC budget, and the annual Indirect Cost Plan.
- Conduct financial planning and management, including the administration of planning grants.
- Purchase office equipment, supplies, computer hardware, and software.
- Manage and submit reports on agency fiscal status.
- Develop and administer agency policies and procedures.
- Managing staff and providing agency leadership.

## **Sub-Task 1.2      Federal Transportation Planning Certification**

The Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) conducted a joint site review of the Spokane metropolitan area's transportation planning process in late 2019. This Transportation Planning Certification Review is required by federal regulations every four years for metropolitan areas that exceed a population of 200,000 and have been designated as a Transportation Management Area (TMA).

During the review, the FHWA and FTA made several recommendations, but found no corrective actions needed. It was certified that the transportation planning process in the Spokane metropolitan area meets the applicable program and regulatory requirements of 23 CFR 450. The next certification review is expected to begin in mid-2023.

### **Sub-Task 1.2 Ongoing/Continuous Activities**

- Implement recommendations from the January 2020 Federal Transportation Planning Certification Review Final Report.

## **Sub-Task 1.3      MPO Agreements**

In 2013, the SRTC Board approved a new Interlocal Agreement (ILA) which outlines the governance structure and cooperative process for carrying out the metropolitan transportation planning process. At the time of the UPWP the ILA is presently being updated to accurately reflect population-based representation, tribal representation and voting structure. This 2021 ILA will supersede the 2013 ILA.

The 2013 MOA between SRTC, WSDOT, and Spokane Transit Administration (STA) will be reviewed and modified if any changes are needed as noted in the milestones above.

## **Sub-Task 1.4      Coordination with State and Federal Legislators**

Periodically SRTC staff is asked to provide technical information about the status of transportation plans and programs to both state and federal legislators. SRTC staff also provide updates on metropolitan planning activities where legislators and/or their staff members may be present. In addition, pursuant to RCW 47.80.040, any member of the House of Representatives or the State Senate whose districts are

wholly or partly within the boundaries of the regional transportation planning organization are considered ex officio, nonvoting board members of the regional transportation planning organization. As such, SRTC staff coordinates with area members of the state legislature as regular ex officio members of the SRTC Board.

SRTC does not use federal revenue when expenditures include staff time, travel, lodging, or meals for legislative functions. SRTC maintains a binder with anti-lobbying rules and regulations regarding unallowable costs. It is periodically reviewed by SRTC staff who interact with policy makers or manage contracts.

During SFY 2022-2023, the Executive Director may participate in the following community organized trips to meet with state and federal legislators. Both trips will be paid for solely with local funds:

- Regional Olympia Fly-In (January 2022, January 2023)
- Regional Washington DC Fly-In (April 2022, April 2023)

#### **Sub-Task 1.4 Ongoing/Continuous Activities**

- Monitor federal and state legislative issues and actions.
- Review anti-lobbying rules and regulations.
- Provide information regarding regional transportation projects and Board approved priority projects and policies.

#### **Subtask 1.5 Professional Development and Training**

This subtask provides for ongoing staff training to include attending conferences, seminars, and training sessions within budget constraints. Professional development and training are fundamental components of maintaining a qualified, up-to-date professional staff. Training requirements are particularly important for a small MPO staff responsible for staying abreast of changing federal and state regulations and planning requirements, travel demand modeling, air quality conformity modeling, Geographic Information Systems, and computer hardware, software, and network systems.

On an annual basis SRTC compiles a detailed spreadsheet to determine the training needs and costs for staff members to attend needed training. This task also includes costs for professional and trade associations such as the Association of Metropolitan Planning Associations (AMPO) and National Association of Regional Councils (NARC).

SRTC is also focused on attracting and retaining highly qualified employees. This task includes training and certification for professional planners through American Planning Associations (APA) AICP Certification program and other professional training for Geographic Information Systems (GIS).

#### **Sub-Task 1.5 Ongoing/Continuous Activities**

- Complete various professional development and training by staff, including travel demand modeling (VISUM), air quality conformity (MOVES), Geographic Information Systems (ArcGIS), transportation planning and programming, computer programming, statistical data and methods, leadership and management training, project management, Title VI, Environmental Justice, and congestion management planning. Includes costs of certification, membership, and participation in statewide, regional, and national trade organizations

## Sub-Task 1.6 Unified Planning Work Program

SRTC will develop and maintain the SFY 2022-2023 UPWP to coordinate metropolitan planning activities between SRTC and its member agencies, define planning activities, and identify funding sources for those activities. The UPWP is a core MPO function and identifies and organizes RTPPO planning activities. SRTC staff serves as lead in coordination with member agencies, STA, and WSDOT.

### Sub-Task 1.6 Ongoing/Continuous Activities

- Maintain the SFY 2022-2023 UPWP, which identifies transportation planning activities to be undertaken in the SMPA using federal, state, and local funds.
- Periodically update the Board of Directors on progress in implementing the SFY 2022-2023 UPWP. As needed, submit UPWP amendments to the Board for approval and forward to FHWA and FTA.

## Unfunded Activities-Task 1

- None

## Responsibilities-Task 1

SRTC staff serves as lead in coordination with members, STA and WSDOT.

## Summary of Revenues and Expenditures-Task 1

### Revenues

FHWA-PL	\$ 572,455
FTA-5303	\$ 144,459
FHWA-STBG-Metro Planning	\$ 0
RTPPO	\$ 100,000
Local	\$ 25,626
TOTAL	\$ 842,540

### Expenditures

Salaries & Benefits	\$ 516,403
Overhead	\$ 251,387
Direct Costs	\$ 74,750
Consultants	\$ 0
TOTAL	\$ 842,540

### Budget Comparison

SFY 2022-2023	\$ 842,540
SFY 2020-2021	\$ 756,170

### FTE Staffing Comparison

SFY 2022-2023	1.85
SFY 2020-2021	1.59

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## TASK 2

### PUBLIC & STAKEHOLDER PARTICIPATION & COORDINATION

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#### Overview-Task 2

SRTC creates opportunities for public and stakeholder involvement, participation, and consultation to support planning and programming activities. This is a core MPO and RTPO function. A robust and ongoing public and stakeholder participation and coordination process is a vital component of a successful metropolitan transportation planning process. SRTC supports public coordination an outreach, stakeholder coordination, Title VI and Environmental Justice and online presence to fulfill this objective. Key provisions in the Public Participation Plan (PPP) provides information to the public and stakeholders; timely public notice of SRTC meetings; public comment periods, and other activities; full public access to key decisions and decision-making processes; and support for early and continuing involvement of the public in all planning and programming activities.

#### Major Milestones and Products-Task 2

- Complete a public workshop series for Public Participation Plan update. (September 2021)
- Board approval of the Public Participation Plan update. (December 2021)
- Develop and conduct agencywide education events regarding environmental justice, racial equity, and strategies to effectively engage communities and improve outcomes. (October 2021-March 2022)
- Maintain the social equity mapping tool, including updating data, language and messaging as needed. (June 2022)
- Update the SRTC Website to improve user experience and elevate engagement tools. (December 2022)
- Deliver a user-friendly interactive webpage for the Metropolitan Transportation Plan update with the assistance of a consultant. (December 2021- March 2022)

#### Sub-Task 2.1 Public Coordination and Outreach

In accordance with applicable federal requirements and adopted public participation procedures, SRTC provides the public with opportunities to participate in the metropolitan planning process. SRTC does this by providing information on specific issues through a variety of channels, as well as providing opportunities to engage in the process at multiple points. SRTC has developed a Public Participation Plan (PPP) to identify specific stakeholders, methods used to engage them, and channels to disseminate project-specific or plan-specific information to them. The return to traditional in-person outreach remains tentative considering COVID-19.

In general, the outreach methods employed by SRTC include:

- Roundtables, focus groups, and stakeholder interviews on regional transportation issues and priorities.

- Presentations to diverse groups of various sizes and interest areas, with specific attention to Title VI and populations with transportation barriers.
- Open houses and public meetings, both in-person and online, to inform the public about major SRTC activities and projects.
- Participation in open houses, public meetings, and events hosted by other jurisdictions and agencies.
- Surveys.
- Social media sites including a blog, Facebook, Twitter, and LinkedIn
- Press releases to local media.
- SRTC presence at community events.
- Email distribution lists, flyers and/or direct mailings to publicize meetings and events.
- Coordination with member agencies and community groups to promote SRTC activities through websites, social media posts and other methods.
- Maintaining coordination with Tribal and Land Management agencies per SRTC's Tribal and Land Management Coordination policies.

#### **Sub-Task 2.1 Ongoing/Continuous Activities**

- Maintain contact databases.
- Develop dynamic presentation and education outreach materials.
- Hold open houses and public meetings to engage and receive feedback.
- Provide alternate communication methods for those without internet.
- Apply enhanced outreach efforts to traditionally underserved populations for information gathering and project engagement.
- Implement the Public Participation Plan.
- Complete training to improve social media methods.

#### **Sub-Task 2.2 Stakeholder Coordination**

This subtask provides for continuous outreach to resource agencies, freight operators, security agencies, inter-regional transit, rail providers, and air cargo carriers to integrate them into the metropolitan transportation planning process.

#### **Sub-Task 2.2 Ongoing/Continuous Activities**

- Communicate and coordinate with local Native American Tribes.
- Build and maintain relationships with staff at other agencies for the purpose of coordination on projects and studies and the promotion of other agency's activities on SRTC's social media sites, and vice versa. Utilize stakeholder and focus groups during agency transportation sub-area, and other, studies.
- Include staff from other agencies on SRTC committees and sub-committees and working groups. Facilitate and encourage information-sharing between member agencies.



- Evaluate outreach and public feedback for integration into planning activities. Document how feedback is used in processes, documents, and strategies.

### **Subtask 2.3 Title VI & Environmental Justice**

In accordance with federal requirements (Title VI and Executive Orders), this subtask identifies environmental justice issues at the regional and project levels. It also provides a means to assess the adequacy of current strategies by focusing on public involvement activities and assessment techniques applied to the MTP and TIP. Additional strategies will be identified and implemented as appropriate.

#### **Sub-Task 2.3 Ongoing/Continuous Activities**

- Gather meaningful input from all sectors of the public regarding SRTC projects and activities, including under-served populations such as the elderly, disabled, low-income, people who speak English as a second language, minorities, and those who may be disproportionately impacted by transportation planning and projects.
- Include people interested in transportation options for the populations listed above as members of the Transportation Advisory Committee.
- Update the Title VI Plan and Environmental Justice information in planning documents as needed.
- Produce the Annual Title VI Report, which includes outreach tracking for the prior year (November 2021)

### **Subtask 2.4 Webpage and Social Media Management**

SRTC maintains an informative and easy-to-use website which is updated multiple times per week. It contains SRTC plans, projects, governing documents, ArcGIS maps, and other reference documents as well as a calendar of upcoming meetings, public comment periods and other agency activities. Board and committee meeting packet and call for projects are posted to the website along with links to other helpful transportation resources in the community. SRTC also maintains and updates social medial accounts in Facebook, LinkedIn and Twitter to share information on transportation issues and to increase awareness of SRTC.

#### **Sub-Task 2.3 Ongoing/Continuous Activities**

- Update the website as needed for upcoming meeting and events, reference documents, contact information, etc.
- Post meeting notices, public comment opportunities, national/regional transportation articles of interest, construction notices, etc. on Facebook, Twitter, and LinkedIn.

### **Unfunded Activities-Task 2**

- Develop an engagement plan to respond to the elevated need for environment justice and racial equity evaluations and outreach.
- Procure MPO level public polling software such as Metro Quest or comparable.
- Additional Public Outreach consultant services.

## Responsibilities-Task 2

SRTC staff serves as the lead in coordination with member agencies, STA, WSDOT, other resource agencies, and stakeholders. The update to the SRTC website will be contracted services.

## Summary of Revenues and Expenditures-Task 2

### Revenues

FHWA-PL	\$ 74,500
FTA-5303	\$ 45,106
FHWA-STBG-Metro Planning	\$ 0
RTPO	\$ 20,000
Local	\$ 17,289
TOTAL	\$ 156,895

### Expenditures

Salaries & Benefits	\$ 86,483
Overhead	\$ 43,212
Direct Costs	\$ 2,200
Consultants	\$ 25,000
TOTAL	\$ 156,895

### Budget Comparison

SFY 2022-2023	\$ 156,895
SFY 2020-2021	\$ 177,744

### FTE Staffing Comparison

SFY 2022-2023	.43
SFY 2020-2021	.43

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## TASK 3

### DATA MANAGEMENT AND SYSTEMS ANALYSIS

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#### Overview-Task 3

This task is a core MPO and RTPD function. All data, analysis and tools from this task are intended to facilitate informed decision-making by elected and governing officials for other tasks identified in this UPWP including the MTP, the TIP, and the CMP. The data is applied to the planning process to identify transportation issues, test scenarios, propose solutions, and evaluate activities to be implemented. This task includes collecting, analyzing, maintaining, reporting, and applying data to inform policy decisions. Information in tabular, database, geospatial, and other formats are used. The products are updated and compiled in various formats and made available to SRTC staff, staff from other state and local governments, and the public. This task also involves maintaining various user licenses and agreements and updating computer hardware and software.

SRTC staff coordinates and develops systems and information management tasks with member jurisdictions, STA, WSDOT, Environmental Protection Agency, Washington State Department of Ecology, Spokane Regional Health District and Spokane Clean Air Agency.

#### Major Milestones and Products-Task 3

- Update regional building permit database. (April 2022 and 2023)
- Update and refresh maps and other data visualizations for the MTP. (December 2021)
- Update of base and forecast year models using new land use to coincide with MTP update. (December 2021)
- Map access to public transportation and active transportation routes. (December 2021)
- Update data tables used in Social Equity Mapping Tool as new Census and ACS data tables are made available. (June 2022)
- Implement the SRTC Board adopted Data Application for Transportation Analysis (DATA) design plan. This plan includes several critical investments in data acquisition and tool development. Investments include a household travel survey, travel demand model improvements, passive data, updated traffic counts, land use management system, and an online data hub. (Estimated completion December 2023)

#### Sub-Task 3.1      Data and Software Management

Data and software management includes maintaining a variety of datasets used to support regional planning and technical analysis work. It also involves administering and updating SRTC's data analysis and visualization software, as needed. This task supports the MTP, TIP, CMP, and other tasks detailed in work program.

#### Sub-Task 3.1 Ongoing/Continuous Activities

- Acquire, update, and maintain various tabular, database, and geospatial datasets.
- Update and maintain datasets on SRTC's ArcGIS Online portal.
- Collaborate with other agencies to update and share data products and analyses.
- Assess data management process, catalog data sources, develop data architecture plan and recommendations.
- Research new developments in GIS and information technology for analysis and public dissemination of data and plans.
- Administer, update, and review data and visualization software.

### **Sub-Task 3.2 GIS and Spatial Analysis**

GIS and spatial analysis involve using a variety of tools to analyze geospatial data in support of SRTC and its member agencies' planning efforts. It also includes preparing detailed methodologies, metadata, and other documentation for ongoing technical analysis projects and programs. This task supports the MTP, TIP, CMP, and other tasks detailed in work program.

#### **Sub-Task 3.2 Ongoing/Continuous Activities**

- Collect and evaluate existing geospatial data.
- Create new geospatial datasets.
- Research and develop spatial data analysis methods to support SRTC planning work.
- Utilize GIS and other tools to process and analyze geospatial data.
- Prepare methodologies, metadata, and other documentation for SRTC's geospatial datasets and technical analysis projects.
- Provide GIS and other technical assistance to member agencies.
- Respond to data and analysis requests.

### **Sub-Task 3.3 Data Visualization and Cartography**

Data visualization and cartography focuses on providing information to the public and decision-makers by applying design and visualization techniques to explain the results of technical analyses in a clear and accessible manner. This includes preparing maps, charts, graphs, tables, and other visualizations for both internal and external audiences. This task supports the MTP, TIP, CMP, and other tasks detailed in work program.

#### **Sub-Task 3.3 Ongoing/Continuous Activities**

- Produce high-quality maps and other data visualizations to support SRTC planning and analysis work.
- Prepare map and data visualization templates, where possible, to increase efficiency and

consistency.

- Research best practices and techniques in data visualization and cartographic design to enhance the clarity and accessibility of SRTC's planning products.
- Update existing maps and data visualizations, as needed.
- Develop and maintain interactive maps and applications on ArcGIS Online.

### **Sub-Task 3.4 Socioeconomic Data Collection and Forecasting**

Socioeconomic data collection and forecasting involves the development and maintenance of SRTC's land use forecast. This includes compiling data from various sources to create base year datasets, monitoring regional growth and development trends, and using these inputs to develop population and employment forecasts.

#### **Sub-Task 3.4 Ongoing/Continuous Activities**

- Review and evaluate regional growth and development trends.
- Acquire, update, and maintain various socioeconomic and land use datasets pertaining to employment, growth and development, demographics, and land capacity.
- Review and update land use forecast methodology, as needed, to ensure consistency with local agency planning efforts.

### **Sub-Task 3.5 Systems Analysis and Data Application**

Systems Analysis includes a variety of tools that apply relevant data to help understand how people and goods might travel the system in the future. Diverse data application allows SRTC to consider a variety of possible future impacts which could affect system performance.

The travel demand model forecasts future demand for roadways and transit services and calculates the share of trips completed by a combined bicycle/pedestrian mode. This tool is used in planning a transportation system that serves the future needs of the region and is also a critical element in the air quality conformity determination process.

The travel demand model is used to understand the current and future condition of the regional transportation system. SRTC staff is responsible for maintaining the 2019/2045 regional travel demand model set and related technical tools.

#### **Sub-Task 3.5 Ongoing/Continuous Activities**

- Maintenance of the 2019/2045 model set to include: 2019 base year and 2045 forecast year. Model maintenance includes making any updates or corrections to the transportation network or input files. Revisions will be incorporated in the next model update.
- Complete model data requests for member agencies and/or public, as needed. (Note: Significant modeling requests or analysis are considered under Task 7 Planning Consultation and Studies.)

- As part of an ongoing project, existing planning tools will be updated, and new tools will be developed.

### **Sub-Task 3.6 Air Quality and Transportation Conformity**

Activities under this task focus on planning efforts that maintain the National Ambient Air Quality Standards (NAAQS) by assessing and avoiding or mitigating adverse impacts of mobile-source pollutants on existing and future transportation systems. In SFY 2022-2023 SRTC will continue to work with the Washington State Department of Ecology on refining the data inputs used in EPA's MOVES air quality modeling software.

#### **Sub-Task 3.6 Ongoing/Continuous Activities**

- Conduct Air Quality Conformity determinations for the MTP, TIP, and TIP amendments.
- Complete project-level air quality analysis for CO and PM<sub>10</sub> as required in the CO Maintenance Plan and PM<sub>10</sub> Limited Maintenance Plan.
- Continue coordination with the Washington State Department of Ecology on vehicle miles traveled (VMT) data required for the transportation sector portion of their emissions inventory and necessary input files needed to run MOVES per the federal requirements.
- Monitor federal and state legislation and activities related to climate change and National Ambient Air Quality Standards (NAAQS) of criteria pollutants that have current or future impacts to the Spokane Metropolitan Planning Area (SMPA).
- Initiate Air Quality Interagency Consultation Process as needed.

### **Unfunded Activities-Task 3**

- Ongoing cross-sectional household travel survey.
- Develop a continuous traffic count collection program.
- Develop a regional system for consistently assessing pavement conditions, including potential software requirements.

### **Responsibilities**

SRTC staff coordinates and develops systems and information management tasks with member jurisdictions, STA, WSDOT, Environmental Protection Agency, Washington State Department of Ecology, Spokane Regional Health District and Spokane Clean Air Agency. Tasks in 3.5 related to the DATA project are being executed with consultant assistance pursuant to an existing Local Agency Agreement.

## Summary of Revenues and Expenditures-Task 3

### Revenues

FHWA-PL	\$ 410,990
FTA-5303	\$ 155,383
FHWA-STBG-Metro Planning	\$ 0
FHWA-STBG-DATA	\$ 875,000
RTPO	\$ 51,405
Local	\$ 221,619
TOTAL	\$ 1,714,397

### Expenditures

Salaries & Benefits	\$ 432,587
Overhead	\$ 215,810
Direct Costs	\$ 56,000
Consultants	\$ 1,010,000
TOTAL	\$ 1,714 397

### Budget Comparison

SFY 2022-2023	\$ 1,714,397
SFY 2020-2021	\$ 993,848

### FTE Staffing Comparison

SFY 2022-2023	2.21
SFY 2020-2021	1.35

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## **TASK 4**

### **METROPOLITAN TRANSPORTATION PLANNING & GENERAL LONG-RANGE TRANSPORTATION PLANNING**

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#### **Overview**

The MTP is a core MPO and RTPO requirement with updates occurring at least every four years, per federal planning regulations, and amendments occurring as warranted through coordination with member agencies. Task 4 includes the development of the MTP and a variety of implementation strategies. SRTC will be updating its current MTP and scoping potential future update work tasks during SFY2022-2023. Task 4 focuses on all modes of transportation.

Additionally, a variety of general long-range transportation planning efforts are conducted under this task. These collaborative efforts help identify regional transportation challenges and provide a forum to develop strategies and solutions.

SRTC staff serves as lead in coordination with member agencies, STA, and WSDOT. SRTC specifically coordinates with STA on transit issues related to long-range planning, studies, technical assistance, and federal funding processes. In addition to the data application tasks detailed in Task 3, SRTC participates in WSDOT's Coordinating Committee which provides opportunity for intergovernmental coordination for freight planning and the update to the Highways Systems Plan.

#### **Major Milestones and Products**

- Develop the MTP update, Horizon 2045. (July 2021 - December 2021)
- Educate the Board on the interrelationship of existing principles and performance objectives towards the development of a performance plan. (June 2023)
- In accordance with the performance management, develop freight specific goals and objectives that can be aligned with data collected in Task 3 to monitor and report on system performance. (December 2021)
- Complete Level of Traffic Stress (LTS) analysis of bicycle network. (October 2022)
- Develop an annual unified regional priorities list. (October 2022 and October 2023)
- Utilize a consultant for assistance in equitable outreach and public participation during the MTP update. (July 2021- December 2021)
- Develop and conduct agencywide education events regarding what is environmental justice and racial equity on how to effectively engage communities and improve outcomes. (October 2021- October 2022)
- Perform an equity literature review of best practices, peer MPOs, and DOTs. (October 2022)
- Develop a framework for equity planning with the intent to avoid disproportionately burdening any population based on MPO policies and investments. (December 2022)
- Educate stakeholders on the significance of climate/resilience planning. (September 2022)



- Perform a climate change and resiliency literature review of best practices, peer MPOs, and DOTs. (December 2022)
- Coordinate the successful electrification planning and implementation grant project with stakeholders. (July 2021-June 2023)

### **Sub-Task 4.1 Long-Range Transportation Planning**

Provide regionally coordinated long-range transportation planning to support core MPO and RTPO federal and state requirements including the MTP/Regional Transportation Plan. SRTC is both implementing Horizon 2040, the current MTP, and updating to Horizon 2045 in 2021.

As the forum for cooperative transportation planning and decision-making, the MPO is responsible under this task to ensure a comprehensive, holistic look at the needs of the future. Key elements may include policy and technical work related to freight, transit, transportation demand management, transportation system management and operations, active transportation, maintenance and preservation, resiliency, performance management, social equity, emerging technologies, environmental mitigation, and financial planning.

#### **Sub-Task 4.1 Ongoing/Continuous Activities**

- Track federal notices of proposed rulemaking as they pertain to transportation planning.
- Coordinate performance management data and targets with WSDOT as required by the FAST Act.
- Coordinate public and stakeholder participation activities for long-range planning as delineated in Task 2.
- Update and enhance the systems performance report.
- Align and integrate analytics to monitor and report on long-range policy objectives.

### **Sub-Task 4.2 Equity Planning**

Equity in transportation planning refers to accessible and affordable transportation for everyone in the region. Transportation equity considerations focus on the disparate benefits and burdens of transportation investments on different socioeconomic populations, as well as outcomes that repair inequities from past transportation planning decisions. Equity planning seeks to; achieve a fair distribution of transportation resources, access to transportation, benefits, costs, programs and services based upon differences in income, ability race and ethnicity, and other factors which can affect transportation choices or vulnerability to negative impacts.

#### **Sub-Task 4.2 Ongoing/Continuous Activities**

- Track the latest available social equity and environmental justice-related data sources.
- Monitor equity planning initiatives and regulatory requirements.
- Participate in City of Spokane Equity Map Work Group

### **Sub-Task 4.3      Climate Change /Sustainability/ Resiliency**

Climate change risks have implications to local economies, the environment, health and equity and the ability of governments to provide services. Transportation infrastructure is heavily exposed to climate impacts such as changes in precipitation and snowpack, flooding, size and duration of wildfires, and potential power failures. Well-planned adaption measures can protect infrastructure, economic performance, and quality of life.

Sustainable transportation planning requires planners to analyze the transportation system holistically to include mode choice, infrastructure, and operations and how they relate to the environment, economy, and society. Sustainable transportation is the capacity to support mobility for current generations with the least impact to the environment as to not impair the needs of future generations.

Sustainable transportation systems are physically resilient to climate impacts, provide options in case one mode is disrupted by a climate shock, and reduce greenhouse gas emissions. There are a variety of ways in which a more resilient transportation system can be built, some through interventions that enhance its qualities of robustness and redundancy.

#### **Sub-Task 4.3 Ongoing/Continuous Activities**

- Monitor new technology trends in connected and autonomous vehicles and electric vehicles.
- Coordinate with stakeholders and partners on the Spokane Regional Transportation Electrification grant project and the impact it may have on long-range planning efforts.
- Work with our federal, state, and local partners to understand climate change issues and associated resiliency planning.

### **Sub-Task 4.4      WSDOT Support and Coordination**

SRTC is federally required to engage in performance management in coordination with WSDOT. A significant amount of coordination work and

#### **Sub-Task 4.4 Ongoing/Continuous Activities**

- Participate and coordinate in WSDOT performance management target-setting work groups and other related working groups such as Target Zero.
- Coordinate with WSDOT and local agencies regarding asset management plans.
- Assist with Practical Solutions and the Washington Transportation Plan as requested.
- Participation on WSDOT project teams for Highway Systems Plan, Corridor projects, WSDOT modal plans development, State Freight Plan update and FGTS update.

#### **Unfunded Activities Task 4:**

- Identify and reach out to new community connections that represent environmental justice and

Title VI communities to understand needs and barriers.

- Develop an Equity Plan.
- Develop or participate in a regional climate/resiliency preparedness collaboration.
- Develop a yearly resiliency report to highlight the impact of SRTC programs, policies, and activities on transportation system resiliency.
- Establish a regional methodology for forecasting operations, maintenance, and preservation activities.
- Conduct before and after studies of transportation projects in Spokane County.

## Responsibilities-Task 4

SRTC staff serves as lead in coordination with member agencies, STA, and WSDOT. Consultant services will be utilized for the MTP update.

## Summary of Revenues and Expenditures-Task 4

Revenues		Expenditures	
FHWA-PL	\$ 185,200	Salaries & Benefits	\$ 354,568
FTA-5303	\$ 54,645	Overhead	\$ 176,807
FHWA-STBG-Metro Planning	\$ 225,000	Direct Costs	\$ 0
RTPO	\$ 35,000	Consultants	\$ 20,000
Local	\$ 51,530		
	TOTAL \$ 551,375	TOTAL	\$ 551,375
Budget Comparison		FTE Staffing Comparison	
SFY 2022-2023	\$ 551,375	SFY 2022-2023	1.64
SFY 2020-2021	\$ 842,624	SFY 2020-2021	2.05

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## TASK 5

### TRANSPORTATION IMPROVEMENT PROGRAM

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#### Overview – Task 5

SRTC is responsible for developing, maintaining, and tracking implementation of a Transportation Improvement Program (TIP) that serves and complies with pertinent federal and state requirements. These efforts include implementing a criteria-based project selection process, improving project tracking mechanisms, and continued coordination between member agencies, WSDOT, STA, FHWA, and FTA. SRTC is required to complete a full update to the TIP at least every two years.

Ongoing duties in the TIP include maintenance of the current TIP; processing amendments and/or administrative modifications to the current TIP, as necessary and providing mapping/cartographic products and other GIS support as necessary

SRTC also tracks local agency obligations of federal funds, completes status reports for local agency obligations of federal funds which are periodically presented to SRTC committees and Board. SRTC staff serves as lead in coordination with member agencies, STA, and WSDOT.

#### Major Milestones and Product-Task 5

- Develop and approve the 2022-2025 TIP in accordance with federal and state regulations and the policies set forth in the *2019 TIP Guidebook*. (October 2022)
- Develop and approve the 2023-2026 TIP in accordance with federal and state regulations and the policies set forth in the most recent TIP Guidebook. (October 2023)
- Develop and approve the *2022 TIP Guidebook* to include, but not limited to: updates to policies and procedures for TIP amendments, calls for projects, project prioritization, delayed/deferred projects, and project tracking (pre- and post- obligation). (December 2021)
- Develop and approve the *2023 TIP Guidebook* to include, but not limited to: updates to policies and procedures for TIP amendments, calls for projects, project prioritization, delayed/deferred projects, and project tracking (pre- and post- obligation). (December 2022)
- Complete annual TAP and CMAQ Reports. (January 2022 and January 2023)
- Complete *FFY 2021 Project Obligation Report* in full compliance with federal regulations.
- Complete the *FFY 2022 Project Obligation Report* in compliance with federal regulations.(March 2023)
- Develop and complete a call for projects for SRTC-managed federal funds. (February-July 2022)

## **Sub-Task 5.1 TIP Development and Maintenance**

SRTC contacts members to gather input on new and existing projects and programs that have secured funding. Projects with secured funding which are regional significant and/or federally funded are compiled into the six –year regional TIP. SRTC then ensures regional TIP policies are met, the program is fiscally constraint by year and proceeds with public outreach. The SRTC Board reviews this information, considers public feedback, and ultimately approves the regional TIP which is then submitted to the State TIP process (STIP).

### **Sub-Task 5.1 Ongoing/Continuous Activities**

- Track project status (pre- and post-obligation) of Title 23 and Title 49, Chapter 53 federal funds in accordance with the current TIP Policies and Procedures Guidebook.
- Coordinate Tribal participation in the TIP process.
- Develop and maintain a TIP database which includes regionally significant and federally funded projects.

## **Sub-Task 5.2 Coordination and Tracking Projects**

Activities under this task focus on delivering the TIP program and meeting federal funding obligation targets and fostering the development of upcoming project priorities. SRTC will work collaboratively with member agencies to coordinate and deliver projects in a timely manner to increase funding competitiveness for additional obligation authority for regional priority transportation projects. SRTC also provides technical assistance for scope changes, grant writing and letters of concurrence.

### **Sub-Task 5.2 Ongoing/Continuous Activities**

- Hold monthly check-in meetings with partner agencies to maintain accurate project delivery information and troubleshoot delivery challenges.
- Coordinate upcoming calls for projects and disseminate information to our partner agencies.
- Provide letters of concurrence with regional plans for member agencies.
- Supply assistance with grant applications and communications on behalf of members to other funding agencies as requested for projects consistent with MTP.

## **Unfunded Activities-Task 5**

- Develop a more robust TIP database to include all local TIPs to improve tracking of regional transportation expenditures.

## **Responsibilities-Task 5**

SRTC staff serves as lead in coordination with member agencies, STA, and WSDOT.

## Summary of Revenues and Expenditures-Task 5

Revenues		Expenditures	
FHWA-PL	\$ 28,360	Salaries & Benefits	\$ 260,446
FTA-5303	\$ 22,464	Overhead	\$ 128,118
FHWA-STBG-Metro Planning	\$ 275,000	Direct Costs	\$ 500
RTPO	\$ 8,000	Consultants	\$ 0
Local	\$ 55,240	TOTAL	\$ 389,064
TOTAL	\$ 389,064		

Budget Comparison		FTE Staffing Comparison	
SFY 2022-2023	\$ 389,064	SFY 2022-2023	1.06
SFY 2020-2021	\$ 377,312	SFY 2020-2021	2.05

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## TASK 6

### CONGESTION MANAGEMENT PROCESS

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#### Overview-Task 6

The Congestion Management Process is a core transportation management area function and provides a mechanism for monitoring system-wide and link-based performance for recurring and nonrecurring congestion. The CMP uses performance data to determine the causes and severity of congestion in the region. The CMP is used at various levels of planning and operational analysis from the MTP to the TIP (i.e., system level prioritization) to the development of individual projects (i.e., project level prioritization). A CMP that is integrated into the metropolitan transportation planning process provides comprehensive information on the performance of the transportation system so citizens, elected officials, and member agencies will have up-to-date information regarding congestion levels and implemented strategies. The CMP also fosters collaboration with the Spokane Regional Transportation Management Center (SRTMC) and Intelligent Transportation Systems (ITS) programs and projects.

SRTC staff serves as lead in coordination with member agencies, STA, and WSDOT. Additionally, SRTC will coordinate with FHWA and FTA.

As part of the MPO planning process, SRTC is required to continuously monitor and improve the CMP. Three major SRTC led planning studies will inform future CMP with potential new data source, analytics, and corridors strategies.

#### Major Milestones and Products-Task 6

- Utilize SRTMC Bluetooth readers for corridor data. (December 2021)
- Update the CMP using new data and analytics. (June 2023)

#### Task 6 Ongoing/Continuous Activities

- Review Roadway Capacity Justification Reports for including in the MTP or TIP as needed.
- Collaborate and provide support of travel demand strategies through support of the Spokane Regional Transportation Management Center.
- Participate on the Spokane Regional Transportation Management Center, Executive Board and Operations Board.
- Provide support in updating the Regional ITS Architecture Plan.

#### Unfunded Activities-Task 6

- Develop a TIP database including all projects reported in local and tribal transportation improvement program investments.

## Responsibilities-Task 6

SRTC staff serves as lead in coordination with member agencies, STA, and WSDOT. Additionally, SRTC will coordinate with FHWA and FTA.

## Summary of Revenues and Expenditures-Task 6

Revenues		Expenditures	
FHWA-PL	\$ 0	Salaries & Benefits	\$ 64,659
FTA-5303	\$ 63,500	Overhead	\$ 31,887
FHWA-STBG-Metro Planning	\$ 0	Direct Costs	\$ 0
RTPO	\$ 0	Consultants	\$ 0
Local	\$ 33,046	TOTAL	\$ 96,546
TOTAL	\$ 96,546		
Budget Comparison		FTE Staffing Comparison	
SFY 2022-2023	\$ 96,546	SFY 2022-2023	.25
SFY 2020-2021	\$ 24,520	SFY 2020-2021	.06



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## TASK 7

### PLANNING CONSULTATION & STUDIES

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#### Overview-Task 7

In accordance with the federal metropolitan transportation planning regulations (23 CFR 450), the MPO provides existing data and planning information to, and consults with, federal, state, and local agencies responsible for transportation, land use management, natural resources, environmental protection, public health, conservation, and historic preservation concerning the development of plans and programs.

SRTC will provide planning consultation and coordination for specific transportation planning or related projects as appropriate. SRTC may also serve as a supporting or lead agency for planning consultation, studies, or developing and maintaining inventories. SRTC may collect and provide data, interpret data, perform analysis, or participate on study teams. In some cases, these services will require a Memorandum of Agreement (MOA) between SRTC and the lead agency that includes the requested scope of work/tasks to be performed, specific roles and responsibilities, an initial timeline or schedule, and funding, fees, or other resources required. The MOA is to be signed prior to committing the MPO for services in any RFP or consultant contract.

In addition, SRTC may serve to coordinate as the lead agency to develop studies and plans (e.g., subarea transportation studies, modal studies such as pedestrian plans and transit system studies, corridor impact studies, etc.). Funding for transportation system studies must be identified and included in the UPWP prior to committing SRTC as the lead planning agency.

#### Major Milestones and Products-Task 7

- Final report for the US 195 / Interstate 90 Study including recommendations for project phasing and funding. (Study began in 2019, estimated completion by December 2021)
- Conclude the Division Street Corridor Study with identification of a preferred transportation alternative stemming from data analysis and public process. Final conclusions will include multimodal capital projects and implementation and phasing strategies. (Began in March 2019, estimated completion by June 2022)
- Update project lists by review and submittal of regionally ranked projects for WSDOT Consolidated Grant Program. (November 2022)

#### Ongoing Task 7 Activities

- Participate on plan/study/technical/advisory committees as requested.
- Incorporate outcomes of studies and plans into the next MTP, TIP, CMP, and other MPO planning activities, as applicable.
- Provide mapping and GIS support for Spokane Regional Health District's transportation demand management program "Walk. Bike. Bus."
- Continue planning consultation (as prescribed under FAST Act) with all local jurisdictions.
- Provide existing traffic count and travel forecast data for specific planning efforts including subarea, corridor, and other studies and plans.
- Depending on availability, coordinate with member agencies to conduct special project-

level travel demand modeling.

- Collaborate with Intermountain MPO group, and other MPOs and agencies, to share information, MPO practices, data uses, techniques, and plans.

### **Sub-Task 7.1 US 195 / Interstate 90 Study**

SRTC is coordinating a multi-jurisdictional systems analysis of the US 195 and Interstate 90 corridors in the vicinity of the US 195/I-90 interchange. Participating agencies include WSDOT, City of Spokane, Spokane County, STA and other member agencies as appropriate. The study is examining issues such as safety, mobility, reliability, land use, access management, and local network requirements. The study was initiated in late 2019. Primary study tasks are being conducted by a consultant with management by SRTC staff.

### **Sub-Task 7.2 Division Street Corridor Study**

SRTC is coordinating a multimodal study of the Division Street corridor. Primary study tasks will be conducted with consultant team assistance with management by SRTC and STA staff. The study, known as DivisionConnects, will be completed in two phases. The first phase will identify a preferred alternative for bus rapid transit and related corridor improvements. The second phase will focus on land use opportunities and further refine the preferred multimodal options. Project partners include WSDOT, City of Spokane, and Spokane County.

### **Sub-Task 7.3 Coordinated Public Transit – Human Services Transportation Plan**

This task focuses on working with STA on the Coordinated Public Transit-Human Services Transportation Plan. This involves full updates to the Plan every four years, consistent with federal requirements, and review of regional needs during WSDOT's biennial Consolidated Grant Program call for projects. Staff regularly coordinate with stakeholders involved in the CPT-HSTP.

### **Sub-Task 7.3 Ongoing/Continuous Activities**

- Coordinate with stakeholders through participation in groups such as the Spokane Transportation Collaborative.
- Review projects submitted through STA's call for projects stemming from FTA Section 5310 program funds.

### **Unfunded Activities-Task 7**

- None

### **Responsibilities-Task 7**

SRTC may serve as a supporting or lead agency for planning consultation, studies, or developing and maintaining inventories. SRTC also may be integral in providing technical data and interpretation of data for planning consultation or studies. Sub-Task 7.2 includes consultant support.

## Summary of Revenues and Expenditures-Task 7

### Revenues

FHWA-PL	\$ 51,554
FTA-5303	\$ 17,000
FHWA-STBG-Metro Planning	\$ 200,000
STBG DivisionConnects	\$ 258,000
RTPO	\$ 0
Local	\$ 187,650
TOTAL	\$ 714,204

### Expenditures

Salaries & Benefits	\$ 189,843
Overhead	\$ 94,361
Direct Costs	\$ 0
Consultants	\$ 430,000
TOTAL	\$ 714,204

### Budget Comparison

SFY 2022-2023	\$ 714,204
SFY 2020-2021	\$ 1,341,735

### FTE Staffing Comparison

SFY 2022-2023	.75
SFY 2020-2021	1.55

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## TASK 8

### REGIONAL TRANSPORTATION PLANNING ORGANIZATION FUNCTIONS

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#### Overview-Task 8

SRTC is the state designated RTPO for Spokane County. As the RTPO, SRTC staff serves as lead for this task. The 1990 Washington State Growth Management Act (GMA) created RTPO's with the purpose of coordinating regional transportation planning activities and to develop a regional transportation plan. The duties of RTPOs largely mirror those of federally designated Metropolitan Planning Organizations (including development of a long-range transportation plan and a short-range transportation program). The additional tasks required of RTPOs that are not covered in the previous sections of this UPWP are detailed below. RTPO grant funds are included in all tasks listed in Table 1 that fulfill state requirements for RTPO related tasks.

#### Task 8 Ongoing/Continuous Activities

- Provide technical assistance to local jurisdictions in the required periodic updates to comprehensive plans. This may include continued discussion with STA, WSDOT, and/or the Washington State Department of Commerce on transportation element requirements and the SRTC certification process. This will also include continued discussion with the above-mentioned agencies as well as affected jurisdictions, designed to provide clarity regarding the new comprehensive plan and CWPP update certification criteria.
- Review and certify local updates and amendments to comprehensive plans and the CWPP consistent with SRTC's Plan Review and Certification Process Instruction Manual.
- Coordinate with Tribal governments on the development of their regional transportation plans and programs, as needed.
- Convene regional discussions about transportation related impacts of growth in the region. Coordinate conversations regarding tradeoffs to development approaches to strategically maximize transportation funding.
- Coordinate with state and local agencies to ensure consistency between SRTC forecasts and local planning efforts.

#### Unfunded Activities-Task 8

- None

#### Responsibilities-Task 8

As the RTPO, SRTC staff serves as lead for this task.

## Summary of Revenues and Expenditures-Task 8

### Revenues

FHWA-PL	\$ 0
FTA-5303	\$ 0
FHWA-STBG-Metro Planning	\$ 0
RTPO	\$ 74,897
Local	\$ 60,000
TOTAL	\$ 134,897

### Expenditures

Salaries & Benefits	\$ 90,186
Overhead	\$ 44,712
Direct Costs	\$ 0
Consultants	\$ 0
TOTAL	\$ 134,897

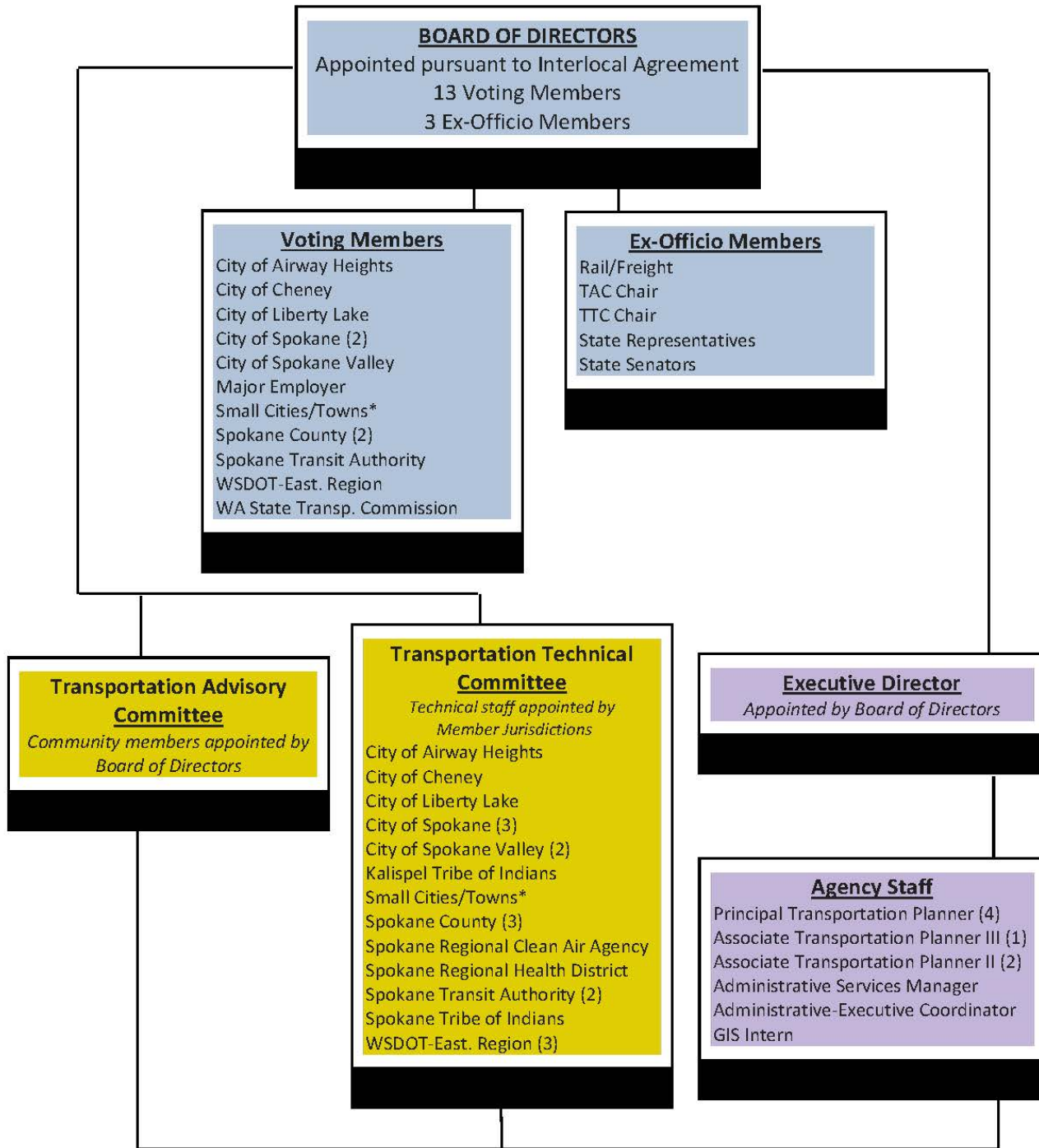
### Budget Comparison

SFY 2022-2023	\$ 134,897
SFY 2020-2021	\$ 183,976

### FTE Staffing Comparison

SFY 2022-2023	.31
SFY 2020-2021	.52

# Spokane Regional Transportation Council 2021 Organizational Structure



\*populations under 5,000

as of 01/29/2021

## MEMBER JURISDICTIONS, AGENCIES, AND PARTICIPATING TRIBES

City of Airway Heights	Spokane County
City of Cheney	Spokane Transit Authority
City of Deer Park	Spokane Tribe of Indians
City of Liberty Lake	Town of Fairfield
City of Medical Lake	Town of Latah
City of Millwood	Town of Rockford
City of Spokane	Town of Spangle
City of Spokane Valley	Town of Waverly
Kalispel Tribe of Indians	Washington State Dept of Transportation
	Washington State Transportation Commission

## 2021 BOARD of DIRECTORS

Chair	Vice Chair
Mayor Ben Wick <i>City of Spokane Valley</i>	Council Member Paul Schmidt <i>City of Cheney</i>
Mayor James Weathers <i>City of Airway Heights</i>	Mayor Cris Kaminskas <i>City of Liberty Lake</i>
Council Member Lori Kinnear <i>City of Spokane</i>	Council Member Candace Mumm <i>City of Spokane</i>
Larry Stone <i>Major Employer Representative</i>	Council Member Micki Harnois <i>Small Cities/Towns Representative</i>
Commissioner Al French <i>Spokane County</i>	Commissioner Mary Kuney <i>Spokane County</i>
E. Susan Meyer, CEO <i>Spokane Transit Authority</i>	Mike Gribner <i>WSDOT-Eastern Region</i>
Kelly Fukai <i>Washington State Transportation Commission</i>	Matt Ewers <i>Rail/Freight Representative</i>
Todd Coleman <i>Chair, SRTC Transportation Advisory Committee</i>	Adam Jackson <i>Chair, SRTC Transportation Technical Committee</i>

## 2021 TRANSPORTATION TECHNICAL COMMITTEE

### Chair

Adam Jackson  
*City of Spokane Valley*

Heather Trautman  
*City of Airway Heights*

Lisa Key  
*City of Liberty Lake*

Kevin Picanco  
*City of Spokane*

Roger Krieger  
*Small Cities/Towns Representative*

Julia Whitford  
*Kalispel Tribe of Indians*

Barry Greene  
*Spokane County*

April Westby  
*Spokane Regional Clean Air Agency*

Karl Otterstrom  
*Spokane Transit Authority*

Rachelle Bradley  
*Spokane Tribe of Indians*

Glenn Wagemann  
*WSDOT-Eastern Region*

### Vice Chair

Mary Jensen  
*WSDOT-Eastern Region*

Todd Ableman  
*City of Cheney*

Inga Note  
*City of Spokane*

Kara Mowery Frashefski  
*City of Spokane*

Gloria Mantz  
*Spokane Valley*

Brandi Colyar  
*Spokane County*

Tammy Jones  
*Spokane County*

Cindy Green  
*Spokane Regional Health District*

Kristine Williams  
*Spokane Transit Authority*

Larry Larson  
*WSDOT-Eastern Region*



## APPENDIX A

### SFY 2022-2023 BUDGET INFORMATION

Revenue Forecast	
FHWA-PL (includes carryover \$266,000)	1,323,059
FTA-5303 (includes carryover \$174,000)	502,557
FHWA-STBG-Metro Planning	700,000
FHWA-STBG-D.A.T.A.	875,000
FHWA-STBG-DivisionConnects	258,000
RTPO	289,302
Local	652,000
<b>Total</b>	<b>4,599,918</b>

Expenditure Forecast by Revenue Source and Task						
Task	FHWA-PL	FTA	FHWA-STBG	RTPO	Local	Total
1. Program Administration and Coordination	572,455	144,459	-	100,000	25,626	842,540
2. Public/Stakeholder Participation & Coordination	74,500	45,106	-	20,000	17,289	156,895
3. Data Management and Systems Analysis	410,990	155,383	875,000	51,405	221,619	1,714,397
4. Metropolitan Transportation Plan (MTP)	185,200	54,645	225,000	35,000	51,530	551,375
5. Transportation Improvement Program (TIP)	28,360	22,464	275,000	8,000	55,240	389,064
6. Congestion Management Process (CMP)	0	63,500	-	-	33,046	96,546
7. Planning Consultation and Studies	51,554	17,000	458,000	-	187,650	714,204
8. RTPO Planning Functions	-	-	-	74,897	60,000	134,897
<b>Total</b>	<b>1,323,059</b>	<b>502,557</b>	<b>1,833,000</b>	<b>289,302</b>	<b>652,000</b>	<b>4,599,918</b>

Expenditure Forecast by Activity					
Task	Personnel and Indirect Expenses	Education Series and Training	Equipment & Software	Consultant Contracts and Data Collection	Total
1. Program Administration and Coordination	767,790	70,000	4,750		842,540
2. Public/Stakeholder Participation & Coordination	129,695	2,200	-	25,000	156,895
3. Data Management and Systems Analysis	648,397	3,000	53,000	1,010,000	1,714,397
4. Metropolitan Transportation Plan (MTP)	531,375	-	-	20,000	551,375
5. Transportation Improvement Program (TIP)	388,564	500	-	-	389,064
6. Congestion Management Process (CMP)	96,546	-	-	-	96,546
7. Planning Consultation and Studies	284,204	-	-	430,000	714,204
8. RTPO Planning Functions	134,897	-	-	-	134,897
<b>Total</b>	<b>2,981,468</b>	<b>75,700</b>	<b>57,750</b>	<b>1,485,000</b>	<b>4,599,918</b>

## APPENDIX A 1

### EXPENDITURE FORECAST BY SUB-TASK ACTIVITY

Task	Personnel and Indirect Expenses	Education Series & Training	Equipment & Software	Consultant Contracts and Data Collection	Total
1. Program Administration and Coordination				\$	842,540
Sub Tasks (Admin) 1.1, 1.2, 1.3, 1.4, 1.6	616,255		4,750		621,005
(Training) 1.5	151,535	70,000			221,535
2. Public/Stakeholder Participation & Education				\$	156,895
(Outreach) 2.1	42,050			25,000	67,050
(Stakeholder Coordination) 2.2	61,059				61,059
(Title VI & Enviro Justice) 2.3	13,889	2,200			16,089
(Webpage & Social Media) 2.4	12,697				12,697
3. Systems Analysis/Information Management				\$	1,714,397
(Data & Software Mgmt) 3.1	37,834				37,834
(GIS & Spatial Analysis) 3.2	224,022	3,000	42,000		269,022
(Data Visualization & Cartography) 3.3	95,025		3,000		98,025
(Socioeconomic Data Collection & Forecasting) 3.4	58,787				58,787
(Systems Analysis & Data Application) 3.5	213,686		8,000	1,010,000	1,231,686
(AQ & Transp Conformity) 3.6	19,043				19,043
4. Metropolitan Transportation Plan (MTP)				\$	551,375
(Long-range Transportation Planning) 4.1	340,702			20,000	360,702
(Equity Planning) 4.2	25,239				25,239
(Climate Change / Sustainability/ Resiliency) 4.3	93,852				93,852
(WSDOT Support & Coordination) 4.4	71,582				71,582
5. Transportation Improvement Program (TIP)				\$	389,064
(TIP Dev & Maintenance) 5.1	141,308	500			141,808
(Coordination & Tracking Projects) 5.2	247,255				247,255
6. Congestion Management Process (CMP)	96,546			\$	96,546
7. Planning Consultation and Special Studies				\$	714,204
(US 195 / Interstate 90) 7.1	30,082				30,082
(North Division) 7.2	140,064			430,000	570,064
( Member Support) 7.3	114,058				114,058
8. RTPO Planning Functions	134,897				134,897
Total \$ 2,981,468 \$ 75,700 \$ 57,750 \$ 1,485,000					<u><u>\$ 4,599,918</u></u>





## APPENDIX A 2

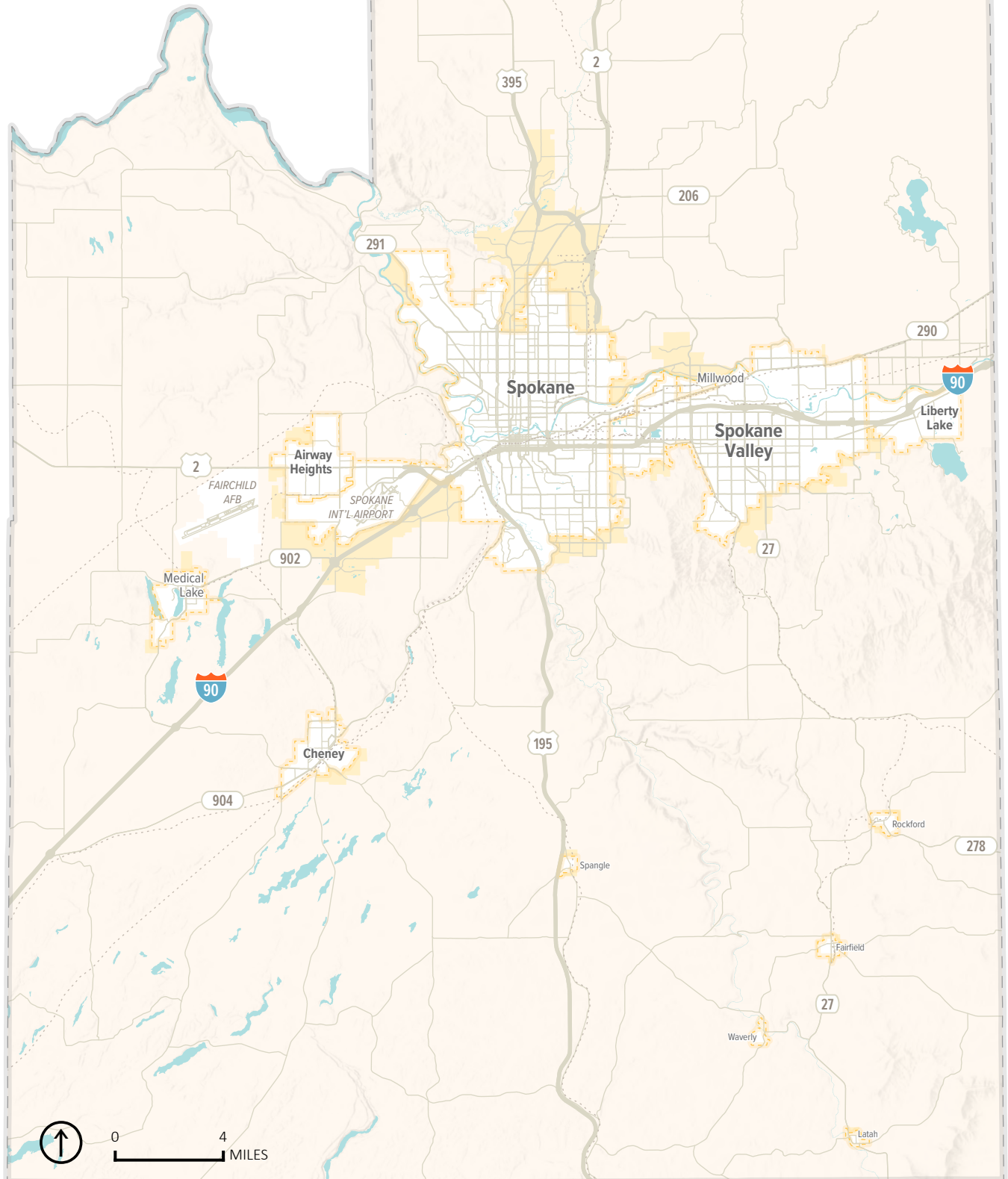
### ESTIMATED FTE BY SUB-TASK

		Associate Planner	Principal Planner	Principal Planner	Associate Planner	Principal Planner	Associate Planner	Principal Planner	Executive Director	Intern	Total
T.1,2,3,4,6 - Program Admin & Coord	Admin	0.10	0.13	0.08	0.14	0.10	0.07	0.10	0.70	-	1.42
T.1.5 - Program Admin & Coord	Training	0.05	0.02	0.04	0.09	0.05	0.05	0.08	0.05	-	0.43
T.2.1 - Public/Stakeholder Participation/Education	Outreach	0.01	-	-	0.10	0.02	-	-	0.01	-	0.14
T.2.2 - Public/Stakeholder Participation/Education	Stakeholder Coordination	0.01	-	-	0.07	0.03	0.02	0.02	0.03	-	0.18
T.2.3 - Public/Stakeholder Participation/Education	Title VI & Enviro Justice	-	-	-	0.01	-	0.05	-	-	-	0.06
T.2.4 - Public/Stakeholder Participation/Education	Webpage & Social Media	-	-	-	0.05	-	-	-	-	-	0.05
T.3.1 - Systems Analysis & Information Management	Data & Software Mgmt	0.05	-	0.03	-	-	0.04	-	-	-	0.12
T.3.2 - Systems Analysis & Information Management	GIS & Spatial Analysis	0.20	-	0.10	-	-	0.31	-	-	0.40	1.01
T.3.3 - Systems Analysis & Information Management	Data Visualization & Cartography	0.15	-	0.01	0.01	0.05	0.08	-	-	-	0.30
T.3.4 - Systems Analysis & Information Management	Socioeconomic Data Collection & Forecasting	0.15	-	0.01	-	-	0.02	-	-	-	0.18
T.3.5 - Systems Analysis & Information Management	Systems Analysis & Data Application	0.02	-	0.01	-	0.35	0.01	0.16	-	-	0.55
T.3.6 - Systems Analysis & Information Management	AQ & Transp Conformity	-	-	0.01	-	-	-	0.04	-	-	0.05
T.4.1 - Metropolitan Transportation Planning	Long-range Transportation Planning	0.20	0.08	0.15	0.02	0.20	0.16	0.10	0.02	0.10	1.03
T.4.2 - Metropolitan Transportation Planning	Equity Planning	-	-	-	0.01	-	0.10	-	-	-	0.11
T.4.3 - Metropolitan Transportation Planning	Climate Change / Sustainability/ Resiliency	-	-	0.01	0.17	-	0.04	0.10	-	-	0.32
T.4.4 - Metropolitan Transportation Planning	WSDOT Support & Coordination	0.01	-	-	-	0.05	-	0.10	0.02	-	0.18
T.5.1 - TIP	TIP Development / Maintenance	-	0.25	-	0.14	-	-	-	0.01	-	0.40
T.5.2 - TIP	Coordination & Track Projects	-	0.50	0.02	0.13	-	-	-	0.01	-	0.66
T.6 - Congestion Management Plan	CMP	0.05	0.02	0.01	-	0.15	-	0.02	-	-	0.25
T.7 - Planning Consult/Studies	Studies / Consultants	-	-	-	-	-	-	0.08	-	-	0.08
T.7 - Planning Consult/Studies	Studies / Consultants	-	-	0.35	-	-	-	-	-	-	0.35
T.7 - Planning Consult/Studies	Studies / Consultants	-	-	0.15	0.02	-	0.05	0.10	-	-	0.32
T.8 - RTPO Planning Functions	RTPO	-	-	0.02	0.04	-	-	0.10	0.15	-	0.31
		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	8.50

		Associate Planner	Principal Planner	Principal Planner	Associate Planner	Principal Planner	Associate Planner	Principal Planner	Executive Director	Intern	FTE
Program Administration & Coordination (T-1)		0.15	0.15	0.12	0.23	0.15	0.12	0.18	0.75	-	1.85
Public/Stakeholder Participation/Coordination (T-2)		0.02	-	-	0.23	0.05	0.07	0.02	0.04	-	0.43
Data Management & Systems Analysis (T-3)		0.57	-	0.17	0.01	0.40	0.46	0.20	-	0.40	2.21
Metropolitan Transportation / Long Range Planning T-4		0.21	0.08	0.16	0.20	0.25	0.30	0.30	0.04	0.10	1.64
Transportation Improvement Program (TIP) T-5		-	0.75	0.02	0.27	-	-	-	0.02	-	1.06
Congestion Management (CMP) T-6		0.05	0.02	0.01	-	0.15	-	0.02	-	-	0.25
Planning Consultation and Studies (T-7)		-	-	0.50	0.02	-	0.05	0.18	-	-	0.75
RTPO Planning Functions (T-8)		-	-	0.02	0.04	-	-	0.10	0.15	-	0.31
FTE		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	8.50

## Spokane Metropolitan Planning Area (MPA)

-  Incorporated City or Town
-  Urban Growth Area (UGA)
-  MPA Boundary
-  Rail



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**APPENDIX C**  
**SPOKANE TRANSIT AUTHORITY UPWP**

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**SRTC July 1, 2021 - June 30, 2023 Unified Planning Work Program;  
Transportation Planning Projects to Be Conducted by Spokane Transit Authority**

## **Implement STA Moving Forward**

In 2014, the Spokane Transit Board of Directors adopted *STA Moving Forward*, a ten-year plan that identifies specific improvements and sequencing to implement STA's Long-Range Comprehensive Plan, *Connect Spokane*. In November of 2016, voters approved Spokane Transit Public Transportation Benefit District Proposition 1, securing funding needed to implement the plan. STA is now engaged in planning to complete the service changes and capital projects outlined by the plan.

### Expected Outcomes/Products

STA is engaging stakeholders to define the details of the expanded services and capital projects programed in *STA Moving Forward*.

### Schedule

2014-2028

### Source of Funds/Budget

Local, State, Federal

## **Transit Development Plan**

Each year, Spokane Transit is required by state law to develop a Transit Development Plan (TDP) and submit it to the Washington State Department of Transportation no later than September 1. The TDP contains a Six-year Plan, Annual Report, Program of Projects, Service Improvement Program, and Capital Improvement Program.

### Expected Outcomes/Products

The development of the 2022-2027 and 2023-2028 TDP will be founded on STA's comprehensive plan, *Connect Spokane*, and *STA Moving Forward*. The TDP includes Spokane Transit's Annual Strategic Plan (as adopted), Program of Projects, Capital Improvement Program, the Service Improvement Program, and the Transit Asset Management Plan. The TDP will define what service and capital improvements STA is planning for the current year plus the next 6 years. Development of the TDP will include public outreach.

### Schedule

2022-2027 TDP: December 2020 – September 2021

2023-2028 TDP: December 2021 – September 2022

2024-2029 TDP: December 2022 – September 2023

### Source of Funds/Budget

Local

## Transit Asset Management Plan

In July 2016, FTA issued a final rule requiring transit agencies to maintain—and document—minimum TAM standards. The new standards will help transit agencies keep their systems operating smoothly and efficiently. As a designated recipient of funds from the State of Good Repair grant program, STA is required to submit a Transit Asset Management Plan. According to MAP-21, this plan must include, at a minimum, capital asset inventories and condition assessments, decision support tools, and investment prioritization. In the plan, STA must also certify that it complies with the rules issued under USC Section 5326(d).

### Expected Outcomes/Products

STA will coordinate with SRTC to prepare a Transit Asset Management Plan in accordance with FTA guidance.

### Schedule

Updated Annually

### Source of Funds/Budget

Local

## Bus Stop Accessibility Improvement Program

Many more barriers to accessibility at STA bus stops exist than possibly can be addressed all at once with available resources. STA must coordinate with local and regional jurisdictions to identify barriers, prioritize addressing them and to outline funding and a timeline to do so.

### Expected Outcomes/Products

The effort is expected to result in a plan to systematically prioritize and address obstacles to accessibility at bus stops. STA will also develop procedures to periodically review the location and condition of bus stop areas and bus stop amenities.

### Schedule

January 2019-December 2022

### Source of Funds/Budget

Local

## Division BRT Preliminary Engineering and Environmental Scoping

The next step to follow the Division High Performance Transit Study.

### Expected Outcomes/Products

Develop the Division Line BRT preliminary engineering and design components: refinement of the locally preferred alternative, reasonable range of total project cost, draft service plan, anticipated environmental review requirements (NEPA scoping), and preliminary implementation schedule. These elements will be necessary in order to enter into the project development phase of a Small Starts project under the FTA Capital Investment Grant (CIG) program.

### Schedule

May 2021 – June 2023

### Source of Funds/Budget

Local

## Title VI Planning and Systems Analysis

Title VI is a federal statute that states “no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” As part of its obligation to adhere to this statute and associated regulations and guidance, STA is required to submit a program to the Federal Transit Administration (FTA) every three years that documents compliance and analyzes the distribution of transit investments, results of the equity analysis for any major service changes and /or fare changes, and the results of the monitoring program for service standards and policies. The Title VI update includes outreach to people with limited English proficiency (LEP).

### Expected Outcomes/Products

STA will conduct analyses on fare and service changes as warranted by established Title VI policies and continue its transit monitoring program. SRTC may be called upon to assist in data provision and/or analysis. The resulting information will assist in future planning decisions.

### Schedule

Ongoing

### Funding

Local

## I-90/Valley HPT Corridor Development Plan

The *STA Moving Forward* plan calls for a new transit center and expanded park and ride capacity along the I-90/Valley corridor as well as service improvements to accommodate and attract ridership growth, improve access to jobs and services and support the region’s economic development. New facilities and service within Spokane County is scheduled to be implemented by 2025. Pilot service to Post Falls and Coeur d’Alene is planned for in 2026.

### Expected Outcomes/Products

A corridor development plan that establishes transit infrastructure improvements and service architecture for the I-90/Valley Line. The planning process will engage stakeholders in the corridor, including local cities, WSDOT and Idaho Transportation Department. It will include an evaluation framework for assessing the suitability of sites and



facility configurations. It will also prepare a service plan along with a phasing schedule for improvements. The corridor development plan will be followed by design, engineering permitting, construction and implementation phases.

Schedule

March 2021 – June 2022

Funding

Local

## STA Facilities Master Plan Update

The STA Facilities Master Plan will be a major update and follow-up to the 2015 Administrative & Maintenance Facility Master Plan completed in January 2015. The goal of the master plan is to develop a plan for growth and in consideration of board direction related to transitioning to a zero-emission fleet.

Expected Outcomes/Products

This planning effort will build on past efforts while considering the various scenarios for future transit service levels, as well as the anticipated transition to battery electric buses for part or all of the fixed route fleet, and the infrastructure that will be required to support charging the fleet.

Schedule

TBD

Funding

Local

## 5-Mile Park & Ride Mobility Hub Study

In the 2017 Update to *Connect Spokane*, STA added language regarding the development of mobility hubs at existing and future park and ride lots. STA has identified the 5-Mile Park & Ride as a key park & ride to explore the mobility hub concept.

Expected Outcomes/Products

This study will research the 5-Mile Park & Ride capacity issues and provide viable alternatives, evaluate mobility hub connections, and review the current configuration for bus operation. Mobility Hubs will include a variety of mobility options, including – carshare, bike and scooter share, and transportation network companies (Uber, Lyft, etc.). This study will determine alternatives for implementation and sustainable funding streams.

Schedule

August 2021 – July 2022

Funding

Local

## Connect Spokane Update

In 2010, the STA Board of Directors adopted *Connect Spokane: A Comprehensive Plan for Public Transportation* to guide future decision making related to STA's services, activities and programs. Connect Spokane contains a policy that the plan will be reviewed and updated as appropriate every three years. Consistent with *Connect Spokane* policies, the update will include a significant public input element.

### Expected Outcomes/Products

STA will review the existing plan, trends, and industry best practices with internal and external stakeholders and the general public. Revisions will be drafted as needed to address any identified course corrections, updated community goals, new opportunities, and challenges. The revisions will then be reviewed by stakeholders and the general public, followed by a public hearing and ultimately adoption by the STA Board of Directors.

### Schedule

March 2021 – January 2022

### Source of Funds/Budget

Local

## Sprague HPT Corridor Development Plan

The corridor development plan establishes the elements of the Sprague Line to be implemented as part of *STA Moving Forward*.

### Expected Outcomes/Products

A corridor development plan that better defines the corridor scope, including station type, size, and location as well other stop and service improvements. The project will upgrade ten or more bus stops to stations, upgrades approximately 20 other bus stops to enhanced stop standards, implement transit signal priority at key locations, provide ADA and other street improvements and right-of-way acquisition (if necessary). The corridor development will be followed by preliminary design and environmental permitting, final design, construction and service upgrades, scheduled to be completed by 2024.

### Schedule

May 2021 – March 2022

### Source of Funds/Budget

Local/State

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**PLACEHOLDER FOR  
APPENDIX C  
WSDOT-EASTERN REGION UPWP**

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# 2021 Draft Board Agenda Items

## JUNE

For Action	For Information & Discussion
2023-2024 Unified Planning Work Program	
Acceptance of DivisionConnects Phase 1 LPA	
Electrification Grant Contract Approval	

## JULY

For Action	For Information & Discussion
	Call for Preservation Projects
	US 195/I-90 Final Report (tentative)
	Public Participation Plan Update
	Draft Metropolitan Transportation Plan Needs Analysis

## AUGUST

For Action	For Information & Discussion
Call for Preservation Projects	
US 195/I-90 Final Report (tentative)	
Metropolitan Transportation Plan Needs Analysis	

## SEPTEMBER

For Action	For Information & Discussion
	Board seats for Major Employer and Rail/Freight Representative renew 12/31/21

## **MEETING SUMMARY**

### **Spokane Regional Transportation Council 04/26/2021 Transportation Advisory Committee (TAC) Meeting Zoom Video Conference**

#### ***Action Items***

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- Approval of March meeting minutes passed unanimously.

#### ***Information & Discussion Items***

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• **Unified List of Regional Transportation Priorities** – Ms. McMenamy explained that as part of the new federal administration and proposed spending packages at both the state and federal level, the SRTC Board has expressed the need for the region to be more cohesive and clear about 15-20 collective priorities. She listed reasons why SRTC is the logical choice to launch this effort and emphasized that while SRTC staff cannot lobby or create legislative agendas, SRTC can create the list then hand it off to the groups that do meet with legislators, such as the Regional Transportation Coalition. She spoke about how both the long-range plan, Horizon 2040, and the short-range plan, the Transportation Improvement Program, can assist in priorities development. She presented a timeline and noted that the goal is to have a Board approved list by October so the chamber coalition can create marketing materials in time for the next legislative session. The group discussed how the TAC can become involved in the public outreach on this topic.

• **Public Participation Plan (PPP) Update** – Ms. Jones recapped the background and requirements of the PPP then provided highlights of the last workshop, which focused on best practices to involved hard to reach communities. The next step in the process is to develop an evaluation matrix which can measure outreach success. The group discussed and some comments included:

- Suggestion to keep the plan simple and implementable.
- One measurement of successful outreach is when the polarized voices on each end of a project move to towards the middle; it means people are thoughtfully considering the information.
- Remember to circle back to conversations held with community members.
- The earlier the public engagement can begin the better; suggestion for TAC members to bring this up to the Board.
- Engaging the public now about the Unified List of Regional Transportation Priorities.
- Emphasis on a focus for creation of a transportation equity plan.

• **2022-2023 Unified Planning Work Program (UPWP)** – Mr. Redlinger reported staff is asking for TAC feedback on the UPWP document. Staff is reviewing best practices to address climate change, environmental justice and social equity within the policy framework. He outlined the eight major tasks in the UPWP, highlighted key accomplishments from the 2020-2021 UPWP and some key milestones staff plans to meet in the upcoming two years. He addressed the revenue and expenditure forecasts and the UPWP development timeline.

• **TAC Member Comments** – The group was asked to comment on progress of the TAC or general remarks. Some comments included:

- Would like to address the impacts of the high cost of transportation for lower income communities.
- How is equity defined? How do we take into consideration underserved areas? Are there existing conversations happening that the TAC can get involved in?
- Suggestions that the PPP work group can get out into the community to discuss those questions.
- There are representatives of disenfranchised communities on the Spokane Transportation Collaborative; may be helpful to reach out to them.
- Rising fuel and auto prices increases the pressure of transit to be at the right place at the right time.
- Need to hold some discussions about filling the three vacant positions on the TAC.

## MEETING SUMMARY

### Spokane Regional Transportation Council 04/28/21 Transportation Technical Committee (TTC) Meeting Zoom Video Conference

#### Action Items

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- **2021-2024 Transportation Improvement Program May Amendment** - A motion to recommend Board approval passed unanimously.

#### Information and Discussion Items

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• **Election of TTC Vice-Chair** – Ms. McMenemy announced that the current Vice-Chair, Mary Jensen, has left WSDOT, so the position is vacant. Staff outlined the position responsibilities and noted that WSDOT was contacted about possibly providing a replacement, but they are unable to finalize a decision at this time. The group discussed agency rotation for committee officers. This item will hopefully be brought back to the group for action next month.

• **Unified List of Regional Transportation Priorities** – Mr. Ulrich outlined the purpose and need for this list as coming from state and federal transportation spending bills and the will of the Board for the region to be well positioned when the dollars become available. The Board took action in March on two policy level priorities, also instructed staff to begin creating a project list, and wants the TTC to evaluate the screening criteria. The ideal number of project is between 15 – 25 and staff will seek public input. Mr. Ulrich noted that the role of SRTC ends when the list is delivered to chambers and other private stakeholders, who will then develop marketing materials, legislative agendas, etc. He presented a sample marketing piece from the MPO in Vancouver, WA.

Discussion ensued. Some comments included;

- Is a fully prioritized list helpful or a shorter list of unprioritized projects more useful
- The shortened timeline to get this done before October decreases the likelihood of being able to create a prioritized list.
- This is the first attempt and it may not be perfect; the process can be improved in subsequent iterations.
- The list needs to be responsive to new criteria or emphasis areas such as environmental justice, climate change and equity.
- Suggestion to have each agency prioritize their projects
- It may not be the ultimate goal to get to a single top priority for the region; need to manage expectations.

• **2022-2023 Unified Planning Work Program** – Mr. Redlinger provided an overview of the UPWP, outlined the eight major tasks and some of the key accomplishments from the previous program. He noted a meeting was held yesterday with representatives from FHWA, FTA and WSDOT to review the UPWP document and it went very well.

• **Argonne Road Congestion Relief Project** – Matt Gillis of the City of Millwood provided an update about the project and the project scope, including;

- Road widening and new left turn lanes
- Sidewalk/multi-use path
- Traffic signal improvements
- Railroad crossing improvements
- Right-of-way challenges
- Project cost vs. current funding
- Anticipated schedule, culminating in starting construction in summer 2022



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE

1011 Plum St SEO PO Box 42525 O Olympia, Washington 98504-2525 O (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

February 22, 2021

Kevin Wallace  
Spokane Regional Transportation Council  
421 W Riverside Ave  
Suite #500  
Spokane, WA 99201

RE: Electrification of Transportation Systems Contract #<Contract Number>

Dear Mr. Wallace,

Attached is the contract for a grant under the Electrification of Transportation Grants Program. This contract details the terms and conditions that will govern the agreement between us. Please review the Special and General Terms and Conditions of the contract carefully. We recommend consulting with your legal advisor before accepting this offer.

When you have obtained the appropriate original signatures, either return two signed original contracts and all the attachments to the Washington State Department of Commerce (Commerce) within 60 calendar days of the date of this letter OR **email a scanned legible signed copy**. Failure to return the contracts within this timeline may result in your project being delayed.

After the contracts have been fully executed by Commerce, the scanned original, along with instructions for invoicing and reporting will be emailed to you. If a hard copy is preferred, please indicate so upon return of the signed contract. We encourage you to store all pertinent documents associated with this project and grant offer in a file that is readily accessible to auditors for their periodic review.

Please note that the U.S. Department of Energy is the funding source for this program and the Catalog of Federal Domestic Assistance (CFDA) number is **81-041**. Consequently, the grant funds are federal and subject to both state and federal requirements.

A requirement of this program is that you must maintain updated project records and yearly renewal of your registration in the System for Award Management at [www.sam.gov](http://www.sam.gov) as well as ensure current liability insurance documents are sent to Commerce annually.

Another requirement of this program is that all entities are required to verify that the federal government has not suspended or debarred them from receiving federal funds. This includes, but is not limited to, project contractors, subcontractors, engineers, architects, consultants, and equipment vendors. The exclusion report can be accessed at [www.sam.gov](http://www.sam.gov). Failure to provide this required certification may result in termination of your loan contract.

We look forward to working with you over the course of your successful project. If you have any questions about this contract, please contact me.

Sincerely,

Forrest Watkins  
Energy Division  
360-522-3390  
[CEF@commerce.wa.gov](mailto:CEF@commerce.wa.gov)



**Capital Agreement with**

Spokane Regional Transportation Council

through

Electrification of Transportation Grants Program

**For** Spokane Regional Transportation Electrification

**Start date:** July 1, 2021



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**FACE SHEET**  
**Contract Number** <Contract Number>  
**Washington State Department of Commerce**  
**Energy Division**  
**Electrification of Transportation Grants Program**

<b>1. Grantee</b> Spokane Regional Transportation Council 421 W Riverside Ave Suite #500 Spokane WA 99201		<b>2. Grantee Doing Business As (optional)</b> N/A	
<b>3. Grantee Representative</b> Kylee Jones Associate Transportation Planner II 509-343-6370 kjones@srtc.org		<b>4. COMMERCE Representative</b> Forrest Watkins Grants Manager 360-522-3390 cef@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia WA 98504	
<b>5. Contract Amount</b> \$2,500,000	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> <Start Date>	<b>8. End Date</b> <One year after acceptance of last milestone or other date as agreed upon> (provided funds are re-appropriated into the next biennium)
<b>9. Federal Funds (as applicable)</b> <Federal \$ Amount>		<b>10. Federal Agency</b> US Department of Energy	
<b>11. CFDA Number:</b> 81-041			
<b>12. Tax ID #</b> 91-0883917	<b>13. SWV #</b> 0089066-00	<b>14. UBI #</b> 601155023	<b>15. DUNS #</b> 603188640
<b>16. Contract Purpose</b> <div style="background-color: yellow; padding: 5px; margin-top: 10px;">         &lt;&lt;This is a short statement – no more than a sentence or two – that encapsulates the purpose of the contract. Use keywords to describe the work being performed so that you can easily distinguish this contract from other contracts.&gt;&gt;       </div> <p>COMMERCE, defined as the Department of Commerce and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment “A” – Scope of Work Attachment “B” – Budget, Attachment “C” – Reporting, Attachment “D” - Budget Proviso Language, Attachment “E” – Site List, and Attachment “F” – Special Provisions</p>			
<b>FOR GRANTEE</b>  <hr/> Kylee Jones, Associate Transportation Planner II  <hr/> Date		<b>FOR COMMERCE</b>  <hr/> Michael Furze, Assistant Director  <hr/> Date  <b>APPROVED AS TO FORM ONLY          BY ASSISTANT ATTORNEY GENERAL</b>  10-10-2019 <hr/> Sandra Adix, Assistant Attorney General <b>SIGNATURE ON FILE</b>	

## DECLARATIONS

The Washington State Department of Commerce (Commerce) has been appropriated federal funds under Section 1013 of the 2018 Capital Budget (Substitute Senate Bill 6090) (Chapter 2, Laws of 2018) to provide grants to demonstrate new approaches to the electrification of transportation systems.

### CLIENT INFORMATION

Legal Name <Spokane Regional Transportation Council>  
Contract Number #<Contract Number>  
Award Year 2020  
State Wide Vendor Number #<SWV>

### PROJECT INFORMATION

Number of Sites <51>  
Project Title: «ProjectTitle»  
Project Address: <See Attachment E>  
Project City: <See Attachment E>  
Project State: Washington  
Project Zip Code: <See Attachment E>

### GRANT INFORMATION

Grant Amount: <Grant Amount>  
Non-State Match (1:1) <Enter cost share>  
Type of Match Accepted: Cash  
Earliest Date for Reimbursement: <Execution Date or Agreed Upon Date>  
Time of Performance: <One year after acceptance of last milestone or other date as agreed upon>

### PROGRAM SPECIFIC TERMS AND CONDITIONS GOVERNING THIS GRANT

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

#### **1. PUBLICITY (REPLACES GENERAL TERMS AND CONDITIONS SECTION #2.34)**

The Grantee will make reasonable efforts to notify Commerce of potential publicity, including but not limited to media coverage, site signage, and public events. The Grantee agrees to include references to Commerce or the Electrification of Transportation Grants Program as requested and approved by Commerce. The Grantee agrees to include Commerce or the Electrification of Transportation Grants program as a project funder. The Grantee agrees to notify and invite Commerce to any public events relating to this project, including but not limited to ground breaking ceremonies, ribbon cuttings, and public tours.

Grantee will allow Commerce to publicly share information on the project that is included in the application and contract. All other information shared will be coordinated with the Grantee, unless related to PUBLIC RECORDS ACT.

Unless addressed above, the Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

#### **2. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #2.41)**

The Grantee may only subcontract work contemplated under this Contract if it provides written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief description of which tasks within the Grantee Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

The Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

### **3. TREATMENT OF ASSETS (REPLACES GENERAL TERMS SECTION #2.47)**

The parties do not anticipate that COMMERCE will furnish property (other than the funds granted herein) to Grantee for use in Grantee's performance under this Contract; provided, however, that title to any other property that may be so furnished by COMMERCE shall remain in COMMERCE. COMMERCE claims no ownership for the materials, goods, or services purchased by the Grantee for the completion of this Contract, regardless of reimbursement status under this contract.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Grantee under this clause shall also include Grantee's employees, agents or subcontractors.

## **SPECIAL TERMS AND CONDITIONS FEDERAL CAPITAL FUNDS**

### **1.1. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the acknowledgement and disclaimer statements found in Section 1.10 – Publications of this Contract.

### **1.2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

The Grantee and COMMERCE will notify the other party in writing of any of the contact information changes at any time.

### **1.3. COMPENSATION**

COMMERCE shall pay an amount not to exceed the amount shown as grant amount on the contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

### **1.4. CHANGES TO SCOPE OF WORK**

All changes to the scope of work must be approved by COMMERCE prior to construction. In the event that a change to the Scope of Work occurs that would have changed the outcome of the application, COMMERCE reserves the right to reevaluate the project based on the original criteria outlined in the Notice of Funding Opportunity. Revisions that fail to meet the same criteria as the original application may lose grant funds, in part or in whole. If the revised project is no longer eligible for funding, the Grantee agrees to repay grant funds as requested by COMMERCE.

### **1.5. MATCH**

If the Grantee fails to provide the agreed to match, including resulting from a change in project costs to the Grantee, COMMERCE reserves the right to reduce the award amount to maintain the agreed to match requirements.

### **1.6. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of the applicable deliverable and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more than once per month.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and amount of funds requested. The invoice shall include the Contract Number referenced on the contract Face Sheet.

The Grantee is required to maintain documentation to support invoiced costs and cost share obligations. The Grantee shall make these documents available to COMMERCE if requested.

COMMERCE will pay Grantee the amounts set forth in Attachment B upon full completion of each Milestone. Upon full completion of each Milestone, Grantee will provide an invoice and any required supporting documentation to the Representative of COMMERCE. Except as may be agreed by COMMERCE in its discretion, COMMERCE shall only be obligated to make payments upon demonstration of completion of all Deliverables within a given Milestone. However, it is acknowledged that in the event that Deliverables of a Milestone is delayed due to circumstances outside Grantee's control, COMMERCE may, in its sole discretion, reasonably negotiate with Grantee regarding paying for the Milestone Deliverables that are completed.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the account designated by the Grantee, as associated with the State Wide Vendor Number.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Contract.



No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### **Duplication of Billed Costs**

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### **Disallowed Costs**

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

### **1.7. SUBCONTRACTOR DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### **1.8. HISTORIC OR CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 05-05, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources s discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Grantee shall, in accordance with Governor's Executive Order 05-05, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

### **1.9. INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

#### **1.10. PUBLICATIONS**

The Grantee is encouraged to publish or otherwise make publicly available the results of work performed under this Award. The Grantee is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

Acknowledgment: "This material is based upon work supported by the Department of Energy, Office of Energy Efficiency and Renewable Energy (EERE), under the State Energy Program Award Number DE-EE0008296."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

#### **1.11. PROPERTY STANDARDS**

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

#### **1.12. REAL PROPERTY**

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (a) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (b) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (c) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

#### **1.13. EQUIPMENT**

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (b) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (c) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

#### **1.14. REQUIREMENT FOR REGISTRATION IN THE SYSTEM FOR AWARD MANAGEMENT**

Unless the Grantee is exempted from this requirement under 2 CFR 25.110, the Grantee must maintain the currency of its information in SAM until the Grantee submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Grantee reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

#### **1.15. COMPLIANCE WITH SPECIAL PROVISIONS**

Contractor shall maintain compliance with all terms in Attachment D - Special Provisions.

#### **1.16. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Current Washington State Capital Budget Proviso language (See Attachment D)
- Other Special Terms
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting
- Attachment D – Budget Proviso Language
- Attachment E – Site List
- Attachment F – Special Provisions

## **GENERAL TERMS AND CONDITIONS FEDERAL CAPITAL FUNDS**

### **2.1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2.2. ADMINISTRATIVE COST ALLOCATION**

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Contract based on an allocation plan that reflects allowable administrative costs that support services provided under each Contract administered by the Grantee. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

### **2.3. ALLOWABLE COSTS**

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

### **2.4. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **2.5. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **2.6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

### **2.7. APPROVAL**

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

### **2.8. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

## 2.9. **ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

## 2.10. **AUDIT**

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

## 2.11. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. 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 or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. 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 federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this contract, the Grantee shall attach an explanation to this contract.
- C. The Grantee agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

### **LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in



the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

## **2.12. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

## **2.13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **2.14. CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **2.15. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program administering this contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

## **2.16. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions.

"Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

## **2.17. DISALLOWED COSTS**

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **2.18. DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

## **2.19. DUPLICATE PAYMENT**

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

## **2.20. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **2.21. INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of, or resulting from, the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Grantee's or any subcontractor's performance or failure to perform the contract. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

## **2.22. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent Grantee relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

## **2.23. INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

## **2.24. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including but not limited to:

### **United States Laws, Regulations and Circulars (Federal)**

#### **A. Audits**

2 CFR Part 200

#### **B. Labor and Safety Standards**

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

#### **C. Laws against Discrimination**

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90  
Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.



Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.  
 Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.  
 Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.  
 Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).  
 Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.  
 Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.  
 Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.  
 Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

**D. Office of Management and Budget Circulars**

2 CFR Parts 200

**E. Other**

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.  
 Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.  
 Hatch Political Activity Act, 5 U.S.C. 1501-8.  
 Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352. (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that contractors who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.  
 National Environmental Policy Act (NEPA)  
 Section 106 of the National Historic Preservation Act (NHPA)  
 Non-Supplanting Federal Funds.  
 Section 8 Housing Assistance Payments Program.

**F. Privacy**

Privacy Act of 1974, 5 U.S.C. 552a.

**Washington State Laws and Regulations**

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

The Grantee is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

**2.25. LICENSING, ACCREDITATION AND REGISTRATION**

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

## **2.26. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

## **2.27. LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

## **2.28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

## **2.29. PAY EQUITY**

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

## **2.30. POLITICAL ACTIVITIES**

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

## **2.31. PREVAILING WAGE LAW**

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

The Grantee is also required to comply with Wage Rate Requirements under Section 1606 of the Recovery Act, Davis Bacon Act, and Contract Work Hours and Safety Standards Act. In the event of conflicting requirements, the most stringent requirements apply.

## **2.32. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR 200, for all purchases funded by this Contract.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
  - 1. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
  - 2. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
  - 3. Positive efforts shall be made to use small and minority-owned businesses.
  - 4. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
  - 5. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
  - 6. Some form of price or cost analysis should be performed in connection with every procurement action.
  - 7. Procurement records and files for purchases shall include all of the following:
  - 8. Contractor selection or rejection.
  - 9. The basis for the cost or price.
  - 10. Justification for lack of competitive bids if offers are not obtained.
  - 11. A system for contract administration to ensure Grantee conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
- D. Contractor and Subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

## **2.33. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

## **2.34. PUBLICITY REPLACED BY PROGRAM SPECIFIC TERM #1**

~~The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.~~

## **2.35. RECAPTURE**

In the event that the Grantee fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this contract.

**2.36. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**2.37. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**2.38. RIGHT OF INSPECTION**

At no additional cost all records relating to the Grantee's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose.

**2.39. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**2.40. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**2.41. SUBCONTRACTING REPLACED BY PROGRAM SPECIFIC TERM #2**

~~The Grantee may only subcontract work contemplated under this Contract if it provides prior written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief description of which tasks within the Contractor Scope of Work (Attachment A) that will be undertaken by the subcontractor(s) approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.~~

**2.42. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**2.43. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

#### **2.44. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

#### **2.45. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

#### **2.46. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract.

COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee, under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;



- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

**2.47. TREATMENT OF ASSETS REPLACED BY PROGRAM SPECIFIC TERM #3**

~~Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.~~

- ~~A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.~~
- ~~B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.~~
- ~~C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~
- ~~D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract~~

~~All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.~~

**2.48. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

**2.49. WORK HOURS AND SAFETY STANDARDS**

The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## ATTACHMENT A – SCOPE OF WORK

Insert contract specific summary here

Specific tasks <<Contractor Name>> will undertake are described below:

## ATTACHMENT B - BUDGET

<<Enter Budget Here>>



## ATTACHMENT C - REPORTING

The Contractor must provide quarterly written reports and host regular (monthly or quarterly) meetings with Commerce for project update purposes. Regular meetings should cover current status of the project and any barriers that may affect the project schedule.

The Contractor shall issue a quarterly report to Commerce, no later than 15 days after the end of each quarter, describing the project activity that occurred during the quarter. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
2. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Gantt Chart schedule provided quarterly in Microsoft Project format showing actual progress to date along with the baseline schedule developed at project kickoff etc.);
3. Quarterly updated budget projections for project expenditures;
4. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;

Once construction is complete and the project is online, all EVSE data affiliated with EVSE status and its use will be available to Commerce upon request. Commerce reserves the right to specify the form and manner in which the data is provided. At a minimum, this must include:

1. Address where each EVSE is located;
2. Zip code of each EVSE;
3. Port type of each EVSE;
4. The number of unique charging events for each EVSE by month;
5. The average duration of each charging event for each EVSE by month;
6. The kilowatt hours delivered by each EVSE at each project site by month; and
7. Downtime at each EVSE at each project site by month where monitored.

Upon Milestone A completion, the Contractor will submit an initial fact sheet. The Contractor will update and finalize this fact sheet prior to the submission of the final invoice. Commerce may request the fact sheet be updated between initial and final fact sheet as conditions warrant.

## ATTACHMENT D – STATE BUDGET PROVISOR LANGUAGE

### 2018 Enacted Supplemental Capital Budget

Section 1013 of Substitute Senate Bill 6090

Electrification of Transportation Systems Grants (30000881)

The appropriations in this section are subject to the following conditions and limitations:

(6) \$7,900,000 of the state building construction account and \$3,100,000 of the energy efficiency account are provided solely for grants to demonstrate new approaches to electrification of transportation systems.

(a) Projects must be implemented by local governments, or by public and private electrical utilities that serve retail customers in the state. Eligible parties may partner with other public and private sector research organizations and businesses in applying for funding. The department of commerce must coordinate with other electrification programs, including projects the department of transportation is developing and projects funded by the Volkswagen consent decree, to determine the most effective distribution of the systems.

(b) Priorities must be given to eligible technologies that reduce the top two hundred hours of demand and the demand side.

(d) Eligible technologies for these projects include, but are not limited to:

- (i) Electric vehicle and transportation system charging and open source control infrastructure, including inductive charging systems;
- (ii) Electric vehicle sharing in low-income, multi-unit housing communities in urban areas;
- (iii) Grid-related vehicle electrification, connecting vehicle fleets to grid operations, including school and transit buses;
- (iv) Electric vehicle fleet management tools with open source software;
- (v) Maritime electrification, such as electric ferries, water taxis, and shore power infrastructure.

## ATTACHMENT E – SITE LIST

List of Sites (Attachment to the Contract)

Site #	Site Name	Site Address	City	Zip
1				

## ATTACHMENT F – SPECIAL PROVISIONS

### **SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)**

#### **Preamble**

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

#### **Definitions**

For purposes of this term, **Covered Funds** means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

**Non-Federal employer** means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

**Recipient** means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

**Subrecipient** means any entity that receives Recovery Act funds from a Recipient.

#### **Special Provisions:**

- A. Flow Down Requirement  
Recipients must include these special terms and conditions in any subaward.
- B. Segregation of Costs  
Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any

other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized

- 1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subgrant, grant, or subgrant; and
- 2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Retaliation: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:- gross mismanagement of an agency contract or grant relating to covered funds;

- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, [www.Recovery.gov](http://www.Recovery.gov), for specific requirements of this section and prescribed language for the notices.).

G. Request for Reimbursement  
RESERVED

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor -- Not later than April 3, 2009, for funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is

an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

**REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS)--SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

(a) Definitions. As used in this award term and condition--

Designated country

- 1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei (Taiwan), Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;
- 2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);
- 3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom; or
- 4) An Agreement between Canada and the United States of America on Government Procurement country
- 5) (Canada).

Designated country iron, steel, and/or manufactured goods

- 1) Is wholly the growth, product, or manufacture of a designated country; or
- 2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good

- 1) Is wholly the growth, product, or manufacture of the United States; or
- 2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been

- 1) Processed into a specific form and shape; or
- 2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Iron, steel, and manufactured goods.

- 1) The award term and condition described in this section implements-



- a. Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and
  - b. Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. As of January 1, 2010, this obligation shall only apply to projects with an estimated value of \$7,804,000 or more.
- 2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.
  - 3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:  
none
  - 4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that--
    - a. The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;
    - b. The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
    - c. The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.
- (c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.
- 1) i. Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including--
    - A. A description of the foreign and domestic iron, steel, and/or manufactured goods;
    - B. Unit of measure;
    - C. Quantity;
    - D. Cost;
    - E. Time of delivery or availability;
    - F. Location of the project;
    - G. Name and address of the proposed supplier; and
    - H. A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.
  - ii. A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
  - iii. The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.
  - iv. Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
- 2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods.. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award



official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

- 3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.
- (d) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____		_____
Domestic steel, iron, or manufactured good	_____		_____
Item 2:			
Foreign steel, iron, or manufactured good	_____		_____
Domestic steel, iron, or manufactured good	_____		_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\*Include all delivery costs to the construction site.]

#### **WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT**

- (a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.
- Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).
- (b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

#### **RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS**

- (a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.
- (b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III

on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.

- (c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.
- (d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

## **HISTORIC PRESERVATION**

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

## **DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

**Definitions:** For purposes of this article, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

- 1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors and subcontractors.
- 2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."
- 3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.
- 4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- 5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- 6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a

contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

- 7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

**(a) Davis Bacon Act**

1) Minimum wages.

- i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. A. The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- C. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the
- D. proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- E. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- iii. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- iv. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- 2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- 3) Payrolls and basic records.
- i. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the



Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

B. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

C. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

D. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

iii. The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4) Apprentices and trainees--

- i. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification,

fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

- 5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.
- 6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.
- 7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- 9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10) Certification of eligibility.
  - i. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - ii. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.**

- 1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic

in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- 5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract.

Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## **RECIPIENT FUNCTIONS**

- 1) This delegation of Department of Energy (DOE) functions to the Recipient applies only to DBA effort performed by Subrecipients and Contractors under this award. Those functions are not delegated to the Recipient for any DBA effort performed by employees of the Recipient under this award. On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:
  - (a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
  - (b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
  - (c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;
  - (d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA noncompliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
  - (e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
  - (f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
  - (g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and

- (h) Provide copies of all records upon request by DOE or DOL in a timely manner.
- 2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.
- 3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.