

MEMORANDUM OF UNDERSTANDING
By and Between
THE CITIES OF AIRWAY HEIGHTS, CHENEY, LIBERTY LAKE,
MEDICAL LAKE, and MILLWOOD

This **Memorandum of Understanding (“MOU”)** is made and entered into by and between the **City of Airway Heights**, whose address is 13120 W. 13th AVE, Airway Heights, Washington, (“Airway Heights”), the **City of Cheney**, whose address is 609 2nd Street, Cheney, Washington (“Cheney”), the **City of Liberty Lake**, whose address is 22710 East Country Vista Drive, Liberty Lake, Washington (“Liberty Lake”), the **City of Medical Lake**, whose address is 124 S. Lefevre Street, Medical Lake, Washington (“Medical Lake”), and the **City of Millwood**, whose address is 9103 E. Frederick Avenue, Spokane, Washington (“Millwood”), each individually referred to as “Party”, and collectively referred to as "Parties".

WHEREAS, the Spokane Transit Authority, a municipal corporation (“STA”), exists to provide public transportation throughout the County of Spokane, including each city which is Party to this MOU; and

WHEREAS, Section 2.1(a) of the STA Bylaws provide that the Parties are collectively entitled to select one (1) member of the Board of Directors of STA (said director, the “Representative Director”) based on the rotation set forth in the Bylaws, who serves on behalf of the Parties for a two (2) year term; and

WHEREAS, the Parties desire to enter into this MOU to formalize the communications policies and expectations of the Parties with respect to the Representative Director so as to support each of the Parties;

NOW, THEREFORE, based on the foregoing, the parties enter into the following agreement:

1. **Definition of Action Item.** For purposes of this MOU, the scope of an “Action Item” only includes those actions taken pursuant to a vote of the STA Board of Directors, and does not include those actions taken by a committee authorized by the STA Board of Directors.
2. **Duties of Each Party.** Each Party has a duty to review any agenda and other materials to be considered by the STA Board of Directors at any meeting, and to communicate the Party’s position, concerns, and comments, with respect to all Action Items to the Representative Director prior to or during a meeting of the STA Board.
3. **Duty of the Representative Director.**
 - a. The Representative Director shall consider communications in person, via telephone, electronic mail or other electronic means, from each Party regarding the Party’s position on each Action Item to be considered by the Board of Directors STA prior to or during a meeting of the Board.
 - b. With respect to any Action Item of the STA Board of Directors the Representative Director shall vote for, against, or take other action only on behalf of the Consensus of the Parties with respect to said action item.

- c. For purposes of this MOU, a “Consensus” constitutes the majority of the Parties who have given input.
4. **Term.** This MOU shall continue in perpetuity and not expire unless or until (i) the Parties hereto agree to amend, modify, or supplement the same by a written instrument signed by all Parties.

ELECTRONIC SIGNATURES

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this MOU or any other ancillary agreement transmitted by email or other means of electronic transmission or electronically or digitally executed shall be deemed to have the same legal effect as delivery of any original executed copy of this MOU or such other ancillary agreement for all purposes.

[Signature Page Follows]

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

City of Airway Heights

City of Cheney

By: Larry Bowman
Title: Chair

By: Elsa Martin
Title: Mayor

Date: _____

Date: _____

City of Liberty Lake

City of Medical Lake

By: Cris Kaminskas
Title: Mayor

By: Terri Cooper
Title: Mayor

Date: _____

Date: _____

City of Millwood

By: Shawna Beese
Title: Mayor

Date: _____