

PIERCE TRANSIT BOARD MEETING

Training Center, Rainier Room

April 14, 2014

Agenda

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

(Please limit comments to 5 minutes. Comments will be heard on any transit-related matter regardless of whether it is an agenda item or not.)

PRESENTATIONS

- Operator of the Month for December 2013 ~ Dajari Makena Scott Gaines
Transit Operator Assistant Manager
- Financial Update/Sales Tax Collection Kathy Sullivant
Finance Manager

CONSENT AGENDA

(Items listed below were distributed to Commissioners in advance for reading and study and are enacted with one motion. Item(s) may be moved to the Action Agenda at the request of a Commissioner.)

1. Approval of Vouchers

P. 13 **2. Sole Source Report (1st Quarter of 2014)**

P. 15 **3. Minutes: Regular Meeting of March 10, 2014**

P. 19 **4. FS 14-022, Interlocal Agreement with City of Tacoma for Pierce Transit to Provide Commute Trip Reduction Services and Outreach to City of Tacoma Employer**

P. 41 **5. FS 14-023, Interlocal Agreement with Pierce County to Provide Commute Trip Reduction Services and Outreach to CTR Affected Employers in Pierce County**

P. 61 **6. FS 14-024, Interlocal Agreement with Metropolitan Park District of Tacoma to Provide Service for Point Defiance Pagoda Centennial Celebration on May 18, 2014**

P. 78 **7. FS 14-025, Memorandum of Understanding with Pierce County Supporting Beyond the Borders Special Needs Transportation**

ACTION AGENDA

- P. 86 **1. FS 14-026, Amending the 2014 Capital Budget and Authorizing Purchase of Ten (10) Forty-Foot Compressed Natural Gas Replacement Coaches** Bill Spies
Fleet Manager

- | | | |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| P. 90 | 2. FS 14-027, Authority to Purchase Thirty-Nine (39) Replacement Vehicles to Support Fixed Route Revenue Service | Bill Spies
Fleet Manager |
| P. 96 | 3. FS 14-028, Authority to Amend the 2014 Budget to Include Replacement of Mobile Radios for Sound Transit Bus Fleet and to Authorize the Purchase of Radio Communications Equipment From Washington State WSCA Contract No. 02702 | Carlos Davis
Fleet Maintenance Manager |
| P. 100 | 4. FS 14-029, Resolution Proclaiming Distracted Driving Awareness Month and Week | Doug Middleton
Chief Operations Officer |

INFORMATIONAL BOARD ITEM

- | | |
|------------------------|--------------------------------------|
| • Chair Report | Chair Talbert |
| • Sound Transit Update | Commissioners
Strickland/McCarthy |

STAFF UPDATES/DISCUSSIONS

Legislative Update

Justin Leighton
Government Relations Officer

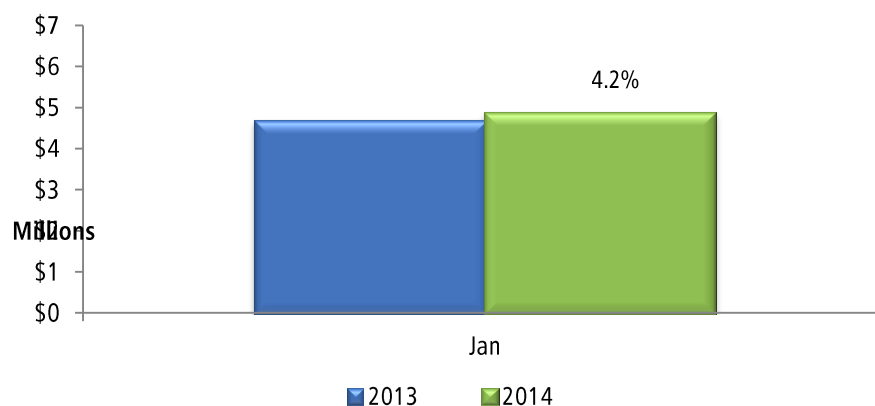
EXECUTIVE SESSION

ADJOURNMENT

Pierce Transit
Financial Report to the Board of Commissioners
April, 2014

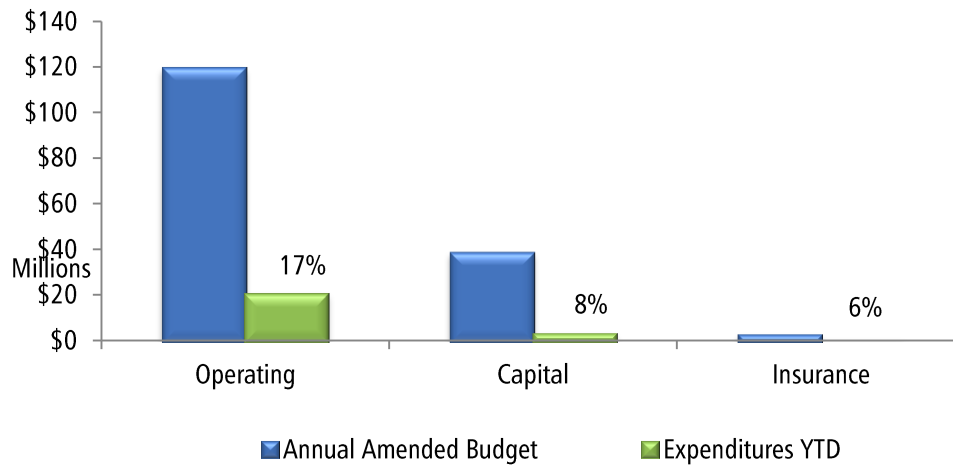


Sales Tax Monthly Actual Collections
& Monthly Percent Change from 2013 - 2014



- The chart shows the percent change in sales tax collections from 2013 to 2014. Collections are only shown for January because of the two-month lag between collections and distributions from the State Department of Revenue.
- The percent increase is 4.2% over last year's sales tax collections.
- Sales tax projections continue to support the 2014 Budget, the current Six-Year Plan forecast and current service levels.

Agency Expenditure Totals By Fund Year-to-date February, 2014



- The Agency Expenditure Totals By Fund chart shows expenditures through February. February is 17% of the year. As compared to 17% of the budget year, we are 17% expended in the operating fund, 8% expended in the capital fund and 6% expended in the insurance fund.
- Operating Expenditures are \$19.9 million through February or 17% of the \$119.3 million dollar budget.
- The Capital Fund is 8% expended, with \$3.0 million of its \$38.6 million budget spent through February.
- The Insurance Fund has expended approximately \$155,000 or 6% of its \$2.7 million budget.
- Overall Agency 2014 expenditures are projected to be within budget and in alignment with the Six-Year Financial Plan.
- The Agency's financial status will continue to be presented monthly.

Change Orders & Amendments - Sole Source Over \$10,000				
Name	Description/Project	Explanation	Contract Amount	Eff. Date
Contracts/Proprietary - Sole Source Over \$10,000				
Name	Description/Project	Explanation	Contract \$ Amount	Eff. Date
Gisela Ratajski Consulting	Procurement consulting services	Assist Purchasing Department with eliminating backlog of contract extensions; train new procurement staff; and refine contract processes.	\$80,000.00	2/1/2014
Other - Sole Source Over \$10,000				
Name	Description/Project	Explanation	Contract \$ Amount	Eff. Date

Change Orders & Amendments: Master Agreements sometimes have Change Orders and Amendments. The reason could be for time extensions to a contract, or a situation where changing a contractor before the work is complete could cause delays, hardships, and/or added costs to the project. Change Orders and Amendments most often happen with construction contracts.

Contracts/Proprietary: The service or product is not provided by another vendor.

Other: A special circumstance when specialized knowledge or skill is needed for a project and there is limited time and vendors with the expertise.

**PIERCE TRANSIT
BOARD OF COMMISSIONERS
MINUTES**

March 10, 2014

CALL TO ORDER

Chair Talbert called the meeting to order at 4:01 PM. He welcomed new Board Member, Nancy Henderson, from the Town of Steilacoom.

Commissioners present:

Rick Talbert, Chair of the Board, Pierce County Councilmember
Steve Vermillion, Vice-Chair of the Board, Puyallup Councilmember
Marilyn Strickland, Tacoma Mayor
Don Anderson, Lakewood Mayor (excused)
Glenn Hull, Fife Mayor Pro Tem
Kent Keel, University Place Councilmember
Pat McCarthy, Pierce County Executive (excused)
Steve Vermillion, Puyallup Councilmember
Lauren Walker, *Tacoma Councilmember (excused)*

Staff present:

Alberto Lara, Chief Administration Officer
Wayne Fanshier, Chief Financial Officer
Doug Middleton, Chief Operations Officer
Dana Henderson, General Counsel
Deanne Jacobson, Clerk of the Board

APPROVAL OF MINUTES

Commissioners Vermillion and Strickland **moved** and seconded to approve the February 10, 2014 Study Session Minutes and February 10, 2014, Regular Board Meeting minutes Motion **carried**.

APPROVAL OF VOUCHERS

Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing that was made available to the Board on March 7, 2014.

Commissioners Vermillion and Keel **moved** and seconded to approve the vouchers subject to proper audit. Those vouchers included in the listing are further described as follows:

Operating Fund #10
Self-Insurance Fund #40
Capital Fund #90

Voucher numbers 334864 through 335382 and wire numbers 1269 through 1282 for a total of \$9,680,971.12. Motion **carried**.

PUBLIC COMMENT

Linda K Drake, provided comments about inappropriate dogs on the bus that are not certified service dogs. She noted that operators are not asking if dogs are certified service dogs. She expressed

concern about her safety and the safety of her service dog with regards to the kinds of dogs that are on the bus.

Roy Magee, Lakewood, provided comments about Route 3 and noted the bus has been frequently late since there have been route modifications. The bus has been frequently late. He asked that the original routes be returned.

PRESENTATIONS:

Financial Update/Sales Tax Collections- Finance Manager Kathy Sullivant reported on sales tax collections through the end of December 2013.

High Beams Video – Public Relations Officer Carol Mitchell introduced the High Beams Video that featured Operator Penny Bailey who exercised exceptional driving and safety skills while driving a coach.

PUBLIC HEARING NO. 1 ~ Authorization of Minor Amendments to Major Service Change Policy

Senior Planner Janine Robinson provided an overview of the minor amendments to the Major Service Change Policy.

The Public Hearing was opened at 4:17 PM.

No comments were provided.

The Public Hearing was closed at 4:18 PM.

PUBLIC HEARING NO. 2 ~ Code Amendments to Chapter 1.60 – Public Hearing Procedures

Senior Planner Janine Robinson provided an overview of the proposed code amendments. (Commissioner Strickland left the room at 4:17 PM and returned at 4:20 PM.) She responded to questions.

Public Hearing was opened at 4:22 PM.

Roy Magee, Lakewood, provided comments about vanpool service.

The Public Hearing was closed at 4:22 PM.

ACTION AGENDA

- 1. FS 14-009 ~** Commissioners Vermillion and Keel **moved** and seconded to Approve Resolution No. 14-007, authorizing minor amendments to Major Service Change Policy. (Chair Strickland was not present during the vote.)

Senior Planner Janine Robinson provided an overview of this item during the public hearing.

Motion **carried**.

- 2. FS 14-010 ~** Commissioners Vermillion and Henderson **moved** and seconded to approve Resolution No. 14-008, authorizing Pierce Transit Code Amendments to Chapter 1.60-Public Hearing Procedures – to include Title VI Requirements and to update public communication intentions. Motion **carried**. (*Commissioner Strickland was not present during vote.*)

Senior Planner Janine Robinson provided an overview of this item during the public hearing.

Motion **carried**.

3. FS 14-011, Appointment of Board Member to Executive Finance Committee

Chair Talbert appointed Commissioner Don Anderson to the Executive Finance Committee.

4. Commissioners Vermillion and Keel moved and seconded to adopt Resolution No. 14-009, commending Commissioner Glenn Hull for his service to Pierce Transit.

Commissioner Strickland thanked Commissioner Hull for his service and noted he has fought hard for the communities he represents during tough times.

Commissioner Keel thanked Commissioner Hull for his work on the Board and in the community.

Vice-Chair Vermillion thanked him for his service and commended him for his support of the Puyallup Community Connector and for his work on PSRC.

Commissioner Henderson wished him well and thanked him for his service to the community.

Chair Talbert commended Mr. Hull for his knowledge of transit and for advocating for his citizens he represents and for advocating transit in general.

Commissioner Hull thanked Pierce Transit staff members and encouraged the Board to move forward with the strategic plan.

Motion carried.

5. FS 14-012, Commissioners Vermillion and Keel moved and seconded to approve Resolution No. 14-010, repealing in its entirety Section 3.12.040 - Change Orders of the Pierce Transit Code.

Procurement Manager Spiro Manthou presented on the item.

Motion carried.

6. FS 14-013, Commissioners Vermillion and Keel moved and seconded to keep Vanpool operations in-house and continue providing countywide service

Vanpool Assistant Manager Lani Fowlkes presented on the item. She and Finance Manager Kathy Sullivant responded to questions pertaining to cost recovery...

Motion carried unanimously.

7. FS 14-014, Commissioners Vermillion and Keel moved and seconded to Approve Resolution No. 14- 011, authorizing the revised Community Transit Advisory Group (CTAG) Charter as proposed in Exhibit A of Resolution No. 14-011.

Risk Manager Terrence Artz presented on the item. He noted upon approval, staff will proceed with filling four vacancies that exist with CTAG.

Motion carried.

8. FS 14-015, Commissioners Vermillion and Keel moved and seconded to approve Resolution No. 14-012, authorizing the Chief Executive Officer to enter into and execute an agreement with the Washington State Fair for service from September 5, 2014 to September 21, 2014.

Roy Maghee, Lakewood, inquired about fare box recovery.

Motion carried.

9. **FS 14-016**, Commissioners Vermillion and Keel **moved** and seconded to Approve Resolution No. 14-013, authorizing the Chief Executive Officer to end Custom Bus Route 485 and Express Route 475 as a demonstration project, effective June 7, 2013.

Business Development Van Sawin presented on the item and reviewed the statistics of the ridership. He explained the 3 options that are before the Board.

Vice-Chair Vermillion suggested that if there isn't sufficient ridership to support the project, the Agency should look into offering Vanpool services.

Roy Magee, Lakewood, talked about departure times from University Place.

Motion **carried**.

10. **FS 14-017**, Authorizing Establishment of Fares for Routes 475 and 485.
(*This item was pulled from the agenda due to the adoption of FS 14-016.*)
11. **FS 14-018**, Commissioners Vermillion and Keel **moved** and seconded to approve Resolution 14-015, authorizing the implementation of the Puyallup Community Connector Demonstration Project effective June 8, 2014.

Service Innovation Administrator Tina Lee presented on the item.

Motion **carried**.

INFORMATIONAL BOARD ITEMS

Chair Report – Chair Talbert announced that beginning in April the Consent Agenda will be utilized for items such as minutes, vouchers, housekeeping items and routine contracts. He also noted that public comment period would be extended from 3 minutes to 5 minutes and open the subject matter to **any topic** relating to transit business whether it is on the agenda or not. This would eliminate public comment on each individual agenda item. He announced that minor amendments to the Bylaws will come before the Board in May or June and noted that the Executive Finance Committee reviewed them at their March meeting.

A short discussion ensued about whether the Board would like to hold a special work session in late spring or early summer. The Board noted their support for holding a meeting in October.

Sound Transit Update ~ Commissioner McCarthy provided an update on Sound Transit.

EXECUTIVE SESSION

AT 5:25 PM the meeting was recessed into Executive Session to discuss matters relating to Labor Negotiations pursuant to RCW 42.30.140 (4)(b), and charges against a public employee pursuant to RCW 42.30.110 (1)(f) for approximately 45 minutes. No action will occur. At 6:10 PM, the executive session was extended 20 minutes.

The meeting was reconvened into open session at 6:30 PM.

The meeting was adjourned at 6:31 PM.

Deanne Jacobson, CMC
Clerk of the Board

Rick Talbert, Chair
Board of Commissioners

FACT SHEET

TITLE: Authorization For The Chief Executive Officer To Enter Into And Execute an Interlocal Agreement with The City of Tacoma For Pierce Transit to Provide Trip Reduction Services and Outreach to City of Tacoma Employers

DIVISION: Transit Development

ORIGINATOR: Sharon Stockwell, Employer Services Coordinator

PRECEDING ACTION: Resolution No. 92-142, Authority to execute an Interlocal Agreement with Pierce County Jurisdictions for the Development and Implementation of the Commute Trip Reduction Plans and Programs

COORDINATING DEPARTMENT:

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed Interlocal Agreement

BUDGET INFORMATION

2014 Budget Amount	Required Expenditure	Impact
\$34,000	\$34,000	\$0.00

Explanation: \$68,000 in revenue for work performed during the 2013-2015 biennium.

BACKGROUND: The Washington State Legislature passed the Commute Trip Reduction (CTR) law in 1991 to address traffic congestion, air pollution and fuel consumption. The CTR law requires employers with 100 or more full-time employees, scheduled to begin work between the hours of 6-9 a.m. at a single worksite, to develop transportation programs to reduce drive alone trips and vehicle miles traveled. Now known as the "CTR Efficiency Act," the focus is directed to employers located within an Urban Growth area. The City of Tacoma employers are subject to this requirement.

With this law, the State provides funding to local jurisdictions to assist employers in developing, implementing, and promoting their transportation programs. Since 1992, through an Interlocal Agreement with Pierce County, Pierce Transit has partnered with the City of Tacoma to provide employer services and outreach to CTR affected worksites within the City of Tacoma.

For the 2013-2015 biennium, the State allowed jurisdictions to implement a pilot alternate plan or “Project” to test alternative approaches to commute trip reduction strategies. The City of Tacoma received funding directly from the State to implement this Project. The City of Tacoma solicits Pierce Transit’s expertise to provide trip reduction services and outreach to City of Tacoma employers as part of this Project and will provide funding to Pierce Transit to carry out an agreed upon scope of work.

By authorizing the Chief Executive Officer to enter into and execute an Interlocal Agreement with the City of Tacoma. Pierce Transit will continue to provide trip reduction services and outreach to City of Tacoma employers for the term of July 1, 2013 – June 30, 2015.

ALTERNATIVES: Decline authorization, and therefore cease Pierce Transit outreach to City of Tacoma worksites.

RECOMMENDATION: Approve Resolution No. 14-016, authorizing the Chief Executive Officer to enter into and execute an Interlocal Agreement with the City of Tacoma for Pierce Transit to provide trip reduction services and outreach to City of Tacoma employers from July 1, 2013 through June 30, 2015.

RESOLUTION NO. 14-016

1 A RESOLUTION of the Board of Commissioners of Pierce Transit
2 Authorization for the Chief Executive Officer to Enter Into and Execute an Interlocal Agreement with the City of
3 Tacoma for Pierce Transit to Provide Trip Reduction Services and Outreach to City of Tacoma Employers
4

5 WHEREAS, the Washington State Legislature passed the Commute Trip Reduction (CTR) law in 1991
6 to address traffic congestion, air pollution and fuel consumption; and

7 WHEREAS, the CTR law requires employers with 100 or more full-time employees, scheduled to begin
8 work between the hours of 6-9 a.m., at a single worksite, to develop transportation programs to reduce drive
9 alone trips and vehicle miles traveled; and

10 WHEREAS, the State provides funding to local jurisdictions to assist employers in developing,
11 implementing, and promoting their transportation programs; and

12 WHEREAS, since 1992, through an Interlocal Agreement with Pierce County, Pierce Transit has
13 partnered with the City of Tacoma to provide employer services and outreach to CTR affected worksites within
14 the City of Tacoma; and

15 WHEREAS, for the 2013-2015 biennium, the State allowed jurisdictions to implement a pilot alternate
16 plan or "Project" to test alternative approaches to commute trip reduction strategies; and

17 WHEREAS, the City of Tacoma received funding directly from the State to implement this Project; and

18 WHEREAS, the City of Tacoma solicits Pierce Transit's expertise to provide trip reduction services and
19 outreach to City of Tacoma employers as part of this Project and will provide funding to Pierce Transit to carry
20 out an agreed upon scope of work;

21 NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

22 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and
23 execute an Interlocal Agreement with the City of Tacoma, attached hereto as Exhibit A, for Pierce Transit to
24 provide trip reduction services and outreach to City of Tacoma employers for the term of July 1, 2013 – June
25 30, 2015.

26 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
27 the ____ day of _____, 2014.
28

PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson
Clerk of the Board

**COMMUTE TRIP REDUCTION AGREEMENT
BETWEEN
CITY OF TACOMA AND PIERCE TRANSIT**

THIS AGREEMENT (hereinafter “Agreement” or “Contract”), is made and entered into effective as of the 1st day of July, 2013 (“Effective Date”), by and between the **CITY OF TACOMA**, a municipal corporation of the State of Washington (hereinafter referred to as the “CITY”), and **PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION**, dba Pierce Transit, a Washington state public transportation benefit area corporation, (hereinafter referred to as “CONTRACTOR” or “TRANSIT”).

RECITALS

WHEREAS, RCW 70.94.521 through RCW 70.94.555 directs the State, local governments and major employers to reduce air pollution, fuel use, and traffic congestion through commute trip reduction programs; and

WHEREAS, RCW 47.01.078 directs the State to develop strategies to reduce the per capita vehicle miles traveled, to consider efficiency tools including commute trip reduction and other demand management tools, and to promote the integration of multimodal planning in support of the transportation system policy goals described in RCW 47.04.280; and

WHEREAS, RCW 47.80.010 encourages the State and local jurisdictions to identify opportunities for cooperation to achieve statewide and local transportation goals; and

WHEREAS, the State is authorized by WAC 468-83 to establish rules for Commute Trip Reduction (CTR) Plans and is authorized under RCW 35.05.310 and 313 to engage in pilot rulemaking to test and identify alternative CTR plans to achieve the goals of WAC 468-83; and

WHEREAS, the State of Washington provides funding for Public Transportation and CTR programs and through appropriations to the Washington State Department of Transportation (WSDOT); and

WHEREAS, the WSDOT Public Transportation Division is responsible for administering the appropriated funds; and

WHEREAS, by Agreement Number GCB1552 dated August 7, 2013, WSDOT provided funding to CITY to be used solely for activities undertake to implement a project consisting of a pilot alternate plan which will field-test the feasibility of a State approved experimental approach to accomplish the policy purposes of RCW 70.094.521, hereinafter known as the “Project;” and

WHEREAS, pursuant to RCW 70.94.527 the CITY has the authority to enter into agreements with local transit agencies to coordinate the development and implementation of CTR plans; and

WHEREAS, Pierce Transit is a local transit agency governed by a ten-member Board of Commissioners, which Board includes elected officials representing thirteen jurisdictions, including the City of Tacoma, Pierce County and one non-voting Union Representative; and

WHEREAS, CITY wishes to enter into this Agreement with CONTRACTOR for CONTRACTOR to coordinate the development and implementation of the Project.

NOW, THEREFORE in consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Purpose

The purpose of this Agreement is for CITY to provide funding to CONTRACTOR to be used solely for activities undertaken to implement CITY's Project and other activities that support that work.

2. Scope of Services/Work

- A.** The CONTRACTOR agrees to perform all designated tasks of the Project under this Agreement as described in Exhibit A, Scope of Work, attached hereto and incorporated herein and as described in Exhibit B, WSDOT Guidance attached hereto and incorporated herein.

3. Term

- A.** All services shall be satisfactorily completed by June 30, 2015 and this Agreement shall expire on said date unless mutually extended in writing by the Parties.
- B.** In the event this Agreement is signed subsequent to its Effective Date, all Terms and Conditions herein shall operate retroactively to the Effective Date.

4. Funding and Compensation

- A.** The sole funding for this Agreement is funds obtained by CITY from WSDOT. Funding under this Agreement is dependent upon CITY's receipt of funds from WSDOT in accordance with the provisions of Agreement No. GCB1552. The total funding from CITY to CONTRACTOR under this Agreement shall not exceed \$68,000 without written amendment to this Agreement.

- B.** CONTRACTOR will be compensated on a quarterly basis upon CITY's receipt of CONTRACTOR's report and invoice establishing CONTRACTOR's satisfactory performance of the deliverables contained on Exhibit A.
- C.** The CONTRACTOR shall submit quarterly invoices using the invoice voucher contained at Exhibit C for reimbursement of services completed and/or deliverables furnished during the previous quarter. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.
- D.** Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- E.** The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.
- F.** All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- G.** In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

5. Project Records

CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in order to sufficiently and properly reflect all eligible direct and related costs incurrent in the performance of this Agreement. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

6. Agreement Administration and Right to Audit

- A.** The Office of Environmental Policy and Sustainability/Diane Wiatr for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

- B.** The CONTRACTOR shall, at such times and in such form as the CITY may reasonably require, but not less than quarterly, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C.** Upon CITY's request, the Contractor shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY's inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under this Contract.

7. Progress Reports

CONTRACTOR shall submit to CITY quarterly progress reports so that CITY and WSDOT may adequately and accurately assess the progress made under the terms of this Agreement. The progress reports shall be submitted in the form approved by WSDOT, as is contained at Exhibit D. Quarterly progress reports for the first seven (7) quarters are to be submitted to CITY no later than thirty-five (35) days from the end of each calendar quarter. CONTRACTOR shall also submit to CITY a Final Project Progress Report in a form approved by WSDOT. The Final Project Progress Report shall be submitted to CITY no later than fifteen (15) days from the expiration of this Agreement.

8. Independent Contractor Status

- A.** The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.

- 9.** The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

10. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as

otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

11. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Diane Wiatr City of Tacoma 747 Market St. Room 1520 Tacoma, WA 98402	Sharon Stockwell Pierce Transit 3701 96 th St. SW Lakewood, WA 98499
Phone: 253-591-5380	Phone: 253-581-8112
Fax: 253-573-2542	Fax: 253-444-2559
e-mail: dwiatr@cityoftacoma.org	e-mail: ssstockwell@piercettransit.org

12. Termination and Suspension

- A. The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to CONTRACTOR. The CONTRACTOR may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY or CONTRACTOR terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days written notice to the CONTRACTOR. The CONTRACTOR may suspend this Contract, at its sole discretion, upon seven (7) business days written notice to the CITY. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The

CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.

- C. Termination or suspension of this Contract by CITY or CONTRACTOR shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

13. Indemnification

- A. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the indemnified party. This indemnification shall survive the termination of this Contract.

14. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain at least the following insurance coverage:

- A. Workers' Compensation and employer's liability --statutory limits.
- B. Commercial General Liability --\$1,000,000 single limit combined for personal injury, property damage; \$2,000,000 aggregate.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without 30 days' written notice given to the CITY. The commercial general liability policy shall be on an occurrence basis and shall include an endorsement naming the CITY as an additional insured and stating that coverage under such policy is primary over and non-contributory with any insurance the CITY may maintain. CONTRACTOR may demonstrate a program

Page 6 of 17

of self-insurance in satisfaction of this insurance requirement.

15. Nondiscrimination

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

16. Conflict of Interest

No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

17. City ownership of Work/Rights in Data and Publications:

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this sub-section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.

- B.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

18. Public Disclosure

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements of sub-section B herein, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.
- B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

19. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

20. Miscellaneous Provisions

- A. Governing Law and Venue.** Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.

- B. Assignment.** The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- C. No Third Party Beneficiaries.** This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver.** A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- E. Severability and Survival.** If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- F. Entire Agreement.** This Contract and the attached Exhibits, as may be modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- G. Modification.** No modification or amendment of this Contract shall be effective unless set forth in writing and signed by the Parties.

///

///

///

- H. Authority to enter into this Contract. The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor.

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

PIERCE TRANSIT

T.C. Broadnax, City Manager

Lynne Griffith, Chief Executive Officer

Nadia Chandler, Assistant to the City Manager, Director Office of Environmental Policy and Sustainability

Wayne Fanshier, Chief Financial Officer

Andrew Cherullo, Finance Director

Deanne Jacobson, Clerk of the Board

Tax ID: _____

Approved as to Form:

Address:

Deputy City Attorney

3701 96th Street SW
Lakewood, WA 98499

Approved:

Debbie Dahlstrom, Risk Manager

Attest:

Doris Sorum, City Clerk

**EXHIBIT A
PIERCE TRANSIT SCOPE OF WORK
FOR COMMUTE TRIP REDUCTION AGREEMENT CITY OF TACOMA**

1. ROLE DEFINITION

The affected jurisdiction, City of Tacoma, is primarily responsible for assisting employers with program development, program review and approval, program modifications, and penalties. The affected jurisdiction is responsible for overall monitoring of CTR activities within its jurisdiction. The affected jurisdiction is responsible for identifying affected employers, reviewing appeals, and communicating changes in the law. The affected jurisdiction may transfer primary responsibility of any particular item in this agreement to Pierce Transit upon satisfactory settlement, which may or may not result in additional funding between the two parties.

TRANSIT is primarily responsible for employer training regarding the law; transportation services including bus, train/light rail, carpool, vanpool, bicycle, walk, compressed work week schedules, telework, and other program support elements; program implementation assistance; ongoing contact with employers to assist with program elements; and marketing efforts including development of agreed upon materials and outreach.

2. ADMINISTRATIVE WORK PLAN

TRANSIT agrees to assist the CITY with the development of the WSDOT required administrative work plan.

- A. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures and the budget specific to implementation strategies for the CTR Efficiency Act and other strategies as defined in approved and locally adopted CTR or CTR Downtown Tacoma Pilot Alternative plans. These may include, but are not limited to, recruiting new employer worksites, reviewing employer programs, administering surveys, reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.
- B. The administrative work plan budget shall identify how TRANSIT will use the state funds provided in this AGREEMENT to complete work plan tasks associated with TRANSIT responsibilities.
- C. The administrative workplan, upon completion to the mutual satisfaction of CITY and TRANSIT, shall be adopted by the parties and fully incorporated into the Agreement.

3. EMPLOYER DATABASE MAINTENANCE

TRANSIT will maintain a database of contact information for all CTR participating employers and employee transportation coordinators in Pierce County. The main purpose of this database will be for distributing materials and countywide communication pieces.

4. AFFECTED EMPLOYER CTR PROGRAM DEVELOPMENT

The CITY will be primarily responsible for all affected employer CTR program development activities. Program development activities include, but are not limited to: (1) leading the effort to meet with employers prior to the CTR program submittals by employers, (2) working collaboratively with employers in accordance with the CTR Guidelines when making recommendations to employers regarding the best mix of site-specific CTR strategies, (3) reviewing employer CTR programs, (4) making a determination of employer program acceptability, and assisting employers with required reporting and surveying .

From a coordination standpoint, TRANSIT will notify the affected jurisdiction of all meetings to be held with employers and about any issues that arose during those meetings. The CITY will decide whether or not to attend those meetings. The CITY will follow the same procedure and TRANSIT will decide whether or not to attend meetings set up by the CITY.

The CITY will request TRANSIT's comments on affected employer CTR programs as needed. TRANSIT's comments will focus on the relevance of specific CTR strategies cited in the employer CTR programs in terms of the ability of the affected employer to meet its CTR goals.

5. ONGOING SUPPORT, WORKSHOPS, AND TRAINING

TRANSIT will meet regularly with the Employee Transportation Coordinators (ETCs) to review the effectiveness of their specific programs. TRANSIT will establish the format, structure, overall responsibilities, and logistics of this effort. TRANSIT effort will include, but will not be limited to, training/workshops in specific areas (such as carpooling, vanpooling, teleworking, etc.), problem solving, conflict resolution, and general idea sharing. The CITY will assist TRANSIT in establishing a procedure and forum for ongoing ETC support for affected employers within its jurisdiction.

Newly affected employers will be provided with the opportunity to attend training sessions that are provided by TRANSIT in association with affected jurisdictions. TRANSIT will develop and maintain a training program including appropriate training materials that can be used to train new ETCs and employer representatives. The training program will be modified by TRANSIT based on the feedback received by the participants of previous sessions and by the affected jurisdictions. Training will occur (1) on an ad-hoc basis upon an employer's designation as affected, (2) on an individual basis as new ETCs are designated, and (3) in group settings when a need is demonstrated.

During TRANSIT's ongoing employer contacts for program implementation assistance, ETCs and employer representatives will be directed to contact the CITY for information regarding program modification, program review, the law, reporting, surveying and penalties.

6. PROGRAM IMPLEMENTATION

The CITY and TRANSIT will continue to meet with employers to provide ongoing support and to assist in the implementation of the services provided for in their approved CTR programs. Employer meetings will be attended by both the CITY and TRANSIT whenever possible.

TRANSIT will take the lead maintaining coordination with the affected jurisdiction in assisting employers in such CTR Program implementation services as:

- Ridematch services for carpools and vanpools.
- Carpool and vanpool formation and operation.
- Commuter information centers or assistance with custom orders.
- Bus/train/light rail information and trip planning.
- Support services such as transportation events and marketing materials.
- Marketing material development.
- Emergency Ride Home administration.

The CITY will take the lead maintaining coordination with TRANSIT in assisting employers in such CTR Program implementation services as:

- Reporting requirements.
- Employer surveys and other survey instruments useful to employers.
- Parking management programs specific to individual employer site needs.

7. INTERAGENCY COORDINATION

The CITY and TRANSIT will participate in all meetings of the Pierce County Transportation Demand Management/CTR Technical Work Group.

The CITY and TRANSIT will notify each other at least monthly of all contacts with employers.

The CITY will provide TRANSIT with copies of employer reports and survey results.

8. MARKETING

TRANSIT will provide the following marketing activities:

- Assist with transportation events at employment sites to encourage employee participation in high-occupancy vehicle (HOV) alternatives and to assist in the promotion of employer offered HOV services and incentives.
- Maintain a commute options website for commuters and employers located in Tacoma.

- Prepare marketing brochures or other informational pieces on all various program elements and services as needed, and distribute them to affected CTR employers and other interested employers within the affected jurisdiction.
- Assist employers with their marketing efforts.
- Ensure adequate supplies of materials are provided for commuter information centers at affected employer locations.
- Respond to transit requests made directly by CTR-affected employers.
- Develop the logo, styles guide and design a one-piece promotional mailer offering a Pierce Transit incentive for residential outreach for the new "In Motion" program in conjunction with the CITY. TRANSIT will collaborate with the CITY on the marketing materials that the CITY will print, mail and distribute.
- Collaborate with the CITY on the CTR Downtown Pilot Alternative Program and Downtown on the Go on overall programs and marketing materials.
- Develop Bike Month employer campaign packet and Commuter Challenge poster, and loan twenty-five blank A-boards for use at the annual Bike Swap event at the University of Puget Sound. Employer Services staff will also participate in the Bike Swap event.

9. PROJECT PROGRESS REPORTING

TRANSIT will provide quarterly progress reports to the CITY using Exhibit D regarding its activities that directly relate to the CTR program within the geographical limits of the City of Tacoma. For the first seven (7) quarters these reports are due no later than thirty-five (35) days from the end of each calendar quarter. The Final Project Progress Report is due no later than fifteen (15) days from the expiration of this Agreement.

The reports will contain a minimum of the following elements:

- A summary of the employer contacts that were made during the quarter.
- A copy of the updated phone/fax/e-mail employer list.
- Expenditures by budget categories outlined in Exhibit C for funds expended by TRANSIT during the previous quarter for the purpose of CTR implementation.
- A summary of CTR events, projects, training, and employer assistance for the quarter.
- A summary of marketing materials developed and produced.
- Any other key deliverables outlined in the WSDOT approved work plan.

EXHIBIT "B"

WSDOT GUIDANCE

WSDOT Guidance for TDM Incentives

WSDOT recognizes that government must always carefully steward public money and trust. This guidance establishes standards for contractor use of WSDOT administered funds to promote non-single occupancy vehicle modes of travel. Grantees/contractors that receive WSDOT administered funds are required to follow this guidance.

- 1. Any incentives or rewards purchased with WSDOT administered funds must be consistent with these standards. Incentive or reward expenses inconsistent with these standards will not be reimbursed.**
- 2. TDM program funded incentives and rewards:**
 - Must be earned before they are received, except for programs that provide financial subsidies for efficient trips (subsidized bus passes, carpool parking discounts, etc.)
 - Must directly relate to future non-single occupancy vehicle commute/trips and costs. For example, bus pass and vanpool discounts for future trips, money for employers that purchase efficient commute infrastructure like a new bicycle rack, carpool/vanpool parking signs, etc.
 - May not include incentives like VISA gift cards; general retail gift cards like Starbucks or Target or sweepstakes prizes like trips, fine dining or electronics. Cash incentives are never permissible. If your organization provides these types of rewards and incentives using non-WSDOT program funds or donations, you may propose the use of state-provided funds for project administration and marketing. If using donation or other -sourced funds for such incentives, the state should not be identified on promotional or outreach materials.
- 3. Communicate the personal and lasting benefits people receive when they choose alternatives to driving alone.**

In promotional materials, highlight the personal benefits that everyone receives. If you choose to emphasize incentives or prizes, that message should complement rather than substitute for messaging about the more important and universal benefits.

Personal benefit examples include: you will improve your health, reduce your stress, save time, save money, help protect air and water quality, reduce greenhouse gas emissions, save enough money on parking to buy three lattes, receive a free or reduced-price transit pass, or park in vanpool space close to the front door.

This incentive guidance is effective with the 2013-2015 contracts. WSDOT wants to hear from our grantees/contractors about past practices and incentive ideas that would effectively promote travel mode behavior change. The guidance could be updated based upon feedback.

Effective date: July 2013.

Exhibit C

Invoice Voucher

MINORITY BUSINESSES
 MARK BOX(ES) IF APPROPRIATE
 M %
 W %
 E

VENDOR OR CLAIMANT (WARRANT TO BE PAYABLE TO)

agency
 address
 city, state ZIP

VENDOR'S CERTIFICATE. I here by certify under penalty of perjury that the items and total listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and / or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex or age.

BY (SIGNATURES IN INK)

contact name Phone # [email](#)

FEDERAL I.D. NUMBER OR SOCIAL SECURITY NUMBER
 (FOR REPORTING PERSONAL SVCS. CONTRACT PAYMENT TO IRS) 00-0000000

TITLE

DATE

DATE	DESCRIPTION	CURRENT EXPENDITURES	EXPENDITURES TO DATE
	TDM Implementation		

Total Billed This Period

AGREEMENT

INVOICE

XXXX

DESCRIPTION Transportation Demand
 Management Implementation (TDM)

BILLING PERIOD

JOB NUMBER	WORK OP	ACCOUNT OBJ SUB OBJ	ORG. NUMBER	CONTROL SECTION EQUIPMENT NUMBER ORDER NUMBER	FEDERAL NON-PARTICIPATING	NET AMOUNT
1P0000-00	0723	NZ13	631020			

TOTAL →

SIGNATURE OF APPROVING AUTHORITY

DATE

RECEIVING VERIFICATION (SIGNATURE)

DATE RECEIVED

CHECKED AND APPROVED FOR PROCESSING BY

DATE

WARRANT NUMBER

VOUCHER NUMBER

EXHIBIT “D” Project**Progress Report****Commute Trip Reduction (CTR) Pilot Quarterly Project Report**

Reporting quarter:		Date:	
Organization:		Agreement number:	GCB
Biennial targets	Estimate of drive-alone trips to reduce to meet goal:		
Key deliverables: <i>(from work plan)</i>	•		
Completed activities this quarter			
•			
Planned activities for next quarter			
•			
Describe issues, risks or challenges and resolutions			
•			
Estimated expenditures of state funds for this quarter			
•			

FACT SHEET

TITLE: Authorization for the Chief Executive Officer to Enter Into and Execute an Interlocal Agreement with Pierce County for Pierce Transit to Provide Commute Trip Reduction (CTR) Services and Outreach to CTR Affected Employers in Pierce County

DIVISION: Transit Development

ORIGINATOR: Sharon Stockwell, Employer Services Coordinator

PRECEDING ACTION: Resolution No. 92-142, Authority To Execute An Interlocal Agreement With Pierce County Jurisdictions For The Development And Implementation Of The Commute Trip Reduction Plans And Programs

COORDINATING DEPARTMENT:

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed Interlocal Agreement

BUDGET INFORMATION

2014 Budget Amount	Required Expenditure	Impact
\$32,219	\$32,219	\$0.00

Explanation: \$64,437 in revenue for work performed during the 2013-2015 biennium.

BACKGROUND: The Washington State Legislature passed the Commute Trip Reduction (CTR) law in 1991 to address traffic congestion, air pollution and fuel consumption. The CTR law requires employers with 100 or more full-time employees, scheduled to begin work between the hours of 6-9 a.m. at a single worksite, to develop transportation programs to reduce drive alone trips and vehicle miles traveled. Now known as the "CTR Efficiency Act," the focus is directed to employers located within an Urban Growth area. Pierce County employers are subject to this requirement.

With this law, the State provides funding to Pierce County and its local jurisdictions to assist employers in developing, implementing, and promoting their transportation programs. Since 1992, Pierce Transit has partnered with Pierce County to provide employer services and outreach to Pierce County CTR affected worksites through an Interlocal Agreement with Pierce County each biennium.

By authorizing the Chief Executive Officer to enter into and execute an Interlocal Agreement with Pierce County, Pierce Transit will continue to provide CTR services and outreach to Pierce County employers for the term of July 1, 2013 – June 30, 2015.

ALTERNATIVES: Decline authorization, and therefore cease Pierce Transit CTR services and employer outreach to Pierce County worksites.

RECOMMENDATION: Approve Resolution No. 14-017, authorizing the Chief Executive Officer to enter into and execute an interlocal agreement with Pierce County for Pierce Transit to provide Commute Trip Reduction (CTR) services and outreach to CTR affected employers in Pierce County from July 1, 2013 through June 30, 2015.

RESOLUTION NO. 14-017

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to Enter Into and Execute an Interlocal Agreement with Pierce County for Pierce Transit to Provide Commute Trip Reduction (CTR) Services and Outreach to CTR Affected Employers in Pierce County

WHEREAS, the Washington State Legislature passed the Commute Trip Reduction (CTR) law in 1991 to address traffic congestion, air pollution and fuel consumption; and

WHEREAS, the CTR law requires employers with 100 or more full-time employees, scheduled to begin work between the hours of 6-9 a.m., at a single worksite, to develop transportation programs to reduce drive alone trips and vehicle miles traveled; and

WHEREAS, the State provides funding to Pierce County and its local jurisdictions to assist employers in developing, implementing, and promoting their transportation programs; and

WHEREAS, since 1992, Pierce Transit has partnered with Pierce County to provide employer services and outreach to Pierce County CTR affected worksites through an Interlocal Agreement with Pierce County each biennium;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and execute an interlocal agreement (attached hereto as Exhibit A) with Pierce County for Pierce Transit to provide Commute Trip Reduction (CTR) services and outreach to CTR affected employers in Pierce County for the term of July 1, 2013 – June 30, 2015.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the ____ day of _____, 2014.

PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson

**MEMORANDUM OF AGREEMENT
BETWEEN PIERCE COUNTY AND PIERCE TRANSIT
REGARDING
TRANSPORTATION DEMAND MANAGEMENT**

THIS MEMORANDUM OF AGREEMENT is entered into this day by and between **Pierce County** (hereinafter referred to as the COUNTY) and **Pierce Transit**, Public Transportation Benefit Area Corporation (hereinafter referred to as TRANSIT).

W I T N E S S E T H

WHEREAS, RCW 70.94.527, (Commute Trip Reduction Efficiency Act "ACT") requires counties containing urban growth areas and cities and towns with "major employers," that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay or jurisdictions that are located in contiguous urban growth areas, or are within an urban growth area with a population greater than seventy thousand people that adopted an ordinance before the year 2000 or jurisdictions that are located in contiguous urban growth areas, or contain a major employment installation in an affected county to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and drive alone commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

WHEREAS, RCW 70.94.541 (2) provides for technical assistance to counties, cities, and towns in developing and implementing Commute Trip Reduction ("CTR") plans and programs, and

WHEREAS, RCW 70.94.521 through RCW 70.94.555 establishes the State's leadership role, and the requirements and parameters to reduce traffic congestion, fuel use, and air pollution through the Commute Trip Reduction programs, including the Growth and Transportation Efficiency Centers in Washington State; and

WHEREAS, RCW 47.06.050 requires that when planning capacity and operational improvements, the State's first priority is to assess strategies to enhance the operational efficiency of the existing system, and states that strategies to enhance the operational efficiencies include, but are not limited to, access management, transportation system management, and demand management ("Strategies"); and

WHEREAS, RCW 47.01.078 directs the State to develop strategies to reduce the per capita vehicle miles traveled, to consider efficiency tools including commute trip reduction and other demand management tools, and to promote the integration of multimodal planning in support of the transportation system policy goals described in RCW 47.04.280; and

WHEREAS, the Legislature has directed the State to increase the integration of public transportation and the highway system, to facilitate coordination of transit services and planning, and to maximize opportunities to use public transportation to improve the efficiency of transportation corridors (RCW 47.01.330); and

WHEREAS, RCW 47.80.010 encourages the State and local jurisdictions to identify opportunities for cooperation to achieve statewide and local transportation goals; and

WHEREAS, the State of Washington in its Sessions Laws of 2013, chapter 306, Section 220(6), (7) and (8), authorizes funding for Public Transportation and Commute Trip Reduction programs and other special proviso funding through the multi-modal transportation account as identified in the budget through its 2013-2015 biennial appropriations to WSDOT; and

WHEREAS the WSDOT Public Transportation Division is responsible for administering funds on behalf of the Washington State Legislature;

WHEREAS, pursuant to the Commute Trip Reduction Efficiency Act, the COUNTY can allocate to TRANSIT a share of the funds that Washington State is distributing to the COUNTY; and

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

SECTION 1.0 PURPOSE

The purposes of this AGREEMENT are: (1) to allocate to TRANSIT its proportionate share of State funds for implementing and administering a CTR plan support programs and services, and (2) to continue a cooperative approach among TRANSIT, the COUNTY, and other jurisdictions in Pierce County required to plan and administer programs under the ACT in order to address interjurisdictional issues and to meet the statutory requirements of coordination and consistency among the jurisdictions' respective CTR plans.

SECTION 2.0 FUNDING

The sole funding source for this AGREEMENT is funds obtained by COUNTY from WSDOT. Distribution of WSDOT funds to TRANSIT shall be based on the formula set forth in "Attachment A," Fund Allocation Methodology for Washington State Department of Transportation Commute Trip Reduction Funds, attached hereto and incorporated herein by this reference. Funding under this AGREEMENT is dependent upon the COUNTY'S receipt of funds from WSDOT in accordance with the provisions of Agreement Number GCB1567.

SECTION 3.0 SERVICE PROVISIONS

Funds provided to TRANSIT under this AGREEMENT shall be used solely for activities undertaken to fulfill the requirements of "Attachment B," Pierce Transit Statement of Work for Commute Trip Reduction, attached hereto and incorporated herein by this reference.

SECTION 4.0 AGREEMENT PERIOD

Regardless of the execution date, the effective date of this AGREEMENT shall be July 1, 2013. The expiration date shall be June 30, 2015.

SECTION 5.0 REIMBURSEMENT PROVISION

Payment requests by TRANSIT must be made before July 8, 2015 or within eight (8) days of the termination of this AGREEMENT, whichever occurs sooner. Untimely payment requests need not be honored by the COUNTY.

All invoices and warrants shall be based on and paid on eligible work performed and eligible costs incurred up to the maximum amount identified in Attachment A. Upon the COUNTY'S receipt of funds from WSDOT, the COUNTY will remit a warrant for payment of these funds to TRANSIT by using the formula set forth in Attachment A.

SECTION 6.0 PROJECT RECORDS

TRANSIT agrees to establish and maintain for the project either a separate set of accounts or accounts within the framework of an established accounting system, in order to sufficiently and properly reflect all eligible direct and related indirect project costs claimed to have been incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

SECTION 7.0 AUDITS, INSPECTIONS AND RECORDS RETENTION

TRANSIT shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WSDOT that are pertinent to the intent of this AGREEMENT.

WSDOT, the State Auditor, and any of their representatives shall have full access and the right to examine during normal business hours and as often as deemed necessary all the records of TRANSIT with respect to matters covered in this AGREEMENT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by the AGREEMENT. In order to facilitate any audits and inspections, all documents, papers, accounting records, and other materials pertaining to this AGREEMENT shall be retained by TRANSIT for six (6) years from the date of

completion of the project or the project final payment date; or, in case of litigation, TRANSIT must retain all records until litigation is completed. TRANSIT shall be responsible to assure that it, WSDOT, the State Auditor, and any of their representatives, retain comparable audit rights with respect to subcontractors to the TRANSIT within the scope of this Agreement.

SECTION 8.0 PROGRESS REPORTS

TRANSIT shall submit to the COUNTY quarterly progress reports so that the COUNTY and WSDOT may adequately and accurately assess the progress made under the terms of this AGREEMENT. The progress reports shall be prepared as prescribed by WSDOT on the forms provided in Attachment C, "Project Progress Report" and/or as provided and modified by WSDOT staff. TRANSIT shall provide a final progress report, as prescribed in Attachment D, "Final Project Progress Report" and/or as provided and modified by WSDOT staff. Project Progress Reports for the first seven (7) quarters are to be submitted to the COUNTY no later than thirty-five (35) days from the end of each calendar quarter. The Final Project Progress Report for the eighth quarter is due to the COUNTY no later than July 8, 2015 or eight (8) days past termination of the contract, whichever is applicable.

SECTION 9.0 COMPLIANCE WITH LAWS AND REGULATIONS

In carrying out the terms of this agreement, TRANSIT agrees to abide by all applicable state and federal laws and regulations, including but not limited to those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence agreement compliance, and retention of all such records. In carrying out the terms of this agreement, TRANSIT will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW and will also comply with the Americans with Disabilities Act, Public Law 101-336, which provides comprehensive civil rights protections to individuals with disabilities in the areas of employment public accommodations, state and local government services and telecommunication. In carrying out the terms of this agreement, TRANSIT will adhere to RCW 73.16.010 which provides employment preference in every public department and upon all public works of the state for certain veterans.

SECTION 10.0 AGREEMENT MODIFICATIONS

Either party may request changes to this agreement, including changes in the Statement of Work. Such changes, which are mutually agreed upon, shall be incorporated as written amendments to the AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

SECTION 11.0 TERMINATION OF AGREEMENT

This agreement may be terminated immediately upon provision of written notice by one party in the event the other fails to perform its obligations as described in this AGREEMENT.

Any party may also terminate this AGREEMENT for convenience and without cause by providing the other party with written notice not less the sixty (60) days in advance.

This AGREEMENT may be terminated upon provision of written notice not less than (14) fourteen days prior to the effective date of termination, if the requisite state funding is reduced or becomes unavailable through failure of appropriation or otherwise.

This AGREEMENT may be terminated immediately upon provision of written notice should WSDOT determine that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.

If this AGREEMENT is terminated prior to fulfillment of the terms stated herein, TRANSIT shall be reimbursed only for actual and eligible expenses incurred under this AGREEMENT prior to the date of termination and only to the extent of appropriated funds available at the time of termination.

SECTION 12.0 SPECIAL PROVISION

The COUNTY'S or TRANSIT'S failure to insist upon the strict performance of any provision of this AGREEMENT or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this AGREEMENT.

SECTION 13.0 DEFENSE AND INDEMNITY

The parties agree to defend, indemnify and save harmless each other, and each party's appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims or demands for damages because of the indemnifying party's acts or omissions giving rise to claims or demands for personal or bodily injury, including death at any time resulting from, sustained by any person or persons and for damages to property including loss of use thereof, but in the event of alleged concurrent negligence of the parties, this provision applies only to the extent of the indemnifying party's proportionate share of any such negligence. This defense, indemnity, and hold harmless provision does not apply in instances in which such injury or damage as shall have been occasioned by the sole negligence of a party or, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent that damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract. The indemnification provided herein shall apply to and require each party to defend, indemnify and hold harmless the other party for claims brought by an employee of one party against the other party if said claims are alleged to have arisen from the alleged negligent actions or omissions of the employee's employer, and in such case, the parties, with respect to each other only, waive and will not assert against each other, any immunity under the Washington State Industrial Insurance Act (RCW Title 51). This waiver is limited to actions by and between parties only and does not extend to the employees of either party. The parties expressly do not waive their immunity against claims brought by their own employees.

SECTION 14.0 GOVERNING LAW AND VENUE

This AGREEMENT shall be construed and enforced in accordance with and the validity and performance hereof shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this AGREEMENT shall be the Superior Court of Pierce County, Washington.

SECTION 15.0 SEVERABILITY

In the event any term or condition of this AGREEMENT or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, of this AGREEMENT that can be given effect without the invalid term, condition. To this end, the terms and conditions of this AGREEMENT are declared severable.

SECTION 16.0 RECAPTURE PROVISION

If the State determines that Commute Trip Reduction funds that have been allocated and distributed to TRANSIT have not been expended in accordance with State law and requests the COUNTY'S assistance in resolving the matter, the COUNTY may withhold further disbursements to TRANSIT until the State notifies the COUNTY that disbursements may be resumed.

If, the State demands that the COUNTY repay to the State funds that have been allocated and distributed by the County to TRANSIT pursuant to Attachment "A", then TRANSIT shall, within 30 days of written demand, repay the equivalent amount to the COUNTY. Such right to demand repayment shall exist for a period not to exceed three (3) years following the termination of this AGREEMENT. In the event that the COUNTY is required to institute legal proceedings to enforce this repayment provision, the COUNTY shall be entitled to its costs thereof including reasonable attorney's fees and court costs.

SECTION 17.0 REDUCTION IN FUNDS

The COUNTY may unilaterally reduce the Statement of Work or budget under this AGREEMENT, if there is a reduction of funds by the source of those funds.

IN WITNESS WHEREOF, the COUNTY and TRANSIT have executed this AGREEMENT as of the date and year written below.

PIERCE COUNTY

BRIAN J. ZIEGLER
Public Works & Utilities Director

Date

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

Date

Budget and Finance

PIERCE TRANSIT

LYNNE GRIFFITH
Chief Executive Officer

Date

WAYNE FANSHIER
Chief Financial Officer

Date

ATTEST:

Clerk of the Board

Date

Attachment A
FUND ALLOCATION METHODOLOGY FOR
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
COMMUTE TRIP REDUCTION (CTR) FUNDS

Funding allocated by WSDOT for local implementation of CTR activities is based on the following formula:

1. Fifty percent of the WSDOT allocation to Pierce County shall be allocated to Pierce Transit.
2. The remaining state funding for local CTR implementation will be allocated to the affected jurisdictions based on the number of affected worksites in each jurisdiction.
3. At the end of the final quarter any unclaimed state funds shall be allocated to the entities which have reported expenses beyond their allocations. The allocation of unclaimed amounts shall follow steps 1 and 2 as stated above. Over expenditures will be determined by the amounts reported in the final progress reports.

July 1, 2013 – June 30, 2015 Allocation
Based on numbers as of April 15, 2013

	Number of Worksites	Total Allocation
Pierce Transit	n/a	\$64,437
Pierce County	10	\$17,898
City of DuPont	3	\$5,370
City of Fife	3	\$5,370
City of Gig Harbor	2	\$3,580
City of Lakewood	8	\$14,319
City of Puyallup	5	\$8,949
City of Sumner	3	\$5,370
City of University Place	2	\$3,580
TOTAL	36	\$128,873

ATTACHMENT B
PIERCE TRANSIT STATEMENT OF WORK
FOR COMMUTE TRIP REDUCTION

OBJECTIVES

The COUNTY will coordinate and administer the distribution of funds described in RCW 70.94.521-551. WSDOT will provide funds to the COUNTY to assist in the COUNTY'S implementation of Commute Trip Reduction programs. The COUNTY will provide funds to TRANSIT and to the cities with affected employers within the COUNTY that are implementing and administering Commute Trip Reduction plans. Funds provided to the parties of this AGREEMENT are to be used solely for activities undertaken to fulfill the requirements of the ACT. The COUNTY will serve as a liaison between the WSDOT and the parties to this AGREEMENT.

1. ROLE DEFINITION

The affected jurisdiction is primarily responsible for assisting employers with program development, program review and approval, program modifications, and penalties. The affected jurisdiction is responsible for overall monitoring of CTR activities within its jurisdiction. The affected jurisdiction is responsible for identifying affected employers, reviewing appeals, and communicating changes in the law. The affected jurisdiction may transfer primary responsibility of any particular item in this agreement to Pierce Transit upon satisfactory settlement, which may or may not result in additional funding between the two parties.

TRANSIT is primarily responsible for employer training regarding the law; transportation services including bus, train/light rail, carpool, vanpool, bicycle, walk, compressed work week schedules, telework, and other program support elements; program implementation assistance; ongoing contact with employers to assist with program elements; and marketing efforts.

2. ADMINISTRATIVE WORK PLAN

TRANSIT agrees to assist the COUNTY with the development of WSDOT required an administrative work plan by the end of the first quarter.

- A. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures and the budget specific to implementation strategies for the CTR Efficiency Act and other strategies as defined in approved and locally adopted CTR or GTEC plans. These may include, but are not limited to, recruiting new employer worksites, reviewing employer programs, administering surveys, reviewing program exemption requests, providing employer training, providing incentives,

performing promotion and marketing, and providing emergency ride home and other commuter services.

- B. The administrative work plan budget shall identify how TRANSIT will use the state funds provided in this AGREEMENT to complete work plan tasks associated with TRANSIT responsibilities. The work plan shall also provide an estimate of the other financial resources not provided in this AGREEMENT will be used to complete work plan tasks.

3. EMPLOYER DATABASE MAINTENANCE

TRANSIT will maintain a database of contact information for all CTR participating employers and employee transportation coordinators in Pierce County. The main purpose of this database will be for distributing materials and countywide communication pieces.

4. AFFECTED EMPLOYER CTR PROGRAM DEVELOPMENT

The affected jurisdiction will be primarily responsible for all affected employer CTR program development activities. Program development activities include, but are not limited to: (1) leading the effort to meet with employers prior to the CTR program submittals by employers, (2) working collaboratively with employers in accordance with the CTR Guidelines when making recommendations to employers regarding the best mix of site-specific CTR strategies, (3) reviewing employer CTR programs, (4) making a determination of employer program acceptability, and assisting employers with required reporting and surveying .

From a coordination standpoint, TRANSIT will notify the affected jurisdiction of all meetings to be held with employers and about any issues that arose during those meetings. The affected jurisdiction will decide whether or not to attend those meetings. The affected jurisdiction will follow the same procedure and TRANSIT will decide whether or not to attend meetings set up by the affected jurisdiction.

The affected jurisdiction will request TRANSIT's comments on affected employer CTR programs as needed. TRANSIT's comments will focus on the relevance of specific CTR strategies cited in the employer CTR programs in terms of the ability of the affected employer to meet its CTR goals.

5. ONGOING SUPPORT, WORKSHOPS, AND TRAINING

TRANSIT will meet regularly with the Employee Transportation Coordinators (ETCs) to review the experiences of their specific programs. TRANSIT will establish the format, structure, overall responsibilities, and logistics of this effort. TRANSIT effort will include, but will not be limited to, training/workshops in specific areas (such as carpooling, vanpooling, teleworking, etc.), problem solving, conflict resolution, and general idea sharing. The affected jurisdiction will assist TRANSIT in establishing a

procedure and forum for ongoing ETC support for affected employers within its jurisdiction.

Newly affected employers will be provided with the opportunity to attend training sessions that are provided by TRANSIT in association with affected jurisdictions. TRANSIT will develop and maintain a training program including appropriate training materials that can be used to train new ETCs and employer representatives. The training program will be modified by TRANSIT based on the feedback received by the participants of previous sessions and by the affected jurisdictions. Training will occur (1) on an ad-hoc basis upon an employer's designation as affected, (2) on an individual basis as new ETCs are designated, and (3) in group settings when a need is demonstrated.

During TRANSIT's ongoing employer contacts for program implementation assistance, ETCs and employer representatives will be directed to contact the affected jurisdiction for information regarding program modification, program review, the law, reporting, surveying and penalties.

6. PROGRAM IMPLEMENTATION

The affected jurisdiction and TRANSIT will continue to meet with employers to provide ongoing support and to assist in the implementation of the services provided for in their approved CTR programs. Employer meetings will be attended by both the affected jurisdiction and TRANSIT whenever possible.

TRANSIT will take the lead maintaining coordination with the affected jurisdiction in assisting employers in such CTR Program implementation services as:

- Ridematch services for carpools and vanpools.
- Carpool and vanpool formation and operation.
- Commuter information centers or assistance with custom orders.
- Bus/train/light rail information and trip planning.
- Support services such as transportation events and marketing materials.
- Marketing material development
- Emergency Ride Home administration

The affected jurisdiction will take the lead maintaining coordination with TRANSIT in assisting employers in such CTR Program implementation services as:

- Reporting requirements
- Employer surveys and other survey instruments useful to employers.
- Parking management programs specific to individual employer site needs.

7. INTERAGENCY COORDINATION

The affected jurisdictions and TRANSIT will participate in all meetings of the Pierce County TDM/CTR Technical Work Group.

The affected jurisdictions and TRANSIT will notify each other at least monthly of all contacts with employers.

Affected jurisdictions will provide TRANSIT with copies of employer reports and survey results.

8. MARKETING

TRANSIT will provide the following marketing activities:

- Assist with transportation events at employment sites to encourage employee participation in high-occupancy vehicle (HOV) alternatives and to assist in the promotion of employer offered HOV services and incentives.
- Maintain a commute options website for commuters and employers located in Pierce County.
- Prepare marketing brochures or other informational pieces on all various program elements and services as needed, and distribute them to affected CTR employers and other interested employers within the affected jurisdiction.
- Assist employers with their marketing efforts.
- Ensure adequate supplies of materials are provided for commuter information centers at affected employer locations.
- Respond to transit requests made directly by CTR-affected employers.

The affected jurisdiction anticipates that additional CTR marketing may be required over and above the dollars proposed under this agreement. Where there is a clear need for additional marketing services including CTR literature, posters, advertisements, brochures, and incentive programs, the affected jurisdiction at its discretion will develop a supplement to this agreement. Pierce Transit, through its continual work with employers, will assist the affected jurisdiction in identifying those needs.

9. PROJECT PROGRESS REPORTING

TRANSIT will provide quarterly progress reports to the COUNTY using Attachment C and Attachment D regarding its activities that directly relate to the CTR program within the geographical limits of all affected jurisdictions. The reports will contain a minimum of the following elements:

- A summary of the employer contacts that were made during the quarter.
- A copy of the updated phone/fax/e-mail employer list.
- Expenditures by budget categories outlined in Attachment C for funds expended by TRANSIT during the previous quarter for the purpose of CTR implementation.

- A summary of CTR events, projects, training, and employer assistance for the quarter.
- Any other key deliverables outlined in the WSDOT approved work plan.

ATTACHMENT C

Project Progress Report

Commute Trip Reduction (CTR) Quarterly Project Report

Reporting quarter:		Date:	
Organization:		Agreement number:	GCB 1567
Biennial targets	Estimate of drive-alone trips to reduce to meet goal:		
Key deliverables: <i>(from work plan)</i>	•		
Completed activities this quarter			
•			
Planned activities for next quarter			
•			
Describe issues, risks or challenges and resolutions			
•			
Estimated expenditures of state funds for this quarter			
•			

ATTACHMENT D
Final Project Progress Report

Commute Trip Reduction (CTR) Final Project Report

Biennium:	2013-2015	Date:	
Organization:		Agreement number:	GCB 1567
Biennial targets	Estimate of drive-alone trips to reduce to meet goal: •		
Deliverables: <i>(from work plan)</i>	•		
Describe your progress on each of your deliverables this biennium.			
•			
Did you meet your targets for this biennium? Why or why not?			
What were your major successes this biennium? How did they help you make progress toward the goals in your jurisdiction's CTR plan(s)?			
•			
What were your major challenges this biennium? How did they hinder your progress toward the goals in your jurisdiction's CTR plan(s)?			
•			
How do you measure the performance of your strategies?			
•			
What did you learn this biennium?			
•			
What would help you be more successful in the future? Please be specific (If it's more resources, how much and what would they be for, etc.).			
•			

For each of the strategies in your administrative work plan, describe your expected outcomes, whether you met those outcomes, and why or why not.

Strategy	Expected outcomes	Performance measures	Outcomes met?	Why or why not?

If your organization used other financial resources besides state CTR funds to implement the activities in your administrative work plan for this agreement, please provide the information below.

Source of local funds	Total spent this agreement	How the funds were used
Total local funds:		

If your organization disbursed any state CTR funds to other organizations to implement the activities in your administrative work plan for this agreement, please list the total amount disbursed for the biennium below.

Organization	Total disbursed this agreement	Purpose of disbursal
Total disbursement:		

FACT SHEET

TITLE: Authority for Chief Executive Officer to Enter Into and Execute an Interlocal Agreement with Metropolitan Park District of Tacoma to Provide Service for the Point Defiance Pagoda Centennial Celebration on May 18, 2014

DIVISION: Executive

ORIGINATOR: Tina Lee, Service Innovation Administrator

PRECEDING ACTION: 2014 Budget

COORDINATING DEPARTMENT: Executive

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Request for Service
Exhibit B, Proposed Interlocal Agreement

BUDGET INFORMATION

2014 Budget Amount
\$10,080

Required Expenditure
\$2,097

Impact
(\$7,983)

Explanation: The required expenditure represents approximately 12 service hours, however, 70 hours were estimated in the 2014 budget. Metropolitan Park District of Tacoma (Metro Parks) will reimburse Pierce Transit \$2,097.00 for this special event service.

BACKGROUND: On January 15, 2014, Pierce Transit received a request to provide transportation for a one day special event service in Point Defiance Park on May 18, 2014 (see Exhibit A) for the Point Defiance Pagoda Centennial Celebration. In accordance with 49 United States Code Section 604 Charter Service, Pierce Transit notified all registered charter service providers in our region of the request and received no response in the allotted two-week time frame. 49 United States Code Section 604.9 authorizes a recipient to provide charter service at the request of a third party if no registered charter provider responds to the notice issued.

Pierce Transit desires to provide transit service for Metro Parks and has thus developed a proposed agreement with Metro Parks (see Exhibit B) pursuant to the Interlocal Cooperation Act, RCW 39.34. This agreement outlines the

scope of the service and allows Pierce Transit to charge Metro Parks up to \$2,097 for the cost of operating the requested service.

This tailored transit solution will play a significant role in the centennial celebration of the Point Defiance Pagoda honoring the historic structure's roots as a streetcar station. Pierce Transit will provide two trolleys or buses wrapped as trolleys to transport people from a single boarding/disembarking location, transiting through the Point Defiance Park on a prearranged route, and returning to the boarding/disembarking location.

Providing service in conjunction with the Point Defiance Pagoda Centennial Celebration will help to improve the public perception of Pierce Transit, Goal 3 in the Strategic Plan. For some riders, this is their only exposure to public transit. Restoring service to significant community events like the Point Defiance Pagoda Centennial Celebration also meets Goal 4.2 in the Strategic Plan: "Restore Community Event Service to the major community events by December 31, 2016."

ALTERNATIVES: Do not approve the agreement with Metro Parks. [Impact: Pierce Transit will not be able to provide the requested service nor participate in a significant community event.]

RECOMMENDATION: Approve Resolution No. 14-018, authorizing the Chief Executive Officer to enter into and execute an interlocal agreement with Metropolitan Park District of Tacoma to provide service for the Point Defiance Pagoda Centennial Celebration on May 18, 2014.

RESOLUTION NO. 14-018

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing
the Chief Executive Officer to Enter Into and Execute an Agreement with
Metropolitan Park District of Tacoma to Provide Service for the Point Defiance Pagoda
Centennial Celebration on May 18, 2014

WHEREAS, Pierce Transit and Metropolitan Park District of Tacoma (Metro Parks) have identified a
need for community event service at Point Defiance Park; and

WHEREAS, After receipt of a request by Metro Parks that Pierce Transit provide service to Point
Defiance Park (see Exhibit A hereto), Pierce Transit gave notice of this request to all registered charter service
providers in the region pursuant to 49 CFR 604.14, none of whom responded within the deadline. As a
result, Pierce Transit may provide this service to support Metro Park's Point Defiance Pagoda Centennial
Celebration.

WHEREAS, Metro Parks has offered to provide up to \$2,097.00 in order to fund the service; and

WHEREAS, the parties desire to enter into an agreement pursuant to the Interlocal Cooperation Act,
RCW 39.34, to allow Pierce Transit to provide community event service on May 18, 2014; and

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

Section 1. The Chief Executive Officer is hereby authorized to enter into and execute an
interlocal agreement, in substantially the same form as Exhibit B attached hereto, with Metropolitan Park
District of Tacoma to provide service for the Point Defiance Pagoda Centennial Celebration on May 18,
2014.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
the 14th day of April, 2014.

PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson
Clerk of the Board



SERVICE

APPLICATION FOR COMMUNITY EVENT

Event Information

Event Title: Point
Defiance Park Pagoda's
Centennial Celebration

Event Date(s): May 18,
2014

Sponsoring

Organization(s): Metro
Parks Tacoma

Location of Event: Point
Defiance Park, Tacoma,
WA

Total Anticipated

Attendance: 1,000

Total Anticipated

Ridership: 250

Applicant Name: Metro Parks
Tacoma

Contact Name: Nancy Johnson

Phone Number: 253-305-1092

Cell Number: 253-226-4530

Email: nancyj@tacomaparks.com

Address: 4702 S 19th Street,
Tacoma, WA 98405

Date of Application:

Type of Event: ☐ Fair ☐ Festival ☐ Expo ☐ Parade ☐ Run/Walk
☒ X Other: _____

Event Description:

Please give a detailed description of the event. Use additional space or attach exhibits if necessary.

This event celebrates the centennial of the Point Defiance Park Pagoda. The building's original purpose was to serve as the streetcar station for the park with a large gathering space on top floor and restrooms, men's and women's lounges and a small first aide facility on the bottom floor. In 1938, it became the Point Defiance Bus Stop with the conversion from streetcars to buses. In 1962, the bus route to the park was closed and the Pagoda was converted to a public space for events, gatherings and classes.

Activities planned for the event include public lectures on the history of the building, unveiling of the plaque announcing the Pagoda's inclusion on the National Register of Historic Places and guided tours of the park highlighting the building's significance in the park's history.

As a former stop on the bus line, and with the uniquely wrapped trolley-themed, wheelchair-friendly buses that the agency operates, Pierce Transit is a uniquely qualified provider for the experience this historic site's centennial and national landmark status celebration warrants.

Additionally, with more than 3.1 million visitors to the park annually, this event provides a prime opportunity to highlight the public transit system's route serving this popular destination.

Marketing Plan:

Give a detailed description of this event's marketing plan and how Pierce Transit will be featured in this plan.

The event will be promoted in the District's seasonal event calendar (distribution 47,000); promoted on the Homepage and Event listings on the District's website; included in two Metro Parks ads in the Go Section of the News Tribune, and promoted on the District's Facebook and Twitter accounts.

Route or Service Requested:

Buses will leave from the Point Defiance Park Pagoda and travel along the park's 5 Mile Drive, stopping at major points of interest, and return to the Pagoda.

FEDERAL CRITERIA

I believe this event meets federal guidelines for exception because of one or more of the following (please check all that apply):

☒ Tax Exempt (Federal Tax Identification _____ 91-6000988 _____), and at least one of the following apply:

☒ a significant number of disabled persons will be passengers on the trip

☐ the sponsoring organization is a qualified social service agency

☐ The sponsoring organization is eligible to receive directly or indirectly from a state or local government body public welfare assistance funds for purposes that may require transportation.

☐ This is a special event where private operators are not capable of providing the service.

If checked, please explain:

Transit agencies may petition the Federal Transit Administration for an exception to the charter service regulations in limited circumstances. Check if applicable:

☒ Events of regional or national significance;

☐ Hardship (only for non-urbanized areas under 50,000 in population or small urbanized areas under 200,000 in population; or

☒ Unique and time sensitive events (e.g., funerals of local, regional, or national significance) that are in the interest of the public.

The following are further determinations for establishing the compatibility of the event with Pierce Transit's strategic focus and goals. Please check all the apply:

A fare must be charged for this route. The fare will be either:

☒ Reimbursed by sponsoring agency, or

☐ Passenger paid

Event open to general public:

☒ Yes

☐ No

Applicant agrees to acknowledge Pierce Transit as a partner in the following ways:

x PT logo will appear on promotional media subject to PT approval.

x Event service will be publicized with event promotions

The space below is for any additional information you may want to include in your applications:

Signed by:

Title:

Communications & Public Relations Mgr

Thank you for your interest - Please allow 3 weeks for the review process

PT Use Only:

☐ No private charter service is "willing or able" to provide service to this event.

☐ This event route coincides with fixed route service.

☐ The service by a willing and able operator(s) creates a hardship on the customer in a non-urbanized area.

☐ An agreement has been reached with all willing and able private operators for this event to be provided directly to the customer (to be confirmed by PT).

FINAL DETERMINATION:

Reviewed by:

EXHIBIT B

Interlocal Agreement for Service between the Metropolitan Park District of Tacoma and Pierce County Public Transportation Benefit Area Corporation

This interlocal agreement ("Agreement") is by and between Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit") and the Metropolitan Park District of Tacoma ("Metro Parks"), a municipal corporation, who are sometimes referred to hereinafter individually as "Party" or collectively as the "Parties." The Parties are authorized to reach this Agreement pursuant to the Interlocal Cooperation Act, RCW 39.34.

RECITALS

Whereas, Pierce Transit and Metro Parks have identified a need and seek to enter into an agreement for Pierce Transit to provide a one day special transportation service in Point Defiance Park on May 18, 2014 ("the Service" or "Service"); and

Whereas, the Service will be a tailored transit solution that will play a significant role in the centennial celebration of the Point Defiance Pagoda (the "Event") honoring the historic structure's roots as a streetcar station, by providing use of two trolleys or buses wrapped as trolleys ("Trolleys") to transport people from a single boarding / disembarking location, transiting through the Point Defiance Park on a prearranged route, and returning to the boarding / disembarking location; and

Whereas, in prior years, Pierce Transit has successfully provided transportation service to support other special events in Point Defiance Park; and

Whereas, Point Defiance Park is a significant attraction and asset to Pierce County, attracting more than 3 million annual visitors; and

Whereas, Metro Parks has agreed to offset the cost to Pierce Transit of providing the Event Service through the contribution of partnership funds; and

Whereas Pierce Transit has complied with all requirements of 49 USC § 604 by notifying registered charter providers of the opportunity to provide charter service; and

Whereas, Pierce Transit received no response from charter providers within the required comment period; and

Whereas, 49 USC § 604.9 authorizes Pierce Transit to provide charter service on its own initiative or at the request of third-party if no registered charter provider responds to the notice issued.

Now, therefore, the Parties agree as follows, incorporating by reference the above Recitals:

1. PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to create a mutually beneficial contractual relationship to provide the Service in Point Defiance Park and to establish the general responsibilities of the Parties in relation to the Service.

2. SERVICE DESCRIPTION

- 2.1 On Sunday, May 18, 2014, beginning at noon and concluding at 4 p.m., Pierce Transit will provide two (2) Trolleys at Point Defiance Park to provide public transportation within the Park. Payment by Metro Parks shall include one hour additional service per trolley to compensate for drive time to and from the Park.
- 2.2 Public boarding and disembarking of the Trolleys shall be at Point Defiance Park adjacent to the Pagoda, which location is depicted on Exhibit A. A Trolley shall depart from this location approximately every 30 minutes and will complete the circuit through Point Defiance Park as depicted on Exhibit A. A Trolley may be stationed in the area depicted on Exhibit A as needed to allow for the departure of the other Trolley.
- 2.3 Metro Parks will provide a docent for each Trolley to provide an interpretive explanation of the Park to the riders.
- 2.4 The public will not be charged for riding the Trolleys.

3. PIERCE TRANSIT'S RESPONSIBILITIES

- 3.1 Pierce Transit will provide the Trolleys and drivers and any other operational support for the Service; will operate the Service; and will have both Trolleys at the area designated on Exhibit A by 12 noon on the day of the Event.
- 3.2 Pierce Transit will promote the Event through some of its regular communication channels, including: its website (including a link to Metro Park's website); social media; rider alert signage at boarding locations; and posters inside Pierce Transit buses and its SHUTTLE vehicles displayed from April 28, 2014 – May 11, 2014.
- 3.3 Pierce Transit will display supplemental advertising to promote the Event. Ad shelter displays will be coordinated between Metro Parks and Pierce Transit marketing staff, Metro Parks will design the art and provide to Pierce Transit Marketing. Approximately 15 ad shelter displays shall be posted from May 1, 2014 – May 18, 2014. Cost for raw materials to print the ad shelter posters shall be reimburse by Metro Parks, Pierce Transit staff will print and install ad shelter art.

4. METRO PARKS' RESPONSIBILITIES

- 4.1 Metro Parks shall reimburse Pierce Transit for the Service based on a flat rate formula of \$144 per Vehicle per hour that includes 60 minutes travel time to and from the Event which includes operator sign-in, vehicle prep before Event, vehicle inspection after Event and travel time between Pierce Transit's facility and the Park. Pierce Transit will be providing two (2) Vehicles for six (6) hours each (11 a.m. to 5 p.m.) which includes the one hour per Vehicle for transport to and from the Park for a total transportation cost of \$1,728. Additionally, Metro Parks shall reimburse Pierce Transit for raw materials utilized to print ad shelter art files for displays. Cost for raw material to produce ad shelter art is \$369.

Total Reimbursement for Point Defiance Pagoda Centennial Celebration:

Transportation Cost	\$1,728.00
Ad Shelter Production	<u>\$ 369.00</u>
Total Reimbursement	\$ 2,097.00

- 4.2 Metro Parks will promote Pierce Transit in its Event materials, which may include newspaper advertising, the Event program and social media. Metro Parks will reference and link to Pierce Transit bus rider information on its "Getting There" website. Prior to publishing transit service schedules, routing information, or Pierce Transit's logo, Metro Parks' staff will submit proofs to Pierce Transit's Marketing department for approval. Metro Parks will provide art files for posters and ad shelters to Pierce Transit Marketing for final printing and distribution.
- 4.3 Metro Parks will provide to Pierce Transit the anticipated ridership numbers for the event and any information regarding any known unusual concealed conditions in the Park.

5. INVOICES/PAYMENT PROCEDURES

- 5.1 Pierce Transit will invoice Metro Parks for the reimbursement cost on or after May 19, 2014.
- 5.2 Metro Parks shall provide the reimbursement payment to Pierce Transit within thirty (30) days after receipt of an invoice.
- 5.3 In kind donations by Metro Parks, if any, that further support marketing and outreach efforts for the event Service, are considered above and beyond Metro Parks' financial contribution as described in Section 5 herein, and will not be considered as partial payment of Metro Parks' reimbursement cost.

6. REPRESENTATIONS, INDEMNIFICATION, INSURANCE, REPORTING, AND DISPUTE RESOLUTION

- 6.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No partnership is formed as a

result of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.

- 6.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.
- 6.3 Each Party shall defend, indemnify and hold harmless the other Party, its elected officials, officers, officials, employees, volunteers and agents while acting within the scope of their work or employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the indemnifying Party's own sole or concurrent wrongful acts or omissions in the performance of this Agreement. Each Party agrees that it is fully responsible for the acts and omissions of its own volunteers, employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its volunteers, employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity relating to claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 6.4 Metro Parks shall maintain commercial general liability insurance coverage including coverage for premises liability with no less than \$1,000,000 policy limits per occurrence and \$5,000,000 excess or umbrella coverage. Pierce Transit is and shall remain a member of the Washington State Transit Insurance Pool, a self-insured collective risk pool offering automobile liability coverage with at least \$1,000,000 in policy limits per occurrence. Each party shall be required to name the other as an additional named insured and provide certificates of insurance reflecting additional named insured status within thirty (30) days of the execution of this agreement.
- 6.5 Each Party will promptly report to the other any incident, accident and/or claim occurring or arising upon Pierce Transit or Metro Parks' property that is related in any manner to the Service under this Agreement to the extent that any such reporting Party does not otherwise accept responsibility for the complete management and resolution of such incident, accident or claim (the parties each recognizing that from time to time, minor incidents, accidents or claims may arise which may be resolved without the involvement or joinder of any other Party.) Each Party shall maintain complete and accurate records of any such known incident, accident or claim. Such records shall be maintained by each Party for a minimum term of six (6) years. Each of the Parties will cooperate with one another in the investigation and/or defense of any incident, claim or lawsuit arising under this Agreement, to the extent allowed by law; however no Party shall be required to reveal any matters protected by attorney-client privilege except as may be required by law.

- 6.6 Prior to the initiation of any action or proceeding to resolve disputes arising out of this Agreement, the Parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power, who shall not have substantive involvement in the matters involved in the dispute, unless the parties otherwise agree. Failing resolution, the parties shall attempt to resolve the dispute through a mediation procedure with the assistance of persons or organizations experienced in mediation, initiated within thirty (30) days from the date of a written request for mediation unless this time period is extended by agreement of both parties. The good faith completion of negotiation efforts pursuant to this Article shall be a prerequisite to the filing of any litigation.

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Pierce County, Washington located in Tacoma, Washington, shall have exclusive jurisdiction and venue, as provided by law, over any legal action arising under this Agreement.

- 6.5 The Parties agree that each will be solely responsible for payment of its own attorney fees, witness fees, and/or costs associated with the creation, construction, interpretation, or application of this Agreement and for any disputes regarding the Parties' obligations under this Agreement.
- 6.6 The provisions of this section shall survive any termination of this Agreement.

7. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

Each party hereby acknowledges its obligation to conform to the Americans with Disabilities Act (ADA) together with any other local, federal, or Washington State laws that pertain to the accommodation of persons with disabilities in regard to their access to public facilities. As such:

- a. Pierce Transit agrees to maintain its transit facilities in a manner that conforms to the minimum requirements of the ADA and any applicable Building Code requirements. Metro Parks shall cooperate with Pierce Transit as to any matter involving their respective properties and Pierce Transit's ADA obligations under this Agreement or applicable laws.
- b. Metro Parks acknowledges its responsibility under local building codes and the ADA to provide accessible pathways to the grounds and transit facilities within and upon its property. Any new construction conducted on the property pertaining to this Agreement shall be in conformance with applicable Building Code requirements and the ADA.
- c. Metro Parks shall indemnify and hold harmless Pierce Transit, together with its directors, officers, agents and employees, (referred to as the "Indemnified Parties") from any claim brought against Pierce Transit or any Indemnified Party, as a result of, in connection with, or incident to, any claim or incident pertaining to the failure of Metro Parks to provide accessible public facilities

meeting the requirements of the ADA on Metro Parks' property, and Metro Parks shall process and defend at its own expense any and all such claims, of whatsoever kind or nature, brought against Pierce Transit or any Indemnified Party arising out of, in connection with, or incident to Metro Parks' failure to provide accessible public facilities on its property as may otherwise be required by the ADA and/or any comparable Washington State law or regulation applicable to Metro Parks' public facilities.

8. CHANGES AND MODIFICATIONS

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

9. TERMINATION

9.1 Either Party may terminate this Agreement, in whole or in part, for any reason provided, however, that insofar as practicable, the Party terminating the Agreement must give at least thirty (30) calendar days prior notice to non-terminating Party. Such termination shall be by written notice delivered by certified mail, return receipt requested, of intent to terminate.

9.2 If Metro Parks terminates, Metro Parks will pay Pierce Transit for any documented financial obligation incurred by Pierce Transit prior to cancelation up to the cost of service as described in paragraph 5 to offset the startup and operation costs for the Service.

10. FORCE MAJEURE

Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions; commandeering material, products, or facilities by the federal, state or local government; and/or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event, however, shall this provision eliminate the obligation to make payment to Pierce Transit for the Services completed prior to the date of the inability to perform under this force majeure clause.

11. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized Parties and attached to this Agreement.

12. ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that neither Party shall assign nor transfer in any manner any interest, obligation or benefit of this Agreement without the other's prior written consent.

13. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties hereto and their respective successors and assigns any rights or remedies under or by virtue of this Agreement.

14. MUTUAL NEGOTIATION AND CONSTRUCTION

This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

15. ALL TERMS AND CONDITIONS

This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties related to the subject matter hereof and together with any attachments hereto, constitutes the entire agreement between the Parties. This Agreement may be amended only by written agreement of the Parties.

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

16. CONTACT PERSONS

The Parties shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement.

	Metro Parks Tacoma
Contact Name	Nancy Johnson
Organization	Metro Parks Tacoma
Title	Communications & Public Relations Manager
Address	4702 S 19 th St Tacoma, WA 98405
Telephone	(253) 305-1092
Fax	(253) 305-1098
E-Mail	nancyj@tacomaparks.com

	Pierce Transit
Contact Name	Tina Lee
Title	Service Innovation Administrator
Address	PO Box 99070 Lakewood, WA 98496
Telephone	253-589-6887
Fax	253-581-8075
E-Mail	tlee@piercettransit.org

Each Party warrants and represents that its execution of this Agreement has been authorized by its governing body.

17. **Effective Date.** This Agreement shall take effect when it is signed by all the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the _____ day of _____, 2014.

METRO PARKS TACOMA

PIERCE TRANSIT

By:

By:

Title:

Lynne Griffith

Title: Chief Executive Officer

Date:

Date:

EXHIBIT A
Depiction of the Event Locations

Point Defiance Park



Pagoda – Board zone and Start/End location for Special Event Service.

FACT SHEET

TITLE: Authorizing Chief Executive Officer to Enter Into and Execute a Memorandum of Understanding with Pierce County Supporting Beyond the Borders Special Needs Transportation, Retroactive to January 1, 2014 Through December 31, 2015

DIVISION: ADA/Risk Management

ORIGINATOR: Tim Renfro

PRECEDING ACTION: Continuation of an existing program.

COORDINATING DEPARTMENT: ADA/Risk Management

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed Memorandum of Understanding

BUDGET INFORMATION

2014 Budgeted Amount
\$150,000

Required Expenditure
\$150,000

Impact
Budgeted

Explanation: The Agency plans to contribute up to \$150,000 per year to support the Beyond the Borders Special Needs transportation program managed by Pierce County. This funding serves as secured match for grant funds provided annually by: Washington State Department of Transportation(WSDOT) (\$70,000); Puget Sound Regional Council, PSRC, special needs transportation funding (\$370,000); and Pierce County Community Connections (\$25,000).

BACKGROUND:

The Pierce County Coordinated Transportation Coalition (PCCTC) is a diverse group of citizens, transportation providers, human service agencies, local governments, and advocacy groups working together to develop a local special needs coordinated transportation plan to achieve increased efficiencies and to provide enhanced mobility and availability of transportation options. The County is designated as lead agency for PCCTC and also coordinates funding and contract management activities for Beyond the Borders, a program designed to serve transportation disadvantaged individuals who met the State definition of special needs, including; individuals with disabilities,

low income, elderly, or youth between the ages of twelve and seventeen. Pierce Transit is a founding member of PCCTC and is mandated by the FTA to participate in local coordination activities. Pierce Transit has contributed to funding Beyond the Borders since the program's beginning, in 2002.

Beyond the Borders offers both circular routes and demand response services. The service provides trips traveling outside the PTBA, and also brings passengers into the PTBA to access Pierce Transit or Sound Transit services. The demand response service covers those areas as well as Eatonville, Orting, Graham, Bonney Lake, Roy, and other areas south and east of the PTBA in unincorporated Pierce County.

Data from 2013 indicates that the program provided a total of 14,889 trips, a monthly average of 1,241. The circular routes began in March of 2013 and averaged 625 boardings monthly, providing a yearly total of 6,255. The demand response service provided an average of 720 trips monthly for a total of 8,634 trips in 2013. Demand cost per trip averaged \$36.53. Because of the coverage area size, demand trips averaged between eight and nearly nine and a half miles. In comparison, SHUTTLE demand response trips cost on average \$46.11 per trip and the average trip is approximately 7.34 miles. It is estimated that 52% of the demand trips provided during the time period either started or ended within the PTBA.

This program has been recognized as an important accomplishment in coordination and was the first program of its type in the region. Beyond the Borders continues to receive well-deserved validation through the coordinated PSRC/WSDOT human services competitive grant process and was ranked number two on the list of 35 regional grant applicants seeking funding in the most recent competition. This project is included in the Transit Development Plan, as well as the local and regional (PSRC 20/40) Human Services Plans.

ALTERNATIVES: 1. Take no action; and the impact will significantly reduce special needs transportation options.

RECOMMENDATION: Approve Resolution No. 14-019, authorizing the Chief Executive Officer to enter into and execute a Memorandum of Understanding with Pierce County supporting Beyond the Borders for a period of two years and retroactive to January 1, 2014 through December 31, 2015.

RESOLUTION NO. 14-019

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to Enter into and Execute a Memorandum of Understanding Agreement with Pierce County Supporting Beyond the Borders Special Needs Transportation, Retroactively to January 1, 2014 through December 31, 2015

WHEREAS, Pierce Transit, and Pierce County are founding members of the Pierce County Coordinated Transportation Coalition; and

WHEREAS, Pierce County and Pierce Transit have worked successfully together, leveraging resources since 2002 to support this program; and

WHEREAS, Pierce County is the lead agency for coordinating special needs transportation, with the goal of identifying and meeting unmet transportation needs for identified stakeholders; and

WHEREAS, Pierce County's mission is complementary to Pierce Transit's mission of connecting communities with safe, reliable, customer-friendly transit options; and

WHEREAS, Pierce Transit wishes maintain its established partnership with Pierce County by committing to a written agreement with a term of two years; and

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

The Chief Executive Officer is hereby authorized to enter into and execute the attached Memorandum of Understanding (Exhibit A) with Pierce County to continue to support Beyond the Borders Special Needs Transportation, Retroactively to January 1, 2014 through December 31, 2015, and this authority shall be granted retroactively to January 1, 2014.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 14th day of April, 2014.

PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson
Clerk of the Board

MEMORANDUM OF UNDERSTANDING
BETWEEN PIERCE COUNTY AND PIERCE TRANSIT
SUPPORTING BEYOND THE BORDERS SPECIAL NEEDS TRANSPORTATION

This, Memorandum of Understanding (“Agreement”), made and retroactively effective the 1st day of January, 2014, by and between Pierce County, (County), and the Pierce County Public Transportation Benefit Area (PTBA) Corporation, a Municipal Corporation, (Pierce Transit), formed under authority of Chapter 36.57A of the Revised Code of Washington, sets forth a common agreement concerning the development, funding and implementation of coordinated transportation projects, including a “Coordinated Transportation Plan: for people with special transportation needs in Pierce County”. This Agreement provides for a combination of products and services in a manner and pursuant to forms of government organization that will accord best geographic, economic, population and other factors influencing the needs and development of local communities:

RECITALS

Whereas, Pierce Transit and the County are both active members of the Pierce County Coordinated Transportation Coalition (PCCTC) and;

Whereas, the County is the lead agency for developing a Human Services Coordinated Transportation Plan for Pierce County in accordance with Agency Council on Coordinated Transportations (ACCT) guidelines and under the cooperative guidance of PCCTC, and;

Whereas, the County has received grant funding that supports coordinated transportation projects, and;

Whereas, both jurisdictions support the cooperative development and implementation of coordinated transportation projects to the extent feasible with limited resources, and serving a variety of community transportation service needs, and

Whereas, both parties wish to enter into this Agreement, in order to help fund and complete coordinated transportation projects “for people with special transportation needs in Pierce County;

Now therefore, in consideration of interagency efficiencies the County and Pierce Transit hereby agree to work jointly to coordinate grants, and funding opportunities that support efforts to develop and implement coordinated transportation projects as specified under this Agreement.

OBJECTIVE

The objective of this Agreement is to support ridership for Beyond the Borders from January 1, 2014 through December 31, 2015.

COORDINATED TRANSPORTATION PROJECT BACKGROUND

In October of 2000 the Pierce County Coordinated Transportation Coalition (PCCTC) was formed. PCCTC is a diverse group of citizens, transportation providers, human service agencies, local governments, and advocacy groups that are working together to develop a coordinated transportation plan. The mission of PCCTC is to plan for and develop coordinated transportation services and programs that will achieve increased efficiencies and will be able to provide enhanced mobility and accessibility to a great number of residents, particularly those with special transportation needs. The County is designated as lead agency to coordinate funding and contract management activities for PCCTC. As lead agency, the County has managed the administrative process to develop and implement a coordinated transportation plan for Pierce County.

This Agreement supports and leverages resources toward Beyond the Borders. Beyond the Borders is the first coordinated transportation project created by PCCTC and has been in operation since 2002 and Pierce Transit has been a supportive partner since the beginning. This program provides access to Pierce Transit services for those who live beyond PTBA coverage, and provides access to other destinations outside the PTBA. The program serves individuals with special needs including youth, individuals with disabilities, low income individuals, and the elderly. Along with Pierce Transit's contribution, other funding sources include grants administered through the Washington State Department of Transportation (WSDOT) and the Puget Sound Regional Council (PSRC). Beyond the Borders was ranked number two on the list of regional projects seeking funding from the PSRC competitive human services grant process for the 2014-2015 biennium. This project is included in the Transit Development Plan, as well as the local and regional (PSRC 20/40) Human Services Plan.

RESPONSIBILITY OF THE COUNTY TO PIERCE TRANSIT

Beyond the Borders shall be managed by Pierce County. The County will be responsible for contracting for services, paying for all goods and services related to the project and fiscal record keeping for Beyond the Borders. The County may request matching funds for this service under the terms of this Agreement. All requests shall include documentation of project costs and/or a copy of all invoices. The County is responsible for documenting and requesting eligible reimbursement under this Agreement and submitting requests to Pierce Transit.

ADMINISTRATION

The management of coordinated transportation projects shall be under the direction of the County, unless specified otherwise under this Agreement. The County has designated Tess Colby, Manager of Housing and Community Development, Pierce County Community Connections, as lead person for these projects. Pierce Transit has designated Tim Renfro as Pierce Transit's liaison with the County under this Agreement.

FUNDING SOURCES and DISTRIBUTION

Under the terms of this Agreement, Pierce Transit will provide up to one hundred and fifty thousand dollars (\$150,000.00) yearly toward Beyond the Borders, as long as Pierce Transit's financial conditions permit this contribution and this funding is allocated in Pierce Transit's budget. Pierce Transit will not be

deemed to be in violation of this Agreement if this contribution is not approved in Pierce Transit's annual budget. The County may use up to 10% of these funds for administrative costs to support this project. Pierce Transit's contribution may not exceed fifty percent (50%) of the total project cost, and may be used to match the County's other available resources including any eligible combination of local, Federal, or State funding to be secured by the County, and subject to grant match requirements. The County shall invoice Pierce Transit for final reconciliations of Pierce Transit's contribution no later than December 31, yearly. Final approval and distribution is subject to meeting all grant requirements.

This Agreement does not specify the source of funding used by Pierce Transit to complete obligations identified under this Agreement.

CONTRACTS for COORDINATED TRANSPORTATION PROJECTS

The County shall have authorization to award and manage project contracts. This shall include making payments to contractors and any suppliers. The County shall notify Pierce Transit of any changes in contracts that would change scope of work or timeline for completion of projects under this Agreement. The County shall coordinate with Pierce Transit to assure consistency with grant requirements and project intent prior to executing a contract for a project identified under this Agreement.

INDEMNIFICATION

Each Party to this Agreement shall be responsible for its own acts and /or omissions and those of its employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

TERMINATION

Either party may terminate this Agreement hereto with 60 days advance written notice sufficient to permit the remaining Party to reasonably assume the responsibilities being performed by the terminating Party. Such termination shall not affect or terminate any other Agreement between the parties hereto. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement.

NON-DISCRIMINATION

The parties hereto agree that they shall not participate in any discriminatory action against any employee who is paid by funds indicated in the Agreement, or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

MODIFICATIONS TO THIS AGREEMENT

The County and Pierce Transit may request changes to the Agreement. Any such changes that are mutually agreed upon by the parties to the Agreement shall be incorporated herein by written amendment to this Agreement.

DURATION

This Agreement shall commence retroactively upon January 1, 2014 through December 31, 2015, or until both parties agree that the coordinated transportation projects have been completed.

NOTICES and REQUESTS

Notices to the County: Until such time as the County notifies Pierce Transit in writing otherwise, all notices to the County required to be given under the terms of this Agreement, unless otherwise specified herein, or as may be amended, shall be given in writing, addressed as follows:

Tess Colby
Pierce County Community Connections
1305 Tacoma Avenue South Suite 104
Tacoma, WA 98402

Notices to Pierce Transit: Until such time as Pierce Transit notifies the County in writing otherwise, all notices to Pierce Transit required to be given under the terms of the Agreement, unless otherwise specified herein, or as may be amended, shall be given in writing, addressed as follows:

Dana Henderson
General Counsel
Pierce Transit
P.O. Box 99070
Tacoma, WA 98496-0070

IN WITNESS WHEREOF, the parties hereto hereby agree to the terms of this Agreement as of the date first written above.

PIERCE TRANSIT PUBLIC TRANSPORTATION
BENEFIT AREA CORPORATION

PIERCE COUNTY

By: _____
Lynne Griffith, Chief Executive Officer

By: _____

Recommended by:

Approved as to form:

Wayne Fanshier, Chief Financial Officer

Attest:

Attest:

Deanne Jacobson,
Clerk of the Board

FACT SHEET

TITLE: Authority to Amend the 2014 Capital Budget and Authorize Purchase of Ten (10) Forty-Foot Compressed Natural Gas Replacement Coaches, Pursuant to the Greater Richmond Transit Company, Richmond, VA Contract No. 114-13-07

DIVISION: Operations

ORIGINATOR: Doug Middleton

PRECEDING ACTION: Resolution No. 13-037, adoption of the 2014 Budget

COORDINATING DEPARTMENT: Budget, Purchasing, Fleet Maintenance

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Exhibit A, Proposed Resolution

BUDGET INFORMATION

2014 Budget Amount
\$0

Required Expenditure
\$5,411,414

Impact
\$5,411,414

Explanation: Add the project to the capital budget and approve purchase of ten (10) forty-foot Compressed Natural Gas coaches to replace Compressed Natural Gas coaches that are beyond their useful life using local funds.

BACKGROUND: This resolution requests an amendment to the 2014 Capital Budget from the Board of Commissioners in the amount of \$5,411,414 and authorization of the purchase of ten (10) forty-foot Compressed Natural Gas (CNG) replacement Coaches from Gillig Corporation under contract #114-13-07 competitively procured by the Greater Richmond Transit Company (GRTC) in Richmond, Virginia. The ten (10) coaches to be replaced are 2000 New Flyer compressed natural gas coaches, with tanks that will expire in March 2015.

The replacement of these coaches is being requested following a review and analysis over the last several months by the Planning and Scheduling Department of the service area and ridership demand after the prior reductions. It has also been determined that five (5) 30-foot coaches can be reactivated from the contingency reserve fleet into regular service on lower performing routes limiting the need for further coach replacement at

this time. Additionally, there has been six months of stable sales tax collections since preparation of the 2014 Budget reducing uncertainty about future service and confirming the need for these buses.

Staff recommends, in accordance with Ch. 30.34 RCW, entering into an interstate compact agreement for the purchase of coaches competitively procured by Greater Richmond Transit Company of Richmond, Virginia instead of instituting a Pierce Transit procurement, which would be duplicative of the Virginia procurement contract. Utilizing this contract will help to ensure that new coaches are received prior to tank expirations.

Staff has obtained formal assignment options available pursuant to the Greater Richmond Transit Company Contract. This was done in conformance with Ch.39.34 RCW, providing for an interstate compact purchase of coaches through Greater Richmond Transit Company allowing the transfer of purchase options to Pierce Transit. We have thoroughly reviewed updated pricing received from Gillig Corporation in accordance with the Producer Price Index and are satisfied that pricing is fair and reasonable, remains competitive in the market place and substantially complies with all state, federal and competitive rules and regulations. In addition, pre-award Buy America information has been received from Gillig Corporation and exceeds the 60 percent American content requirement.

The price quoted by Gillig is \$493,292 per bus for a total of \$4,932,920 plus tax which includes the base price and additional options selected by Pierce Transit for a fully equipped coach. Gillig has provided an excellent product and service in the past, and staff is confident this will continue in the future.

ALTERNATIVES: The alternative would be to not replace the coaches, and use reserve fleet coaches which Sound Transit surplused in 2011 and sold to Pierce Transit. They are 1999 forty-foot, diesel powered, high floor Gilligs designed specifically for express service versus the type of local service provided by Pierce Transit. The average mileage on these 15 year-old reserve fleet coaches is 714,240 miles which if put into active service, would increase road failures, negatively impact service delivery, and escalate maintenance costs.

RECOMMENDATION: Approve Resolution No. 14-020, authorizing amendment of the 2014 Capital Budget to add the 2014 Bus Replacement Project, and authorizing the purchase of Ten (10) Forty-Foot Compressed Natural Gas Replacement Coaches, pursuant to the Greater Richmond Transit Company, Richmond, Virginia Contract No. 114-13-07.

RESOLUTION NO. 14-020

A RESOLUTION of the Board of Commissioners of Pierce Transit
Authorizing Amendment to the 2014 Capital Budget to Add the 2014 Bus Replacement Project and
Authorizing the Purchase of Ten (10) Forty-Foot Compressed Natural Gas (CNG), Pursuant to the
Greater Richmond Transit Company (GRTC) Contract No. 114-13-07

WHEREAS, by Resolution No. 13-037, approved on the 9th day of December, 2013, the Board of
Commissioners of Pierce Transit adopted the 2014 Budget; and

WHEREAS, these ten (10) coaches will replace buses that reached the end of their useful life; and

WHEREAS, staff has identified a competitively procured contract by GRTC Transit System in Richmond,
Virginia which includes coaches matching Pierce Transit's requirements; and

WHEREAS, pursuant to Ch.39.34 RCW, Pierce Transit is authorized to enter into an interstate compact
for purchase of coaches through the GRTC Transit System contract, allowing for the transfer of purchase
options to Pierce Transit; and

WHEREAS, staff has reviewed and is satisfied that the procurement process used to develop the
contract substantially complies with all state, federal and competitive rules and regulations; and

WHEREAS, staff has received the required pre-award Buy America Information from the manufacturer,
Gillig Corporation; and

WHEREAS, the proposal from Gillig Corporation to provide ten (10) Forty-Foot CNG Coaches for the
amount of \$493,292 per bus for a total of \$4,932,920, plus tax includes all Pierce Transit's options and is
considered to be fair and reasonable; and

WHEREAS, the Board of Commissioners of Pierce Transit finds it in the best interest of Pierce Transit to
amend the 2014 Capital Budget and authorize the purchase of ten (10) Forty-Foot CNG replacement coaches
from the Greater Richmond Transit Company Contract;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

Section 1. The 2014 Capital Budget is herewith amended to reflect a new capital project: 2014 Bus
Replacement Project in the amount of \$5,411,414 which includes sales tax.

Section 2. The Chief Executive Officer is herewith authorized to purchase ten (10) Forty-Foot CNG
replacement coaches from the Greater Richmond Transit Company Contract No. 114-13-07.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
the 14th day of April, 2014.

PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson
Clerk of the Board

FACT SHEET

TITLE: Authority to Purchase Thirty-nine (39)
Replacement Vehicles to Support Fixed Route Revenue
Service from Washington State Contract No. 03613

DIVISION: Operations
ORIGINATOR: Bill Spies

PRECEDING ACTION:

Resolution No. 13-037, Adoption of the 2014 Budget which includes funding for purchasing Support Vehicles.

COORDINATING DEPARTMENT: Maintenance, Procurement

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Exhibit A, Proposed Resolution

BUDGET INFORMATION

2014 Budget Amount
\$1,199,806

Required Expenditure
\$956,007

Impact
(\$243,799)
Under Budget

Explanation: Authority to Purchase Thirty-Nine (39) replacement vehicles in accordance with Pierce Transit replacement schedule for support vehicles. Funds are provided in two separate capital projects in the 2014 budget which total \$1,199,806 for support vehicle replacement. Both projects are locally funded.

BACKGROUND: This resolution seeks authority to purchase thirty-nine (39) Replacement Vehicles to support Fixed Route revenue service from Washington State Contract No. 03613. Support vehicles have not been replaced since 2009 due to decline in revenues which resulted in service reductions. In 2013, with additional service reductions planned, Support vehicle purchases were again postponed. Currently, there are thirty-nine vehicles that are over ten years old or will have over 120,000 miles within the next 6 months. These Support vehicles are used daily by field service supervisors, as well as bus operators for transportation to and from Pierce Transit base for in-the-field route assignments. These vehicles have reached the end of their useful life and are critical for providing uninterrupted bus service throughout the service area. The 2014 Capital Budget includes two Support Vehicle Replacement projects, the 2013 project that was postponed, and the 2014 project; therefore, the funds are available to replace existing vehicles that meet the replacement parameters (10 Years or 120,000 miles) and are beyond their useful life. The State of Washington has established vehicle contracts that allow for use by political subdivisions. Staff has reviewed the contracts available and has identified the

vehicles appropriate for our intended purpose. State Contract pricing is obtained on a competitive bid basis and is considered to be fair and reasonable. Vehicles to be replaced and the associated cost of replacement via the State Contract pricing are as follows:

Description:	Age:	Mileage	Replacement Cost
Dodge Grand Caravan SE	2005	132,089	\$24,513
Dodge Grand Caravan SE	2005	146,718	\$24,513
Dodge Grand Caravan	2006	123,546	\$24,513
Dodge Grand Caravan	2006	127,300	\$24,513
Dodge Grand Caravan	2006	129,719	\$24,513
Dodge Grand Caravan	2006	143,843	\$24,513
Dodge Grand Caravan	2006	127,335	\$24,513
Dodge Grand Caravan	2006	131,686	\$24,513
Dodge Grand Caravan	2006	120,255	\$24,513
Dodge Grand Caravan	2007	139,426	\$24,513
Dodge Grand Caravan	2007	118,170	\$24,513
Dodge Grand Caravan	2003	102,939	\$24,513
Dodge Grand Caravan	2003	117,500	\$24,513
Ford Taurus Sedan	1995	98,552	\$24,513
Dodge Grand Caravan	2008	140,732	\$24,513
Dodge Grand Caravan	2006	159,322	\$24,513
Dodge Grand Caravan	2006	158,527	\$24,513
Dodge Grand Caravan	2006	143,138	\$24,513
Dodge Grand Caravan	2006	141,679	\$24,513
Dodge Grand Caravan	2006	153,536	\$24,513
Dodge Grand Caravan	2006	168,682	\$24,513
Dodge Grand Caravan	2006	152,675	\$24,513
Dodge Grand Caravan	2006	144,457	\$24,513
Dodge Grand Caravan	2006	136,966	\$24,513
Dodge Grand Caravan	2006	139,562	\$24,513
Dodge Grand Caravan	2006	161,556	\$24,513
Dodge Grand Caravan	2006	165,617	\$24,513
Dodge Grand Caravan	2006	145,937	\$24,513
Dodge Grand Caravan	2006	131,913	\$24,513
Dodge Grand Caravan	2007	121,884	\$24,513
Dodge Grand Caravan	2007	121,414	\$24,513
Dodge Grand Caravan	2007	123,935	\$24,513
Dodge Grand Caravan	2007	133,490	\$24,513
Dodge Grand Caravan	2007	135,196	\$24,513
Dodge Grand Caravan	2007	126,492	\$24,513
Chevrolet Astro Van	2003	97,224	\$24,513
Chevrolet Astro	1997	106,971	\$24,513
Dodge Grand Caravan	2003	102,616	\$24,513

FACT SHEET
PAGE 2

Dodge Grand Caravan	2003	135,120	\$24,513
---------------------	------	---------	----------

ALTERNATIVES: The alternative would be to develop specifications and solicit bids ourselves; however, in the past we were not able to achieve the deep discounts offered in the state contracts due to combined statewide volume.

RECOMMENDATION: Approve Resolution No. 14-021, authorizing the purchase of thirty-nine (39) replacement vehicles to support fixed route revenue service from Washington State Contract No. 03613.

RESOLUTION NO. 14-021

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Purchase
Of Thirty-Nine (39) Replacement Vehicles to Support Fixed Route Revenue Service from
Washington State Contract No. 03613

WHEREAS, by Resolution No. 13-037, approved on the 9th day of December, 2013, the Board of
Commissioners of Pierce Transit adopted the 2014 Budget; and

WHEREAS, the 2014 Budget contains funds for support vehicle replacement; and

WHEREAS, these thirty-nine (39) vehicles will replace vehicles that have reached the end of
their useful life; and

WHEREAS, Washington State Contract No. 03613 provides for a variety of vehicles and permits
participation by political subdivisions; and

WHEREAS, the contract includes specifications and options for thirty-nine (39) Dodge Grand
Caravans at a total cost of \$956,007 (thirty-nine vans at \$24,513 each); and

WHEREAS, pricing available from State of Washington contracts has been arrived at
competitively and is considered to be fair and reasonable; and

WHEREAS, the Board of Commissioners of Pierce Transit finds it in the best interest of Pierce
Transit to purchase thirty-nine (39) Dodge Grand Caravans from Washington State Contract No. 03613;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

Section 1. The Chief Executive Officer is hereby authorized to purchase said vehicles for a total of
\$956,007 from State Contract No. 03613.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
the 14th day of April, 2014.

PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson
Clerk of the Board

FACT SHEET

TITLE: Authority to Amend the 2014 Capital Budget
To Include Replacement Of Mobile Radios For Sound
Transit Bus Fleet And To Authorize The Purchase Of
Radio Communications Equipment From
Washington State WSCA Contract No. 02702

DIVISION: Operations

ORIGINATOR: Carlos Davis

PRECEDING ACTION:

Resolution No. 06-004, Authority to Negotiate and Execute a Master Agreement for the Mobile Communications System, Task Order No. 1 for Voice and Data Radio and Task Order No. 2 for CAD/AVL with Motorola and Amendment of the 2006 Capital Budget

Resolution No. 10-024, Authority to Amend the 2010 Operating Budget and Execution of Sole Source Purchases of Radio/CAD/AVL Equipment with Motorola and ACS for Installation on Sound Transit Coaches

Resolution No. 11-004, Authority to execute an Interlocal Agreement with Pierce County for the Operations of a Combined Communications Network

Resolution No. 12-035, Adoption of the 2013 Budget which includes funding for purchasing Phase 1 Replacement Radio Communications Equipment

Resolution No. 13-037, Adoption of the 2014 Budget which includes funding for purchasing Phase 2 Replacement Radio Communications Equipment

COORDINATING DEPARTMENT: Radio Communications, Procurement

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Exhibit A, Proposed Resolution

BUDGET INFORMATION

2014 Budget Amount
\$1,694,848

Required Expenditure
\$2,294,848

Impact
Approximately \$600,000

Explanation: The capital budget needs to be amended to add approximately \$600,000 to allow for replacement of radios for the Sound Transit Bus fleet in the approved Radio Subscriber Replacement Project, and authorize the purchase of radio equipment through the existing Washington State WSCA Contract No. 02702. Sound Transit has agreed to reimburse Pierce Transit up to \$600,000 for the full cost of 133 replacement radios to be installed in the Sound Transit bus fleet during 2014.

BACKGROUND: This resolution seeks authority to amend the capital budget in the amount of \$600,000 to include the purchase of Sound Transit replacement radios in the approved 2014 Radio Subscriber Replacement Project. This resolution will also authorize the purchase of replacement radio communications equipment from Motorola Solutions and Aviat Networks, through the existing Washington State WSCA Contract No. 02702 in order to meet the Federal Communications Commission's (FCC) narrow-banding mandate. Sound Transit will reimburse Pierce Transit for the full cost of 133 replacement radios to be installed in the Sound Transit bus fleet during 2014.

In February 2006, the Board of Commissioners approved the purchase of a mobile communications system from Motorola Solutions. Subsequently, this equipment was installed at six tower sites and in all Pierce Transit buses, shuttles, support vehicles and Sound Transit coaches. All equipment purchased was compliant with the first phase of FCC's Public Safety requirements for a 700 MHz radio system which included radio equipment narrow-banded from 25 MHz to 12.5 MHz.

In January of 2011, the Board of Commissioners authorized the execution of an interlocal agreement with Pierce County for operation of a combined communications network, which provides both agencies the opportunity for cost sharing while preparing to meet the next phase of narrow-banding mandated by the FCC. This next phase requires that the Pierce Transit/Pierce County combined communications network be narrow-banded from 12.5 MHz to 6.25 MHz by December 31, 2016. Purchase of 6.25 MHz narrow-band radio equipment has been spread over the next three years in the six-year Capital Budget; 2014 represents year two for purchasing this compliant radio equipment.

In December 2013, the Board of Commissioners adopted the 2014 budget. This project was approved in the 2014 capital budget; therefore, the majority of the funds are available to replace existing equipment with equipment which complies with the FCC 6.25 MHz narrow-banding requirements. At this time, Pierce Transit is eligible to take advantage of cost sharing with Pierce County using tiered state contract pricing discounts due to the interlocal agreement between Pierce County and Pierce Transit and radio project Pierce County awarded to Motorola Solutions which is currently in progress.

ALTERNATIVES: The alternative would be to not purchase narrow-band radio communications equipment at this time. This course is not recommended since the channel capacity of the Pierce Transit/Pierce County combined communications network is reliant on both parties' narrow-banding all radio equipment to 6.25 MHz, and the additional tiered pricing discounts through the state contract will no longer be available to Pierce Transit when the County radio project is completed in early 2015.

RECOMMENDATION: Approve Resolution No 14-022, authorizing the amendment of the 2014 Capital Budget to add \$600,000 for replacement of mobile radios for Sound Transit Bus fleet, and authorize the purchase of Radio Communications Equipment from Motorola Solutions and Aviat Networks, through the existing Washington State WSCA Contract No. 02702.

RESOLUTION NO. 14-022

1 A RESOLUTION of The Board of Commissioners of Pierce Transit Authorizing Amendment to the 2014 Capital
2 Budget to Increase the Amount of Radio Replacement Capital Project and to Authorize the Purchase of
3 Replacement Radio Communications Equipment From Washington State WSCA Contract No. 02702
4

5 WHEREAS, by Resolution No. 06-004, approved on the 13th day of February, 2006, the Board of
6 Commissioners of Pierce Transit authorized execution of a master agreement for a Mobile Communications
7 System, Task Order No. 1 for Voice and Data Radio and Task Order No. 2 for CAD/AVL with Motorola and
8 Amendment of the 2006 Capital Budget; and
9

10 WHEREAS, by Resolution No. 10-024, approved on the 13th day of September, 2010, the Board of
11 Commissioners of Pierce Transit Amended the 2010 Operating Budget and authorized the execution of Sole
12 Source purchases of Radio/CAD/AVL equipment with Motorola and ACS for installation on Sound Transit
13 coaches; and
14

15 WHEREAS, by Resolution No. 11-004, approved on the 10th day of January, 2011, the Board of
16 Commissioners of Pierce Transit authorized entering into an interagency agreement with Pierce County for the
17 Operations of a Combined Communications Network; and
18

19 WHEREAS, by Resolution No. 12-035, approved on the 10th day of December, 2012, the Board of
20 Commissioners of Pierce Transit adopted the 2013 Budget which includes funding for purchasing Phase 1 of
21 Radio Communications Equipment required for FCC mandated narrow-banding; and
22

23 WHEREAS, by Resolution No. 13-037, approved on the 9th day of December, 2013, the Board of
24 Commissioners of Pierce Transit adopted the 2014 Budget which includes funding for purchasing Phase 2 of
25 Radio Communications Equipment required for FCC mandated narrow-banding; and
26

27 WHEREAS, Washington State WSCA Contract No. 02702 provides for Radio Communications
28 Equipment appropriate for Pierce Transit's purpose and permits participation by political subdivisions; and
29

30 WHEREAS, the interlocal agreement with Pierce County for combining the communications network
31 substantially increases the size of the project, allowing for a larger discount on the Washington State WSCA
32 Contract No. 02702 than the individual agencies would receive independently; and
33

34 WHEREAS, the contract includes specifications and options for purchasing Radio Communications
35 Equipment for a cost not to exceed \$2,294,848 and,
36

37 WHEREAS, Sound Transit will reimburse Pierce Transit up to \$600,000 for purchasing Radio
38 Communications Equipment for installation on Sound Transit buses to both meet their operational needs and
39 FCC Narrowbanding regulatory requirements, and
40

41 WHEREAS, pricing available from the State of Washington WSCA Contract has been arrived at
42 competitively and is considered to be fair and reasonable; and
43

44 WHEREAS, the Board of Commissioners of Pierce Transit finds it in the best interest of Pierce Transit to
45 purchase from Washington State WSCA Contract No. 02702.

1
2 NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:
3

4 Section 1. The 2014 Capital Budget is herewith amended to reflect an increase in the Radio
5 Replacement Capital Project in the amount of \$600,000 for a project total of \$2,294,848.

6 Section2. The Chief Executive Officer is herewith authorized to purchase Radio Communications
7 Equipment from Washington State WSCA Contract No. 02702 to comply with the FCC mandate for narrow-
8 banding.
9

10 ADOPTED by the Board of Commissioners of Pierce Transit at a regular meeting thereof held on the
11 14th day of April, 2014.
12

13 PIERCE TRANSIT

14
15 _____
16 Rick Talbert, Chair
17 Board of Commissioners
18

19 ATTEST/AUTHENTICATED
20

21 _____
22 Deanne Jacobson
23 Clerk of the Board
24
25

FACT SHEET

TITLE: A Resolution Proclaiming April as Distracted Driving Awareness Month and April 14-18, 2014 as Distracted Driving Awareness Week at Pierce Transit

DIVISION: Operations

ORIGINATOR: Doug Middleton

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT: Operations

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Exhibit A, Proposed Resolution

BUDGET INFORMATION

2014 Budget Amount
N/A

Required Expenditure
N/A

Impact
N/A

Explanation: N/A

BACKGROUND: The National Safety Council (NSC) has designated April as National Distracted Driving Awareness Month. As part of Pierce Transit's ongoing efforts to promote safety and advance our vision of being the safest transit agency on the West Coast, Pierce Transit is joining the NSC in urging our customers and employees to avoid distractions, especially cell phone usage, while operating vehicles. The NSC estimates that about 26 percent of vehicle crashes involve cell phone usage (even when hands-free), and needless injury and death can be the unfortunate result.

Throughout the month of April, Pierce Transit will launch a system-wide Distracted Driving Awareness Campaign. The Campaign will include on-site displays, safety videos, marketing materials on our buses and inside our facilities, and social media. Staff seeks the Board's support and written endorsement of this effort by proclaiming the month of April as Distracted Driving Awareness Month and April 14-18, 2014 as Distracted Driving Awareness Week at Pierce Transit.

ALTERNATIVES: Verbally support the Distracted Driving Awareness Campaign without formally approving the Resolution.

RECOMMENDATION: Approve Resolution No. 14-023, proclaiming April as Distracted Driving Awareness Month and April 14-18, 2014 as Distracted Driving Awareness Week at Pierce Transit.

RESOLUTION NO. 14-023

A RESOLUTION of the Board of Commissioners of Pierce Transit Proclaiming April as Distracted Driving Awareness Month and April 14-18, 2014 as Distracted Driving Awareness Week at Pierce Transit

WHEREAS, April has been designated by the National Safety Council (NSC) as Distracted Driving Awareness Month; and

WHEREAS, As part of Pierce Transit's ongoing efforts to promote safety and advance our vision of being the safest transit agency on the west coast, Pierce Transit is joining the NSC, in urging our customers and employees to avoid distractions, especially cell phone usage, while operating vehicles; and

WHEREAS, Pierce Transit will launch a system-wide Distracted Driving Awareness Campaign to promote safety and increase awareness of the risks of driving while distracted.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

Section 1. April is herein proclaimed as Distracted Driving Awareness Month, and April 14-18, 2014, as Distracted Driving Awareness Week at Pierce Transit.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 14th day of April, 2014.

PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson
Clerk of the Board