

# PIERCE TRANSIT BOARD MEETING

Training Center, Rainier Room

September 8, 2014, 4:00 PM

## DRAFT AGENDA

### CALL TO ORDER

### ROLL CALL

### PRESENTATIONS

- July Operator of the Month, Leroy Brown  
Hazel Whitish  
Transit Operator Assistant Manager
- Recognition for Brentt Mackie ~Winner of  
2014 Washington State Transit Association  
Roadeo Championship  
Dena Withrow  
Transportation Manager
- Financial Update  
Wayne Fanshier  
Chief Financial Official

### PUBLIC COMMENT

*(Citizens wishing to provide comment will be given five minutes to comment on any transit-related matters regardless of whether it is an agenda item or not.)*

### PUBLIC HEARING

*(Citizens wishing to provide comment will be given three minutes to comment on the public hearing topic(s).)*

- p. 1      • Surplus of Vehicles  
Bill Spies  
Fleet 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.)*

- p. 3      1. Approval of Vouchers, September 1, 2014
- p. 15      2. Minutes: Regular Board Meeting of August 11,  
2014
- p. 19      3. Sole Source Report ~ Third Quarter of 2014
- p. 21      4. FS 14-057, Surplus of Vehicles
- p. 29      5. FS 14-058, Adopting the 2014-2019 Transit  
Development Plan
- p. 33      6. FS 14-059, Authority to Execute a Collective  
Bargaining Agreement with the International  
Association of Machinists and Aerospace Workers  
Local 297

- p. 37 7. FS 14-060, Adoption of Amendment No. 3 to  
Pierce County Sheriff's Department for Transit  
Policing, Emergency and Security Related Services

### **ACTION AGENDA**

- p. 75 1. FS 14-062, Authorizing Fiscal Agreement with  
Multi Care Health Systems for Coordinated  
Transportation Services of the Adult Day Health  
Express Dena Withrow  
Transportation Manager
- p. 79 2. FS 14-063, Authorization to Purchase Radio  
Communication from Motorola, Solutions, Inc., and  
Aviat Networks to Upgrade the UHF Data  
Communication Network Carlos Davis  
Radio Program Administrator
3. Discussion and Potential Action to Appoint  
Additional Board Member(s) to Serve on the  
Transition Committee for the Chief Executive  
Officer Recruitment Process Rick Talbert  
Chair

### **INFORMATIONAL BOARD ITEM**

- Chair Report Rick Talbert  
Chair
- Sound Transit Update Commissioners Strickland/McCarthy

### **STAFF UPDATES/DISCUSSIONS**

### **EXECUTIVE SESSION**

### **ADJOURNMENT**

American Disability Act (ADA) accommodations are available with a 72-hour notice. An interpreter for the hearing impaired will be provided upon request with a minimum notice of two weeks. Please contact the Clerk's office at 253-581-8066 for special accommodations. Meeting room is wheelchair accessible. Registered SHUTTLE customers may obtain specialized transportation to and from the hearing by calling SHUTTLE at 253-581-8100 from one to five days in advance of the hearing.

**PIERCE TRANSIT  
NOTICE OF PUBLIC HEARING  
FOR PROPOSED SALE OF SURPLUS PROPERTY**

Notice is hereby given that a public hearing will be held by Pierce Transit as part of the Board of Commissioners meeting on September 8, 2014. The meeting begins at 4:00 PM and is held in the Pierce Transit Board Room, 3720 - 96th Street S.W., Lakewood, Washington. The purpose of the hearing is to allow public comment on the proposal to declare the following surplus property and to dispose of said property by public sale: Five (5) 2000 New Flyer 40' Coaches, One (1) 1995 Ford Taurus Sedan, One (1) 2000 GMC Sweeper Truck, Thirty-two (32) 2005-2008 Dodge Grand Caravans, Fifteen (15) 2004-2007 Ford E450 Vans (El Dorado Aerotech 240), Six (6) 2005 Ford E350XL/12-15 Passenger Club Wagon Vans, Five (5) 2005 Chevrolet 3500/15-Passenger Vans, Eight (8) 2006 Ford E350/12-15 Passenger Vans and Ten (10) 2007 Chevrolet 15-Passenger Vans. A description of the property to be disposed of is available for inspection at the reception desk on the first floor of Pierce Transit headquarters, 3701 - 96th Street S.W., Tacoma, Washington, or by calling 581-8000.

Specialized transportation for disabled persons to and from the hearing can be obtained by calling SHUTTLE at 581-8100, option 2, from one to five days in advance of the hearing. An interpreter for the hearing impaired will be provided upon request with a minimum notice of two weeks.

Deanne Jacobson, CMC  
Clerk of the Board

*Published in the Tacoma News Tribune and Tacoma Daily Index on August 26, 2014.*

**PIERCE TRANSIT  
BOARD OF COMMISSIONERS  
MINUTES**

**August 11, 2014**

**CALL TO ORDER**

Vice-Chair Vermillion called the meeting to order at 4:02 PM.

Commissioners present:

Steve Vermillion, Vice-Chair, Puyallup Councilmember  
Pat McCarthy, Pierce County Executive  
Daryl Eiding, Edgewood Mayor (*representing Fife/Milton/Edgewood*)  
Lauren Walker, Tacoma Councilmember  
Nancy Henderson, Steilacoom Councilmember  
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)  
Kent Keel, University Place Councilmember

Commissioners excused:

Rick Talbert, Chair of the Board, Pierce County Councilmember  
Marilyn Strickland, Tacoma Mayor (arrived at 4:08 PM)  
Don Anderson, Lakewood Mayor

Staff present:

Lynne Griffith, Chief Executive Officer  
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  
Angela Woods, Deputy Clerk of the Board

**PRESENTATIONS**

- **Update on Summer Jobs 253 Intern Program** ~ Carol Mitchell, Public Relations Officer, gave an overview of the Summer Jobs 253 Intern Program and introduced the three interns who participated in the program: Julie Kramer, Hannah Franklin and Stephanie Gettmann. Ms. Mitchell discussed the interns' contributions to the Agency.

Various Commissioners noted their support for the program and thanked the interns for their help.

- **June Operator of the Month** ~ Transit Operator Assistant Manager Scott Gaines recognized Richard Davila for Operator of the Month for June. Mr. Davila was commended for driving 12 months accident free and for his great customer service skills.

Operator Davila noted he enjoys his job and the encouragement and support he receives from his supervisor, fellow employees and passengers.

- **Financial Update** ~ Chief Financial Officer Wayne Fanshier reviewed the sales tax collections through June of 2014 and monthly forecasts.

- CEO Lynne Griffith spoke about a letter Pierce Transit submitted to the State Legislature asking Congress to pass a short-term measure to stabilize the funds in the Highway Trust Fund.

## **PUBLIC COMMENT**

- Cinderella Helga, Lakewood, commended the Board for providing bus service to the Washington State Fair. She talked about a program for when it's getting dark and if the program is still in existence. She suggested that the financial informational brochure/card be distributed where the ORCA cards are sold.
- Roy Maghee, Lakewood, commented about Routes 202 and 410. He noted that Mr. Davila was a very good choice for Operator of the Month for June. He made recommendations on which bus routes should be altered to provide evening shifts.

## **PUBLIC HEARING**

Principal Planner Darin Stavish presented on the 2014-2019 Transit Development Plan. He noted that to date Pierce Transit has not received any citizens' comments on the plan.

Various commissioners applauded the Agency for the plan.

The Public Hearing was opened at 6:41 PM and the following individual(s) provided comments:

Roy Maghee, Lakewood, provided comments that were neither for nor against the proposed plan.

The Public Hearing was closed at 6:42 PM.

## **CONSENT AGENDA**

*(Items listed below were distributed to Commissioners in advance for reading and study and are enacted with one motion.)*

Commissioners Keel and Walker **moved** and seconded to approve the consent agenda as amended.

Commissioner Vermillion noted a correction to the July 14, 2014 minutes.

Motion **carried**.

1. Approval of August 1, 2014 Vouchers
  - Operating Fund #10
  - Self-Insurance Fund #40
  - Capital Fund #90
  - Voucher Numbers CK 337536 through CK 338130
  - Wire Numbers 1347 through 1361
  - Total \$5,942,931.49

2. Minutes: Regular Board Meeting of July 14, 2014.

## **ACTION AGENDA**

### **1. FS 14-051, Authorizing the Establishment of a Policy for Appointing Transit Representative to the Puget Sound Regional Council Transportation (PSRC) Policy Board**

Commissioners Keel and Walker **moved** and seconded to approve Resolution No. 14-043, establishing a policy for appointing the transit representative to the Puget Sound Regional Council Transportation Policy Board.

Government Relations Officer Justin Leighton provided an overview and explained the governance for this position on the PSRC Policy Board.

Commissioner McCarthy explained the reason for the new representation, which was triggered by the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP 21) requirements. She noted that it is an important role and an important commitment.

Motion **carried.**

## **2. FS 14-052, Appointment of Representative and Alternate to Puget Sound Regional Council Transportation Policy Board**

Commissioners McCarthy and Keel **moved** and seconded to approve Resolution No. 14-044, appointing Commissioner Walker as the primary representative and Commissioner Talbert as the alternate representative on the PSRC Policy Board effective September 1, 2014 through December 31, 2014.

Motion **carried.**

## **3. FS 14-053, Authority to Amend the Capital Budget for the Building 4 Roof Repair Project and Authorization for Washington State Department of Enterprise Services (DES) to Enter Into and Execute a Contract with Commercial Industrial Roofing for General Construction Services for the Building 4 Roof Repair Project**

Commissioners Keel and McCarthy **moved** and seconded to approve Resolution No. 14-045, authorizing amendment of the 2014 Capital Budget to increase the project budget for the Building 4 Roof Repair by \$80,000 and authorizing the Washington State Department of Enterprise Services (DES) to enter into and execute a contract with Commercial Industrial Roofing for General Construction Services in the amount of \$273,637 for General Construction Services for the repair to the Building 4 roof and perimeter walls.

Facilities Maintenance Manager Larry McCarthy presented on the item.

Motion **carried.**

## **4. Update on Recruitment Plan for Chief Executive Officer Position and Consideration to Appoint a Transition Committee to Oversee the Recruitment Process**

Vice-Chair Vermillion provided an update of the recruitment process that was discussed at the August 7, 2014 Special Executive Finance Committee.

Commissioner Walker noted that the committee also discussed that the Executive Search Firm Request for Proposals (RFP) should contain a provision to include an interim candidate. *(Commissioner McCarthy left the meeting at 5:02 PM.)*

At the conclusion of the discussion, it was noted that final selection of the search firm will be considered by the full Board of Commissioners.

Commissioners Keel and Eidinger **moved** and seconded to appoint the Executive Finance Committee to serve as the Transition Committee to manage the search and recruitment process of the Chief Executive Officer and Interim Chief Executive Officer, if deemed necessary.

Motion **carried.**

### **INFORMATIONAL BOARD ITEM**

- Sound Transit Update ~ None.

### **STAFF UPDATES/DISCUSSION**

Business Development Officer Van Sawin provided an overview of proposed route changes to the Fife, Milton and Edgewood demonstration project and the Puyallup Connector. He reviewed the special events that Pierce Transit is currently participating in or will be in the near future. He discussed future partnership that the Agency is working on.

He responded to questions.

### **EXECUTIVE SESSION**

At 5: 14 PM, the regular meeting was recessed into executive session for approximately 30 minutes to discuss labor negotiations, pursuant to RCW 42.30.140 (b); potential litigation, pursuant to RCW 42.30.110 (1)(i) and to receive and evaluate charges brought against a public employee, pursuant to RCW 42.30.110 (1)(f). It was announced that no action will follow in open session.

At 5:45 PM, the executive session was extended five minutes. The time extension was announced to attendees.

The meeting was reconvened into open session at 5:50 PM.

### **ADJOURNMENT**

Commissioners Keel and Walker **moved** and seconded to adjourn the meeting at 5:50 PM.

Motion **carried.**

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Deanne Jacobson, CMC  
Clerk of the Board

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Steve Vermillion, Vice-Chair  
Board of Commissioners

Change Orders & Amendments - Sole Source Over \$10,000					
	Name	Description/Project	Explanation	Contract Amount	Eff. Date
	SPX Genfare - Amendment No. 3	Farebox replacement.	Amendment to the contract for fareboxes to purchase additional tickets for the first six months of operating new fareboxes.	\$19,979.18	9/2/2014
Contracts/Proprietary - Sole Source Over \$10,000					
	Name	Description/Project	Explanation	Contract \$ Amount	Eff. Date
	NONE				
Other - Sole Source Over \$10,000					
	Name	Description/Project	Explanation	Contract \$ Amount	Eff. Date
	NONE				
Contracts over \$100,000 and below \$200,000 awarded from 7/1/14 - 9/30/14					
	Name	Description/Project	Explanation	Contract Amount	Eff. Date
	None				

**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.



## FACT SHEET

**TITLE:** Declaration of Surplus of: five (5) New Flyer CNG Buses; One (1) Ford Taurus Sedan; One (1) GMC Sweeper Truck; Thirty-two (32) Dodge Caravans; Fifteen (15) Ford E450 El Dorado Aerotech Vans; Fifteen (15) Chevrolet 15-Passenger Express Vans; Four (4) Ford E350 12-Passenger Vans; Four (4) Ford E350 15-Passenger Vans; Three (3) Ford E350X 12-Passenger Vans; and Three (3) Ford E350X 15-Passenger Vans, and Authorization for Sale Thereof

**DIVISION:** Operations

**ORIGINATOR:** Bill Spies, Fleet Manager

**PRECEDING ACTION:** N/A

**COORDINATING DEPARTMENT:** Maintenance/Purchasing

**APPROVED FOR SUBMITTAL:**

\_\_\_\_\_  
Chief Financial Officer

**APPROVED FOR AGENDA:**

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

**ATTACHMENTS:**

Proposed Resolution  
Exhibit A, Proposed List of Surplus Vehicles

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### BUDGET INFORMATION

2014 Budget Amount  
N/A

Required Expenditure  
N/A

Impact  
N/A

Explanation: N/A

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### BACKGROUND:

This resolution requests that the Board of Commissioners declare five (5) New Flyer CNG buses, one (1) Ford Taurus sedan, one (1) GMC Sweeper Truck, thirty-two (32) Dodge caravans, fifteen (15) Ford E450 El Dorado Aerotech vans, fifteen (15) Chevrolet 15-passenger Express vans, four (4) Ford E350 12-passenger vans, four (4) Ford E350 15-passenger vans, three (3) Ford E350X 12-passenger vans, and three (3) Ford E350X 15-passenger vans as surplus vehicles and authorize the sale thereof.

Staff has verified that these vehicles exceed their useful life requirements, have been replaced by new vehicles, and are no longer required for use by Pierce Transit. A detailed list of the surplus vehicles is attached to the resolution.

ALTERNATIVES:

Do not declare the vehicles surplus and store them.

RECOMMENDATION:

Approve Resolution No. 14-046, declaring as surplus and authorizing the sale of the following vehicles: five (5) New Flyer CNG buses; one (1) Ford Taurus sedan; one (1) GMC Sweeper Truck; thirty-two (32) Dodge Caravans, fifteen (15) Ford E450 El Dorado Aerotech vans; fifteen (15) Chevrolet 15-passenger Express vans; four (4) Ford E350 12-passenger vans; four (4) Ford E350 15-passenger vans; three (3) Ford E350X 12-passenger vans; and three (3) Ford E350X 15-passenger vans, and authorize the sale thereof.

## RESOLUTION NO. 14-046

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Declaring Surplus of: Five (5) New Flyer CNG  
2 Buses; One (1) Ford Taurus Sedan; One (1) GMC Sweeper Truck; Thirty-two (32) Dodge Caravans; Fifteen (15)  
3 Ford E450 El Dorado Aerotech Vans; Fifteen (15) Chevrolet 15-Passenger Express Vans; Four (4) Ford E350 12-  
4 Passenger Vans; Four (4) Ford E350 15-Passenger Vans; Three (3) Ford E350X 12-Passenger Vans; and Three  
5 (3) Ford E350X 15-Passenger Vans, and Authorizing Sale thereof  
6

7 WHEREAS, Pierce Transit is a municipal corporation as defined in the Revised Code of Washington;  
8 and

9 WHEREAS, Pierce Transit has complied with the provisions of RCW 39.34.020 Disposal of Surplus  
10 Property; and

11 WHEREAS, Pierce Transit has identified five (5) New Flyer CNG buses, one (1) Ford Taurus sedan, one  
12 (1) GMC Sweeper Truck, thirty-two (32) Dodge Caravans, fifteen (15) Ford E450 El Dorado Aerotech vans,  
13 fifteen (15) Chevrolet 15-passenger Express vans, four (4) Ford E350 12-passenger vans, four (4) Ford E350  
14 15-passenger vans, three (3) Ford E350X 12-passenger vans, and three (3) Ford E350X 15-passenger vans,  
15 (list attached hereto as Exhibit A) that need to be declared surplus; and

16 WHEREAS, the five (5) New Flyer CNG Buses are of an age and condition where they are no longer  
17 economical to maintain and have been replaced; and

18 WHEREAS, the Ford Taurus is of an age and condition where it is no longer economical to maintain  
19 and has been replaced; and

20 WHEREAS, the GMC Sweeper Truck is of an age and condition where it is no longer economical to  
21 maintain and has been replaced; and

22 WHEREAS, the Dodge Caravans are of an age and condition where they are no longer economical to  
23 maintain and has been replaced; and

24 WHEREAS, the Ford E450 El Dorado Aerotech vans are of an age and condition where they are no  
25 longer economical to maintain and have been replaced; and

26 WHEREAS, the Chevrolet 15-passenger Express vans are of an age and condition where they are no  
27 longer economical to maintain and have been replaced; and

28 WHEREAS, the Ford E350 15-passenger vans are of an age and condition where they are no longer  
29 economical to maintain and have been replaced; and

30 WHEREAS, the Ford E350X 12-passenger vans are of an age and condition where they are no longer  
31 economical to maintain and have been replaced; and

1 WHEREAS, the Ford E350X 15-passenger vans are of an age and condition where they are no longer  
2 economical to maintain and have been replaced; and

3 WHEREAS, the Board of Commissioners of Pierce Transit finds it in the best interest of Pierce Transit to  
4 declare the five (5) New Flyer CNG buses, one (1) Ford Taurus sedan, one (1) GMC Sweeper Truck, thirty-two  
5 (32) Dodge caravans, fifteen (15) Ford E450 El Dorado Aerotech vans, fifteen (15) Chevrolet 15-passenger  
6 Express vans, four (4) Ford E350 12-passenger vans, four (4) Ford E350 15-passenger vans, three (3) Ford  
7 E350X 12-passenger vans, and three (3) Ford E350X 15-passenger vans surplus and authorize the sale thereof  
8 to the public; and

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

10 Section 1. Said five (5) New Flyer CNG buses, one (1) Ford Taurus sedan, one (1) GMC Sweeper  
11 Truck, thirty-two (32) Dodge caravans, fifteen (15) Ford E450 El Dorado Aerotech vans, fifteen (15) Chevrolet  
12 15-passenger Express vans, four (4) Ford E350 12-passenger vans, four (4) Ford E350 15-passenger vans,  
13 three (3) Ford E350X 12-passenger vans, and three (3) Ford E350X 15-passenger vans are herewith declared  
14 surplus and authorized for sale to the public.

15 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
16 the 8<sup>th</sup> day of September, 2014.

17 PIERCE TRANSIT

18  
19  
20 \_\_\_\_\_  
21 Rick Talbert, Chair  
22 Board of Commissioners  
23

24 ATTEST/AUTHENTICATED

25  
26 \_\_\_\_\_  
27 Deanne Jacobson  
28 Clerk of the Board  
29  
30

## Pierce Transit Equipment to be Surplused

### EXHIBIT A

Vehicle #	Year	Make	Model	VIN #	Lic#	LTD Miles
152	2000	New Flyer	C40LF	5FYC2LP15YU021096	69410C	606,718
153	2000	New Flyer	C40LF	5FYC2LP17YU021097	57260C	606,745
154	2000	New Flyer	C40LF	5FYC2LP19YU021098	69411C	631,694
155	2000	New Flyer	C40LF	5FYC2LP10YU021099	57262C	635,370
156	2000	New Flyer	C40LF	5FYC2LP13YU021100	69932C	631,976
55	1995	Ford	Taurus sedan	1FALP52U0SG313524	36560C	99,977
686	2000	GMC	Sweeper truck	J8DB4B144Y7003107	94711C	165,576
2500	2005	Dodge	Grand Caravan	1D4GP24R45B165577	71149C	136,298
2502	2005	Dodge	Grand Caravan	1D4GP24R15B368023	74090C	152,239
2509	2006	Dodge	Grand Caravan	1D4GP24R06B749556	77728C	126,198
2510	2006	Dodge	Grand Caravan	1D4GP24R26B749557	77729C	134,049
2511	2006	Dodge	Grand Caravan	1D4GP24R46B749558	77730C	134,215
2512	2006	Dodge	Grand Caravan	1D4GP24R66B749559	92577C	151,527
2513	2006	Dodge	Grand Caravan	1D4GP24R26B749560	79480C	131,209
2514	2006	Dodge	Grand Caravan	1D4GP24R46B749561	79481C	137,831
2515	2006	Dodge	Grand Caravan	1D4GP24R66B749562	89147C	124,721
2517	2007	Dodge	Grand Caravan	1D4GP24E37B251298	80809C	144,823
2519	2007	Dodge	Grand Caravan	1D4GP24E87B251300	80811C	113,702
2520	2007	Dodge	Grand Caravan	1D4GP24EX7B251301	80812C	122,589
2521	2008	Dodge	Grand Caravan	1D8HN44H38B122719	85119C	155,421
2801	2006	Dodge	Grand Caravan	1D4GP24R26B749543	65068C	170,176
2802	2006	Dodge	Grand Caravan	1D4GP24R46B749544	65054C	154,027
2803	2006	Dodge	Grand Caravan	1D4GP24R66B749545	65055C	154,890
2804	2006	Dodge	Grand Caravan	1D4GP24R86B749546	69816C	164,091
2805	2006	Dodge	Grand Caravan	1D4GP24RX6B749547	69819C	179,459
2806	2006	Dodge	Grand Caravan	1D4GP24R16B749548	69817C	164,959
2807	2006	Dodge	Grand Caravan	1D4GP24R36B749549	69818C	155,339
2808	2006	Dodge	Grand Caravan	1D4GP24RX6B749550	69945C	147,699
2809	2006	Dodge	Grand Caravan	1D4GP24R16B749551	69815C	151,336

**EXHIBIT A**

2810	2006	Dodge	Grand Caravan	1D4GP24R36B749552	69802C	175,456
2811	2006	Dodge	Grand Caravan	1D4GP24R56B749553	69803C	176,151
2812	2006	Dodge	Grand Caravan	1D4GP24R76B749554	75238C	158,397
2813	2006	Dodge	Grand Caravan	1D4GP24R96B749555	69801C	141,697
2814	2007	Dodge	Grand Caravan	1D4GP24E17B251302	80813C	134,442
2815	2007	Dodge	Grand Caravan	1D4GP24E37B251303	80814C	117,236
2816	2007	Dodge	Grand Caravan	1D4GP24E57B251304	80829C	136,872
2817	2007	Dodge	Grand Caravan	1D4GP24E77B251305	80830C	145,755
2818	2007	Dodge	Grand Caravan	1D4GP24E97B251306	80831C	148,301
2819	2007	Dodge	Grand Caravan	1D4GP24E07B251307	80837C	139,249
5005	2004	Ford	E450 Van (ElDorado Aerotech 240)	1FDXE45S04HA91565	RS08054	335,085
5006	2004	Ford	E450 Van (ElDorado Aerotech 240)	1FDXE45S24HA91566	RS08055	331,942
5008	2004	Ford	E450 Van (ElDorado Aerotech 240)	1FDXE45S64HA91568	RS08057	329,999
5022	2004	Ford	E450 Van (ElDorado Aerotech 240)	1FDXE45S44HB26625	RS08068	355,133
5023	2004	Ford	E450 Van (ElDorado Aerotech 240)	1FDXE45S64HB26626	RS08069	335,462
5024	2004	Ford	E450 Van (ElDorado Aerotech 240)	1FDXE45S84HB26627	RS08070	328,777
5029	2004	Ford	E450 Van (ElDorado Aerotech 240)	1FDXE45S14HB26632	RS08075	330,897
5035	2004	Ford	E450 Van (ElDorado Aerotech 240)	1FDXE45S54HB26648	RS08079	329,865
5041	2004	Ford	E450 Van (ElDorado Aerotech 240)	1FDXE45S64HB38940	RS08084	343,909
5044	2004	Ford	E450 Van (ElDorado Aerotech 240)	1FDXE45S14HB38943	RS08086	337,587
5048	2004	Ford	E450 Van (ElDorado Aerotech 240)	1FDXE45S94HB45011	RS10343	326,872
5071	2006	Ford	E450 Van (ElDorado Aerotech 240)	1FDXE45S56HA51100	RS08008	291,259
5073	2006	Ford	E450 Van (ElDorado Aerotech 240)	1FDXE45S96HA53528	RS08010	306,598
5075	2006	Ford	E450 Van (ElDorado Aerotech 240)	1FDXE45S76HA53530	RS08012	277,435
5078	2007	Ford	E450 Van (ElDorado Aerotech 240)	1FDXE45SX6DB13422	RS08015	256,012
7024	2005	Ford	E350XL/12 passenger Clubwagon Van	1FBNE31L05HA87767	RS05345	123,631
7028	2005	Ford	E350XL/12 passenger Clubwagon Van	1FBNE31L25HA87771	RS05382	128,721
7041	2005	Ford	E350XL/12 passenger Clubwagon Van	1FBNE31L05HA87784	RS05370	126,217
7043	2005	Ford	E350XL/12 passenger Clubwagon Van	1FBNE31L65HB13210	RS05412	114,525
7057	2005	Ford	E350XL/15 passenger Clubwagon Van	1FBSS31L15HB07990	RS05426	118,125
7058	2005	Ford	E350XL/15 passenger Clubwagon Van	1FBSS31L35HB07991	RS05427	118,770
7065	2005	Chevrolet	3500/15-passenger Express Van	1GAHG39U851218431	RS05655	126,715
7066	2005	Chevrolet	3500/15-passenger Express Van	1GAHG39U851218431	RS05654	126,708

**EXHIBIT A**

7067	2005	Chevrolet	3500/15-passenger Express Van	1GAHG39U451218880	RS05653	130,012
7070	2005	Chevrolet	3500/15-passenger Express Van	1GAHG39U651218055	RS05651	125,859
7074	2005	Chevrolet	3500/15-passenger Express Van	1GAHG39U851217540	RS05650	120,937
7105	2006	Ford	E350/12 passenger Clubwagon Van	1FBNE31L66HA09298	RS05755	138,040
7121	2006	Ford	E350/12 passenger Clubwagon Van	1FBSS31L76DA24699	RS06022	125,089
7123	2006	Ford	E350/15 passenger Clubwagon Van	1FBSS31L16DA24701	RS06024	135,010
7124	2006	Ford	E350/15 passenger Clubwagon Van	1FBSS31L36DA24702	RS06025	126,205
7126	2006	Ford	E350/15 passenger Clubwagon Van	1FBSS31L76DA24704	RS06027	133,513
7131	2006	Ford	E350/15 passenger Clubwagon Van	1FBSS31L66DA24709	RS06032	128,176
7141	2006	Ford	E350/12 passenger Clubwagon Van	1FBNE31L06DA24676	RS06134	136,505
7159	2006	Ford	E350/12 passenger Clubwagon Van	1FBNE31L26DA24694	RS06348	137,181
7166	2007	Chevrolet	15-passenger Express Van	1GAHG39U171192712	RS06871	125,801
7167	2007	Chevrolet	15-passenger Express Van	1GAHG39U071192717	RS06893	129,706
7176	2007	Chevrolet	15-passenger Express Van	1GAHG39U471193210	RS06877	145,205
7177	2007	Chevrolet	15-passenger Express Van	1GAHG39U971193221	RS06878	129,315
7179	2007	Chevrolet	15-passenger Express Van	1GAHG39U071193253	RS06898	137,015
7182	2007	Chevrolet	15-passenger Express Van	1GAHG39U971193834	RS06917	134,748
7185	2007	Chevrolet	15-passenger Express Van	1GAHG39U071194029	RS06880	137,145
7189	2007	Chevrolet	15-passenger Express Van	1GAHG39U071194404	RS06881	121,980
7196	2007	Chevrolet	15-passenger Express Van	1GAHG39U471209907	RS06933	132,037
7202	2007	Chevrolet	15-passenger Express Van	1GAHG39U971210468	RS06939	122,697

## FACT SHEET

TITLE: Adopting the 2014-2019 Transit Development Plan

DEPARTMENT: Transit Development

ORIGINATOR: Darin Stavish, Principal Planner

PRECEDING ACTION: N/A

COORDINATING DIVISION: Finance

APPROVED FOR SUBMITTAL:

\_\_\_\_\_  
Chief Financial Officer

APPROVED FOR AGENDA:

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

ATTACHMENTS:

Proposed Resolution  
Exhibit A, Proposed TDP Plan ([provided electronically](#))

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### BUDGET INFORMATION

2014 Budget Amount  
N/A

Required Expenditure  
N/A

Impact  
N/A

Explanation: N/A

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### BACKGROUND:

This Transit Development Plan (TDP) outlines Pierce Transit's intermediate operating and capital plans for the period extending from 2014 through 2019. As such, it will ensure compliance with the Revised Code of Washington (RCW) Chapter 35.58.2795, which requires public transportation benefit areas such as Pierce Transit, to prepare and adopt a Six-Year Transit Development Plan. The TDP is based upon the 2014 budget adopted by the Board of Commissioners on December 9, 2013. The 2014 budget, which informs the TDP, is an interim budget designed to maintain service at current levels. But, unlike in years past, the plan is sustainable and even cautiously optimistic about the immediate future. This six-year year plan reports on Pierce Transit's annual operating budget, capital investments, and business strategies, and is submitted to the Washington State Department of Transportation, Puget Sound Regional Council, Pierce County, and each jurisdiction within the Public Transportation Benefit Area (PTBA) annually. This year's TDP highlights agency work accomplished in 2013; provides a general outline of services and facility changes anticipated for 2014-2019; and financial elements (both operating and capital) budgeted for 2014 and projected for 2015-2019. Once finalized, Pierce Transit



will use the TDP to guide specific development of upcoming service designs, business strategies, and budget considerations.

This action follows a public hearing that was held at a regular Board of Commissioners meeting on August 11, 2014, and includes the addition of language indicating that Pierce Transit will maintain current service levels. Financial projections contained in the TDP are based on projected future revenues and costs. As with past plans, future updates will include any new funding sources and the financial impacts of the Puget Sound region's changing economic environment.

ALTERNATIVES:

- 1) Modify the list of programmed projects.

RECOMMENDATION:

Approve Resolution No. 14-047, adopting the Agency's 2014-2019 Transit Development Plan as presented.

**RESOLUTION NO. 14-047**

A RESOLUTION of the Board of Commissioners of Pierce Transit  
Adopting the 2014-2019 Transit Development Plan

WHEREAS, the 2014-2019 Transit Development Plan provides guidance on issues related to service and capital facilities development, regional coordination, system performance standards, and a financial implementation strategy; and

WHEREAS, the Revised Code of Washington (RCW) Chapter 35.58.2795 requires that municipal corporations, including public transportation benefit areas such as Pierce Transit, prepare and approve a Six-Year Transit Development Plan; and

WHEREAS, the Pierce Transit Board of Commissioners held a public hearing on the proposed 2014-2019 Transit Development Plan at their regular meeting on August 11, 2014; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit that the 2014-2019 Transit Development Plan, attached hereto as Exhibit A, is adopted and constitutes Pierce Transit's Six-Year Transit Development Plan for the period 2014-2019.

ADOPTED by the Board of Commissioners of Pierce Transit at a regular meeting thereof, held on this 8th day of September, 2014.

PIERCE TRANSIT

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Rick Talbert, Chair  
Board of Commissioners

ATTEST:

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Deanne Jacobson, CMC  
Clerk of the Board

## FACT SHEET

TITLE: Authority to Execute a Collective Bargaining Agreement with the International Association of Machinists and Aerospace Workers, Local 297 for the Term May 1, 2014 – April 30, 2018

DIVISION: Administration

ORIGINATOR: Vivienne Kamphaus,  
Labor Relations Officer

PRECEDING ACTION: Resolution No. 11-012, ratifying the 2011 – 2014 Master Labor Agreement

COORDINATING DEPARTMENT: N/A

APPROVED FOR SUBMITTAL:

\_\_\_\_\_  
Chief Financial Officer

APPROVED FOR AGENDA:

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

ATTACHMENTS:

Proposed Resolution

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### BUDGET INFORMATION

2014 Budget  
N/A

Required Expenditure  
\$137,998

Impact  
N/A

Explanation: The required expenditure figure set forth above reflects the actual expenditure projection of the cost of living adjustment agreed to over all four (4) years of the contract spanning May 1, 2014 – April 30, 2018, along with the \$750 signing bonus.

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### BACKGROUND:

The Collective Bargaining Agreement between Pierce Transit and the International Association of Machinists and Aerospace Workers (IAM), Local 297, expired on April 30, 2014. Contract negotiations commenced on March 4, 2014, and after ten (10) bargaining sessions, the parties reached a tentative agreement that governs wages, benefits and working conditions. On August 6, 2014, the Agreement was ratified by the IAM Local 297 general membership. The following are highlights of the proposed contract:

- This is a four- year contract proposal that will carry the group into 2018 which will be the year the IRS applies the Affordable Care Act's Excise Tax on High-Cost Coverage (the Cadillac Tax). This is important

because a three year contract would have meant possibly going to interest arbitration in 2017 without a remedy that the Board was seeking to have resolved with respect to the tax.

- A contract provision has been added that passes the cost of the Cadillac Tax onto the employee. In exchange, the contract provides the Union the flexibility to annually select lower cost plans through their Benefit Trust for its members.
- This is a fiscally sustainable contract providing cost of living adjustments (COLA) of 1.5% for 2014-2015, 2.0% for 2015-2016, 2.0% for 2016-2017, and a 2.5% for 2017-2018 contract years. In addition, a \$750 signing bonus will be provided to employees active on the payroll as of the date the contract was ratified by the members.
- The employer and employee will continue to share a 95%/5% split in monthly premium costs for the agreed upon medical, vision and dental coverage.
- Shift-Bidding was reduced from twice a year to once per year, with an agreed-upon rotation that maximizes coverage on shifts and provides a greater opportunity for cross-training. This should also help with turnover by further allowing employees to have better work-life balance with respect to their schedule.
- An acting pay provision was added to the contract to ensure adequate coverage during extended absences of greater than 15 business days.
- The Assault Benefit language was modified to reflect eligibility for employees feloniously assaulted in the course and scope of employment for injuries resulting in death, dismemberment or permanent total disability that prevents the employee from returning to the job of injury.
- Discipline and Discharge language was modified to provide better clarity of intent with respect to the Agency's drug and alcohol policy, and other just cause actions.
- Implementation of direct deposit and other payroll/finance housekeeping items were addressed to improve processes, add clarity and better define the intent with respect to the agreements reached by the parties.

#### ALTERNATIVES:

This negotiation process addressed the concerns of the Board and the Executive Team and has provided a fiscally sustainable contract through a collaborative and good faith bargaining process. To reject the proposed Agreement would mean proceeding to mediation and possibly interest arbitration, which can be a lengthy and expensive process with an unpredictable outcome.

#### RECOMMENDATION:

Approve Resolution No. 14-048, authorization for the Chief Executive Officer to execute the Collective Bargaining Agreement for the term May 1, 2014 – April 30, 2018 as ratified by the International Association of Machinists and Aerospace Workers, Local 297.

**RESOLUTION NO. 14-048**

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Execution of a Collective Bargaining Agreement with the International Association of Machinists and Aerospace Workers (IAM), Local 297 for the Term May 1, 2014 – April 30, 2018

WHEREAS, The Master Labor Agreement between Pierce Transit and the International Association of Machinists and Aerospace Workers, Local 297, expired on April 30, 2014; and

WHEREAS; representatives of Pierce Transit and the International Association of Machinists and Aerospace Workers, Local 297 have concluded negotiations and have agreed upon a new Collective Bargaining Agreement, a four-year contract covering the period May 1, 2014 – April 30, 2018; and

WHEREAS, this Agreement was ratified by the IAM membership on August 6, 2014; and

WHEREAS, the Chief Executive Officer has recommended that the Board of Commissioners of Pierce Transit to also ratify the proposed labor agreement; and

WHEREAS, the Board of Commissioners of Pierce Transit concur with the Chief Executive Officer's recommendation; and

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 execute the proposed Collective Bargaining Agreement for the term May 1, 2014 – April 30, 2018 as ratified by the International Association of Machinists and Aerospace Workers, Local 297.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 8th day of September, 2014.

PIERCE TRANSIT

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Rick Talbert, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED:

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Deanne Jacobson, CMC  
Clerk of the Board

## FACT SHEET

TITLE: Authority to Execute Amendment No. 3 to the Interlocal Agreement with Pierce County Sheriff's Department for Transit Policing, Emergency and Security Related Services

DIVISION: Operations

ORIGINATOR: Doug Middleton

### PRECEDING ACTION:

**Resolution No. 07-012**, Authority to Execute a Contract for Fulltime Law Enforcement Services with Pierce County Sheriff's Department; **Resolution No. 09-023**, Adoption of the 2010 Budget; **Resolution No. 10-004**, Authority to Amend the 2010 Operating Budget and to Amend the Contract for Fulltime Law Enforcement Services with Pierce County Sheriff's Department; **Resolution No. 11-025** Authority to Amend the Contract for Fulltime Law Enforcement Services With Pierce County Sheriff's; **Resolution No. 13-037**, Adoption of the 2014 Budget;

COORDINATING DEPARTMENT: Operations, Public Safety

### APPROVED FOR SUBMITTAL:

\_\_\_\_\_  
Chief Financial Officer

### APPROVED FOR AGENDA:

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

### ATTACHMENTS:

Proposed Resolution  
Exhibit A, Interlocal Agreement (Adopted by Resolution No. 07-012)  
Exhibit B, Proposed Amendment No. 3 to Interlocal Agreement

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## BUDGET INFORMATION

2014 Budget Amount  
\$ 1,124,422

Required Expenditure  
\$163,656

Impact  
\$163,656

Explanation: N/A

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### BACKGROUND:

By Resolution No. 07-012, approved on the 12th day of February, 2007, the Board of Commissioners of Pierce Transit authorized execution of a contract for fulltime law enforcement services with Pierce County Sheriff's Department, which interlocal is attached hereto as Exhibit A. In November of 2013, Pierce Transit Chief Executive

Officer appointed Pierce County Sheriff's Department (PCSD) employee William Cassio to serve as Acting Public Safety Chief for Pierce Transit. Pierce Transit did not have a contracted chief position included in the 2014 budget for contracted services with PCSD. Pierce Transit desires to continue utilizing William Cassio for a period not to exceed thirteen months or until a permanent arrangement to lead Pierce Transit's Public Safety Department is in place, whichever is later. PCSD began charging Pierce Transit in February at the deputy chief service rate of \$178,537 pro-rated at \$14,879 per month for William Cassio's services. Pierce Transit was not charged from November 2013 through January 2014 because there was a vacant sergeant vacancy in the contract structure during the timeframe preventing additional costs from being incurred.

The proposed amendment attached as Exhibit B will allow for William Cassio to continue serving as the Interim Chief of Pierce Transit's Public Safety Department while the Public Safety Department is in a transition phase. This is critical for the following reasons:

- Continuity of operations in the absence of a permanent chief
- Coordination with law enforcement jurisdictions supporting transit
- Oversight and implementation of new processes intended to produce greater efficiencies, information gathering and analysis.
- Guidance and support to staff as process changes and critical decisions are executed.

The proposed amendment includes additions or changes to Sections 2.9, 2.10, 3.4 (Scope of Services); 5.6 (Compensation); 7.2 (Termination); and 17.1 -17.5 (Indemnification). Section changes relate directly to the addition of the Interim Chief position and have been negotiated in good faith with Pierce County and are deemed reasonable and fair by executive staff and legal counsel.

#### ALTERNATIVES:

- Elect not to authorize the amendment No. 3 to the Pierce Transit – Pierce County Sheriff's Department interlocal agreement allowing William Cassio to serve as Interim Chief.
- Recruit for a new Chief of Public Safety. This is not recommended as the agency is about to engage in a search for a new CEO who may have strategic objectives related to Public Safety. Also, the recruitment process is lengthy and will still require an interim chief until a selection is made, which could take several months.
- Engage in RFP process to allow other jurisdictions to compete for a contracted Chief position. Again, this is not recommended at this time due to the need for stability and continuity of operations as well as the time constraints associated with the RFP process.

#### RECOMMENDATION:

Approve Resolution No. 14-049, authorizing the Chief Executive Officer to enter into and execute Amendment No. 3 of the Interlocal Agreement with the Pierce County Sheriff's Department for Transit Policing, Emergency, and Security Related Services and permitting Mr. William Cassio to continue to serve as the Interim Public Safety Chief for a period not to exceed thirteen months or until a permanent arrangement to lead Pierce Transit's Public Safety Department is in place, whichever is later.

## RESOLUTION NO. 14-049

1                   A RESOLUTION Of The Board Of Commissioners Of Pierce Transit  
2           Authorizing Amendment No. 3 of the Interlocal Agreement with Pierce County Sheriff's Department for  
3                   Transit Policing, Emergency and Security Related Services  
4

5           WHEREAS, an interlocal agreement with Pierce County Sheriff's Department is authorized by the  
6   Interlocal Cooperation Act, RCW. 39.34; and

7           WHEREAS, by Resolution No. 07-012, approved on the 12th day of February, 2007, the Board of  
8   Commissioners of Pierce Transit authorized execution of a contract for fulltime law enforcement services with  
9   Pierce County Sheriff's Department, which interlocal is attached hereto as Exhibit A; and

10          WHEREAS, by Resolution No. 09-023, approved on the 14th day of December, 2009, the Board of  
11   Commissioners of Pierce Transit adopted the 2010 Budget; and

12          WHEREAS, by Resolution No. 10-004, approved on the 8th day of March, 2010, the Board of  
13   Commissioners of Pierce Transit authorized amendment of the 2010 Operating Budget and Amendment No. 1  
14   to the interlocal agreement with the Pierce County Sheriff's Department for fulltime law enforcement services;  
15   and

16          WHEREAS, by Resolution No. 10-033, approved on the 13th day of December, 2010, the Board of  
17   Commissioners of Pierce Transit adopted the 2011 Budget; and

18          WHEREAS, by Resolution No. 11-025, approved on the 14th day of November, 2011, the Board of  
19   Commissioners of Pierce Transit authorized Amendment No. 2 to the interlocal agreement for fulltime law  
20   enforcement services with Pierce County Sheriff's Department; and

21          WHEREAS, by Resolution No. 13-037, approved on the 9<sup>th</sup> day of December, 2013, the Board of  
22   Commissioners of Pierce Transit adopted the 2014 Budget which includes funding for services required to  
23   maintain Transit Policing, Emergency and Security Related Services; and

24          WHEREAS, On November 19, 2013, Pierce Transit appointed Pierce County Sheriff's Department  
25   employee William Cassio to serve as Acting Public Safety Chief for Pierce Transit's Public Safety Department;  
26   and

27          WHEREAS, From November 19, 2013, through February 2, 2014, the Sheriff's Department did not  
28   charge any additional amount for Acting Chief Cassio's service; and

29          WHEREAS, Effective February 2, 2014, the Sheriff's Department began charging for Mr. Cassio's  
30   service at a rate of \$178,537 for 2014, pro-rated at \$14,879 per month; and  
31



1 WHEREAS, Pierce Transit desires to continue Mr. William Cassio's appointment as Interim Public  
2 Safety Chief for a period not to exceed thirteen months or until a permanent arrangement to lead Pierce  
3 Transit's Public Safety Department is in place, whichever is later; and

4 WHEREAS, Pierce Transit desires to add to or amend Sections 2.9, 2.10, 3.4 (Scope of Services); 5.6  
5 (Compensation); 7.2 (Termination); and 17.1 -17.5 (Indemnification) of the interlocal agreement as set forth in  
6 Exhibit B of the resolution; and

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

9 Section 1. The Chief Executive Officer is hereby authorized to enter into and execute Amendment No.  
10 3 to the interlocal agreement with Pierce County Sheriff's Department for Transit Policing, Emergency and  
11 Security Related Services, authorizing additions or amendment to Sections 2.9, 2.10, 3.4 (Scope of Services);  
12 5.6 (Compensation); 7.2 (Termination); and 17.1 -17.5 (Indemnification) as set forth in Exhibit B and attached  
13 hereto of this resolution.

14 Section 2. Mr. William Cassio may continue to serve as the Interim Public Safety Chief for a period  
15 not to exceed thirteen months or until a permanent arrangement to lead Pierce Transit's Public Safety  
16 Department is in place, whichever is later.

17 ADOPTED by the Board of Commissioners of Pierce Transit at a regular meeting thereof held on the 8<sup>th</sup>  
18 day of September, 2014.

19 PIERCE TRANSIT

20  
21  
22 \_\_\_\_\_  
23 Rick Talbert, Chair  
24 Board of Commissioners

25 ATTEST/AUTHENTICATED

26  
27 \_\_\_\_\_  
28 Deanne Jacobson, CMC  
29 Clerk of the Board  
30  
31

**SERVICE AGREEMENT  
BETWEEN  
PIERCE COUNTY AND  
PIERCE TRANSIT PUBLIC TRANSPORTATION BENEFIT  
AREA CORPORATION  
FOR  
TRANSIT POLICING, EMERGENCY AND SECURITY RELATED SERVICES**

**THIS AGREEMENT** entered into by and between Pierce County, hereinafter referred to as **County**, a political subdivision of the State of Washington and the Pierce County Public Transportation Benefit Area Corporation hereinafter referred to as **Pierce Transit**, a municipal corporation of the State of Washington doing business as Pierce Transit, witnesses that;

**RECITALS**

**WHEREAS**, Pierce Transit, pursuant to Chapter 36.57A R.C.W. has the authority to operate, maintain, and regulate the use of transportation facilities within its service area, including the authority to provide for the safety and security of its employees and passengers, and;

**WHEREAS**, Pierce Transit-Division of Public Safety is a General Authority Law Enforcement Agency as defined in R.C.W. 10.93.020 (1) and responsible for detecting and apprehending persons committing infractions or violations of criminal law in general, and;

**WHEREAS**, the County, through the Pierce County Sheriff's Department, hereinafter referred to as Sheriff, and is a General Authority Law Enforcement Agency as defined in R.C.W. 10.93.020 (1) and is an established law enforcement agency and possesses the power and legal authority, pursuant to chapter 10.93 R.C.W. to provide emergency and law enforcement services within Pierce County and other jurisdictions where authorized by agreement with those jurisdictions, and;

**WHEREAS**, **Pierce Transit** desires to enter into an agreement with the **County** whereby the Sheriff will provide transit police, system security, and protection services to Pierce Transit and its employees and passengers by providing a supplemental law enforcement presence consisting of commissioned law enforcement officers at facilities and rolling stock abroad owned or operated by Pierce Transit; and;

**NOW THEREFORE**, in consideration of covenants, conditions, performances, and promises hereinafter contained, the Parties agrees as follows:

**1.0 Recitals**

The above referenced recitals are incorporated by reference herein and constitute terms of this Agreement.

## **2.0 Scope of Services for County**

2.1 The County shall provide transit policing, system security and protection services as set forth in Exhibit "A" and as needed in King and Thurston County, which is attached hereto and incorporated herein by reference. The County shall provide these services throughout the Pierce Transit service area as defined in Exhibit "B", which is attached hereto and incorporated herein by reference. Except as otherwise provided in this Agreement, the County shall furnish all personnel and equipment necessary to provide the services outlined in the Scope of Work contained in Exhibits "A" and "B". At the request of Pierce Transit, the County shall provide additional sheriff deputies available to work on a temporary basis, at applicable hourly rates to perform additional transit policing and protection services under the terms of this Agreement.

2.2 The County shall hire, assign, supervise, retain, and discipline all employees according to its collective bargaining agreement, civil service rules, and state and federal law. The County is acting hereunder as an independent contractor so that:

- a. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed by the County. Provided however that only qualified, trained personnel meeting all of the requirements of applicable State laws or regulations shall be utilized in the performance of services under this Agreement. In the assignment of deputies, the County shall use, whenever possible, deputies who volunteer for duty under this Agreement. In those instances where there are an insufficient number of deputies who volunteer for duty under this Agreement, then the individuals shall be selected consistent with any Contracts or Agreements with the Deputy Sheriff's Guild and with the Sheriff's Department Manual. The County and Pierce Transit will work together to encourage officer retention to provide continuity of service, and promote diversity in the work force which is reflective of the diversity of the community.
- b. Pierce Transit shall retain the right to meet and confer with the Sheriff with respect to those personnel who are assigned to work under this Agreement. If Pierce Transit has requested the reassignment of personnel and the Sheriff does, in fact, reassign the personnel, the reassignment shall not be considered disciplinary or in any way reflect upon the performance evaluation of the deputy. Provided however, that issues of discipline or performance will be specifically handled according to County policies.
- c. In order to maintain minimum staff for Pierce Transit, no more than one person may be allowed to attend special unit training for each Pierce Transit shift.
- d. The County shall provide investigative services to Pierce Transit following the same protocols utilized for the provision of these services to citizens of unincorporated Pierce County

2.3 The Parties agree that the **County and Pierce Transit** shall share the responsibility for scheduling and operational assignments except that supervision of County employees shall remain the responsibility of the County under this Agreement. Pierce Transit and the County shall coordinate scheduling and assignment of additional transit policing and system security services with the service provided by the County under this Agreement and set forth in Exhibit "A".

2.4 While assigned to Pierce Transit under this Agreement, County personnel shall be dedicated to their transit policing duties, subject to response to an emergency involving an immediate threat to human life or property or when in fresh pursuit as defined in R.C.W. 10.93.120, provided that the Pierce Transit Chief of Public Safety or his or her designee may agree to other non-emergency diversions. In the event a deputy assigned to Pierce Transit must answer an emergency the County will respond to any arising Pierce Transit needs with regular deputies if available.

2.5 County will coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies on Pierce Transit.

- a. Timing and replacement of Pierce Transit assigned staff who vacate the assignment will be scheduled after consultation with the Pierce Transit Chief of Public Safety

- b. Commissioned County deputies selected shall have completed their transit training. These assignments will be made as quickly as possible but will not be detrimental to service levels in unincorporated areas, and will be given equal priority to other contractual obligations.

2.6 In the initial start-up of this Agreement, the **County and Pierce Transit** agree to follow the civil service hiring schedule that is defined by the County. Upon execution of this Agreement the County, shall immediately provide one (1) Sergeant utilizing the title of "Deputy Chief" to Pierce Transit following the selection process previously described in this Agreement and begin it's recruitment process to fill the remaining positions defined in Exhibit "C". Beginning January 1, 2008, the County shall provide one (1) deputy for each hiring cycle with a minimum of three (3) hirings per calendar year until full staffing has been completed. In the event that unforeseen events make this hiring schedule detrimental to other Sheriff's Department obligations, the Parties agree to meet and discuss alternative hiring plans.

2.7 The **County and Pierce Transit** shall retain their respective authority to make operational decisions and develop and implement policies for their agencies.

2.8 The Sergeant serving as the "Deputy Chief" (Exhibit "D") shall be selected in accordance with the Memorandum of Understanding with the Deputy Sheriff's Guild signed 03/06/01 (Exhibit "E") and assigned by the Sheriff of Pierce County with the advice of Pierce Transit's Chief of Public Safety.

### **3.0 Scope of Services to be performed by Pierce Transit**

3.1 Pierce Transit's Chief of Public Safety shall serve as the liaison to coordinate with the Sheriff for this Agreement. The liaison shall communicate with the Sheriff regarding operational assignments relating to this Agreement and issues of concern to Pierce Transit, its employees and passengers.

3.2 Pierce Transit shall provide, at its expense, adequate office space with adequate number of workstations including related utilities, janitorial services, and furnishings. This office shall be maintained as other Pierce Transit owned and operated offices, and equipped with limited access control and physical security countermeasures for the protection of law enforcement sensitive information and records.

3.3 The County and Pierce Transit will jointly prepare a physical security plan, acceptable to each for the designated law enforcement work areas.

3.4 Pierce Transit will provide an office for the Deputy Chief that allows for private conversation and contains adequate space for filing and storage of intellectual assets consistent with the supervision and managing of law enforcement personnel.

3.5 Pierce Transit will phase out Pierce County Sheriff Department off-duty officers as the full time staffing is phased in according to the hiring schedule defined in 2.5 of this Agreement. When full staffing has been fulfilled, Pierce Transit shall not use Pierce County Sheriff Department off-duty officers while this Agreement is in effect. If there is a desire to enhance the staffing level with Pierce County Sheriff's personnel, the scheduling of these personnel shall be based on hourly or contract rates applicable at the time of assignment.

### **4.0 Term of Agreement**

This Agreement shall have a term commencing on the date of execution of this Agreement and terminating **December 31, 2011**, unless either Party initiates termination as provided in Section 6.

### **5.0 Compensation**

5.1 The monthly rate of payment to the County for those services set forth in this Agreement shall be 1/12 the annual cost as set forth in Exhibit "C" for 2007, which is attached hereto and incorporated herein by reference and includes all costs related to the service provided by the County, except for temporary additional transit policing and protection services, as noted in 2.1 above. These costs shall be itemized in the monthly invoice, if applicable. These costs shall be pro-rated for the hiring date of each position, and further modified as appropriate per the following sections. Pierce Transit shall pay

the County within thirty (30) days of receipt of invoice. Incorrect invoices shall be subject to correction or rejection by Pierce Transit. Payment shall be mailed to:

Pierce County Sheriff Department  
Attention: Business Unit  
930 Tacoma Avenue South  
Tacoma, WA 98402

Invoice shall be mailed to:

Pierce Transit  
Attention: Chief of Public Safety  
3701 96<sup>th</sup> Street SW  
Lakewood, WA 98496-0070

5.2 The staff contract costs for 2008 and thereafter shall be increased annually by the percentage increase in the consumer price index for the previous twelve months (June to June) for the Seattle-Tacoma-Bremerton CPI-U. For example, the cost increase for 2008 shall be based upon that CPI-U percentage change from June 2006 to June 2007. Any annual CPI-U increase shall be limited to a minimum of three percent (3%) and a maximum of six percent (6%).

5.3 The annual costs for Law Enforcement Service Agency, hereinafter referred to as L.E.S.A., services shall be based upon Pierce Transit's share of L.E.S.A.'s budget as determined by the percentage of services provided to Pierce Transit and the cost allocation methodology used by L.E.S.A. (reference Exhibit "F", 2007 LESA costs)

5.4 For staff which are "newly hired" by the Pierce County Sheriff to the position of Deputy Sheriff and require completion of appropriate Academy and In-house training protocols, the cost for such staff billed to Pierce Transit shall be established as the following percentage of the costs listed in "Exhibit C" (as adjusted for annual C.P.I. increases referenced above):

Pre-Academy and Academy Status: 76.8%  
Post Academy (F.T.O.) In-House Training Status: 96.2%

5.5 Compensation for employment of additional Sheriff's deputies requested by Pierce Transit shall be the applicable hourly rate calculated on an annual basis.. The initial 2007 rate for additional Sheriff's deputies shall be \$74.50 per hour which shall be subject to change annually beginning January 1, 2008. The County shall give a minimum of thirty (30) days notice to Pierce Transit prior to instituting a change in the above hourly rate of compensation. Invoicing for additional Sheriff's deputies shall be monthly.

## **6.0 Legal Requirements**

The Parties shall comply with all applicable federal, state and local laws in performing this Agreement.

## **7.0 Termination**

7.1 Either Party may terminate this Agreement for any reason upon providing written notice to the other Party one year prior to the effective termination date, in which case Pierce Transit shall compensate the County only for the costs of these services provided through the period of time this Agreement remains in effect, provided this Agreement shall not be terminated before three years from the commencement of this Agreement for any reason other than lack of legislative appropriation. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding reductions result in a decrease in legislative appropriations for transit policing, system security, or protection services, the County or Pierce Transit may terminate this agreement by providing six (6) months notice to the other. Termination shall not affect the accrued rights and obligations of either party under other sections of this Agreement.

## **8.0 Notice**

8.1 A transition plan shall identify and address any personnel conveyance of capital equipment to Pierce Transit and if applicable, workload, assignment and any other issues related to the transition. Each Party shall bear its own cost in developing a transition plan.

8.2 The County and Pierce Transit agree to use all best efforts to affect a mutual implementation of the transition plan to provide an order and effective transition of services.

8.3 Any notice to be given under this Agreement shall be sent either by registered mail, return receipt requested, or by personal delivery.

8.4 Any notice from Pierce Transit to be sent to the County shall be sent or delivered to:

Pierce County Sheriff  
930 Tacoma Avenue  
Tacoma, WA 98402

8.5 Any notice from the County to be sent to Pierce Transit shall be sent or delivered to:

Pierce Transit  
Attention: Chief Executive Officer  
3701 96<sup>th</sup> Street SW  
Lakewood, WA 98496-0070

8.6 Notices shall become effective upon delivery or three days after being sent by registered mail, whichever occurs first.

## **9.0 Records**

The County shall maintain adequate records to support billings for those services set forth in this Agreement. Said records shall be maintained for a period of six years after completion of this Agreement. Pierce Transit or any of its duly authorized representatives shall have access at any time during regular business hours, to any books, documents, papers, or records of the County that are directly related to this Agreement for the purposes of audit examinations, excerpts, or transcripts. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement and for which payment has been made on behalf of Pierce Transit shall be refunded to Pierce Transit within thirty (30) calendar days of notification of ineligibility by Pierce Transit.

## **10.0 Amendment**

Provisions within this Agreement may be amended with the mutual consent of the Parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both Parties.

## **11.0 Additional Services**

The Parties agree that during the term of this Agreement, additional similar services may be added in accordance with section 9.0, Amendments. The Parties further agree that such additional services shall be compensated at the rates outlined in Exhibit "C" for the appropriate year in which those services are added.

## **12.0 Venue**

The laws of the State of Washington shall be applicable to the construction and enforcement of this Agreement. Any legal action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be in the Superior Court of Pierce County, Tacoma Washington.



**13.0 Waiver**

No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement unless stated to be such through written approval by the County, which shall be attached to this Agreement.

**14.0 Severability**

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

**15.0 Non-Discrimination**

The County and Pierce Transit certify that they are Equal Opportunity Employers.

**16.0 No Third- Party Beneficiary/Non Exclusivity**

The County does not intend by this Agreement to assume any contractual obligations to anyone other than Pierce Transit and Pierce Transit does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and Pierce Transit do not intend that there be any third-party beneficiary to this Agreement. The County and Pierce Transit agree that this is a non-exclusive Agreement and that Pierce Transit may employ or contract for additional police and safety services, including serviced provided by off-duty law enforcement officers.

**17.0 Indemnification**

To the extent permitted by law, the County shall defend, indemnify, and hold harmless Pierce Transit, its officers, employees, and agents from any and all costs, including reasonable attorney fees, claims, judgments, or awards or damages, resulting from the breach of this Agreement, acts or omissions of the County, its officers, employees, or agents arising out of or in connection with the performance of this Agreement except for injuries, damages and judgments caused by the sole negligence of Pierce Transit.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release Pierce Transit from any liability or responsibility which arises in whole or in part from the existence or effect of Pierce Transit's ordinances, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Pierce Transit ordinance, rule, regulation, resolution, custom, policy or practice is at issue, Pierce Transit shall defend the same at its sole expense, and if judgment specifically attributable to such Pierce Transit provisions, is entered and damages are awarded against Pierce Transit, the County, or both, Pierce Transit shall satisfy the same, including all chargeable costs and reasonable attorney's fees and costs.

To the extent permitted by law, Pierce Transit shall defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, including reasonable attorney fees, claims, judgments, or awards of damages, resulting from the breach of this Agreement, acts or omission of Pierce Transit, its officers, employees or agents arising out of or in connection with the performance of this Agreement except for injuries, damages, judgments caused by the sole negligence of the County.

In executing this Agreement, Pierce Transit does not assume liability or responsibility for or in way release the County from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinance, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the County shall defend the same at its sole expense, and if judgment is entered and damages are awarded against the County, Pierce Transit, or both, the County shall satisfy the same, including all chargeable costs and reasonable attorney's fees and costs.

The County and Pierce Transit with respect to each other only waive and will not assert against each other, any immunity under Title 51 of the Industrial Insurance laws of the State of Washington. This waiver does not extend to the employees of either Party. The County and Pierce Transit expressly do not waive their immunity against claims brought by their own employees. This waiver has been expressly and mutually negotiated.

It is further provided that no liability shall attach to either Party by reason of entering into this Agreement, except as expressly provided herein.

If the claim, suit or action for injuries, death or damages as provided for in the proceeding paragraphs of this Agreement is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees, and (b) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided for in these paragraphs shall be valid and enforceable only to the extent of the indemnitor's negligence.

#### **18.0 Insurance**

The County represents and warrants that it is a self-insured entity maintaining sufficient coverages for all purposes of this Agreement. The County expressly acknowledges that Pierce Transit is relying on the County's representation and warranty. The County will provide the following coverages through its self-insurance. Pierce County maintains a current self insurance program of \$2,000,000 per occurrence including public entites commercial general liability coverage, which includes law enforcement liability coverage. Pierce County currently maintains excess liability coverage with limits of \$20,000.000 per occurrence.

**19.0 County as Independent Contractor**

The County is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between Pierce Transit and County or any of the County's agents or employees. The County shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by County pursuant to this Agreement.

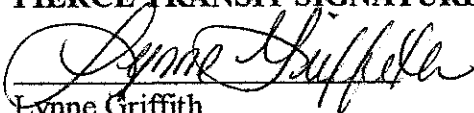
**20.0 Entire Agreement**

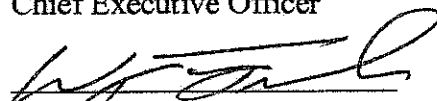
This document constitutes the entire Agreement between the Parties.

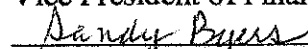
In witness whereof, the Parties hereto have signed this Agreement on the day and year first above written.

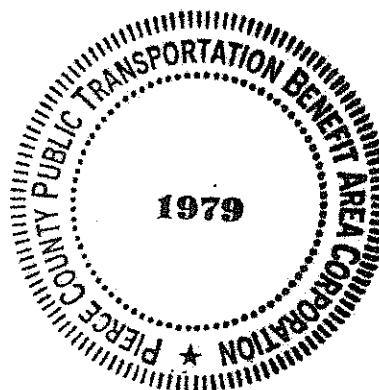
End of Agreement.

**PIERCE TRANSIT SIGNATURES:**

 5/14/07  
Lynne Griffith  
Chief Executive Officer  
Date


 5/12/07  
Wayne Fanshier  
Vice President of Finance and Administration  
Date

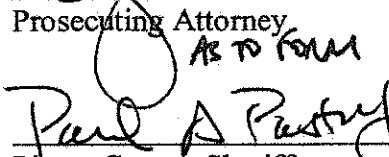
 5/14/07  
ATTEST: Sandy Byers, CMC  
Clerk of the Board  
Date

**PIERCE COUNTY SIGNATURES:**

 5/23/07  
Pierce County Executive  
Date

 5-21  
Budget and Finance Director  
Date

 5-15-07  
Prosecuting Attorney  
Date

 5-16-07  
Pierce County Sheriff  
Date

**EXHIBIT "A"****Scope of Services**

1. The County (Sheriff), shall provide one (1) full time Sheriff Deputy Chief, and seven (7) full time commissioned deputy sheriffs to provide services to Pierce Transit – Division of Public Safety under this Agreement by following the hiring schedule defined in 1.6 of this Agreement.
2. One of the full time deputy sheriffs shall be certified as a bomb canine specialist, depending upon availability. The bomb canine specialist cost may be charged at a higher rate than the deputy cost due to the enhanced services relative to this specific position. The rate for the bomb canine specialist shall be provided to Pierce Transit by the County before initiating hiring to fill this specific position.
3. Pierce Transit will appoint and employ the Chief of Public Safety to serve as the head of the Division of Public Safety. The Sheriff Deputy Chief will report to the Chief of Public Safety, however in the absence of the Chief of Public Safety, will report to the Transit Chief Executive Officer. The Deputy Chief will command all assigned personnel within the Sheriff's Department on all matters relating to this agreement. All assigned Sheriff personnel will be assigned to the Pierce Transit – Division of Public Safety.
4. The County will provide police patrol and investigative services on Pierce Transit facilities and rolling stock in accordance with operational plans established by Pierce Transit and the Sheriff. Police services shall include response to calls for service, conduct investigations, and proactive patrol of various forms to detect, prevent, and deter criminal activity and may be conducted in uniformed and non-uniformed capacity depending on the specific assignment. The deputies assigned to Pierce Transit, will provide police services during their scheduled work shifts exclusively within the Pierce Transit service area, provided that deputies may be directed to duties outside the Pierce Transit service area in cases of emergency or compelling law enforcement reason only. The County provided patrol services shall be in cooperation with other law enforcement agencies when required. The Pierce Transit service area is defined in Exhibit B, which is attached hereto and incorporated herein by reference. Pierce Transit's desire is to have a minimum of two deputies on duty during a shift overlap during the hours jointly determined by the Chief of Public Safety and the Sheriff Sergeant. In the event of an unexpected vacancy during the two person minimum overlap the County shall cover one of those vacancies by responding to transit related calls in unincorporated Pierce County. The services provided by the County may also include investigative services, special services and support services in a manner consistent with the law enforcement policies and practices of the Sheriff.
5. The assigned deputies will be selected through an oral board process. The Chief of Public Safety shall be a member of the selection board. Recommendations from the board will be forwarded to the Sheriff for final approval.

6. If one of the County employees assigned to Pierce Transit is absent from duty for any reason for longer than 30 days, the County will provide a replacement deputy on the first working day after the 30 days have expired. The County and Pierce Transit will review this issue on an annual basis.
7. During elevated national threat levels that are specific to threats against transit, the County will ensure minimum staffing for Pierce Transit until such time the threat level is lowered. This may require adjustments to assigned schedules and days off.
8. Deputies, under the guidance of the Deputy Chief, will patrol Pierce Transit's jurisdiction in both Sheriff or Pierce Transit vehicles and ride within buses.
9. Pierce Transit will provide an orientation and training program for all Sheriff personnel assigned to familiarize these personnel with the service area, operating procedures, two way radio protocols, facilities and vehicles.
10. County shall provide Pierce Transit on a monthly basis and within ten (10) days of the last day of the month, a report of all services provided by personnel assigned under this Agreement to include calls for service by hour and type.
11. To the extent permitted by law, information concerning documents or performance under this Agreement shall not be released in response to any public records, disclosure requests until the Party receiving the request has given written and oral notice to the other Party.
12. The Sheriff or Sheriff's designee shall meet with the Pierce Transit designee as needed and at least annually to discuss performance under this Agreement. Pierce Transit shall have an opportunity to comment on the satisfaction of the provision of the service by the County and request modifications and adjustments.
13. Radio system and appropriate protocols shall be established by the designated liaisons. County staff shall accomplish installation of Pierce Transit radios into Sheriff patrol cars if issued handheld radios are shown to be inadequate. Maintenance, replacement, and upgrades of Pierce Transit radios shall be Pierce Transit's responsibility.

## Exhibit "B"

## Pierce Transit Service Area

**PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA AUTHORITY****LEGAL DESCRIPTION****January 2001**

Beginning at the intersection of the Pierce, Mason and Kitsap County line; thence easterly along the Pierce-Kitsap County line to the northwest corner of Section 16, Township 22 North, Range 2 East, W. M.; thence easterly along the north line of said section to Puget Sound; thence southerly along the Puget Sound shoreline to the centerline of the Tacoma Narrows Bridge; thence southeasterly across the bridge along said centerline to the Puget Sound shoreline; thence northerly along the Puget Sound shoreline to the Pierce-King County line; thence southeasterly and easterly along said county line to the east line of Section 6, Township 20 North, Range 5 East, W. M.; thence southerly along said section line to the southeast corner of said section; thence easterly along the north line of Section 8, Township 20 North, Range 5 East, W.M. to the northeast corner of said section; thence southerly along the east line of said section to the Lake Tapps shoreline; thence southeasterly and northwesterly along the shoreline to the north line of Section 9, Township 20 North, Range 5 East, W.M.; thence easterly along said section line to the northwest corner of Section 10, Township 20 North, Range 5 East, W.M.; thence southerly along the west line of said section to the southwest corner of Section 15, Township 20 North, Range 5 East, W.M.; thence easterly along the south line of said section to the southeast corner of said section; thence southerly along the east line of Section 22, Township 20 North, Range 05 East, W.M. to the Lake Tapps shoreline, thence northerly along the Lake Tapps shoreline to the city limits of Bonney Lake; thence easterly and southerly along said city limits to the city line intersection with the centerline of 214<sup>th</sup> Avenue East; thence southerly along the centerline of 214<sup>th</sup> Avenue East to the centerline of 112<sup>th</sup> Street East; thence easterly along the centerline of 112<sup>th</sup> Street East to the centerline of Werron (South Prairie-Connell) Road; thence northerly along the centerline of Werron (South Prairie-Connell) Road to the centerline of Old Buckley Highway; thence easterly along the centerline of Old Buckley Highway to the centerline of Blessing Road; thence northerly along the centerline of Blessing Road and its extension to the centerline of the Pierce-King County line; thence southeasterly along said county line to the northeast corner of the city limits of Buckley; thence in a clockwise direction along said city limits to the centerline of the Northern Pacific Railroad tracks; thence southwesterly along the centerline of said railroad tracks to the north line of Section 17, Township 19 North, Range 6 East, W.M.; thence westerly along said section line to the North-South centerline of Section 8, Township 19 North, Range 6 East, W.M.; thence northerly along said centerline to the north line of said section; thence westerly along said section line to the northeast corner of Section 7, Township 19 North, Range 6 East, W.M.; thence southerly along the east line of said section to the East-West centerline of said section; thence westerly along said centerline to the west line of said section; thence northerly along said section line to the northwest corner of Section 7,

Township 19 North, Range 6 east, W.M.; thence westerly along said section line to the centerlines of 112<sup>th</sup> Street East and Werron (South Prairie-Connell) Road; thence southerly along the centerline of Werron (South Prairie-Connell) Road to the centerline of Elhi Hill-South Prairie Road; thence northwesterly along the centerline of Elhi Hill-South Prairie Road to the centerline of 230<sup>th</sup> Avenue East; thence southerly along the centerline of 230<sup>th</sup> Avenue East to the centerline of State Route 162; thence southerly along the centerline of State Route 162 to it's intersection with the town of Orting town limits; thence southerly along said town limits to its intersection with the centerline of the Puyallup River within Section 5, Township 18 North, Range 5 East, W.M.; thence southerly along said Puyallup River to the south line of Section 18, Township 18 North, Range 5 East extended; thence westerly along said section line to the southeast corner of Section 13, Township 18 North, Range 4 East, W.M.; thence continuing westerly along the south line of Sections 13, 14, 15, 16, 17, and 18 of Township 18 North, Range 4 East, W.M. to the southwest corner of said Section 18; thence continuing westerly along the south lines of Sections 13 and 14 of Township 18 North Range 3 East, W.M. to their intersection with the east line of the Fort Lewis military reservation; thence southerly, westerly, and northerly along the boundary of the Fort Lewis military reservation to its intersection with the city limits of the city of Dupont; thence westerly along the city limits of the city of Dupont to the Puget Sound shoreline; thence northerly along the Puget Sound shoreline to the centerline of the Tacoma Narrows Bridge; thence northwesterly across the bridge along said centerline to the Puget Sound shoreline; thence southerly and northerly and westerly along the shoreline to the centerline of the Fox Island bridge; thence southerly across the Fox Island Bridge along said centerline to the shoreline of Fox Island; thence clockwise along the shoreline of Fox Island to the centerline of the Fox Island bridge; thence northerly across the bridge to the Puget Sound shoreline; thence westerly and northerly on said shoreline to the Raft Island bridge; thence southerly across the Raft Island bridge along said centerline to the shoreline of Raft Island; thence clockwise on the shoreline of Raft Island to the centerline of the Raft Island bridge; thence northerly across the Raft Island bridge along said centerline to the Puget Sound shoreline thence northerly along the Puget Sound shoreline to the Pierce-Kitsap County line; thence westerly along said county line to the west shore of Burley Lagoon; thence southerly along the Puget Sound shoreline to the North-South centerline of Section 2 Township 19 North, Range 1 West, W.M.; thence due west from the intersection of said centerline and shoreline to the Pierce-Thurston county line; thence northerly along said county line and the Pierce-Mason County line to the point of beginning.

## Exhibit "C"

<b>2007 Sheriff Services – Pierce Transit</b>					
Function		Number/Type		Unit	Total Cost
A. Command/Supervision		1 Deputy Chief		\$146,710	\$146,710
B. Security Staff		7 Deputies		\$127,860	\$895,020
C. LESA Services		LESA Cost Methodology		-	Exhibit "F"



**Exhibit "C" (Continued)**  
**Cost Breakdown of Positions**

**2007 Cost per Position for Contract Critics**  
**By Element of Expense**

	<u>Deputy</u>	<u>Sergeant</u>	<u>Detective</u>	<u>Lieutenant</u>	<u>Captain</u>
Salaries/Benefits	87,251	101,735	98,006	117,358	133,283
Overtime	3,783	3,753	5,931	3,783	-
Communications	1,227	1,227	1,227	1,150	1,150
CDPC	718	718	591	718	591
Vehicles	13,425	6,897	8,837	8,897	6,987
Outside Training	211	211	1,033	1,033	1,033
Radios/Laptops	2,355	2,355	2,355	2,235	2,129
Insurance	6,198	2,598	2,580	2,598	2,580
Data Processing	2,509	2,509	2,268	1,388	2,268
Clothing	743	743	545	743	545
All Other Expenses	2,277	2,972	2,180	2,785	1,835
<b>Direct Cost Subtotal</b>	<b>115,739</b>	<b>125,890</b>	<b>124,301</b>	<b>143,840</b>	<b>152,610</b>
Priority Room Support	2,182	-	4,325	-	-
Clerical Support	-	1,131	1,131	1,131	3,071
In-house Training	3,113	3,113	3,034	3,113	3,024
<b>Direct Support Subtotal</b>	<b>5,295</b>	<b>4,244</b>	<b>8,479</b>	<b>4,244</b>	<b>6,095</b>
<b>Dept. Administration</b>					
Senior Administration	868	868	868	868	868
Internal Affairs	290	290	290	290	290
Background & Hiring Unit	729	729	729	729	729
Crime Analysis Unit	935	935	935	935	935
Clerical	447	447	447	447	447
Public Information Officer	175	175	175	175	175
Budget/Accounting/IT	437	437	437	437	437
<b>Dept. Admin. Subtotal</b>	<b>3,881</b>	<b>3,881</b>	<b>3,881</b>	<b>3,881</b>	<b>3,881</b>
<b>County Overhead</b>					
B&F-Budget/Contracts	133	133	133	133	133
B&F-Purchasing	104	104	104	104	104
B&F-Accounting/Payroll	-	-	-	-	-
Billing/Treasury	479	479	479	479	479
HR-Gen'l/Labor Relations	740	740	740	740	740
HR-Civil Service	788	788	788	788	788
Prosecutor-Civil Division	229	229	229	229	229
<b>County Overhead Subtotal</b>	<b>2,473</b>	<b>2,473</b>	<b>2,473</b>	<b>2,473</b>	<b>2,473</b>
<b>Indirect Support Subtotal</b>	<b>6,354</b>	<b>6,354</b>	<b>6,354</b>	<b>6,354</b>	<b>6,354</b>
<b>less Revenue</b>	<b>(475)</b>	<b>-</b>	<b>(2,236)</b>	<b>-</b>	<b>-</b>
<b>Cost per FTE</b>	<b>127,863</b>	<b>139,478</b>	<b>136,898</b>	<b>151,428</b>	<b>164,850</b>

Cost per Posn Critics plus 4.5%

3/17/2007

## Exhibit "D"

## PIERCE TRANSIT DEPUTY CHIEF

**GENERAL DESCRIPTION:** Under the administrative direction of the Sheriff, this is highly responsible administrative and management work performed for the Pierce County Sheriff's Department, for the provision of contracted law enforcement services to Pierce Transit. Employees in this classification are responsible to manage, administer and plan a full-range of law enforcement activities in a transit environment. Ability to independently manage while coordinating Sheriff's Department services and maintaining relationships with Pierce Transit leaders is critical to position success. Position duties vary depending on the contractual agreement and size of Pierce Transit. This position is appointed by and serves at the pleasure of the Sheriff, in accordance with Local No. 1889 Memorandum of Understanding.

**ESSENTIAL FUNCTIONS: (Pierce Transit – Division of Public Safety)**

- Assure the prevention of crime and protection of life, property, and rights through the enforcement of state, county, and municipal laws and ordinances.
- Represent the Sheriff on matters presented before the Board of Commissioners, Executive Staff, Transit Employees and general public.
- Manage a broad array of well-established aspects of law enforcement services in transit policing.
- Assist the Chief of Public Safety with managing, developing, planning and monitoring that portion of the annual Transit budget that is specific to the Sheriff local departmental budget and grants, coordinating with Sheriff's Department and Pierce Transit.
- Assist with defining and accomplishing, through program and personnel management, organizational goals and objectives for services to the Pierce Transit agreement in accordance with Sheriff's Department mission and goals.
- Establish and administer rules and regulations consistent with Pierce County Sheriff's Department policy and the Division of Public Safety that meet national and state standards for law enforcement agencies; review and update such rules and regulations as required to comply with Federal, State and local laws; develop policies focused on local and transit issues.
- Supervise directly or indirectly all levels of Sheriff Employees, sworn, civilian and volunteer; responsible for employee development and training, evaluations, disciplinary recommendations, selection recommendations.
- Represent the Sheriff's Department on a variety of community committees and/or advisory groups with respect to law enforcement in the community; attend Sheriff's Department management staff meetings and joint staff meetings with other public safety agencies.
- Build internal and community partnerships and teams; provide a positive law enforcement atmosphere which supports community oriented policing and encourages citizen participation and volunteer programs.

- Assure the public is informed regarding duties, responsibilities, activities and programs of the transit police department.
- Manage Pierce Transit law enforcement facilities, to include maintenance, repair, design, construction, upgrades and replacements. Duties may also include projection of future needs, procurement and maintenance of equipment.
- Research, draft, coordinate and present Pierce Transit codes to support crime prevention, crime reduction, crime response and the restoration of order and discipline in the community, primarily focused on civil and misdemeanor issues.
- May act as Emergency Operations Center commander during local states of emergency and other disasters, with responsibilities for the coordination of private agencies as required.
- Research, draft and coordinate unconventional community and problem oriented policing concepts relative to transit.
- Research, draft, and coordinate routine criminal investigations policies in a manner that will insure the least possible disruption to the transit system.
- Ensure all criminal investigations and reports conform to mandates established by Dept. of Transportation (USDOT), and Federal Transit Administration (FTA).

**SUPERVISION:** This position reports directly to the Pierce County Sheriff or designee and works under the administrative direction of the Chief of Public Safety or the Transit Chief Executive Officer. Work is assigned in terms of broad general objectives within the resources available. An employee exercises considerable responsibility for decision-making on both technical and administrative matters, consulting with higher-level authority in matters involving policy direction or clarification. Work is reviewed for fulfillment of departmental and Pierce Transit objectives, for compliance with governing laws and regulations and for adherence to budget. This position exercises full supervisory responsibility of all assigned staff.

**WORKING CONDITIONS:** The Pierce Transit Deputy Chief spends a majority of working time in an office. Frequent travel to and from various work sites in the geographic region is required; may be exposed to physically confrontational situations, personal danger and bio-hazardous materials. This position has a variety of physical requirements of varying degrees based on numerous differing work circumstances. Required physical activities include walking, standing, sitting, digital dexterity, talking, hearing and seeing. A Pierce Transit Deputy Chief may be required to assist in any emergency situation, and must maintain physical ability to effect a forcible arrest or deal with physical confrontational or combative situations. Required physical activities during those times are accurately discharge a firearm (either hand), running, jumping, balancing, climbing, crawling, kneeling, bending, stooping, crouching and twisting. A (insert Pierce Transit title) must be able to clearly distinguish and identify colors and be able to safely drive a vehicle, be able to clearly discriminate electronic, mechanical and human sounds and/or operate other required equipment in a safe and lawful manner for the protection/safety of the public, self and of other employees.

## **KNOWLEDGE, SKILLS AND ABILITIES**

### **Knowledge of:**

- Principles and practices of public administration, organization and human resource management
- Modern police methods and procedures
- Community policing principles and practices
- Rules and regulations of the Sheriff's department
- Controlling laws and ordinances including applicable Code of Federal Regulations.
- Principles of crime and accident investigation, interrogation techniques and preservation of physical evidence
- Principles and techniques of crime prevention
- Principles and practices of criminal identification, the behavior of criminals and causes underlying criminality
- Methods and procedures involved in budget development, justification and control
- Literature, developments and trends in the field of law enforcement
- Transit Security and policing best practices
- Physical Security Concepts
- 29CFR1920 guidelines as they pertain to hazardous materials and CBRNE incident response.
- Narcotic Enforcement and Vice related crime.
- Community and Problem Oriented Policing Concepts
- Crime Prevention Techniques

### **Skill in:**

- Interpersonal activities and communications, including conflict resolution, problem-solving, collaboration, consensus-building, facilitating groups, educating and mentoring
- Written and verbal communications and presentations
- Use of required electronic surveillance equipment
- Applying required knowledge and abilities related to transit
- Emergency Exercise and Planning Skills
- Conducting threat and Vulnerability Assessments
- Above average abilities with MS Word, Excel and Power Point
- GIS/NIBRS incident and statistical database mining
- Familiar with WMD/CBRNE/NIMS policies and procedures
- National Response Plan and transit's role in emergencies
- Emergency Management

**KNOWLEDGE, SKILLS AND ABILITIES (continued)**

**Ability to:**

- Effectively function as a community and departmental leader, in a manner which instills confidence and cooperation, motivates others, encourages participation and creates an environment of high quality public safety services in a community
- Effectively collaborate with transit leaders and coordinate Sheriff's Department services in a manner that best meets the needs of both agencies
- Establish and maintain positive, effective working relationships with a wide variety of individuals from differing cultures, ethnicity, economic, educational, political and social backgrounds
- Effectively collaborate with numerous law enforcement agencies and other transit systems regionally, ensuring positive working relationships are fostered and maintained.
- Work independently and make appropriate management and administrative judgements, while recognizing the importance of considering the needs of a wide array of stakeholders, participants and citizens
- Analyze situations quickly and objectively and determine a proper course of action
- Develop, plan, guide and effect implementation of policies, goals and objectives of the Sheriff's Department and Pierce Transit for law enforcement services
- Develop and implement administrative standards and procedures, and evaluate their efficiency and effectiveness
- Develop, prepare and manage grant applications and grant requirements.
- Express ideas and information effectively both verbally and in writing
- Plan, direct and evaluate the work of subordinates; assess employee development needs and administer or implement effective employee training
- Develop, prepare and implement operation and after action plans relating to specialized transit police activities.

**RECRUITMENT PROCESS:** The recruitment process shall be conducted in accordance with the Memorandum of Understanding between Pierce County and Local 1889.

**SPECIAL REQUIREMENTS:** A valid Washington State driver's license is required.

**CIVIL SERVICE STATUS:** Non-classified

Exhibit "E"  
Memorandum of Understanding  
Between  
Pierce County  
And the Deputy Sheriff's Guild Local No. 1889

03/06/01

PIERCE COUNTY PERSONNEL

NO. 8337 1. YC/

TRIPLICATE

ORIGINAL

## MEMORANDUM OF UNDERSTANDING

Between

PIERCE COUNTY

And

PIERCE COUNTY DEPUTY SHERIFFS'  
INDEPENDENT GUILD, LOCAL No. 1849

The parties hereby adopt the following modifications to the Collective Bargaining Agreement, (hereinafter referred to as the "Agreement"), dated 5-6-01.

WHEREAS the parties desire to cooperate in meeting the needs of the cities entering into law enforcement services contracts with the County; and

WHEREAS the parties stipulate to the creation of a new classification of Contract Chief, the sole purpose of which is to establish the qualifications, wages and working conditions of the officer selected as the Contract Police Chief; and

WHEREAS the parties stipulate that the Contract Chief classification can not be used anywhere else in the Pierce County Sheriff's Department or for any other purpose or in any manner other than the Police Chief position in those cities that contract for law enforcement services; and

WHEREAS, the parties stipulate that the Contract Chief classification shall be occupied by an officer in the Pierce County Sheriff's Department serving at the time of the officer's selection in a classification covered by the Civil Service Rules for Pierce County Sheriff's Employees and that if the officer appointed as the Contract Chief is currently a Guild member, the officer shall remain a part of the Guild bargaining unit for the duration of the officer's appointment; and

WHEREAS it is the desire of both parties that in strict conformity with the procedural protections set forth in this Memorandum of Understanding, the Sheriff be granted special latitude in the selection and retention of the officer assigned to the position of Contract Chief;

NOW THEREFORE, the parties have agreed to the following narrowly construed modifications to the Agreement. FURTHER, the parties agree that where any provision described below might be inconsistent with the Civil Service Rules for Pierce County Sheriff's Employees or the parties' Agreement, this Memorandum of Understanding shall prevail but shall be limited to the classification of Contract Chief and shall not extend to other classifications represented within the bargaining unit.

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1. Appendix A of this Agreement shall be modified to reflect the new classification Contract Chief with the following compensation range:

Sheriff's Contract Chief							
	1	2	3	4	5	6	7
1-1-2000	\$2,41	\$4,10	\$7,35	\$9,19	\$3,42	\$6,16	\$7,56

The salary steps referred to in Appendix A of this agreement will be based on the number of commissioned officers currently assigned to each contract city. In cities with less than 10 officers assigned, the salary steps for the Contract Chief will be Steps 1 and 2 of the above range. In cities with 10 to 29 officers assigned, the salary steps for the Contract Chief will be steps 3 and 4 of the above range. In cities with more than 29 officers assigned, the salary steps for the Contract Chief will be Steps 5, 6 and 7. Those officers currently assigned as the Chief of Police in University Place, Edgewood, and Shelton shall be immediately appointed without examination to the second Step of their appropriate range in the new classification of Contract Chief.

2. For future appointments in cities with fewer than 10 commissioned officers assigned, when the Appointing Authority (hereinafter referred to as the "Sheriff") desires to appoint an officer to serve as a Contract Chief, the Sheriff shall request that the Chief Examiner of the Civil Service Commission for Pierce County Sheriff's Employees issue a job announcement inviting all Sheriff's Sergeants, and Sheriff's Detective/Sergeants to apply for the position. The Chief Examiner shall thereafter forward to the Sheriff a list of all eligible officers who applied for the position in conformance with the announcement.

3. For future appointments in cities with 10 or more commissioned officers assigned, when the Appointing Authority (hereinafter referred to as the "Sheriff") desires to appoint an officer to serve as a Contract Chief, the Sheriff shall request that the Chief Examiner of the Civil Service Commission for Pierce County Sheriff's Employees issue a job announcement inviting all Sheriff's Lieutenants, and officers on the current promotional register for Lieutenant, to apply for the position. The Chief Examiner shall thereafter forward to the Sheriff a list of all eligible officers who applied for the position in conformance with the announcement.

4. When filling a vacancy in the Contract Chief classification, the Sheriff shall first consider the applicants who currently hold the rank specified in the announcement (as set forth in paragraphs 2 and 3 above.) If there are fewer than five applicants from the existing Sheriff's Sergeants or Sheriff's Detective/Sergeants for an appointment referenced in paragraph 2 above, then the list for consideration shall be expanded to include those officers on the current promotional register for such classifications. The Sheriff shall select five applicants (referred to herein as "finalists") to be personally interviewed by the Sheriff, unless less than five qualified candidates apply for the position in which event all qualified applicants shall be considered finalists and shall be interviewed. The Sheriff, to the extent possible, shall afford all finalists a like interview. The Sheriff may also invite up to three (3) persons of his/her choosing to assist the Sheriff with the interviews. The Sheriff shall have the final selection authority in this process. The person selected by the Sheriff shall be appointed to the classification of Contract



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Chief and assigned as the contracting city Police Chief. The officer selected shall, for the duration of their appointment, be paid in accordance with the Contract Chief wage schedule set for in paragraph 1 and paragraph 2 above.

5. The parties stipulate that tenure of appointment as a Contract Chief shall be at the pleasure of the Sheriff and that the officer can be removed from the classification and the appointment with or without cause. PROVIDED, HOWEVER, that prior to removal from the classification and appointment and prior to the imposition of any discipline any bargaining unit member serving as a Contract Chief shall first be entitled to and shall be afforded all procedural and contractual protections afforded all other bargaining unit members, including but not limited to, the right to a hearing with the Sheriff prior to removal from the position or prior to the imposition of discipline and the right to Guild representation at the hearing or prior to the imposition of discipline if requested by the member. The Sheriff must personally afford the Contract Chief such a hearing, upon the officer's request, and may not delegate this (Appointing Authority) responsibility to any other person or official. Notwithstanding anything in the foregoing to the contrary, an officer removed with or without cause from the appointment as a Contract Chief and reintegrated to the classification the officer formerly held shall not have any right to appeal or otherwise challenge the Sheriff's removal and reappointment action to the Civil Service Commission for Pierce County Sheriff's Employees. The officer shall, however, retain all other Civil Service rights and entitlements, including the right of appeal to the Civil Service Commission, with regard to any other form of discipline or adverse action otherwise cognizable under the Civil Service Rules for Pierce County Sheriff's classified employees.

6. An officer who voluntarily or involuntarily vacates the classification of Contract Chief for reasons other than termination of employment with the Pierce County Sheriff's Department shall have the right to revert to the officer's previous bargaining unit classification. In the event the officer had not yet completed probation in the previous classification, the officer shall revert to said prior classification in a probationary status and, without credit for the time served as a Contract Chief, shall be required to satisfactorily complete the remaining period of probation in the previous classification.

7. Nothing in this agreement precludes the Sheriff from appointing a Sheriff's Captain or Sheriff's Major to serve as the Contract Chief of a city contracting for services with more than 29 officers assigned.

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This Memorandum of Understanding constitutes the entire agreement of the parties with respect to the subject matter herein.

This Agreement is effective upon the date of the last signature set forth below.

PIERCE COUNTY

By: Date: 3/6/01

PIERCE COUNTY DEPUTY SHERIFFS'  
INDEPENDENT GUILD, LOCAL No. 1829

By: Date: 3/1/01

**Exhibit "F"**  
**2007 L.E.S.A. Costs**

Law Enforcement Support Agency

**Pierce Transit preliminary**  
**2007 LESA Costs**

Explanation of Costs	Costing Method	Unit	Amount
<b>COMMUNICATIONS</b> Calls for Service			
Pierce County Radio Infrastructure Charges*			\$0
<b>Subtotal Communications</b>			\$0
<b>RECORDS</b>			
Includes Training, UCR/ISR Reporting, RMIS/Q4 Auditing, Operational Support	Per Commissioned Officer = \$265	2	\$530
<b>Subtotal Records</b>			\$530
<b>INFORMATION TECHNOLOGY</b>			
	Cost Per User	# of Users	
AP32000	\$401.58		\$0
Background Investigations	\$0.00		\$0
Booting Photo Inquiry	\$7.20	2	\$14
C2MS	\$205.77		\$0
CLEAR	\$0.00	2	\$0
CPL Processing	\$9.91		\$0
Crime Scene Photo's	\$11.64		\$0
Criminal History Inquiry	\$19.24	2	\$38
Data Warehouse	\$858.03		\$0
eDistribution - Criminal Justice	\$278.11		\$0
Electronic Turnout	\$17.29	2	\$35
Global Name Inquiry	\$0.64	2	\$1
Hot Sheet	\$2.23		\$0
LeCalV2	\$3.21	2	\$6
LESA CAD Call Incidents/ CAD Transfer	\$1.52	2	\$3
Licenses	\$0.00		\$0
LORS	\$0.00		\$0
MVTR	\$0.00		\$0
My Reports	\$28.63	2	\$57
Nef/MENU Reports	\$12.08	2	\$24
Pawn/Secondhand Record Inquiry	\$0.86	2	\$2
Pierce County Jail JMS Inquiry	\$0.01	2	\$0
PORTS	\$0.23		\$0
Puyallup Jail CJM Inquiry	\$3.42	2	\$7
Sex Offender Registration Inquiry	\$1.57	2	\$3
State Interface	\$17.91	2	\$36
TIPS	\$9.03	2	\$18
TRACED	\$26.16	2	\$52
Warrants	\$15.24	2	\$32
WEBRMS	\$649.39	2	\$1,299
WEBRMS Incident Inquiry	\$22.97	2	\$46
Email Access	\$40.90	2	\$80
CAD Support (Office) Exceeded Julian Box. & Mail Per MDC	\$101.42	2	\$203
Internet Access	\$1,036.00	1	\$1,036
Annual IT Infrastructure Charge Including 24x7 IT Support Center, DBA & Network System Support	\$1,221.26	2	\$2,443
<b>Subtotal Information Technology</b>			\$5,437
<b>Communications Subtotal</b>			\$0
<b>Records Subtotal</b>			\$530
<b>Information Technology Subtotal</b>			\$5,437
<b>2007 Total</b>			\$5,967
Note: * This is a Pierce County charge only.			

Page 1

**AMENDMENT NO. 3 TO SERVICE AGREEMENT  
BETWEEN PIERCE COUNTY AND  
PIERCE TRANSIT PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION  
FOR TRANSIT POLICING, EMERGENCY AND SECURITY RELATED SERVICES**

WHEREAS; Effective November 19, 2013, Pierce Transit appointed Pierce County Sheriff's Department employee William Cassio to serve as Acting Public Safety Chief for Pierce Transit while Pierce Transit conducted an internal investigation. On January 27, 2014, the Pierce County Sheriff's Department indicated in correspondence that beginning February 3, 2014, it would charge Pierce Transit for Mr. Cassio's position at the Deputy Chief rate; and

WHEREAS; From November 19, 2013, through February 2, 2014, the Sheriff's Department did not charge for the service; and

WHEREAS; Effective February 2, 2014, the Sheriff's Department began charging for the service at a rate of \$178,537 for 2014 and pro-rated at \$14,879 per month; and

WHEREAS; Pierce Transit desires to continue Mr. William Cassio's appointment as Acting Public Safety Chief for a period of thirteen months from the date of his appointment or until a permanent arrangement to lead Pierce Transit's Public Safety Department is in place, whichever is later;

NOW THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and Pierce Transit as follows:

**2.0 Scope of Services** is amended as follows:

**2.9** The County will provide an employee to serve as Pierce Transit's Acting Chief of Public Safety who shall be a contracted employee of the Pierce County Sheriff's Department. The Pierce County Sheriff's Department employee shall be Mr. William Cassio and he shall serve in this capacity for a period of thirteen months from the date of his appointment or until a permanent arrangement to lead Pierce Transit's Public Safety Department is in place, whichever is later. He shall communicate with the Sheriff and Pierce Transit on operational assignments relating to this Agreement and issues of concern to Pierce Transit, its employees and passengers.

**2.10** Mr. Cassio shall be paid through the Pierce County payroll system, but shall perform the duties as specified in the Pierce Transit Chief of Public Safety job description, attached hereto as Exhibit "G."

**3.0 Scope of Services** is amended as follows:

**3.4** Pierce Transit will provide an office for the Deputy Chief and the Acting Chief of Public Safety that allows for private conversation and contains adequate space for filing and storage of intellectual assets consistent with the supervision and managing of law enforcement personnel.

**5.0 Compensation** is amended as follows:

**5.6** Compensation for the Acting Chief of Public Safety position shall be charged by the Pierce County Sheriff's Department at the rate of \$178,537 per year and pro-rated at \$14,879 per month to cover salary and benefits for Mr. Cassio's position. This rate may increase based on the language detailed in 5.2 of the agreement and effective January 1, 2015.

**7.0 Termination** is amended as follows:

**7.2** The County may terminate the provision of Acting Chief services in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the County shall be entitled to payment for any time Mr. Cassio has worked as Acting Chief at contract prices. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

**17.0 Indemnification** is amended as follows:

**17.1** Pierce Transit agrees to fully defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense related to actions or inactions of Mr. Cassio while in the course and scope of his work as the Chief of Public Safety and at Pierce Transit's direction. Pierce Transit's defense and indemnity obligation to the County includes but is not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of Mr. Cassio, Pierce Transit, its officers, employees, and agents, its Subcontractors, its successor or assigns, or its or their agent, servants, or employees. Pierce Transit's agreement to defend and indemnify the County does not extend to any claim, loss or expense arising out of the actions or inactions or sole negligence of the County, its appointed or elected officers, employees, or agents.

**17.2** In the event of a claim, loss or expense brought against Pierce Transit related to the actions or inactions of Mr. Cassio while acting specifically as an employee of the County and at the sole direction of the

County, the County will fully defend, indemnify, and save harmless Pierce Transit, its appointed and elected officers and employees from and against any such loss or expense. The County's defense and indemnity obligation to Pierce Transit includes, but is not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon Pierce Transit, its Board of Commissioners or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, and for damages to property including loss of use thereof. The County's agreement to defend and indemnify Pierce Transit does not extend to any claim, loss or expense arising out of the actions or inactions or negligence of Pierce Transit, its Board of Commissioners, employees, or agents.

**17.3** The County shall have the right, but not the obligation, to defend itself and/or its employee. In the event that Pierce Transit defends the County and/or its employee pursuant to this agreement, the County shall have the right to approve legal counsel to defend against the claim, demand or cause of action.

**17.4** In any instance in which Pierce Transit has not accepted without reservation the defense and indemnity of a claim, demand or cause of action against the County, approval of the County shall be required to settle or compromise the claim, demand or cause of action. In instances in which Pierce Transit has accepted full responsibility to defend and indemnify the County for a claim, demand or cause of action, Pierce Transit, after advising, consulting with, and considering the County's position, may approve and retains final authority to settle or compromise the claim, demand, or cause of action.

**17.5** The parties will cooperate and use their best efforts to assist in defending against said suit or claim.

**All other terms and conditions of the interlocal agreements and previous amendments shall remain the same.**

**IN WITNESS WHERE OF, the parties have caused this agreement to be executed on the day and year the last signature hereto is affixed.**

**END OF AGREEMENT. SIGNATURE PAGE IMMEDIATELY FOLLOWING.**

**PIERCE COUNTY  
CONTRACT SIGNATURE PAGE**

**Contract #** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2014.

**Pierce Transit:**

\_\_\_\_\_  
Signature Date

**Chief Executive Officer**

Title of Signatory Authorized by Pierce Transit Code

Name: Lynne Griffith

Address: 3701 96th Street SW

Lakewood, WA 98499-4431

Mailing

Address: P.O. Box 99070

Lakewood, WA 98496-0070

Contact Name: Dana Henderson, General Counsel

Phone: 253-777-4977

Fax: \_\_\_\_\_

**PIERCE COUNTY:**

Approved As to Legal Form Only:

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Date

Recommended:

\_\_\_\_\_  
Budget and Finance

\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
Department Director  
(less than \$250,000)

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive (over \$250,000)

\_\_\_\_\_  
Date

**EXHIBIT G****JOB DESCRIPTION****CHIEF OF PIERCE TRANSIT DEPARTMENT OF PUBLIC SAFETY****SUMMARY**

Under direction, provides leadership for the Public Safety function of Pierce Transit including development of Public Safety Department goals, objectives, and priorities. Directs, plans, develops, organizes, coordinates, and evaluates comprehensive public safety and security and transit police programs consistent with Pierce Transit's strategic plan. Oversees the development and implementation of policies and procedures to protect employees, customers, and property. Analyze the investigations and reports of criminal activities. The person in this position is responsible for the coordination of the transit police and security sections of Pierce Transit. Mentors, supervises, trains and evaluates the performance of assigned personnel. Is an integral member Pierce Transit's management team. Performs other related work.

**DISTINGUISHING CHARACTERISTICS**

This is a professional management level position that leads and directs Pierce Transit's system security and emergency preparedness, and transit police functions. Responsibilities include development, enhancement, management and evaluation of public safety. Develop policies and procedures and practices to protect Pierce Transit's assets, customers, resources and personnel; directing the investigation of alleged or suspected violations of Pierce Transit policy or criminal and civil law. Direct, trend, and evaluate information programs aimed at educating the public and employees for effectiveness.

This position reports to the Chief Operations Officer. Work is reviewed periodically to assure conformance with established Pierce Transit goals and achievement of results consistent with program objectives.

Work involves coordination with the Pierce Transit Executive Team, other Pierce Transit departments, and external customer groups; and requires well-developed communication skills, and the ability to work collaboratively to resolve problems and conflicts, and the ability to provide guidance and leadership regarding assigned functions.

Supervision received from: Chief Operations Officer

Supervision exercised over: Security Planning & Response Manager

Deputy Chief Transit Police

Physical Security & Records Manager

Tacoma Police Department Sergeant

Lakewood Police Department Sergeant

Pierce County Assistant Chief



## ESSENTIAL FUNCTIONS

Plans, organizes, coordinates, and controls the activities and functions of the Pierce Transit Office of Public Safety; ensures implementation of Department goals and objectives.

Directs and facilitates Pierce Transit's public safety and security programs including coordination of law enforcement (internal & external) and private security efforts.

Serve as the spokesperson for Pierce Transit with regard to safety and security issues. Therefore, it is very important that this position maintains good public relations and communications with city, county and state law enforcement emergency management agencies. Advises on best practices.

Occupies leadership/membership roles with law enforcement organizations that influence decisions, identify trends in security concerns. Develops and trends crime prevention programs for Pierce Transit, provides public safety statistics to the Chief Executive Officer on effectiveness.

Defines broad goals and implements appropriate activities for the Department; approves new security initiatives and projects; ensures that contract terms are fulfilled qualitatively and financially.

Monitors use of force investigations to determine Pierce Transit liability trends due to altercations involving employees; review interviews that are based on transit related criminal allegations.

Ensures the Department conforms to Pierce Transit's mission, goals, and objectives; and develops the annual Department work plan and strategies to achieve stated goals.

Ensures and encourages cooperation and collaboration with other Department Directors and with other Department personnel to identify and initiate innovative programs and policies.

Trains, supervises and evaluates the performance of assigned personnel; selects, counsels and disciplines employees as appropriate; provides appropriate staff development and training opportunities.

Assists employees with personal and performance problems; resolves grievances at the earliest possible stage and represents Pierce Transit Public Safety Department at hearings and arbitrations as requested.

Develops and administers assigned program budgets; monitors and authorizes expenditures in accordance with budgetary limitations, Pierce Transit policies and sound fiscal management principles.

## OTHER FUNCTIONS

Remains current regarding best practices, trends and technology in the overall management of the Pierce Transit Public Safety Department.

Attends a variety of meetings and serves on committees as required.

Performs other duties as assigned.

## KNOWLEDGE & SKILLS

Knowledge of: leadership practices and techniques; rapid cycle improvement processes; principles of public safety and transit police functions, principles of training, employee development, and supervision; budget and contract administration.

Skill in: leading teams; developing and implementing long and short range security plans, planning, organizing and coordinating the agencies criminal investigations; developing rules and regulations for parking and traffic management; establishing programs for crime and accident prevention; providing security for special events; crisis and emergency response coordination; and, ensuring that mandatory training for all staff is conducted; supervising, training and evaluating the performance of assigned personnel; communicating effectively both orally and in writing; establishing and maintaining effective and cooperative working relationships with internal and external customers, establishing priorities, resolving conflicts; and using computers and related software applications.

## MINIMUM QUALIFICATIONS

Required: Bachelor's degree in law enforcement, criminal justice, the social sciences or related field and five years of increasingly responsible professional level experience in public safety including three years of supervisory experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

## FACT SHEET

TITLE: Authorizing the Renewal and Ratification of Fiscal Agreement with MultiCare Health Systems for Coordinated Transportation Services of the Adult Day Health Express

DIVISION: Operations

ORIGINATOR: Dena Withrow, Transportation Manager

PRECEDING ACTION: Adoption of the 2014 Budget

COORDINATING DEPARTMENT: Paratransit

APPROVED FOR SUBMITTAL:

\_\_\_\_\_  
Chief Financial Officer

APPROVED FOR AGENDA:

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

ATTACHMENTS:

Proposed Resolution

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### BUDGET INFORMATION

2014 Budget Amount  
\$814,898

Required Expenditure  
\$814,898

Impact  
N/A

Explanation: N/A

### BACKGROUND:

This resolution seeks authority for the Chief Executive Officer to renew the fiscal agreement between Pierce Transit and Multi Care Health Systems for continued support of the Adult Day Health Express Program. This agreement would be retroactive to July 1, 2013 through October 31, 2014 with the option of a one- year extension, subject to the successful negotiation of a transportation services agreement by MultiCare with a third party transportation provider in substantially the same form as the existing agreement. Staff recommends that the Board authorize the CEO to extend this fiscal agreement by one year only if the cost of the underlying transportation services agreement increases by no more than 3% per transportation zone.

MultiCare Adult Day Health Center (ADHC) is a community-based program that helps participants continue to live as independently as possible. The ADHC serves a population of frail and elderly individuals as well as individuals with dementia and other disabilities, both mental and physical. Participants normally attend 2-3 times per week; however, some participants attend up to four times per week.

Adult Day Health Express began as a six-month pilot project on February 1, 2010. The project was one of two pilot projects that were mandated through SHB 2072, designed to coordinate transportation between various entities and eliminate barriers to transportation access. This served as an opportunity for WSDOT, MultiCare, Pierce County, DSHS, Pierce Transit, and private contractors to work together to provide a more efficient program using fewer vehicles, and offering more direct transportation to Adult Day Health Participants.

This project has proven cost effective and efficient in meeting the needs of targeted stakeholders. The 2013 Annual savings operating under ADH Express vs. SHUTTLE service to this program was approximately \$209,660.00. The fiscal agreement designates Pierce Transit as the fiscal agent and primary funder of transportation services to be provided by a third party under a transportation services agreement with MultiCare. Under this agreement, Pierce Transit will monitor and finalize requests for reimbursement to determine correctness. MultiCare has recently completed a bid process for these transportation services and is in the process of negotiating the underlying transportation services agreement. Pierce Transit and MultiCare's agreement expired in July of 2013, though both parties have continued to operate as if the agreement were in place. The proposed fiscal agreement would be retroactive to July 1, 2013 to meet the parties' intent and course of dealing.

#### ALTERNATIVES:

Dissolve partnerships and return trips to regular SHUTTLE service at an increased cost per boarding. This will also impact the program and community as some participants will no longer be able to attend MultiCare's Adult Day Health Program, as the ADH Express is now their only source of transportation to this service.

#### RECOMMENDATION:

Approve Resolution No. 14-052, authorizing the Chief Executive Officer to enter into and execute a fiscal agreement with MultiCare Health Systems for Coordinated Transportation Services of the Adult Day Health Express Program, retroactive July 1, 2013 through October 31, 2014 with an option for a one- year extension, which option may be exercised provided that the cost of the underlying transportation services agreement increases by no more than 3% per transportation zone.

**RESOLUTION NO. 14-052**

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Renewal and Ratification of Fiscal Agreement with MultiCare Health Systems for Coordinated Transportation Services of the Adult Day Health Express

WHEREAS, SHB 2072 mandated a project to coordinate transportation between various entities and to eliminate barriers to transportation access; and

WHEREAS, Following this mandate, Pierce Transit and MultiCare Health Systems have been coordinating the Adult Day Health Center Express Service since February 1, 2010 though the parties' agreement to do so expired in July of 2013; and

WHEREAS, Pierce Transit's cost benefit analysis has identified an approximate annual savings of \$209,660 attributable to the Agency's participation as a fiscal sponsor of this program; and

WHEREAS, the Agency's participation in this program provides a more efficient method of transportation using fewer vehicles and offering more direct transportation for participants; and

WHEREAS, Both MultiCare Health Systems and Pierce Transit believe that it is in the best interest of both Agencies and the Public to continue this coordinated transportation partnership; and

WHEREAS, on December 9, 2013, Pierce Transit Board of Commissioners adopted the 2014 Budget which payment to cover the Agency's participation in this program; and

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 a fiscal agreement with MultiCare Health Systems for coordinated transportation services of the Adult Day Health Express Program with a contract term retroactive to July 1, 2013 and expiring October 31, 2014 with an option for a one-year extension, which option may be exercised, provided that the cost of the underlying transportation services agreement increases by no more than 3% per transportation zone.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 8th day of September, 2014.

PIERCE TRANSIT

---

Rick Talbert, Chair  
Board of Commissioners

1 ATTEST/AUTHENTICATED

2  
3 \_\_\_\_\_  
4 Deanne Jacobson, CMC  
Clerk of the Board

## FACT SHEET

**TITLE:** Authorization to Purchase Radio Communications Equipment from Motorola Solutions, Inc., and Aviat Networks to Upgrade the UHF Data Communication Network, Using Washington State Contract No. 02702

**DIVISION:** Operations

**ORIGINATOR:** Carlos Davis, Radio Program Administrator

**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 Purchase 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

**Resolution No. 13-037,** Adoption of the 2014 Budget

**COORDINATING DEPARTMENT:** Radio Communications, Procurement

**APPROVED FOR SUBMITTAL:**

\_\_\_\_\_  
Chief Financial Officer

**APPROVED FOR AGENDA:**

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

**ATTACHMENTS:**

Proposed Resolution

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### BUDGET INFORMATION

2014 Budget Amount  
\$3,402,197

Required Expenditure  
\$3,402,197

Impact  
\$.00

Explanation: N/A

**BACKGROUND:**

This resolution seeks authority to upgrade the Pierce Transit Data Communication Network and authorize the purchase of data communication equipment from Motorola Solutions, Inc., and Aviat Networks in the amount of \$3,402,197, through the existing Washington State Contract No. 02702. The project outcome is to improve overall on-time service performance and system redundancy for better emergency preparedness by increasing Data

Network coverage areas from 85 to 95 Percent, and also to eliminate existing gaps within Pierce Transit service areas.

In February 2006, the Board of Commissioners approved the purchase of the TRAX mobile communication system from Motorola Solutions. This TRAX mobile communication system consisted of a voice network on 700 MHz and a data network on UHF 450 MHz. The TRAX voice network was upgraded in 2014 to meet FCC Narrowband requirements and the data network installed in 2006 is at the end of its lifecycle. In addition, the data network's initial coverage design of 85 percent does not meet current service area requirements, resulting in service area gaps where communications are lost creating potential safety conditions and operational inefficiencies through loss of critical data. The upgrade will increase the service life of the data network, improve Data Network coverage to 95 percent, and mitigate most of the service area gaps experienced today.

The Data network is vital to efficient and effective service operations since the TRAX overall system design cannot function without the combined functionality of the data and voice networks working together. Upgrading the Data Network also improves audio quality and smart systems functions critical to the Communication Center and in-field service supervisors, and all transit assets.

In December 2013, the Board of Commissioners adopted and funded the 2014 budget which included the Data Network upgrade. At this time, Pierce Transit is eligible to take advantage of an additional 20 percent reduction from the Washington State WSCA pricing using tiered state contract pricing discounts due to the interlocal agreement between Pierce County and Pierce Transit and the multi-million dollar radio project Pierce County awarded to Motorola Solutions, Inc., that is currently in progress.

#### ALTERNATIVES:

Do not upgrade the UHF Data Communication Equipment at this time. This course is not recommended since the coverage area and necessary redundancy requirements for consistent and reliable services for Pierce Transit is reliant on both the UHF data and 700 MHz voice systems to operate in a cohesive manner and to function properly. Also, 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. This means that the overall cost for this project would be 20% higher at (\$680,439) or \$4,082,636.

#### RECOMMENDATION:

Approve Resolution No. 14-053, authorizing the purchase of the Data Communications Equipment from Motorola Solutions, Inc., and Aviat Networks in the amount of \$3,402,197 to upgrade the UHF Data Network, using the existing Washington State Contract No. 02702.



## RESOLUTION NO. 14-053

1 A RESOLUTION of the Board of Commissioners of Pierce Transit for Authorization to Purchase Radio  
2 Communications Equipment from Motorola Solutions, Inc., and Aviat Networks to Upgrade the UHF Data  
3 Communication Network, Using Washington State Contract No. 02702  
4

5 WHEREAS, by Resolution No. 06-004, approved on the 13<sup>th</sup> 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 WHEREAS, by Resolution No. 10-024, approved on the 13<sup>th</sup> day of September, 2010, the Board of  
10 Commissioners of Pierce Transit Amended the 2010 Operating Budget and authorized the execution of Sole  
11 Source purchases of Radio/CAD/AVL equipment with Motorola and ACS for installation on Sound Transit  
12 coaches; and

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

16 WHEREAS, by Resolution No. 12-035, approved on the 10<sup>th</sup> day of December, 2012, the Board of  
17 Commissioners of Pierce Transit adopted the 2013 Budget which includes funding for purchasing Phase 1 of  
18 Radio Communications Equipment required for FCC mandated narrow-banding; and

19 WHEREAS, by Resolution No. 13-037, approved on the 9<sup>th</sup> day of December, 2013, the Board of  
20 Commissioners of Pierce Transit adopted the 2014 Budget which includes funding for purchasing Phase 2 of  
21 Radio Communications Equipment required for FCC mandated narrow-banding and which includes funding  
22 for purchasing the upgrade of the UHF CAD/AVL/GPS Data Communication Equipment to increase data  
23 communication coverage from 85 to 95 percent; and

24 WHEREAS, Washington State WSCA Contract No. 02702 ("the Contract") provides for Radio  
25 Communications Equipment appropriate for Pierce Transit's purpose and permits participation by political  
26 subdivisions; and

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

30 WHEREAS, the Contract includes specifications and options for purchasing UHF CAD/AVL/GPS Data  
31 Communications Equipment for a cost not to exceed \$3,402,197; and  
32

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

3 WHEREAS, the Board of Commissioners of Pierce Transit finds it in the best interest of Pierce Transit to  
4 purchase from Washington State WSCA Contract No. 02702; and

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

6 Section 1. Pierce Transit is hereby authorized to purchase the UHF CAD/AVL/GPS Data Communication  
7 Equipment from Motorola Solutions, Inc., and Aviat Networks in the amount of \$3,402,197, to upgrade the  
8 UHF Data Network, using Washington State Contract No. 02702; and

9 Section 2. The Chief Executive Officer is herewith authorized to enter into and execute an agreement  
10 with Motorola Solutions, Inc., and Aviat Networks for the purchase of UHF CAD/AVL/GPS Data Communication  
11 Equipment from Washington State Contract No. 02702.

12 ADOPTED by the Board of Commissioners of Pierce Transit at a regular meeting thereof held on the 8<sup>th</sup>  
13 day of September, 2014.

14  
15 PIERCE TRANSIT

16  
17  
18 \_\_\_\_\_  
19 Rick Talbert, Chair  
20 Board of Commissioners  
21

22 ATTEST/AUTHENTICATED

23  
24 \_\_\_\_\_  
25 Deanne Jacobson  
26 Clerk of the Board  
27  
28