

# PIERCE TRANSIT BOARD MEETING

Training Center, Rainier Room

October 13, 2014, 4:00 PM

## AGENDA

### CALL TO ORDER

### ROLL CALL

### PRESENTATIONS

- August Operator of the Month, Jack O'Neal  
Scott Gaines  
Transit Operator Assistant Manager
- Financial Update  
Wayne Fanshier  
Chief Financial Officer
- Swearing in Ceremony of Public Safety  
Officer Michael Clabaugh  
Bill Cassio  
Interim Chief of Public Safety

### 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).)*

- Proposed Service Changes to Routes 503 and 504,  
Effective February 15, 2015  
Tina Lee  
Service Innovation Administrator

### 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. 25 1. Approval of Vouchers, October 1, 2014
- p. 35 2. Minutes: Regular Board Meeting of September 8, 2014
- p. 41 3. Minutes: Special Board Meeting of September 15, 2014
- p. 45 4. FS 14-065, Authority to Enter Into and Execute a Lease of Property Agreement  
Amendment No. 2 with Tacoma Community College for Operation of the Tacoma  
Community College Transit Center
- p. 53 5. FS 14-066, Authorization to 1) Ratify a Multi-Jurisdictional Interlocal Agreement for the  
Use in Distribution of Funds and Allocation of Resources Pursuant to the 2008-2009 Auto  
Theft Prevention Grant Award; 2) Ratify the Screaming Eagle Building Lease with the City  
of Lakewood; and 3) Transfer of the Lease to the City of Fife

## **ACTION AGENDA**

- |        |   |  |
|--------|---|--|
| p. 131 | 1. FS 14-067, Authorization of Employment Contract With James L. Walton to Serve as the Interim Chief Executive Officer   | Alberto Lara<br>Chief Administration Officer |
| p. 143 | 2. FS 14-068, Authorization to Execute a Multi-Year Contract with an Executive Search Firm to Assist in the Recruitment of a New Chief Executive Officer and Other High- Level Position(s) as Necessary | Alberto Lara<br>Chief Administration Officer |
| p. 147 | 3. FS 14-069, Authority to Execute an Interlocal Agreement With Pierce County for the Creation, Operation and Governance of a Combined Communication Network  | Doug Middleton<br>Chief Operations Officer   |

## **INFORMATIONAL BOARD ITEM**

- |                        |                                      |
|------------------------|--------------------------------------|
| • Chair Report         | Rick Talbert<br>Chair                |
| • Sound Transit Update | Commissioners<br>Strickland/McCarthy |

## **STAFF UPDATES/DISCUSSIONS**

- |                                   |                                   |
|-----------------------------------|-----------------------------------|
| • Update on Farebox Installations | Heidi Neideigh<br>Project Manager |
|-----------------------------------|-----------------------------------|

## **EXECUTIVE SESSION**

## **ADJOURNMENT**

**PIERCE TRANSIT  
NOTICE OF PUBLIC HEARING  
PROPOSED SERVICE CHANGES FOR ROUTES 503 & 504 EFFECTIVE FEBRUARY 15, 2015**

A public hearing will be held as part of the Board of Commissioners' meeting on October 13, 2014. The meeting begins at 4:00 p.m. and is held in the Pierce Transit Rainier Conference Room, 3720 96<sup>th</sup> Street S.W., Lakewood, Washington. The purpose of the hearing is to allow public comment on proposed changes to Pierce Transit Bus Route 503 Fife to Puyallup and Route 504 Edgewood/Milton that will be effective February 15, 2015.

On November 18, 2013, the Pierce Transit Board of Commissioners authorized implementation of the Fife-Milton-Edgewood Demonstration Project effective February 16, 2014 – February 14, 2015. The two routes operating as this demonstration service are Route 503 Fife to Puyallup and Route 504 Edgewood/Milton. The Pierce Transit Board of Commissioners will consider action on these demonstration routes at their November 10, 2014 meeting.

Pierce Transit will take comments on whether to:

- Operationalize or Terminate Demonstration Route 503 Fife to Puyallup
- Operationalize or Terminate Demonstration Route 504 Edgewood/Milton
- Test a Bus Plus hybrid service model in Edgewood/Milton

Information will be available through Pierce Transit's website [www.piercetransit.org](http://www.piercetransit.org) or by calling Pierce Transit at (253) 581-8000. If you are unable to attend the public hearing, forward comments by 1 pm on October 10, 2014. Please address your comments to:

Pierce Transit Business Development Division  
ATTN: Tina Lee, Service Innovation Administrator  
P.O. Box 99070  
Lakewood, WA 98496-0070  
Or email at [tlee@piercetransit.org](mailto:tlee@piercetransit.org)

Registered SHUTTLE customers may obtain specialized transportation to and from the hearing by calling SHUTTLE at 253-581-8000, 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 five days.

Deanne Jacobson, CMC  
Clerk of the Board

*Published in the October 1, 2014, editions of the Tacoma Daily Index and Tacoma News Tribune.*

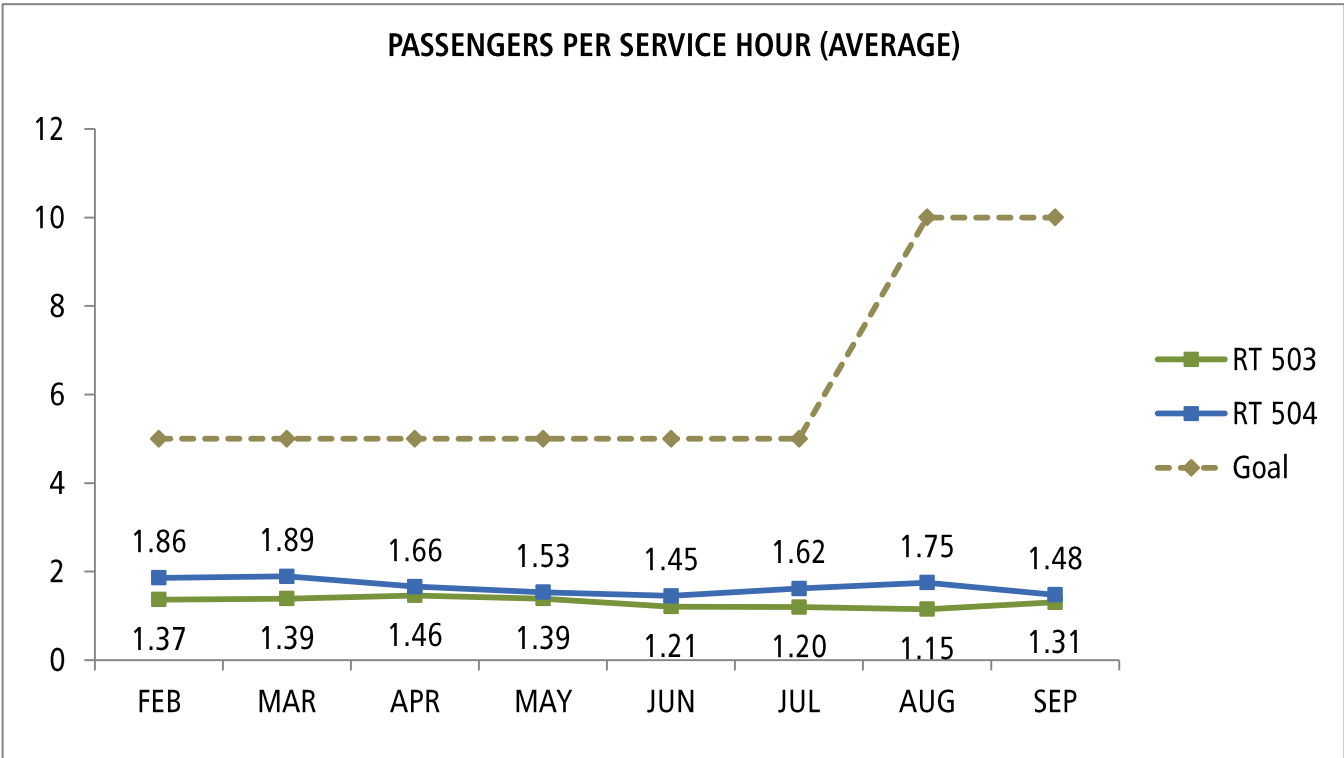
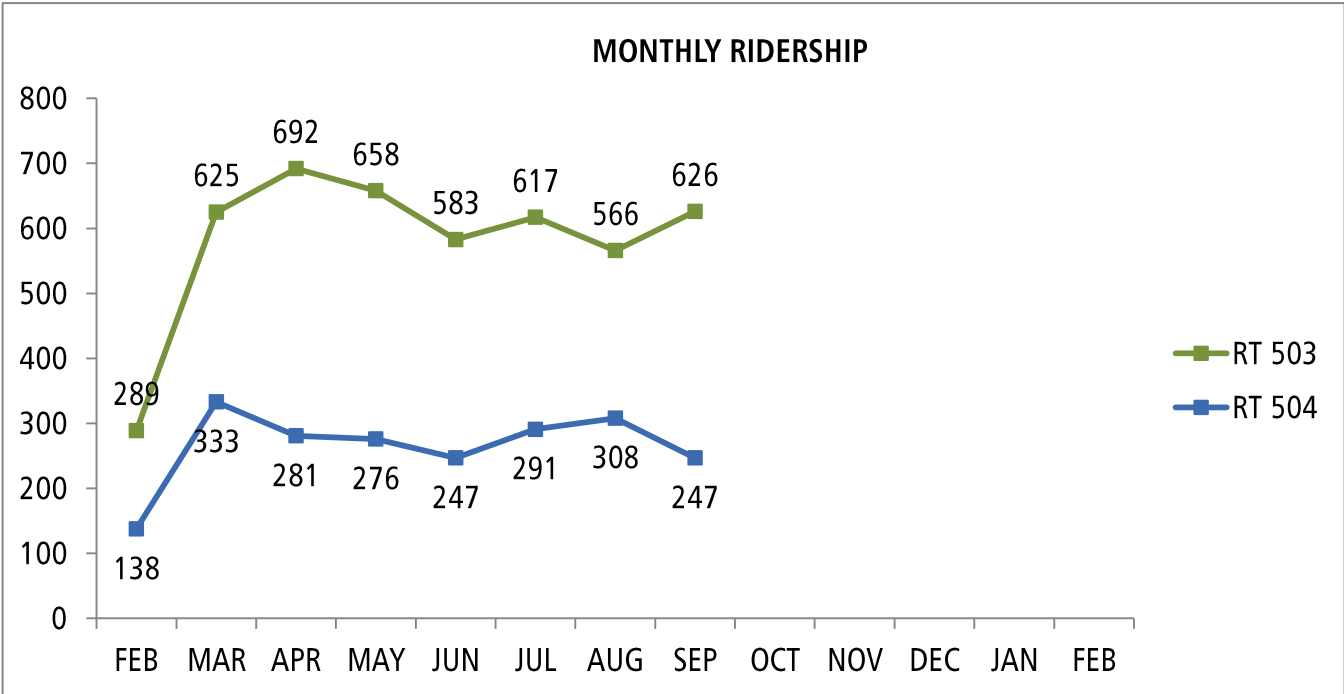


**PROJECT:** Fife – Milton – Edgewood Community Connectors

**DESCRIPTION:** Route 503, Fife to Puyallup Sounder Station Community Connector operates on weekdays, providing peak commuter service with trips timed to meet Sounder trains. Effective September 28, 2014, mid-day service was eliminated and one additional AM and PM train connection was added.

Route 504, Milton and Edgewood Community Connector is tailored for local community destinations. Effective September 28, 2014, Sunday service was eliminated and the loop was changed to two-way service. Also, frequency was reduced to every 80 minutes.

PERFORMANCE STANDARD	OBJECTIVE	GOAL FEB – JUL	GOAL AUG - FEB
Passengers per Service Hour (PSH)	Meet suburban route with marginal rating (10-15 PSH)	5	10
Cost Recovery	Increase cost recovery over demonstration	3%	6%
Net Cost per Passenger	Decrease in net cost per passenger over demonstration	\$27.93	\$13.53





PROJECT: Fife – Milton – Edgewood Community Connectors

	MO.	# OF DAYS IN SVC	RIDERSHIP	% CHANGE IN AVG DAILY RIDERSHIP	PASS/SVC HR	COST RECOVERY	NET COST/PASS
RT. 503	MAR	21	625	NA	1.39	.81%	\$102.80
	*APR	22	692	6%	1.46	.86%	\$97.66
	MAY	21	658	0%	1.39	.81%	\$102.75
	*JUN	21	583	-11%	1.21	.71%	\$118.40
	JUL	22	617	1%	1.20	.70%	\$119.56
	AUG	21	566	-4%	1.15	.67%	\$124.44
	*SEP	21	626	11%	1.31	.76%	\$109.49
RT. 504	MAR	31	333	NA	1.89	1.11%	\$75.28
	APR	30	281	-13%	1.66	.97%	\$85.92
	MAY	31	276	-5%	1.53	.90%	\$93.06
	JUN	30	247	-8%	1.45	.85%	\$98.45
	JUL	31	291	14%	1.62	.95%	\$88.22
	AUG	31	308	6%	1.75	1.02%	\$81.46
	*SEP	29	247	-14%	1.48	.86%	\$96.71

\*Service hours increased

COMMUNITY OUTREACH – Communicating information about demonstration projects is key to their success. The following displays outreach efforts for this demonstration.

EVENT	DATE	CONTACTS (ESTIMATE)
Heather Hill’s Breakfast	2/1	40
Kick-off	2/15	150
Mill Ridge Village – Senior ORCA Card/ST & Connector On-site	3/10	15
Fish Food Bank	4/24	100
Fife Family Car Show	6/29	50
Fife Farmer’s Market	7/12	30
Edgewood Picnic	7/19	30-40
Milton Days	8/16 – 8/17	100
Back to School BBQ	8/23	50-75
Mill Ridge Village – Sept Service Change Overview	8/25	20
Mill Ridge Village – Senior ORCA Card Sign-up	9/15	10
Puyallup Station FME Brochure Distribution	9/24	100
Fife Harvest Festival	10/4	300
Mill Ridge Village – Ride Along	10/13	

## Fife Milton Edgewood Demonstration Project

### Comments from February 17, 2013 - October 6, 2014

Customer comments from Demonstration Route 503, Fife to Puyallup Station, and Demonstration Route 504, Edgewood/Milton. Twenty comments were received through Pierce Transit's Customer Comment process or the demonstration web site. Summary of the comment themes are:

Compliment - Like the demonstration service	7
Compliment - Great Transit Operator	4
Complaint - Route 503 schedule & train connections	12
Complaint - General	1
Recommendation - Routing or schedule suggestion	2

Comment No	Comment Date	Customers Comments	Comment Type	Route	Location	Comment Closed
201400494	2/28/2014	I rode the new #504 shuttle today using my free pass as a try-out (Milton/Edgewood connector) to see how it might fit my needs and wanted to let you know how impressed I was with the driver. I believe his name is Darren. He was very helpful and informative. He answered all of my question very thoroughly and even showed me how the bike loading and unloading went. Jury still out if the route will work for me because of the limited times, but just wanted you to know that I was pleasantly surprised with the driver. Made the experience top notched. If it were up to me, I'd give him a raise or at least a bonus. Thanks.	Compliment - Operator	504	122nd Ave E	X
201400389	2/20/2014	Hello, I am SO excited about the addition of the 503 route from Fife to the Puyallup Sounder Station. Thank you for trying it out. I have a suggestion though. The bus drops you off on the opposite side of where the train typically loads and unloads. There is no overpass, so you have to walk a good distance to get to the other side. On Tuesday I took the bus and it dropped me off in Puyallup. I walk a pretty fast pace and I didn't even get to the end of the street before the railroad barriers came down. I then had to run under the barriers and down the other side of the tracks to catch the train in time. On the ride home, the same thing happened. The train unloaded on the opposite side of the bus stop and by the time I got around to the bus stop the bus was ready to leave. I had to ask him to wait for another passenger. I would recommend adding a few more minutes at the Puyallup Sounder station destination and departure.	Complaint - Schedule & Train  Compliment - Demo	503	Puyallup Sounder Station	X

**Fife Milton Edgewood Demonstration Project**  
**Comments from February 17, 2013 - October 6, 2014**

Comment No	Comment Date	Customers Comments	Comment Type	Route	Location	Comment Closed
201400419	2/21/2014	Please make stops 10 min earlier than currently scheduled. There is not enough time when arriving at the Puyallup Train station - expected arrival 8:07 and train 8:12 if there are any variances on either side it's too close. I rose twice this week... The first day we had to run around the tracks because dropped at Bay 2 is on the opposite side of train departure, and barely made it on. The second trip - today, we missed the train, arriving at the same time as the train and the safety barriers were blocking the street and the train departed as we were getting off the 503. I would love to take this route but based on my experience this week it's too unreliable with the amount of time allowed for. I understand this route is intended to match the train schedule, but we need about 5-10 more minutes to ensure we are able to make that connection. Today it's really bad for us - we now have to take a bus to Fed Wy then Seattle and of course I'm going to be really late for work because the 503 didn't make it in time for the Sounder connection.	Complaint - Schedule & Train	503	Puyallup Sounder Station	X
201400467	2/26/2014	Caller likes the new route # 503, but stated that at Puyallup Sounder Station, the bus needs to stop on both side of the tracks. Currently, when she get the Northbound train, she gets off the # 503, and has to run to the other side of the Platform to get onto the Train. Please add a stop on the other side of the Track.	Complaint - Schedule & Train  Compliment - Demo	503	Puyallup Sounder Station	X
201400447	2/24/2014	I would like to see a 503 bus stop added at or around the intersection of 40th St Ct E and 61st Ave E in Saddle Creek. The bus driver was asking and said if we had any suggestions about stops to submit them. This stop would anchor the other side of Saddle Creek which is also where I live, and would greatly reduce the distance and time I have to walk. Also, I mentioned this last week, but again the time is too close to meet the intended connection with the Sounder. As I was dropped off at Bay 2 at 6:28am, myself and another rider had to run down to Meridian to cross the tracks and we could hear the horn and the safety barriers began to close. We made it but it's too stressful. Please consider making this suggested change of making the stops about 10 mins earlier very soon, or really, I cannot continue riding this route - In the same amount of time I would just drive to Tacoma Dome as I used to. I have spoken with two other riders who said the same thing and a bus driver who also conceded that the time is too tight. Thank you for trying this new 503 route. It's a great idea and needed for our community, and I'm happy to make some suggestions early on to ensure this is successful.	Recommendation - General  Complaint - Schedule & Train  Compliment - Demo	503	40th St Ct E and 61st Ave E in Saddle Creek.	X

**Fife Milton Edgewood Demonstration Project**  
**Comments from February 17, 2013 - October 6, 2014**

Comment No	Comment Date	Customers Comments	Comment Type	Route	Location	Comment Closed
201400489	2/28/2014	Add a 503 Route from Puyallup Station at 6:00. There are routes about every 30 minutes 3:51, 4:21, 4:52, 5:32 but then afterwards not another one until after 6:21 almost an hour later? I arrived on Sounder at 5:40p and there is no connection until after the 6:21 connection so I have to wait for an hour? Why 30 minute spans for the first four earlier routes but an hour between the evening route? I would think there would be more demand later than earlier.	Complaint - Schedule & Train	503	Puyallup Sounder Station	X
201400506	3/3/2014	Thank you again for the changes in service to 503 am routes effective this week. Just connected with the Sounder and I can't express how nice it was with the extra 10mins time and being dropped off on train-side Bus Bay 4. It was a fantastic experience this morning! No rush, no stress. Really appreciate everyone implementing adjustments to the schedule so quickly and just wanted to express my gratitude.	Compliment - Demo	503	Puyallup Sounder Station	X
201400508	3/3/2014	Thank you again for the changes in service to 503 am routes effective this week. Just connected with the Sounder and I can't express how nice it was with the extra time and being dropped off on train-side Bus Bay 4. It was a fantastic experience this morning! Really appreciate everyone implementing adjustments to the schedule so quickly.	Compliment - Demo	503	Puyallup Sounder Station	X
201400545	3/5/2014	Hello! Much thanks for adjusting the pickup times for the 503 bus to the Puyallup Sounder Station from Fife and for dropping us off on the same side of the tracks that the train arrives on. This makes a huge difference in the amount of anxiety I have worrying about missing the train in the morning. I have another suggestion. In the evening I take the train from Seattle to Puyallup that arrives at 5:32 pm. The bus to Fife leaves at 5:35 pm on the opposite side of the tracks that the train disembarks on. Therefore, it is nearly impossible to make the 5:35 bus and the next bus doesn't come for another hour. Last Thursday the train arrived at 5:34, but the 503 bus had left by the time we got around the tracks. It would be appreciated if that bus could be pushed out 5-10 minutes to accommodate the arrival of the 5:32 train. Again, I am very thankful for this opportunity for public transportation options in Fife and want to continue participating in this demonstration route but if the bus can't truly connect to the Sounder schedule then I have to think about other options.	Recommendation - Schedule & Train  Compliment - Demo	503	Puyallup Sounder Station	X

**Fife Milton Edgewood Demonstration Project**  
**Comments from February 17, 2013 - October 6, 2014**

Comment No	Comment Date	Customers Comments	Comment Type	Route	Location	Comment Closed
201400547	3/5/2014	This was sent in two emails but have to do with the some issue: The 503 was sitting at the Bus Bay 2, and the Sounder arrived on time at about 5:32. The 503 left at scheduled departure 5:35 - problem is Sounder had not even left yet and the cross guards were still down - no one had the opportunity to cross at Meridian and get up to the Bus Bay before the 503 left. The next bus is an hour wait... This really needs to be fixed as soon as possible... Probably by simply delaying that departure by another 5-10 mins allowing for that connection. The driver sees the train there, you would think they would wait. This one flaw in scheduling makes it impossible to rely on the 503. There is no point making morning connections if I can not get home after 5:35 until 6:35. I mentioned before, but if this isn't fixed, I can't ride the 503 anymore. It's more frustrating that the bus is right there but doesn't wait until we cross the tracks. Please work on 503 PM connections with Sounder Trains Southbound: Departs Seattle - Arrives Puyallup 4:12 - 4:52 4:32 - 5:12 4:52 - 5:32 5:12 - 5:52 5:42 - 6:22 6:12 - 6:51 For these stops there are only three 503 connections to get back to Fife, and they are poorly timed. 4:57, 5:35, & 6:35. We need stops about 10mins after arrival. I recommend ideal schedule 5:00, 5:25, 5:45, 6:05, 6:30, 7:00 if you can add routes. At least changing to 5:00, 5:45, & 6:30 this would modify the times without adding routes. 5 & 5:45 would allow more time for connecting and crossing tracks.	Complaint - Schedule & Train	503	Puyallup Sounder Station	X
201400660	3/17/2014	I left Seattle on the 5:00 Sounder south-bound, arrives at Puyallup 5:55. Unfortunately there is no connection until 6:35. I would take the 503 every day if there were connections with Sounders in the evening, but unfortunately there are not so I stopped riding. I rode every day for the first two weeks, and I tried once last week and again once this week, but I have decided it's really not worth the wait with the lack of connections. Let me know if service changes. I'll return to my previous transportation and drive to Puyallup or Tacoma Dome until connections are made by the 503. Thanks again, and I appreciate the accommodations made to the morning schedule, I just have to be able to get back to my neighborhood as well.	Complaint - Schedule & Train	503	Puyallup Sounder Station	X
201400857	4/10/2014	Caller works for Metro Transit, and was very impressed with our Bus Drivers driving skills. Caller said this Bus Driver is very smooth in stopping and starting. Plus, the Bus Driver is friendly and outgoing, helping passengers get to where they need to go. Caller said, " he does Pierce Transit Proud"	Compliment - Operator	504	Emerald Queen Casino	X

**Fife Milton Edgewood Demonstration Project**  
**Comments from February 17, 2013 - October 6, 2014**

Comment No	Comment Date	Customers Comments	Comment Type	Route	Location	Comment Closed
201400904	4/17/2014	Bus route 503 leaving Puyallup Station at 4:25 pm. My train which is suppose to get into Puyallup at 4:21 but gets in routinely a little later -- today at 4:27 pm and I have not caught this bus in my 7 tries. I have to wait approximately a half an hour for the 4:57 bus. That bus always waits for the train before departing asking the passengers if train has arrived (4:52 or later). I understand if train is over 10 minutes late, but if only a few minutes - 5 minutes -- why can't it wait. I absolutely love the 503 service, but if I could get home a half hour earlier without waiting in rain blowing into bus shelter, I would LOVE it even more!	Complaint - Schedule & Train	503	Puyallup Sounder Station	X
201400958	4/22/2014	Caller takes the number 503 to get the train at Puyallup Station. There is only a three minute connection between the time the bus Caller takes in the morning and the time the train leaves the Station. The Caller stated that the 503 buses are always running late due to traffic on Pacific Highway. Caller's suggestion, is to have buses start at a different location on the other side of I-5, so to miss all the congestion on Pacific Highway. Caller likes the 503 and would like to continue to take the bus to the train, but needs to be able to count on the connects being made. Caller works as a transportation manager in Seattle.	Complaint - Schedule & Train	503	54/Radiance	X
201401202	5/14/2014	Shuttle bus leaving at 4:25 does not wait for train passengers - at least 5 minutes. My train is 9890 time late approximately 5 minutes so I have only caught bus 2 X since 3/31/2014. I always have to wait 30 minutes.	Complaint - Schedule & Train	503		X
201404413	8/11/2014	Just an FYI...this past week 80% + of the buses aren't even driving thru the car port area they are just driving thru the parking lot.	Complaint - General	504	Mill Ridge	X
FME website	8/15/2014	It is great ! I take 504 to go to the food bank. Before it took me 40 minutes walking . It stops right there. Thanks!!!!!! :-)	Compliment - Demo	504	Mountain View Community Center / FISH Food Bank	X
Letter	8/18/2014	Response to mailing. Compliment and recommendation. Resident lives in isolated part of Fife, Levee Rad & 52nd & 37th, five miles from grocery stores. Rt 503 allows her access to shopping and connections at Puyallup Station to other services like Rt 425 & 402 to reach medical appointments. She also uses this service to reach Fife Community Center and FISH Food Bank in Edgewood. She is a conditionally SHUTTLE client, these routes give her greater freedom and more reliability with schedule than utilizing SHUTTLE. Recommendation to keep service but reduce frequency every other hour if needed to preserve route. Also supports Rt. 504 & 425.	Compliment - Demo  Recommendation - General	503		X

**Fife Milton Edgewood Demonstration Project**  
**Comments from February 17, 2013 - October 6, 2014**

Comment No	Comment Date	Customers Comments	Comment Type	Route	Location	Comment Closed
FME website	8/21/2014	Please adjust Rt 503 PM service to meet the 5:52 pm Train.	Complaint - Schedule & Train	503	Puyallup Sounder Station	X
201404603	9/4/2014	Caller ask the Bus Driver for trip planning help. The Bus Driver was GREAT... he answered all the Caller's questions, and took time to make sure he understood. The Bus Driver went, " Above and Beyond" to make sure the Caller was able to get to where he needed to go. Caller was very happy.	Compliment - Operator	503	Puyallup Sounder Station	X

I am writing this in response to your recent inquiry regarding the 503 and 504 buses. Thank you for these two necessary routes!

I live in a very isolated part of Tife - off Lincee Road at 52nd + 37th, and I am five miles from any grocery stores.

While I have conditional shuttle privileges I find the 503 preferable because I can choose to ride it when I feel physically able. With the shuttle, I have to schedule the ride in advance and many times have to cancel the trip because I'm in too much pain to travel that day.

The 503 allows me to go to Sounder Station for connections with other buses, such as the 402 to Federal Way for doctor appointments and the 425 for Puyallup shopping. With the 503, I am able to go to the Tife Community Center. Because of the 503, I am able to connect with the 504 at 20th + 54th to go to the FISH foodbank in Edgewood.

Having the 503, 504, and 425 have allowed me to ~~have~~ remain more independent. As a disabled person with a walker, I have found all drivers happy to assist me getting on and off the buses. And, the best part, is that I can depend better on their time schedules than I can with the shuttle.

On the practical side I can see that ridership on the 503 is low during the day, and from an economical standpoint I can see that it might be more logical to discontinue some of the day trips. With that

in mind, I would suggest having to  
alter the schedules to every other  
hour from 9 AM to 4 PM. This would  
allow me to still go to Sounder Station,  
the casino, the 504 connection, the Life  
Community Center.

But, please do not eliminate this  
bus. It is so needed in life!

thanks for listening  
Doreen Osterman

08-18-14



# FME Community Mailer & Survey

Results of Community survey mailed to 12,199 Fife, Milton, and Edgewood residents on August 13, 2014.

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# Summary

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Pierce Transit's Business Development and Marketing teams organized a business reply mailer to Fife, Milton, and Edgewood (FME) residents. The purpose of the mailer was twofold:

1. Collect feedback
  - Are you familiar with Pierce Transit's two new demonstration routes?
  - Have you tried either of the Fife-Milton-Edgewood Community Connectors?
  - If you do not use the Community Connectors, why not?
  - Would you be interested in a Hybrid Bus-Plus concept?
2. Inform residents of potential changes to the Community Connector Route 504

The mailer was sent to 12,199 FME residents on August 13, 2014. We have received a total of 116 responses (1% return rate).

Feedback collected indicates the following conclusions:

1. There is awareness in the community of the demonstration service. However, most residents have not tried the service.
2. Respondents express interest in continued access to services providing connections to the Puyallup Sounder Station. However, there are challenges with the diversity of destinations cited by FME residents.
3. Respondents expressed a desire for connections to Downtown Seattle, Downtown Tacoma, and Federal Way. Locations currently served by Pierce Transit, King County Metro, and Sound Transit.
4. There is interest expressed in a Hybrid Bus-Plus service modal for Edgewood and Milton. The off-route stops are a way to reach future riders who have difficulty reaching fixed-route bus services.

The following pages provide a more detailed overview of responses.

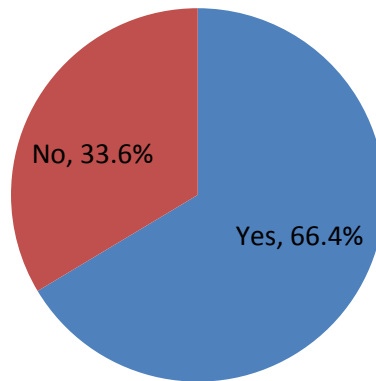
# Survey Breakdown

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## Community Connector Awareness

We asked respondents if they were familiar with the Fife-Milton-Edgewood Community Connector routes. The majority of respondents say they are aware of the service.

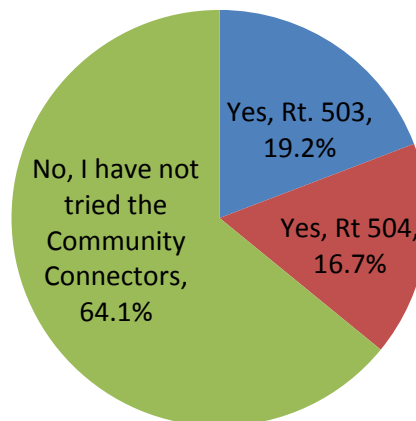
**Are you familiar with Pierce Transit's two new demonstration routes offering tailored local service to Fife, Milton, and Edgewood?**



## Community Connector Usage

We asked respondents if they had tried either Fife-Milton-Edgewood Community Connector routes. The majority of the respondents have not tried the Community Connectors.

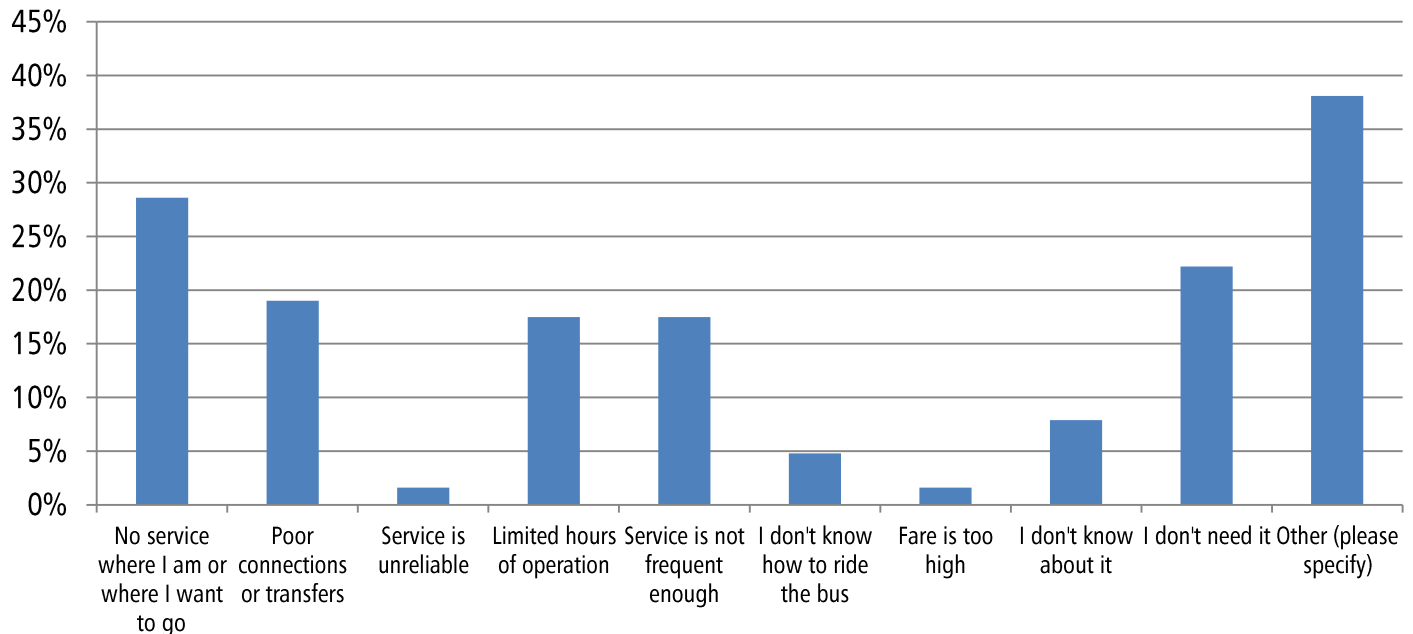
**Have you tried either of the Fife-Milton-Edgewood Community Connectors, Routes 503 and 504?**



## Community Connector Barriers

To help us determine why residents are not using the Fife-Milton-Edgewood Community Connectors, we asked respondents to select a reason why the service does not work for them. Responses varied. The primary responses were: no service where I am or where I want to go, I don't need it, or poor connections.

**If you do not use the Community Connectors, why not?**



**Respondents who answered, *Other, why they hadn't tried the Community Connectors*, gave the following responses:**

- Haven't had a chance
- We need to get the word out
- Would need a ride to bus stop
- Haven't needed it in Summer, looking forward to it in the Fall
- I ride the Sounder
- I still drive most places
- I can't walk too far with groceries
- I would like 503 on weekends
- Use Intercity Transit to Olympia
- Little service on weekends
- I need a direct connection to Tacoma early in the morning and back late afternoon. 501 is more convenient
- Later and more hours
- I am 86 and still driving, but I don't know how much longer I'll be able to drive.
- Need to see a schedule
- So far I don't need it, but am getting older
- I own a car
- I do not want this service in my front yard where my grandchildren play and catch a school bus
- Time - don't work well in evenings with trains
- Don't like the passengers on bus lines! They stink
- Not sure if there is room for a large stroller

## Modifications

In order to increase ridership, we asked respondents what additional changes they would like made to the Community Connectors. Here are the changes they listed:

### Route 503

- Milton Sounder Station
- More connection time schedule with route 501 and 500
- Restore outbound stops on Pacific Highway at 59th
- Run routes later hours
- Weekend service
- Wait for train to arrive evening
- Pair up shuttle to train arrivals and departures times. Run later and frequent
- Expand hours
- I would like to have them pass along the 62nd and 12th St. in Fife by the Hillsboro Creek Mobile Park.
- Tacoma Dome Station
- Better connection times to all trains

### Route 504

- Don't eliminate the two legs
- Be able to come before 9AM on Sundays, but I can live with if not. Thanks you for the rides
- Come through our Heather Hills Park? We would have to have a ride to a bus stop otherwise. Don't need it yet
- Need more hours throughout the week
- The "plus" proposal sounds great
- Stop at Milton Senior Center
- Need to be closer to use
- or bring the service up to Porter Way and Pacific Highway
- Run routes later hours
- A route going along Yuma in Milton
- More street parking at Puyallup Train Station
- Netter weekend service
- Have the people needing this service to pay for it. Not the people which do not use it via tax payer dollars. People that don't use this have to pay for car maintenance, tabs, insurance, gas, oil, new plates, etc. to be a contributing member of society
- More weekend trips
- Mt. View Church
- I know there is a need for the food bank
- 501 is the best for me
- Discontinue; waste of money. Stops should not be by playgrounds or schools.
- 24th
- Unnecessary - move the food bank to where the people are use it.
- Get a connection to Federal Way TC
- Cancel the stop on a hill by 1814 122nd Ave E. Its sign hides behind our tree and disrupts the gravel we paid for
- Not just later on Thursdays, start earlier every day

## Modifications (continued)

- Stopping in Surprise Lake
- Direct connection to Puyallup Sounder
- Acknowledge the part of Edgewood called Sumner Heights
- If you make the proposed service changes I will no longer be in your service area.
- Reduce my taxes

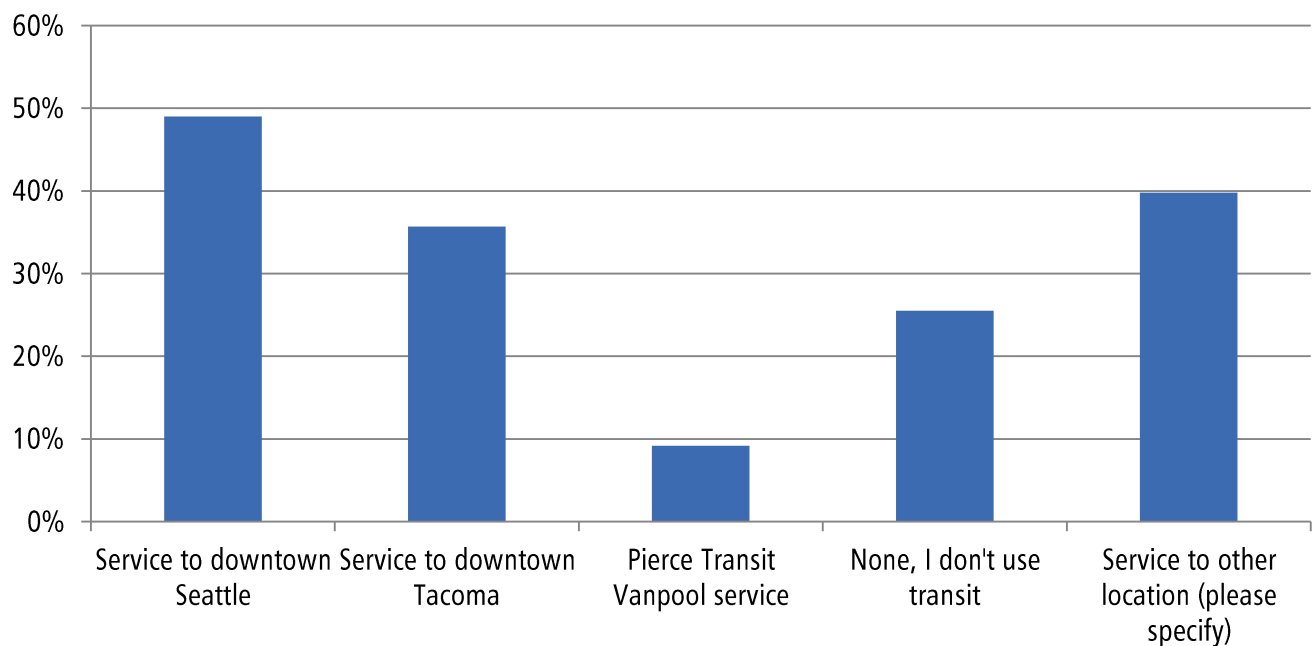
### Other Comments

- I have used Pierce Transit 13 years
- I live in lower Milton
- Not familiar with route
- Coordinate with Sound Transit to get us from Edgewood down to Sumner!! Especially to the transit center there

## Transit Services

To help us plan for future service or modifications to the demonstration service, we asked respondents to let us know where they would want to go using public transportation. Majority of the respondents indicated Downtown Seattle and Downtown Tacoma. Federal Way was often cited in the "Other Locations" comments.

### What other transit service would you consider using?



### Respondents who answered, *Service to other location*, gave the following responses:

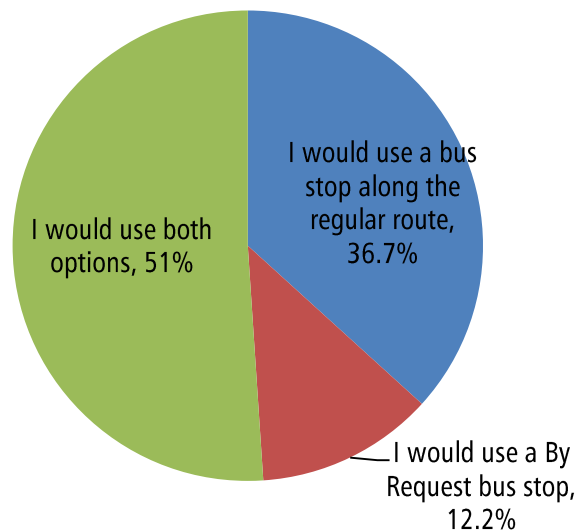
- 29th St E and Meridian in Edgewood
- Federal Way
- Federal Way Transit Center/Sounder Station
- Seattle Light Rail stops

- South Hill Mall and Walmart Store
- I already ride 500, 501, 57 and 2
- Edgewood to Sounder Station in one route
- Federal Way Commons
- I would like to see a connection from this area to Federal Way. I ride 574 to SeaTac from Federal Way.
- Federal Way TC
- More frequent 500s
- I already use 402-410
- Milton to Auburn Transit Station
- 590 and Sounder.
- 402 and 501
- Sumner
- 501, 500, 402
- Mt. View Church
- Federal Way Park and Ride
- SeaTac Airport and Lite Rail Station.
- Good Sam Hospital
- Baseball and Football Stadiums Seattle
- Sumner Sounder Station
- Fife-Milton-Federal Way
- Milton Safeway
- Tukwila/Renton
- 402
- Sumner, Graham.
- I already ride the 501 and 402 sometimes 500.
- Renton
- Service to Sounder
- Federal Way
- SeaTac Airport
- Vanpool
- Sounder Station
- Express service to Microsoft, Federal Way Park and Ride, South Hill Mall and Sea-Tac Airport

## Bus Plus

To help us plan for possible modifications to Community Connector Route 504, we provided information about Hybrid Bus-Plus service. We asked respondents to let us know if they would utilize a bus stop along the route or a By Request off-route bus stop that is within  $\frac{3}{4}$  mile of the route. Forty-nine respondents or 42% were favorable to this concept.

**Would you ride from a bus stop along the route or a By Request bus stop that is within  $\frac{3}{4}$  mile of the route?**



## Bus-Plus by Request Bus Stop Locations

If respondents would likely use By Request bus stops, we asked them to give use the street address or nearest cross streets to identify where they would like the stop. Respondents were able to give more than one location.

- 4426 108th Ave E Edgewood WA 98372
- Meridian and Queens Way
- 114th and Jovita
- 122nd and 24th
- Milton Senior Center
- 32nd St. E and 114th Ave
- 10th and Yuma
- 28th Alder Street
- Intersection of 35th St Ct. E and 91st Ave Ct. E.
- 48th St. E and 114th Ave E
- 110th Ave E and 32nd St. E
- Fife High School
- 24th Ave
- 122nd and 48th
- County Line RD, Edgewood
- 61st Ave E and 40th St Ct E - Fife, WA

## Bus-Plus by Request Bus Stop Locations (continued)

- Close to Safeway Milton
- Milton, 10th Ave between Taylor and Yuma
- 62nd and 9th St
- Radiance Rd. and Corner of Oxbow Ave E

## General Comments

We provided space in the survey for respondents to provide any comments they have.

- I just discovered that his route goes right by my office. Am going to look at times and see if I can't start using this a few times a week
- We are very happy with the 504 route, seniors, we need the access
- I live in Senior MH Park at 70th St and Levee Rd - we have seniors that no longer drive - no bus service here at all
- It would be nice to have this bus travel to Sound Transit Train Station to allow for travel to Seattle
- This new route proposal is good. I like that it travels both north and southbound on Meridian
- The red addition is good for shopping
- By the time we need your service, we may need SHUTTLE
- Most interest in #503 to catch Sounder Trains
- Near Mt. View Church
- It would be nice for people who use it
- Address same as on the mailer. Thank you for notifying me of the opportunity for bus service.
- Weekdays I travel toward Tacoma to catch the 590 buses. Weekends I'd love to be able to get to Puyallup early
- By charging us the tax payers to foot the bill for the "low income" is just one more hard to pay bill for us. I am under 23K per year and I drive and pay for everything! Just making us pay for this silly service is the only way you're doing this in the first place
- We live in a field far from a bus stop. For many years I have used the Seattle express bus from the Tacoma Dome. We are in our 70's so don't have to commute. I have an ORCA pass
- I would like to increase service where I live to two times an hour
- I am 84 and my wife is 79. We are in excellent health. We prefer to use our automobiles
- I just need more frequent stops. If I miss a bus I have to wait sometimes two hours for the next bus. Please fix this. On 8-16 while waiting for the 504 in Milton the bus did not stop for me. Ridiculous
- I am retired, nearly age 79 and drives where I need to go. Only drive about 250 miles per month
- I would like a bus ride from Village to Mt. View Lutheran Church that would get me there by 9-9:30 and return to the village about 1:30-2:30 5 days a week. I would like to go to the church on Sunday 10:30 and return at on hr 12. I have a walker. Is this possible
- I need to know if you have accommodations for handicapped people in wheelchairs
- I still am driving. Yes, I hate to see the bus empty
- I like the 503 and 504 improvements and the 504 "Bus Plus" proposals as well
- I use the bus that goes to Edgewood-Fife. I have a senior pass and etc. I am 91 yrs. old and no car. Sure hope we always have a bus
- I still drive myself, but a bus service is needed for those who can't drive
- My home is NOT within this area. I would promote the by requests stops to connect to Sumner's Transit Center
- I believe that more people will ride the bus when the information gets out to the public

### General Comments (continued)

- Bus service should run only on Meridian. Have longer hours of operation times. Smaller bus sizes maybe means more hours of operation to and from Puyallup/Federal Way
- Stop service by 1814 122nd Ave E. Edgewood. Who is it servicing anyway? It puts the children at risk with transients. We own two properties in Edgewood 1814 122nd Ave E
- I don't use this route, but I take the 501 and 402 almost daily
- Excellent service to the public but hopeful those hours of operation should be expanded like on weekends. Thank you
- We are able to drive but if we were too old to drive we would use this service
- So we now have a bus "504" which goes from casino to food bank. I see where our tax dollars go. Thanks a lot
- I would use this route #503 as my daily commute if the evening buses better connected with all the sounder train times. I have to wait 45-60 minutes for a bus home at night. That's not worth my time
- I think taxes are too high for the transit system. This is an example of the redistribution of wealth
- Thanks for being there, because there are times public transit is needed
- An Express bus from a Fife Park and Ride location to Microsoft. There are approximately 45 employees that commute from Tacoma-Fife to Microsoft. Set up a Park and Ride on the 99 Highway to Microsoft a.m. and p.m. bus

**PIERCE TRANSIT  
BOARD OF COMMISSIONERS  
MINUTES**

**September 8, 2014**

**CALL TO ORDER**

Vice-Chair Vermillion called the meeting to order at 4:00 PM.

Commissioners present:

Steve Vermillion, Vice-Chair, Puyallup Councilmember  
Marilyn Strickland, Tacoma Mayor  
Daryl Eidinger, Edgewood Mayor (*representing Fife/Milton/Edgewood*)  
Lauren Walker, Tacoma Councilmember  
Kent Keel, University Place Councilmember  
Don Anderson, Lakewood Mayor

Commissioners excused:

Rick Talbert, Chair of the Board, Pierce County Councilmember  
Pat McCarthy, Pierce County Executive  
Nancy Henderson, Steilacoom Councilmember  
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)

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**

- **July Operator of the Month, Leroy Brown** ~ Transit Operator Assistant Manager Scott Gaines recognized Operator Leroy Brown for being selected Operator of the Month for July and commended him for his customer service skills, noting he has 37 compliments in his file. He also noted that Mr. Brown serves as a mentor to new drivers.

Mr. Brown noted it was an honor and privilege to receive the award.

- **Recognition of Brentt Mackie** ~ Transit Manager Dena Withrow announced that Mr. Mackie won the 2014 Washington State Rodeo Championship. She reviewed some of the challenging elements of the course that Mr. Mackie maneuvered during the competition.

Mr. Mackie thanked the Board and Executive Team for bringing back the Rodeo.

- **Financial Update** ~ Chief Financial Officer Wayne Fanshier reviewed the finance brochure for September and discussed the trends of sales tax.

Commissioner Strickland thanked staff for the new financial brochure and was complimentary of the new format.

## **PUBLIC COMMENT**

- Walter Herd provided comments about reducing coach time runs by eliminating frequent stops that are too close to each other. He also noted that there are still some issues with smoking at the bus shelters. He talked about a mechanism that AC Transit in Oakland, California has that would allow the coach operators to control the signal lights.
- Cinderella Helga, Lakewood, suggested adding the words “No 3” on the west elevator near the sky bridge when coming from the Freighthouse Square. She noted that Pierce Transit’s new phone system is confusing and the caller needs to listen to all the prompts before dialing the extension. She submitted her comments in writing.
- Roy Maghee, Lakewood, noted that the market where he reloads his ORCA card was closed over the weekend, and that made it difficult to load the card.

## **PUBLIC HEARING**

Fleet Manager Bill Spies presented on the Surplus of Vehicles and noted that this item is on the Consent Agenda for approval following the Public Hearing. He noted there are 83 vehicles being requested for Surplus.

Chair Vermillion provided instructions for the public hearing and opened the public hearing at 4:30 PM.

- Roy Maghee, Lakewood, noted his support for the surplus of vehicles.
- Walter Herd noted it’s important to have inventory in the event there are accidents to the buses.
- Cinderella Helga provided comments pertaining to having extra buses.

The public hearing closed at 4:35 PM.

## **CONSENT AGENDA**

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

*Commissioner Strickland requested that Item No. 6 be heard under the Action Agenda*

Commissioners Eidinger and Walker **moved** and seconded to approve the Consent Agenda as amended.

Commissioner Strickland requested that item No. 6 on the Consent Agenda be heard under the Action Agenda.

Motion **carried**, 6-0.

1. Approval of September 3, 2014 Vouchers  
Operating Fund #10  
Self-Insurance Fund #40  
Capital Fund #90  
Voucher Numbers CK 338131through CK 338656  
Wire Numbers 1362 through 1374  
Total \$4,695,728.41

2. Minutes: Regular Board Meeting of August 11, 2014.

### 3. Sole Source Report

4. FS 14-057, Approved 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.

5. FS 14-058, Approved Resolution No. 14-047, adopting the Agency's 2014-2019 Transit Development Plan as presented.

~~6. FS 14-059, Authority to Execute a Collective Bargaining Agreement with the International Association of Machinists and Aerospace Workers Local 297; Moved to No. 4 on the Action Agenda.~~

7. FS 14-060, Approved 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 services and permitting Mr. William Cassio to continue to serve as the Interim Public Safety Chief for a period not to exceed 13 months or until a permanent arrangement to lead Pierce Transit's Public Safety Department is in place, whichever is later.

### **ACTION AGENDA**

#### **1. FS 14-062, Authorizing Fiscal Agreement with MultiCare Health Systems for Coordinated Transportation Services of the Adult Day Health Express**

Commissioners Keel and Walker **moved** and seconded to 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.

Transit Manager Dena Withrow provided an overview of the item.

Motion **carried**, 6-0.

#### **2. FS 14-063, 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**

Commissioners Strickland and Keel **moved** and seconded to 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 existing Washington State Contract No. 02702.

Radio Program Administrator Carlos Davis presented on the item and responded to questions pertaining to coverage gaps in Pierce County.

Motion **carried**, 6-0.

### **3. Discussion and Potential Action to Appoint Additional Board Member(s) to Serve on the Selection/Evaluation Committee for the Chief Executive Officer Search Firm**

Vice Chair Vermillion recapped the discussion and decisions that were made at the August 21, 2014 Executive Finance Committee Meeting regarding the RFP Evaluation Committee for the selection of the Executive Search Firm to conduct the Chief Executive Officer search. It was noted that in order to retain the confidentiality of the RFP process, it would be necessary to form an Evaluation Committee to review the proposals from the search firms. The Committee would need to be made up of one Board Member who currently serves on the Executive Finance Committee and additional Board Members, as long as a quorum is not formed, and two to three staff members.

Commissioners Walker and Strickland **moved** and seconded to nominate Commissioner Keel to serve on the Evaluation Committee.

Motion **carried**, 6-0.

Commissioners Strickland and Anderson **moved** and seconded to nominate Commissioner Eidinger to also serve on the Evaluation Committee.

Motion **carried**, 6.0.

### **4. FS 14-059, Authority to Execute a Collective Bargaining Agreement with the International Association of Machinists and Aerospace Workers Local 297**

Commissioners Strickland and Keel **moved** and seconded to 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 Works Local 297.

Labor Relations Officer Vivienne Kamphaus thanked David Burns for his efforts on helping to finalize the bargaining contract. She thanked both bargaining teams for their efforts.

Commissioner Keel noted he was happy with the outcome and thanked both teams for their efforts.

Commissioner Anderson noted he was pleased that both sides reached a four-year contract, noting it gives the Agency stability.

Motion **carried**, 6-0.

### **INFORMATIONAL BOARD ITEM**

- Sound Transit Update ~ Strickland talked about Sound Transit, King County Metro and Pierce Transit collaboratively working together.

### **STAFF UPDATES/DISCUSSION**

None.

## **EXECUTIVE SESSION**

None.

## **ADJOURNMENT**

Commissioners Strickland and Walker **moved** and seconded to adjourn the meeting at 4:56 PM.

Motion **carried**, 6-0.

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Deanne Jacobson, CMC  
Clerk of the Board

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Steve Vermillion, Vice-Chair  
Board of Commissioners

**PIERCE TRANSIT  
BOARD OF COMMISSIONERS  
SPECIAL BOARD MEETING  
MINUTES**

**September 15, 2014**

**CALL TO ORDER**

Chairman Talbert called the meeting to order at 5:00 PM.

**ATTENDANCE**

Commissioners present:

Rick Talbert, Chair of the Board, Pierce County Councilmember  
Steve Vermillion, Vice-Chair, Puyallup Councilmember  
Pat McCarthy, Pierce County Executive  
Marilyn Strickland, Tacoma Mayor  
Daryl Eidinger, Edgewood Mayor (*representing Fife/Milton/Edgewood*)  
Lauren Walker, Tacoma Councilmember  
Nancy Henderson, Steilacoom Councilmember (arrived 5:13 PM)  
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)  
Kent Keel, University Place Councilmember  
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  
Angela Woods, Deputy Clerk of the Board  
Suzanne J. Thomas, K&L Gates

Chief Executive Officer (CEO) Lynne Griffith spoke about her departure from Pierce Transit. Ms. Griffith's employment agreement was distributed to the Board of Commissioners and questions were answered about benefits and wages.

Commissioner Strickland and Keel **moved** and seconded to recess the meeting into executive session for a time period not to exceed 30 minutes.

Motion **carried**, 9-0.

## **EXECUTIVE SESSION**

At 5:07 PM, the special meeting was recessed into executive session for approximately 30 minutes, pursuant to RCW 42.30.110 (1)(g), to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. Formal Board action was anticipated to follow in open session.

At 5:35 PM, the executive session was extended for approximately 15 minutes. The time extension was announced to attendees.

The meeting was reconvened into open session at 5:45 PM.

## **SPECIAL BUSINESS**

1. Discussion and potential action related to waiver of the 75 days' notice requirement in Paragraphs 1 and 5(e) of the Chief Executive Officer's employment contract with Pierce Transit and any conditions on such waiver, at her request.

Commissioners Strickland and Keel **moved** and seconded that the Chair or designee of the Executive Finance Committee be delegated authority to oversee, direct, approve, assign activities of CEO Lynne Griffith as she retires from the Agency and of the Interim Chief Executive Officer as he or she transitions into the Agency.

Motion **carried**, 9-0.

Commissioners Strickland and Keel **moved** and seconded that the 75-day resignation notice requirement in paragraph 5(e) of the CEO's Employment Agreement with Pierce Transit to be waived, provided that:

- Ms. Griffith remain actively employed by Pierce Transit through September 22, 2014 without taking leave unless expressly approved by the Chair of the Executive Finance Committee, and that Ms. Griffith perform the tasks assigned to her during that time by the Chair of the Executive Finance Committee including, without limit, developing or continuing to develop a written transition plan.
- Cooperation, without compulsion, as requested by the Chair or designee of the Executive Finance Committee to assist or consult on any business needs through at least December 31, 2014, including as reasonably needed during the work week or otherwise. In no event should this requirement be construed to require Ms. Griffith to produce any new body of work or generate new work product after her separation of employment.
- Ms. Griffith complies with all other contractual obligations under her Employment Agreement, and the Chair or designee of the Executive Finance Committee is authorized to enter into a written amendment to the Chief Executive Officer's Employment Agreement with Pierce Transit to this effect.

Motion **carried**, 9-0.

2. Discussion and potential action to appoint an interim Chief Executive Officer

Commissioners Strickland and Vermillion **moved** and seconded to appoint James Walton as Interim CEO and direct the Executive Finance Committee to enter into salary and contract negotiations with him, subject to full board ratification at the October 2014 board meeting.

Motion **carried**, 9-0.

**ADJOURNMENT**

Chairman Talbert adjourned the meeting at 6:00 PM.

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Angela Woods  
Deputy Clerk of the Board

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Rick Talbert, Chairman  
Board of Commissioners

## FACT SHEET

TITLE: Authority to Enter Into and Execute a Lease of Property Agreement Amendment No. 2 with Tacoma Community College for Operation of the TCC Transit Center

DIVISION: Finance

ORIGINATOR: Jay Peterson  
Transit Development Manager

PRECEDING ACTION: Resolution No. 83-126, Authorizing a thirty year lease of real property from Tacoma Community College for a permanent transit center

COORDINATING DEPARTMENT: N/A

APPROVED FOR SUBMITTAL:

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

APPROVED FOR AGENDA:

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

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

ATTACHMENTS:

Proposed Resolution  
Exhibit A, Proposed Lease Agreement (Amendment No. 2)

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### BUDGET INFORMATION

2014 Budget Amount  
\$50,000

Required Expenditure

Impact

The proposed lease agreement would be effective November 1, 2014 through October 31, 2029, at the rate of \$50,000 per year.

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### BACKGROUND:

Pierce Transit entered into a thirty (30) year lease with Tacoma Community College (TCC) in 1983. The lease was scheduled to terminate October 31, 2013. A one- year extension was signed by both parties which terminates October 31, 2014.

The extension provided time to evaluate options for a continued relationship and the viability and cost/benefit of a long term lease. The cost/benefit analysis of operating out of the transit center versus other options (i.e. operate on the street or build a new transit center) established that the benefits of continued operation from the transit center outweighed other options.

An extended lease will allow Pierce Transit and TCC to continue its partnership that has provided much public good over the years. The transit center currently is served by eight local routes and one Sound Transit route. Approximately 1.3 million boardings occur at the Transit Center annually, including 173,000 student boardings.

ALTERNATIVES:

Reject the proposed lease and attempt to negotiate new or different terms with TCC, though the terms as proposed have been approved by TCC's Board of Trustees.

Reject the proposed lease entirely, and decline to enter into a new long term lease. This will necessitate operating service from the street which will cost more than transit center operations. Operating from the street will impact customers by making transfers more difficult to complete (e.g. having to cross a street). Transfer reliability will diminish. Safety is a chief concern. Customers will need to cross busy streets in order to catch a bus and/or make connections.

RECOMMENDATION:

Approve Resolution No. 14-054, authorizing the Chief Executive Officer to enter into and execute a Lease of Property Agreement Amendment No. 2 with Tacoma Community College for use and operation as a Transit Center by Pierce Transit, effective November 1, 2014 through October 31, 2029 at the rate of \$50,000 per year.

**RESOLUTION NO. 14-054**

A RESOLUTION of the Board of Commissioners of Pierce Transit Granting Authority to Enter into and Execute Lease of Property Agreement Amendment No. 2 with Tacoma Community College for Operation of the TCC Transit Center

WHEREAS, by Resolution No 83-126, dated October 17, 1983, the Board of Commissioners of Pierce Transit authorized a thirty year lease of real property from Tacoma Community College (TCC) for a permanent transit center (Transit Center Lease); and

WHEREAS, the Transit Center Lease expressly provides for extensions and renegotiations of the term and compensation thereunder by mutual written agreement of both parties; and

WHEREAS, the Transit Center Lease was extended an additional year through executed Amendment No. 1, which term expires October 31, 2014; and

WHEREAS, a new lease will allow Pierce Transit and TCC to continue the partnership that has provided much public good over the years. The TCC transit center currently is served by eight local routes and one Sound Transit route. Approximately 1.3 million boardings occur at the TCC Transit Center annually, including 173,000 student boardings.

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

Section 1. Authorize the Chief Executive Officer to enter into and execute a Lease of Property Agreement No. 2, attached hereto as Exhibit A, with Tacoma Community College for use and operation as a Transit Center by Pierce Transit, effective November 1, 2014 through October 31, 2029, at the rate of \$50,000 per year.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 13th day of October, 2014.

PIERCE TRANSIT

\_\_\_\_\_  
Rick Talbert, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

\_\_\_\_\_  
Deanne Jacobson, CMC  
Clerk of the Board

**TACOMA COMMUNITY COLLEGE  
LEASE OF PROPERTY  
FOR USE AS A TRANSIT CENTER  
BY PIERCE TRANSIT**

**Amendment 2**

WHEREAS, on the 1st day of November, 1983, Pierce County Public Transportation Benefit Area Corporation (hereinafter called "Pierce Transit") and Tacoma Community College (hereinafter called "TCC") entered into a Lease of Property Agreement for use as a Transit Center by Pierce Transit (hereinafter called "Transit Center Lease"); and

WHEREAS, the Transit Center Lease was set to expire on October 31, 2013; and

WHEREAS, the Transit Center Lease expressly provides for amendments, extensions and renegotiations of the term and compensation thereunder by mutual written agreement of both parties; and

WHEREAS, Pierce Transit and TCC extended the term of the Transit Center Lease by one (1) year, commencing on November 1, 2013 and ending on October 31, 2014;

WHEREAS, Pierce Transit and TCC value their relationship which benefits their respective organizations and the community; and

WHEREAS, this second Amendment to the Transit Center Lease has been presented to and approved by the Board of Commissioners of Pierce Transit and the Board of Trustees for TCC.

NOW THEREFORE, the Transit Center Lease is herewith changed as follows:

THIS LEASE, effective the 1<sup>st</sup> day of November, 2014, by and between the Board of Trustees of Tacoma Community College, located for conduct of business at 6501 South 19<sup>th</sup>, Tacoma, Washington 98466, its successors and assigns, hereinafter called "Lessor", and the Pierce County Public Transportation Benefit Area Corporation hereinafter called "Pierce Transit", a municipal corporation of the State of Washington located at 3701 96<sup>th</sup> Street Southwest, Lakewood, Washington 98499;

....

3. Term

- A. The term of the Transit Center Lease shall be extended for an additional fifteen (15) years, and this extension shall commence on November 1, 2014 and end on October 31, 2029.

....

Insert new Section: 4a. Special Event Service

Lessor, for no additional charge or fee, will allow use of their parking areas for the general public to access Pierce Transit Special Event services such as the Taste of Tacoma, Freedom Fair, Washington State Fair, etc. Use of the parking areas will only be allowed after consultation with and approval by the

Lessor. Contact person for approval is the Vice President for Administrative Services.

5. Rental

a. Pierce Transit will compensate the Lessor as rental for the premises leased the sum of fifty-thousand (\$50,000.00) annually to be paid in equal monthly installments of \$4,166.67 on or by the first of each month. The annual sum stated above shall be adjusted annually on November 1<sup>st</sup> of each year by a percentage equal to the percentage increase for the previous twelve (12) month period ending June 30<sup>th</sup> in the Consumer Price Index for All Urban Consumers, for the Seattle-Tacoma-Bremerton area as published by the United States Department of Labor, Bureau of Labor Statistics, (1982-84 = 100) (the "CPI"). In no event will the annual sum be adjusted downward as a result of a change in the CPI. nor will the annual increase exceed 5%. The adjustments will be cumulative. If the CPI is not published for any month pertinent to such calculation, the percentage adjustment shall be calculated with reference to the most recent month thereto for which the CPI has been published. If the CPI is discontinued or revised during the lease term, Pierce Transit and TCC will jointly agree to use such other government index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the CPI had not been discontinued or revised.

b. Pierce Transit and Lessor will continue to work together to evaluate options for student transit pass that may benefit both parties.

14. Termination

A. Pierce Transit may terminate this lease at any time by giving eighteen (18) months' advance written notice to Lessor; said notice to be sent by regular mail to Lessor at the address listed in Paragraph 1 of this lease or to such other party or such other place as may be designated hereafter by Lessor. In the event this lease is terminated at the conclusion of the regular term or earlier by the procedures specified above, Pierce Transit shall remove all of its facilities, equipment and improvements from the premises at its own expense before the termination date and restore the premises to their former condition leaving them reasonably neat and clean. If any facilities, equipment or improvements are not so removed, Lessor shall have the right to either remove and keep any such facility equipment or improvements or to remove and sell said facilities or improvement equipment upon thirty (30) days prior written notice to Pierce Transit; provided, however, that reasonable and direct costs incurred for such removal and restoration of the premises to their former condition will be paid to Lessor by Pierce Transit within ninety (90) days of written request therefore, Said request shall identify Lessor material costs, personnel wage rates and hours required for said removal or restoration to the satisfaction of Pierce Transit.

B. Lessor may terminate this lease and all rights and obligations hereunder upon eighteen (18) months' advance written notice to Pierce Transit, said notice to be sent by regular mail to Pierce Transit at the address listed in

Paragraph 1 of this lease or to such other party or such other place as may be designated hereafter by Pierce Transit, in the following circumstances.

1. The facilities are needed by TCC to support growth in student enrollment or construction of academic or administrative facilities.
2. The facilities are used in a manner or for purposes inconsistent with the requirements herein stated at Section 2.
3. The facilities are unused by Pierce Transit or its sublessee for a period exceeding 120 days.
4. The facilities are destroyed by fire or disaster and not repaired or replaced and operated within a reasonable time thereafter.

17. Insurance

Pierce Transit shall carry and maintain in full force and effect throughout the term of this lease either a self-insurance program, membership in a self-insurance pool, or an insurance policy with an insurance company authorized to transact business in the State of Washington that covers liability for bodily injury, personal injury, and property damage for a minimum of one million dollars (\$1,000,000.00) per occurrence. Any self-insurance pool coverage or insurance policy shall list the Lessor as an additional insured in the full amount of the coverage for purposes of bodily injury, personal injury and property damage liability. Lessor shall be furnished with a certificate of insurance evidencing the issuance of such liability coverage with the aforementioned limits of liability and such certificate shall recite that such policy or policies may not be cancelled without thirty (30) days' prior written notice to Lessor.

All other conditions of the Transit Center Lease remain unchanged and are ratified and incorporated herein and will continue unchanged during this extended term.

IN WITNESS WHEREOF, the parties hereto have executed Amendment No. 2 to the Lease of Property for use as a Transit Center by Pierce Transit Agreement as of the day and year set forth below their signatures.

PIERCE COUNTY PUBLIC TRANSPORTATION  
BENEFIT AREA CORPORATION

TACOMA COMMUNITY COLLEGE

\_\_\_\_\_  
James L. Walton, Interim Chief Executive Officer

\_\_\_\_\_  
Pamela Transue, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Deanne Jacobson, CMC  
Clerk of the Board

## FACT SHEET

**TITLE:** Authorization to (1) Ratify and Continue the Interlocal Cooperation Agreement for Use In Distribution of Funds and Allocation of Resources Pursuant to the 2008-2009 Auto Theft Prevention Grant Award; and 2) Ratify the Screaming Eagle Building Lease With the City of Lakewood; and 3) Authorize the Transfer of the Lease to the City of Fife

**DIVISION:** Operations

**ORIGINATOR:** Interim Chief Bill Cassio

**PRECEDING ACTION:** N/A

**COORDINATING DEPARTMENT:** Public Safety

**APPROVED FOR SUBMITTAL:**

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

**APPROVED FOR AGENDA:**

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

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

**ATTACHMENTS:**

Proposed Resolution  
Exhibit A, Interlocal Agreement for Allocation of Funds and Resources  
Exhibit B, Executed Lease with City of Lakewood  
Exhibit C, Amendment to Lease with City of Lakewood  
Exhibit D, Proposed Lease with City of Fife

2014 Budget Amount N/A  
N/A

Required Expenditure  
\$0

Impact  
None

**Explanation:** The managing entity of the WATPA grant pays \$6000 a year for the lease of the property.

### BACKGROUND:

In 2008, Pierce Transit entered into an Interlocal Cooperation Agreement for Use in Distribution of Funds and Allocation of Resources pursuant to the 2008-2009 Auto Theft Prevention Grant Award. This Agreement designated the City of Lakewood as the recipient of the grant and the Lead Administrative Agency responsible for all purchases, reimbursements and overall accountability and management of the grant program, and in addition, created a multi-jurisdictional team comprised of the entities of Pierce Transit, Lakewood Police Department, Fife Police Department, Puyallup Police Department, Tacoma Police Department, Pierce County Sheriff's Office, The

FACT SHEET  
PAGE 2

Pierce County Prosecuting Attorney's Office, the Puyallup Tribal Nation, the Washington State Patrol, and the Washington Auto Theft Prevention Authority (WATPA). As a result of this agreement, the Auto Crimes Enforcement (ACE) Task Force was formed to help prevent and investigate auto theft and auto theft related crimes. Pierce Transit is a member of the ACE task force.

In 2013, Pierce Transit signed a lease agreement with the City of Lakewood, which allows the ACE Task Force to occupy and use a partial section of the west base of the Pierce Transit campus known as the "Screaming Eagle Building." The City of Lakewood compensates Pierce Transit \$6000 per year, through the WAPTA grant, for the partial use of the building.

In 2014, the City of Lakewood transferred the grant management and control of the task force to the Fife Police Department. The City of Lakewood has requested that they be released from the Screaming Eagle Building Lease and that the lease be transferred to the City of Fife, for continued operations with the Pierce County Auto Crimes Enforcement Task Force. The termination of Lakewood's lease and transfer of the leaseholder rights to Fife will benefit Pierce Transit in that the rent charged to Fife is \$100/month higher to account for actual average utility use at the location. Monies collected from the rent of the building, pursuant to the lease agreement, would be collected from the City of Fife through the WAPTA grant instead of the City of Lakewood.

ALTERNATIVES:

Do not transfer the lease to Fife.

Terminate the lease with Lakewood and keep the property for Pierce Transit use.

RECOMMENDATION:

Approve Resolution No. 14-055, authorization to (1) ratify and continue the Interlocal Cooperation Agreement for Use In Distribution of Funds and Allocation of Resources Pursuant to the 2008-2009 Auto Theft Prevention Grant Award executed in 2008; and 2) ratify the Screaming Eagle Building Lease executed in 2013 with the City of Lakewood and authorize its early termination; and 3) authorize the transfer of the lease from the City of Lakewood to the City of Fife.

## RESOLUTION NO. 14-055

1 A RESOLUTION of the Board of Commissioners of Pierce Transit for Authorization to (1) Ratify and Continue the  
2 Interlocal Cooperation Agreement for Use In Distribution of Funds and Allocation of Resources Pursuant to the  
3 2008-2009 Auto Theft Prevention Grant Award; and 2) Ratify the Screaming Eagle Building Lease with the  
4 City of Lakewood and Authorize its Early Termination; and 3) Authorize Transfer of the Lease to the City of Fife  
5

6 WHEREAS, on November 10, 2008, Pierce Transit executed an Interlocal Cooperation Agreement for  
7 Use in Distribution of Funds and Allocation of Resources Pursuant to the 2008-2009 Auto Theft Prevention  
8 Grant Award; and

9 WHEREAS; said Agreement designated the City of Lakewood as the recipient of the grant and the  
10 Lead Administrative Agency responsible for all purchases, reimbursements and overall accountability and  
11 management of the grant program; and

12 WHEREAS, the agreement also created a multi-jurisdictional team comprised of the entities of Pierce  
13 Transit, Lakewood Police Department, Fife Police Department, Puyallup Police Department, Tacoma Police  
14 Department, Pierce County Sheriff's Office, The Pierce County Prosecuting Attorney's Office, the Puyallup Tribal  
15 Nation, the Washington State Patrol, and the Washington Auto Theft Prevention Authority (WATPA); and

16 WHEREAS, as a result of this agreement, the Auto Crimes Enforcement (ACE) Task Force was formed  
17 to help prevent and investigate auto theft and auto theft related crimes; and

18 WHEREAS, In 2013, Pierce Transit signed a lease agreement with the City of Lakewood, which allows  
19 the ACE Task Force to occupy and use a partial section of the west base of the Pierce Transit campus known as  
20 the "Screaming Eagle Building"; and

21 WHEREAS, the lease agreement allows for Pierce Transit to be compensated by the managing entity  
22 of the WATPA grant for partial rental of the Screaming Eagle Building, and at the time, the City of Lakewood  
23 was that managing entity; and

24 WHEREAS, in 2014, the City of Lakewood transferred the grant management and control of the task  
25 force to the Fife Police Department; and

26 WHEREAS, the City of Lakewood has requested that they be released from the Screaming Eagle  
27 Building Lease and that the lease be transferred to the City of Fife for continued operations with the Pierce  
28 County Auto Crimes Enforcement Task Force; and  
29  
30

1 WHEREAS, Pierce Transit finds that there is no impact to the Agency to terminate the City of  
2 Lakewood's lease early and in fact it is beneficial to the Agency to transfer the leasehold rights of the  
3 Screaming Eagle Building from the City of Lakewood to the City of Fife as the City of Fife will be paying  
4 slightly higher rent for use of the facility; and

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

6 The Board of Commissioners hereby:

7 Section 1. Ratifies and desires to continue the Interlocal Cooperation Agreement for Use In  
8 Distribution of Funds and Allocation of Resources Pursuant to the 2008-2009 Auto Theft Prevention Grant  
9 Award executed in 2008, which is attached hereto as Exhibit A; and

10 Section 2. Ratifies the Screaming Eagle Building Lease, which is attached hereto as Exhibit B, and  
11 executed with the City of Lakewood on September 3, 2013 and authorizes early termination thereof in  
12 substantially the same for as Exhibit C hereto; and

13 Section 3. Authorizes the transfer of the lease for partial use of the Screaming Eagle Building from  
14 the City of Lakewood to the City of Fife, which is attached hereto as Exhibit D.

15 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
16 the 13th day of October, 2014.

17 PIERCE TRANSIT

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

24 ATTEST/AUTHENTICATED

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



**Don Anderson**  
Mayor

March 7, 2013

**Jason Whalen**  
Deputy Mayor

Pierce Transit  
3701 96<sup>th</sup> St SW  
Lakewood, WA 98499

RE: Renewal of Washington Auto Theft Prevention Authority Grant 2013-2015

Dear CEO Lynne Griffith:

The Auto Crimes Enforcement (ACE) Task Force will apply to WATPA for continued funding for the regional auto theft partnership in April.

In order to do this, as lead agency, Lakewood Police Department is asking partners to state their intent to remain a member of this successful team by signing the attached letter and returning it to the address below no later than April 5, 2013.

Attn: Faye Landskov  
Lakewood Police Department  
9401 Lakewood Drive SW  
Lakewood, WA 98499

ACE Task Force has proven successful most recently with Operation Shiny Penny, netting 26 arrests and more than \$250,000 in returned property. This is a great example of leveraged talent, funds and police work. It was rewarding to read comments of citizens in the News Tribune and the Lakewood Patch/Suburban Times.

Comments are usually negative since they are anonymous, but in this case, citizens showed endorsement and more than one of them stated that this was the type of police work they would support.

Thank you for your hard work sustaining this Task Force. Your partnership makes it work.

Sincerely,

Bret Farrar  
Chief of Police



Douglas G. Richardson  
Mayor

December 3, 2008

Don Anderson  
Deputy Mayor

Claudia B. Thomas  
Council Member

Pad Finnigan  
Council Member

Helen McGovern  
Council Member

Rod Baker  
Pierce Transit  
P.O. Box 99070  
Lakewood, Wa 98496-0070

Walter Neary  
Council Member

Dear Mr. Baker:

Ron Cronk  
Council Member

Enclosed is the executed agreement between Pierce Transit and the City of Lakewood relative to use in distribution of funds and allocation of resources pursuant to the 2008-2009 auto theft prevention grant award.

Andrew E. Neiditz  
City Manager

If you should have any questions, please call me at 253-589-2489.

Heidi Ann Wachter  
City Attorney

Sincerely,

A handwritten signature in dark ink, appearing to read "Alice M. Bush".

Alice M. Bush, MMC  
General Services Director  
City Clerk

Alice M. Bush, MMC  
General Services Director/City Clerk

AMENDMENT TO THE INTER-LOCAL COOPERATION AGREEMENT FOR  
USE IN DISTRIBUTION OF FUNDS AND ALLOCATION OF RESOURCES PURSUANT  
TO THE 2008- 2009 AUTO THEFT PREVENTION GRANT AWARD

THIS AMENDMENT is made and entered into this 18th day of May, 2009 by and between the City of Lakewood, Tacoma, Fife, Puyallup, on behalf of their respective police departments, The Pierce County Sheriff's Department, The Pierce County Prosecuting Attorney's Office, Washington State Patrol, AND Pierce County Public Transportation Benefit Area Corporation Pierce Transit (Pierce Transit to outline use of the Automated License Plate Reader referenced in the original agreement executed on October 31, 2009).

The parties do hereby agree to the following amendment to the original agreement executed October 31, 2009:

ITEM ONE. That the section XI. Entitled EQUIPMENT, TRAINING AND BUDGET shall be amended to add the following language:

For purposes of this agreement, the ALPR shall also refer to the vehicle that is assigned for use with the ALPR system which includes a computer, monitor, cameras and wiring/ cables.) The parties agree that agencies choosing to use the ALPR (vehicle and computer system) will agree to the terms and conditions outlined in the ALPR use agreement which is attached and incorporated by reference as Attachment "E".

ITEM TWO. REMAINING TERMS UNCHANGED: That all other provisions of the Inter-local Cooperation Agreement for Use in Distribution of Funds and Allocation of Resources Pursuant to the 2008-2009 Auto Theft prevention Grant Award shall remain unchanged, and in full force and effect.

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

CITY OF LAKEWOOD

Andrew Neiditz 6-9-09  
Andrew Neiditz, City Manager/Date  
City of Lakewood

PIERCE TRANSIT

Lynn Griffith  
Lynn Griffith, CEO/Date

Attest:

Alice Bush  
Alice Bush, MMC City Clerk/Date  
6-10-09

Attest:

Wayne Fanshier  
Wayne Fanshier, Vice President of Finance/Date

Approved as to Form:

Heidi Wachter  
Heidi Wachter, City Attorney/Date

Approved as to Form:

Joe Larson  
Joe Larson, Risk Manager/Date

## ATTACHMENT E

## ALPR (COMPUTER SYSTEM AND VEHICLE) USE AGREEMENT

Use of the ALPR vehicle and related equipment by members of the Regional Auto Theft Prevention and Enforcement Group of Pierce County (RATPEGP) is conditioned upon agreement to the following terms and conditions:

1. Each Agency agrees to sign out the ALPR system (computer/ monitor/ vehicle) each time the equipment is to be used. The sign out form must indicate the date on which the equipment is being borrowed and the date and time that the equipment will be returned. By signing out the vehicle, the RATPEGP member agrees that the interior and exterior of the vehicle was clean, and that both the vehicle, and ALPR equipment were functioning properly and were damage free. The Agency agrees to return all equipment in the same condition on the date and at the time specified.
2. The Agency acknowledges that it has sufficient insurance to cover any damage to the equipment due to loss or theft, regardless of cause or contributing circumstances, while the ALPR and related equipment is in the possession of the Agency's respective employee. The Agency agrees to repair or replace any equipment that is damaged, lost or stolen while in its possession. Such repairs or replacement must be made within 30 days of the damage or loss.
3. The Agency agrees to return the vehicle with a full tank of gas to ensure that it is ready for the next member to use.
4. Each Agency agrees to keep the ALPR system in a secure location when it is not being used.
5. The Agency agrees to report all ALPR related statistics gained while the agency is in possession of the ALPR vehicle to the City of Lakewood's designee within 15 calendar day of returning the ALPR vehicle.



Douglas G. Richardson  
Mayor

June 11, 2009

Don Anderson  
Deputy Mayor

Claudia B. Thomas  
Council Member

Pierce Transit Headquarters

Pad Finnigan  
Council Member

P.O. Box 99070  
3701 96<sup>th</sup> St SW  
Lakewood, WA 98496-0070

Helen McGovern  
Council Member

Attn: Rod Baker  
Chief of Public Safety/Transit Police

Walter Neary  
Council Member

Dear Mr. Baker:

Ron Cronk  
Council Member

Enclosed is the executed interlocal agreement between the City of Lakewood and Pierce Transit relative to distribution of funds and allocation of resources pursuant to the 2008-2009 Auto Theft Prevention Grant Award.

If you have any questions, please give me a call at 253-589-2489.

Andrew E. Neiditz  
City Manager

Sincerely,

Heidi Ann Wachter  
City Attorney

A handwritten signature in black ink, appearing to read "Alice M. Bush", is written over a horizontal line.

Alice M. Bush, MMC  
General Services Director/City Clerk

Alice M. Bush, MMC  
General Services Director  
City Clerk

INTERLOCAL COOPERATION AGREEMENT FOR  
USE IN DISTRIBUTION OF FUNDS AND ALLOCATION OF RESOURCES  
PURSUANT TO THE 2008- 2009 AUTO THEFT PREVENTION GRANT AWARD

I. PARTIES

The parties to this Agreement are the municipalities of Lakewood, Tacoma, Fife, Puyallup, on behalf of their respective police departments as well as the Puyallup Tribal Nation on behalf of its Police Department, The Pierce County Sheriff's Department, The Pierce County Prosecuting Attorney's Office, Washington State Patrol, Pierce County Public Transportation Benefit Area Corporation Pierce Transit (Pierce Transit), and the Washington Auto Theft Prevention Authority (WATPA).

II. AUTHORITY

THIS AGREEMENT is entered into pursuant to Chapters 10.93 and 39.34 of the Revised Code of Washington.

III. PURPOSE

The parties desire to establish and maintain a multi-jurisdictional team to effectively respond to prevent and investigate auto theft and related crimes. This Agreement is not intended to replace any previously executed interlocal agreements by the parties to provide backup law enforcement services.

IV. FORMATION

There is hereby created a multi-jurisdictional team to be hereafter known as the "Regional Auto Theft Prevention and Enforcement Group of Pierce County", the members of which shall be the municipalities of Lakewood (LPD), Fife (Fife PD), Puyallup (Puyallup PD), Tacoma (Tacoma PD), as well as the Pierce County Sheriff (PCSO), The Pierce County Prosecuting Attorney's Office, The Puyallup Tribal Nation (Puyallup Tribal), the Washington State Patrol (WSP) and Pierce Transit.

V. STATEMENT OF PROBLEM

Whereas, the named entities recognize a need for proactive regional cooperation to address the problems created by auto theft within the region; and

Whereas the Washington State Legislature has recognized that automobiles are an essential part of our every day lives and that the family car is typically the second largest investment a person has so that when it is stolen, it causes a significant loss and inconvenience to people, imposes financial hardship, and negatively impacts their work, school, and personal activities. Appropriate and meaningful penalties that are proportionate to the crime committed must be imposed on those who steal motor vehicles; and

Whereas, law enforcement agencies throughout the County have determined that a concentrated and coordinated effort is critical to an effective statewide response to vehicle

theft and have agreed to provide mutual aid and share resources as necessary to further the interests outlined in the application for the 2008-2009 Washington Auto Theft Prevention Grant, NOW THEREFORE, the parties agree as follows:

#### VI. TEAM OBJECTIVES

Individuals from each of the participating jurisdictions will be consolidated and form the Regional Auto Theft Prevention and Enforcement Group of Pierce County. The Regional Auto Theft Prevention and Enforcement Group will service jurisdictions within Pierce County with emphasis on the participating jurisdictions. The object shall be to provide a consolidated response from each jurisdiction by utilizing the training of each assigned officer, equipment funded by the WATPA grant, and to prosecute crimes related to auto theft by use of a specifically allocated Pierce County Prosecutor.

#### VII. DURATION AND TERMINATION

This agreement shall continue until WATPA Auto theft Prevention Grant funds are no longer available or until June 30, 2013. The current grant award expires on June 30, 2009, but funding may be renewed prior to June 30, 2009. It is the parties' intent to be bound by the terms of this agreement without need for further extensions upon written notice to each participating jurisdiction that additional funding has been authorized beyond June 30, 2009.

Any party may withdraw from the Agreement upon the giving of thirty (30) days notice by providing a written notice of intent to withdraw to the other parties herein. Withdrawal prior to the grant's expiration means that the withdrawing party is no longer eligible for related grant funds beyond reimbursement for approved grant expenditures that were accrued prior to withdrawal. Termination of this agreement and/or withdrawal of a party shall not terminate paragraph XVII hereof with respect to the withdrawing party as to any incident arising prior to the withdrawal of the party and paragraph XVII shall survive the termination of this Agreement with respect to any cause of action, claim or liability arising on or prior to the date of termination. The parties may terminate this contract by mutual agreement in writing.

#### VIII. ADMINISTRATION

The City of Lakewood through its Police Department is the recipient a grant awarded by WATPA with which it contracts directly, and shall serve as the Lead Administrative Agency for purposes of this Agreement. The Lead Administrative Agency shall be responsible for all purchases of equipment, processing of reimbursements from other agencies, and the establishment of proper accounting procedures and audit trail, and the provision of required reports and statistics. All other participants shall be considered Sub recipients.

#### IX. COMMAND AND CONTROL

In the event of a mobilizing incident, the primarily responsible agency will be the agency in whose jurisdiction the incident has taken place. The primarily responsible agency shall appoint a command level officer to serve as Incident Commander, the officer in charge of the local event. The incident Commander retains full authority and control throughout the incident and shall make any decision as to the resolution of the incident. When the members

of the Regional Auto Theft Prevention and Enforcement Group of Pierce County are not specifically investigating or otherwise working on auto theft prevention cases, the members will work on cases assigned by their individual agencies.

#### X. PRESS RELEASES

All agencies participating in this agreement will make press releases only through the designee of the agency in whose jurisdiction the incident has taken place, or such press releases may be made jointly, if agencies have concurrent jurisdiction.

#### XI. EQUIPMENT, TRAINING AND BUDGET

The City of Lakewood is the recipient of a \$530,000.00 grant for the 2008-2009 WATPA Grant Period July 1, 2008 – June 30, 2009. Grant Funds have been allocated for specific use and in the amounts provided in Attachment "A". In addition, The City of Lakewood will lease one vehicle for the duration of the Grant and the costs to the City that are associated with the leased vehicle will be reimbursable. Further, the WSP will lease a vehicle for use during the duration of the grant period. WSP may also submit appropriate documentation for reimbursement of costs associated with the leased vehicle until expiration of the grant period.

Each agency is authorized to use the Automated License Plate Reader (ALPR), and bait cars. (Officers using ALPR must ensure that the use is consistent with his or her agency's use policy. ) Scheduling for the use of those items will be accomplished through the Lakewood Police Department's Designee and in a manner consistent with Attachment "B". Each agency agrees that the maintenance, repair or replacement of any equipment shall be the responsibility of the Agency in whose care the equipment was when it required repair or was lost or stolen. (See Attachment B). Each agency agrees to make repairs or replacements within 30 days unless otherwise agreed.

#### XII. OVERTIME

The budgeted amount of \$93,423.44 represents the total available amount of funds that may be expended for overtime expenses throughout the life of the grant. Only overtime related to regional auto theft prevention effort will be reimbursed. When the funds are expended, no other overtime expenses will be paid by either the Lead Administrative Agency or the Regional Auto Theft Prevention and Enforcement Group of Pierce County Unit through grant funds. Because the funds are limited, the parties agree that only overtime reimbursement in amounts not to exceed those set out in attachment "A" will be paid. Overtime amounts that exceed those specified in Attachment "A" will not be subject to reimbursement from the Regional Auto Theft Prevention and Enforcement Group of Pierce County or the Lead Administrative Agency although it may be reimbursed by the employee's original/ regular agency.

#### XIII. DISTRIBUTION OF ASSETS UPON TERMINATION

At the termination of this agreement, any assets acquired by the City of Lakewood Police Department with grant funds shall become the property of the City of Lakewood.

#### XIV. REIMBURSEMENT OF FUNDS

All agencies requesting reimbursement for approved expenditures must submit appropriate invoices and itemized receipts no more frequently than once each month for actual expenses. Each reimbursement request must contain a completed reimbursement request expenditure form as provided in Attachment C. Reimbursements will be made for actual expenses based upon the available budgeted amounts provided in Attachment "A". The Sub recipient will be responsible for timely submittal of billing documentation and data reporting to the Lead Administrative Agency. Expenditures made prior to the award date or after the grant expiration date are not authorized and will not be reimbursed. The Sub recipient must assist the Lead Administrative Agency in monitoring the activities attributed to the WATPA grant.

Sub recipients seeking reimbursement must send all documentation to the City of Lakewood at the following address:

City of Lakewood Police Department  
5504 112<sup>th</sup> St. SW  
Lakewood, WA 98499  
Attn: Faye Landskov

The City of Lakewood shall reimburse Sub recipient agencies within 30 days of receipt of the City's reimbursement by WATPA. Reimbursements will be made in accordance with the City of Lakewood's reimbursement policies. ( Attachment D) Requests for reimbursement for per diem (meal expenditures) must be accompanied by a receipt itemized to show the item purchased. Copies of timesheets are required for overtime reimbursement. Reimbursement will be made only up to the amount of the limit of the award as indicated in Attachment "A". Any cost beyond that will be absorbed by the employee's original agency.

## XV. RECORDS

Each jurisdiction shall maintain records related to the Regional Auto Theft Prevention and Enforcement Group of Pierce County for a minimum of seven (7) years. A copy of these records will be forwarded and maintained with the Lead Administrative Agency. All records shall be available for full inspection and copying by each participating jurisdiction. Records related to the Regional Auto Theft Prevention and Enforcement Group of Pierce County Unit include but are not limited to Quarterly Progress Reports (Attachment E), Invoices, and Requests for Reimbursement along with supporting documentation. (The Quarterly Program Report and Invoice can be obtained on line at <http://WATPA.WSPC.ORG> .)

## XVI. POLITICAL ACTIVITIES PROHIBITED

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

## XVII. LIABILITY/ INDEMNIFICATION

Each entity shall be responsible for the wrongful or negligent actions of its employees while assigned to the Regional Auto Theft Prevention and Enforcement Group of Pierce County team as their respective liability shall appear under the laws of the State of

Washington and/or Federal Law and this agreement is not intended to diminish or expand such liability.

- a. To that end, each entity promises to hold harmless and release all other participating Cities, WSP, County, other participating entities and the WATPA from any losses, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.
- b. Nothing herein shall be interpreted to:
  1. Waive any defense arising out of RCW Title 51.
  2. Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the officer(s) was acting beyond the scope of his or her employment.
  3. Cover or require indemnification or payment of any judgment against any individual or entity for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or entity. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.
  4. The Puyallup Tribal Nation hereby waives all sovereign immunity for purposes of this agreement.

#### XVIII. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signature of all of the parties reflected hereon as the signatories.

#### XIX. FILING

As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the required City Clerks, the County Auditor, and the Secretary of State and if found to be necessary, with the Office of Community Affairs as provided by RCW 39.34.120.

## XX. AMENDMENTS

This Agreement may only be amended by written agreement of all the undersigned cities.

## XXI. SEVERABILITY

If any section of this Agreement is adjudicated to be invalid, such action shall not affect the availability of any section not so adjudged.

## XXII. AUTHORIZATIONS

This Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each participating jurisdiction. This Agreement shall be deemed effective upon the last date of execution by the last so authorized representative. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.

CITY OF LAKEWOOD

*A. Weir* 10-21-08  
City Manager, Lakewood Date

CITY OF PUYALLUP

\_\_\_\_\_  
City Manager, Puyallup Date

Attest:

*Alice M. Bush* 10-22-08  
ALICE M. BUSH, CITY CLERK Date

Attest:

\_\_\_\_\_  
Date

Approved as to Form:

*Heidi Ann Wachter*  
Heidi Wachter, City Attorney

Approved as to Form:

\_\_\_\_\_  
Cheryl Carlson, City Attorney

CITY OF FIFE

CITY OF TACOMA

\_\_\_\_\_  
City Manager, Fife                      Date

Attest:

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Loren Combs, Fife City Attorney

WASHINGTON STATE PATROL

\_\_\_\_\_  
John R. Batiste, Chief                      Date  
Washington State Patrol

Attest:

Approved as to Form:

\_\_\_\_\_  
Shannon Inglis,  
Assistant Attorney General

PIERCE COUNTY

\_\_\_\_\_  
City Manager, Tacoma                      Date

Attest:

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Tacoma City Attorney

PUYALLUP TRIBAL

\_\_\_\_\_  
Herman Dillon, Sr.                      Date  
Puyallup Tribal Council Chairman

Attest:

Approved as to Form:

\_\_\_\_\_  
Carlito J. Delos Santos,  
Puyallup Tribal Nation

PIERCE TRANSIT

*Shannon Inglis* 11/10/08

Pierce County Executive \_\_\_\_\_ Date \_\_\_\_\_

PIERCE COUNTY SHERIFF

\_\_\_\_\_  
Paul Pastor, Pierce County Sheriff Date \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

Lynn Griffith, CEO \_\_\_\_\_ Date \_\_\_\_\_

Attest:

  
Wayne Fanshier, Vice President of  
Finance

Approved as to Form:

  
Joe Larson, Risk Manager

## Attachment A

## Budget and Overtime Awards

WATPA Grant Budget  
Breakout

Description	Amount	Used By
Salary & Fringe Bene PC Pros.	\$118,458.00	PC Prosecutor
Overtime for team *	\$93,423.44	Various
LPD Officer	\$83,339.56	LPD
Office Lease	\$60,000.00	TEAM
Insurance Coverage	\$900.00	TEAM
Telephone		
Communications	\$8,910.00	TEAM
Training	\$20,000.00	TEAM
Bait Car Repairs	\$8,000.00	TEAM
Media for Public Service Announcement	\$1,000.00	TEAM
Towing	\$2,000.00	TEAM
Bait Vehicle Tracking & Hardware sys	\$25,200.00	TEAM
Automated License Plate Reader	\$30,600.00	TEAM
Computer Network Infrastructure	\$6,000.00	TEAM
Mobile Printers	\$800.00	TEAM
Office Safe	\$999.00	TEAM
		WSP & LPD
Leased Vehicles **	\$12,000.00	
PE/PI Funds	\$20,000.00	TEAM
Utilities	\$5,000.00	TEAM
Building Security Contract	\$3,480.00	TEAM
Office Machine Leases	\$3,000.00	TEAM
Bait Car Monitoring Subscription (4)	\$1,890.00	TEAM
Office Cleaning Contract	\$5,000.00	TEAM
Confinement	\$20,000.00	TEAM
	\$530,000.00	
	\$530,000.00	

Overtime expenditures shall be reimbursed to each agency in amounts not to exceed the following:

Overtime breakout	
WSP (5FTE)	\$31,400.00
Lakewood PD (1FTE, 4PTE)	\$25,423.44
Pierce County Sheriff (1PTE)	\$6,400.00
Tacoma PD (2PTE)	\$9,400.00

Fife PD (1PTE)	\$6,400.00
Puyallup PD (1PTE)	\$6,400.00
Puyallup Tribal	\$3,000.00
Pierce Transit	\$5,000.00

\$93,423.44

\*This amount represents the total available budget that may be applied to any overtime expenditures for the life of the Grant. When these funds are exhausted because of authorized, pre approved, overtime use, no other Grant funds will be available for payment of any agency's overtime costs for any purpose. In addition, when The Regional Auto Theft Prevention and Enforcement Group of Pierce County members are not specifically working on a The Regional Auto Theft Prevention and Enforcement Group of Pierce County case, those members will be investigating cases assigned by their individual agencies. Officers may not submit, for reimbursement, overtime wages worked on cases not associated with The Regional Auto Theft Prevention and Enforcement Group of Pierce County investigations.

\*\* The monthly costs associated with vehicles leased by the City of Lakewood and WSP, respectively, are subject to reimbursement with appropriate documentation until expiration of the grant period. The total available funds for leased vehicle costs shall not exceed \$12,000.00 collectively.

## Attachment B

### Use of Equipment

The parties agree that the use of equipment purchased by the Auto Theft Prevention Grant Award Funds shall primarily be for the exclusive use of the Regional Auto Theft Prevention and Enforcement Group of Pierce County although it is the intent of the parties to use the purchased equipment throughout Pierce County and in jurisdictions that are not parties to this agreement. Each party shall keep records of how the equipment has been used to serve the efforts of auto theft prevention for grant statistical purposes and shall provide those statistics to the Lakewood Police Department on a quarterly basis.

Further, each party to this agreement may schedule to use the ALRP or other purchased equipment through the Lakewood Police Department's Designee in a manner consistent with the Washington Association of Sheriff and Police Chiefs (WASPC) use and access policy now and hereinafter adopted. The parties further agree that the jurisdiction/party using the equipment bears the cost of replacement or repair of the property should the item need repair or be stolen while in the possession of the sub recipient.

**Attachment C**

**Expenditure Reimbursement Request Forms**

# Washington Auto Theft Prevention Authority

## Grant Award Expenditure Reimbursement Request

Please mail to: Attn: Faye Landskov, 5504 112<sup>th</sup> St SW, Lakewood, WA 98466

Agency seeking reimbursement: \_\_\_\_\_

Award number: 08-WATPA-011 \_\_\_\_\_

Billing for the Month/Year of: \_\_\_\_\_

Description	Total Budget	Total Prior Billings	Current Billing	Total Billing YTD	Award Balance
A. Personnel OT					
B. Employee Benefits					
C. Consultants/ Contracts					
D. Travel/Training	TBD				
E. Other Expenses					
F. Equipment					
G. Prosecution					
H. Confinement					
Totals					

*Include copies of timecards, financial reports, invoices and other back up documentation as pertains to your expenditures.*

I hereby certify that the items and totals listed herein are proper charges for materials, merchandise or services furnished under the contract with the Washington Auto Theft Prevention Authority.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Attachment D

City of Lakewood Reimbursement Policy

<b>SECTION:</b>  <b>GENERAL PROVISIONS</b>			<b>SUBJECT:</b> <b>REIMBURSEMENT FOR EXPENSES</b>  <b>INDEX NO: 100-02</b>		
Effective Date: 12/01/99	Supersedes: N/A	Page No: 1 Of: 2	Prepared By: Debra Young	HR & Services Director's Approval:	City Mgrs. Approval:

### 1.0 PURPOSE:

To provide a procedure for reimbursement of business expenses.

### 2.0 ORGANIZATIONS AFFECTED:

All departments/divisions.

### 3.0 REFERENCES:

City's Travel Policy R95-17 (Nov. 13, 1995) (See Attached)

### 4.0 POLICY:

It is the policy of the City of Lakewood to reimburse employees consistent with R95-17 for authorized reasonable and customary expenses properly documented and actually incurred in connection with the conduct of City business.

- 4.1 The City shall reimburse employee expenses for authorized transportation, lodging, meals (excluding alcohol), meetings, conferences, or other authorized activities incurred by such employees in connection with officially assigned duties.
- 4.2 Employees conducting City business are representatives of the City and are expected to maintain a high level of professionalism and follow all City policies and procedures.
- 4.3 Use of personal automobiles by employees in connection with officially assigned duties and other travel for approved public purposes when City owned vehicles are not available shall be reimbursed upon submission of a duly certified claim form at the rate identified in Resolution 95-17.

**Subject:** Reimbursement of Expenses

**Index No.:** 700-11  
**Page No.:** 2 of 2

- 4.4** Claims for reimbursement shall be certified by the employee on a City Expense Claim form approved by the appropriate Department Director and submitted to the Finance Department, no later than fifteen (15) days after completion of the travel or authorized activity. Exceptions will apply as identified in R95-17.

**4.5** In the case of lost or non-available receipts, certification is required for all reimbursements. Certification is to be made on the No-Receipt Certification form.

**5.0 DEFINITIONS:**

Not applicable.

**6.0 PROCEDURE:**

- 6.1** An employee's supervisor must authorize any business-related expenses in advance including business meetings and working lunches conducted at non-City owned facilities. Under normal circumstances, employees should use the most efficient mode of transportation available, book the least expensive fares, and stay in and eat at moderately priced establishments.
- 6.2** Employees should provide their supervisor with a copy of their itinerary before leaving on business travel. Employees who are traveling to the same event should try to jointly schedule their transportation and lodging to minimize cost.
- 6.3** Any business expenses not authorized by R95-17 will not be paid or reimbursed and are the employee's personal responsibility. If prohibited expenses are charged to the City, it is the employee's responsibility to immediately reimburse the City.

City of Lakewood  
Administration  
**CITY-WIDE**  
**Policies & Procedures**

<b>SUBJECT:</b> Travel Policy			<b>INDEX:</b> Travel Policy	
			<b>NUMBER:</b> Travel Policy: 002	
<b>Effective Date:</b> 2/15/07	<b>Supersedes:</b> Travel Policy 001	<b>Page</b> 1 <b>Of:</b> 9	<b>Prepared By:</b> Sherri Gordon Galen Kidd	<b>Approved By:</b>

**ARTICLE I: POLICY**

1. **PURPOSE:** The purpose of this policy is to establish the City's travel policies and to delineate those valid business expenses for which payment or reimbursement may be sought by employees, officials and volunteers of the City. Personnel traveling for the purposes of and funded by grant money will rely on the provisions of this policy in instances where the individual grant has no guidelines.
2. **PERSONS AFFECTED:** This policy applies to City employees, City officials, and volunteers of the City of Lakewood, hereafter referred to as "authorized staff."
3. **REFERENCES:** Internal control procedures of Finance, Chapter 42.24 RCW, Policy 500-14 Use of City Vehicles, Safety Policy 1400-01 Driving Licensure, and current credit card policy of the city.
4. **POLICY STATEMENT:**
  - A. It shall be the policy of the City of Lakewood to allow the attendance and participation of authorized staff at meetings, conventions and seminars (hereafter referred to as events) where such participation is determined to be in the best interests of the City.
  - B. All subsistence rates, allowances and payments provided under this policy shall be paid when authorized staff are engaged in City business and where the attendance or participation at events has been authorized in advance by the approval authority. The City Manager shall be the approval authority for City employees and volunteers, and the City Council shall be the approval authority for the City Manager and/or City officials; provided, however, that an elected official shall not be required to obtain approval of the City Council to travel on City business unless and until that elected official has expended over one-seventh (1/7th) of the total travel related budget allocated for the entire City Council for the year in which such expenses are incurred, or because of the travel expenses anticipated to be incurred in that elected official's travel would reasonably be expected to cause that the elected official's travel expenses to exceed one-seventh (1/7th) of the total travel related budget allocated for the entire City Council for the year in which such expenses are incurred.
  - C. Travel expenses that are not otherwise provided may be paid by the City by the use of either:

- (1) the receipt method; or
- (2) the per diem method.

**Only one method must apply for the entire trip.**

When the receipt method is used, receipts, proof of payment documentation, or certification in the case of lost or non-available receipts are required for all reimbursements. Such documentation shall be provided to the Finance Department within five (5) business days of returning from travel.

When the per diem method is used, a Travel Expense Voucher must be completed and submitted to the Finance Department within five (5) business days of returning from travel.

- D. If authorized staff desires to have their family members or guests accompany him/her on any City related travel, the authorized staff shall advise the City at the time the advanced travel request is made. The authorized staff shall provide payment of any costs for family members or guests so that no obligation by the City exists during any period of time.
- E. When travel costs and/or registration or other fees have been paid by the City on behalf of the authorized staff, and that the authorized staff fails, without good cause to attend the event said staff shall reimburse the City the amount paid by the City. Questions of good cause shall be determined by the approval authority.

Operating city owned vehicles requires a valid Washington State driver's license. Employees shall provide proof of a current and active Washington State driver's license to the Human Resource Department. . It is the responsibility of the employee to provide Human Resources copies of the active driver's license including any conditions and situations that may impact the employee's driver's license. When using a personal vehicle for City business, proof of a valid Washington State driver's license and valid insurance is required.

- F. The City shall pay for the least costly and/or appropriate mode of transportation to the destination.
- G. The City shall not reimburse more than the reasonable cost of travel.
- H. All out-of-state travel must be pre-approved by the approval authority before the commitment of liability against the City of Lakewood for payment.

## **ARTICLE II: DEFINITIONS**

- 1. **ADVANCE TRAVEL PAYMENT** – Payment in advance for out-of-pocket travel expenses for authorized travel may be made from an advanced travel fund. Travel advances are not intended for travel tickets, pre-registration fees, prepaid lodging or other such items which can normally be billed to the City, paid through the regular accounts payable system, or City credit card.
- 2. **APPROVAL AUTHORITY** – The City Manager or designee shall be the approval authority for City employees and volunteers. The City Council shall be the approval authority for the City Manager and/or City officials except as provided under Article 4.B. above.

3. AUTHORIZED STAFF –City Employees, City officials, and volunteers of the City of Lakewood.
4. CITY EMPLOYEES –All regular, temporary or seasonal employees of the City of Lakewood, whether full-time or part-time and whether represented by a bargaining unit or not, including but not limited to the City Manager, department heads, supervisory or management employees.
5. CITY OFFICIALS:
  - 5a. ELECTED OFFICIALS –Members of the City Council holding current office, whether they have been elected to that position or appointed to fill a vacant position on the City Council.
  - 5b. APPOINTED OFFICIALS –All members of City boards, commissions or committees, who are not employees of the City but who have been appointed to represent the City as a non-paid volunteer on such board, commission or committee.
6. CONTRACT EMPLOYEE –An individual working under contract for the City in the performance of a specific project who is not a regular employee or may not be on staff, but a member of an organization allied with the City on a specific project who might represent the City at approved events or as an agent of the City on a specific, contracted project.
9. EVENTS –For purposes of this policy, events refer to a conventions, seminars and meetings, for municipal, political, educational and professional purposes for which attendance by authorized staff is beneficial to the City of Lakewood.
7. GUESTS – Any person(s) other than employees, City officials or authorized volunteers for the City of Lakewood. Guests may include relatives of the employee/City official/ volunteer.
8. IN-STATE TRAVEL–Travel within the State of Washington.
9. OUT-OF-STATE TRAVEL –Travel anywhere outside the boundaries of the State of Washington.
10. PER DIEM METHOD – A daily allowance for eligible meals and incidentals in connection with authorized City-related travel.
11. RECEIPT METHOD – Reimbursement for eligible meals and incidentals in connection with authorized City-related travel based upon original **itemized** receipts, such as credit card slips, cash register receipts, etc.
13. REIMBURSEMENT – Paid for by the City. Eligible expenses need not necessarily be reimbursements to the individual, they can be expenses paid by the City directly to the vendor.
10. VOLUNTEER – A person selected by the City to perform services for the benefit of the City out of his/her own free will for no financial payment.

## ARTICLE III: GENERAL

### 1. Control of Travel

- A. An internal control system over travel, reimbursable under these regulations, is established by the City providing for prior authorization or approval by the approval authority. ) Authorization of travel is to be exercised through the use of the current and adopted budget.
- B. An Advance Travel Payment Authorization Form is to be used whenever a travel payment in advance (*pre-payment*) is requested by an authorized staff and such forms shall be approved by the approval authority.
- C. Upon return from travel, authorized staff must complete a Travel Expense Voucher form, which is available on the Intranet or by contacting the Finance Department. Travel Expense Vouchers are to be audited by the Finance Department.
- D. Employees/volunteers must submit an Out-of-State Travel Request form with all required documentation attached. The Out-of-State Travel Request form must be approved by the City Manager before the liability to the City has been incurred on all events or other travel that involves out-of-state travel.
- E. If a question arises regarding the method of reimbursement to be allowed (receipt method vs. per diem method) under these travel regulations, the option elected shall be the option that is most advantageous and economical to the City. The method selected is not to be influenced by the personal travel plans of the authorized staff.
- F. Authorized staff is to exercise the same care and judgment in incurring expenses on official City business and accomplishing the purpose of the travel that a prudent person would exercise if traveling on personal business. Excessive or unnecessary expenses will not be reimbursed.
- G. Lodging expenses shall not be reimbursed or paid unless the total distance between the site of the event is at least fifty (50) miles (*one way, using the most direct route*) from the closer of either the traveler's official residence or official work-site. Under special circumstances involving early or late meetings, or multiple day meetings, lodging expenses for less than 50 miles distance may be authorized subject to City Manager's pre-approval and before the occurrence happens.
- H. Maximum payment for or reimbursement of transportation costs and expenses via commercial carrier is to be no greater than the cost of tourist class or its equivalent, provided that it shall be the responsibility of the authorized staff to request of the transportation vendor a "government rate," if available, unless a lower rate for the same travel service is available. Additionally, the maximum payment for or reimbursement of transportation costs and expenses shall not exceed the costs of the lesser/least expensive method of travel where there are two or more methods of travel reasonably available. All exceptions shall be approved in advance by the approval authority.

## ARTICLE IV: MEALS AND LODGING

### 1. Basis for Reimbursements

- A. Reimbursement is to be for all authorized travel, subject to the restrictions provided herein, but shall not be made for expenses incurred at or between the City of Lakewood and the authorized staff person's residence and official work site.
- B. Payment for or reimbursement of any of the following expenses is prohibited:
  - 1. Liquor
  - 2. Tobacco
  - 3. Expense of a spouse or other persons not authorized to receive reimbursement under this policy
  - 4. Gratuities related to personal expenses
  - 5. Theft, loss or damage to personal property
  - 6. Barber or beauty parlor
  - 7. Airline or other trip insurance
  - 8. Personal postage
  - 9. Reading material
  - 10. Personal toilet articles
  - 11. Valet or laundry services
  - 12. Entertainment, including movies, television and video rentals, and travel expenses to and from such entertainment
  - 13. For grants, tips are not reimbursable
  - 14. For grants, telephone calls not related to work are not reimbursable
  - 15. For grants, social meals during site visits from granting authorities are not reimbursable
  - 16. Gambling
  - 17. Cash Advances
  - 18. Loans
- C. Allowable lodging expenses are intended to include the basic commercial lodging rate or the "government rate" (*whichever is the lowest cost for the City*) if available, any applicable sales taxes and/or hotel/motel taxes. It shall be the responsibility of the authorized staff to request of the lodging vendor a "government rate," if available, unless a lower rate for the same accommodations is available with the regular rate.
- D. Maximum meal allowances are intended to include the basic cost of a meal, any applicable sales tax, and any tip or gratuity not to exceed fifteen percent (15%) of the total cost of the meal.
- E. No payment for or reimbursement of meal expenses shall be allowed when the meals are provided as part of the event.
- F. Employees funded by grants must follow any reimbursement authorization/procedures pursuant to the grant.
- H. Lodging, Meals and Mileage Allowances
  - 1. The City will follow the US General Services Administration (GSA) schedules that provide for maximum reimbursement rates for lodging, meals, and incidental expenses for authorized staff traveling on official City business.

2. For all travel authorizations, accounts payable will advise the traveler of the per diem rates, by providing a printout to the authorized staff using the GSA Website for the location of stay..

3. Domestic Per Diem Rates

The above maximum lodging rates do not apply where lodging is tied to a specific hotel or motel or lodging accommodation in connection with the event being attended. The traveler should always look for a lower rate when applicable.

If special or unusual circumstances or other limitations exist in connection with the lodging for an event, higher lodging rates may be approved in advance by the approval authority.

- 4 Per Diem Amount. Meal costs for authorized staff in connection with City related travel shall be at the per diem rates as stated in the GSA Website. No receipts are required when the per diem method is used. It is provided, however, that if any meals are included or provided with the registration costs of the convention, seminar or meeting, the following percentages will be deducted from the per diem amount, corresponding with the meals that are included or provided, per day of the event:

(25%) BREAKFAST  
 (30%) LUNCH  
 (45%) DINNER  
 (100%) DAILY TOTAL

To determine meal allowance expense, please refer to the State of Washington Office of Financial Management Web site:

**<http://www.ofm.wa.gov/resources/travel.asp>**

5. It is provided, however, that if meal costs exceed the above maximum amounts, a receipt and a satisfactory explanation shall be provided to the City for each meal in excess of such amounts. The amount in excess of the above maximum shall not be paid unless approved by the City Manager.
6. To be eligible for meal allowances, the authorized staff must be in travel status during the normal meal period(s): To receive reimbursement for breakfast you must be in travel status before 7:00 A.M.; for lunch, before 12:00 noon and/or return after 1:00 P.M.; and for dinner, the authorized employee must be in travel status until after 6:00 P.M.
7. Meals are not reimbursed at events when authorized staff is allowed a lunch break for a free period of time (not a working lunch) unless there is an overnight stay.
8. Meals may be reimbursed if authorized staff must attend a mealtime business meeting to conduct official City business.
9. Meal allowances shall not be reimbursed when meals are furnished to the authorized staff as a part of the event being attended. If some but not all of the meals are provided as part of the event, the meal allowance reimbursement available to the authorized staff shall only be available for the specific meals not included.

**I. Private Vehicle Mileage Reimbursement**

1. The mileage reimbursement rate available for authorized staff using their own vehicles while on City related travel shall be the mileage reimbursement rate established by the Internal Revenue Service.
2. Contract employees are authorized to use city vehicles.
3. Employees using personal vehicles when an administrative vehicle is available may use their personal vehicle upon the authorization from their Department Director and/or City Manager. It is strongly recommended to utilize city vehicles if available.
4. When using a personal vehicle for City business, proof of a valid Washington State driver's license and valid insurance is required.

## ARTICLE V: OTHER TRAVEL EXPENSES

### 1. Reimbursable Expenses

Reimbursable transportation expenses include all necessary official travel on airlines, buses, private motor vehicles, and other usual means of conveyance.

Daily commute transportation expenses between the employee's residence and the regular work site is a personal obligation of the employee and is not reimbursable by the City. Mileage in a personal vehicle from the employee's home directly to and/or from a work-related destination (*convention, seminar, training or meeting*) is reimbursable after deducting the mileage the employee would normally have driven commuting to and/or from home and the regular work site.

Reimbursement is to be payable to only one of two or more authorized staff traveling in the same motor vehicle on the same trip.

### 1. Miscellaneous Travel Expenses

Miscellaneous travel expenses essential to the transaction of official City business are reimbursable to the authorized staff. Reimbursable expenses include, but are not limited to:

- A. Taxi fares, motor vehicle rentals, parking fees, and ferry and bridge tolls.
- B. Registration fees required in connection with attendance at approved meetings, seminars or conventions.
- C. Telephone charges that are for City business. The number called should be noted on the lodging receipt.

## ARTICLE VI: TRAVEL EXPENSE ADVANCES

### 1. Purpose of Travel Expense Advances

- A. The purpose of the travel expense advances is to defray the authorized staff's anticipated reimbursable expenses.
- B. Whenever it becomes necessary for authorized staff to travel and incur reimbursable expenses pursuant to the per diem method in connection with approved City related travel, a travel expense advance may be paid to authorized staff prior to departure.
- C. The City may also provide travel expense advances for lodging, if the lodging costs can be adequately determined in advance, in which case the lodging travel expense advance would be paid prior to departure. However, it is preferred that travel expense advances not be used for lodging or other such items which can normally be billed to the City, paid through the regular accounts payable system, or City credit card.

### 2. Advance Travel Request Procedures

- A. Authorized staff shall submit an Advance Travel Request to the approval authority which shall include a copy of the event agenda with dates and times. All out-of-state travel has to be pre-approved with the City Manager before commitments are made to the event.

- B. The Advance Travel Request shall be considered for approval by the Department Directors (*for their departments*), the City Manager (*for Department Directors*), by the City Council (*for the City Manager and/or City officials*). Upon approval of the proposed travel, the Advance Travel Request Form indicating approval shall be forwarded to the Director of Finance & Information Systems not less than one week before the departure date. The Finance & Budget Division will issue a city check to the authorized staff, after verification of the request form, including identification of BARS codes and vendor numbers.
- C. Employees/volunteers must submit an Out-of-State Travel Request form with all required documentation attached. The Out-of-State Travel Request form must be approved by the City Manager before the liability to the City has been incurred on all events that involve out-of-state travel.
- D. The following expenses should not be included in the advance travel request, but should be processed via requisition and purchase order, if applicable:
  - 1. Direct payments to vendors
  - 2. Airfare. (*This should be paid by the City through direct billing to the City before departure.*)
  - 3. Registration fees.
  - 4. Reimbursement for travel expenses already incurred.

If the above expenses cannot be processed via requisition and purchase order, whether because of time limitations or other circumstances, they may be included in the travel expense advance if approved by the approval authority.

### **3. Accounting for Travel Advances**

Accounting for travel expenses shall be submitted to the Finance & Budget Division within five (5) business days after returning from the event related to city business. Such accounting shall be completed on the City's Travel Authorization and Expense Claim form and shall include the following:

- A. City employee or volunteer claims must be submitted to the City employee's or volunteer's department head or designated representative.
- B. City official claims must be submitted to the Director of Finance & Information Systems.
- C. The authorized staff who has received advanced travel expenses is responsible for taking appropriate safety measures with respect to all monies received. The authorized staff shall be responsible to account for and/or replace, at his/her own expense, any monies to be repaid to the City even if advance travel expense funds are lost, misplaced or stolen.

### **4. Use of City Credit Cards**

- A. The City's charge cards (*credit cards*) shall be used under authority of the City Manager and/or the Director of Finance & Information Systems, for the purpose of covering

expenses incidental to budgeted, authorized travel by City employees or City officials, and for the purpose of covering other budgeted, City related expenses approved in advance by the City Manager if over a certain dollar limit and if the travel related expense is out-of-state. Such charge cards may be used by authorized employees to make arrangements for advance payment of airline fares, lodging, and registration fees as authorized by the approval authority, where such expenses have been included in the budget approved by the City Council. Additionally, charge cards in the form of gasoline credit cards are assigned to each individual vehicle which allows authorized staff to fuel the vehicle of the City while traveling, for authorized purposes. All credit card receipts and/or other documents identifying credit card expenditures shall be delivered to the Finance & Budget Division within five (5) business days upon return to City Hall along with the completed credit card disbursement form.

- B. Authorization and expense claim vouchers for credit card use are to be distributed back to the Finance & Budget Division no later than five (5) business days upon return from authorized travel. Any charges against the credit card not properly identified by the travel authorization and expense claim voucher or not allowed following an audit by the Finance & Budget Division or other qualified entity shall be paid by the authorized staff by check or United States currency to the City of Lakewood. If the Travel Authorization and Expense Claim form is not submitted within the time frame set forth above, a ten percent (10%) interest per annum amount will be assessed pursuant to Section 42.24.150 RCW.
- C. Any authorized staff that has been issued a credit card by the City shall not use the card fraudulently or used for any disallowed charges.
- D. The City Manager or the Finance & Information Systems Director has complete authority to recall any credit card and/or charge cards and take the credit card and/or charge cards from any employee for abuse or any unauthorized charges.
- E. The City shall have unlimited authority to revoke use of any charge card and, upon such revocation order being delivered to the credit card company, shall not be liable for any costs.

ATTACHMENT E  
Quarterly Progress Report

## LEASE AGREEMENT

This LEASE AGREEMENT (the "Lease"), is made as of August 29, 2013, by and between PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION, a Washington municipal corporation ("Landlord") and the CITY OF LAKEWOOD, a Washington municipal corporation ("Tenant").

### 1. Premises and Term.

1.1 In consideration of the obligation of Tenant to pay rent as provided in this Lease, and in consideration of the other terms, provisions and covenants of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord those certain Premises [depicted on Exhibit A] attached (the "Premises"), within the building (the "Building") located at 9421 39th Avenue Court SW, Lakewood, Washington, 98499, together with all rights, privileges, easements and appurtenances belonging to or in any way appertaining to the Premises, which Premises are situated upon land described in Exhibit B attached. The Premises consists of approximately five thousand one hundred and five (5,105) square feet of rentable area. The Premises shall consist, generally, of all of the existing office space in the Building and the garage bay closest to the office space on the property.

1.2 The term of this Lease commences on September 1, 2013 (the "Commencement Date") and ends August 31, 2015 (the "Lease Term").

1.3 The taking of possession by Tenant shall be deemed conclusively to establish that the Premises are in good and satisfactory condition, as of when possession was so taken. Tenant acknowledges that no representations as to the condition or repair of the Premises have been made by Landlord, unless expressly set forth in this Lease, and Tenant accepts the Premises "As Is" having had a full and complete opportunity to inspect the same. Tenant acknowledges that the Premises are not fully demised from the remainder of the Building and that Landlord shall have no obligation to demise the Premises from the remainder of the Building. Tenant shall have no right to occupy any portion of the Building except for the Premises for any purpose, including parking of vehicles or storage of personal property.

### 2. Base Rent and Security Deposit.

2.1 Subject to adjustment pursuant to Section 2.4 below, Tenant agrees to pay to Landlord rent for the Premises, in advance, without demand, deduction or set off, for the entire Lease Term at the annual rate of Six Thousand and 00/100 Dollars (\$6,000.00), payable in equal monthly installments of Five Hundred and 00/100 Dollars (\$500.00) (the "Base Rent"). One monthly installment shall be due and payable on the date of this Lease and a monthly installment shall be due and payable on or before the first day of each calendar month following the Commencement Date during the Lease Term, except that the rental payment for any fractional calendar month at the commencement or end of the Lease period shall be prorated on the basis of a thirty (30) day month.

2.2 All Base Rent and other payments required to be made by Tenant to Landlord shall be payable to Landlord at the address set forth in Article 22 or at such other address as Landlord may specify from time to time by written notice. Tenant's obligation to pay Base Rent and any other amounts to Landlord under the terms of this Lease shall not be deemed satisfied until such rent and other amounts have been actually received as good funds by Landlord.

2.3 Notwithstanding anything in Section 2.1 to the contrary, Landlord and Tenant acknowledge that the Base Rent set forth in Section 2.1 was established, in part, based on Landlord's good faith estimate of the utility charges likely to be incurred by Landlord as a result of Tenant's use of the Premises. Tenant acknowledges that the Premises have not been occupied at any time during Landlord's ownership of the Building, and therefore Landlord's estimate of the utility charges likely to be incurred may be inaccurate. Therefore, if at any time following the one year anniversary of the Commencement Date, Landlord reasonably determines that the actual average monthly utility charges incurred by Landlord as a result of Tenant's occupancy of the Premises exceeds \$500.00, and Landlord provides to Tenant utility bills and other documentation reasonably acceptable to Tenant demonstrating the same, the Base Rent payable for the remaining Lease Term shall be increased by a) an amount sufficient to fully reimburse Landlord for all past utility charges incurred by Landlord as a result of Tenant's occupancy of the Premises ; and by b) by an amount sufficient to cover Tenant's continued occupancy of the Premises for the remainder of the entire Lease Term. The provisions of this Section 2.3 shall be self-effective and no further action of the parties shall be necessary to effectuate the increase in Base Rent described herein. In no event shall the Base Rent be reduced as a result of the application of this Section 2.3.

3. Use. The Premises shall be used only for general office purposes relating to the operation of the Pierce County Auto Theft Task Force. Outside storage of vehicles, is permitted. Tenant shall at its own cost and expense obtain any and all licenses and permits necessary for its use of the Premises. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, including without limitation Title III of the Americans With Disabilities Act, and shall promptly comply with all governmental orders and directives including but not limited to those regarding the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Premises, nor take any other action that would constitute a nuisance or would disturb or endanger any other occupants of the Building or unreasonably interfere with their use of their respective premises. In addition to any other remedies Landlord may have for a breach by Tenant of the terms of this Article 3, Landlord shall have the right to have Tenant evicted from the Premises for a violation of the use provision. Without Landlord's prior written consent, Tenant shall not receive, store or otherwise handle any product, material or merchandise that is explosive or highly flammable. Tenant will not permit the Premises to be used for any purpose or in any manner (including without limitation any method of storage) that would render the insurance thereon void or materially increase the insurance risk. If Tenant's use of the Premises results in an increase in insurance premiums, Tenant shall be solely responsible for and pay the increase within ten (10) days after the Landlord's demand therefor.

4. Taxes and Other Charges.

4.1 If at any time during the Lease Term, the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments, fees or charges levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents or the present or any future building or buildings, then all such taxes, assessments, fees or charges, or the part thereof so measured or based, shall be added to the Base Rent and shall be payable by Tenant.

4.2 Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable.

5. Tenant's Maintenance. Tenant shall at its own cost and expense keep and maintain all parts of the Premises (except those for which landlord is expressly responsible under the terms of this Lease) in good condition, promptly making all necessary repairs and replacements, including but not limited to, windows, glass and plate glass, doors, interior walls and finish work, floor and floor covering, sewage lines, plumbing, electrical systems, sprinklers, life safety systems, downspouts, gutters, heating and air conditioning systems, dock boards, truck doors, dock bumpers, paving, plumbing work and fixtures, termite and pest extermination, replacement of light bulbs and tubes as necessary, regular removal of trash and debris, keeping the parking areas, driveways and the whole of the Premises in a clean and sanitary condition.

6. Landlord's Repairs. After notice from Tenant, Landlord shall repair the roof, exterior walls and foundations as and to the extent necessary to maintain the Building in structurally sound condition. Tenant shall pay for the cost of repairing any damage to such items to be maintained by Landlord caused by any act, omission or negligence of Tenant, or Tenant's employees, agents, licensees or invitees, or caused by Tenant's default under this Lease. The term "walls" as used here does not include windows, glass or plate glass, doors, special fronts or office entries. Tenant shall immediately give Landlord written notice of the need for repairs, after which Landlord shall have a reasonable opportunity and time to repair same.

7. Alterations. Tenant shall not make any alterations, additions or improvements to the Premises (including but not limited to roof and wall penetrations) without the prior written consent of Landlord, which Landlord may withhold in Landlord's sole and absolute discretion. Tenant may, without the consent of Landlord, but at its own cost and expense and in a good workmanlike manner erect such shelves, bins, machinery and trade fixtures as it may deem advisable, without altering the character of the Premises or improvements and without overloading or damaging the Premises or improvements. Tenant shall comply with all applicable

governmental laws, ordinances, regulations and other requirements, including without limitation Title III of The Americans With Disabilities Act. All alterations, additions, improvements and partitions erected by Tenant shall be and remain the property of Tenant during the Lease Term and Tenant shall, unless Landlord otherwise elects as provided below, remove all alterations, additions, improvements and partitions erected by Tenant and restore the Premises to their original condition by the date of termination of this Lease or upon earlier vacating of the Premises. However, if Landlord so elects prior to termination of this Lease or upon Tenant earlier vacating of the Premises, such alterations, additions, improvements and partitions as are designated by Landlord shall become the property of Landlord as of the date of termination of this Lease or upon Tenant earlier vacating the Premises and shall be delivered up to Landlord with the Premises. All shelves, bins, machinery and trade fixtures installed by Tenant may be removed by Tenant before the termination of this Lease if Tenant so elects, and shall be removed by the date of termination of this Lease or upon Tenant earlier vacating the Premises if required by Landlord. Upon any such removal Tenant shall restore the Premises to their original condition. All such removals and restoration shall be accomplished in good workmanlike manner so as not to damage the primary structure or structural qualities of the Building and other improvements.

8. Signs. Tenant shall not install exterior signs upon the Premises without Landlord's prior written approval, which may be withheld in Landlord's sole and absolute discretion. Tenant shall remove all such signs by the termination of this Lease. Such installations and removals shall be made so as to avoid injury or defacement of the Building and other improvements, and Tenant shall repair any injury or defacement, including without limitation discoloration, caused by such installation and/or removal.

9. Inspection.

9.1 Landlord's agent, designated herein as the Chief of Transit Police, or that agent's designee in the event of an emergency, shall have the right to enter and inspect the Premises at any reasonable time during business hours, for the purpose of ascertaining the condition of the Premises or in order to make repairs as may be required or permitted to be made by Landlord under the terms of this Lease. During the period that is six (6) months prior to the end of the Lease Term, Landlord and Landlord's agents and representatives shall have the right to enter the Premises at any reasonable time during business hours for the purpose of showing the Premises and shall have the right to erect on the Premises a suitable sign indicating the Premises are available.

9.2 Tenant shall give written notice to Landlord at least thirty (30) days before vacating the Premises and shall arrange to meet with Landlord for a joint inspection of the Premises before vacating. If Tenant does not give such notice or arrange such joint inspection, Landlord's inspection at or after Tenant vacates the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration. It shall be the responsibility of Tenant, before vacating the Premises, to clean and repair the Premises and restore them to the condition in which they were in upon delivery of the Premises to Tenant at the Commencement Date, reasonable wear and tear excepted. Cleaning, repair and restoration shall

include, but not be limited to, removal of all trash, cleaning and repainting of walls, where necessary, cleaning of carpet and flooring, replacement of light bulbs and tubes, cleaning and wiping down of all fixtures, maintenance and repair of all heating and air conditioning systems, and all similar work, which shall be done at the latest practical date prior to vacation of the Premises.

10. Utilities. Landlord shall provide water, electricity and gas service connections to the Premises. Landlord shall in no event be liable for any interruption or failure of utility services on the Premises.

11. Assignment and Subletting. Tenant shall not have the right, voluntarily or involuntarily, to assign, convey, transfer, mortgage or sublet the whole or any part of the Premises under this Lease without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

12. Fire and Casualty Damage.

12.1 Tenant shall notify Landlord immediately after a casualty occurs to the Premises. If in connection with any casualty affecting the Premises or the Building: (a) more than ten percent (10%) of the Building is damaged by fire or other casualty; (b) the casualty is not insured; (c) the cost of restoration would exceed the insurance proceeds; or (d) rebuilding or repairs cannot in Landlord's estimation be completed within one hundred eighty (180) days after the occurrence of the casualty, then Landlord may elect to terminate this Lease effective upon the date of the occurrence of such damage. Landlord shall give notice to Tenant in writing of its election to terminate this Lease within sixty (60) days following the date of the occurrence of such damage.

12.2 If this Lease is not terminated by Landlord pursuant to Section 12.1, Landlord shall at its sole cost and expense to the extent of any available insurance proceeds rebuild and repair the Building with reasonable diligence to substantially the condition in which it existed prior to such damage, except that Landlord shall not be required to rebuild, repair or replace any part of the partition, fixtures, additions and other improvements which may have been placed in, or about the Premises by Tenant which shall be restored and repaired by Tenant at its sole cost and expense. If the Premises are untenantable in whole or in part following such damage, the Base Rent payable during the period in which they are untenantable shall be reduced to such extent as may be fair and reasonable under all of the circumstances. If Landlord does not complete such repairs and rebuilding within one hundred eighty (180) days after the occurrence of the casualty, Tenant may at its option terminate this Lease by delivering written notice of termination to Landlord within ten (10) days after the conclusion of such one hundred eighty (180) day period as Tenant's exclusive remedy.

12.3 Tenant shall, during the Term and any other period of occupancy, at its sole cost and expense, keep in full force and effect the following insurance:

12.3.1 Commercial General Liability Insurance and/or public entity self-insured retention ("SIR") adequate to insure Tenant against any liability arising out of lease, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance or SIR shall be in the amount of not less than Two Million Dollars (\$2,000,000) Combined Single Limit for injury to, or death of one or more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence. The policy or SIR shall insure the hazards of premises and operations and contractual liability (covering the indemnity contained in Article 13 hereof). Tenant's membership in the Washington Cities Insurance Authority, or any similar self-insured pool, will be sufficient to fulfill the insurance requirements set out in this section. Evidence of insurance pursuant to this provision shall be provided to Landlord in the form of certification or affirmation of SIR no later than fifteen (15) days after execution of this Lease.

12.3.2 Any other forms of insurance and in such amounts as Landlord or any mortgagees of Landlord may reasonably require from time to time.

All policies shall be written in a form satisfactory to Landlord and shall be taken out with insurance companies holding a General Policyholders Rating of "A" or higher, as set forth in the most current issue of Bests Insurance Guide. Within ten (10) days after the execution of the Lease, but in any event before Tenant occupies the Premises, Tenant shall deliver to Landlord copies of policies or certificates evidencing the existence of the amounts and forms of coverage satisfactory to Landlord, which shall be kept current throughout the Lease Term. No policy shall be subject to cancellation or reduction in coverage except after thirty (30) days prior written notice to Landlord. Tenant shall at least ten (10) days before expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant as additional rent.

12.4 Each party waives and releases claims arising in any manner in its ("Injured Party's") favor and against the other party for loss or damage to Injured Party's property located within or constituting a part or all of the Premises. This waiver applies to the extent the loss or damage is covered by: (a) the Injured Party's insurance; or (b) the insurance the Injured Party is required to carry under this Article 12, whichever is greater. This waiver applies whether or not the loss is due to the negligent acts or omissions of Landlord or Tenant, or their respective officers, directors, employees, agents, contractors, or invitees. This waiver and release extends to anyone claiming through or under a party as a result of a right of subrogation. This waiver and release does not apply to claims caused by a party's willful misconduct. Each party shall obtain from its insurance carrier a waiver of subrogation as a clause in or endorsement to its policy, provided however, that the endorsement shall not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable.

### 13. Indemnity.

13.1 Landlord shall not be liable to Tenant or Tenant's employees, agents, servants, guests, invitees or visitors, or to any other person for any injury to person or damage to property on or about the Premises, resulting from and/or caused in part or whole by the

negligence of misconduct of Tenant, its employees, agents, servants, guests, invitees, and visitors, or of any other person entering upon the Premises, or caused by the Building and improvements located on the Premises becoming out of repair, or caused by leakage of fuel, oil, water or steam or by electricity emanating from the Premises, or due to any other cause except injury to persons or damage to property caused by the gross negligence or willful misconduct of Landlord.

13.2 Subject to the waiver in Section 12.4, Tenant shall indemnify and hold harmless Landlord from claims, suits, actions, or liabilities for personal injury, death or for loss or damage to property that arises out of (a) any activity, work or thing permitted or suffered to be done by Tenant or any of its employees, agents, contractors, or invitees at the Premises, or (b) the negligence or willful misconduct of Tenant, its employees, agents, contractors, or invitees, or (c) any breach or default by Tenant in the performance of any obligation on Tenant's part to be performed under this Lease.

This indemnity does not apply (x) to claims, suits, actions or liabilities to the extent they are caused by the grossly negligent acts or omissions or willful misconduct of Landlord, its employees, agents, contractors, or invitees, (y) to damage, claims, suits, actions or liabilities waived under Section 12.4, or (z) to the indemnity in Article 23.

In the absence of comparative or concurrent negligence on the part of Landlord, its agents, their affiliates and subsidiaries, or their respective directors, employees or contractors the foregoing indemnity shall also include reasonable costs, expenses and attorney's fees incurred in connection with any indemnified claim or incurred by Landlord in successfully establishing the right to indemnity. Tenant shall have the right to assume the defense of any claim subject to this indemnity. Landlord agrees to cooperate fully with Tenant and Tenant's counsel in any matter where Tenant elects to defend, provided Tenant promptly reimburses Landlord for reasonable costs and expenses incurred in connection with its duty to cooperate.

The foregoing indemnity is conditioned upon Landlord providing prompt notice to Tenant of any claim or occurrence that is likely to give rise to a claim, suit, action or liability that will fall within the scope of the foregoing indemnity, along with sufficient details that will enable Tenant to make a reasonable investigation of the claim.

When the claim is caused by the joint negligence or willful misconduct of Tenant and Landlord or Tenant and a third party unrelated to Tenant (except Tenant's agents, officers, employees or invitees), Tenant's duty to indemnify and defend shall be proportionate to Tenant's allocable share of joint negligence or willful misconduct.

13.3 Subject to the waiver in Section 12.4, Landlord shall indemnify and hold harmless Tenant from claims, suits, actions, or liabilities for personal injury, death or for loss or damage to property that arises from (a) the gross negligence or willful misconduct of Landlord, its employees, agents or contractors; or (b) any breach or default by Landlord in the performance of any obligation on Landlord's part to be performed under this Lease.

This indemnity does not apply to claims, suits, actions or liabilities to the extent they are caused by the negligent acts or omissions or willful misconduct of Tenant, its agents, employees, contractors or invitees, to damage, claims, suits, actions or liabilities waived under Section 12.4.

In the absence of comparative or concurrent negligence on the part of Tenant, its agents, their affiliates and subsidiaries, or their respective directors, employees or contractors the foregoing indemnity shall also include reasonable costs, expenses and attorney's fees incurred in connection with any indemnified claim or incurred by Tenant in successfully establishing the right to indemnity. Landlord shall have the right to assume the defense of any claim subject to this indemnity with counsel reasonably satisfactory to Tenant. Tenant agrees to cooperate fully with Landlord and Landlord's counsel in any matter where Landlord elects to defend, provided Landlord shall promptly reimburse Tenant for reasonable costs and expenses incurred in connection with its duty to cooperate.

The foregoing indemnity is conditioned upon Tenant providing prompt notice to Landlord of any claim or occurrence that is likely to give rise to a claim, suit, action or liability that will fall within the scope of the foregoing indemnity, along with sufficient details that will enable Landlord to make a reasonable investigation of the claim.

When the claim is caused by the joint negligence or willful misconduct of Tenant and Landlord or Landlord and a third party unrelated to Landlord (except Landlord's agents, officers, employees or invitees), Landlord's duty to indemnify and defend shall be proportionate to Landlord's allocable share of joint negligence or willful misconduct.

13.4 The indemnification obligations contained in this Article 13 shall not be limited by any worker's compensation, benefit or disability laws, and each indemnifying party hereby waives any immunity that said indemnifying party may have under the Industrial Insurance Act, Title 51 RCW and similar worker's compensation, benefit or disability laws.

13.5 LANDLORD AND TENANT ACKNOWLEDGE BY THEIR EXECUTION OF THIS LEASE THAT EACH OF THE INDEMNIFICATION PROVISIONS OF THIS LEASE (SPECIFICALLY INCLUDING BUT NOT LIMITED TO THOSE RELATING TO WORKER'S COMPENSATION BENEFITS AND LAWS) WERE SPECIFICALLY NEGOTIATED AND AGREED TO BY LANDLORD AND TENANT.

13.6 THE INDEMNIFICATION OBLIGATION HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

#### 14. Condemnation.

14.1 If all or any substantial part of the Premises is taken for any public or quasi-public use under government law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof and the taking would prevent or materially interfere with

the use of the Premises for the purpose for which they are being leased, this Lease shall terminate when the physical taking of said Premises occurs.

14.2 If part of the Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease is not terminated as provided in Section 14.1, this Lease shall not terminate but the Basic Rent payable during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances.

14.3 Landlord shall receive the entire award for any such taking or private purchase in lieu thereof. Tenant shall be entitled to make a claim in any condemnation proceedings that does not reduce the amount of Landlord's award, and for the value of any furniture, furnishings and fixtures installed by and at the sole expense of Tenant.

15. Holding Over. Tenant will, at the termination of this Lease, by lapse of time or otherwise, immediately yield possession to Landlord. If Landlord agrees in writing that Tenant may hold over after the expiration or termination of this Lease, unless the parties otherwise agree in writing on the terms of such holding over, the hold over tenancy shall be subject to termination by Landlord or by Tenant at any time upon not less than thirty (30) days advance written notice, and all of the other terms and provisions of this Lease shall be applicable during that period except that Tenant shall pay Landlord monthly, as rental for the period of any hold over, an amount equal to one and one-half (1½) the Base Rent in effect on the termination date, plus all additional rental as defined herein. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided. The provisions of this Article 15 shall not be construed as Landlord's consent for Tenant to hold over.

16. Quiet Enjoyment. Landlord covenants that it has good title to the Premises, free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due, zoning ordinances and other building and fire ordinances and government regulations relating to the use of such property, and easements, restrictions and other conditions of record. Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rent and performing its other covenants and agreements set forth in this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the term without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

17. Events of Default. "Events of Default" by Tenant under this Lease include, but are not limited to the following:

(a) Tenant does not pay any installment of the Base Rent or other payments owed Landlord when due, and such failure shall continue for a period of five (5) days from the date such payment was due;

(b) Tenant does not comply with any term, provision or covenant of this Lease (other than as described in Section 17(a)), and does not cure such failure within thirty (30) days after written notice of the breach is given to Tenant (or if the breach requires longer than thirty

(30) days to cure, Tenant fails to start curing within thirty (30) days after receipt of written notice and to promptly and diligently prosecute the cure to completion);

(c) Tenant becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors;

(d) The filing by or against Tenant of a petition to have Tenant adjudged bankrupt or a petition for reorganization under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the petition is dismissed within sixty (60) days);

(e) A receiver or trustee is appointed for all or substantially all of the assets of Tenant; and

(f) Tenant vacates any substantial portion of the Premises.

18. Remedies. Upon the occurrence of any Event of Default, as described in Article 17, Landlord shall have the option to pursue any one or more of the following remedies without notice or demand.

18.1 Accelerate all rent payments under the Lease which shall then become immediately due and payable.

18.2 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy it may have for possession or unpaid rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, and Tenant agrees to pay to Landlord on demand the amount of all loss and damage Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

18.3 Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, and relet the Premises for such terms ending before, on or after the expiration date of the Lease Term, at such rentals and upon such other conditions (including concessions and prior occupancy periods) as Landlord in its sole discretion may determine, and receive the rent therefor; and Tenant agrees to pay to the Landlord on demand any deficiency that may arise by reason of such reletting. Landlord shall have no obligation to relet the Premises or any part thereof and shall not be liable for refusal or failure to relet or in the event of reletting for refusal or failure to collect any rent due upon such reletting. If Landlord is successful in reletting the Premises at a rental in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, Landlord and Tenant agree that Tenant shall not be entitled, under any circumstances, to the excess rental, and Tenant specifically waives any claim to the excess rental.

18.4 Enter upon the Premises, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses which

Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by the negligence of Landlord or otherwise.

18.5 Whether or not Landlord retakes possession or relets the Premises, Landlord shall have the right to recover unpaid rent and all damages caused by Tenant's default, including attorney's fees. Damage shall include, without limitation: all rentals lost, all legal expenses and other related costs incurred by Landlord following Tenant's default, all costs incurred by Landlord in restoring the Premises to good order and condition, or in remodeling, renovating or otherwise preparing the Premises for reletting, all costs (including without limitation any brokerage commissions and the value of Landlord's time) incurred by Landlord, plus interest thereon from the date of expenditure until fully repaid at the rate of twelve percent (12%) per annum (the "Default Rate").

18.6 If Tenant does not pay any installment of Basic Rent or other charges owed Landlord under this Lease as and when due, to help defray the additional cost to Landlord for processing late payments Tenant shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of the payment. The late charge shall be in addition to all of Landlord's other rights and remedies under this Lease or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. If any Base Rent, additional rent or any other sums payable hereunder by Tenant are not paid within thirty (30) days after any such Base Rent or other sum becomes due, then in addition to the above-stated late charge, Tenant shall pay Landlord interest at twelve percent (12%) on all sums due and not paid at the Default Rate.

18.7 To the extent not prohibited by law, pursuit of one remedy shall not preclude pursuit of any other remedies, such remedies being cumulative and non-exclusive, nor shall pursuit of any remedy constitute a forfeiture or waiver of any rent due Landlord or of any damages accruing to Landlord by reason of Tenant's breach of this Lease. No act or thing done by the Landlord or its agents during the Lease Term shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises. No agreement to terminate this Lease or accept a surrender of said Premises shall be valid unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms of this Lease. Landlord's acceptance of the payment of rental or other payments after the occurrence of an Event of Default shall not be deemed or construed as a waiver of such default, or as an accord and satisfaction. Forbearance by Landlord to enforce one or more of the remedies upon an Event of Default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any remedies with respect to such default or any subsequent default.

18.8 If Landlord employs the services of an attorney in connection with an Event of Default by Tenant under this Lease, or if either party brings an action or proceeding against the other party arising out of or concerning performance or interpretation of this Lease, the prevailing party shall be entitled to recover from the other party its attorneys fees and costs.

19. Mortgages. Tenant accepts this Lease subject and subordinate to any mortgage(s) and/or deed(s) of trust now or at any time hereafter constituting a lien or charge upon the Premises or the improvements situated thereon, provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease superior to any such instrument, then by notice to Tenant from such mortgagee, trustee or holder, this Lease shall be deemed superior to such lien, whether this Lease was executed before or after said mortgage or deed of trust. Tenant shall at any time hereafter on demand execute any instruments, releases or other documents which may be required by any mortgagee for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage.

20. Mechanic's Liens. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the rentals payable under this Lease for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. Tenant will pay or cause to be paid all sums due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon. Tenant will discharge, by bond or otherwise, any mechanic's lien filed against the Premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to Tenant, within ten (10) days after filing. Tenant will indemnify, defend and hold Landlord harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises or under the terms of this Lease.

21. Notices. All notices, demands or requests which may or are required to be given by one party to the other under this Lease shall be given in writing and sent by United States Registered or Certified Mail, postage prepaid, return receipt requested, or nationally recognized overnight air carrier, and addressed to the Landlord's address or Tenant's address below, as the case may be. Notices shall be deemed to have been given upon receipt or attempted delivery where delivery is not accepted. Either party may change its address upon notice given to the other. Tenant shall also give default notices to Landlord's mortgagee after receiving notice from Landlord of the mortgagee's name and address.

To Landlord: Pierce Transit  
3701 96<sup>th</sup> St. SW  
Lakewood, WA 98499-4431  
Attn: Chief of Transit Police, Rod Baker

with a copy to: Pierce Transit  
3701 96<sup>th</sup> St. SW  
Lakewood, WA 98499-4431  
Attn: General Counsel, Dana Henderson

To Tenant: City of Lakewood  
6000 Main Street SW  
Lakewood, WA 98499  
Attn: Alice Bush, MCC

with a copy to: Lakewood Police Department  
9401 Lakewood Drive SW  
Lakewood, WA 98499  
Attn: Chief Bret Farrar

22. Hazardous Materials. Tenant shall not cause or permit the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as defined below) on, under, in, above, to, or from the Premises, the Building or the property on which the Building is located, other than in strict compliance with all applicable federal, state and local laws, regulations and orders. The term "Hazardous Materials" refers to any substances, materials, and wastes that are or become regulated as hazardous or toxic substances dangerous wastes, hazardous wastes, extremely hazardous wastes, special wastes or universal wastes under any applicable local, state or federal law, regulation or order. Tenant shall indemnify, defend and hold Landlord harmless from and against: (a) any loss, cost, expense, claim, or liability arising out of any investigation, monitoring, clean-up, containment, removal, storage, or restoration work required by, or incurred by Landlord or any nongovernmental entity or person in a reasonable belief that such work is required by any applicable federal, state or local law, governmental agency, or political subdivision ("Remedial Work"); and (b) any claims of third parties for loss, injury, expense, or damage arising out of the presence, release or discharge of any Hazardous Material on, under, in, above, to, or from the Premises during the term of this Lease. If any Remedial Work is required under any applicable federal, state or local law during the term of this Lease, Tenant shall perform or cause to be performed the Remedial Work in compliance with such law, regulation or order. All Remedial Work shall be performed by one or more contractors under the supervision of a consulting engineer, each selected by Tenant and approved in advance in writing by Landlord. If Tenant does not commence the Remedial Work in a timely fashion or does not diligently prosecute the Remedial Work to completion, Landlord may, but shall not be required to, cause the Remedial Work to be performed, subject fully to the indemnification of this Article 23. The foregoing indemnification obligation shall survive termination of this Lease.

23. Miscellaneous.

23.1 Binding Effect. This Lease shall apply to, inure to the benefit of, and be binding upon, the parties and their respective heirs, legal representatives, successors and permitted assigns, except as otherwise expressly provided in this Lease. Landlord shall have the right to assign any of its rights and obligations under this Lease. This Lease may be executed in counterparts for the convenience of the parties.

23.2 Tenant's Authority. Tenant represents and warrants that it is duly authorized to enter into this Lease.

23.3 Captions, Governing Law, and Forum Selection. The captions inserted in this Lease are for convenience only, they in no way define, limit or otherwise describe the scope or intent of this Lease, and shall not be used to interpret or construe this Lease. This Lease shall be governed by the laws of the State of Washington and any dispute arising under or in connection with this Lease or related to any matter which is the subject of this Lease shall be subject to the exclusive jurisdiction of the Pierce County Superior Court in Tacoma, Washington.

23.4 Amendment. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties.

23.5 Survival. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease and the indemnity provisions shall survive the expiration or earlier termination of the Term hereof, including without limitation all payment obligations with respect to taxes and insurance and all obligations concerning the condition of the Premises.

23.6 Severability. If any clause or provision of this Lease is found to be illegal, invalid or unenforceable, then the remainder of this Lease shall not be affected thereby.

23.7 No Offer. Submission of this Lease for examination or signature by Tenant does not constitute a reservation of or option to Lease, and it is not effective as a Lease or otherwise until execution by and delivery to both Landlord and Tenant.

23.8 Effective Date. All references in this Lease to "the date" of this Lease or similar references shall be deemed to refer to the last date on which all parties have executed this Lease.

23.9 Time. Time is of the essence of this Lease with respect to the performance of every provision in which time of performance is a factor.

23.10 Recording. Neither party shall record this Lease or a memorandum thereof without the consent of the other party.

23.11 Light and Air. This Lease does not grant any right of access to light, air or view over the Premises, and Landlord shall not be liable from any diminution of light, air or view by an adjacent structure or vegetation.

23.12 Merger. This Lease supersedes any and all other agreements, either oral or in writing, between the parties with respect to the Premises and contains all of the covenants and agreements and other obligations between the parties with respect to the Premises.

24. Liability of Landlord. If Landlord sells or transfers the Premises, Landlord, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Lease if Landlord's successor has assumed in writing, for the benefit of Tenant,

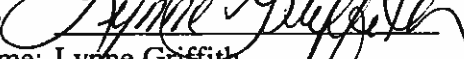
Landlord's obligations under this Lease. If any security deposit or prepaid rent has been paid by Tenant, Landlord shall transfer such security deposit or prepaid rent to Landlord's successor and on such transfer Landlord shall be discharged from any further liability with respect to such security deposit or prepaid rent. Tenant agrees that no officer, employee, agent, or individual partner of Landlord, or its constituent entities, shall be personally liable for any obligation of Landlord under this Lease, and that Tenant must look solely to the interest of Landlord, or its constituent entities in the subject real estate, for the enforcement of any claims against Landlord arising under or in connection with this Lease.

*Signatures Appear on Following Page*

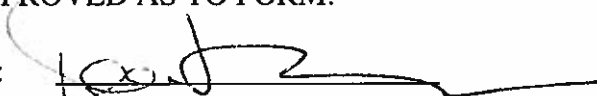
IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

**LANDLORD:**

PIERCE COUNTY PUBLIC TRANSPORTATION  
BENEFIT AREA CORPORATION,  
a Washington municipal corporation.

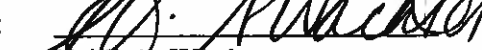
By:   
Name: Lynne Griffith  
Title: Chief Executive Officer  
Date: August 29, 2013

**APPROVED AS TO FORM:**


By:   
Name: Dana Henderson  
Title: General Counsel  
Date: August 29, 2013

**TENANT:**

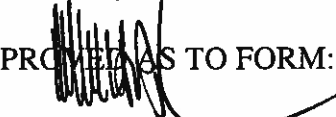
CITY OF LAKEWOOD,  
a Washington municipal corporation.

By:   
Name: Heidi A. Wachter  
Title: Interim City Manager  
Date: 9-3-13

**ATTEST:**

By:   
Name: Alice Bush  
Title: Master City Clerk  
Date: 9-3-13

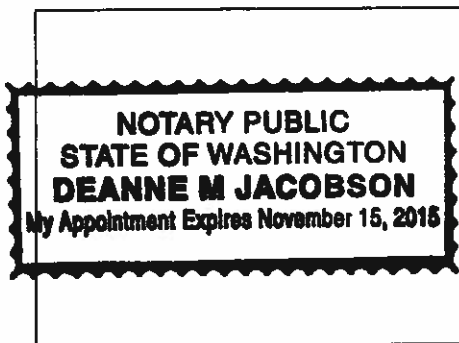
**APPROVED AS TO FORM:**

By:   
Name: Matthew S. Kaser  
Title: Acting City Attorney  
Date: 30 Aug 2013

STATE OF Washington )  
 ) ss.  
 COUNTY OF Pierce )

I certify that I know or have satisfactory evidence that Lynne Griffith is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the CEO of Pierce Transit to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/29/13



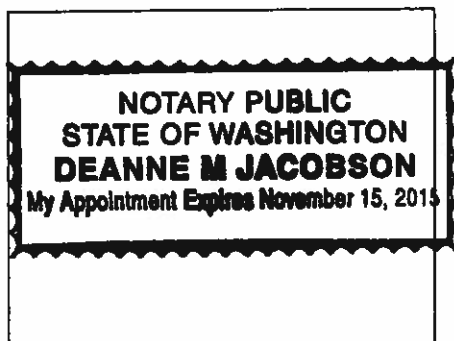
(Use this space for notarial stamp/seal)

Deanne M. Jacobson  
 Notary Public  
 Print Name Deanne M. Jacobson  
 My commission expires 11-15-2015

STATE OF Washington )  
 ) ss.  
 COUNTY OF Pierce )

I certify that I know or have satisfactory evidence that Dana Henderson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the General Counsel of Pierce Transit to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/29/13



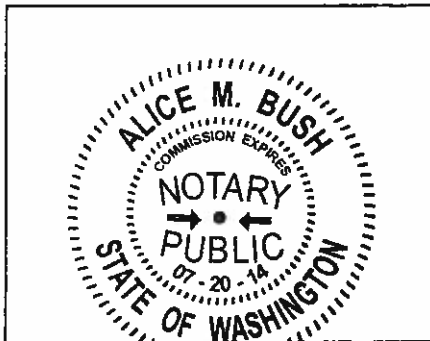
(Use this space for notarial stamp/seal)

Deanne M. Jacobson  
 Notary Public  
 Print Name Deanne M. Jacobson  
 My commission expires 11-15-2015

STATE OF Washington )  
 ) ss.  
COUNTY OF Pierce )

I certify that I know or have satisfactory evidence that Heidi Wachter is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Interim City Manager of City of Lakewood to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9-3-13



(Use this space for notary stamp/seal)

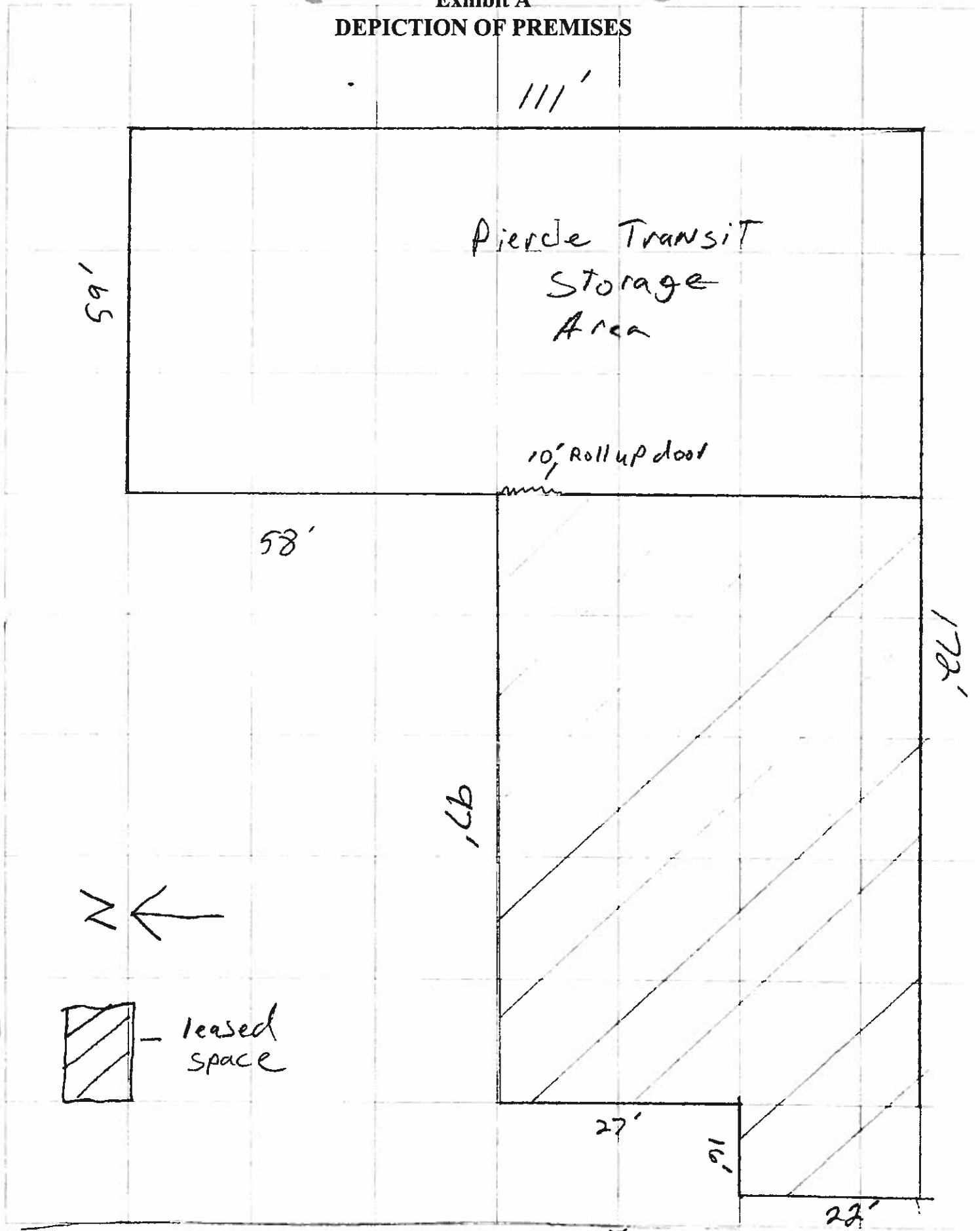
Alice M. Bush  
Notary Public

Print Name

ALICE M. BUSH

My commission expires 7-20-14

DEPICTION OF PREMISES



**Exhibit B**  
**LEGAL DESCRIPTION OF LAND**

Exhibit B



**The Andover Company, Inc.**  
415 Baker Boulevard, Suite 200  
Tukwila, WA 98188  
Phone: (206) 244-0770  
Fax: (206) 246-9229

© Commercial Brokers  
Association 2011  
ALL RIGHTS RESERVED



CBA Form PB-1A  
Purchase & Sale Agreement  
Rev. 1/2011  
Page 13 of 14

**COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT  
(CONTINUED)**

**EXHIBIT A \***  
[Legal Description]

Lot 2, Pierce County Short Plat No. 76-142, as recorded March 30, 1976 in Volume 8 of Short Plats at Page 12, records of Pierce County Auditor;

Except that portion lying within the plat of Lakeview Commercial Park, according to plat recorded in Book 50 of plats at pages 5, 6 and 7, records of Pierce County Auditor;

Situate in the City of Lakewood, County of Pierce, State of Washington.

See Exhibit "A" attached hereto and made a part hereof by reference for exceptions to title.

Tax Parcel Number(s): 0220368002

Dated: September 27, 2007

INITIALS: Buyer [Signature] Date 8/10/11 Seller [Signature] Date 8-11-11  
Buyer [Signature] Date 8/12/11 Seller \_\_\_\_\_ Date \_\_\_\_\_

Exhibit B  
**LEGAL DESCRIPTION OF LAND**

Exhibit B



The Andover Company, Inc.  
415 Baker Boulevard, Suite 200  
Tukwila, WA 98188  
Phone: (206) 244-0770  
Fax: (206) 246-9229

© Commercial Brokers  
Association 2011  
ALL RIGHTS RESERVED



CBA Form PS-1A  
Purchase & Sale Agreement  
Rev. 1/2011  
Page 14 of 14

**COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT  
(CONTINUED)**

- \* To ensure accuracy in the legal description, consider substituting the legal description contained in the preliminary commitment for title insurance or a copy of the Property's last vesting deed for this page. Do not neglect to label the substitution "Exhibit A." You should avoid transcribing the legal description because any error in transcription may render the legal description inaccurate and this Agreement unenforceable.

**EXHIBIT 'A'**

**EXCEPTIONS TO TITLE:**

1. RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON RECORDED UNDER RECORDING NO. 1350325, RESERVING TO THE GRANTOR ALL OIL, GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, DEVELOPING AND WORKING THE SAME, AND PROVIDING THAT SUCH RIGHTS SHALL NOT BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY.

RIGHT OF STATE OF WASHINGTON OR ITS SUCCESSORS, SUBJECT TO PAYMENT OF COMPENSATION THEREFOR, TO ACQUIRE RIGHTS-OF-WAY FOR PRIVATE RAILROADS, SKID ROADS, FLUMES, CANALS, WATER COURSES OR OTHER EASEMENTS FOR TRANSPORTING AND MOVING TIMBER, STONE, MINERALS AND OTHER PRODUCTS FROM THIS AND OTHER LAND, AS RESERVED IN DEED REFERRED TO ABOVE.

2. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY THE SHORT PLAT RECORDED UNDER RECORDING NO. 76-142.


THIS POLICY DOES NOT INSURE THAT THE LAND DESCRIBED IN SCHEDULE A IS BENEFITED BY EASEMENTS, COVENANTS OR OTHER APPURTENANCES SHOWN ON THE PLAT OR SURVEY TO BENEFIT OR BURDEN REAL PROPERTY OUTSIDE THE BOUNDARIES OF SAID LAND.

INITIAL

AMENDED BY THE PLAT OF LAKEVIEW COMMERCIAL PARK IN VOLUME 50 OF PLATS AT PAGES 5, 6 AND 7:

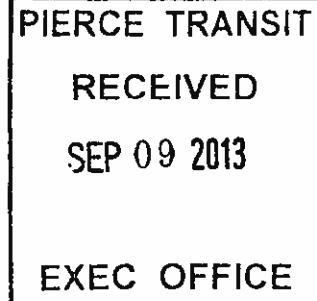
RECORDED:  
RECORDING NO.:

NOVEMBER 20, 1976  
2703518

 8-11-11



September 4, 2013



Don Anderson  
Mayor

Jason Whalen  
Deputy Mayor

Mary Moss  
Councilmember

Michael D. Brandstetter  
Councilmember

Helen Pilant  
Councilmember

Marie Barth  
Councilmember

Paul Bocchi  
Councilmember

John Caulfield  
City Manager

Deanne Jacobson, Clerk of the Board  
Pierce Transit  
P.O. Box 99070  
Lakewood, WA 98496

Dear Ms. Jacobson:

Enclosed is the executed original agreement between Pierce Transit and the City of Lakewood relating to the lease of Pierce Transit building at 9421 39<sup>th</sup> Ave Ct SW.

If you should have any questions, please call me at 253-589-2489.

Sincerely,

Alice M. Bush, MMC  
City Clerk

**AMENDMENT OF LEASE AGREEMENT  
ALLOWING FOR EARLY TERMINATION**

This Amendment to the Parties' LEASE AGREEMENT ("Lease") executed on August 29, 2013 and attached hereto as Attachment 1 is made as of October 14, 2014 by and between PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION, a Washington municipal corporation ("Landlord") and the CITY OF LAKEWOOD, a Washington municipal corporation ("Tenant-Lakewood").

**Recitals**

The Premises at issue are more fully described in Attachment 2 hereto and are located at 9421 39th Avenue Court SW, Lakewood, WA 98499.

Tenant-Lakewood is requesting early termination of the Lease to allow the City of Fife to assume the Premises since Tenant-Lakewood no longer administers and leads the Pierce County Auto Theft Task Force; the City of Fife ("Tenant-Fife") has agreed to assume a new lease of the Premises on terms acceptable to Landlord.

The Lease provides for amendment upon execution of an instrument in writing signed by both parties.

As such, this amendment to the Lease is necessary confirm the termination of Lease dated 29th day of August, 2013, between the City of Lakewood ("Tenant-Lakewood") and Pierce County Public Transportation Benefit Area Corporation ("Landlord") to allow the City of Fife ("Tenant-Fife") to assume tenancy of the Premises.

**Amendment Terms**

1. This Early Termination addendum is made this 14th day of October, 2014; it is added to and amends § 1.2 of the Lease, dated 29th day of August, 2013, by and between City of Lakewood as Tenant(s) and Pierce County Public Transportation Benefit Area Corporation as Landlord(s).

2. The parties agree that the "Lease Term" end date as described in the original § 1.2 is hereby amended from August 31, 2015 to October 14, 2014.

3. No security deposit has been placed or paid with the Landlord, therefore, there is no expectation of a refund. As long as the Premises are returned in clean and undamaged condition there will be no charges for cleaning and/or repairing/replacing damages. Tenant-Lakewood agrees to return the premises as agreed in the original Lease dated 29th day of August, 2013 as of 7:00 PM October 14, 2014.

4. The parties agree that Tenant-Lakewood will vacate the above listed premises on or before 7:00 PM on October 14, 2014. Tenant-Lakewood agrees that all property and/or belongings of Tenant-Lakewood will be removed by that time and that Tenant-Lakewood will no longer be able to gain access to the Premises after this date and time.

5. The parties agree that the new tenant(s), City of Fife ("Tenant-Fife"), may take possession of the above listed premises on October 14, 2014 at 7:01 PM.

The parties have entered into this Amendment to the Lease on the date stated, and acknowledge receipt of a copy hereof.

**LANDLORD:**

PIERCE COUNTY PUBLIC TRANSPORTATION  
BENEFIT AREA CORPORATION,  
a Washington municipal corporation.

By: \_\_\_\_\_  
Name: James L. Walton  
Title: Interim Chief Executive Officer  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Dana Henderson  
Title: General Counsel  
Date: \_\_\_\_\_

**TENANT**

CITY OF LAKEWOOD,  
a Washington municipal corporation.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## LEASE AGREEMENT

This LEASE AGREEMENT (the "Lease"), is made as of October 14, 2014 by and between PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION, a Washington municipal corporation ("Landlord") and the CITY OF FIFE, a Washington municipal corporation ("Tenant").

### 1. Premises and Term.

1.1 In consideration of the obligation of Tenant to pay rent as provided in this Lease, and in consideration of the other terms, provisions and covenants of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord those certain Premises [depicted on Exhibit A] attached (the "Premises"), within the building (the "Building") located at 9421 39th Avenue Court SW, Lakewood, Washington, 98499, together with all rights, privileges, easements and appurtenances belonging to or in any way appertaining to the Premises, which Premises are situated upon land described in Exhibit B attached. The Premises consist of approximately five thousand one hundred and five (5,105) square feet of rentable area. The Premises shall consist, generally, of all of the existing office space in the Building and the garage bay closest to the office space on the property.

1.2 The term of this Lease commences on October 14, 2014 (the "Commencement Date") and ends August 31, 2015 (the "Lease Term"). The parties may extend this lease on a month to month basis after the expiration of the Lease Term for up to twelve additional months, upon the written approval of both parties, and provided that Tenant provides confirmation that Tenant has been granted additional funding to administer and lead the Pierce County Auto Theft Task Force. If the parties extend this lease on a month to month basis, to terminate tenancy, the Landlord or Tenant must give the other party a written 30 day notice of Lease non-renewal. If the Tenant plans to leave on or after the first of any month, Tenant is responsible for that month's full rent.

1.3 The taking of possession by Tenant shall be deemed conclusively to establish that the Premises are in good and satisfactory condition, as of when possession was so taken. Tenant acknowledges that no representations as to the condition or repair of the Premises have been made by Landlord, unless expressly set forth in this Lease, and Tenant accepts the Premises "As Is" having had a full and complete opportunity to inspect the same. Tenant acknowledges that the Premises are not fully demised from the remainder of the Building and that Landlord shall have no obligation to demise the Premises from the remainder of the Building. Tenant shall have no right to occupy any portion of the Building except for the Premises for any purpose, including parking of vehicles or storage of personal property.

### 2. Base Rent and Security Deposit.

2.1 Subject to adjustment pursuant to Section 2.4 below, Tenant agrees to pay to Landlord rent for the Premises, in advance, without demand, deduction or set off, for the entire Lease Term at the annual rate of Seven Thousand Two Hundred and 00/100 Dollars (\$7,200.00), payable in equal monthly installments of Six Hundred and 00/100 Dollars (\$600.00) (the "Base

Rent”). One monthly installment shall be due and payable on the date of this Lease and a monthly installment shall be due and payable on or before the first day of each calendar month following the Commencement Date during the Lease Term, except that the rental payment for any fractional calendar month at the commencement or end of the Lease period shall be prorated on the basis of a thirty (30) day month.

2.2 All Base Rent and other payments required to be made by Tenant to Landlord shall be payable to Landlord at the address set forth in Article 21 or at such other address as Landlord may specify from time to time by written notice. Tenant's obligation to pay Base Rent and any other amounts to Landlord under the terms of this Lease shall not be deemed satisfied until such rent and other amounts have been actually received as good funds by Landlord.

2.3 Notwithstanding anything in Section 2.1 to the contrary, Landlord and Tenant acknowledge that the Base Rent set forth in Section 2.1 was established, in part, based on Landlord's good faith estimate of the utility charges likely to be incurred by Landlord as a result of Tenant's use of the Premises. If, at any time, and upon thirty (30) days' notice, Landlord reasonably determines that the actual average monthly utility charges incurred by Landlord as a result of Tenant's occupancy of the Premises exceeds \$600.00, and Landlord provides to Tenant utility bills and other documentation reasonably acceptable to Tenant demonstrating the same, the Base Rent payable for the remaining Lease Term shall be increased by a) an amount sufficient to fully reimburse Landlord for all past utility charges incurred by Landlord as a result of Tenant's occupancy of the Premises; and by b) by an amount sufficient to cover Tenant's continued occupancy of the Premises for the remainder of the entire Lease Term. The provisions of this Section 2.3 shall be self-effective and no further action of the parties shall be necessary to effectuate the increase in Base Rent described herein. In no event shall the Base Rent be reduced as a result of the application of this Section 2.3.

3. Use. The Premises shall be used only for general office purposes relating to the operation of the Pierce County Auto Theft Task Force. Outside storage of vehicles, is permitted. Tenant shall at its own cost and expense obtain any and all licenses and permits necessary for its use of the Premises. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, including without limitation Title III of the Americans With Disabilities Act, and shall promptly comply with all governmental orders and directives including but not limited to those regarding the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Premises, nor take any other action that would constitute a nuisance or would disturb or endanger any other occupants of the Building or unreasonably interfere with their use of their respective premises. In addition to any other remedies Landlord may have for a breach by Tenant of the terms of this Article 3, Landlord shall have the right to have Tenant evicted from the Premises for a violation of the use provision. Without Landlord's prior written consent, Tenant shall not receive, store or otherwise handle any product, material or merchandise that is explosive or highly flammable. Tenant will not permit the Premises to be used for any purpose or in any manner (including without limitation any method of storage) that would render the insurance thereon void or materially increase the insurance risk. If Tenant's use of the Premises

results in an increase in insurance premiums, Tenant shall be solely responsible for and pay the increase within ten (10) days after the Landlord's demand therefor.

4. Taxes and Other Charges.

4.1 If at any time during the Lease Term, the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments, fees or charges levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents or the present or any future building or buildings, then all such taxes, assessments, fees or charges, or the part thereof so measured or based, shall be added to the Base Rent and shall be payable by Tenant.

4.2 Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable.

5. Tenant's Maintenance. Tenant shall at its own cost and expense keep and maintain all parts of the Premises (except those for which landlord is expressly responsible under the terms of this Lease) in good condition, promptly making all necessary repairs and replacements, including but not limited to, windows, glass and plate glass, doors, interior walls and finish work, floor and floor covering, replacement of light bulbs and tubes as necessary, regular removal of trash and debris, keeping the parking areas, driveways and the whole of the Premises in a clean and sanitary condition.

6. Landlord's Repairs. After notice from Tenant, Landlord shall repair the roof, exterior walls and foundations, sewage lines, plumbing, electrical systems, sprinklers, life safety systems, downspouts, gutters, heating and air conditioning systems, dock boards, truck doors, dock bumpers, paving, plumbing work and fixtures, termite and pest extermination, as and to the extent necessary to maintain the Building in structurally sound condition. Tenant shall pay for the cost of repairing any damage to such items to be maintained by Landlord caused by any act, omission or negligence of Tenant, or Tenant's employees, agents, licensees or invitees, or caused by Tenant's default under this Lease. The term "walls" as used here does not include windows, glass or plate glass, doors, special fronts or office entries. Tenant shall immediately give Landlord written notice of the need for repairs, after which Landlord shall have a reasonable opportunity and time to repair same.

7. Alterations. Tenant shall not make any alterations, additions or improvements to the Premises (including but not limited to roof and wall penetrations) without the prior written consent of Landlord, which Landlord may withhold in Landlord's sole and absolute discretion. Tenant may, without the consent of Landlord, but at its own cost and expense and in a good workmanlike manner erect such shelves, bins, machinery and trade fixtures as it may deem

advisable, without altering the character of the Premises or improvements and without overloading or damaging the Premises or improvements. Tenant shall comply with all applicable governmental laws, ordinances, regulations and other requirements, including without limitation Title III of The Americans With Disabilities Act. All alterations, additions, improvements and partitions erected by Tenant shall be and remain the property of Tenant during the Lease Term and Tenant shall, unless Landlord otherwise elects as provided below, remove all alterations, additions, improvements and partitions erected by Tenant and restore the Premises to their original condition by the date of termination of this Lease or upon earlier vacating of the Premises. However, if Landlord so elects prior to termination of this Lease or upon Tenant earlier vacating of the Premises, such alterations, additions, improvements and partitions as are designated by Landlord shall become the property of Landlord as of the date of termination of this Lease or upon Tenant earlier vacating the Premises and shall be delivered up to Landlord with the Premises. All shelves, bins, machinery and trade fixtures installed by Tenant may be removed by Tenant before the termination of this Lease if Tenant so elects, and shall be removed by the date of termination of this Lease or upon Tenant earlier vacating the Premises if required by Landlord. Upon any such removal Tenant shall restore the Premises to their original condition. All such removals and restoration shall be accomplished in good workmanlike manner so as not to damage the primary structure or structural qualities of the Building and other improvements.

8. Signs. Tenant shall not install exterior signs upon the Premises without Landlord's prior written approval, which may be withheld in Landlord's sole and absolute discretion. Tenant shall remove all such signs by the termination of this Lease. Such installations and removals shall be made so as to avoid injury or defacement of the Building and other improvements, and Tenant shall repair any injury or defacement, including without limitation discoloration, caused by such installation and/or removal.

9. Inspection.

9.1 Landlord's agent, designated herein as the Chief of Transit Police, or that agent's designee in the event of an emergency, shall have the right to enter and inspect the Premises at any reasonable time during business hours, for the purpose of ascertaining the condition of the Premises or in order to make repairs as may be required or permitted to be made by Landlord under the terms of this Lease. During the period that is six (6) months prior to the end of the Lease Term, Landlord and Landlord's agents and representatives shall have the right to enter the Premises at any reasonable time during business hours for the purpose of showing the Premises and shall have the right to erect on the Premises a suitable sign indicating the Premises are available.

9.2 Tenant shall give written notice to Landlord at least thirty (30) days before vacating the Premises and shall arrange to meet with Landlord for a joint inspection of the Premises before vacating. If Tenant does not give such notice or arrange such joint inspection, Landlord's inspection at or after Tenant vacates the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration. It shall be the responsibility of Tenant, before vacating the Premises, to clean and repair the Premises and restore them to the condition in which they were in upon delivery of the Premises to Tenant at

the Commencement Date, reasonable wear and tear excepted. Cleaning, repair and restoration shall include, but not be limited to, removal of all trash, cleaning and repainting of walls, where necessary, cleaning of carpet and flooring, replacement of light bulbs and tubes, cleaning and wiping down of all fixtures, maintenance and repair of all heating and air conditioning systems, and all similar work, which shall be done at the latest practical date prior to vacation of the Premises.

10. Utilities. Landlord shall provide water, electricity and gas service connections to the Premises. Landlord shall in no event be liable for any interruption or failure of utility services on the Premises.

11. Assignment and Subletting. Tenant shall not have the right, voluntarily or involuntarily, to assign, convey, transfer, mortgage or sublet the whole or any part of the Premises under this Lease without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

12. Fire and Casualty Damage and Insurance.

12.1 Tenant shall notify Landlord immediately after a casualty occurs to the Premises. If in connection with any casualty affecting the Premises or the Building: (a) more than ten percent (10%) of the Building is damaged by fire or other casualty; (b) the casualty is not insured; (c) the cost of restoration would exceed the insurance proceeds; or (d) rebuilding or repairs cannot in Landlord's estimation be completed within one hundred eighty (180) days after the occurrence of the casualty, then Landlord may elect to terminate this Lease effective upon the date of the occurrence of such damage. Landlord shall give notice to Tenant in writing of its election to terminate this Lease within sixty (60) days following the date of the occurrence of such damage.

12.2 If this Lease is not terminated by Landlord pursuant to Section 12.1, Landlord shall at its sole cost and expense to the extent of any available insurance proceeds rebuild and repair the Building with reasonable diligence to substantially the condition in which it existed prior to such damage, except that Landlord shall not be required to rebuild, repair or replace any part of the partition, fixtures, additions and other improvements which may have been placed in, or about the Premises by Tenant which shall be restored and repaired by Tenant at its sole cost and expense. If the Premises are untenable in whole or in part following such damage, the Base Rent payable during the period in which they are untenable shall be reduced to such extent as may be fair and reasonable under all of the circumstances. If Landlord does not complete such repairs and rebuilding within one hundred eighty (180) days after the occurrence of the casualty, Tenant may at its option terminate this Lease by delivering written notice of termination to Landlord within ten (10) days after the conclusion of such one hundred eighty (180) day period as Tenant's exclusive remedy.

12.3 Tenant shall, during the Term and any other period of occupancy, at its sole cost and expense, keep in full force and effect the following insurance:

12.3.1 Commercial General Liability Insurance and/or public entity self-insured retention (“SIR”) adequate to insure Tenant against any liability arising out of lease, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance or SIR shall be in the amount of not less than Two Million Dollars (\$2,000,000) Combined Single Limit for injury to, or death of one or more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence. The policy or SIR shall insure the hazards of premises and operations, independent contractors, contractual liability (covering the indemnity contained in Article 13 hereof) and commercial policies shall (a) name Landlord as an additional insured, and (b) contain a severability of interests provision, a provision that the insurance provided to Landlord as additional insured shall be primary to and not contributory with insurance maintained by Landlord, and a provision that an act or omission of one of the insureds or additional insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to the other named and additional insureds. Evidence of insurance pursuant to this provision shall be provided to Landlord in the form of certification or affirmation of SIR no later than fifteen (15) days after execution of this Lease.

12.3.2 First party property insurance sufficient to cover all of Tenant’s property, possessions and equipment located in or on the Premises from loss, theft, or damage. It is Tenant’s responsibility to insure its own property, and Landlord may not be held responsible or liable for loss, theft, or damage to Tenant’s property.

12.3.3 Any other forms of insurance and in such amounts as Landlord or any mortgagees of Landlord may reasonably require from time to time.

All policies shall be written in a form satisfactory to Landlord and shall be taken out with insurance companies holding a General Policyholders Rating of “A” or higher, as set forth in the most current issue of Best’s Insurance Guide. Within ten (10) days after the execution of the Lease, but in any event before Tenant occupies the Premises, Tenant shall deliver to Landlord copies of policies or certificates evidencing the existence of the amounts and forms of coverage satisfactory to Landlord, which shall be kept current throughout the Lease Term. No policy shall be subject to cancellation or reduction in coverage except after thirty (30) days prior written notice to Landlord. Tenant shall at least ten (10) days before expiration of such policies, furnish Landlord with renewals or “binders” thereof, or Landlord may order such insurance and charge the cost thereof to Tenant as additional rent.

12.4 Each party waives and releases claims arising in any manner in its (“Injured Party's”) favor and against the other party for loss or damage to Injured Party's property located within or constituting a part or all of the Premises. This waiver applies to the extent the loss or damage is covered by: (a) the Injured Party's insurance; or (b) the insurance the Injured Party is required to carry under this Article 12, whichever is greater. This waiver applies whether or not the loss is due to the negligent acts or omissions of Landlord or Tenant, or their respective officers, directors, employees, agents, contractors, or invitees. This waiver and release extends to anyone claiming through or under a party as a result of a right of subrogation. This waiver and release does not apply to claims caused by a party's willful misconduct. Each party shall obtain from its insurance carrier a waiver of subrogation as a clause in or endorsement to its policy, provided however, that the endorsement shall not be required if the applicable

policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable.

13. Indemnity.

13.1 Landlord shall not be liable to Tenant or Tenant's employees, agents, servants, guests, invitees or visitors, or to any other person for any injury to person or damage to property on or about the Premises, resulting from and/or caused in part or whole by the negligence or misconduct of Tenant, its employees, agents, servants, guests, invitees, and visitors, or of any other person entering upon the Premises, or caused by the Building and improvements located on the Premises becoming out of repair, or caused by leakage of fuel, oil, water or steam or by electricity emanating from the Premises, or due to any other cause except injury to persons or damage to property caused by the gross negligence or willful misconduct of Landlord.

13.2 Subject to the waiver in Section 12.4, Tenant shall indemnify and hold harmless Landlord from claims, suits, actions, or liabilities for personal injury, death or for loss or damage to property that arises out of (a) any activity, work or thing permitted or suffered to be done by Tenant or any of its employees, agents, contractors, or invitees at the Premises, or (b) the negligence or willful misconduct of Tenant, its employees, agents, contractors, or invitees, or (c) any breach or default by Tenant in the performance of any obligation on Tenant's part to be performed under this Lease.

This indemnity does not apply (x) to claims, suits, actions or liabilities to the extent they are caused by the negligent acts or omissions or willful misconduct of Landlord, its employees, agents, contractors, or invitees, (y) to damage, claims, suits, actions or liabilities waived under Section 12.4, or (z) to the indemnity in Article 23.

In the absence of comparative or concurrent negligence on the part of Landlord, its agents, their affiliates and subsidiaries, or their respective directors, employees or contractors the foregoing indemnity shall also include reasonable costs, expenses and attorney's fees incurred in connection with any indemnified claim or incurred by Landlord in successfully establishing the right to indemnity. Tenant shall have the right to assume the defense of any claim subject to this indemnity. Landlord agrees to cooperate fully with Tenant and Tenant's counsel in any matter where Tenant elects to defend, provided Tenant promptly reimburses Landlord for reasonable costs and expenses incurred in connection with its duty to cooperate.

The foregoing indemnity is conditioned upon Landlord providing prompt notice to Tenant of any claim or occurrence that is likely to give rise to a claim, suit, action or liability that will fall within the scope of the foregoing indemnity, along with sufficient details that will enable Tenant to make a reasonable investigation of the claim.

When the claim is caused by the joint negligence or willful misconduct of Tenant and Landlord or Tenant and a third party unrelated to Tenant (except Tenant's agents, officers, employees or invitees), Tenant's duty to indemnify and defend shall be proportionate to Tenant's allocable share of joint negligence or willful misconduct.

13.3 Subject to the waiver in Section 12.4, Landlord shall indemnify and hold harmless Tenant from claims, suits, actions, or liabilities for personal injury, death or for loss or damage to property that arises from (a) the negligence or willful misconduct of Landlord, its employees, agents or contractors; or (b) any breach or default by Landlord in the performance of any obligation on Landlord's part to be performed under this Lease.

This indemnity does not apply to claims, suits, actions or liabilities to the extent they are caused by the negligent acts or omissions or willful misconduct of Tenant, its agents, employees, contractors or invitees, to damage, claims, suits, actions or liabilities waived under Section 12.4.

In the absence of comparative or concurrent negligence on the part of Tenant, its agents, their affiliates and subsidiaries, or their respective directors, employees or contractors the foregoing indemnity shall also include reasonable costs, expenses and attorney's fees incurred in connection with any indemnified claim or incurred by Tenant in successfully establishing the right to indemnity. Landlord shall have the right to assume the defense of any claim subject to this indemnity with counsel reasonably satisfactory to Tenant. Tenant agrees to cooperate fully with Landlord and Landlord's counsel in any matter where Landlord elects to defend, provided Landlord shall promptly reimburse Tenant for reasonable costs and expenses incurred in connection with its duty to cooperate.

The foregoing indemnity is conditioned upon Tenant providing prompt notice to Landlord of any claim or occurrence that is likely to give rise to a claim, suit, action or liability that will or may fall within the scope of the foregoing indemnity, along with sufficient details that will enable Landlord to make a reasonable investigation of the claim.

When a claim is caused by the joint negligence or willful misconduct of Tenant and Landlord or Landlord and a third party unrelated to Landlord (except Landlord's agents, officers, employees or invitees), Landlord's duty to indemnify and defend shall be proportionate to Landlord's allocable share of joint negligence or willful misconduct.

13.4 The indemnification obligations contained in this Article 13 shall not be limited by any worker's compensation, benefit or disability laws, and each indemnifying party hereby waives any immunity that said indemnifying party may have under the Industrial Insurance Act, Title 51 RCW and similar worker's compensation, benefit or disability laws.

13.5 LANDLORD AND TENANT ACKNOWLEDGE BY THEIR EXECUTION OF THIS LEASE THAT EACH OF THE INDEMNIFICATION PROVISIONS OF THIS LEASE (SPECIFICALLY INCLUDING BUT NOT LIMITED TO THOSE RELATING TO WORKER'S COMPENSATION BENEFITS AND LAWS) WERE SPECIFICALLY NEGOTIATED AND AGREED TO BY LANDLORD AND TENANT.

13.6 THE INDEMNIFICATION OBLIGATION HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

14. Condemnation.

14.1 If all or any substantial part of the Premises is taken for any public or quasi-public use under government law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof and the taking would prevent or materially interfere with the use of the Premises for the purpose for which they are being leased, this Lease shall terminate when the physical taking of said Premises occurs.

14.2 If part of the Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease is not terminated as provided in Section 14.1, this Lease shall not terminate but the Basic Rent payable during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances.

14.3 Landlord shall receive the entire award for any such taking or private purchase in lieu thereof. Tenant shall be entitled to make a claim in any condemnation proceedings that does not reduce the amount of Landlord's award, and for the value of any furniture, furnishings and fixtures installed by and at the sole expense of Tenant.

15. Holding Over. Tenant will, at the termination of this Lease, by lapse of time or otherwise, immediately yield possession to Landlord. If Landlord agrees in writing that Tenant may hold over after the expiration or termination of this Lease, unless the parties otherwise agree in writing on the terms of such holding over, the hold over tenancy shall be subject to termination by Landlord or by Tenant at any time upon not less than thirty (30) days advance written notice, and all of the other terms and provisions of this Lease shall be applicable during that period except that Tenant shall pay Landlord monthly, as rental for the period of any hold over, an amount equal to one and one-half (1½) the Base Rent in effect on the termination date, plus all additional rental as defined herein. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided. The provisions of this Article 15 shall not be construed as Landlord's consent for Tenant to hold over.

16. Quiet Enjoyment. Landlord covenants that it has good title to the Premises, free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due, zoning ordinances and other building and fire ordinances and government regulations relating to the use of such property, and easements, restrictions and other conditions of record. Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rent and performing its other covenants and agreements set forth in this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the term without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

17. Events of Default. "Events of Default" by Tenant under this Lease include, but are not limited to the following:

(a) Tenant does not pay any installment of the Base Rent or other payments owed Landlord when due, and such failure shall continue for a period of five (5) days from the date such payment was due;

(b) Tenant does not comply with any term, provision or covenant of this Lease (other than as described in Section 17(a)), and does not cure such failure within thirty (30) days after written notice of the breach is given to Tenant (or if the breach requires longer than thirty (30) days to cure, Tenant fails to start curing within thirty (30) days after receipt of written notice and to promptly and diligently prosecute the cure to completion);

(c) Tenant becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors;

(d) The filing by or against Tenant of a petition to have Tenant adjudged bankrupt or a petition for reorganization under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the petition is dismissed within sixty (60) days);

(e) A receiver or trustee is appointed for all or substantially all of the assets of Tenant; and

(f) Tenant vacates any substantial portion of the Premises.

18. Remedies. Upon the occurrence of any Event of Default, as described in Article 17, Landlord shall have the option to pursue any one or more of the following remedies without notice or demand.

18.1 Accelerate all rent payments under the Lease which shall then become immediately due and payable.

18.2 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy it may have for possession or unpaid rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, and Tenant agrees to pay to Landlord on demand the amount of all loss and damage Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

18.3 Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, and relet the Premises for such terms ending before, on or after the expiration date of the Lease Term, at such rentals and upon such other conditions (including concessions and prior occupancy periods) as Landlord in its sole discretion may determine, and receive the rent therefor; and Tenant agrees to pay to the Landlord on demand any deficiency that may arise by reason of such reletting. Landlord shall have no obligation to relet the Premises or any part thereof and shall not be liable for refusal or failure to relet or in the event of reletting for refusal or failure to collect any rent due upon such reletting. If Landlord is successful in reletting the Premises at a rental in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, Landlord and Tenant agree that Tenant shall not be entitled, under any circumstances, to the excess rental, and Tenant specifically waives any claim to the excess rental.

18.4 Enter upon the Premises, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by the negligence of Landlord or otherwise.

18.5 Whether or not Landlord retakes possession or relets the Premises, Landlord shall have the right to recover unpaid rent and all damages caused by Tenant's default, including attorney's fees. Damage shall include, without limitation: all rentals lost, all legal expenses and other related costs incurred by Landlord following Tenant's default, all costs incurred by Landlord in restoring the Premises to good order and condition, or in remodeling, renovating or otherwise preparing the Premises for reletting, all costs (including without limitation any brokerage commissions and the value of Landlord's time) incurred by Landlord, plus interest thereon from the date of expenditure until fully repaid at the rate of twelve percent (12%) per annum (the "Default Rate").

18.6 If Tenant does not pay any installment of Basic Rent or other charges owed Landlord under this Lease as and when due, to help defray the additional cost to Landlord for processing late payments Tenant shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of the payment. The late charge shall be in addition to all of Landlord's other rights and remedies under this Lease or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. If any Base Rent, additional rent or any other sums payable hereunder by Tenant are not paid within thirty (30) days after any such Base Rent or other sum becomes due, then in addition to the above-stated late charge, Tenant shall pay Landlord interest at twelve percent (12%) on all sums due and not paid at the Default Rate.

18.7 To the extent not prohibited by law, pursuit of one remedy shall not preclude pursuit of any other remedies, such remedies being cumulative and non-exclusive, nor shall pursuit of any remedy constitute a forfeiture or waiver of any rent due Landlord or of any damages accruing to Landlord by reason of Tenant's breach of this Lease. No act or thing done by the Landlord or its agents during the Lease Term shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises. No agreement to terminate this Lease or accept a surrender of said Premises shall be valid unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms of this Lease. Landlord's acceptance of the payment of rental or other payments after the occurrence of an Event of Default shall not be deemed or construed as a waiver of such default, or as an accord and satisfaction. Forbearance by Landlord to enforce one or more of the remedies upon an Event of Default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any remedies with respect to such default or any subsequent default.

18.8 If Landlord employs the services of an attorney in connection with an Event of Default by Tenant under this Lease, or if either party brings an action or proceeding

against the other party arising out of or concerning performance or interpretation of this Lease, the prevailing party shall be entitled to recover from the other party its attorneys fees and costs.

19. Mortgages. Tenant accepts this Lease subject and subordinate to any mortgage(s) and/or deed(s) of trust now or at any time hereafter constituting a lien or charge upon the Premises or the improvements situated thereon, provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease superior to any such instrument, then by notice to Tenant from such mortgagee, trustee or holder, this Lease shall be deemed superior to such lien, whether this Lease was executed before or after said mortgage or deed of trust. Tenant shall at any time hereafter on demand execute any instruments, releases or other documents which may be required by any mortgagee for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage.

20. Mechanic's Liens. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature upon, or in any manner to bind, the interest of Landlord in the Premises or to charge the rentals payable under this Lease for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. Tenant will pay or cause to be paid all sums due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon. Tenant will discharge, by bond or otherwise, any mechanic's lien filed against the Premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to Tenant, within ten (10) days after filing. Tenant will indemnify, defend and hold Landlord harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises or under the terms of this Lease.

21. Notices. All notices, demands or requests which may or are required to be given by one party to the other under this Lease shall be given in writing and sent by United States Registered or Certified Mail, postage prepaid, return receipt requested, or nationally recognized overnight air carrier, and addressed to the Landlord's address or Tenant's address below, as the case may be. Notices shall be deemed to have been given upon receipt or attempted delivery where delivery is not accepted. Either party may change its address upon notice given to the other. Tenant shall also give default notices to Landlord's mortgagee after receiving notice from Landlord of the mortgagee's name and address.

To Landlord: Pierce Transit  
3701 96<sup>th</sup> St. SW  
Lakewood, WA 98499-4431  
Attn: Chief Operations Officer

with a copy to: Pierce Transit  
3701 96<sup>th</sup> St. SW  
Lakewood, WA 98499-4431

Attn: General Counsel

To Tenant: City of Fife  
5411 23<sup>rd</sup> St East  
Fife, WA 98424  
Attn: City Manager David K. Zabell

with a copy to: Fife Police Department  
3737 Pacific Hwy East  
Fife, WA 98424  
Attn: Assistant Chief Mark Mears

22. Hazardous Materials. Tenant shall not cause or permit the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as defined below) on, under, in, above, to, or from the Premises, the Building or the property on which the Building is located, other than in strict compliance with all applicable federal, state and local laws, regulations and orders. The term "Hazardous Materials" refers to any substances, materials, and wastes that are or become regulated as hazardous or toxic substances dangerous wastes, hazardous wastes, extremely hazardous wastes, special wastes or universal wastes under any applicable local, state or federal law, regulation or order. Tenant shall indemnify, defend and hold Landlord harmless from and against: (a) any loss, cost, expense, claim, or liability arising out of any investigation, monitoring, clean-up, containment, removal, storage, or restoration work required by, or incurred by Landlord or any nongovernmental entity or person in a reasonable belief that such work is required by any applicable federal, state or local law, governmental agency, or political subdivision ("Remedial Work"); and (b) any claims of third parties for loss, injury, expense, or damage arising out of the presence, release or discharge of any Hazardous Material on, under, in, above, to, or from the Premises during the term of this Lease. If any Remedial Work is required under any applicable federal, state or local law during the term of this Lease, Tenant shall perform or cause to be performed the Remedial Work in compliance with such law, regulation or order. All Remedial Work shall be performed by one or more contractors under the supervision of a consulting engineer, each selected by Tenant and approved in advance in writing by Landlord. If Tenant does not commence the Remedial Work in a timely fashion or does not diligently prosecute the Remedial Work to completion, Landlord may, but shall not be required to, cause the Remedial Work to be performed, subject fully to the indemnification of this Article 23. The foregoing indemnification obligation shall survive termination of this Lease.

23. Miscellaneous.

23.1 Binding Effect. This Lease shall apply to, inure to the benefit of, and be binding upon, the parties and their respective heirs, legal representatives, successors and permitted assigns, except as otherwise expressly provided in this Lease. Landlord shall have the right to assign any of its rights and obligations under this Lease. This Lease may be executed in counterparts for the convenience of the parties.

23.2 Tenant's Authority. Tenant represents and warrants that it is duly authorized to enter into this Lease.

23.3 Captions, Governing Law, and Forum Selection. The captions inserted in this Lease are for convenience only, they in no way define, limit or otherwise describe the scope or intent of this Lease, and shall not be used to interpret or construe this Lease. This Lease shall be governed by the laws of the State of Washington and any dispute arising under or in connection with this Lease or related to any matter which is the subject of this Lease shall be subject to the exclusive jurisdiction of the Pierce County Superior Court in Tacoma, Washington.

23.4 Amendment. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties.

23.5 Survival. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease and the indemnity provisions shall survive the expiration or earlier termination of the Term hereof, including without limitation all payment obligations with respect to taxes and insurance and all obligations concerning the condition of the Premises.

23.6 Severability. If any clause or provision of this Lease is found to be illegal, invalid or unenforceable, then the remainder of this Lease shall not be affected thereby.

23.7 No Offer. Submission of this Lease for examination or signature by Tenant does not constitute a reservation of or option to Lease, and it is not effective as a Lease or otherwise until execution by and delivery to both Landlord and Tenant.

23.8 Effective Date. All references in this Lease to "the date" of this Lease or similar references shall be deemed to refer to the last date on which all parties have executed this Lease.

23.9 Time. Time is of the essence of this Lease with respect to the performance of every provision in which time of performance is a factor.

23.10 Recording. Neither party shall record this Lease or a memorandum thereof without the consent of the other party.

23.11 Light and Air. This Lease does not grant any right of access to light, air or view over the Premises, and Landlord shall not be liable from any diminution of light, air or view by an adjacent structure or vegetation.

23.12 Merger. This Lease supersedes any and all other agreements, either oral or in writing, between the parties with respect to the Premises and contains all of the covenants and agreements and other obligations between the parties with respect to the Premises.

24. Liability of Landlord. If Landlord sells or transfers the Premises, Landlord, on consummation of the sale or transfer, shall be released from any liability thereafter accruing

under this Lease if Landlord's successor has assumed in writing, for the benefit of Tenant, Landlord's obligations under this Lease. If any security deposit or prepaid rent has been paid by Tenant, Landlord shall transfer such security deposit or prepaid rent to Landlord's successor and on such transfer Landlord shall be discharged from any further liability with respect to such security deposit or prepaid rent. Tenant agrees that no officer, employee, agent, or individual partner of Landlord, or its constituent entities, shall be personally liable for any obligation of Landlord under this Lease, and that Tenant must look solely to the interest of Landlord, or its constituent entities in the subject real estate, for the enforcement of any claims against Landlord arising under or in connection with this Lease.

*Signatures Appear on Following Page*

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

**LANDLORD:**

PIERCE COUNTY PUBLIC TRANSPORTATION  
BENEFIT AREA CORPORATION,  
a Washington municipal corporation.

By: \_\_\_\_\_  
Name: James L. Walton  
Title: Interim Chief Executive Officer  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

**TENANT:**

CITY OF FIFE,  
a Washington municipal corporation.

By: \_\_\_\_\_  
Name: David K. Zabell  
Title: City Manager  
Date: \_\_\_\_\_

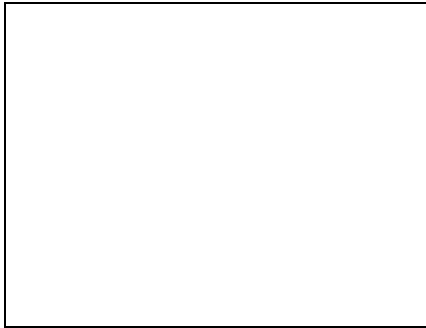
APPROVED AS TO FORM:

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



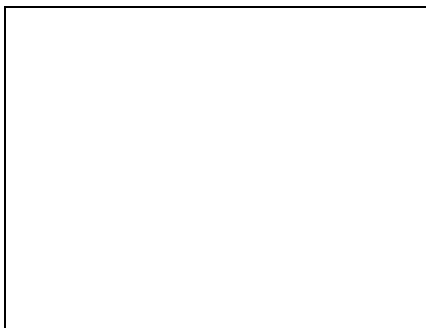
(Use this space for notarial stamp/seal)

\_\_\_\_\_  
 Notary Public  
 Print Name \_\_\_\_\_  
 My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



(Use this space for notarial stamp/seal)

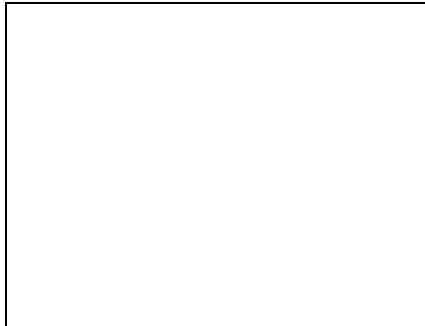
\_\_\_\_\_  
 Notary Public  
 Print Name \_\_\_\_\_  
 My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.

COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



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\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Exhibit A**

**DEPICTION OF PREMISES**

**Exhibit B**

**LEGAL DESCRIPTION OF LAND**

## FACT SHEET

**TITLE:** Authorization of Employment Contract With James L. Walton to Serve as the Interim Chief Executive Officer

**DIVISION:** Administration

**ORIGINATOR:** Alberto Lara, Chief Administration Officer

**PRECEDING ACTION:** September 15, 2014 Special Board Meeting; September 18, 2014 Executive Finance Committee Meeting; and October 2, 2014, Special Executive Finance Committee

**COORDINATING DEPARTMENT:** Finance Department

**APPROVED FOR SUBMITTAL:**

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

**APPROVED FOR AGENDA:**

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

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

**ATTACHMENTS:**

Proposed Resolution  
Exhibit A, Proposed Employment Contract

2014 Budget Amount  
\$221,888

Required Expenditure  
Approximately \$104,303.94  
\*Based on the assumption of six (6)  
months of employment

Impact  
0

**Explanation:** The offer to James L. Walton will be: Annual Salary of \$165,000; Standard Health and 457 Plan (with up to a 4% match) benefits offered to all Pierce Transit Employees; a \$250.00 per pay period contribution to a 401(a) plan; Car allowance of \$300.00 per month; 20 days of vacation per year, pro-rated; sick leave per Pierce Transit's policy. Initial term is for 180 days with Pierce Transit's option to renew for 30 day periods. Termination effective with fourteen (14) day notice by either party. No severance allowance.

### BACKGROUND:

At the September 15, 2014, Special Board Meeting the Board of Commissioners appointed James L. Walton to serve as the Interim Chief Executive Officer and directed the Executive Finance Committee to enter into salary and contract negotiations with him, subject to full Board ratification at the October 13, 2014 Board meeting.

At the September 18, 2014, Executive Finance Committee meeting, the Committee discussed compensation and other terms of employment. At the conclusion of the discussion the Committee authorized an offer salary of \$165,000 per annum, subject to further negotiations with Mr. Walton on the terms and conditions of the whole benefit package.

In addition, Executive Finance Committee Chair Vermillion designated Commissioner Anderson to negotiate the interim employment contract with Mr. Walton and report back the terms to the Agency's General Counsel so that

a formal contract may be developed and reviewed by the Executive Finance Committee at a Special Meeting prior to the October 13, 2014 Board Meeting.

On October 2, 2014, the Executive Finance Committee held a special meeting to review, revise, and discuss the terms of the employment contract, the substance of which was mutually agreed by the parties. The Committee unanimously approved of the proposed contract.

ALTERNATIVES:

Modify the terms of the proposed contract.

RECOMMENDATION:

Approve Resolution No. 14-056, authorizing the Chair of the Board of Commissioners to enter into and execute an employment contract with James L. Walton to serve as the Interim Chief Executive Officer pursuant to the terms of the employment contract.

**RESOLUTION NO. 14-056**

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing an Employment Contract with James L. Walton to Serve as the Interim Chief Executive Officer

WHEREAS, at the September 15, 2014, Special Meeting of the Board of Commissioners, the Board of Commissioners selected James L. Walton to act as the Agency's Interim Chief Executive Officer (ICEO) until a permanent CEO is hired; and

WHEREAS, at said meeting, the Board of Commissioners also directed the Executive Finance Committee to oversee contract negotiations with Mr. Walton subject to final approval of the Board of Commissioners; and

WHEREAS, on September 18, 2014, the Executive Finance Committee authorized an initial salary offer to Mr. Walton, subject to further negotiations with him over additional benefits, terms, and conditions of employment; and

WHEREAS, on October 2, 2014, the Executive Finance Committee reviewed, revised and approved of the employment agreement attached hereto as Exhibit A, the main terms of which have been mutually agreed by the parties, and recommended that the Board of Commissioners approve the attached contract; and

NOW THEREFORE, BE IT RESOLVED that Pierce Transit's Board of Commissioners authorizes the Chair of the Board to enter into and execute an employment contract with James L. Walton to serve as the Interim Chief Executive Officer pursuant to the terms of the employment contract, attached hereto as Exhibit A.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 13th day of October, 2014.

PIERCE TRANSIT

---

Rick Talbert, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC  
Clerk of the Board

**PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION  
INTERIM CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT**

This Interim Chief Executive Officer Employment Agreement (“Agreement”) is entered into between Pierce County Public Transportation Benefit Area Corporation (“Pierce Transit”) and James L. Walton (“Executive”), and is effective as of \_\_\_\_\_, 2014 (the “Effective Date”).

**RECITALS**

A. The Board of Commissioners (“the Board”) of Pierce Transit is authorized under RCW 36.57A and under Pierce Transit Code, §2.2.010 and §2.28.010, to enter into contracts on behalf of Pierce Transit and to appoint and fix the compensation of its Chief Executive Officer.

B. Pierce Transit’s CEO elected to terminate her contract early to pursue a different job opportunity. Pierce Transit will engage in an appropriate search for candidates for a regular CEO appointment. In the interim, before it chooses a candidate for that role, Pierce Transit needs to appoint an Interim CEO to fulfill the duties and functions of the CEO. Pierce Transit’s Board determined that it was in Pierce Transit’s best interests to appoint an Interim CEO who will not be a candidate for the regular CEO appointment.

D. Pierce Transit wishes to hire Executive as its Interim CEO. Executive has indicated his willingness to serve as Pierce Transit’s Interim CEO. The parties therefore enter into this Agreement on the following terms and conditions.

**AGREEMENTS**

In consideration of Executive’s employment by Pierce Transit, Executive’s receipt of benefits under this Agreement, and the other covenants in this Agreement, the parties agree as follows:

1. At-will Employment. Subject to the notice period set forth in Paragraph 6 below, Pierce Transit shall employ Executive, and Executive shall serve, as an at-will employee of Pierce Transit, on the terms and conditions in this Agreement.

2. Duties. Executive shall serve as Interim Chief Executive Officer. As such, Executive shall be responsible for general supervision and management of the affairs of Pierce Transit under the direction of the voting members of the Board of Commissioners, or an appropriate committee of the Board, and shall perform such other duties and responsibilities as may be assigned from time to time by the voting members of the Board of Commissioners, or an appropriate committee of the Board. The duties and responsibilities of the Interim Chief Executive Officer shall include but are not limited to the job description which is attached to this contract and which may be amended from time to time. Executive shall comply with all of Pierce Transit’s policies and procedures, as modified from time to time.

3. Attention and Effort. Executive shall devote his full working time, energies, and best efforts to Pierce Transit’s business and affairs, and shall faithfully and diligently serve Pierce Transit’s interests. Executive shall not engage in any other business or

employment activity (whether or not pursued for gain or profit) without notifying the Board of Commissioners in advance. Executive may accept reimbursement, in compliance with applicable law, from outside agencies or groups for travel and lodging expenses incurred in connection with work-related conferences, meetings or conventions. The Board has been apprised of Executive's involvement as a Board member at Commencement Bank; Foundation for Tacoma Students; William Factory Small Business Incubator; Goodwill Heritage Foundation; and Franke Tobey Jones Retirement Community and approves Executive's continued involvement with these enumerated activities.

4. Compensation and Benefits. Executive shall receive the following compensation and benefits:

(a) Salary/Benefits. Executive's Base Salary ("Salary") shall be \$165,000.00 per annum. Salary shall be paid in substantially equal periodic installments in accordance with Pierce Transit's ordinary payroll schedule. All payments shall be subject to standard employee withholding taxes and deductions.

(b) Fringe Benefits. Executive may participate in all benefit programs that Pierce Transit from time to time makes available to other full-time, salaried employees, except that Executive may not participate in the Washington State Public Employees' Retirement System. His participation in any benefit shall be subject to applicable eligibility and other restrictions as set forth in the applicable summary plan description or other policy description. Pierce Transit may modify or eliminate benefits from time to time. Executive may opt out of any offered benefits and may be paid the same amount that any other Pierce Transit employee would be paid in the event of opting out of any benefit.

(c) Paid Vacation. In addition to sick leave benefits and holidays available to all other regular Pierce Transit employees, Executive shall be permitted to take up to a total of twenty (20) paid vacation days off, pro-rated for partial years of service, during each calendar year, including for 2014. The Executive may be compensated at the time of separation of employment for accrued but unused vacation days.

(d) Expenses. In accordance with Pierce Transit policies, Executive shall be reimbursed for all reasonable authorized travel and business expenses incurred in connection with Pierce Transit duties following receipt of such documentation as Pierce Transit may require for other management employees.

(e) Contribution to 401(a). Pierce Transit shall pay Executive an additional \$250 per pay period into Executive's 401(a) account.

(f) Automobile allowance. Executive shall receive an automobile allowance of \$300 per month for local business travel in Executive's personal vehicle. In addition, Executive shall have the use of a Pierce Transit automobile for emergency situations or for travel on Pierce Transit business outside the confines of Pierce County, subject to Pierce Transit policies on use of Agency vehicles. Pierce Transit shall pay the liability, property damage and comprehensive insurance, and for the purchase or lease, operation, maintenance, repair, and regular replacement of the Pierce Transit automobile.

(g) Taxes and Deductions. All payments under this Agreement shall be subject to taxes and other deductions as required by law.

5. Term of Agreement. This agreement shall become effective upon signature by both parties, and shall expire 180 days thereafter subject to the option of both parties to renew for thirty (30) day periods upon written agreement.

6. Termination. Executive's employment with Pierce Transit shall be terminated upon the occurrence of any one or more of the following events:

(a) At the election of Pierce Transit, upon fourteen (14) days' written notice to Executive, with or without Cause. "Cause" shall mean Pierce Transit's determination that Executive has committed an act or acts constituting any of the following: (i) dishonesty, fraud, misconduct or negligence in connection with Pierce Transit duties; (ii) failure or refusal to attend to the duties or obligations of Executive's position, or to comply with Pierce Transit's rules, policies or procedures or with Executive's duties under this Agreement; or (iii) any other reason that constitutes cause under Washington law.

(b) At the election of Executive, upon fourteen (14) days' written notice to Pierce Transit.

7. Payments and Other Financial Obligations Upon Termination. Upon termination of Executive's employment, Pierce Transit shall pay Executive's Salary through the date of termination, and provide such other payments and benefits as this agreement and applicable law may require.

8. Confidentiality.

(a) "Confidential information" means information that Pierce Transit designates as being confidential or that, under the circumstances surrounding the disclosure of the information, ought in good faith be treated as confidential. "Confidential information" includes, without limitation: (i) Pierce Transit's business practices and strategic plans; (ii) technical, financial, marketing, personnel or other technical or business information or trade secrets of Pierce Transit; and (iv) information received from third parties that Pierce Transit is obligated to treat as confidential. Confidential Information disclosed to Executive by any Pierce Transit employee, contractor and/or agent is covered by this Agreement. "Confidential Materials" means all tangible or written materials containing Confidential Information, including without limitation, written or printed documents, email correspondence and attachments, electronic files, and computer disks, whether machine or user readable.

(b) Executive shall not use Confidential Information or Materials for any purpose other than to further Pierce Transit's business interests as requested by Pierce Transit and, without limiting the foregoing, Executive shall not use Confidential Information or Materials for the benefit of himself or any third party. Executive shall not disclose any Confidential Information or Materials to any third party without the express prior written permission of Pierce Transit. Executive shall at all times keep Confidential

Information and Materials confidential and shall take all reasonable security precautions to keep confidential and protect Confidential Information from unauthorized access and use. Executive may directly or indirectly reproduce, summarize and distribute Confidential Information and Materials only in pursuance of Pierce Transit's business as requested by Pierce Transit, or otherwise as provided hereunder.

(c) Executive's obligations pursuant to this Paragraph 8 shall remain in effect for the longest time permitted by applicable law. If Executive is required by subpoena or otherwise to disclose Confidential Information or Materials, Executive shall give Pierce Transit notice of the proposed disclosure as soon as practicable after learning of the subpoena or the disclosure requirement and shall make any such disclosure in a manner so as to maximize the protection of the information from further disclosure.

9. Return of Documents and Property. At termination of employment, or earlier if requested, Executive shall promptly surrender to Pierce Transit, without retaining copies, all tangible and intangible things which are or contain Pierce Transit records, Confidential Information or Materials. Executive shall also return all files, correspondence, memoranda, computer software and print-outs, work papers, files, client lists, and other property or things which Pierce Transit gave to Executive, which Executive created in whole or part within the scope of his employment, or to which he had access, even if they do not contain Confidential Information or Materials. Also, at the time of termination from Pierce Transit, regardless of reason, Executive shall in good faith take all acts necessary and reasonable to assure that his work is efficiently transitioned to Pierce Transit. At any time, and at the request of the Chair or Vice Chair of the Pierce Transit Board of Commissioners, Executive will allow Pierce Transit to utilize an outside vendor to download and capture any Pierce Transit records that are stored on Executive's personal computer, smartphone, or other device.

10. Other Restrictions. During employment with Pierce Transit and continuing for six (6) months thereafter, regardless of the reason for termination, Executive shall not, unless Pierce Transit gives its prior written consent: (i) take any action calculated to divert from Pierce Transit any opportunity within the scope of its then business; (ii) solicit, hire or otherwise engage any person who had been employed by Pierce Transit during the last six (6) months before Executive's termination, to perform services for Executive or any other person or entity; or, (iii) solicit, divert, or in any other manner persuade or attempt to persuade any Pierce Transit customer or supplier to alter or discontinue its relationship with Pierce Transit. Executive acknowledges that the covenants in this Paragraph 10 are reasonable in scope, area and duration and are necessary to further Pierce Transit's legitimate interests in protecting its Confidential Information and Materials, business and good will.

11. Copyrights. Executive acknowledges and agrees that any and all copyrightable works prepared or contributed to by Executive within the scope of Executive's employment by Pierce Transit will be works made for hire for purposes of U.S. copyright law, that Pierce Transit will own all rights under copyright in and to such works, and that Pierce Transit will be considered the author of all such works. If and to the extent that any jurisdiction should fail to deem any copyrightable work prepared by Executive within the scope of Executive's employment by Pierce Transit to be a work made for hire that is authored and owned

by Pierce Transit, Executive hereby irrevocably assigns to Pierce Transit all right, title and interest in and to such work.

12. Remedies.

(a) For Alleged Breach of Paragraph 8, 9 or 10. Executive acknowledges that Pierce Transit would be greatly injured by, and has no adequate remedy at law for any breach by Executive of Paragraph 8, 9 or 10. Executive therefore consents that if such breach occurs or is threatened, Pierce Transit may, in addition to all other remedies, enjoin Executive (together with all persons acting in concert with him) from such breach or threatened breach. If an injunction is granted, the periods in Paragraph 10 shall be extended so as to commence when such injunction is entered.

(b) For Any Other Breach. The parties shall submit any dispute arising out of the alleged breach of any other provision of this Agreement to final and binding arbitration in Pierce County, Washington, in accordance with the then-current AAA National Rules for the Resolution of Employment Disputes. The sole neutral arbitrator shall be experienced in arbitrating general employment matters. If the parties cannot agree on an arbitrator, then the AAA will select an arbitrator experienced in arbitrating general employment matters. The arbitrator must base his or his award on the provisions of this Agreement and applicable law and must issue a written award that includes an explanation of the reasons for such award. Any court of competent jurisdiction may enter judgment upon the award.

(c) Attorneys' Fees. In any lawsuit or arbitration arising out of or relating to this Agreement, the prevailing party shall recover reasonable his or its costs and reasonable attorneys' fees.

(d) Venue and Jurisdiction/Controlling Law. Subject to Paragraph 12(b) for any claim or cause of action arising under or relating to this Agreement, Pierce Transit and Executive consent to the exclusive jurisdiction of the Pierce County, Washington Superior Court, or a federal court serving Pierce County, Washington, and waive any objection based on jurisdiction or venue, including *forum non conveniens*; provided, however, if either party seeks injunctive relief, it may file such action wherever in its judgment relief might most effectively be obtained. Washington law shall apply.

13. Assignment. Pierce Transit may assign rights and duties under this Agreement, but Executive may not. This shall bind Executive's heirs and personal representatives, and inure to the benefit of Pierce Transit and its successors and/or assigns.

14. Freedom To Contract. Executive warrants that as of the time he begins work under this Agreement he has the full power and authority to enter into and perform according to the terms of this Agreement and is under no disability or obligation, express or implied, to any other party, including former employers, that prevents him from entering into this Agreement and from complying with all of its provisions to the fullest extent, and that no third party approval or consent is necessary for Executive's entry into or performance under this

Agreement. Executive shall comply fully with all confidentiality obligations owed to all third parties, including all former employers, and shall not disclose to Pierce Transit any trade secret or proprietary information of any third party.

15. Complete Agreement and Miscellaneous. This Agreement is the entire agreement between the parties on its subject matters, and supersedes all prior and contemporaneous agreements, discussions and understandings. No waiver, modification or termination of any term of this Agreement shall be effective unless in writing and signed by both parties. If any provision as written its deemed unlawful, overbroad or otherwise unenforceable, the parties agree to follow a construction which will give Pierce Transit the maximum protection which is reasonable and permissible under the circumstances (including, if necessary, a reduction in the time and/or geographic scope of nondisclosure and/or restrictive covenants), or if this is not possible, it shall be deemed severed. The failure, delay or forbearance on the part of either party to insist on strict performance of any provision of this Agreement, or to exercise any right or remedy, shall not be construed as a waiver. The waiver of any right or remedy by either party in one or more instances shall not excuse the strict performance of the duties and obligations on the part of the other party.

16. Legal Representation. Executive has been represented by counsel of his own choosing in connection with this Agreement, or has chosen not to seek such counsel. As the parties have cooperated in the drafting and negotiation of this Agreement, this Agreement shall not be construed against either party as the drafter. Executive understands this Agreement and acknowledges that the restrictions in this Agreement are fair and reasonable.

17. Severability. The provisions of this Agreement are severable. The invalidity of any provision will not affect the validity of other provisions of this Agreement.

18. Survival. The rights and obligations of the parties under this Agreement shall survive the Term, termination of this Agreement, and the termination of employment of Executive, however caused, and/or the assignment of this Agreement by Pierce Transit to any successor in interest or other assignee.

(Signatures on following page)

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective on the date indicated above.

EMPLOYER:

EXECUTIVE:

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Rick Talbert, Chair  
Board of Commissioners  
Pierce County Public Transportation  
Benefit Area Corporation

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James L. Walton

ATTEST:

APPROVED AS TO FORM:

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Clerk of the Board

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General Counsel

## FACT SHEET

TITLE: Authority to Enter into a Multi-Year Contract With an Executive Search Firm to Assist in the Recruitment of a New Chief Executive Officer and Any Other High-Level Position(s) as Necessary

DIVISION: Administration

ORIGINATOR: Alberto Lara

PRECEDING ACTION: Fact Sheet 14-056, granting authority to release an RFP and initiate the procurement process to find an executive level search firm.

COORDINATING DEPARTMENT: Human Resources

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	Required Expenditure	Impact
Explanation: N/A	N/A	N/A

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### BACKGROUND:

On August 11, 2014, the Board of Commissioners appointed the Executive Finance Committee to act as a transition committee to manage the various issues relating to the vacancy in the Chief Executive Officer position. On August 21, 2014, the Executive Finance Committee authorized the Agency to release a Request for Proposal (RFP) to seek interest from executive search firms for a multi-year contract to assist in the recruitment of a new Chief Executive Officer and other higher level positions if needed. Pierce Transit received seven responses to the RFP. A selection committee made up of Board members as well as agency staff met twice to review and discuss the proposals. The usual procurement selection and evaluation process, guided by the staff in Procurement was utilized to ensure all confidential submissions were evaluated using the same criteria.

Two firms were identified as top contenders and were invited to an in-person interview on October 13, 2014.

FACT SHEET  
PAGE 2

After considering the qualification of both firms, the selection committee recommends that the full Board at their October 13, 2014 Board meeting award a contract to \_\_\_\_\_.

ALTERNATIVES:

Go back to the pool of candidates and seek a different firm.

RECOMMENDATION:

Approve Resolution No. 14-057, adopting the recommendation of the selection committee and award a multi-year contract to \_\_\_\_\_ to recruit for a new Chief Executive Officer and any other high-level position(s) as necessary.

**RESOLUTION NO. 14-057**

A RESOLUTION of the Board of Commissioners of Pierce Transit Granting Authority to Enter  
Into a Multi-Year Contract With \_\_\_\_\_ to Recruit for a New Chief Executive Officer  
and Any Other High-Level Position(s) as Necessary

WHEREAS, the Chief Executive Officer position was vacated on September 22, 2014; and

WHEREAS, On August 21, 2014 the Executive Finance Committee authorized the Agency to release a  
Request for Proposal (RFP) to seek interest from executive search firms for a multi-year contract to assist in  
the recruitment of a new Chief Executive Officer and other higher level positions if needed; and

WHEREAS, Pierce Transit received seven responses to the RFP; and

WHEREAS, a selection committee made up of Board members as well as agency staff met twice to  
review and discuss the proposals. The usual procurement selection and evaluation process, as guided by the  
staff in Procurement, was utilized to ensure all confidential submissions were evaluated using the same  
criteria; and

WHEREAS, after narrowing the pool of candidates to two (2), and conducting in-person interviews,  
the selection committee recommends that the full Board at their October 13, 2014 Board meeting award a  
contract to \_\_\_\_\_; and

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

Section 1. The Board of Commissioners authorizes Pierce Transit to enter into and execute a  
contract with \_\_\_\_\_ to recruit for a new Chief Executive Officer and any other high-level position(s)  
as necessary . The first task order will be to begin the recruitment process for the position of Chief  
Executive Officer. \_\_\_\_\_ is to work directly with the Executive Finance Committee, who was  
authorized by the Board to serve as the Transition Committee.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
the 13th day of October, 2014.

PIERCE TRANSIT

\_\_\_\_\_  
Rick Talbert, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

\_\_\_\_\_  
Deanne Jacobson, CMC  
Clerk of the Board

## FACT SHEET

**TITLE:** Authorization to Enter Into and Execute an Interlocal Agreement with Pierce County for the Creation, Operation and Governance of a Combined Communications Network (CCN) as Amended by Pierce County Council

**DIVISION:** Operations

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

**PRECEDING ACTION:**

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

**Resolution No. 13-037,** Adopting of 2014 Budget (including funding for service required to maintain the CCN)

**Resolution No. 14-042,** Authority to the CEO to enter into and Execute an Interlocal Agreement with Pierce County for the Creation, Operation and Governance of a Combined Communication Network

**COORDINATING DEPARTMENT:** Operations, Radio Communications

**APPROVED FOR SUBMITTAL:**

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

**APPROVED FOR AGENDA:**

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

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

**ATTACHMENTS:**

Proposed Resolution  
Exhibit A, Proposed CCN Agreement (Changes Included)  
Exhibit B, Amendment No. 1 (Overview of Changes)

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### BUDGET INFORMATION

2014 Budget Amount  
\$0

Required Expenditure  
\$0

Impact  
\$0

Explanation: The Single County-Wide Communications System (SCWCS) will be under warranty until June 2015. Pierce County will prepare a 2015 Budget for the Combined Communication Network (CCN) that will cover the SCWCS service and license costs after the warranty period ends. Pierce Transit will include its financial participation for the CCN during their 2015 Budget cycle.

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BACKGROUND:

On July 14, 2014, the Pierce Transit Board of Commissioners adopted Resolution 14-042, authorized the CEO to enter into and execute an Interlocal Agreement with Pierce County for the Creation, Operation and Governance of a Combined Communication Network.

On July 15, 2014, Pierce County Director for the Department of Emergency Management (DEM), Lowell Porter, began the approval process with Pierce County Government and the agreement was referred and vetted through the Pierce County Rules and Operations Committee.

On September 15, 2014, the CCN Interlocal Agreement was reviewed by the Pierce County Council Rules and Operations Committee and was unanimously approved with a recommend approval for full Council vote. The Pierce County Rules and Operations Committee approval included Committee Amendment No. 1, Proposal No. R2014-95, to recommend as follows:

- a. The CCN Executive Board shall be comprised of two representatives of each of the parties instead of one.
- b. The membership of the Executive Board shall consist of the County Executive or designee, the Chair of the Pierce County Council or designee, the Chair of the Pierce Transit Board of Commissioners or designee and the Chief Executive Officer of Pierce Transit or designee.
- c. Recommend a name change of the CCN Policy Board to the CCN Operations Board.

On September 16, 2014, Pierce County discussed the minor changes with Pierce Transit for consideration prior to the full Pierce County Council vote scheduled for September 23, 2014. With the announcement of the Pierce Transit CEO's early departure and the time needed for the new interim CEO transition, it was mutually agreed by both parties to move the Pierce County Council vote to October 7, 2014.

On October 2, 2014, Pierce County and Pierce Transit met to discuss the recommended changes and have agreed on the following:

- a. The CCN Executive Board shall be comprised of two representatives of each of the parties instead of one.
- b. The membership of the Executive Board shall consist of the County Executive or designee, the Chair of the Pierce County Council or designee, the Executive Officer of Pierce Transit or designee, the Chief Operations Officer of Pierce Transit.
- c. Recommend a name change of the CCN Policy Board to the CCN Operations Board.
- d. The CCN Operations Board shall be comprised of two representatives of each of the parties, the Pierce County Director of Emergency Management or designee and the Pierce Transit Radio Communication Technology Administrator or designee.

October 7, 2014, the Pierce County Council approved the CCN Interlocal Agreement with the mutually agreed upon changes. Therefore, staff is recommending approval of these changes to advance the CCN Joint Venture, Executive Board, and Operations Board creation.

ALTERNATIVES:

The alternative would be for Pierce Transit and Pierce County to duplicate staff for managing their individual interests in the SCWCS, and to ensure that each of their roles, responsibilities, and operational requirements were not impacted by the other Party. The alternative approach is not recommended as it creates gaps with governance, increased costs, and does not provide effective continuity of operations, financing or budgeting.

RECOMMENDATION:

Approve Resolution No. 14-058, authorizing the Chief Executive Officer to enter into and execute an Interlocal Agreement with Pierce County for the creation, operation and governance of a Combined Communications Network, as Amended by Pierce County on 10/7/14.

## RESOLUTION NO. 14-058

A RESOLUTION of The Board Of Commissioners of Pierce Transit Authorizing the CEO to Enter into and Execute an Interlocal Agreement with Pierce County for the Creation, Operation, Sustainment and Governance of a Combined Communication Network, as Amended by Pierce County Council

WHEREAS, on July 14, 2014, the Pierce Transit Board of Commissioners adopted Resolution No. 14-042, authorizing the Chief Executive Officer to enter into and execute an Interlocal Agreement with Pierce County for the Creation, Operation, and Governance of a Combined Communication Network ("Governance Agreement") which is attached hereto as Exhibit A; and

WHEREAS, prior to Pierce County accepting the terms of the Governance Agreement, the Pierce County Council's Rules and Operations Committee recommended amendments to the Governance Agreement; and

WHEREAS, staff at Pierce County and Pierce Transit then met to discuss the Rules and Operations Committee's proposed amendments to the Governance Agreement and mutually agreed to new and additional changes in the Governance Agreement, which are attached hereto as Exhibit B; and

WHEREAS, on October 7, 2014, the Pierce County Council adopted Resolution No. R2014-95, and authorized the Pierce County Executive to enter into the Governance Agreement subject to the changes agreed on by staff referenced in Exhibit B; and

WHEREAS, the CCN will allow the parties to share the use, ownership and cost of the CCN comprised of radio and microwave systems to carry voice and data traffic and to serve as an interoperable access point to a regional Single County-Wide Communication System (SCWCS), and the proposed changes to the Governance Agreement further this mission and seem fair and appropriate; and

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

Section 1: The Chief Executive Officer is hereby authorized to enter into and execute an Interlocal Agreement with Pierce County for the Creation, Operation, and Governance of a Combined Communication Network in substantially the same form as the Governance Agreement attached hereto as Exhibit A combined with Amendment No. 1 attached hereto as Exhibit B.

ADOPTED by the Board of Commissioners of Pierce Transit at a regular meeting thereof held on the 13th day of October, 2014.

PIERCE TRANSIT

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Rick Talbert, Chair  
Board of Commissioners

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ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC

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Clerk of the Board

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**AGREEMENT PROVIDING FOR CREATION, OPERATION AND GOVERNANCE  
OF A COMBINED COMMUNICATIONS NETWORK**

This Agreement, by and between Pierce County Public Transportation Benefit Area Corporation (hereinafter, "Pierce Transit") and Pierce County (hereinafter, "the County") (individually, "Party"; together, "the Parties"), creates a joint venture to own jointly and to provide for the maintenance, operation and governance of a joint venture which shall be called the Pierce Transit – Pierce County Combined Communications Network ("CCN") of shared radio and microwave systems to carry voice and data traffic.

This Agreement is authorized by the Interlocal Cooperation Act, RCW Ch. 39.34.

**1. Purpose of Agreement and Effective Date**

Pierce Transit and the County form this joint venture in the public interest to support the development, operation, and maintenance of a combined 700 MHz radio communications interoperability network for purposes of ensuring communications for Pierce Transit's system and for the County's public safety programs as well as for the benefit of such other public agencies as may be approved by the Executive Board of the CCN.

The Parties intend for the CCN to utilize common best engineering technical standards, common radio systems linked with other regional public safety systems, and dispatch centers linked to a common network.

This Agreement, among other things, establishes the framework for the governance and management of the maintenance and operation of the CCN, the respective roles and responsibilities of the Parties, allocation of revenue collected from the CCN, and the Parties' commitments to share in the costs of operating, maintaining, and updating the CCN.

This Agreement shall become effective when signed by the Parties.

**2. Previous Agreements**

Pierce Transit and the County have previously entered into a Communication Agreement dated February 22, 2011, and a Master Site Agreement dated January 16, 2013, as well as a Shared Communication System Policy Statement dated March 14, 2013, all of which remain in effect except to the extent either or both are inconsistent with this Agreement, in which case this Agreement shall control.

**3. Definitions**

Certain terms used herein are defined as follows:

**Business Plan:** A detailed plan that defines the organizational structure, operational activities, and financing and budgeting structure of the overall business of the CCN.

**Executive Board:** The governing board of the CCN that is created pursuant to Article 8 of this Agreement. The CCN Executive Board is comprised of ~~one~~ **two** representatives of each of the parties to this agreement or their designee. The Executive Board is responsible for overall management and administration of the CCN, and policy and strategic planning for the CCN.

**FCC Rules:** For purposes of this Agreement, the rules of the Federal Communications Commission ("FCC"), including but not limited to Part 90, Subpart R of the Rules of the FCC, 47 C.F.R. § 90.521, et



seq.; Section 90.179 of the Rules of the FCC, 47 C.F.R. § 90.179 (shared use of radio stations); all other Rules of the FCC and all decisions and orders of the FCC, applicable to the FCC Licenses; and the Communications Act of 1934, as amended.

Pierce Transit – Pierce County Combined Communications Network (CCN): The joint venture formed by this interlocal agreement between Pierce County and Pierce Transit to engage in all activities relating to the administration, design, development, acquisition and installation of a single county wide communication system and that system's operation, maintenance and management on behalf of the system's owners, Pierce County and Pierce Transit.

**Policy Operations Board:** A joint board consisting of the Chief Operating Officer of Pierce Transit and the Director of the Pierce County Department of Emergency Management, formed to advise the Executive Board and charged with day-to-day monitoring of CCN operations.

**Shared Infrastructure:** Various components or assets of the CCN infrastructure, contributed by the parties as capital assets of the joint venture, as listed on Exhibit A.

**Single County Wide Communication System (SCWCS):** The communication system managed and operated by the CCN, consisting of all of the technical subsystems, including all of the following: Radio, Microwave, Fiber, Networking, Dispatch, Recording, Security, and Wireless; as well as Spectrum Assets and supporting Facilities. The SCWCS also includes VHF, UHF, 700 and 800 MHz and microwave system technologies.

**System Access Agreement (SAA):** An agreement between the CCN and a public agency customer or user of the SCWCS to allow for access to the SCWCS. All SAAs are conditioned upon the acceptance of the terms and conditions of access as established by the Executive Board.

**Total Cost of Ownership (TCO) Analysis:** An assessment and determination of the allocation of costs between the Parties relative to upgrades, replacement, maintenance, growth and expansion or contraction of the CCN and any Party's property or assets used for the CCN. The TCO shall be utilized to account for a Party's growth or expansion of its system or assets to avoid unfairly burdening the other Party with a disproportionate cost.

#### **4. Ownership of Shared Infrastructure Comprising CCN**

Pierce Transit and the County have each separately purchased or otherwise separately own various components or assets of the CCN infrastructure, such as microwave equipment, fiber optic cable, conduit, electronic equipment and other equipment used for the transportation or transfer of voice and data signals, a general inventory of which is attached hereto as Exhibit A. For all items listed on Exhibit A, each party wishes to contribute its portion of such infrastructure to be used as capital assets by the joint venture to become "shared infrastructure". Pierce Transit hereby conveys to Pierce County an undivided one-half interest in Pierce Transit's ownership of the shared infrastructure, limited to those items inventoried on Exhibit A, and the County hereby conveys to the Pierce Transit an undivided one-half interest in Pierce County's ownership of the shared infrastructure, limited to those items inventoried on Exhibit A.

Shared infrastructure shall not include, and the parties remain separate owners of: (1) the real estate, buildings, generators and towers identified on Exhibit B; (2) their respective licenses identified on Exhibit C; and (3) subscriber equipment such as end user radio units.

Pierce Transit and the County have each made significant contributions to date to the shared infrastructure such that their participation in the governance and operation of CCN joint venture should, in the best interests of each Party and the CCN project, be equal.



## 5. Operation and Maintenance of CCN and Shared Infrastructure

Pierce Transit and the County will cooperate in operation of the CCN and in providing maintenance of the Shared Infrastructure.

For that separately owned property that is listed on Exhibit B, including real estate, buildings, generators and towers, each party agrees to operate, maintain, manage, and replace such separate property if it is needed for continued operations of the CCN. Failure of either party to do so may constitute cause for the remaining party to terminate this Agreement.

## 6. Shared Access to FCC Station Authorizations and Licensing

Pierce Transit is the licensee of the FCC 700 MHz public safety radio station authorizations identified in Exhibit C (the "Pierce Transit Licenses" and together with the County Licenses, the "FCC Licenses"). Pierce Transit will permit the County to access such stations as a CCN party without further licensing or expense. Pierce Transit will permit certain public agencies approved by the Executive Board and eligible under FCC Rules to access such stations in accordance with conditions set by the Executive Board in a System Access Agreement. Pierce Transit will take commercially reasonable steps to maintain, renew and/or obtain substitute FCC licensing necessary for the CCN to function.

The County is the licensee of the FCC 700 MHz public safety radio station authorizations identified in Exhibit C. (the "Pierce County Licenses" and together with the Pierce Transit Licenses, the "FCC Licenses"). The County will permit Pierce Transit to access such stations as a CCN party without further licensing or expense. The County will permit certain public agencies approved by the Executive Board and eligible under FCC Rules to access such stations in accordance with conditions set by the Executive Board in a System Access Agreement. The County will take commercially reasonable steps to maintain, renew and/or obtain substitute FCC licensing necessary for the CCN to function.

The Pierce Transit Licenses shall remain owned by Pierce Transit subject to FCC Rules and this Agreement and the Pierce County Licenses shall remain owned by Pierce County subject to FCC rules and this Agreement. In accordance with the FCC Rules, the Parties' respective FCC Licenses and the CCN are being made available to each other and to eligible approved public agency system users on a nonprofit, cost shared basis. Each Party agrees that its use of the other Party's FCC Licenses will at all times be in compliance with applicable FCC Rules and all applicable FCC technical requirements, and each Party will immediately correct any condition that is contrary to such Rules and requirements.

The Parties agree that the conditions established by the Executive Board governing access by public agency users or customers to the CCN and/or each Party's stations will provide for the limitation of such access on the basis of capacity or similar constraints where such access could degrade the SCWCS, or a Party's use of the system or its use by other third party users. In addition, in the event that a Party determines that additional or modified access by the other Party to the CCN and/or each Party's stations in accordance with the foregoing provisions of this Section could, due to capacity or similar constraints, degrade the providing Party's use of the system, the providing Party reserves the right to limit such additional or modified access pending consultation and conclusion of a mutually agreeable resolution of the requesting Party's access and potential degradation of the providing Party's use of the system.

## 7. Staffing

Unless the Executive Board of the CCN determines otherwise, the ~~Policy Operations~~ Board or its designee(s) shall oversee the operation and maintenance of the shared infrastructure and to perform other responsibilities as needed. The ~~Policy Operations~~ Board or its designee(s) shall regularly advise the Executive Board concerning the status of CCN operations and issues relating thereto, and shall have day to day responsibility for management, administration and oversight of the CCN.

With the approval of the Executive Board, additional employees may be hired to perform work for the joint venture.



Pierce Transit employees and employees of Pierce County who perform work for the CCN shall maintain records of time spent by County and Pierce Transit employees on joint venture business and the billings of such time shall be credited against each Party's obligation for funding the CCN pursuant to a payment reimbursement schedule to be worked out in the Finance section within the Business Plan.

Except for reimbursement and other express obligations under this Agreement, no Party by reason of this Agreement assumes any responsibility for direction, supervision, employment, or the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the employees of any other Party, including its employees, representatives agents, contractors or suppliers.

## **8. CCN Executive Board**

The CCN is governed by an Executive Board, a joint board under RCW 39.34.030(4)(a). The Executive Board shall serve as the governing and policy-setting body to oversee the activities, operation, maintenance of the CCN, and shall act in the best interests of the CCN.

Membership on the Executive Board shall consist of the County Executive or designee, the Chair of the Pierce County Council or designee, the Chair of the Pierce Transit Board of Commissioners or designee, and the Chief Executive Officer of Pierce Transit or designee, each of whom shall attend meetings of the Executive Board, each of whom shall be required for a quorum, and each of whom shall have equal voice and one vote. The County Executive or designee and the Chair of the County Council or designee may only be a members of the CCN Executive Board if that person is not contemporaneously serving on the Pierce Transit Board of Commissioners. In the event of a tied vote on any item, no action is approved.

The Executive Board shall adopt the Business Plan within one hundred eighty (180) days of the effective date of this Agreement. Annually, the Executive Board shall establish and maintain a budget for the CCN.

Meetings of the Executive Board are subject to the Open Public Meetings Act, RCW Ch. 42.30. At any meeting, attendance by one member may be telephonic so long as that member, the member attending in person and those members of the public attending can hear. There shall be at least one meeting of the Board per year, and the Executive Board may conduct other regular and special meetings. Fifteen days' notice to each member shall be given prior to any meeting.

The Executive Board has authority on behalf of the joint venture:

1. to purchase or otherwise acquire and to sell or otherwise dispose of property or assets or shared infrastructure in accordance with the terms of this Agreement;
2. to authorize the Director of Pierce County Emergency Management or designee to enter contracts, obtain services, issue licenses, and procure resources necessary for the operations, maintenance, and sustainment of the joint venture through the Procurement Division of the Pierce County Budget and Finance Department, in compliance with Pierce County, Pierce Transit rules and regulations regarding such activities as further established in the CCN Business Plan on behalf of the joint venture;
3. to authorize the allocation of staff hours to be contributed by Pierce Transit or the County for joint venture business;
4. to set security and other standards for the operation of the shared infrastructure, and for the conduct of customers of the CCN;



5. to adopt budgets of the joint venture and set reserves;
6. to establish and operate an enterprise fund or special funds as authorized by RCW Ch. 39.34;
7. to provide for the employment of staff by the joint venture;
8. to authorize application(s) for federal, state or local funding and to use the proceeds thereof;
9. to set the proportionate annual financial participation of joint venture parties for operating, maintenance, capital and other expenses, which initially shall be ½ the responsibility of Pierce Transit and ½ the responsibility of the County. The Executive Board shall ensure that the expense of authorized staff of Pierce Transit or the County attributable to time spent on joint venture business shall apply toward each party's annual financial participation. The Executive Board shall also proportionately adjust any party's annual financial participation to give credit for any party's greater initial contribution to the shared infrastructure as listed on Exhibit A, though such credit may be spread over the first five years of the project;
10. to exercise the joint powers set out in RCW 39.34.030;
11. to establish policies and bylaws for the Executive Board;
12. to set rates and charges for services and access to the SCWCS;
13. to adopt or change the name of the Pierce Transit-Pierce County Combined Communications Network ("CCN");
14. to make recommendations to the parties' governing bodies;
15. to determine the services to be offered and the terms and rates for such services;
16. to enter into agreements with third parties for goods, services, and/or insurance;
17. to sue, be sued, complain, and defend in all courts of competent jurisdiction;
18. to amend, dissolve or terminate this Agreement in part or in its entirety, which shall require a unanimous vote and approval of each parties' respective governing boards; and
19. to take any other lawful action in the interest of the joint venture or in furtherance of its purposes.

## **9. System Access Agreements**

On behalf of the joint venture and using standards and formats approved by the Executive Board, the Policy Operations Board may authorize CCN System Access Agreements (SAA) permitting specified



1 use of the shared infrastructure by third parties. The Executive Board may provide for a customer  
2 advisory committee or other means for encouraging customer input. The Parties agree that the SAAs will  
3 include provisions to ensure all such users' ongoing compliance with FCC Rules and FCC technical  
4 requirements.

## 6 **10. Revenue and Expenses**

8 Revenue from shared infrastructure and from CCN activities shall be the property of the joint  
9 venture. Expenses of shared infrastructure and CCN activities shall be the obligation of the joint venture.

## 11 **11. Support Services**

13 Unless the Board determines otherwise, Pierce County will act as fiscal agent of the CCN for  
14 banking purposes. The Board may make provision for staffing or contract as appropriate for staff and  
15 auxiliary services including, but not limited to, personnel, legal, records, payroll, accounting, purchasing  
16 and data processing.

## 18 **12. Responsibility Of The Parties**

20 In addition to the Responsibility of the Parties listed as Exhibit A to the Parties' February 22 2011  
21 Communication Agreement, the Parties agree to assume the following responsibilities.

23 The Parties agree to sustain the SCWCS as a Certified Engineered Designed System, in accordance  
24 with OEM standards, and engineering best practices.

26 The Parties agree to follow GASB financial standards and procedures, thereby demonstrating  
27 accountability and stewardship over public resources by providing clear, consistent and transparent  
28 financial reports. The Parties will comply with the methods prescribed by the Washington State Auditor  
29 and all business rules established by the Executive Board in accounting for assets, liabilities, resources  
30 and expenditures related to the joint venture.

32 Each party shall preserve and maintain its separate property and respective licenses and subscriber  
33 equipment as listed on Exhibit B to allow for the continued operation of the CCN and SCWCS unless  
34 otherwise approved by the Executive Board.

36 The County shall be required to receive written approval from Pierce Transit should the County desire  
37 to change or upgrade the SCWCS. Prior to granting approval, Pierce Transit may request information it  
38 deems necessary to make an informed decision and the County agrees to provide such information to  
39 mitigate impacts to Pierce Transit's operational requirements, risks to the SCWCS capabilities, or  
40 financial risks resulting from the requested change.

42 Pierce Transit shall be required to receive written approval from the County should Pierce Transit  
43 desire to change or upgrade the SCWCS. Prior to granting approval, the County may request information  
44 it deems necessary to make an informed decision and Pierce Transit agrees to provide such information  
45 to mitigate impacts to the County's operational requirements, risk to the SCWCS capabilities, or financial  
46 risks resulting from the requested change.

48 As part of any SCWCS change or upgrade request, the Parties agree to perform a Total Cost of  
49 Ownership (TCO) Analysis to gauge the cost benefit and viability of any capital investment or SCWCS  
50 design change or upgrade to quantify the operational and financial impacts to the County or Pierce  
51 Transit over the lifecycle of the various communication technologies being requested.

## 53 **13. Dispute Resolution, Venue**

55 The Parties shall make good faith attempts to resolve any disputes, including disputes regarding  
56 system change requests, informally. Otherwise, the Parties shall engage in mediation within thirty days of



a Party's request for mediation prior to pursuit of any other legal remedy. This Agreement shall be interpreted and construed according to and enforced under the laws of the State of Washington, and the Superior Court of Pierce County shall have exclusive jurisdiction and venue over any legal action arising under this Agreement, unless jurisdiction lies exclusively in federal court. In any dispute over the interpretation or application of this Agreement, each party shall bear its own costs and attorneys' fees.

#### **14. Duration and Termination of Agreement**

The duration of this Agreement shall be indefinite and the Agreement shall continue until terminated by notice in writing given by either Pierce Transit or the County to the other board member(s) on or before November 30<sup>th</sup> of the year preceding the final full year of participation, or until terminated otherwise in accordance with this Agreement. Both Parties must continue to fulfill their obligations under this Agreement until the effective date of the termination.

If before April 30<sup>th</sup> of any fiscal year a Party shall fail to appropriate funds for its financial participation that year as established by the Board, or shall fail to pay such participation by the deadline(s) established by the Board, its vote on the Board shall be reduced to ½ its usual vote until such participation has been fully paid. If such participation by either Pierce Transit or the County remains unpaid on July 1<sup>st</sup> of that fiscal year, the Agreement shall be deemed terminated effective December 31<sup>st</sup> of that year unless the Board decides otherwise. The fiscal year of the joint venture shall be the calendar year.

In the event that a Party seeks to terminate this Agreement, it shall give written notice to the Executive Board, which notice shall include the following information, at a minimum:

- a. An explanation of the circumstances causing the Party to believe withdrawal is necessary;
- b. A description of the probable impacts on the remaining Party as a result of the withdrawal, including to the budget of the CCN Program;
- c. A description of the alternatives to withdrawal that have been evaluated by the party;
- and
- d. A proposed withdrawal work plan.

Other than in the instance in which a Party does not appropriate funds resulting in termination, within thirty days of any notice of intent to terminate this Agreement, the Parties shall engage in mediation to attempt to resolve any differences and shall make all good faith efforts to preserve this Agreement and the joint venture.

If this Agreement is terminated by action or inaction of either party, the terminating party shall be liable to the remaining party for actual damages proximately caused by the termination.

Upon termination by either Party without cause or upon mutual termination, ownership of each asset, including upgrades and improvements thereto, shall revert to the Party that contributed the same to the Shared Infrastructure, and the remaining joint venture assets shall be owned in common and distributed proportionately to the former Party(s). Should either of such former Parties elect to sell an interest in such remaining joint venture assets, the other Party shall have the first right to purchase such for the depreciated value. Termination shall not impact the separately owned property that is listed on Exhibit B which shall, at all times, remain the property of the original owner.

In the event that any Party fails to perform an obligation under this Agreement, the other Party shall have the right to bring an action for specific performance, damages, and any other remedies available under this Agreement in law or in equity.



1 **15. No Assignment Permitted**

2  
3 Pierce Transit and the County shall not subcontract, assign or delegate their rights or duties  
4 under this Agreement without the prior approval of the Executive Board.  
5

6 **16. No Third Party Beneficiaries**

7  
8 Neither Pierce Transit nor the County intend for any third-party to acquire any rights under this  
9 Agreement. There are no third-party beneficiaries hereto.  
10

11 **17. Claims and Litigation**

12  
13 In the event a Party receives a claim or suit by a third party which may involve the joint venture  
14 and/or shared infrastructure, it should refer the same to the Executive Board, which will determine  
15 whether the joint venture is involved and may authorize hiring of counsel, or request that the legal  
16 department of one of the Parties voluntarily handle the matter, or otherwise provide for the protection of  
17 the interests of the joint venture. The Parties shall consider entering into a joint defense plan, and will  
18 cooperate with each other as needed to respond to and defend against any such claims or actions. Any  
19 settlement or final judgment involving the joint venture and/or shared infrastructure shall first be paid by  
20 the joint venture with any contribution by the Parties as approved by Executive Board.  
21

22 **18. Indemnity**

23  
24 Each Party shall defend, indemnify, and hold harmless the other and all of their elected officials,  
25 employees, principals and agents from and against all claims, demands, suits, actions and liability of any  
26 kind, including injuries to person or damages to property, which arise out of or are connected with the  
27 intentional or negligent acts or omissions of the indemnifying Party, its contractors, and/or employees,  
28 agents and representatives related to the indemnifying Party's responsibilities and other work referred to  
29 in this Agreement; provided, however that if such claims, damages and injuries to persons or property are  
30 caused by or result from the proportionate or concurrent negligence of the Parties, this indemnification  
31 obligation applies only to the extent of the negligence of each Party, its contractor or employees, agents  
32 or representatives.  
33

34 **19. Filing**

35  
36 The County shall attend to filing this Agreement with the County Auditor pursuant to RCW  
37 39.34.040.  
38

39 **20. Notices**

40  
41 Any notice given by either party to the other hereunder shall be served, if delivery in person, to the office  
42 of the representative authorized and designated in this section to receive notice for the respective party, or if  
43 deposited in the mail, properly stamped with the required postage and addressed to the office of such  
44 representative as indicated in this Agreement. Either party hereto shall have the right to change any  
45 representative or address it may have given to the other party by giving such other party due notice in writing  
46 of such change.  
47

48 To Pierce County:  
49 Director of Emergency Management  
50 South 35th Street, Suite D  
51 Tacoma, WA 98409  
52  
53

To Pierce Transit:  
Chief Operations Officer  
3701 96<sup>th</sup> Street SW  
Lakewood, WA 98499



## 21. General Provisions

This Agreement contains all of the undertakings of the parties with respect to any matter covered or mentioned herein. No provision of the Agreement may be amended or modified except by written agreement signed by the parties and adopted by each party's governing board. Any provision of the Agreement that is declared invalid or illegal will in no way affect or invalidate any other provision hereof and such other provisions will remain in full force and effect. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach, and no term or condition of this Agreement shall be held to be waived, modified or deleted except by a writing signed by the parties and adopted by each party's governing board. The Parties represent that they have the legal authority to bind their respective agencies and have specific authority from their governing Boards to enter into this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year last written below.

### **PIERCE TRANSIT**

Approved:

By \_\_\_\_\_  
Lynne Griffith                      Date  
Chief Executive Officer

### **PIERCE COUNTY**

Approved as to legal form:

By \_\_\_\_\_  
Deputy Prosecutor

Recommended:

By \_\_\_\_\_  
Budget & Finance                      Date

Approved:

By \_\_\_\_\_  
Department Director                      Date

By \_\_\_\_\_  
Pierce County Executive                      Date



CCN AGREEMENT EXHIBIT A

**SHARED INFRASTRUCTURE  
OF THE PIERCE-TRANSIT – PIERCE COUNTY COMBINED COMMUNICATIONS  
NETWORK (“CCN”)**

**Exhibit A to Agreement Providing for Creation, Operation, and Governance of A  
Combined Communication Network**

Pursuant to Section 3 “Definitions” and Section 4 “Ownership of Shared Infrastructure Comprising CCN” of the Agreement Providing for Creation, Operation and Governance of a Combined Communications Network (“CCN”) dated \_\_\_\_\_, the following assets constitute the “Shared Infrastructure” of the CCN.

**P25 Master Site:** The P25 Master site is core of the overall Single County Wide Communication System (“SCWCS”). This includes switches, routers, servers, software, licenses and other supporting equipment that make up components of the radio system and auxiliary alarming, reporting and data collection systems received from the shared sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$1,500,000	\$1,500,000	\$3,000,000

**Network Sub-System:** The Network Sub-System is a component of the overall SCWCS. This includes switches, routers, servers, software, and other supporting equipment that make up components of the radio system and auxiliary alarming, reporting and data collection systems between the shared sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$250,000	\$300,000	\$550,000

**Key Management Sub-System:** The Key Management Sub-System is a component of the overall SCWCS. This includes equipment and means by which radio programming and encryption keys are managed and distributed.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$0	\$100,000	\$100,000

**Wireless Data Networks:** A wireless data network is a telecommunications network that allows computers or radio communication devices to exchange data such as GPS and CAD/AVL data. The connections (network links) between networked computing devices (network nodes) are established using either cable media or wireless media.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$12,000,000	\$1,200,000	\$13,200,000



**Recording Sub-Systems:** The Recording Sub-System is a component of the overall SCWCS. This includes Logging Recorder servers, Archive servers, and supporting equipment.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$700,000	\$100,000	\$800,000

**Radio Sub-System:** The Radio Sub-System comprises part of the overall SCWCS. This includes radio transmitter and receiver equipment, various facilities, site development, site enhancements, services and supporting equipment such as communication buildings, towers, generators, fencing, security, HVAC systems, and power systems. The Radio Sub-System includes the equipment and assets at the shared sites listed on Appendix 1 hereto.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$15,000,000	\$17,000,000	\$32,000,000

**Microwave Sub-System:** The Microwave Sub-System is a transport component of the overall SCWCS. This includes design, transceivers, dish antennas, wave guides, dehydration, pressurization equipment, installation and services, and other associated components that provide wireless connectivity between the shared sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$1,200,000	\$1,400,000	\$2,600,000

**Fiber Sub-System:** The Fiber Sub-System is a transport component of the overall SCWCS. This includes fiber cables, Multiplexing equipment, and other and other associated components that provide optical connectivity between sites.

Pierce Transit Investment	Pierce County Investment	Total CCN Investment
\$1,200,000	\$750,000	\$1,950,000

Grand Total Pierce Transit Investment	Grand Total Pierce County Investment	Grand Total CCN Investment in Shared Infrastructure
\$30,100,000	\$22,350,000	\$52,450,000



**SHARED INFRASTRUCTURE  
OF THE PIERCE-TRANSIT – PIERCE COUNTY COMBINED COMMUNICATIONS  
NETWORK (“CCN”)**

**Appendix 1 to Exhibit A to Agreement Providing for Creation, Operation, and Governance  
of A Combined Communication Network**

Pursuant to Section 3 “Definitions” and Section 4 “Ownership of Shared Infrastructure  
Comprising CCN” of the Agreement Providing for Creation, Operation and Governance of a  
Combined Communications Network (“CCN”) dated \_\_\_\_\_, Pierce Transit and Pierce County  
intend to contribute to the “Shared Infrastructure” of the CCN all equipment and assets at the  
following shared sites:

Site Name	Location
Mineral Hill Remote site (S)	46°44'36.65" N 122°10'05.47" W
Purdy Prime (W) and Remote site (M)	14515 54th avenue NW Gig Harbor, 98332
DuPont Remote repeater (W)	1650 Forman Road, Lakewood, WA.
Home Remote repeater (W)	17782 16th St KP S Lakebay WA 98394
Vaughn Remote repeater (W)	17500 80th St KP N Vaughn WA 98394
T N B Remote Repeater (W)	47°15'54.29" N 122°32'51.49" W
CMF Prime (M)	4812 196 <sup>th</sup> Street East Spanaway WA 98387
Graham Hill Remote repeater (M)	25016 Meridian Graham WA 98338
Spar Pole Remote repeater (M)	47°02'51.39" N 122°08'38.85" W
Eatonville Prime (S)	46008 Alder Cutoff Road Eatonville WA 98328
McKenna Remote repeater (S)	346th Street S and highway 507 Roy WA 98580
3 Sisters (IR) Site	47°07'00.35" N 121°53'33.59" W
Puyallup Remote repeater (M)	110 39 <sup>th</sup> Ave SE Puyallup WA 98374
Hemlock Remote repeater (M)	10101 Hemlock Avenue Lakewood, WA



Indian Hill Remote repeater (M)	4819 37 <sup>th</sup> Ave NE Tacoma WA 98422
Top Hat (IR) Site	206 SW 112 <sup>th</sup> Street, Seattle WA 98146

**Shared Site Legend:**

1. Main Simulcast (M)
2. South Simulcast (S)
3. West Simulcast (W)
4. Independent Repeater Site (IR)



CCN AGREEMENT EXHIBIT B

**SEPARATE ASSETS  
OF PIERCE TRANSIT AND PIERCE COUNTY  
UTILIZED IN THE COMBINED COMMUNICATIONS NETWORK (“CCN”)  
BUT NOT INTENDED TO BE SHARED INFRASTRUCTURE**

**Exhibit B to Agreement Providing for Creation, Operation, and Governance of A  
Combined Communication Network**

Pursuant to Section 3 “Definitions” and Section 4 “Ownership of Shared Infrastructure  
Comprising CCN” Agreement Providing for Creation, Operation and Governance of a Combined  
Communications Network (“CCN”) dated \_\_\_\_\_, the following assets remain separate  
property of the Parties and are not intended to be “Shared Infrastructure” of the CCN.

**Pierce Transit separate assets include:**

1. Smart System Technologies: specialized technologies which may or may not integrate or  
function within the SCWCS. This includes but not limited to the following technologies:  
Automated Passenger Counting (APC), Automatic Voice Announcement (AVA), and  
Video Camera Solutions, etc;
2. Subscriber Equipment: portable and mobile sub-scriber equipment, consolets, consolett  
remotes, and base station equipment that is intended to operate on the SCWCS  
infrastructure for day-to-day intra-agency communications and/or inter-agency cross-  
jurisdictional interoperability purposes; and
3. The following facilities:

Site Name	Location	Asset Owner
Pierce Transit (Dispatch – Building 5)	3701 96 <sup>th</sup> Street SW, Lakewood, WA 98499	Pierce Transit
Pierce Transit (Building 4)	3701 96 <sup>th</sup> Street SW, Lakewood, WA 98499	Pierce Transit

**Pierce County separate assets include:**

4. **Subscriber Equipment:** portable and mobile sub-scriber equipment, consolets,  
consolett remotes, and base station equipment that is intended to operate on the SCWCS  
infrastructure for day-to-day intra-agency communications and/or inter-agency cross-  
jurisdictional interoperability purposes.
5. The following facilities:

Site Name	Location	Asset Owner
Department of Emergency Management	2501 South 35 <sup>th</sup> Street, Suite D, Tacoma, WA 98409-7405	Pierce County





## Pierce County Council

930 Tacoma Ave S, Rm 1046  
Tacoma, WA 98402-2176  
(253) 798-7777  
FAX (253) 798-7509  
Toll-Free (800) 992-2456  
[www.piercecountywa.org/council](http://www.piercecountywa.org/council)

Exhibit B

**Council Amendment No. 1**  
**Proposal No. R2014-95s**  
**Green**

**Date:** October 7, 2014  
**To:** Pierce County Council  
**From:** Councilmembers McDonald and Richardson  
**Hearing Date:** October 7, 2014  
**Attachments:** None  
**Subject:** **Proposal No. R2014-95s, Combined Communications Network**

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We recommend the proposal be amended as follows:

1. At page 2 of Exhibit A, beginning at line 11, modify the definition as shown in strikeout and highlight as follows:

"Operations Board: A joint board consisting of the ~~Chief Operating Officer of Pierce Transit Radio Communication Technology Administrator or designee~~ and the Director of the Pierce County Department of Emergency Management or ~~designee~~, formed to advise the Executive Board and charged with day-to-day monitoring of CCN operations."

2. At page 4 of Exhibit A, beginning at line 18, modify the membership of the Executive Board as shown in strikeout and highlight as follows:

"Membership on the Executive Board shall consist of the County Executive or designee, the Chair of the Pierce County Council or designee, the ~~Chair of the Pierce Transit Board of Commissioners or designee~~, and the Chief Executive Officer of Pierce Transit or designee, and the Chief Operations Officer of Pierce Transit or designee, each of whom shall attend meetings of the Executive Board, each of whom shall be required for a quorum, and each of whom shall have equal voice and one vote. The County Executive or designee and the Chair of the County Council or designee may only be members of the CCN Executive Board if that person is not contemporaneously serving on the Pierce Transit Board of Commissioners. In the event of a tied vote on any item, no action is approved."

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