

# **PIERCE TRANSIT BOARD MEETING**

**Training Center, Rainier Room**

**December 8, 2014, 4:00 PM**

## **AGENDA**

### **CALL TO ORDER**

### **ROLL CALL**

### **PRESENTATIONS**

- Operator of the Month for October ~ Michael Parker  
Hazel Whitish  
Transit Operator Assistant Manager
- Recognition for Forty Years of Service ~ Danny Wydra, Transit Operator  
Hazel Whitish  
Transit Operator Assistant Manager
- Driven by Art Program  
Doug Middleton  
Chief Operations Officer
- Financial Update  
Wayne Fanshier  
Chief Financial Officer

### **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.)*

### **CONSENT AGENDA**

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

1. Approval of Vouchers, December 1, 2014
2. FS 14-078, Authority to Create a new Pierce Transit Code Section 3.13.210 – Purchasing Credit Card Program; Revise Pierce Transit Code Section 3.28 – Business and Travel Expense policy; and Rescinding PT Code Sections 3.28.020 -3.28.100 in their Entirety
3. FS 14-080, Authorization to Execute a Memorandum of Agreement (MOA) with Pierce County for Pierce Transit to Manage and Expend Federal CMAQ Grant Funds for the Trip Reduction Support Services Program from January 1, 2015 – December 31, 2018
4. FS 14-081, Authorization to Execute Amendment No. 3 to the Master Agreement with the Department of Enterprise Services (DES) to Extend the Term of Project Management Services Through December 31, 2015
5. FS 14-082, Authorization to Execute Amendment No. 2 to the Interagency Agreement Between Pierce Transit and Sound Transit for ST Express Bus Service Operations and Maintenance

6. FS 14-083, Authorization to Execute Amendment No. 1 with Sound Transit Authorizing a Three-Month Extension for the Maintenance and Operations of the Tacoma Dome Station Garage and Bus Platform, Effective January 1, 2015 Through March 31, 2015

### **ACTION AGENDA**

1. FS 14-084, Adoption of the Annual Budget for Fiscal Year 2015  
Wayne Fanshier  
Chief Financial Officer
2. FS 14-079, Adoption of the 2015 Legislative Priorities  
Justin Leighton  
Government Relations Officer
3. FS 14-085, Authority to Execute a Contract with Apollo Video Technology for the Purchase, Install and Software of Cameras on buses System  
Alberto Lara  
Chief Administration Officer

### **INFORMATIONAL BOARD ITEM**

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

### **STAFF UPDATES/DISCUSSIONS**

### **EXECUTIVE SESSION**

Litigation, pursuant to RCW 42.30.110 (1) (i)

### **ADJOURNMENT**

## FACT SHEET

**TITLE:** Authority to Create a New Pierce Transit Code Section 3.13.210 – Purchasing Credit Card Program; Revise Pierce Transit Code Section 3.28 – Business and Travel Expense Policy; and Rescinding PT Code Sections 3.28-020 – 3.28.100 in Their Entirety

**DIVISION:** Finance

**ORIGINATOR:** Wayne Fanshier, Chief Financial Officer

**PRECEDING ACTION:** Resolution No. 1980-021, Establishment of Travel Policy; Resolutions Nos. 1980-117, 1981-014, 1982-30, 1988-087, 1989-110, 1990-134, 1996-037, 2001-031, 2002-009

**COORDINATING DEPARTMENT:** Finance

**APPROVED FOR SUBMITTAL:**

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

**APPROVED FOR AGENDA:**

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

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

**ATTACHMENTS:**

Proposed Resolution

Exhibit A, Proposed PT Code Section 3.13.210, Purchasing Credit Card Program

Exhibit B, Revised PT Code Section 3.28, Business and Travel Expense Policy

---

### BUDGET INFORMATION

2014 Budget Amount  
N/A

Required Expenditure  
N/A

Impact  
N/A

**Explanation:** There is no budget impact or expenditure required for this action.

---

### BACKGROUND:

The Pierce Transit Travel Policy was originally adopted on by Resolution 1980-021 and revised in part on the dates shown above and is currently found at Chapter 3.28 of the Pierce Transit Code. A review of the current policy indicates a need for revisions to increase efficiencies and ease of utility. The proposed new Business and Travel Expense Policy establishes authority and controls in accordance with existing laws and requirements and delegates to the Chief Executive Officer (CEO) the authority to approve, enforce, and revise specific procedures and rules governing agency business, travel, recruitment and relocation expenses.

The new policy provides authority to pay reasonable business and travel expenses for employees and members of the Board of Commissioners incurred on behalf of the Agency for authorized business purposes authorized by the Board of Commissioners. The policy authorizes travel advances. Reimbursement for non-employees' business and travel expense recruitment purposes and relocation costs are also provided.

Expenses authorized under the policy will comply with Pierce Transit procurement and credit card policies and procedures and with Chapter 42.24, of the Revised Code of Washington. The policy delegates to the Chief Executive Officer the authority to approve specific procedures and administrative rules governing Pierce Transit business, travel, and relocation expenses.

The new Business and Travel Expense Policy shall be governed under PT Code Section 3.28. The Purchasing Credit Card Program shall be governed under PT Section 3.13.210.

Agency staff have completed the Business and Travel Expense Procedure Manual which will be approved by the CEO upon adoption of Resolution No. 14-062 by the Board of Commissioners. This manual, among other items, provides for reimbursement of certain meals for authorized travel on a *per diem* basis, defines allowable expenses for Agency business and travel, discusses appropriate use of Agency credit cards, and outlines employee and Agency obligations with regard to such expenses.

UPDATE:

On November 20, 2014, the Executive Finance Committee met and reviewed the proposed travel policy. After the conclusion of the staff presentation, the Executive Finance Committee referred FS 14-078 to the December 8, 2014 Board of Commissioners Meeting with recommendation to approve the new Business and Travel Expense Policy and Purchasing Credit Card Policy as presented in Exhibits A and B.

ALTERNATIVES:

The alternative would be to not revise the Travel Policy.

RECOMMENDATION:

Approve Resolution No. 14-062, authorizing the new Business and Travel Expense Policy and Purchasing Credit Card Policy as presented in Exhibits A and B.

## RESOLUTION NO. 14-062

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Giving Authority to Create a New PT Code  
2 Section 3.13.210 – Purchasing Credit Card Program; Revise PT Code Section 3.28 – Business and Travel  
3 Expense Policy; and Rescinding PT Code Sections 3.28-020 – 3.28.100 in Their Entirety  
4

5 WHEREAS, by Resolution No. 02-009, the Board of Commissioners of Pierce Transit adopted a revised  
6 Travel Policy that is currently set forth in Pierce Transit Code Section 3.28; and

7 WHEREAS; a review of the existing policy indicates a need to revise the policy to allow for greater  
8 efficiencies and ease of utility; and

9 WHEREAS, the proposed new travel policy supports management recommendations to bring the  
10 Agency's policies and practice in line with the existing laws and requirements; and

11 WHEREAS, the proposed policy provides authority to pay reasonable and necessary business and  
12 travel expenses for employees and members of the Board of Commissioners incurred on behalf of the Agency  
13 for authorized business purposes authorized by the Board of Commissioners; and

14 WHEREAS, the proposed policy authorizes reimbursement for non-employees for reasonable and  
15 necessary business and travel expense recruitment purposes and relocation costs; and

16 WHEREAS, the proposed policy provides for travel advances; and

17 WHEREAS, the proposed policy delegates to the Chief Executive Officer (CEO) the authority to  
18 approve, enforce, and revise specific procedures and rules governing agency business, travel, recruitment and  
19 relocation expenses, and directs that the procedures for the Business and Travel Expense Policy are provided  
20 for in the Business and Travel Expense Procedure Manual to be on file with the Finance Division; and

21 WHEREAS, all previous Business and Travel Expense Policies should be rescinded and Pierce Transit  
22 Code Section 3.28 be revised to contain the new proposed Business and Travel Expense Policy; and

23 WHEREAS, Pierce Transit Code Sections 3.28-010 through 3.28.100 should be rescinded in their  
24 entirety; and

25 WHEREAS, the Purchasing Credit Card Program should be removed from Pierce Transit Code Section  
26 3.28.100 and revised under new Pierce Transit Code Section 3.13.210 – Purchasing Credit Card Program,  
27 which is attached hereto as Exhibit A; and

28 WHEREAS, the Business and Travel Expense Policy shall be provided for in Pierce Transit Code Section  
29 3.28, which is attached hereto as Exhibit B; and

30 WHEREAS, expenses shall comply with Pierce Transit procurement and credit card policies and  
31 procedures and with Chapter 42.24, Revised Code of Washington; and

1 NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit authorizes the  
2 following:

3 Section 1. the Purchasing Credit Card Program shall be removed from Pierce Transit Code Section  
4 3.28.100 and revised under new Pierce Transit Code Section 3.13.210 – Purchasing Credit Card Program,  
5 which is attached hereto as Exhibit A; and

6 Section 2. Pierce Transit Code Section 3.28 shall be revised to contain the new Business and Travel  
7 Expense Policy, which is attached hereto as Exhibit B; and

8 Section 3. Pierce Transit Code Sections 3.28-020 through 3.28.100 shall be rescinded in their entirety  
9 and procedures relating to business and travel expenses are provided for in the Business and Travel Expense  
10 Procedure Manual, which shall be kept on file with the Finance Division; and

11 Section 4. The Chief Executive Officer is delegated the authority to approve specific procedures and  
12 administrative rules governing Pierce Transit business, travel and relocation expenses to be provided for in a  
13 Business and Travel Expense Procedure Manual.

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

16 PIERCE TRANSIT

17  
18  
19 \_\_\_\_\_  
20 Rick Talbert, Chair  
21 Board of Commissioners  
22

23 ATTEST/AUTHENTICATED

24  
25 \_\_\_\_\_  
26 Deanne Jacobson, CMC  
27 Clerk of the Board  
28  
29

**Pierce Transit Code Section 3.13.210 is hereby created and shall be added to the PT Code as follows:**

**"Chapter 3.13.210 – Purchasing Credit Card Program**

- A. For the purpose of this section, purchasing credit card means a card that is the responsibility of the Agency, with the balance to be paid monthly, which gives the cardholder authorization to make purchases to conduct official Agency business.
- B. The Chief Executive Officer is authorized to establish policies and procedures for issuance of purchasing credit cards to appropriate Agency personnel.
- C. The Chief Financial Officer will develop and implement guidelines and controls to ensure the proper usage of the cards, and establish credit limits."

*Pierce Transit Code Section 3.28 is hereby revised as follows:*

**"Chapter 3.28 – ~~Travel Policy~~\* Business and Travel Expense Policy**

Pierce Transit shall pay all reasonable and necessary business and travel expenses for employees and members of the Board of Commissioners, provided that such expense is incurred on behalf of the Agency for authorized business purposes, and is within the budget authorized by the Board of Commissioners.

Approval of the Chief Executive Officer's business and travel expenses shall be by the Chair or Vice Chair of the Board of Commissioners or Chair of the Executive Finance Committee, or by another Commissioner designated by the Chair. Approval of any member of the Board of Commissioner's business or travel expense shall be by the Chair of the Board of Commissioners, or in the case of the Chair's business or travel expense, by another Board member.

Reimbursement may also be authorized for non-employees for business and travel expenses related to recruitment or relocation costs pursuant to Agency procedures and rules. Expenses will comply with Agency procurement and credit card policies and procedures and with Chapter 42.24, Revised Code of Washington. Travel advances are authorized.

The Board of Commissioners delegates to the Chief Executive Officer (CEO) the authority to approve, enforce, and revise specific procedures and rules governing agency business, travel, recruitment and relocation expenses.

The procedures for the Business and Travel Expense Policy are provided for in the Business and Travel Expense Procedure Manual and shall be on file with the Finance Division."

***Pierce Transit Code Sections 3.28-010 through 3.28.100 are hereby rescinded in their entirety.***

~~"3.28.010—Overnight stay Report requirements:~~

~~Travel involving an overnight stay requires prior approval by the chief executive officer for staff members or chairman of the board for the chief executive officer or members of the board. The general policy for an overnight stay is that the destination be at least 25 miles from Pierce Transit or the traveler's return destination, whichever is nearer. A travel authorization and expense report (TAER) must be completed by the employee, then signed by the supervisor and division or department head before submittal to the chief executive officer for final approval. TAER's for the chief executive officer or other board members must be approved by the chairman of the board. Travel and TAER's by the chairman of the board must be approved by~~



~~the chief executive officer after it is authorized by the rest of the board at a regularly stated meeting.~~

~~(Res. 90-131 §1; Res. 00-019 §1)~~

#### ~~3.28.020 – Transportation fares and lodging.~~

~~First class transportation fares are prohibited except for rail fares involving trips over 400 miles one-way. Requisitions for transportation fares and lodging are submitted to the purchasing section for advance payment and must be accompanied by a copy of an approved TAER. A Pierce Transit travel card may be used to purchase airline and train tickets, and to hold lodging reservations. However, the travel card may not be used to pay for lodging.~~

~~(Res. 90-131 §2; Res. 02-009 §2)~~

#### ~~3.28.030 – Meal reimbursement for overnight travel.~~

~~Meals are reimbursed on the basis of actual expenses. Expenditures are to be certified by the claimant.~~

~~(Res. 90-131 §3; Res. 02-009 §2)~~

#### ~~3.28.040 – Use of advance travel account.~~

~~When travel requires an overnight stay, the traveler may receive, in advance, money required for the following items: lodging, meals, personal auto expenses, gasoline for agency vehicles, or rental car expenses. An advance of \$40 per day may be paid for meals. For partial days, the advance is prorated. A full day's meal advance is paid for travel beginning before 1:00 p.m. A half day's meal advance is paid for travel beginning after 1:00 p.m.~~

~~(Res. 90-131 §5)~~

#### ~~3.28.050 – Telephone charges.~~

~~Telephone calls on behalf of the agency while traveling out of town should either be made collect to Pierce Transit or charged to the calling card issued by Pierce Transit.~~

~~(Res. 90-131 §6)~~

### ~~3.28.060 – Use of privately owned vehicles.~~

~~Pierce Transit employees using their own automobile in connection with the performance of their duties for Pierce Transit shall be paid at the rate per mile allowed by the Internal Revenue Service for such use. Mileage is calculated as the actual round trip mileage to the destination from either Pierce Transit to another starting point, whichever is shorter. If the destination is more than one hundred and fifty (150) miles from Tacoma, reimbursement for mileage shall not exceed an amount equal to the coach airline fare. For distances of less than one hundred and fifty (150) miles, the use of public carriers or staff vehicles is encouraged.~~

~~(Res. 96-037 §§1, 2; Res. 01-031 §1)~~

### ~~3.28.070 – Automobile rentals.~~

~~While traveling for business purposes, it may be necessary to rent an automobile. Rental agencies provide short-term policies of insurance for a variety of coverages relating to the use of their automobiles. Agency travelers should decline the coverage and sign the waiver agreements unless the traveler determines a personal need for one or more of the insurance coverages being offered by the rental agency. The agency will not reimburse travelers for optional coverages provided by automobile rental agreements. The three most common coverages are collision damage, personal indemnity, and theft of contents coverage. The collision waiver agreement and the personal indemnity waiver agreement are a duplication of coverages provided by agency policy. The theft of contents coverage is a personal matter to the traveler and will not be subject to reimbursement by the agency.~~

~~(Res. 90134 §9))~~

### ~~3.28.080 – Reimbursement Documentation requirements.~~

~~A. For travel outside Pierce Transit's jurisdiction not requiring an overnight stay, employees should complete a local business and expense claim form. For those who tend to travel more than once a month, this form should be submitted only once each month. For local business expense, reimbursement will be made only upon presentation of actual receipts for all expenses other than mileage. If the total expenses are \$25 or less, reimbursement can be made by presenting the expense claim with a petty cash voucher. For amounts more than \$25, the local business and expense form should be presented with a requisition to the purchasing section. Travel on local business is not eligible for the travel allowance.~~

~~B. For a trip requiring an overnight stay, the TAER must be completed by the traveler upon return from the trip. Documentation should be provided for all reimbursable expenses other than meals below the \$10, \$10 and \$20 thresholds for breakfast, lunch and dinner, respectively. Documentation includes receipts for hotels, rental cars and gasoline for rental or agency vehicles. Receipts should be obtained whenever possible, though are not required for reasonable costs for taxi, limousine, parking and bus service. The completed TAER form with receipts must be returned to the manager of accounting within ten days after the traveler's return.~~

~~(Res. 90-134 §7)~~

~~3.28.090 – Nontravel business meals Eligible for reimbursement when:~~

~~A. The agency will reimburse Pierce Transit employees for reasonable and necessary meal expenses incurred during the course of conducting agency business, even though travel outside the jurisdiction is not required. To be eligible, no reasonable alternatives to holding the meeting during normal meal times may exist and the principal purpose of the meeting must be to discuss Pierce Transit business. Normal meal times are defined as 7:00 to 8:00 a.m., 12:00 to 1:00 p.m. and 5:00 to 6:00 p.m.~~

~~B. Reasonable and necessary meal expenses are defined as those expenses incurred in the course of conducting agency business. However, when meetings times are flexible, they should be scheduled outside of customary meal hours. Meal expenses in connection with seminars extending over mealtimes qualify for reimbursement.~~

~~C. Only those meetings that take an employee out of their normal routine and choice of a consumption of a meal may be considered for meal reimbursement. Reimbursement for meals within the agency's jurisdiction or on agency premises is permissible if the primary purpose of the meeting is for the conduct of agency business and the meeting takes place over a normal meal time, e.g. 7:00 a.m. to 8:00 a.m., 12 noon to 1:00 p.m., and 5:00 to 6:00 p.m.~~

~~D. Agency employees are not permitted to purchase meals for nonagency governmental employees, vendors, consultants or members of the general public. However, nonagency employees on "loan," e.g. members of interview boards, will be eligible for agency paid meals provided that the meal arrangement has been established in writing with the lending organization in advance.~~

~~E. In general, refreshments do not qualify for reimbursement. However, in the case of training and recognition programs that include refreshments as a reward for achieving particular goals~~

~~or where the provision of refreshments is integral to the objective of the program, expenses are reimbursable provided the program has been approved by specific resolution enacted by the board of commissioners.~~

~~(Res. 90-134 §8)~~

~~3.28.100 – Travel/purchasing credit card program.~~

~~A. Definitions. For the purpose of this section, "travel and purchasing card" means a card that is the responsibility of the agency, with the balance to be paid monthly, which gives the cardholder the privilege of making official travel arrangements and small governmental purchases.~~

~~B. Authorization. The chief executive officer is herewith authorized to establish policies and procedures for issuance of travel and/or purchasing cards to appropriate agency personnel.~~

~~C. Limitations. The vice president of finance and administration shall implement the following system for the distribution, authorization and control, credit limits and payment of bills related to the use of credit cards by Pierce Transit:~~

~~1. Distribution. Credit cards may be distributed to those Pierce Transit employees, who in the vice president's opinion have responsibilities that would be facilitated by the use of a credit card and said use would benefit Pierce Transit.~~

~~2. Authorization and Control. The vice president of finance and administration shall develop and implement guidelines and accounting controls to ensure the proper usage of the cards, and establish credit limits.~~

~~3. Payment of Bills. The vice president of finance and administration shall establish and implement a written procedure for the payment of all credit card bills.~~

~~4. Unauthorized Charges. Cards issued by Pierce Transit shall not be authorized for use on non-agency business. The chief executive officer shall be authorized to take all necessary legal action to recover unauthorized charges and to develop a disciplinary process for unauthorized use."~~

~~(Res. 00-020 §§ 1—3)~~

## FACT SHEET

**TITLE:** Authorization for the Chief Executive Officer to Enter Into and Execute a Memorandum of Agreement (MOA) with Pierce County for Pierce Transit to Manage and Expend Federal CMAQ Grant Funds for the Trip Reduction Support Services Program From January 1, 2015 – December 31, 2018

**DIVISION:** Transit Development

**ORIGINATOR:** Sharon Stockwell, Senior Employer Services Coordinator

**PRECEDING ACTION:** Previous Resolution

**COORDINATING DEPARTMENT:**

**APPROVED FOR SUBMITTAL:**

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

**APPROVED FOR AGENDA:**

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

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

**ATTACHMENTS:**

Proposed Resolution  
Exhibit A, Proposed MOA

---

### BUDGET INFORMATION

2015 Budget Amount	Total Required Expenditure through	Impact
\$40,096	December 31, 2015 - \$208,093	\$0

Explanation: Pierce Transit will invoice the County monthly for the cost of this program and will receive reimbursement for 86.5% of program costs through the grant for a total reimbursement amount of \$180,000. Pierce Transit's contribution will be through in-kind services of 13.5%, for a total value of \$28,092.

---

### BACKGROUND:

With the inception of the Commute Trip Reduction (CTR) law in 1991 Pierce Transit partnered with Pierce County to assist employers in developing, implementing, and promoting transportation programs to reduce drive alone trips and vehicle miles traveled. Since 1999 Pierce County has provided Congestion Mitigation and Air Quality (CMAQ) federal funds to Pierce Transit to develop and administer programs and incentives to increase the use of transportation options. Current ongoing program elements include Emergency Ride Home, Relax Rewards (commuter incentives), Summit Awards (employer recognition) and various annual promotions and campaigns.

With this funding Pierce Transit will collaborate with Pierce County in planning, developing, and implementing a Trip Reduction Support Services Program. The work plan tasks include: 1) Providing education programs and services tailored to meet the needs of employers and/or residents with the goal of reducing drive alone trips; 2)

Providing personalized assistance, marketing materials, and incentives aimed at encouraging the use of transportation options; 3) Providing an Emergency Ride Home program, incentive based program, campaigns, recognition program and, when identified as a need by Pierce County and Pierce Transit, other related programs; and staffing to support the project.

By authorizing the Chief Executive Officer to enter into and execute a Memorandum of Agreement with Pierce County, Pierce Transit will continue to provide trip reduction support services to employers and/or residents in Pierce County for the term of January 1, 2015 – December 31, 2018.

ALTERNATIVES:

Do not authorize. Declining the authorization will strictly limit Pierce Transit's employer/resident outreach.

RECOMMENDATION:

Approve Resolution No. 14-063, authorizing the Chief Executive Officer to enter into and execute a Memorandum of Agreement with Pierce County for Pierce Transit to manage and expend federal CMAQ funds in the amount of \$208,093 to provide a Trip Reduction Support Services Program from January 1, 2015 – December 31, 2018

**RESOLUTION NO. 14-063**

A RESOLUTION of the Board of Commissioners of Pierce Transit  
Authorizing the Chief Executive Officer to Enter Into and Execute a Memorandum of Agreement with  
Pierce County for Pierce Transit to Manage and Expend Federal Congestion Mitigation and Air Quality (CMAQ)  
Grant Funds for the Trip Reduction Support Services Program

WHEREAS, Pierce Transit partners with Pierce County to assist employers in developing, implementing, and promoting transportation programs to reduce drive alone trips and vehicle miles traveled; and

WHEREAS, since 1999, Pierce County has provided federal Congestion Mitigation and Air Quality (CMAQ) funds to Pierce Transit to develop and administer programs and incentives to increase the use of transportation options; and

WHEREAS, current programs include Emergency Ride Home, Relax Rewards (commuter incentives), Summit Awards (employer recognition) and various annual promotions and campaigns; and

WHEREAS, Pierce Transit will collaborate with Pierce County in planning, developing, and implementing a Trip Reduction Support Services Program; and

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

Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and execute a Memorandum of Agreement, in substantially the same form as attached hereto as Exhibit A, with Pierce County for Pierce Transit to manage and expend federal CMAQ funds, in the amount of \$208,093 to provide a Trip Reduction Support Services Program to employers and/or residents in Pierce County for the term of January 1, 2015 – December 31, 2018.

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

PIERCE TRANSIT

---

Rick Talbert, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

---

1  
2

Deanne Jacobson, CMC  
Clerk of the Board



**MEMORANDUM OF AGREEMENT  
BETWEEN PIERCE COUNTY AND PIERCE TRANSIT  
REGARDING  
THE TRIP REDUCTION SUPPORT SERVICES PROGRAM**

**THIS AGREEMENT** is entered into this day by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "the COUNTY") and **PIERCE TRANSIT**, the PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION (herein referred to as "TRANSIT").

**SECTION 1.0 PURPOSE**

The purpose of this Agreement is to set forth the responsibilities and obligations of the COUNTY and TRANSIT concerning the management and expenditure of federal CMAQ grant funds for a Trip Reduction Support Services Program.

**SECTION 2.0 TRANSIT RESPONSIBILITIES AND OBLIGATIONS**

- 2.1** TRANSIT shall collaborate with the COUNTY in the planning, development and implementation of the Trip Reduction Support Services Program.
- 2.2** TRANSIT shall collaborate with the COUNTY to develop a workplan for the Trip Reduction Support Services program. The workplan tasks shall include:
  - 2.2.1** Provide education programs and services tailored to meet the needs of employers and/or residents, with the goal of reducing drive alone trips;
  - 2.2.2** Provide personalized assistance, marketing materials, and incentives aimed at encouraging the use of transportation options;
  - 2.2.3** Provide an Emergency Ride Home program, incentive based program, campaigns, recognition program and, when identified as a need by the COUNTY and TRANSIT, other related programs; and
  - 2.2.4** Staffing to support the project.
- 2.3** TRANSIT agrees to expend Federal funds in accordance with the provisions of WSDOT's Local Agency Guidelines and LAA #7524.
- 2.4** TRANSIT shall establish and maintain for the project, either a separate set of accounts or accounts within the framework of an established accounting system in order to sufficiently and properly reflect all eligible project costs incurred in the performance of this Agreement. All staff time records shall use or clearly cross-reference the tracking account code established for this Agreement.
- 2.5** TRANSIT shall submit to the COUNTY, monthly, a report describing all activities, results, and tally of expenses and in accordance with the COUNTY's federal CMAQ reporting requirements associated with LAA #7524. The report shall include copies of materials developed to promote the program and all supporting documentation.

**SECTION 3.0 COUNTY RESPONSIBILITIES AND OBLIGATIONS**

- 3.1** The COUNTY shall collaborate with TRANSIT in the planning, development and implementation of the Trip Reduction Support Services Program.
- 3.2** The COUNTY shall provide purchasing guidelines.
- 3.3** The COUNTY shall participate in a consulting role in the selection process for any necessary consultant services, but TRANSIT shall have the final decision in identifying and engaging any consultants it deems necessary to perform the obligations contemplated by this Agreement.
- 3.4** The COUNTY shall reimburse TRANSIT 86.5% of eligible grant expenses incurred directly by TRANSIT. Final reimbursement to the TRANSIT will not exceed 86.5% of its incurred costs or \$180,000.00, whichever is less. Compensation, as detailed in SECTION 4.0, will be based on the program report, invoice, and documentation submitted by TRANSIT.

**SECTION 4.0 COMPENSATION**

TRANSIT shall submit to the COUNTY quarterly progress reports, a copy of all products produced that quarter, a line-item invoice, and all supporting documentation.

TRANSIT will submit, with the invoice, supporting documentation including properly executed payrolls, time records, invoices, contracts, receipts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed. For any incurred staff costs, documentation must include the units of work actually performed, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested.

These items are due to the COUNTY monthly, until the agreement expires or TRANSIT exhausts the compensation amount, whichever comes first.

Upon receipt of the progress report, invoice, and appropriate documentation, the COUNTY shall pay the TRANSIT 86.5% of the invoice amount. The unreimbursed 13.5% will be counted as TRANSIT's contribution to the required match amount.

TRANSIT's invoices over the term of this agreement shall not total more than \$208,093. The total reimbursement amount to TRANSIT over the term of this agreement will not exceed 86.5% of its total incurred costs or \$180,000, whichever is less.

**SECTION 5.0 AGREEMENT PERIOD**

Regardless of the execution date, the effective date of this AGREEMENT shall be January 1, 2015. The expiration date shall be December 31, 2018.

**SECTION 6.0 RECAPTURE PROVISION**

In the event WSDOT determines that TRANSIT has failed to expend Federal funds in accordance with the provisions of LAA #7524, WSDOT reserves the right to recapture Federal funds in an amount equivalent to the extent of noncompliance.

The COUNTY reserves the right to withhold further reimbursements to TRANSIT until WSDOT notifies the COUNTY that reimbursements may be resumed.

Such right of recapture shall exist for a period of three (3) years following the termination of this agreement. Repayment by TRANSIT of Federal funds under this provision shall occur within thirty (30) days of demand.

#### **SECTION 7.0 ASSIGNMENT AND SUBCONTRACTING**

No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the COUNTY.

#### **SECTION 8.0 NO THIRD PARTY BENEFICIARY**

The COUNTY does not intend by this agreement to assume any contractual obligations to anyone other than TRANSIT, and TRANSIT does not intend by this agreement to assume any contractual obligations to anyone other than the County. The COUNTY and TRANSIT do not intend that there be any third-party beneficiary to this agreement.

#### **SECTION 9.0 COUNTY AND TRANSIT AS INDEPENDENT CONTRACTOR**

Both TRANSIT and the COUNTY are, and shall at all times be deemed to be independent contractors. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between TRANSIT and the COUNTY or any of TRANSIT's or COUNTY's agents or employees. TRANSIT and the COUNTY shall each retain all authority for services rendered, standards of performance, control of personnel, and other matters incident to the performance of services by TRANSIT and the COUNTY, respectively, pursuant to this Agreement.

#### **SECTION 10.0 REGULATIONS AND REQUIREMENT**

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

#### **SECTION 11.0 RIGHT TO REVIEW**

This agreement is subject to review by any Federal or State auditor. The COUNTY or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the COUNTY. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by COUNTY agents or employees, inspection of all records or other materials that the COUNTY deems pertinent to the Agreement and its performance, and all communications with or evaluations by service recipients under this Agreement. TRANSIT shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for not less than three (3) years from the final payment of any federal aid funds to TRANSIT.

#### **SECTION 12.0 MODIFICATIONS**

Either party may request changes in the Agreement. No such modification, however, shall be

effective unless in writing and signed by duly authorized agents of both parties.

### **SECTION 13.0 TERMINATION OF THE AGREEMENT**

This Agreement will terminate when the terms of the Agreement are complete or upon mutual written consent of both parties to this Agreement.

### **SECTION 14.0 TERMINATION FOR PUBLIC CONVENIENCE**

The COUNTY may terminate the agreement in whole or in part whenever the COUNTY, in its sole discretion, determines that such termination is in the interests of the COUNTY. Whenever the Agreement is terminated in accordance with this paragraph, TRANSIT shall be entitled to 1) two weeks written notice of termination and 2) payment for actual work performed prior to termination. Termination of this agreement by the COUNTY at any time during its term, whether for default or convenience, shall not constitute a breach of contract by the COUNTY.

### **SECTION 15.0 DEFENSE AND INDEMNITY**

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

The indemnification provided herein shall apply to and require each party to defend, indemnify and hold harmless the other party for claims brought by an employee of one party against the other party if said claims are alleged to have arisen from the alleged negligent actions or omissions of the employee's employer, and in such case, the parties, with respect to each other only, waive and will not assert against each other, any immunity under the Washington State Industrial Insurance Act (RCW Title 51). This waiver is limited to actions by and between parties only and does not extend to the employees of either party. The parties expressly do not waive their immunity against claims brought by their own employees.

### **SECTION 16.0 NON-DISCRIMINATION**

The COUNTY and TRANSIT certify that they are Equal Opportunity Employers.

### **SECTION 17.0 INSURANCE COVERAGE**

TRANSIT shall, at its own expense, maintain, with an insurance carrier licensed or eligible under

RCW 48.15 to do business in the State of Washington or through a program of self insurance pool as provided for in RCW 48.62, with minimum coverage as outlined below, commercial automobile liability insurance and commercial general liability insurance.

Commercial Automobile Liability

Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence  
OR combined single limit coverage of \$2,000,000 with a deductible no greater than \$1000.

Commercial General Liability

Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence  
OR combined single limit coverage of \$2,000,000 with a deductible no greater than \$1000.

The COUNTY shall be named as an additional insured on all required policies and such insurance as is carried by TRANSIT shall be primary over any insurance carried by the COUNTY. TRANSIT shall provide a certificate of insurance to be approved by the COUNTY Risk Manager prior to execution of this Agreement. The certificate shall be attached to the Agreement.

The COUNTY shall have no obligation to report occurrences unless a claim is filed with the COUNTY Auditor; nor shall the COUNTY have an obligation to pay premiums.

**SECTION 18.0 INDUSTRIAL INSURANCE WAIVER**

With respect to the performance of this Agreement and as to claims against the COUNTY, its officers, agents, and employees, TRANSIT expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of TRANSIT. This waiver is mutually negotiated by the parties to this Agreement.

**SECTION 19.0 APPLICABLE LAW AND VENUE**

This Agreement shall be governed, construed, and interpreted according to the laws of the State of Washington. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Pierce County Superior Court. The Parties shall be responsible for their own attorney's fees and costs.

**SECTION 20.0 FUTURE NON-ALLOCATION OF FUNDS**

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the COUNTY will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated. No penalty or expense shall accrue to the COUNTY in the event this provision applies. COUNTY shall, however, within ten (10) days of learning that inadequate funds have been appropriated for any future fiscal period, shall notify TRANSIT of such funding shortage.

**SECTION 21.0 NOTICE**

Any formal notice or communication to be given by the COUNTY to TRANSIT under this Agreement shall be deemed properly given if delivered or if mailed postage prepaid and addressed to:

PIERCE TRANSIT  
POB 99070  
Lakewood, WA 98496  
Attention: General Counsel

Any formal notice or communication to be given by TRANSIT to the COUNTY under this Agreement shall be deemed properly given if delivered or if mailed postage prepaid and addressed to:

PIERCE COUNTY  
Pierce County Public Works and Utilities  
4301 South Pine Street, Suite, 628  
Tacoma, WA 98409-7207  
Attention: Traffic Engineer, Public Works and Utilities

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either TRANSIT or the COUNTY, by giving notice thereof to the other as herein provided.

**SECTION 22.0 SEVERABILITY**

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

**SECTION 23.0 WAIVER**

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

**SECTION 24.0 AMENDMENT**

Either party may request changes in the Agreement. No such modification, however, shall be effective unless in writing and signed by duly authorized agents of both parties.

**SECTION 25.0 ENTIRE AGREEMENT**

This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

**IN WITNESS WHEREOF**, Pierce County and Pierce Transit have executed this Agreement as of the date and year written above.

PIERCE TRANSIT:

PIERCE COUNTY:

Approved as to legal form only:

By: \_\_\_\_\_  
Chief Executive Officer Date

By: \_\_\_\_\_  
Deputy Prosecuting Attorney Date

Approved:

Recommended:

By: \_\_\_\_\_  
Chief Financial Officer Date

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

Attest:

**Approved:**

By: \_\_\_\_\_  
Clerk of the Board Date

By: \_\_\_\_\_  
Department Director Date  
(less than \$250,00)

By: \_\_\_\_\_  
Pierce County Executive Date  
(\$250,000 or more)

## FACT SHEET

**TITLE:** Authorization to Execute Amendment No. 3 to the Master Agreement with the Department of Enterprise Services (DES) to Extend the Term of Project Management Services Through December 31, 2015

**DIVISION:** Finance

**ORIGINATOR:** Clint Steele, Project Manager

**PRECEDING ACTION:** Resolution 13-040, Ratification and Extension of Interagency Master Agreement and Task Order No. 1 With the Department of Enterprise Services for Project Management Services Through December 31, 2014.

**COORDINATING DEPARTMENT:** Transit Development

**APPROVED FOR SUBMITTAL:**

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

**APPROVED FOR AGENDA:**

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

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

**ATTACHMENTS:**

Proposed Resolution

Exhibit A, Rate Sheet

Exhibit B, Proposed Amendment No. 3 – Contract Term Extension

---

### BUDGET INFORMATION

2014 Budget Amount  
N/A

Required Expenditure  
N/A

Impact  
N/A

**Explanation:** There is no current financial impact associated with the proposal to extend the term of the master agreement between Pierce Transit and DES. If Pierce Transit seeks to employ DES for future services, such assignments would be subject to the agreed rates set forth in Exhibit B, but any project would be brought to the Board for approval. At this point, staff does not know what projects, if any, we would seek to use DES for in 2015.

---

### BACKGROUND:

Pierce Transit staff seeks authority to extend the term of the current Interagency Master Agreement with the Washington State Department of Enterprises Services (DES) by one year to December 31, 2015. The overall purpose of the parties' Agreement is to provide an avenue by which DES may provide future contract management services to Pierce Transit. DES's Division of Engineering and Architectural Services (E&AS), Capital Project Management (CPM) provides contract management services to state agencies to design and construct state facilities. This program adds value to Pierce Transit by monitoring the project budget, schedule, quality, and ensuring that Pierce Transit's needs are met. Currently, the Agency is successfully working with DES to complete the Building 4 remodel and roof repair. At this time, it is unknown whether Pierce Transit will seek to utilize DES's



services in 2015 on certain projects. However, staff wishes to have the term of the parties' master agreement extended to allow us to work together in the coming year if it is determined that DES would be a good fit for a project.

DES may only move forward on a project with Pierce Transit's approval. Depending on the value, staff will return to the Board's Executive Finance Committee or to the Board to seek approval to assign a new project to DES when those contracts exceed the financial authority of the CEO.

The only proposed amendment to the Agreement is to extend the term to December 31, 2015. There is no change to the rates charged by E&AS or CPM for their services, nor is a new project being assigned to DES at this time.

ALTERNATIVES:

Do not authorize the Chief Executive Officer to extend the term of the Interagency Master Agreement with DES, which would prevent Pierce Transit from using the tools and services of E&AS, CPM.

RECOMMENDATION:

Approve Resolution No. 14-064, authorizing the Chief Executive Officer to enter into and execute Amendment No. 3, extending the term of the Master Agreement with Department of Enterprise Services (DES) for Project Management Services Through December 31, 2015.

## RESOLUTION NO. 14-064

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Amendment No. 3 to the Master Agreement to Extend the Term of the Interagency Master Agreement with Department of Enterprise Services Through December 31, 2015

WHEREAS, Resolution NO. 13-040 ratified the Master Agreement and authorized the extension of Interagency Master Agreement and Task Order No. 1 with the Department of Enterprise Services (DES) which provides a vehicle for DES to provide contract management services to Pierce Transit; and

WHEREAS, DES's Division of Engineering and Architectural Services (E&AS), Capital Project Management (CPM) provides contract management services to state agencies to design and construct state facilities; and

WHEREAS, DES's program adds value to Pierce Transit by monitoring a project's budget, schedule, quality, and ensuring that Pierce Transit's needs are met; and

WHEREAS, The Agency is successfully working with DES to complete the Building 4 remodel and roof repair; and

WHEREAS, While it is currently unknown whether Pierce Transit will seek to utilize DES's services in 2015 on certain projects, staff wishes to have the term of the parties' master agreement extended to allow the parties to work together in 2015 if it is determined that DES would be a good fit for a project; and

WHEREAS, Pierce Transit and DES mutually desire to have the option to work together on future projects; and

WHEREAS, Depending on value, Pierce Transit staff will return to the Board's Executive Finance Committee or the Board of Commissioners in 2015 to seek approval of certain projects if it is deemed that the project should be managed by DES when those contracts exceed the financial authority of the CEO; and

WHEREAS, the only proposed amendment to the Agreement is to extend the term to December 31, 2015. There is no change to the rates charged by E&AS or CPM for their services, nor is a new project being assigned to DES at this time; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit that the Pierce Transit Chief Executive Officer is hereby authorized to enter into and execute Amendment No. 3 to the DES Master Contract in substantially the same form as Exhibit A, may extend the term of the Interagency Master Agreement between the Department Of Enterprise Services And Pierce County Public Transportation Benefit Area Corporation through December 31, 2015.

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

---

Rick Talbert, Chairman  
Board of Commissioners

ATTEST:

---

Deanne Jacobson, CMC  
Clerk of the Board

**Project Management Fee Schedule**  
**Engineering and Architectural Services**  
**May, 2009**

Total Project Value	Project Complexity *		
	C	B	A
	Fee	Fee	Fee
0 to 25,000	\$2,992.00	\$3,740.00	\$4,488.00
\$50,000.00	\$3,740.00	\$4,675.00	\$5,610.00
\$100,000.00	\$4,675.00	\$5,844.00	\$7,013.00
\$200,000.00	\$7,788.00	\$9,735.00	\$11,682.00
\$300,000.00	\$9,631.00	\$12,039.00	\$14,447.00
\$400,000.00	\$11,273.00	\$14,091.00	\$16,910.00
\$500,000.00	\$12,644.00	\$15,804.00	\$18,965.00
\$600,000.00	\$13,760.00	\$17,201.00	\$20,641.00
\$700,000.00	\$15,411.00	\$19,264.00	\$23,116.00
\$800,000.00	\$16,883.00	\$21,104.00	\$25,325.00
\$900,000.00	\$18,258.00	\$22,822.00	\$27,387.00
\$1,000,000.00	\$20,115.00	\$25,143.00	\$30,172.00
\$1,500,000.00	\$25,066.00	\$31,332.00	\$37,599.00
\$2,000,000.00	\$29,731.00	\$37,164.00	\$44,597.00
\$3,000,000.00	\$32,844.00	\$41,055.00	\$49,265.00
\$4,000,000.00	\$38,740.00	\$48,424.00	\$58,109.00
\$5,000,000.00	\$45,493.00	\$56,866.00	\$68,240.00
\$6,000,000.00	\$49,593.00	\$61,991.00	\$74,389.00
\$7,000,000.00	\$54,959.00	\$68,699.00	\$82,439.00
\$8,000,000.00	\$61,076.00	\$76,346.00	\$91,615.00
\$9,000,000.00	\$70,076.00	\$87,595.00	\$105,114.00
\$10,000,000.00	\$84,142.00	\$105,177.00	\$126,213.00
\$11,000,000.00	\$97,075.00	\$121,344.00	\$145,613.00
\$12,000,000.00	\$120,835.00	\$151,044.00	\$181,253.00
\$13,000,000.00	\$145,418.00	\$181,772.00	\$218,127.00
\$14,000,000.00	\$163,309.00	\$204,136.00	\$244,963.00
\$15,000,000.00	\$182,269.00	\$227,836.00	\$273,403.00

**\* Notes:**

1. Project management fees to be interpolated between project values shown.
2. The project complexity is to be determined based on the A/E fee schedule.
3. Projects can be a blend of complexities with the PM fee adjusted to match.

## **Interagency Agreement No. 2012-EAS-712 Amendment No. 3**

The parties to this Agreement, The Department of Enterprise Services, Division of Facilities, Engineering & Architectural Services (DES), and the Pierce County Transportation Benefit Area Corporation (AGENCY), hereby make the following amendments to the above referenced Agreement.

Scope:

### **1. Statement of Work**

DES shall finish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work.

Project Management services shall include, but are not limited to the following:

A. Manage the Architect/Engineer (A/E) contracts and activities including:

1. Assist with selection of A/E consultants
2. Assist with negotiation and preparation of A/E contracts
3. Schedule on-site meetings
4. Assure compliance with the A/E contract
5. Issue amendments to the A/E contract upon approval by AGENCY
6. Review and approve A/E invoices for final approval and payment by AGENCY

B. Manage the construction contracts including:

1. Assist with the bid process for construction contracts
2. Attend bid openings, check contractor responsibility, and provide recommendations to AGENCY regarding award of contracts
3. Schedule project progress meetings
4. Coordinate communications with Contractor, A/E, and AGENCY
5. Issue Field Authorizations and Change Orders only as provided by the Construction Contracts, within DES guidelines and with AGENCY approval
6. Review and approve construction invoices for final approval and payment by the AGENCY

- C. Assure that the project and contracts comply with applicable state and federal statutes and requirements and state policies including without limitation:

1. RCW Title 39 and 43
  2. Sustainable design
  3. ADA Requirements
  4. Buy America
  5. Davis-Bacon
  6. Prevailing Wage
  7. DBE Participation
  8. Apprentice Participation
  9. Timely Payment to contractors
  10. Timely release of Retainage to contractors
- D. Contracts required for this scope of work require AGENCY review and approval before final execution of DES.
- E. Provide engineering and architectural expertise to assist AGENCY.
- F. Close-out project consistent with all legal requirements including without limitation RCW.

All work shall be authorized by Task Order to this agreement.

- 1.1 Provide project management (PM) services for the Pierce Transit Headquarter Renovation Project No. 2013-181. PM services shall include core services referenced above.
- 1.2 Provide project management (PM) services for Pierce Transit Headquarters Administration Building Roof Repair. Project No. 2013-246

### **3. Period of Performance**

Subject to its other provisions, the period of performance of this Agreement shall commence when this Agreement is properly signed and be completed on December 31, 2015, unless terminated sooner or extended, as provided herein.

### **4. Consideration**

Compensation under this Agreement shall be made by **Amendment** for each authorized project. Each **Amendment** will include the amount of compensation for the authorized project. Total cost shall not be increased except by a written Amendment.

Compensation for Project Management Services, authorized by **Amendment**, shall be based on the total project value per the Project Management Fee Schedule set forth in Attachment "A".

Compensation for services provided by Consultant/Contractor shall be paid directly to the Consultant/Contractor by the AGENCY, after DES has reviewed, approved and forwarded the invoices to the AGENCY for payment.

4.1 Pierce Transit shall pay DES an amount not to exceed \$38,331.00 for the Performance of all things necessary, or incidental to, the work set forth in the Statement of Work of this Agreement. Total cost shall not be increased except by an Amendment to this Agreement.

4.2 Project Management Fee for Pierce Transit Headquarters Administration Building Roof Repair Project No. 2013-246 totals \$8,762.00.

## 5. Billing Procedure

DES shall submit invoices for each open and completed Project to the AGENCY based on the Invoicing Schedule include in each authorized Amendment. The invoices will clearly indicate that it is for services rendered in performance under this Agreement and shall reflect the Agreement number, along with the Amendment number.

5.1 Provide project management (PM) services for the Pierce Transit Headquarter Renovation Project No. 2013-181.

Invoicing Schedule	
<u>Month Invoiced</u>	<u>Invoiced Amount</u>
July 2013	\$9,582.75
December 2013	\$9,582.75
May 2014	\$9,582.75
December 2014	\$9,582.75

5.2 Provide project management (PM) services for Pierce Transit Headquarters Administration Building Roof Repair. Project No. 2013-246.

Invoicing Schedule	
<u>Month Invoiced</u>	<u>Invoiced Amount</u>
March 2014	\$2,190.50
July 2014	\$2,190.50
December 2014	\$2,190.50
March 2015	\$2,190.50

The new total Agreement value is \$47,093.00

The invoices shall be forwarded to the following:

**Clint Steele**  
**Project Manager**  
**Pierce Transit**  
**P.O. Box 99070**  
**Lakewood, WA 98496-0070**

## **9. Contract Management**

a) AGENCY representative on this Agreement shall be:

**Clint Steele**  
**Project Manager**  
**Pierce Transit**  
**3701 96<sup>th</sup> St. SW**  
**Lakewood, WA 98496-0070**

**Clint Steele will be the contact person for all AGENCY communication regarding the conduct of work under this agreement.**

b) DES's representative on the Agreement shall be:

R. Lee Knawa, R. A.  
 Public Works Contracting Officer  
 Department of Enterprise Services  
 Division of Engineering and Architecture Services  
 1500 Jefferson Street SE  
 PO Box 41012  
 Olympia, WA 98504-1012  
[Lee.Knawa@des.wa.gov](mailto:Lee.Knawa@des.wa.gov)

DES's representative shall be the contract person for all communications regarding conduct of work under this Agreement. DES's representative shall be responsible for



monitoring the performance of this Agreement, fulfilling DES's responsibilities as addressed herein.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions herein, and as incorporated by reference in the original Interagency Agreement.

Pierce County  
Public Transportation Benefit Area Corporation

Department of Enterprise Services  
Facilities Divisions,  
Engineering & Architectural Services

---

**James L. Walton**

---

**William J. Frare**

**Interim Chief Executive Officer**

**Public Works Administrator**

Title

Date

Title

Date

## FACT SHEET

**TITLE:** Authorization to Execute Amendment No. 2 to the Interagency Agreement Between Pierce Transit and Sound Transit for ST Express Bus Service Operations and Maintenance, Allowing for a Six-Month Extension on the Term of the Agreement Until June 30, 2015

**DIVISION:** Operations

**ORIGINATOR:** Doug Middleton, Chief Operations Officer

**PRECEDING ACTION:**

Resolution No. 04-050, Authorization to enter into an Interagency Agreement with Sound Transit for Regional Express Bus Service Operations and Maintenance.

Resolution No. 09-024, Authorization to enter into an Interagency Agreement with Sound Transit for Regional Express Bus Service Operations and Maintenance.

**COORDINATING DEPARTMENT:** Operations

**APPROVED FOR SUBMITTAL:**

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

**APPROVED FOR AGENDA:**

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

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

**ATTACHMENTS:**

Proposed Resolution  
Exhibit A, Proposed Amendment No. 2

---

### BUDGET INFORMATION

2014 Budget Amount  
N/A

Required Expenditure  
N/A

Impact  
N/A

Explanation: There is no effect on the 2014 budget. The financial provisions of the agreement take effect on January 1, 2015. Expenses and revenues related to this agreement will be included in the 2015 budget and are financially neutral to Pierce Transit.

---

**BACKGROUND:**

In December of 2009, the Board of Commissioners authorized an Interagency Agreement between Pierce Transit and Sound Transit for ST Express Bus Service Operations and Maintenance which expires on December 31, 2014.

Pierce Transit and Sound Transit are negotiating a new operations and maintenance agreement to replace the existing agreement, however, negotiations will not be completed before the current agreement expires. It is the desire of both parties to extend the current agreement an additional 6 months commencing on January 1, 2015 to allow for continuity of operations and to give the parties additional time to finalize the new operations and maintenance agreement.

ALTERNATIVES:

Do not authorize the Chief Executive Officer to amend and enter into the Interagency Agreement with Sound Transit. This is not recommended as the current agreement is set to expire in 2014. This would require the parties to continue with the existing operations and maintenance of ST Express Bus service without an agreement and thus the potential for dissolution of the ST and PT partnership.

RECOMMENDATION:

Approve Resolution No. 14-065, authorizing the Chief Executive Officer to enter into and execute Amendment No. 2 with Sound Transit for ST Express Bus Operations and Maintenance granting a six-month contract extension to the current Interagency Agreement.

**RESOLUTION NO. 14-065**

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to Enter Into and Execute Amendment No. 2 to the Interagency Agreement Between Pierce Transit and Sound Transit for ST Express Bus Service Operations and Maintenance, Allowing for a Six-Month Extension of the Term of the Agreement Until June 30, 2015

WHEREAS, Pierce Transit and Sound Transit have maintained an interagency agreement for the operation of Regional Express Bus Operations and Maintenance for 15 years; and

WHEREAS, Pierce Transit and Sound Transit are authorized to contract for the public transportation services pursuant to RCW 36.57.080 and RCW 39.33.050; and

WHEREAS, in 2010, Pierce Transit and Sound Transit negotiated a fair and reasonable operations and maintenance agreement ("Agreement") that ensures high quality service and an equitable compensation plan for Pierce Transit's operation of ST Express bus service; and

WHEREAS, Pierce Transit and Sound Transit are negotiating a new operations and maintenance agreement to replace the current Agreement; and

WHEREAS, negotiations will not be complete before the current Agreement expires on December 31, 2014; and

WHEREAS, the two agencies have determined it to be necessary for continuity of operations and within the public's interest to enter into and execute Amendment No. 2 of the Agreement to extend the term for six months; 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 enter into and execute Amendment No. 2 to the Interagency Agreement Between Pierce Transit and Sound Transit for ST Express Bus Service Operations and Maintenance in substantially the same form as Exhibit A attached hereto, allowing for a six-month extension of the term of the Agreement until June 30, 2015.

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

PIERCE TRANSIT

---

Rick Talbert, Chair  
Board of Commissioners

1 ATTEST/AUTHENTICATED

2

3

4 \_\_\_\_\_  
Deanne Jacobson, CMC

5 Clerk of the Board

**Amendment No. 2 to Interagency Agreement  
Between Pierce Transit and Sound Transit  
For ST Express Bus Service Operations and Maintenance**

This is the Second Amendment to the Interagency Agreement between Pierce Transit and Sound Transit for ST Express Bus Service Operations and Maintenance 2010 ("Agreement"). The parties seek to amend the Agreement as follows.

Recitals:

- A. The Agreement, after the exercise of two one year options to extend the term, will expire on December 31, 2014.
- B. Pierce Transit and Sound Transit are negotiating a new operations and maintenance agreement to replace the Agreement; however, negotiations will not be complete before this Agreement expires.
- C. The parties wish to extend the term of the Agreement by six months to allow for continuity of operations and for additional time to negotiate the new operations and maintenance agreement.

The Parties therefore agree as follows:

Subsection 20.2 is amended to read as follows:

**20.2 Term**

This contract shall expire on December 31, 2012, with an option to extend for two additional one-year periods and one additional six-month period.

All other terms and conditions of the Agreement remain unchanged.

The Parties signify their agreement to this amendment by their signatures below.

<b>PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION</b>  <hr/> James Walton Chief Executive Officer - Interim  Date: _____	<b>CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY</b>  <hr/> Michael Harbour Acting Chief Executive Officer  Date: _____
Approved as to form:  <hr/> Pierce Transit General Counsel	Approved as to form:  <hr/> Sound Transit Legal Counsel

## FACT SHEET

**TITLE:** Authorization to Execute Amendment No. 1 with Sound Transit Authorizing a Three Month Extension for the Maintenance and Operations of the Tacoma Dome Station Garage and Bus Platform, Effective January 1, 2015 Through March 31, 2015

**DIVISION:** Operations

**ORIGINATOR:** Doug Middleton, Chief Operations Officer

**PRECEDING ACTION:**

Resolution No. 04-064, Authorization to enter into an Interagency Agreement with Sound Transit for Operations and Maintenance of Tacoma Dome Station.

Resolution No. 09-025, Authorization to enter into and execute an Interagency Agreement with Sound Transit for Tacoma Dome Station Operations and Maintenance

**COORDINATING DEPARTMENT:** Operations

**APPROVED FOR SUBMITTAL:**

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

**APPROVED FOR AGENDA:**

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

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

**ATTACHMENTS:**

Proposed Resolution  
Exhibit A, Proposed Amendment

---

### BUDGET INFORMATION

2014 Budget Amount

N/A

Required Expenditure

N/A

Impact

N/A

Explanation: There is no effect on the 2014 budget. The financial provisions of the agreement take effect on January 1, 2015. Expenses and revenues related to this agreement will be included in the 2015 budget and are financially neutral to Pierce Transit.

---

**BACKGROUND:**

In December of 2009, the Board of Commissioners authorized a second five-year agreement between Sound Transit and Pierce Transit to provide operations and maintenance for at Tacoma Dome Station. The current Tacoma Dome Station Operations and Maintenance Agreement, approved by Resolution No. 09-025, (hereinafter referred to as "Agreement") will expire on December 31, 2014.

Pierce Transit and Sound Transit are negotiating a new operations and maintenance agreement to replace the existing Agreement, however, negotiations will not be completed before the Agreement expires. It is the desire of both parties to extend the current Agreement an additional three months commencing on January 1, 2015 to allow the parties additional time to finalize the new operations and maintenance agreement.

ALTERNATIVES:

Do not authorize the Chief Executive Officer to amend and enter into the Interagency Agreement with Sound Transit. This is not recommended as the current agreement is set to expire on December 31, 2014. If this Amendment is not permitted, the parties would either discontinue their existing Agreement for the operations and maintenance Tacoma Dome Station Garage and Bus Platform or continue on a course of dealing without an agreement, potentially leaving both parties exposed.

RECOMMENDATION:

Approve Resolution No. 14-066, authorizing the Chief Executive Officer to enter into and execute Amendment No.1 with Sound Transit authorizing a three month contract extension for the maintenance and operations of the Tacoma Dome Station Garage and Bus Platform, effective January 1, 2015 through March 31, 2015.



**RESOLUTION NO. 14-066**

A RESOLUTION of the Board of Commissioners of Pierce Transit  
Authorizing the Chief Executive Officer to Enter Into and Execute Amendment No. 1 with Sound Transit  
Authorizing a Three Month Extension for the Maintenance and Operations of the Tacoma Dome Station  
Garage and Bus Platform, Effective January 1, 2015 through March 31, 2015

WHEREAS, Pierce Transit and Sound Transit have maintained an interagency agreement for the  
operation and maintenance of the Tacoma Dome Station Garage and Bus Platform for 14 years; and

WHEREAS, Pierce Transit and Sound Transit are authorized to contract for the public transportation  
services pursuant to RCW 36.57.080 and RCW 39.33.050; and

WHEREAS, in December of 2009, by adoption of Pierce Transit Resolution 09-025, Pierce Transit  
Tacoma Dome Station Operations and Maintenance Agreement (referred to herein as "Agreement") which is a  
fair and reasonable agreement to share costs for operation and maintenance of the Tacoma Dome Station  
Garage and Bus Platform; and

WHEREAS, the Agreement is set to expire on December 31, 2014; and

WHEREAS, Pierce Transit and Sound Transit are negotiating a new operations and maintenance  
agreement to replace the current Agreement; and

WHEREAS, Negotiations will not be complete before the current Agreement expires; and

WHEREAS, the two agencies have determined it to be within the public interest to enter into an  
amendment to the Agreement to extend its term by three months for the continued operation and  
maintenance of the Tacoma Dome Station Garage and Bus Platform; 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 Amendment No.  
1 with Sound Transit authorizing a three month extension of the term of the Agreement for the continued  
maintenance and operations of the Tacoma Dome Station Garage and Bus Platform, effective January 1, 2015  
through March 31, 2015.

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

PIERCE TRANSIT

---

Rick Talbert, Chair  
Board of Commissioners

1 ATTEST/AUTHENTICATED

2

3

4 \_\_\_\_\_  
Deanne Jacobson, CMC

5 Clerk of the Board

Amendment No. 1  
to the Interagency Agreement  
Between Pierce Transit and Sound Transit for  
Tacoma Dome Station  
Operations and Maintenance Agreement 2010

This is the first Amendment to the Interagency Agreement between Pierce Transit and Sound Transit for the Tacoma Dome Station Operations and Maintenance 2010 ("Agreement").

Recitals:

- A. The Agreement, after the exercise of two one year options to extend the term, will expire on December 31, 2014.
- B. Pierce Transit and Sound Transit are negotiating a new operations and maintenance agreement to replace this Agreement; however, negotiations will not be complete before this Agreement expires.
- C. The parties wish for the term of this Agreement to be extended to give the Parties additional time for continuity of operations and to negotiate the new operations and maintenance agreement.

The Parties therefore agree as follows:

Subsection 20.2 is amended to read as follows:

**15.2 Term**

This Agreement shall expire on December 31, 2012, with an option to extend for two additional one-year periods and one additional three-month period.

All other terms and conditions to remain unchanged.

The Parties signify their agreement to this amendment by their signatures below.

<b>PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION</b>   James Walton Chief Executive Officer - Interim  Date: _____	<b>CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY</b>   Michael Harbour Acting Chief Executive Officer  Date: _____
Approved as to form:  _____ Pierce Transit General Counsel	Approved as to form:  _____ Sound Transit Legal Counsel

## FACT SHEET

TITLE: Adoption of the Annual Budget for Fiscal Year 2015

DIVISION: Finance

ORIGINATOR: Wayne Fanshier, Chief Financial Officer

PRECEDING ACTION: Budget Public Hearing 11/10/14

COORDINATING DEPARTMENT: All Departments

APPROVED FOR SUBMITTAL:

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

APPROVED FOR AGENDA:

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

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

ATTACHMENTS:

Proposed Resolution

### BUDGET INFORMATION

#### 2015 Budget Appropriations

	Expenditures	Resources
Operating Budget		
Operating	\$ 124,363,341	\$ 50,434,336
Non-Operating	860,301	79,434,458
Operating Contributions	-	3,500,621
Operating Transfers	17,783,175	-
Use of Reserves	-	9,637,402
	<u>143,006,817</u>	<u>143,006,817</u>
Capital Budget		
Operating	32,744,150	5,708,704
Operating Transfers	-	15,153,145
Use of Reserves	-	11,882,301
	<u>32,744,150</u>	<u>32,744,150</u>
Insurance Budget		
Operating	2,818,000	4,700
Operating Transfers	-	2,630,030
Use of Reserves	-	183,270
	<u>2,818,000</u>	<u>2,818,000</u>
<b>Total Appropriations</b>	<b>178,568,967</b>	<b>178,568,967</b>
Less Operating Transfers	<u>(17,783,175)</u>	<u>(17,783,175)</u>
<b>Net Budget</b>	<b>\$ 160,785,792</b>	<b>\$ 160,785,792</b>

Explanation: The 2015 Budget totals \$178,568,967 for the operating, capital, and insurance budgets. Of this amount, \$17,783,175 is internal transfers, which leaves a net budget of \$160,785,792.

**BACKGROUND:**

The 2015 Budget is ready for adoption. This budget anticipates fixed route service hours of 431,087, service miles of 4,836,324, and 10,505,983 in ridership. Specialized Transportation (SHUTTLE) ridership is projected to be 378,603. Vanpool ridership is 950,000. Pierce Transit ridership for all modes is expected to be 11,834,586. Sound Transit anticipates annual service hours of 306,577, service miles of 7,639,900, and 7,480,480 in ridership.

To provide the projected levels of service for Pierce Transit and Sound Transit, the Agency's combined budget is \$178,568,967. Of this amount, \$17,783,175 represents internal transfers, which leaves a net budget of \$160,785,792. The three components that make up this amount are the Operating Budget (80%), Capital Budget (18%), and Insurance Budget (2%). The 2015 Budget includes 881 positions and 863.3 full-time equivalents (FTEs). The Classification and Compensation Program for Non-Represented Positions annual maximum salary adjustment of 3% based on documented performance towards defined goals is included in the 2015 Budget.

Capital projects for 2015 are budgeted at \$32,744,150. Approved but unspent projects are carried over to the following budget year. The 2015 budget contains approximately \$21 million of prior year budgeted funds (carryover). Included are funds for vehicles, construction, and administrative and maintenance equipment.

The insurance budget of \$2,818,000 includes Workers' Compensation costs of \$2,165,000, fees for the workers' compensation program of \$378,000, the light duty program of \$150,000 and unemployment costs of \$125,000.

**ALTERNATIVES:**

Modify the budget. The Board may at any time throughout the budget year make modifications to the budget.

**RECOMMENDATION:**

Approve Resolution No. 14-067, adopting the 2015 Budget as presented at the November 10, 2014 Board Meeting.

**RESOLUTION NO. 14-067**

A RESOLUTION of the Board of Commissioners of Pierce Transit  
Adopting the Annual Budget for Fiscal Year 2015

WHEREAS, the Interim Chief Executive Officer has prepared a preliminary budget for fiscal year 2015;  
and

WHEREAS, the Executive Finance Committee has carefully reviewed the preliminary budget at its  
October 30<sup>th</sup> meeting; and

WHEREAS, the Board of Commissioners of Pierce Transit has carefully reviewed the preliminary  
budget at its November 10<sup>th</sup> meeting; and

WHEREAS, the Board of Commissioners of Pierce Transit held a public hearing on the preliminary  
2015 Budget at its November 10<sup>th</sup> meeting; and

WHEREAS, the Board of Commissioners of Pierce Transit has now determined that the preliminary  
budget provides for the efficient delivery of public transportation services within the financial capacity of  
Pierce Transit for 2015; and

WHEREAS, the 2015 Budget proposes service to provide 19,315,066 total passenger trips, requiring a  
workforce of 881 positions; and

WHEREAS, the Classification and Compensation Program for Non-Represented Positions was adopted  
by the Board of Commissioners on December 9, 2013; and

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

Section 1. The Board of Commissioners hereby authorizes the annual budget for Pierce Transit for  
Fiscal Year 2015 as determined in the preliminary budget which was reviewed and adopted by the Board of  
Commissioners to its final form and content and, by this reference, incorporated herein as though fully set  
forth, and the same is hereby adopted as the annual budget for Pierce Transit for Fiscal Year 2015.

Section 2. The summary of the total estimated expenditures and resources for the appropriations are  
as follows:

2015 Budget Appropriation

	Expenditures	Resources
Appropriation before use of Fund Balance	\$178,568,967	\$156,865,994
Use of Reserves	<u>-</u>	<u>21,702,973</u>
Total Appropriation	178,568,967	178,568,967
Less Operating Transfers	<u>(17,783,175)</u>	<u>(17,783,175)</u>
Net Budget	<u>\$160,785,792</u>	<u>\$160,785,792</u>

Section 3. The Interim Chief Executive Officer is hereby authorized to staff up to 881 positions to meet the objectives of the 2015 Budget.

Section 4. The Classification and Compensation Program for Non-Represented Positions annual maximum salary adjustment of 3% based on documented performance towards defined goals is authorized.

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

PIERCE TRANSIT

---

Rick Talbert, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

---

Deanne Jacobson, CMC  
Clerk of the Board

## FACT SHEET

TITLE: Adoption of 2015 State Legislative Priorities

DIVISION: Executive

ORIGINATOR: Justin D. Leighton  
Government Relations Officer

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT: N/A

APPROVED FOR SUBMITTAL:

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

APPROVED FOR AGENDA:

\_\_\_\_\_  
Chief Executive Officer\_\_\_\_\_  
General Counsel

ATTACHMENTS:

Proposed Resolution  
Exhibit A, 2015 Legislative Priorities

---

### BUDGET INFORMATION

2015 Budget Amount  
N/ARequired Expenditure  
N/AImpact  
N/AExplanation: N/A

---

### BACKGROUND:

The Washington State Legislature convenes its 2015 session on January 12, 2015. The purpose of this resolution is to adopt the 2015 Legislative Priorities and to direct staff to continue to evaluate issues for impacts to the Agency and to give guidance and direction so that staff may effectively communicate and advocate the Board's position and policies. This action authorizes Pierce Transit staff and consultants to advocate and/or pursue the positions outlined in the 2015 State Legislative Priorities, attached hereto as Exhibit A, during the upcoming legislative session. As issues develop during session, staff will seek advice and guidance from the Board's Executive Finance Committee and full Board, as appropriate. Staff will send updates via email to the Board during the legislative session and call upon Board members to assist in advancing these legislative priorities.

On November 20, 2014, the Executive Finance Committee met and recommended that staff provide background and alternative language to some items on the legislative agenda. The priorities are to be sent out to the full Board for comment prior to the December 8, 2014 meeting. The 2015 priorities and background documentation was sent to the Board on November 23, 2014. Staff did not receive feedback.



ALTERNATIVES:

1. Do not approve the 2015 Legislative Priorities.
2. Modify the 2015 Legislative Priorities.

RECOMMENDATION:

Approve Resolution No. 14-068, adopting the 2015 Legislative Priorities as presented in Exhibit A.

**RESOLUTION NO. 14-068**

A RESOLUTION of the Board of Commissioners of Pierce Transit  
Authorizing Adoption of the 2015 State Legislative Priorities

WHEREAS, The Pierce Transit Board of Commissioners desires to give guidance and direction to its staff and contracted Legislative Liaison; and

WHEREAS, the State Legislature will convene the 2015 legislative session on January 12, 2015; and

WHEREAS, The Pierce Transit Board of Commissioners wishes to assure that its policies and positions are effectively communicated to the members of the Washington State Legislature, Washington State Agencies and the Office of the Governor; and

WHEREAS, the Pierce Transit Board of Commissioners wishes to support the legislative priorities of other transit, local and regional governmental agency partners; and

WHEREAS, the Pierce Transit board of Commissioners finds it is in the best interest of Pierce Transit to adopt an agenda of legislative priorities; and

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

Section 1. The Board herewith adopts the Pierce Transit 2015 State Legislative Priorities as presented in Exhibit A.

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

PIERCE TRANSIT

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

ATTEST/AUTHENTICATED

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







## Pierce Transit





### 2015 State Legislative Priorities

Pierce Transit is the State's *partner* in providing public transportation services that connect people to jobs and assist our community's most vulnerable members by providing access to transit to meet life's basic needs. Pierce Transit has worked collaboratively with local, regional, and state partners in developing the enclosed State Legislative Priorities for 2015, and asks that the State support our efforts.

#### 2015 Legislative and Policy Priorities

-  Seek legislative clarification on taxes imposed on manufacturing of compressed natural gas by transit agencies.
-  Support efforts to maintain and increase levels of funding for state transportation programs including, but not limited to: Regional Mobility Grants, Special Needs, Vanpool Investment Program and direct operating assistance.
-  Seek mitigating funds for operating impacts related to the State's I-5 HOV extension project.
-  Seek legislation to provide additional local funding for public transportation, including special needs uses.

#### Support and/or monitor policies and legislation related to:

-  Continue to seek solutions that lower the burden on transit agencies of providing non-emergency medical transportation.
-  Continue to encourage the State to adopt a transportation and infrastructure funding package that includes significant funding for public transportation.
-  Support efforts to seek additional revenue options from the Legislature that would provide Sound Transit, Pierce Transit's regional transit partner, the opportunity to propose new package of investments to voters as early as 2016 that would improve transportation services and mobility for Pierce County residents.
-  State and regional tolling, MAP 21 implementation, public records, performance measures, accountability and/or governance that might negatively alter the oversight, financing, construction, and/or operations of Pierce Transit.

For any questions regarding Pierce Transit or our legislative priorities, please contact:

**Justin D. Leighton**  
Government Relations Officer  
E-mail: [jleighton@piercetransit.org](mailto:jleighton@piercetransit.org)



## FACT SHEET

TITLE: Authority to Execute a Contract with Apollo Video Technology for the Purchase, Install and Software of Cameras on Buses System

DIVISION: Finance

ORIGINATOR: Monica Adams, Senior Planner

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT: Transit Development

APPROVED FOR SUBMITTAL:

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

APPROVED FOR AGENDA:

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

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

ATTACHMENTS:

Proposed Resolution

---

### BUDGET INFORMATION

2015 Budget Amount  
\$2,050,391

Required Expenditure  
Not to exceed \$2,050,391

Impact

Explanation: This project is included in the 2015 Capital budget. Apollo Video Technology is on the state GSA Schedule. Therefore, a competitive bid process was not required for this procurement.

---

### BACKGROUND:

The business case to source a vendor to provide all components for a camera system with wireless download capabilities was approved by the Project Management Board and included in the 2014 and 2015 budget. The proposed system would be installed in 116 fixed route buses. This includes cameras, wiring, DVR, external antennae, access antennae, software, training and a 2 year warranty. Servers and installation of external/on-site storage will be purchased separately. Costs have decreased since the time the original project budget was calculated, and the Agency has sufficient project budget funds to retrofit our entire fleet of 136 Pierce Transit fixed route buses, 30 Public Safety vehicles and 3 Service Supervisor Vans.

The system components mimic Washington State Transit Insurance Pool (WSTIP) Best Practices for on-board camera systems in both the type and the number of cameras as well as their installation locations. The benefits of a camera

system include deterring crime, reducing fraudulent claims, providing legal evidence, assisting in customer service investigations and maximizing damage restitution.

Neighboring agencies including King County METRO, InterCity Transit, C-Tran and Sound Transit have already invested in camera systems on all or part of their fleet. Apollo Video Technology is a supplier included on the State General Services Administration Schedule. Their system was evaluated and determined to meet our needs and it is also compatible with Sound Transit's existing system.

This project aligns with our Strategic Priorities:

- *Add Value to the Community through Innovative Transit Solutions* by helping to identify offenders, increase response capabilities, provide evidence for prosecutions and restitution and provide 24/7 enhanced security.
- *Improve Operational Efficiencies* by the anticipated reduction in claim payouts and property damage and by streamlining accident and customer service evaluations.
- *Improve Customer Experience* by deterring, devaluing and detecting early potential incidents on the bus and create a safer environment for both the public and employees.
- *Increase Ridership* by providing a safer environment.

The contract would begin upon approval by the Board of Commissioners, and issuing Notice to Proceed. It is anticipated that installations would begin in February and be complete near the end of March 2015.

#### ALTERNATIVES:

Do not purchase a camera system for our fixed route fleet. All the benefits of having the system would be lost and we would not be following the Best Practices prescribed by WSTIP.

#### RECOMMENDATION:

Approve Resolution 14-069, authorizing the Chief Executive Officer to enter into and execute a contract with Apollo Video Technology under the GSA Schedule pricing, for the purchase, installation, software and training for providing a comprehensive video camera system on Pierce Transit's fixed route fleet in an amount not to exceed \$2,050,391, contingent upon adoption of the 2015 Budget.

## RESOLUTION NO. 14-069

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Granting Authority to Execute a Contract with  
2 Apollo Video Technology for the Purchase, Install and Software of Cameras on Buses System  
3

4 WHEREAS, a business case to source a vendor to provide all components for a camera system with  
5 wireless download capabilities was approved by the Project Management Board and included in the 2014  
6 and 2015 budgets; and

7 WHEREAS, a camera system on fixed route buses would be a benefit to Pierce Transit and its  
8 customers because it may deter crime and improve safety for passengers, reduce fraudulent claims, provide  
9 evidence, assist in customer service investigations and maximize damage restitution; and

10 WHEREAS, neighboring agencies including King County Metro, InterCity Transit, C-Tran and Sound  
11 Transit have already invested in camera systems; and

12 WHEREAS, cameras on coaches have become an industry standard to improve safety; and

13 WHEREAS, the proposed system aligns with Washington State Transit Insurance Pool's (WSTIP) Best  
14 Practices for on-board camera systems in both the type and number of cameras as well as their installation  
15 locations; and

16 WHEREAS, a minimum of 136 fixed route Pierce Transit buses, 30 Public Safety vehicles and 3 Service  
17 Supervisor vans will be equipped with the camera system; and

18 WHEREAS, Apollo Video Technology will provide software, training and a two year warranty; and

19 WHEREAS Apollo Video Technology is a supplier included on the State GSA Schedule; and

20 WHEREAS, the Apollo Video Technology system was evaluated and determined to meet Pierce  
21 Transit's needs and be compatible with Sound Transit's existing camera system; and

22 WHEREAS, the contract would begin after approval by the Pierce Transit Board of Commissioners and  
23 upon issuing a Notice To Proceed, and installation is anticipated to begin in February and be complete near  
24 the end of May 2015; and

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

26 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and  
27 execute a contract with Apollo Video Technology under the GSA Schedule pricing, for the purchase,  
28 installation, software, training and warranty for providing a comprehensive video camera system on Pierce

1 Transit's fixed route fleet, Public Safety vehicles and Service Supervisor vans in an amount not to exceed  
2 \$2,050,391.

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

5 PIERCE TRANSIT

6  
7  
8 

---

Rick Talbert, Chair  
9 Board of Commissioners  
10  
11

12 ATTEST/AUTHENTICATED

13  
14 

---

Deanne Jacobson, CMC  
15 Clerk of the Board  
16  
17  
18