

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

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

RECITALS

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

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

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

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

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

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

OBJECTIVE

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

COORDINATED TRANSPORTATION PROJECT BACKGROUND

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

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

RESPONSIBILITY OF THE COUNTY TO PIERCE TRANSIT

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

ADMINISTRATION

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

FUNDING SOURCES and DISTRIBUTION

Under the terms of this Agreement, Pierce Transit will provide up to one hundred and fifty thousand dollars (\$150,000.00) yearly toward Beyond the Borders, as long as Pierce Transit's financial conditions

Beyond the Borders Project

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

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

CONTRACTS for COORDINATED TRANSPORTATION PROJECTS

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

INDEMNIFICATION

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

TERMINATION

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

NON-DISCRIMINATION

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

MODIFICATIONS TO THIS AGREEMENT

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

DURATION

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

NOTICES and REQUESTS

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

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

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

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

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

PIERCE TRANSIT PUBLIC TRANSPORTATION
BENEFIT AREA CORPORATION

By: [Signature]
Lynne Griffith, Chief Executive Officer

PIERCE COUNTY

By: [Signature]

Recommended by: [Signature]
Wayne Fanshier, Vice President of Finance

Approved as to form: [Signature]

Attest: [Signature]
Deanne Jacobson,
Clerk of the Board

Attest: _____

