



## **PIERCE TRANSIT BOARD MEETING**

**Training Center, Rainier Room  
3720 96<sup>th</sup> Street SW, Lakewood, WA  
February 8, 2016, 4:00 PM**

### **AGENDA**

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **SPECIAL BUSINESS**

- MultiCare Health System Recognition ~  
Outstanding Commitment to Providing  
ORCA Transit Benefits to all Employees

**Kevin Dull**  
Chief Human Potential Officer

#### **PRESENTATIONS**

- January Operator of the Month ~ Leanard  
Castro, Sr.

**Scott Gaines**  
Transit Operator Assistant Manager

#### **PUBLIC COMMENT**

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

#### **PUBLIC HEARING**

*(Citizens wishing to provide comment will be given three minutes to comment on the subject(s) listed below.)*

- Surplus of Vehicles

#### **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, February 1, 2016
2. 2015 Fourth Quarter Sole Source and Contracts Awarded Over \$100,000 Report
3. Minutes: Regular Board Meeting of January 11, 2016

4. FS 16-010, A Resolution Declaring Vehicles as Surplus Property and Authorizing the Sale or Donation Thereof
5. FS 16-011, A Resolution Authorizing the Execution of a Cooperative Governmental Purchasing Agreement with the City of Seattle for the Purchase of Various Supplies, Materials, Equipment and Consultant Services Using Competitively Awarded Contracts
6. FS 16-013, A Resolution Authorizing Execution of an Interlocal Agreement with Invista Performance Solutions to Assist with Pierce Transit's Diversity and Inclusion Program
7. FS 16-014, A Motion Removing a Community Transportation Advisory Group Member from the Advisory Group

### **ACTION AGENDA**

1. FS 16-003, Election to Puget Sound Regional Council Transportation Policy Board Chair Talbert
2. FS 16-012, A Resolution Ratifying Amendment No. 1 to the Transit Service Direct Financial Partnership Agreement Between King County, the City of Auburn, and Pierce Transit: and Approving Amendment No. 3 to the Transit Service Direct Financial Partnership Agreement Between King County, the City of Auburn and Pierce Transit for Lakeland hills-Auburn Sounder Station Service Peter Stackpole  
Service Planning Assistant Manager

### **STAFF UPDATES/DISCUSSION**

- CEO Report Sue Dreier, Chief Executive Officer
- Report Out on Comprehensive Analysis of Fixed Route Bus System Peter Stackpole  
Service Planning Assistant Manager
- Update Regarding the City of DuPont Tina Lee  
Service Innovation Administrator

### **INFORMATIONAL BOARD ITEMS**

- Chair Report Chair Talbert
- Sound Transit Update Commissioners Strickland or McCarthy
- Commissioners' Comments

### **EXECUTIVE SESSION**

Quarterly Litigation Report 42.30.110 (1) (i)

### **ADJOURNMENT**



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

Date: January 27, 2016

Notice is hereby given that a public hearing will be held by Pierce Transit as part of the Board of Commissioners meeting on February 8, 2016. The meeting begins at 4:00 PM and is held in the Pierce Transit Board Room, 3720 - 96th Street S.W., Lakewood, Washington. The purpose of the hearing is to allow public comment on the proposal to declare the following surplus property and to dispose of said property by public sale: Seventeen (17) model year 2006, Ford, E350 Vanpool vans; eight (8) model year 2005, Ford, E350 Vanpool vans; one (1) model year 1986, Wilson, Utility Trailer; one (1) model year 2000, Maxi, Dump Trailer; one (1) model year 2005 Ford, Eldorado Aerotech 240 Shuttle van; one (1) model year 2005, Dodge, Grand Caravan Vanpool van; and miscellaneous items.

A description of the property to be disposed of is available for inspection at the reception desk on the first floor of Pierce Transit headquarters, 3701 - 96th Street S.W., Lakewood, Washington, or by calling 581-8000.

Specialized transportation for disabled persons to and from the hearing can be obtained by calling SHUTTLE at 581-8000 from one to five days in advance of the hearing. An interpreter for the hearing impaired will be provided upon request with a minimum notice of five days.

Deanne Jacobson, CMC  
Clerk of the Board

Sole Source for Fourth Quarter 2015

Change Orders & Amendments - Sole Source Over \$10,000				
Name	Description/Project	Explanation	Amount	Eff. Date
Xerox Transport Solutions	Amendment No. 2 to PT-28-15 to the contract for ACS Operating System Upgrade	Removal of 9.4% sales tax in the amount of \$15,035 that was added in error.	\$159,956.25	12/22/2015
Contracts/Proprietary - Sole Source Over \$10,000				
Name	Description/Project	Explanation	Amount	Eff. Date
None				
Other - Sole Source Over \$10,000				
Name	Description/Project	Explanation	Amount	Eff. Date
Stantec Consulting, Inc.	Consulting services for UHF project.	Stantec's knowledge of the existing systems and capabilities would not be available from another vendor without an extensive and costly learning period. The original contract was with Pierce County and covered multiple years and was competitively bid and included many aspects of the UHF project. PC Contract # SC 103084.	\$99,700	11/18/2015
Contracts Awarded Over \$100,000 and Below \$200,000				
Name	Description/Project	Explanation	Amount	Eff. Date
None				

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

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

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

**PIERCE TRANSIT  
BOARD OF COMMISSIONERS  
MINUTES**

**January 11, 2016**

**CALL TO ORDER**

Chair Talbert called the meeting to order at 4:05 pm.

**Commissioners present:**

Daryl Eiding, City of Edgewood Mayor (*representing Fife/Milton/Edgewood*)  
Kent Keel, City of University Place Mayor Pro Tem  
Nancy Henderson, Town of Steilacoom Councilmember  
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)  
Pat McCarthy, Pierce County Executive (arrived at 4:22 pm)  
Heather Shadko, City of Puyallup Councilmember  
Marilyn Strickland, City of Tacoma Mayor  
Rick Talbert, Chair of the Board, Pierce County Councilmember

**Commissioners excused:**

Don Anderson, City of Lakewood Mayor  
City of Tacoma (vacant)

**Staff present:**

Sue Dreier, Chief Executive Officer  
Wayne Fanshier, Executive Director of Finance/CFO  
Dana Henderson, General Counsel  
Deanne Jacobson, Assistant to the CEO/Clerk of the Board  
Vivienne Kamphaus, Interim Executive Director of Employee Services  
Doug Middleton, Executive Director of Service Delivery & Support

**SPECIAL BUSINESS**

Chair Talbert along with other Commissioners welcomed new Board Member Heather Shadko from the City of Puyallup.

**1. FS 16-001, Election to Vice Chair**

Commissioner Henderson nominated Kent Keel.

Upon voice vote, the Board of Commissioners unanimously nominated Kent Keel to serve as the vice-chair. Motion **carried**, 6-0.

**2. FS 16-002, Appointment of Two Members to the Executive Finance Committee (EFC)**

Chair Talbert appointed Commissioners Kent Keel and Daryl Eiding to the Executive Finance Committee.

### **3. FS 16-003, Election of Representative and Alternate to the Puget Sound Regional Council Transportation Policy Board for 2016 Calendar Year**

Chair Talbert announced that he would be willing to serve as the alternate for the Committee.

Commissioner Strickland requested that the Board postpone the appointment until the City of Tacoma representative is appointed to the Pierce Transit Board as he or she may be willing to serve on the PSRC Transportation Policy Board.

By consensus, the Board agreed to postpone this item until the February 8, 2106, Board meeting.

### **PRESENTATIONS**

#### **Ben Ethridge, Operator of the Month for December 2015**

Transit Assistant Manager Eric Gallagher recognized Operator Ben Ethridge for receiving the Operator of the Month award for December 2015. He detailed his accomplishments and noted Mr. Ethridge is known for his smooth driving and professionalism.

Mr. Ethridge noted it is an honor and privilege to receive the award.

Chair Talbert announced that he made a commitment to ride transit more often and noted that when he rides the transit system he always has a positive experience. He thanked the drivers for their outstanding, professional work.

### **PUBLIC COMMENT**

Chair Talbert provided directions for public comment and the following individuals provided comments:

- Walt Hurd, Tacoma, reported that the 45 was late on Friday. Patron on 202 complained about not making their connection. He reported on other buses that are standing room only.
- Tammy Cox, Lakewood, reported on various conduct that occurs on the bus, i.e., people not moving to the back of the bus when it's crowded, strollers not being properly stored, drinking and smoking at bus stops. She requested more transit police on the 206 Route.
- Cinderella Helga, Lakewood, stressed the importance of the rider alerts being posted on the buses to advertise the fare increase. She noted she wasn't in favor of the fare increase and talked about SHUTTLE eligibility decisions (*Commissioner McCarthy arrived at 4:22 pm*).

Chair Talbert requested that the Board receive an overview on how the Agency informs its riders and the community about changes to the fare.

Commissioner Keel requested that staff send the Board an outline of its advertisement process.

- Chris Karnes, Chair of CTAG, talked about what CTAG would like to accomplish in its 2016 work plan. He reported that the CTAG is frustrated with the frequency and span of service and they are working on the CEO's "back to basics" initiative. CTAG would like to see a plan for the restoration of local service before the end of the year.

On behalf of the Board, Chair Talbert thanked Mr. Karnes and the members of the CTAG for their service.

### **CONSENT AGENDA**

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

Commissioners McCarthy and Keel **moved** and seconded to approve the consent agenda as presented.

Motion **carried**, 7-0.

1. Approval of Vouchers, January 4, 2016  
Operating Fund #10  
Self-Insurance Fund #40  
Capital Fund #90  
Voucher CK Nos. 346769 through 347359  
Wire Nos. 1603 through 1620  
Total \$7,989,160.28
2. Minutes: Regular Board Meeting of December 14, 2015
3. Report: Third Quarter Sole Source/List of Contracts Over \$100,000
4. FS 16-004, a motion authorizing the Chief Executive Officer to enter into and execute a 15-year lease agreement with Tacoma Mall Partnership for the use and Operation of the Tacoma Mall Transit Center.
5. FS 16-005, a motion authorizing the Chief Executive Officer to enter into and execute Task Order No. 1 and Amendment Nos. 1, 2, 3 and 4 to the Master On- Call Agreement with Gray & Osborne for architect/engineering related services to the support the Tacoma Dome Station G. St. Expansion Zone Project for a total of \$157,786.40.
6. FS 16-006, a motion authorizing the use of Washington State WSCA Contract No. 02702 with Motorola Solutions, Inc., to implement a physical site security system for protecting critical communication infrastructure using Department of Homeland Security "2015 Transit Security Grant Program" (TSGP) funds.
7. FS 16-007, a motion authorizing the Chief Executive Officer to enter into and execute a Renewal Agreement for Microsoft Premier Services for calendar year 2016.

## **ACTION AGENDA**

1. **FS 16-008, a Resolution authorizing the Chief Executive Officer to administer the terms and conditions of the Collective Bargaining Agreement with the Amalgamated Transit Union, Local 758, for the period covering July 1, 2014 through June 30, 2017.**

Commissioners Strickland and Keel **moved** and seconded to approve Resolution No. 16-001, authorizing the Chief Executive Officer to administer the terms and conditions of the Collective Bargaining Agreement with the Amalgamated Transit Union, Local 758, for the period covering July 1, 2014 – June 30, 2017.

Executive Director of Employer Services Vivienne Kamphaus presented on the item, and reviewed the highlights of the new contract. She reviewed various operational efficiencies that were agreed upon, noting that the Transit Operators will move to four shake-ups a year.

Upon inquiry, Ms. Kamphaus explained what “shake-ups” are and how they are administered. Ms. Kamphaus noted that operators who have higher seniority usually receive more desirable routes.

Commissioner Keel thanked staff for their hard work.

Union President Isaac Tate thanked Deborah Brown and Ron Thorton for their efforts in finalizing the union contract. He also thanked CEO Sue Dreier for her assistance in moving the contract negotiations forward.

Chair Talbert thanked Ms. Kamphaus and Mr. Tate and his team for their work on coming to a successful agreement.

Motion **carried**, 7-0.

2. **FS 16-009, a motion to affirm the appointments and reappointments to the Community Transportation Advisory Group (CTAG) as described in Exhibit 5 and as stated in FS 16-009.**

Commissioners Strickland and McCarthy **moved** and seconded to affirm the appointments and re-appointments to the Community Transportation Advisory Group (CTAG) as described in Exhibit 5 and as stated in FS 16-009.

Business Partnership Administrator Penny Grellier presented on the item. She gave a brief overview of the CTAG. She reviewed the proposed appointments and reappointments.

Chair Strickland noted the CTAG is an important group that represents the community and the agency’s riders.

Motion **carried**, 7-0.



## **STAFF UPDATES/DISCUSSIONS**

### **Fare Change Outreach Plan**

Upon inquiry from Chair Talbert earlier in the meeting, Transit Development Manager Jay Peterson reviewed the agency's outreach plan for notifying riders and the community about fare changes.

Commissioner McCarthy recommended using Pierce County CCTV as a resource.

Commissioner Keel requested an outline of the outreach and also received a copy of the rider alert.

Mr. Peterson responded to questions about the technology capabilities of Pierce Transit.

### **CEO Report**

CEO Sue Dreier reported on the following:

- Pierce Transit celebrating its 35<sup>th</sup> Anniversary (the Board Members also received 35<sup>th</sup> Anniversary token gifts);
- Small token gifts of appreciation are being given to customers and employees in celebration of the agency's 35<sup>th</sup> anniversary;
- The public hearing schedule for the Destination 2040 plan has been set and distributed;
- Public outreach she has done recently; and
- She will be attending the APTA CEO Conference towards the end of January 2016.

## **INFORMATIONAL BOARD ITEM**

### **Chair Report**

Chair Talbert reported that he and other commissioners will be visiting with legislators in Olympia and Washington DC in the near future and inquired whether staff have any topics for him.

Commissioner McCarthy also asked if Pierce Transit has any topics for discussion at the joint Pierce County/City of Tacoma/Port of Tacoma meeting.

### **Sound Transit update**

None.

### **Commissioners' Comments**

Commissioner Henderson thanked CEO Sue Dreier for her monthly updates and token gifts of appreciation.

She also acknowledged that some of the events that occur at bus stops that are reported during public comment may impact the safety of riders.

CEO Dreier noted that the Agency's public safety partnership with local jurisdictions allows for increased patrols in areas that have more activity.

**EXECUTIVE SESSION**

None.

**ADJOURNMENT**

Commissioners Strickland and Keel **moved** and seconded to adjourn the meeting at 5:00 pm.

Motion **carried**, 7-0.

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Deanne Jacobson  
Assistant to the CEO/ Clerk of the Board

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Rick Talbert, Chair  
Board of Commissioners

## FACT SHEET

**TITLE:** A Resolution Declaring the Surplus of Twenty-five (25) Ford E350 Vanpool vans; one (1) Dodge Grand Caravan Vanpool Van; One (1) Ford Eldorado Aerotech 240 SHUTTLE Van; One (1) Wilson Utility Trailer; One (1) Maxi Dump Trailer, and Authorizing the Sale or Donation Thereof

**DIVISION:** Operations

**ORIGINATOR:** Bill Spies, Fleet Manager

**PRECEDING ACTION:** N/A

**COORDINATING DEPARTMENT:** Maintenance/Purchasing

**APPROVED FOR SUBMITTAL:**

  
Chief Financial Officer

**APPROVED FOR AGENDA:**

  
Chief Executive Officer

  
General Counsel

**ATTACHMENTS:** Proposed Resolution  
Exhibit A, list of vehicles

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### BUDGET INFORMATION

2016 Budget Amount  
N/A

Required Expenditure  
N/A

Impact  
N/A

Explanation: n/a

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### BACKGROUND:

This resolution requests that the Board of Commissioners declare twenty-five (25) Ford E350 Vanpool vans, one (1) Dodge Grand Caravan Vanpool van, one (1) Ford Eldorado Aerotech 240 SHUTTLE vehicle, one (1) Wilson Utility Trailer, one (1) Maxi Dump, and miscellaneous items as surplus and authorize the sale or donation thereof. If staff deems any of these vehicles appropriate for donation through the Care-a-van program, donation would be authorized by the Board in a subsequent meeting.

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

**FACT SHEET**  
**PAGE 2**

**ALTERNATIVES:**

Do not authorize the surplus of vehicles.

**RECOMMENDATION:**

Approve Resolution No. 16-002, declaring the vehicles listed in Exhibit A as surplus property and authorizing the sale or donation thereof.

RESOLUTION NO. 16-002

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Declaring the Surplus of Twenty-five (25) Ford  
2 E350 Vanpool Vans; One (1) Dodge Grand Caravan Vanpool Van; One (1) Ford Eldorado Aerotech 240  
3 SHUTTLE Van; One (1) Wilson Utility Trailer; One (1) Maxi Dump Trailer, and Authorizing the  
4 Sale or Donation Thereof  
5

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

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

10 WHEREAS, Pierce Transit has twenty-five (25) Ford E350 Vanpool vans, one (1) Dodge Grand Caravan  
11 Vanpool van; one (1) Ford Eldorado Aerotech 240 SHUTTLE van; one (1) Wilson Utility Trailer, and one (1)  
12 Maxi Dump Trailer that need to be declared surplus; and

13 WHEREAS, the Ford E350 Vanpool vans are of an age and condition where they are no longer  
14 economical to maintain and have been replaced; and

15 WHEREAS, the Dodge Grand Caravan Vanpool van is of an age and condition where it is no longer  
16 economical to maintain and has been replaced; and

17 WHEREAS, the Ford Eldorado Aerotech 240 Shuttle van is of an age and condition where it is no  
18 longer economical to maintain and has been replaced; and

19 WHEREAS, the Wilson Utility Trailer is of an age and condition where it is no longer economical to  
20 maintain and has been replaced; and

21 WHEREAS, the Maxi Dump Trailer is of an age and condition where it is no longer economical to  
22 maintain and has been replaced; and

23 WHEREAS, the Board of Commissioners of Pierce Transit finds it in the best interest of Pierce Transit to  
24 declare the vehicles identified in Exhibit A and attached hereto to this resolution as surplus vehicles and  
25 authorizes the sale or donation of said property; and

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

27 Section 1. Declares the vehicles listed on Exhibit A as surplus vehicles; and

28 Section 2. Authorizes staff to sell to the public said surplus property that is not appropriate for  
29 donation to the Care-a-van program.

30 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
31 the 8th day of February, 2016.  
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PIERCE TRANSIT

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Rick Talbert, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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Deanne Jacobson  
Clerk of the Board

# Pierce Transit Equipment to be Surplused

## EXHIBIT A

Vehicle #	Year	Make	Model	VIN #	Lic#	LTD Miles
95	1986	Wilson	Utility Trailer	WCT151	C67824	N/A
96	2000	Maxi	Dump	1M9UD1627XJL11353	53584C	N/A
5051	2005	Ford	ElDorado Aerotech 240	1FXDE45S45HA04610	RS5409	242,023
7008	2005	Dodge	Grand Caravan	2D4GP44L85R183749	RS04937	144,619
7015	2005	Ford	E350	1FBNE31LX5HA87758	RS05366	146,573
7020	2005	Ford	E350	1FBNE31L35HA87763	RS05349	142,456
7025	2005	Ford	E350	1FBNE31L25HA87768	RS05344	124,006
7027	2005	Ford	E350	1FBNE31L05HA87770	RS05342	133,243
7034	2005	Ford	E350	1FBNE31L35HA87777	RS05376	136,267
7038	2005	Ford	E350	1FBNE31L55HA87781	RS05372	133,163
7039	2005	Ford	E350	1FBNE31L75HA87782	RS05371	148,620
7056	2005	Ford	E350	1FBSS31L55HB07989	RS05425	129,427
7082	2006	Ford	E350	1FBNE31L56HA09275	RS05741	143,683
7084	2006	Ford	E350	1FBNE31L96HA09277	RS05743	144,893
7089	2006	Ford	E350	1FBNE31L26HA09282	RS05728	121,716
7097	2006	Ford	E350	1FBNE31L16HA09290	RS05747	151,742
7098	2006	Ford	E350	1FBNE31L36HA09291	RS05748	143,672
7101	2006	Ford	E350	1FBNE31L96HA09294	RS05751	147,447
7107	2006	Ford	E350	1FBNE31L06HA09300	RS05757	131,877
7108	2006	Ford	E350	1FBNE31L26HA09301	RS05758	142,556
7116	2006	Ford	E350	1FBNE31L76HA09309	RS05767	130,550
7133	2006	Ford	E350	1FBNE31L16DA24668	RS06142	120,677
7140	2006	Ford	E350	1FBNE31L96DA24675	RS06135	141,834
7145	2006	Ford	E350	1FBNE31L26DA24680	RS06130	116,822
7152	2006	Ford	E350	1FBNE31L56DA24687	RS06355	144,538
7154	2006	Ford	E350	1FBNE31L96DA24689	RS06353	144,605
7155	2006	Ford	E350	1FBNE31L56DA24690	RS06352	144,996
7160	2006	Ford	E350	1FBNE31L46DA24695	RS06347	145,891
7161	2006	Ford	E350	1FBNE31L66DA24696	RS06346	146,512

## FACT SHEET

**TITLE:** A Resolution Authorizing Execution of a Cooperative Governmental Purchasing Agreement with the City of Seattle for the Purchase of Various Supplies, Materials, Equipment and Consultant Services Using Competitively Awarded Contracts

**DIVISION:** Operations

**ORIGINATOR:** Bill Spies, Fleet Manager

**PRECEDING ACTION:** N/A

**COORDINATING DEPARTMENT:** Purchasing, Maintenance

**APPROVED FOR SUBMITTAL:**

  
Chief Financial Officer

**APPROVED FOR AGENDA:**

  
Chief Executive Officer

  
General Counsel

**ATTACHMENTS:** Proposed Resolution  
Exhibit A, Proposed Interlocal Agreement

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### BUDGET INFORMATION

2016 Budget Amount  
N/A

Required Expenditure  
N/A

Impact  
N/A

**Explanation:** Authority to enter into a Cooperative Purchasing Agreement with the City of Seattle for the purchase of various supplies, materials, equipment and consultant services using competitively awarded contracts.

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### BACKGROUND:

In accordance with RCW Chapter 39.34 which permits local governmental entities to cooperate with other governmental entities to purchase supplies, materials, equipment and consultant services using competitively awarded contracts, Pierce Transit staff requests authority to enter into a Cooperative Governmental Purchasing Agreement with the City of Seattle.

As an example of efficiencies which could be realized through this agreement, The City of Seattle currently has a competitively bid contract for Bio-Diesel which, at current market prices, could save Pierce Transit approximately \$43,200 annually. Pierce Transit has an interest in this as well as other contracts competitively bid and awarded by the City of Seattle.



ALTERNATIVES:

Do not enter into an interlocal purchasing agreement with the City of Seattle. [Impact: Pierce Transit would not be able to take advantage of cost savings benefits.

RECOMMENDATION:

Approve Resolution No. 16-003, authorizing the Chief Executive Officer to enter into and execute a Cooperative Purchasing Agreement with the City of Seattle for the purchase of various supplies, materials, equipment and consultant services using competitively awarded contracts.

RESOLUTION NO. 16-003

A RESOLUTION of the Board of Commissioners of Pierce Transit for Authority to Enter into and Execute Cooperative Governmental Purchasing Agreement with the City of Seattle for the Purchase of Various Supplies, Materials, Equipment and Consultant Services Using Competitively Awarded Contracts

WHEREAS, RCW Chapter 39.34 permits local governmental units to cooperate with other governmental entities for purchasing supplies, materials, equipment and consultant services using competitively awarded contracts; and

WHEREAS; Pierce Transit staff requests authority to enter into a Cooperative Purchasing Agreement with the City of Seattle in order to increase Agency efficiencies by the use of competitively awarded contracts by the City of Seattle; 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 Cooperative Governmental Purchasing Agreement, which is attached hereto as Exhibit A, with the City of Seattle for the Purchase of various supplies, materials, equipment and consultant services using competitively awarded contracts

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 8th day of February, 2016.

PIERCE TRANSIT

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

ATTEST/AUTHENTICATED

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

## COOPERATIVE PURCHASING AGREEMENT

In accordance with RCW Chapter 39.34 and to all other applicable laws, The City of Seattle and Pierce Transit, hereby agree to cooperative governmental purchasing agreement for various supplies, materials, equipment and routine, expert and/or consultant services, using competitively awarded contracts. The following terms and conditions shall apply:

1. Each agency, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors.
2. Each agency is responsible for compliance with any additional or varying laws and regulations regarding purchases.
3. Any purchases shall be effected by a purchase order from the purchasing agency and directed to the vendor(s).
4. The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this agreement.
5. Each agency shall be responsible for the payment of any item(s) purchased through a contract or purchase order that resulted from this Agreement.
6. This Agreement shall remain in force until cancelled in writing by either party.

Accepted for Pierce Transit

Accepted for the City of Seattle:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Sue Dreier

Name: Nancy Locke

Title: Chief Executive Officer

Title: Purchasing & Contracting Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## FACT SHEET

**TITLE:** A Resolution Authorizing the Execution of an Interlocal Agreement with Invista Performance Solutions to Assist with Pierce Transit's Diversity and Inclusion Program

**DIVISION:** Lean and Workforce Development

**ORIGINATOR:** J. Michelle Swope, HR Specialist

**PRECEDING ACTION:** N/A

**COORDINATING DEPARTMENT:** Lean and Workforce Development

**APPROVED FOR SUBMITTAL:**

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

**APPROVED FOR AGENDA:**

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

**ATTACHMENTS:** Proposed Resolution  
Exhibit A, Proposed Interlocal Agreement

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### BUDGET INFORMATION

2016 Budget Amount  
\$16,000

Required Expenditure  
Not to exceed \$16,000

Impact

**Explanation:** The proposed contract, if approved, shall remain in effect until December 31, 2016.

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### BACKGROUND:

Pierce Transit seeks to enter into an agreement with Invista Performance Solutions to advance the skills of its workers by providing a robust diversity and inclusion program to better serve our customers, our employees and our community. Staff researched several local and national organizations who would help design and implement a comprehensive diversity and inclusion program and found Invista Performance Solutions, a local partnership of community colleges, to be well-qualified and able to meet our requirements and needs.

### ALTERNATIVES:

**FACT SHEET**  
**PAGE 2**

We researched several local and national organizations who would help us create a diversity and inclusion program and found the services of Invista Performance Solutions, a local company, to be able to meet our requirements and needs.

**ALTERNATIVES:**

Do not approve the contract.

**RECOMMENDATION:**

Approve Resolution No. 16-005, authorizing the Chief Executive Officer to enter into and execute an Interlocal Agreement with Invista Performance Solutions in an amount not to exceed \$16,000 to assist with Pierce Transit's diversity and inclusion program.

**RESOLUTION NO. 16-005**

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Execution of an Interlocal Agreement with Invista Performance Solutions to Assist with Pierce Transit's Diversity and Inclusion Program

WHEREAS, by Resolution No. 15-071, approved on the 14th day of December 2015, the Board of Commissioners of Pierce Transit adopted the 2016 Agency Budget; and

WHEREAS, the need for an diversity and inclusion program has been identified by Pierce Transit's Chief Executive Officer; and

WHEREAS, Pierce Transit needs assistance and guidance in building an effective and robust program and committee; and

WHEREAS, staff has determined that Invista Performance Solutions is well-suited to assist Pierce Transit with training and facilitation of a diversity and inclusion program; and

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

Section 1. The Chief Executive Officer is hereby authorized to enter into and execute an interlocal agreement with Invista Performance Solutions, attached hereto as Exhibit A, to provide assistance with a diversity and inclusion program, in an amount not to exceed \$16,000 and with a term expiring December 31, 2016.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 8th day of February, 2016.

PIERCE TRANSIT

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Rick Talbert, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC  
Clerk of the Board

**PROFESSIONAL SERVICES CONTRACT**  
**CONTRACT NO. PT-02-16**  
**DIVERSITY AND INCLUSION PROGRAM**

This CONTRACT is made this \_\_\_\_ day of February, 2016, between the Pierce County Public Transportation Benefit Area Corporation (hereinafter referred to as "Pierce Transit") and Invista Performance Solutions (hereinafter referred to as "Contractor").

WHEREAS, Pierce Transit desires to retain the services of Contractor to provide an on-site Diversity and Inclusion Program and Train the Trainer modules; and

WHEREAS, Contractor is qualified, willing, and able to provide and perform said services; and

WHEREAS, said services are temporary in duration.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the respective parties hereto, and other good consideration, it is mutually agreed as follows:

1. **DOCUMENTS INCORPORATED IN THIS CONTRACT:** Contractor shall comply with the terms and conditions of this Contract and with the terms and conditions of the documents listed below, if any, attached hereto, and by reference made a part hereof. The Contract and the documents incorporated herein constitute the entire Contract between Pierce Transit and the Contractor, except for modifications as provided, and in case of dispute shall govern in the following order of precedence:

- a. Amendments to this Contract;
- b. This Contract; and
- c. Contractor's Proposal dated December 16, 2015.

2. **SCOPE OF WORK:**

Invista Performance Solutions will deliver an on-site Diversity and Inclusion Program and Train the Trainer modules, training employees to recognize, respect and value the differences that lead to innovative approaches and diverse thought in the workplace and deliver subsequent trainings of value laden topics internally. Pierce Transit's Representative will initiate an internal leadership awareness campaign within Pierce Transit to identify and solicit potential trainers through a Champion Application.

**Module 1:**

Invista Performance Solutions will deliver the solution in a series of progressive modules beginning with this 4-hour Kick-Off with leaders only. This module will outline the course so participants have a road map for the training and will understand what Diversity Awareness Training can and can't do or solve. It engages the learners immediately with the purpose of the training and its benefits to them as adult learners. This module includes a required questionnaire designed to spark engaging exercises facilitated by Myra Downing with a Pierce Transit Representative's assistance. This module will be designed to include Pierce Transit's values and interests including identifying and discussing leadership attributes that support diversity. This module will explain:

- The WHY?
- Overview of Diversity and Inclusion
- Requirements of Management
- What's In It For Me—benefits of the program
- Participants role in creative active thinking

### **Module 2:**

Invista Performance Solutions will deliver an 8-hour full day Diversity and Inclusion trainings for up to twenty-five (25) potential Champions and others interested in the course, up to possibly four (4) cohorts. Pierce Transit's Representative will prepare and send out an application to find out who is interested in being on the team of champions and/or attend the training. Information will be presented on communicating from a cultural perspective. Participants will be afforded the opportunity to practice this in comfortable and potentially uncomfortable situations. The session will end with participants identifying ways they can apply what they learned when interacting or working with people who may be different than themselves. They will also identify actions they can take at work to create a place for diversity. Interactive practice exercises are used to allow participants to work with the information being presented. Time is allotted for discussion and to answer questions, all with the major emphasis on application on the job and at the work sites within Pierce Transit's culture and practices. Participants will be assessed on their ability to identify and incorporate Diversity and Inclusion initiatives. After training participants will be able to:

- Create a common understanding by defining culture
- Identify the impact of diversity within the workplace and how it affects relationships
- Review current values, biases, and differing work views/perspectives
- Learn via dialog and discussion how to talk about differences safely
- Develop strategies that positively impact relationships and the organization

### **Module 3:**

Invista Performance Solutions will deliver thirty-two (32) hours over four (4), 8-hour full day Train the Trainer sessions. Participants will be selected from those who attended the training and any others recommended by Pierce Transit. Participants are assessed on their ability to effectively facilitate value laden training. At this program's conclusion, participants will be able to:

- Identify and demonstrate the characteristics of an exceptional facilitative trainer
- Demonstrate effective training facilitative techniques
- Present information in a clear, concise, and engaging manner
- Design, develop and facilitate customized training and interactive exercises and discussions
- Demonstrate effective presence and competence through tone, word choice, and body language
- Utilize various visual aids and notes effectively to enhance a presentation

### **DELIVERABLES:**

**Module 1:** Diversity and Inclusion Training Kick-Off for Management Team of 53 leaders. (One 4-hour Session for 53 participants).

- Introduction and overview of D&I course creation and program maintenance at Pierce Transit
- Questionnaires
- Engagement Exercises



**Module 2:** Diversity and Inclusion Training for potential champions and other interested participants. (One 8-hour Session for 25 participants).

- Instructor led delivery up to 25 participants
- Diversity awareness and best practices
- Interactive practice exercises
- Participant assessment

**Module 3:** Diversity and Inclusion Training for potential champions and other interested participants. (Four 8-hour Sessions for 15 participants each session).

- Instructor led delivery up to 15 participants each session
- Development of participant learning materials
- Implementation of OJT training
- Post training evaluation

**3. OBLIGATIONS OF PIERCE TRANSIT:**

- a. Compensation: Fee for the services as described shall be \$14,285.00 plus applicable sales tax. Total compensation may not exceed \$16,000.00 for all work under this Contract. Any additional work must be preapproved in writing by Pierce Transit.
- b. Payment shall be made by Pierce Transit within thirty (30) days of receipt of a correct invoice from the Contractor. Incorrect invoices are subject to rejection or correction by Pierce Transit.
- c. Subcontractor Billing: The Contractor shall audit and review all invoicing and billing of subcontractor and assure Pierce Transit that all proper personnel and rates are applied in strict conformance with the Contract.

**4. PROPERTY RIGHTS:** All records or papers of any sort relating to Pierce Transit and to the project will at all times be the property of Pierce Transit and shall be surrendered to Pierce Transit upon demand. All information concerning Pierce Transit and said projects, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or in part, now or at any time disclose that information without the express written consent of Pierce Transit.

**5. CONFIDENTIAL MATERIALS AND PUBLIC DISCLOSURE:**

- a. This Contract and all records provided to Pierce Transit by Contractor hereunder may be public records subject to disclosure under the Washington State Public Records Act and/or other laws requiring disclosure or discovery of records. In the event Pierce Transit receives a request for such disclosure, Pierce Transit will provide Contractor with five (5) days' written notice prior to release of responsive records. The parties acknowledge that Pierce Transit is not liable for any release of records pursuant to public disclosure or discovery laws.
- b. Contractor shall mark certain record(s) as "Confidential" or "Proprietary" as appropriate given the potential sensitive subject of Contractor's work under this Contract. If Contractor fails to so mark record(s), then Pierce Transit, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above.

**6. INDEPENDENT CONTRACTOR RELATIONSHIP:**

- a. The Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of Pierce Transit, and shall not be entitled to any of the usual benefits incident to employment with Pierce Transit.
- b. Any and all employees of the Contractor, while engaged in the performance of any work or service required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of Pierce Transit and any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.
- c. The Contractor shall not engage, on a full or part-time basis, or other basis, during the period of the Contract, any professional or technical personnel who are, or have been at any time during the period of this Contract, in the employ of Pierce Transit, except regularly retired employees, without written consent of Pierce Transit.

- 7. DESIGNATED EMPLOYEES:** The employees who will perform the services on behalf of the Contractor shall be designated by the Contractor and a list of such designated employees shall be provided to Pierce Transit at the commencement of Contractor's work. No other individuals may perform the services required by this Contract without the express written permission of Pierce Transit. Pierce Transit may, however, require the removal of any employee and the Contractor shall replace such employee upon demand by Pierce Transit.

- 8. SUBCONTRACTORS:** Subcontractors, if any, who will perform work under this Contract shall be the firms designated in this Contract, if any. No other subcontractors shall perform the services required under this Contract without the express written permission of Pierce Transit. The Contractor is expected to audit and review all invoicing and billing by subcontractors and will ensure that all personnel and billing rates are applied in strict conformance of the Contract.

**9. ETHICS:**

- a. The Contractor warrants that it has not employed nor retained any company, firm or person, other than a bona fide employee working solely for it, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, firm or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Pierce Transit shall have the right to annul this Contract without liability.
- b. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.
- c. No member, officer, or employee of Pierce Transit or of a local public body during his tenure shall have any interest, direct or indirect, in this Contract or its proceeds.
- d. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, disability, age, marital status, political affiliation, national origin, and/or any protected classifications under state or federal laws.

- 10. AUDIT:** For a period of 36 months from completion of work under this Contract. Contractor shall permit the authorized representatives of Pierce Transit, the U.S. Department of Transportation, the Controller General of the United States, and/or the Washington State Auditor's Office to inspect and audit all data and records of Contractor relating to his performance under this Contract.

11. **TERM OF CONTRACT:** This Contract shall be effective as of the date first written above and shall expire on December 31, 2016.
12. **EXTENSIONS AND TERMINATION:**
- a. This Contract may be extended for an additional period upon the written consent of both parties hereto.
  - b. This Contract may be terminated by either party on ten (10) days' written notice to the other, except that if the Contractor fails to perform or observe any of the provisions, terms, or conditions herein, Pierce Transit may terminate this Contract immediately so long as written notice is thereafter communicated to the Contractor at his last known address. Pierce Transit will pay for all services rendered up to the time of notification of termination of this Contract, less prior interim payments, if any. Upon payment of such sums, Pierce Transit shall be discharged from all liability to the Contractor hereunder and this Contract shall be considered terminated unless extended in writing by mutual agreement between the parties hereto.
  - c. Upon termination of Contract under Paragraph 12(b) above, all documents, records, and file materials shall be turned over to Pierce Transit by the Contractor.
  - d. All services to be rendered under this Contract shall be subject to direction and approval of Pierce Transit.
13. **ASSIGNMENT:** This Contract may not be assigned or otherwise transferred by either party hereto, nor will the Contractor delegate, nor hire additional persons to perform services and duties under this Contract, without the advance written consent of Pierce Transit.
14. **WAGE AND HOURS LAW COMPLIANCE:** Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save Pierce Transit free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.
15. **SOCIAL SECURITY AND OTHER TAXES:** Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of the Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work on this project and under this Contract and shall assume exclusive liability thereof, and meet all requirements there under pursuant to any rules or regulations.

**16. INSURANCE:**

- A. The Contractor shall procure and maintain for the duration of this Contract liability insurance against claims for injuries to persons or damage to property or business losses that may arise from or in connection with the Contractor's Professional Liability including the work of the Contractor's agents, representatives, employees, Subcontractors or Subcontractors' employees in the amount of at least \$1,000,000 per occurrence.
- B. Pierce Transit shall be named as an additional insured on the following Contractor's liability insurance policies, and before beginning work, Contractor shall provide Certificates of Insurance listing Pierce Transit as an additional insured on policies providing the types and minimum limits of coverage as follows:
  - 1. Business auto coverage for any auto no less than \$1,000,000 per accident limit.
  - 2. Commercial general liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employer's liability.
  - 3. Pierce Transit reserves the right to receive a certified and complete copy of all of the Contractor's current insurance policies with all endorsements upon fifteen (15) days' notice.
- C. The Contractor is responsible for the payment of any deductible or self-insured retention that is required by any of the Contractor's insurance carriers. If Pierce Transit is required to contribute to the deductible under any of the Contractor's insurance policies, the Contractor shall reimburse Pierce Transit the full amount of the deductible.
- D. It is the intent of this Contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. Pierce Transit's own insurance will be considered excess coverage in respect to Pierce Transit. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as would be achieved under a standard Insurance Services Organization (ISO) separation of insureds clause.
- E. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that notification will be given to Pierce Transit for any cancellation, suspension or material change in the Contractor's coverage.

**17. DEFENSE AND INDEMNIFICATION AGREEMENT:**

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority. To the extent authorized under the Constitution and laws of the State of Washington, each party shall indemnify, defend, and hold harmless the other party, its officers, employees, and agents from any claims, losses, or suits, including attorney's fees, arising out of injuries and damages caused by each party's own negligence or failures to perform its obligations under this contract. In the case for fault or negligence of both parties, any damages allowed shall be levied in proportion to the percentage of the fault or negligence attributable to each party. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

- 18. DISPUTE RESOLUTION:** Any controversy or Claim arising out of or related to the Contract, or the breach thereof, shall be subject to the dispute resolution procedures in this Subparagraph. Prior to the initiation of any action or proceeding to resolve disputes between Pierce Transit and Contractor, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power, who shall not have substantive involvement in the matters involved in the dispute, unless the parties otherwise agree. Failing resolution, the parties shall attempt to resolve the dispute through a mediation conducted by a person(s) or organization experienced in mediation initiated within thirty (30) days from the date of the request unless extended by agreement of both parties. The positions expressed and mediator's recommendations, if any, shall not be admissible as evidence in any subsequent proceeding. At all times during the course of any unresolved dispute between the parties, the Contractor shall supervise, direct and perform the Work in a diligent and professional manner and without delay as provided under the terms of the Contract. The good faith completion of negotiation efforts and mediation pursuant to this Article shall be a prerequisite to the filing of any litigation.
- 19. CONTENT AND UNDERSTANDING:** This Contract contains the complete and integrated understanding and agreement between the parties and supersedes any previous understanding, agreement or negotiation whether oral or written.
- 20. NOTICES:** Any notice given by either party to the other hereunder shall be served, if delivery in person, to the office of the representative authorized and designated in writing to act for the respective party, or if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative as indicated in this Contract. Either party hereto shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

To the Contractor: Don Sosnowski, Executive Director  
 Invista Performance Solutions  
 4500 Steilacoom Blvd., SW, Bldg. 19  
 Lakewood, WA 98499  
 Tel: 253.583.8860  
 Fax: 253.589.4320  
 E-mail: dsosnowski@invistaperforms.org

To Pierce Transit: Dana Henderson, General Counsel  
 Pierce Transit  
 3701 96<sup>th</sup> Street SW  
 PO Box 99070  
 Lakewood, WA 98496-0070  
 Tel: 253.777.4977  
 Fax: 253.581.8075  
 E-mail: dhenderson@piercetransit.org

- 21. CHANGES:** No change, alteration, modification, or addition to this Contract will be effective unless it is in writing and properly signed by both parties hereto.
- 22. GOVERNING LAW AND VENUE:** This Contract and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Washington. Pierce County Superior Court shall be the venue for any legal action.

23. **SEVERABILITY:** If one or more of the Contract clauses is found to be unenforceable, illegal or contrary to public policy, the Contract will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.
24. **AUTHORIZED REPRESENTATIVE:** In performing the services defined herein, Contractor shall report to: J. Michelle Swope, Lean and Workforce Development Coordinator. Contractor's Representative is: Steven Kovacs, Business Development Manager.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the day and year written below.

**PIERCE COUNTY PUBLIC TRANSPORTATION  
BENEFIT AREA CORPORATION**

\_\_\_\_\_  
Sue Dreier  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sue Dreier  
Chief Executive Officer

\_\_\_\_\_  
Date

**INVISTA PERFORMANCE SOLUTIONS**

\_\_\_\_\_  
Don Sosnowski  
Executive Director

\_\_\_\_\_  
Date

**TACOMA COMMUNITY COLLEGE**

\_\_\_\_\_  
Tim Gould  
Vice President of Administrative Services

\_\_\_\_\_  
Date

ATTEST:

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

## FACT SHEET

TITLE: A Motion Removing Community Transportation Advisory Group (CTAG) Member Tyree Smith      DIVISION: Executive

ORIGINATOR: Penny Grellier, Business Partnership Administrator

**PRECEDING ACTION:**

Resolution No. 14-039 Appointing Tyree Smith to CTAG

Resolution No. 15-007 Amending CTAG Charter

Resolution No. 16-009 Appointments and Reappointments to the CTAG

COORDINATING DEPARTMENT: Executive

APPROVED FOR SUBMITTAL:

  
Chief Financial Officer

APPROVED FOR AGENDA:

  
Chief Executive Officer

  
General Counsel

ATTACHMENTS: None

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### BUDGET INFORMATION

2016 Budget Amount  
N/A

Required Expenditure  
N/A

Impact  
N/A

Explanation: No expenditure requested.

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### BACKGROUND

Pierce Transit's Community Transportation Advisory Group (CTAG) is comprised of up to nine (9) community members. Members are expected to attend the majority of meetings held each calendar year. Members are encouraged to contact the staff liaison prior to a meeting when they are unable to attend, to ensure the CTAG will have a quorum.

Due to work and academic conflicts, member Tyree Smith was present for only one of the ten (10) CTAG meetings held in 2015. Attempts to contact Tyree by phone and mail, to determine his status and continued interest, have not been successful.

**I. Removal Process**

As described in the PT Code 1.94.080 - Attendance, removal and resignation of members

For an excused absence, members must notify the staff liaison and/or the CTAG chair at least 24 hours prior to the meeting. A pattern of unexcused absences, or other conduct that seriously interferes with a member's ability to perform his or her duties, may result in a recommendation for removal of the member to the board. Such recommendations for removal shall be made upon motion and approval by a quorum of CTAG members or by the CEO with notice to the CTAG chair. Pierce Transit staff will track attendance and send notification of CTAG's or the CEO's intent to recommend removal to the respective member. The notice will include the date the matter is scheduled to appear on the CTAG agenda. Members whose positions are being considered for removal will have a reasonable opportunity to respond during the discussion of the motion by CTAG. The failure to appear at the meeting during which the agenda item is discussed will be deemed a forfeiture of the member's position on the CTAG. Any recommendation for removal must be approved by the Board before taking effect.

**II. Proposed Removal of member Tyree Smith**

At their meeting on January 28, 2016, CTAG members voted to recommend to the Board that Tyree Smith be removed from the CTAG due to inability to make meetings as a result of work and academic conflicts. Because the Board appointed an alternate at its January, 2016 meeting, the vacancy will be immediately filled by alternate member Roland Santos.

**ALTERNATIVES**

Retain Tyree Smith as a CTAG member.

**RECOMMENDATION**

Move to Remove Tyree Smith from CTAG due to lack of attendance as a result of conflicting work and academic obligations.



AGENDA DATE: 01/11/2016;  
02/08/2016

## FACT SHEET

**TITLE:** Election of Representative and Alternate to the  
Puget Sound Regional Council (PSRC) Transportation  
Policy Board for 2016 Calendar Year

**DIVISION:** Executive

**ORIGINATOR:** Deanne Jacobson, Clerk of the Board

**PRECEDING ACTION:** Resolution 15-004, Appointment of Representative and Alternate to Puget Sound Regional Council;

**COORDINATING DEPARTMENT:** N/A

**APPROVED FOR SUBMITTAL:**

  
Chief Financial Officer

**APPROVED FOR AGENDA:**

  
Chief Executive Officer

  
General Counsel

**ATTACHMENTS:** None

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### BUDGET INFORMATION

2016 Budget Amount  
\$0

Required Expenditure  
\$0

Impact  
\$0

**Explanation:** N/A

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### BACKGROUND:

In response to the Federal Transportation Act MAP-21, in 2014 the Puget Sound Regional Council (PSRC) Executive Board changed the structure of the Transportation Policy Board so that transit could be represented in a voting capacity. There are five public agencies that provide transit services in Pierce County: Pierce Transit; Kitsap Transit; Intercity Transit; Sound Transit; and Pierce County government through their ferry service. Because Sound Transit and Kitsap Transit will have their own seat, Pierce Transit coordinates with Pierce County Government and Intercity Transit when making this appointment.

**FACT SHEET**  
**PAGE 2**

The Clerk of the Board has coordinated with other public transportation providers in the County to seek nominations, and any nominees received will be announced at the January 11, 2016, Board meeting and the individual(s) will be considered for appointment.

As information, the PSRC Transportation Policy Board typically meets the second Thursday of each month from 9:30 -11:30 am. The meetings are held at PSRC's office, 1011 Western Ave, Suite 500, Seattle, WA. The next meeting is January 14, 2016 at 9:30 am. The representatives are eligible to receive the \$90 per diem rate provided that he or she attended the meeting and is not a full-time elected official.

The proper procedure for election is as follows:

1. In addition to any nominations received by the Clerk of the Board in advance of the January 11, 2016 meeting, the incumbent Chair calls for nominations for primary representative.
2. When all nominations have been made, a motion to close nominations is in order.
3. The Chair calls for the vote on the motion to close nominations. After nominations are closed, if there is only one nominee, the Chair declares the nominee elected.
4. If there is more than one nominee, Board Members cast votes for the nominee(s) one at a time, in the order in which they were nominated. (Nominees are permitted and encouraged to vote.)
5. The first nominee receiving the majority of the vote is declared the new primary representative and no votes are taken on the remaining nominees for the primary representative position.

The same process is repeated for the alternate representative position.

**UPDATE:**

At the January 11, 2016, Board meeting, the Board of Commissioners by consensus decided to postpone this item to the February 8, 2016, Board meeting so they would have a full complement of the Board. Chair Talbert noted that he is willing to serve as an alternate on the PSRC Transportation Board.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

Elect a primary and alternate representative to the Puget Sound Regional Council (PSRC) Transportation Policy Board for 2016 Calendar Year, with terms expiring December 31, 2016.

## FACT SHEET

**TITLE:** A Resolution Ratifying Amendment No. 1 to the Transit Service Direct Financial Partnership Agreement Between King County, the City of Auburn, and Pierce Transit; and Approving Amendment No. 3 to the Transit Service Direct Financial Partnership Agreement Between King County, the City of Auburn, and Pierce Transit for Lakeland Hills-Auburn Sounder Station Service

**DEPARTMENT:** Transit Development

**ORIGINATOR:** Peter Stackpole, Service Planning Assistant Manager

**PRECEDING ACTION:** Resolution 08-035 - Authorizing Implementation of Lakeland Hills Feeder Service Effective February 9, 2009

**COORDINATING DIVISION:** Finance

**APPROVED FOR SUBMITTAL:**

  
Chief Financial Officer

**APPROVED FOR AGENDA:**

  
Chief Executive Officer

  
General Counsel

**ATTACHMENTS:**

Proposed Resolution

Exhibit A, Amendment No. 1, extension of original agreement

Exhibit B, Amendment No. 2 (provided for reference only – agreement between KCM and Auburn)

Exhibit C, Amendment No. 3

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### BUDGET INFORMATION

2016 Budget Amount  
\$150,472

Required Expenditure  
\$150,472

Impact  
0

**Explanation:** 2016 budgeted amount represents Pierce Transit's portion of direct operating costs and capital costs associated with the Lakeland Hills service.

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### BACKGROUND:

The Lakeland Hills feeder service is a unique partnership between the City of Auburn, King County, and Pierce Transit operating fixed route bus service between Lake Tapps Parkway and the Auburn Sounder Station. It provides peak hour commute service to connect residential areas to the Auburn Sounder

Station facilitating transfers to Sounder commuter rail, Sound Transit express bus service and Metro bus service. Service under this agreement commenced on February 9, 2009 with Sound Transit assuming King County's portion and continued in February 2010 under a 5-year partnership agreement with King County, the City of Auburn and Pierce Transit.

The agreement was extended in January 2015 (see Exhibit A) for an additional 13-month period using the same funding mechanism set forth in the original agreement. This extension provided the parties the opportunity to evaluate whether or not to extend the Agreement again consistent with the provisions of the Agreement (Section 4.1). Due to this service's steady growth of ridership (carrying an average of 15 passengers per service hour) and a more optimistic budget climate, the parties agreed that the service warrants continuation under a new funding plan that more accurately reflects the actual cost of service.

Under the current Agreement The City of Auburn and King County each contribute one third of the costs of the service based on Pierce Transit's 2008 fully allocated rate of \$75.93 for "blended" (both directly operated and contracted) SHUTTLE service based on the use of a 25 foot vehicle. Pierce Transit contributes the difference between the agreed upon cost of the vehicles (\$58,435 per year) and one third of the service cost.

Amendment No. 3 (Exhibit C) modifies the cost sharing agreement based on Pierce Transit's current direct cost hourly rate of \$99.78 with the provision that the operating hourly rate may be adjusted (up to 3%) each year to reflect changes to Pierce Transit's service operation costs. In addition to the operating costs, the Parties agree to split Pierce Transit's capital costs associated with the Lakeland Hills service. The total capital cost for this service is \$71,155 per year and is fixed for the term of this extension period.

**ALTERNATIVES:**

- 1) Do not approve the contract.
- 2) Modify the funding scenario.

**RECOMMENDATION:**

Approve Resolution No. 16-004, ratifying Amendment No. 1 to the Transit Service Direct Financial Partnership Agreement Between King County and the City of Auburn, Washington, and Pierce Transit; and approve Amendment No. 3 to the Transit Service Direct Financial Partnership Agreement between King County and the City of Auburn, and Pierce Transit for Lakeland Hills-Auburn Sounder Station Service.

## RESOLUTION NO. 16-004

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Ratifying Amendment No. 1 to the  
2 Transit Service Direct Financial Partnership Agreement Between King County, the City of Auburn, and Pierce  
3 Transit; and Approving Amendment No. 3 to the Transit Service Direct Financial Partnership  
4 Agreement Between King County, the City of Auburn, and Pierce Transit for  
5 Lakeland Hills-Auburn Sounder Station Service  
6

7 WHEREAS, on December 22, 2008, the Parties entered into a Transit Service Direct Financial Partnership  
8 Agreement (the "Agreement"); and

9 WHEREAS, said agreement created a partnership between the City of Auburn, King County and Pierce  
10 Transit operating fixed route bus service between Lake Tapps Parkway and the Auburn Sounder Station; and

11 WHEREAS, the transit service enhancements provided for in Part I of Attachment A in the Agreement  
12 were implemented on or about February 9, 2010; and

13 WHEREAS, in December 2014 the Parties extended the Agreement (Amendment No. 1), which is  
14 attached hereto as Exhibit A, to provide the enhanced transit service described in Part I of Attachment A (i.e.,  
15 Lakeland Hills-Auburn Sounder Station route) until March 12, 2016, during which the Parties agreed to evaluate  
16 whether or not to extend the Agreement again consistent with the provisions of Section 4.1 of the  
17 Agreement; and

18 WHEREAS, Section 4.1 of the Agreement provides that each service specified in Attachment A to the  
19 Agreement will expire five (5) years after the start of service , unless extended pursuant to the terms of the  
20 Agreement; and

21 WHEREAS, Section 4.1 of the Agreement further provides that if, after five (5) years the enhanced transit  
22 service described in Section 1 of Attachment A to the Agreement is deemed viable pursuant to the performance  
23 indicators set forth in Section 2.2 of the Agreement and the additional performance benchmarks specified in  
24 Attachment A of the Agreement, and the Parties desire to have Pierce Transit continue to provide the enhanced  
25 transit service beyond the initial period, the Agreement may be extended by the Parties; and

26 WHEREAS that the service is viable and meeting or exceeding the performance benchmarks; and

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

28 Section 1: Amendment No. 1 to the Transit Service Direct Financial Partnership Agreement Between  
29 King County, the City of Auburn, and Pierce Transit, attached hereto as Exhibit A, is hereby ratified; and

30 Section 2: Amendment No. 3 to the Transit Service Direct Financial Partnership Agreement between  
31 Pierce Transit, King County, and the City of Auburn for Lakeland Hills-Auburn Sounder Station service, attached  
32 hereto as Exhibit C, is hereby approved and extending the agreement until February 9, 2020.

1           ADOPTED by the Board of Commissioners of Pierce Transit at a regular meeting thereof, held on this 8th  
2 day of February, 2016.

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Rick Talbert, Chairman  
Board of Commissioners

ATTEST:

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Deanne Jacobson, CMC  
Clerk of the Board

**AMENDMENT No. 1**  
**to the**  
**TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT**  
**between**  
**KING COUNTY**  
**and**  
**THE CITY OF AUBURN, WASHINGTON**  
**AND**  
**PIERCE TRANSIT**

This Amendment No. 1 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 1" or the "First Amendment") is made by and between King County, a home rule charter county of the State of Washington, by and through its Department of Transportation, Metro Transit Division (hereinafter the "County" or "Metro Transit") and the City of Auburn (the "City") and the Pierce County Public Transportation Benefit Authority ("Pierce Transit"), both Washington municipal corporations (referred to collectively as "Service Partner," whether one entity or multiple entities), all of which entities may be referred to hereinafter separately as "Party" or together as the "Parties."

WHEREAS, on December 22, 2008 the Parties entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides that each service specified in Attachment A to the Agreement will expire five (5) years after the start of the service, unless extended pursuant to the terms of the Agreement; and

WHEREAS, Section 4.1 of the Agreement further provides that if, after five (5) years the enhanced transit service described in Section 1 of Attachment A to the Agreement is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of the Agreement and the additional performance benchmarks specified in Attachment A of the Agreement, and the Service Partner desires to have Pierce Transit continue to provide the enhanced transit service beyond the initial five-year period, the Agreement may be extended by the Parties for an additional five years without additional approval by the King County Council or the Pierce Transit Board of Commissioners; and

WHEREAS, the transit service enhancements provided for in Part I of Attachment A in the Agreement were implemented on or about February 9, 2010; and

WHEREAS, the Parties now desire to extend the Agreement to provide the enhanced transit service described in Part I of Attachment A (i.e., Lakeland Hills-Auburn Sounder Station route) for an additional thirteen-month period, during which the Parties will evaluate whether or not to extend the Agreement again consistent with the provisions of Section 4.1 of the Agreement; and

WHEREAS, Section 8 of the Agreement provides that the Agreement may be amended or modified by written agreement of the Parties, and further provides that such amendments and modifications may be made for the County by Metro's General Manager when such amendments are consistent with the intent and purpose of the Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

**1. Extension of Term of Agreement**

As provided for in Section 4.1, the enhanced transit service described in Part I of Attachment A in the Agreement is extended until March 12, 2016.

**2. Service Cost**

The service cost during the extended term of the Agreement will be based on Pierce Transit's per hour rate of \$75.93.

**3. Execution of Agreement – Counterparts**

A new Section 19 is added to the Agreement to read as follows:

This Agreement, and any amendments to this Agreement, may be executed in separate counterparts, each of which shall be regarded for all purposes as an original and all of which taken together constitute one and the same Agreement. Facsimile or scanned and emailed counterpart signatures to this Agreement shall be acceptable and binding on the Parties hereto.

**4. No Other Modifications.**

Except as specifically provided for in this Amendment No. 1, all other provisions of the Agreement shall remain unchanged and in full force and effect.

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**5. Effective Date.**

This Amendment No. 1 shall be effective upon execution by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 to the Agreement as of the date set forth below their signatures.

**KING COUNTY**

By: \_\_\_\_\_  
Kevin Desmond  
General Manager, Metro Transit Division  
Department of Transportation  
Date: \_\_\_\_\_

**SERVICE PARTNER**

City of Auburn  
By: Nancy Backus  
Name  
Its (Title): Mayor  
Date: 12.22.14

**SERVICE PARTNER**

Pierce Transit

By: \_\_\_\_\_  
Name  
Its (Title): \_\_\_\_\_  
Date: \_\_\_\_\_

**TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT  
BY AND BETWEEN  
KING COUNTY  
AND  
THE CITY OF AUBURN, WASHINGTON  
AND  
PIERCE TRANSIT**

**THIS TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT** (the "Agreement") is made by and between King County, a political subdivision of the State of Washington and home rule charter county with broad powers to provide public transportation within the County's geographic boundaries, by and through the King County Department of Transportation, Metro Transit Division (the "County" or "Metro Transit"), the City of Auburn and the Pierce County Public Transportation Benefit Authority (or "Pierce Transit") (both Washington municipal corporations) (Referred to collectively as "Service Partner," whether one entity or multiple entities), all of which entities may be referred to hereinafter individually as "City of Auburn" or "Pierce Transit" or collectively as the "Parties."

**WHEREAS**, in September 2006 the King County Council adopted Ordinance 15582, the *Transit Now* ordinance, directing the submission of a proposition to King County voters to fix and impose an additional sales and use tax of one-tenth of one percent to fund expansion of the King County Metro public transportation system and a variety of transit service improvements; and

**WHEREAS**, the *Transit Now* ordinance identified a number of transit service measures to be implemented using the one-tenth of one percent sales and use tax collected through *Transit Now* that focus on capital, operating, and maintenance improvements that are expected to expand and improve bus service on local streets and arterials within King County; and

**WHEREAS**, mutually beneficial contractual arrangements with other public and private entities ("service partnerships") that leverage public and private funds to provide both new and better bus service to cities and major employers is one of four key strategies (the "Service Partnership Program") identified in the *Transit Now* proposition approved by King County voters in the general election on November 7, 2006; and

**WHEREAS**, the Service Partnership Program is also designed and intended to support the service development objectives and financial strategies of the Metro Transit's *Ten-Year Strategic Plan for Public Transportation 2007-2016*; and

**WHEREAS**, the Service Partnership Program will provide commute alternatives for Pierce County residents who work in King County; and

**WHEREAS**, the *Ten-Year Strategic Plan for Public Transportation 2007 – 2016* adopted by the King County Council November 13, 2007 Strategy IM-3 exempts service partnerships, schedule maintenance, contracted services or partnership agreements from subarea allocation and reduction requirements; and

**WHEREAS**, Service Partner has submitted an application for a direct financial partnership for transit service and has met the criteria established by the County for awarding such partnerships; and

WHEREAS, the proposal submitted by Service Partner has been deemed to show a potential gain in ridership; and

WHEREAS, the proposal submitted by Service Partner has been approved by the King County Council,

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to enter into a mutually beneficial contractual relationship for enhanced transit services consistent with the goals and directives of the *Transit Now* ordinance and initiative as authorized by King County Council Ordinance 15582 (approved in September 2006) and passed by the voters of King County as *Transit Now* in the general election on November 7, 2006 to leverage sustainable local resources for transit service and to increase transit ridership.

This Agreement establishes the responsibilities of the Parties in relation to the transit service partnership, including methods for financing, implementing, monitoring, improving and terminating the partnership.

**2. COUNTY'S RESPONSIBILITIES**

- 2.1 The County will provide transit service enhancements in accordance with the service specifications set forth in Section II.C of Attachment A, which is incorporated herein and made a part of this Agreement by this reference, pursuant to which the County and City of Auburn will share the fully allocated cost of the increased service hours at a rate of not more than two-thirds from County funds to not less than one-third from City of Auburn funds (actual contribution specified in Attachment A). Fully allocated costs include the cost of fuel, maintenance, driver wages, service supervision, infrastructure maintenance, revenue collection, scheduling, rider information, data analysis; and administrative and management costs. The County's cost allocation model will be used to determine the City of Auburn's contribution for service described in Section II of Attachment A. The County will manage the service in accordance with its regular procedures and as may be further specified in this Agreement. The Parties understand and agree that, notwithstanding Service Partner's financial contribution, the transit service referenced herein will be open to the general public.
- 2.2 The County will include the new transit service enhancements provided for under this Agreement in its annual route performance monitoring. Enhanced transit service provided for via service partnerships will be expected to perform at or above the Metro Transit subarea average for its particular type of service in at least three of the four standard indicators monitored in Metro's annual *Route Performance Report*:
- a) Rides per revenue hour;
  - b) The ratio of fare revenue to operating expense;
  - c) Passenger miles per revenue hour; and
  - d) Passenger miles divided by platform miles.

- 2.3 More specific benchmarks applicable to the enhanced transit service provided for herein are set forth in Attachment A. Three (3) years after implementation of the enhanced transit service provided for herein and annually thereafter, the County will make a determination as to the productivity and viability of the service. The County will notify Service Partner of its assessment of the service's productivity, performance, and ongoing viability. If the County deems that changes can be made to improve the service, the County and Service Partner will discuss possible modifications and may agree on any decisions to modify the service enhancements provided for herein, provided, however, that any such modifications shall be consistent with the requirements set forth in KCC 28.94.020(B)(2). After consultation with Service Partner, if the County determines that the enhanced service provided for herein is not viable based upon performance, and proposed changes are insufficient to boost productivity beyond a minimum threshold as may be established and the Parties cannot agree on a substitute investment on a different route or a different corridor, the County will notify Service Partner of its intention to terminate the Agreement. Throughout, the County recognizes that statutory responsibility for making significant changes to, or eliminating, services described in Section I of Attachment A rests with Pierce Transit.
- 2.4 **Monetary Contributions.** The County will contribute, via payment of billings from Pierce Transit twice per year, as specified in Section 5.2 of this Agreement, no more than two thirds of the cost of the enhanced service described in Section I of Attachment A. The amount of the County's actual yearly monetary contributions are to be determined by application of the cost allocation calculation specified in Section I of Attachment A, which is attached hereto and incorporated herein by this reference. If application of that cost allocation formula yields a higher dollar amount, the County shall pay the larger amount.
3. **SERVICE PARTNER'S RESPONSIBILITIES**
- 3.1 **Monetary Contributions.** Service Partner will contribute at least one-third of the cost of the enhanced service described in Attachment A, in an amount not less than US\$100,000 per year for at least five (5) years to add to existing transit service or a minimum of US\$200,000 per year for at least five (5) years to implement new transit service. The foregoing dollar amounts represent the minimum monetary contributions that Service Partner will be responsible for pursuant to this Agreement. The amount of Service Partner's actual yearly monetary contributions, over and above the minimum yearly contributions specified in this Subsection 3.1, are to be determined by application of the cost allocation calculations specified in Attachment A, which is attached hereto and incorporated herein by this reference. If application of those cost allocation formulae yields a higher dollar amount, Service Partner shall pay the larger amount.
- 3.2 **Transit Service Enhancements.** In addition to the financial contributions referenced in Subsection 3.1, the City of Auburn will undertake a number of additional actions that are expected to increase ridership on the enhanced bus services provided for herein, including, but not limited to implementation of transportation demand management programs, parking management, service promotions, and communication infrastructure and transit signal priority improvements. The transit service enhancements to be undertaken by the City of Auburn pursuant to this Agreement are set forth more fully in Attachment A, which is attached hereto and incorporated herein by this reference. The Parties acknowledge and agree that the goal of this Agreement is to increase ridership. Toward that end, the Parties agree to work together in good faith to refine the details of the required transit service enhancements in order to assure effective and timely implementation.
- 3.3 Pierce Transit will establish and operate transit service enhancements in accordance with the service specifications set forth in Section I.C of Attachment A, which is incorporated herein and made a part of this Agreement by this reference, pursuant to which the County and Service Partner

will share the cost of the increased service hours at a rate of not more than two-thirds from County funds to not less than one-third from Partner funds (actual contribution specified in Attachment A). While Pierce Transit will hold authority and responsibility for conducting public participation processes in advance of any significant service modification, as defined by Pierce Transit's adopted service modification procedures, Pierce Transit will work together with the County and City of Auburn in the design and implementation of such changes. Pierce Transit's cost allocation model will be used to determine the County and Service Partner contributions for service described in Section I of Attachment A. Pierce Transit will provide performance data using its standard ridership and service monitoring practices. The Parties understand and agree that, notwithstanding the Parties' financial contributions, the transit service referenced herein will be open to the general public.

#### **4. TERM OF AGREEMENT**

- 4.1 This Agreement shall commence upon signing by the Parties and, for each service specified in Attachment A, expire five (5) years after the start of that service, unless extended or earlier terminated pursuant to the terms of this Agreement. If after five (5) years the enhanced transit service described in Section II of Attachment A is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of this Agreement and the additional performance benchmarks specified in Attachment A, and the City of Auburn desires to have Metro Transit continue to provide the enhanced transit service beyond the initial five year period, this Agreement may be extended by the Transit General Manager for an additional five years without additional approval by the King County Council. If after five (5) years the enhanced transit service described in Section I of Attachment A is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of this Agreement and the additional performance benchmarks specified in Attachment A, and the Parties desire to have Pierce Transit continue to provide the enhanced transit service beyond the initial five year period, this Agreement may be extended by the Parties for an additional five years without additional approval by the King County Council or Pierce Transit Board of Commissioners.
- 4.2 This Agreement is subject to review and approval by the King County Council and, if necessary, the governing bodies of any other governmental entities that are a Party to this Agreement.

#### **5. INVOICES/PAYMENT PROCEDURES**

- 5.1 The County will invoice the City of Auburn twice each year for its contribution, as specified in Section 3.1 of this Agreement, to the transit service described in Section II of Attachment A. The City of Auburn will receive two (2) billings each calendar year for the actual costs incurred by the County to operate or manage the service.
- 5.2 Pierce Transit will invoice the County and the City of Auburn twice each year, as specified in Section 2.4 of this Agreement, for the transit service described in Section I of Attachment A. The County and City of Auburn will receive two (2) billings each calendar year for the actual costs incurred by Pierce Transit to operate the service.
- 5.3 Estimates of the total service costs based on scheduled service hours are shown in Attachment A. These estimates will be adjusted in January each year, based on the per mile and per hour rates for that year. King County will provide these adjustments to the City of Auburn for service described in Section II of Attachment A. Pierce Transit will provide adjustments to King County and the City of Auburn for service described in Section I of Attachment A.

5.4 The City of Auburn shall make payment to the County within forty-five (45) days after receipt of an invoice. Should the City of Auburn fail to pay the County the amount due within forty-five (45) days of receipt of a billing invoice from the County, a late payment assessment shall be applied to any outstanding balance due for that invoice. The late payment assessment shall be fixed at the maximum rate allowable under Washington state law.

5.5 The County and City of Auburn shall make payment to Pierce Transit within forty-five (45) days after receipt of an invoice. Should either the County or City of Auburn fail to pay Pierce Transit the amount due within forty-five (45) days of receipt of a billing invoice from the Pierce Transit, a late payment assessment shall be applied to any outstanding balance due for that invoice. The late payment assessment shall be fixed at the maximum rate allowable under Washington state law.

## **6. INDEMNIFICATION AND LEGAL RELATIONS**

6.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.

6.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.

6.3 Each Party shall protect, defend, indemnify and save harmless the other Party, its elected officials, officers, officials, employees and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

6.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

6.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, located in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

6.6 The provisions of this section shall survive any termination of this Agreement.

## **7. INSURANCE REQUIREMENTS**

Each party shall self-insure or procure and maintain for the duration of the Agreement, insurance or self-insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this agreement by the Parties.

**8. CHANGES AND MODIFICATIONS**

This Agreement may be amended or modified only by prior written agreement signed by the Parties hereto. Such amendments and modifications may be executed by the General Manager of the County's Transit Division without additional Council approval, so long as any such amendments are consistent with the intent and purpose of this Agreement.

**9. TERMINATION OF AGREEMENT**

9.1 Either Party may terminate this Agreement, in whole or in part, in writing if the other Party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the other; provided, however, that, insofar as practicable, the Party terminating the Agreement will give not less than 135 calendar days prior to the County's February, June or September service change, by written notice delivered by certified mail, return receipt requested, of intent to terminate.

9.2 In addition to termination under Paragraph 8.1 of this Section, the County or Pierce Transit may terminate this Agreement pursuant to the provisions of Section 2.3 of this Agreement, in whole or in part, provided, that the other parties to this agreement will be given not less than 135 calendar days prior to the County's February, June or September service change, by written notice delivered by certified mail, return receipt requested, of intent to terminate.

9.3 If any Party terminates, the other Parties will pay the County and/or Pierce Transit a pro-rated amount for services performed in accordance with the Agreement to the date of termination.

**10. FORCE MAJEURE**

All Parties shall be excused from performing their obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions; commandeering material, products, or facilities by the federal, state or local government; and/or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event, however, shall this provision eliminate the obligation to make payment to the County for work performed in accordance with this Agreement.

**11. WAIVER OF DEFAULT**

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

**12. ASSIGNMENT**

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that no Party shall assign or transfer in any manner any interest, obligation or benefit of this Agreement without the others' prior written consent.

**13. NO THIRD PARTY BENEFICIARIES**

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

**14. MUTUAL NEGOTIATION AND CONSTRUCTION**

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

**15. ALL TERMS AND CONDITIONS**

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

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

**16. CONTACT PERSONS**

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

	<b>Service Partner</b>	
Contact Name	Joe Welsh	Kelly Hayden
Organization	City of Auburn Public Works	Pierce Transit
Title	Transportation Planner	Director of Service Planning
Address	25 W. Main Street	P.O. Box 99070
	Auburn, WA 98001	Lakewood, WA 98499
Telephone	253-804-5050	253-984-8217
Fax	253-931-3053	253-589-6364
E-Mail	jwelsh@auburnwa.gov	khayden@piercetransit.org

	<b>King County</b>	
Contact Name	Matt Hansen	
Title	Supervisor, Market Development, Metro Transit Division	
Address	YBS-TR-0600	
	400 Yesler Way	
	Seattle, WA 98104	
Telephone	206-263-3598	
Fax	206-684-2058	
E-Mail	matt.hansen@kingcounty.gov	



17. Each Party warrants and represents that its execution of this Agreement has been authorized by its governing body, via King County Ordinance No. 16041 dated March 24, 2008, and via City of Auburn Resolution No. 4418, dated November 17, 2008, and via Pierce Transit Resolution No. 08-035 dated October 13, 2008.
18. **Effective Date.** This Agreement shall take effect when it is signed by all the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the 22<sup>nd</sup> day of December, 2008.

KING COUNTY

By: [Signature]

Title: CM.

Date: 12/22/08

CITY OF AUBURN

By: [Signature]

Title: MAYOR

Date: NOV 17 2008

PIERCE TRANSIT

By: [Signature]

Title: CEO

Date: 12/1/08

**ATTACHMENT A**  
**Direct Financial Partnership Scope of Work**  
**City of Auburn**  
**Pierce Transit**

For the purpose of defining the responsibilities of the three partners, this attachment is divided into two parts:

Part I. Lakeland Hills (Partners are King County, Pierce Transit and the City of Auburn).

Part II. Routes 910 and 919 (Partners are City of Auburn and King County).

The table in the appendix to this attachment depicts the overall cost estimates as a combined partnership.

**I. Lakeland Hills Partnership**

**A. Service Description**

The Lakeland Hills-Auburn Sounder Station route will be a commuter service to be established and operated by Pierce Transit through a funding partnership with the County and City of Auburn. The Lakeland Hills feeder will operate between Lake Tapps Parkway and Auburn Station, with one-way service to the station in the a.m. peak and from the station to Lakeland Hills in the p.m. peak. The intent of the new service on the Lakeland Hills feeder is to provide peak service to connect residential areas to Auburn Station to facilitate transfers to Sounder commuter rail, Sound Transit express bus service, and Metro bus service. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and Service Partners mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization. King County, Pierce Transit and the City of Auburn agree to share in the cost and responsibilities of new Lakeland Hills service.

**1. Start Date for Service**

Service on the route(s) described above shall commence with Pierce Transit's service change of February 9, 2010.

**B. Monetary Contributions**

**1. Monetary and In-Kind Contributions to be Made by Service Partners**

Pierce Transit agrees to provide three 25-foot transit "Bus Plus" vehicles (two active vehicles, one spare vehicle) for the service as described in this attachment. In addition, Pierce Transit agrees to operate the service and dispatch and maintain the vehicles.

The City of Auburn and Pierce Transit agree to contribute a combined total of approximately \$175,307 per year for five years of service on a new Lakeland Hills commuter route as defined in Service Description of this Attachment A, Part I. The actual annual cost the Service Partners agree to pay on an annual basis shall be determined in accordance with Section 5.3 of this Agreement. Rates for per-hour cost will be based on Pierce Transit's fully allocated rate for "blended" (both directly operated and contracted) SHUTTLE service.

2. Monetary Contributions to be Made by County

The County agrees to contribute approximately \$116,871 per year for five years of service on a new Lakeland Hills commuter route as defined in Service Description of this Attachment A, Part I. The actual annual cost the County agrees to pay on an annual basis shall be determined in accordance with Section 5.3 of this Agreement. Rates for per-hour and per-mile cost will be based on Pierce Transit's fully allocated rate for "blended" (both directly operated and contracted) SHUTTLE service.

C. Transit Service Enhancements

1. Service Partners agree to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager and the Chief Executive Officer of Pierce Transit. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, Service Partners will contact King County Metro's Market Development group and Pierce Transit's Policy, Planning and Public Affairs Department to refine the details of these actions to help assure effective and timely implementation. Service Partners remain responsible for the cost and implementation of the following actions or similar activities as mutually agreed by the parties to this agreement:

*City of Auburn*

a. Promotion

Provide promotional materials about shuttles to the Lakeland community.

This would be accomplished through:

- Quarterly neighborhood direct mailings.
- Press releases in local newspapers.
- Advertising on local TV 21.
- Bus maps, timetables, and bike maps.
- Assistance in commute planning provided on the City of Auburn Web site.

b. Parking Management

Assist King County Metro and Pierce Transit in securing additional park-and-ride stalls/locations to support the Lakeland Hills feeder service.

*Pierce Transit*

a. Promotion

Pierce Transit will advertise the new service via its normal marketing channels, and will include the service information in Pierce Transit timetables and on Pierce Transit's Web site.

2. The County agrees to undertake the following supporting actions:

a. Additional Promotion of Service

Work with Service Partners to promote transit use on the affected routes.

**D. Service Cost Estimate**

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service is determined during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Pierce Transit will provide three 25-foot transit "Bus Plus" vehicles. These vehicles will be considered a part of Pierce Transit's financial contribution, resulting in a reduction in Pierce Transit's share of service costs. The cost of the vehicles will be calculated at \$58,436 per year for each of the five years of this agreement.

Approximate total annual hours: 3,848

Estimated fully allocated annual cost (County's + Service Partners' cost): \$292,179

City of Auburn's estimated annual share of fully allocated annual cost:

Forty percent (\$116,871 based on 2008 fully allocated annual cost)

Pierce Transit's estimated annual share of fully allocated cost:

Twenty percent (\$58,436 based on 2008 fully allocated annual cost)

County's estimated annual share of fully allocated cost:

Forty percent (\$116,871 based on 2008 fully allocated annual cost)

The cost of service will be determined by Pierce Transit's fully allocated rate for "blended" (both directly operated and contracted) SHUTTLE services.

### **E. Benchmarks for Evaluating Route Performance**

Both Metro and Pierce Transit have consistent, formal route-performance evaluation processes to identify individual routes that may require modification, expansion or termination. The Lakeland Hills service will be evaluated by both agencies, each using its own adopted standards.

Metro routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

The 2006 benchmarks for the service additions applicable to this Agreement are as follows:

**DART Peak (Applies to Lakeland Hills service)**

Rides per revenue hour: Average – 22.6

Fare revenue/operating expense: n/a

Passenger miles/revenue hour: Average – 54

Passenger miles/platform miles: Average – 3.32

Metro's initial performance review for this Lakeland Hills service will use benchmarks determined using 2009 data.

Pierce Transit routes are grouped according to the characteristics of the neighborhoods being served. The Lakeland Hills service will be expected to meet the standards established by Pierce Transit's Board of Commissioners for Suburban Routes. In 2008 this standard is set at a minimum level of fifteen boarding passengers per revenue vehicle hour.

## **II. Routes 910 and 919**

### **A. Monetary Contributions**

#### **1. Monetary Contributions to be Made by Service Partner**

The City of Auburn agrees to contribute approximately \$100,000 per year for five years of service on Route 910 and Route 919 as defined in the Service Description in Section C of this Attachment A, Part II. The actual annual cost the Service Partner agrees to pay on an annual basis shall be determined in accordance with Section 5.3 of this Agreement.

#### **2. Monetary Contributions to be Made by County**

The County agrees to operate the service as defined in Service Description, in Section C of this Attachment A and Section 2.1 of this Agreement.

## **B. Transit Service Enhancements**

1. The City of Auburn agrees to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, City of Auburn will contact King County Metro's Market Development group to refine the details of these actions to help assure effective and timely implementation. City of Auburn remains responsible for the cost and implementation of the following actions or similar activities as agreed with Market Development staff:

### *City of Auburn*

#### **a. Promotion**

Provide promotional materials about shuttles to the senior community. This would be accomplished through:

- Direct advertising to seniors via the Auburn Senior Center.
- Press releases in local newspapers.
- Advertising on local TV 21.
- Provide bus maps, timetables, and bike maps.
- Assistance in commute planning provided on the City of Auburn Web site.

#### **b. Other Incentives**

- Provide a \$50/month subsidy transit pass for city employees for use of bus, vanpool, and rail.
- Provide covered bicycle lockers for city employees.
- Provide showers and lockers for employees who bicycle, walk, or motorcycle.
- Provide a Guaranteed Ride Home program to city employees.
- Provide five HOV stalls for city employee parking.

2. The County agrees to undertake the following supporting actions:

#### **a. Additional Promotion of Service**

- Work with City of Auburn to promote transit use on the affected routes.

## **C. Service Description**

Routes 910 and 919 will be created through splitting the existing Route 919 and expanding service into two separate components. Route 919 will be modified into a community shuttle connecting 40th Street NE and I Street NE to the YMCA and Supermall area via Auburn Station. Route 910 will assume the southern portion of the existing Route 919 and will connect the Dogwood neighborhood, Auburn Senior Center, and Auburn Station via Auburn Way S. The intent of the enhanced service on Route 919

is to provide service to connect residential areas to major trip generators via Auburn Station. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and City of Auburn mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization.

**1. Start Date for Service**

Service on the route(s) described above shall commence with Metro service change of \_\_\_\_\_, 2010.

**D. Service Cost Estimate**

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service is determined by the County during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Total annual hours: 2,763

Estimated fully allocated annual cost (County's + Service Partner's cost): \$218,055.96

City of Auburn's estimated annual share of fully allocated annual cost:

Forty-five percent (\$100,000 based on 2008 fully allocated annual cost)

**E. Benchmarks for Evaluating Route Performance**

Metro has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

The 2006 benchmarks for the service additions applicable to this Agreement are as follows:

**DART Off-Peak**

Rides per revenue hour: Average - 17.4

Fare revenue/operating expense: n/a

Passenger miles/revenue hour: Average - 53

Passenger miles/platform miles: Average - 3.46

Initial performance review for Routes 910 and 919 will use benchmarks determined using 2010 data.





## EXHIBIT 1.

## Preliminary Cost Estimate

Route	Day	Direction	Time	Station	Distance	Cost	Notes
LH	M-F	north	5:00 a.m. - 8:00 a.m.	Lakeland Hills to Auburn Station	7	\$292,178.64	
LH	M-F	south	4:00 p.m. - 6:30 p.m.	Auburn Station to Lakeland Hills	7	\$292,178.64	
Subtotal							
							King County Metro Transit contribution
							\$116,871.46
							City of Auburn contribution
							\$116,871.46
							Pierce Transit contribution
							\$58,435.73
919	M-Sa	north	6:00 a.m. to 4:30 p.m.	YMCA to 40th St NE	9	\$218,055.96	
919	M-Sa	south	6:30 a.m. to 4:30 p.m.	40th St NE to YMCA	9	\$218,055.96	
Subtotal							
							King County Metro Transit contribution
							\$118,055.96
							City of Auburn contribution
							\$100,000.00
							King County Metro Transit contribution
							\$234,927.42
							City of Auburn contribution
							\$216,871.46
							Pierce Transit contribution
							\$58,435.73

**AMENDMENT No. 2**  
**to the**  
**TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT**  
**between**  
**KING COUNTY**  
**and**  
**THE CITY OF AUBURN, WASHINGTON**

This Amendment No. 2 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 2" or the "Second Amendment") is made by and between King County, a home rule charter county of the State of Washington, by and through its Department of Transportation, Metro Transit Division (hereinafter the "County" or "Metro Transit") and the City of Auburn (the "City"), a Washington municipal corporation (referred to as "Service Partner"), both of which entities may be referred to hereinafter individually as "Party" or collectively as the "Parties."

WHEREAS, on December 22, 2008 the Parties entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides that each service specified in Attachment A to the Agreement will expire five (5) years after the start of service , unless extended pursuant to the terms of the Agreement; and

WHEREAS, Section 4.1 of the Agreement further provides that if, after five (5) years the enhanced transit service described in PART II of Attachment A to the Agreement is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of the Agreement and the additional performance benchmarks specified in Attachment A of the Agreement, and the Service Partner desires to have Metro continue to provide the enhanced transit service beyond the initial period, the Agreement may be extended by the Transit General Manager; and

WHEREAS, the transit service enhancements provided for in Part II of Attachment A in the Agreement were implemented on or about October 2, 2010; and

WHEREAS, on January 7, 2015 the Parties extended the Agreement to provide the enhanced transit service described in Part I of Attachment A (i.e., Lakeland Hills-Auburn Sounder Station route) for an additional thirteen-month period, during which the Parties agreed to evaluate whether or not to extend the Agreement again consistent with the provisions of Section 4.1 of the Agreement; and

WHEREAS, the County and the City of Auburn now desire to extend the Agreement to provide the enhanced transit service described in Part II of Attachment A (i.e., Route 910) for an additional five-year period; and

WHEREAS, Section 8 of the Agreement provides that the Agreement may be amended or modified by written agreement of the Parties, and further provides that such amendments and modifications may be made for the County by Metro's General Manager when such amendments are consistent with the intent and purpose of the Agreement; and

WHEREAS, no other changes are contemplated except as included in Amendment No. 1.

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

1. **Extension of Term of Agreement**

As provided for in Section 4.1, the enhanced transit service described in Part II of Attachment A (Route 910) in the Agreement is extended until September 30, 2020.

2. **No Other Modifications.**


Except as specifically provided for in this Amendment No. 2, all other provisions of the Agreement shall remain unchanged and in full force and effect.

3. **Effective Date.**

This Amendment No. 2 shall be effective upon execution by the Parties.

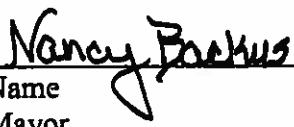

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 to the Agreement as of the date set forth below their signatures.

KING COUNTY

By:   
 Kevin Desmond  
 General Manager, Metro Transit Division  
 Department of Transportation  
 Date: 10/24/15

SERVICE PARTNER

City of Auburn

By:   
 Name  
 Its: Mayor   
 Date: 9.24.15

**AMENDMENT No. 3**  
**to the**  
**TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT**  
**between**  
**KING COUNTY**  
**and**  
**THE CITY OF AUBURN, WASHINGTON**  
**and**  
**PIERCE TRANSIT**

This Amendment No. 3 to the Transit Service Direct Financial Partnership Agreement ("Amendment No. 3" or the "Third Amendment") is made by and between King County, a home rule charter county of the State of Washington, by and through its Department of Transportation, Metro Transit Division (hereinafter the "County" or "Metro Transit") and the City of Auburn (the "City") and the Pierce County Public Transportation Benefit Authority ("Pierce Transit"), both Washington municipal corporations (referred to collectively as "Service Partner," whether one entity or multiple entities), all of which entities may be referred to hereinafter separately as "Party" or together as "Parties."

WHEREAS, on December 22, 2008 the Parties entered into a Transit Service Direct Financial Partnership Agreement (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides that each service specified in Attachment A to the Agreement will expire five (5) years after the start of service, unless extended pursuant to the terms of the Agreement; and

WHEREAS, Section 4.1 of the Agreement further provides that if, after five (5) years the enhanced transit service described in Section 1 of Attachment A to the Agreement is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of the Agreement and the additional performance benchmarks specified in Attachment A of the Agreement, and the Parties desire to have Pierce Transit continue to provide the enhanced transit service beyond the initial period, the Agreement may be extended by the Parties; and

WHEREAS, the transit service enhancements provided for in Part I of Attachment A in the Agreement were implemented on or about February 9, 2010; and

WHEREAS, in December 2014 the Parties extended the Agreement to provide the enhanced transit service described in Part I of Attachment A (i.e., Lakeland Hills-Auburn Sounder Station route) until March 12, 2016, during which the Parties agreed to evaluate whether or not to extend the Agreement again consistent with the provisions of Section 4.1 of the Agreement; and

WHEREAS, Section 8 of the Agreement provides that the Agreement may be amended or modified by written agreement of the Parties, and further provides that such amendments and

modifications may be made for the County by Metro's General Manager when such amendments are consistent with the intent and purpose of the Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

**1. Extension of Term of Agreement**

As provided for in Section 4.1, the enhanced transit service described in Part I of Attachment A (Lakeland Hills Service) in the Agreement is extended until February 9, 2020.

**2. Lakeland Hills Service Cost**

**Operating Cost:**

The operating cost for the Lakeland Hills service (Rt. 497) beginning in 2016 will be based on Pierce Transit's hourly rate of \$99.78. The Parties agree that the operating hourly rate may be adjusted each year to reflect changes to Pierce Transit's service operation costs, however it is agreed that the operating hourly rate for this Agreement shall not increase by more than three percent (3%) each year.

**Capital Cost:**

In addition to the operating costs, the Parties agree to pay for Pierce Transit's capital costs associated with the Lakeland Hills service. The total capital cost for this service is \$71,155 per year and is fixed for the term of this extension period.

**Monetary Contributions:**

The Parties agree that beginning January 1, 2016 and through the term of this extension, the costs for providing seven weekday AM northbound and seven weekday PM southbound trips on the Lakeland Hills service (Route 497) will be divided equally between the three parties, King County, City of Auburn and Pierce Transit.

The total Service costs for 2016 are estimated below. The Parties will each be responsible for one-third (1/3) of the total costs.

<b>2016</b>	<b>Operating Cost</b> (\$99.78/hr x 3,811 annual hrs.)	<b>Capital Cost</b>	<b>TOTAL COST</b>
AUBURN	\$ 126,754	\$ 23,718	\$ 150,472
KING COUNTY	\$ 126,754	\$ 23,718	\$ 150,472
PIERCE TRANSIT	\$ 126,754	\$ 23,718	\$ 150,472
<b>ANNUAL TOTAL:</b>	<b>\$ 380,261</b>	<b>\$ 71,155</b>	<b>\$ 451,416</b>

Additionally, Pierce Transit intends to provide an eighth weekday AM northbound and an eighth weekday PM southbound trip on Route 497. These trips will be funded separately by Pierce Transit and are not included as part of this Amendment No. 3 to the Agreement.

**3. No Other Modifications.**

Except as specifically provided for in this Amendment No. 3, all other provisions of the Agreement shall remain unchanged and in full force and effect.

**4. Effective Date.**

This Amendment No. 3 shall be effective upon execution by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 3 to the Agreement as of the date set forth below their signatures.

**KING COUNTY**

**CITY OF AUBURN**

By: \_\_\_\_\_  
 Kevin Desmond  
 General Manager, Metro Transit Division  
 Department of Transportation

By: \_\_\_\_\_  
 Nancy Backus  
 Mayor  
 City of Auburn

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PIERCE TRANSIT**

By: \_\_\_\_\_  
 Sue Dreier  
 Chief Executive Officer  
 Pierce Transit

Date: \_\_\_\_\_