



Revised 09/09/16

**PIERCE TRANSIT BOARD MEETING**  
**Training Center, Rainier Room**  
**3720 96<sup>th</sup> Street SW, Lakewood, WA**  
**September 12, 2016, 4:00 PM**

**AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**PRESENTATIONS**

- Operator of the Month ~ Doug Brown  
Scott Gaines  
Transit Operator Assistant Manager
- July Employee of the Month ~ Chris Barry  
Jo Ann Artis, Transportation Manager,  
Service Support
- August Employee of the Month ~ Sharon  
Stockwell  
Mark Eldridge, Senior Program  
Administrator
- ngORCA (Next Generation ORCA)  
Brittany Esdaile  
ngORCA Program Manager  
&  
Cheryl Huston  
ORCA Regional Administrator

**PUBLIC HEARING**

*(Citizens wishing to provide comment on the public hearing(s) will be given three minutes and will be called upon to*

Kevin Zinski  
Fleet Manager

1. Surplus of Vehicles

**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.)*

**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, September 1, 2016

2. Minutes: Regular Board Meeting of August 8, 2016
3. Second Quarter Sole Source/100K Report
4. FS 16-057, Authority to Execute a Sole Source 3-Year Agreement for Server and Desktop Patch Management with Infront Consulting Group
5. FS 16-058, A Resolution Declaring Surplus Forty-One (41) Ford E350 Vans, Twenty-Seven (27) Ford E450 Shuttle Vans, Nineteen (19) Chevrolet Express 3500 Vans, Four (4) Chevrolet C1500XC Pickup Trucks, Three (3) Chevrolet P30 Vans, Two (2) Chevrolet C2500 Pickup Trucks, Two (2) Chevrolet P31442 Vans, One (1) Ford F150 Pickup Truck, and One (1) Chevrolet S-10 Pickup Truck and Authorization For Sale or Donation Thereof
6. FS 16-059, A Resolution Amending Section 3.72.130 Vanpool Services – Defined – Fares of the Pierce Transit Code, Increasing Vanshare’s Daily Maximum Miles and Other Minor Housekeeping Amendments

### **ACTION AGENDA**

1. FS 16-060, Approve Resolution Adopting the 2016-2021 Transit Development Plan Darin Stavish  
Principal Planner
2. FS 16-061, A Resolution Donating a Surplus Vehicles to Goodwill of the Olympics and Rainier Region Pursuant to the Pierce Transit Care-a-van Program Tim Renfro  
ADA Eligibility Administrator
3. FS 16-062, A Resolution Donating a Surplus Vehicles to The Rescue Mission Pursuant to the Pierce Transit Care-a-van Program Tim Renfro  
ADA Eligibility Administrator

### **STAFF UPDATES/DISCUSSION**

- Overview of Passenger Restraint System (ADA) Kevin Zinski, Fleet Manager
- Capital Projects Report Heidi Soule, PMO Manager
- Comprehensive Service Analysis Peter Stackpole  
Service Planning Assistant Manager

### **INFORMATIONAL BOARD ITEMS**

- Chair Report Chair Keel
- Sound Transit Update Commissioners Strickland or McCarthy
- Commissioners’ Comments

### **EXECUTIVE SESSION**

Evaluate the performance of a public employee, pursuant to RCW 42.30.110 (g).

### **ADJOURNMENT**



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

Date: September 1, 2016

Notice is hereby given that a public hearing will be held by Pierce Transit as part of the Board of Commissioners meeting on September 12, 2016. The meeting begins at 4:00 p.m. and is held in the Pierce Transit Training Center, Rainier Conference Room, 3720 96<sup>th</sup> Street S.W., Lakewood, Washington. The purpose of the hearing is to allow public comment on the proposal to declare the following property surplus and to dispose of said property by public sale: forty-one (41) Ford E350 vans; twenty-seven (27) Ford E450 Shuttle vans; nineteen (19) Chevrolet Express 3500 vans; four (4) Chevrolet C1500XC pickup trucks; three (3) Chevrolet P30 vans; two (2) Chevrolet C2500 pickup trucks; two (2) Chevrolet P31442 vans; one (1) Ford F150 pickup truck; and one (1) Chevrolet S-10 pickup truck.

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 253-581-8000.

Specialized transportation for disabled persons to and from the hearing can be obtained by calling SHUTTLE at 253-581-8000, option 2, from one to five days in advance of the hearing. An interpreter for the hearing impaired will be provided upon request with a minimum notice of five days.

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Deanne Jacobson, CMC  
Clerk of the Board

**PIERCE TRANSIT  
BOARD OF COMMISSIONERS  
MINUTES**

**August 8, 2016**

**CALL TO ORDER**

Chair Keel called the meeting to order at 4:03 pm.

Commissioners present:

Rick Talbert, Pierce County Councilmember  
Kent Keel, Chair of the Board, City of University Place Mayor Pro Tem  
Don Anderson, City of Lakewood Mayor  
Daryl Eidinger, City of Edgewood Mayor (*representing Fife/Milton/Edgewood*)  
Heather Shadko, City of Puyallup Councilmember  
Ryan Mello, City of Tacoma Councilmember  
Marilyn Strickland, Mayor of the City of Tacoma  
Nancy Henderson, Vice Chair of the Board, Town of Steilacoom Councilmember  
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)  
Pat McCarthy, Pierce County Executive

Staff present:

Sue Dreier, Chief Executive Officer  
Dana Henderson, General Counsel  
Deanne Jacobson, Assistant to the CEO/Clerk of the Board  
Kristol Bias, Records Coordinator/Deputy Clerk of the Board

**PRESENTATIONS**

**July Operator of the Month ~ Mo Joseph**

Trish Macomber, Transit Operator Assistant Manager, honored Mo Joseph for being selected July 2016 Operator of the Month. Ms. Macomber recognized Mr. Joseph for providing exemplary customer service since being hired in 1998. Ms. Macomber read one group passenger compliment that Mr. Joseph received and the Board extended their appreciation to Mr. Joseph for his service.

**June Employee of the Month ~ Ashley Smith, Project Controls Coordinator**

Wayne Fanshier, Executive Director of Finance/Chief Financial Officer, honored Ashley Smith for being selected June 2016 Employee of the Month. Mr. Fanshier recognized Ms. Smith for her consistent participation and leadership within the agency. (*Pat McCarthy arrived at 4:09 pm.*) Ms. Smith extended her appreciation for the many opportunities the agency has provided.

## **PUBLIC HEARING**

### **2016-2021 Proposed Transit Development Plan**

Darin Stavish, Principal Planner, formally introduced the 2016-2021 Transit Development Plan. Mr. Stavish spoke on the importance of producing an annual Transit Development Plan, information included in the Transit Development Plan, 2015 agency highlights, next steps and milestones. The 2016-2021 Transit Development Plan will be finalized by September 9, 2016 and adoption is scheduled for the September 12, 2016 Board of Commissioners meeting.

Commissioner Henderson commended agency staff on the great work that went into creating the document and requested more information regarding organizational changes in comparing 2015 to 2016 and interpretation of percentages from the Employment Engagement Survey.

Chair Keel provided instructions for the public hearing to citizens.

At 4:18 pm, the public hearing was opened and the following individuals commented:

Robert Hill, Tacoma, suggested fare and efficiency improvements, additional bus stops and bus routes and funding to stem from fuel tax versus sales tax.

Cinderella Helga, Lakewood, suggested the agency implement a senior and disabled Summer seasonal pass, time limitations for personal patron calls while on the bus and less stringent rules on having to provide proof of being disabled while attempting to get a bus pass.

Tammy Cox, Tacoma, advised attendees that Saar's Market Place in Lakewood will be closing at the end of August 2016 and suggested the agency look into working with another vendor in the area.

At 4:28 pm, the public hearing was closed.

### **Surplus of Real Property Located at 415 East 25<sup>th</sup> Street, Tacoma WA (Parcel NO. 2075210034)**

Janine Robinson, Senior Planner, provided an overview of the property, noting it has been used as storage in the past. She explained that in order to sell this property it would need to be declared surplus. A short discussion ensued on the vision for the property once it is taken over by the purchaser.

Chair Keel provided instructions for the public hearing to citizens.

At 4:31 pm, the public hearing was opened and the following individual commented:

Cinderella Helga, Lakewood, inquired as to where the agency places its funds once a sale is made.

Chair Keel advised Ms. Helga a staff member would get clarification and relay the information to her.

At 4:32 pm, the public hearing was closed.

## **PUBLIC COMMENT**

Chair Keel provided direction for public comment and the following individual(s) spoke:

Robert Hill, Tacoma, advised attendees that human services agencies pay full price for all day passes Pierce Transit provides to them. Mr. Hill noted King County and other agencies are able to provide discounts and suggested Pierce Transit implement a discount as well. Mr. Hill also suggested that Pierce Transit implement patrons being able to buy the same all day passes that are provided to human services agencies at the Tacoma Dome Station.

Cinderella Helga, Lakewood, noted her experience with the Route 48 bus and suggested it have additional service times. Ms. Helga also noted the card reader machines on buses ask patrons to tap their ORCA card repeatedly and asked the Agency to consider an alternative to the all-day pass.

Tammy Cox, Tacoma, noted bus stops being moved in her area, asked the agency to eliminate the two hour Shuttle window and reported that patrons are leaving their strollers, service animals and groceries in the bus isles.

Walt Hurd, Tacoma, noted his experience with the Route 594 bus having late or no connections. Mr. Hurd also noted a pleasant experience he had on the bus where the driver demonstrated great safety judgement.

## **CONSENT AGENDA**

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

Commissioners Anderson and Strickland **moved** and seconded to approve the consent agenda as presented.

Motion **carried**, 9-0.

1. Approval of Vouchers, August 1, 2016  
Operating Fund #10  
Self-Insurance Fund #40  
Capital Fund #90  
Voucher CK Nos. 350653 through 351131  
Advance Travel Checks 1121 through 1123  
Wire Nos. 1740 through 1760  
Total \$7,799,572.39
2. Minutes: Regular Board Meeting of July 11, 2016
3. FS 16-051, Approved Resolution No. 16-028, declaring the property located at 415 East 25<sup>th</sup> Street, Tacoma, WA, as surplus property and authorizing sale thereof

4. FS 16-052, Approved Resolution No. 16-029, authorizing the Chief Executive Officer to enter into and execute the 2016 System Access Agreement (SAA) with the Combined Communications Network (CCN)
5. FS 16-053, Approved Resolution No. 16-030, amending Section 7 of the Personnel Manual as reflected in Exhibit A and authorize the Chief Executive Officer to subsidize employee vanpool participation in an amount up to and including waiving the entire vanpool fare

### **ACTION AGENDA**

None.

### **INFORMATIONAL BOARD ITEMS**

#### **Chair Report**

With Pierce Transit entering a new positive era, Chair Keel encouraged the Board to think of the overall possibilities around strategic planning. With being better informed as a whole, the Board can more efficiently inform the public.

#### **Sound Transit Update**

Commissioner Strickland reported that the ST3 election will be held in approximately 12 weeks. The South Sound area will receive more service if the ballot measure passes.

#### **Commissioners' Comments**

Commissioner Anderson noted his excitement for the Route 51 extension on the Pierce Transit System Map as it is a commonly used area.

Commissioner Henderson extended her appreciation to agency staff for providing the Tacoma News Tribune articles, noted her excitement with the future purchase of electric buses and extended her appreciation to staff for providing free bus rides to the military on special event occasions. Commissioner Henderson asked for military ridership data to which staff stated they would provide the data as soon as it is made available.

### **STAFF UPDATES/DISCUSSIONS**

#### **Service Restoration**

Peter Stackpole, Service Planning Assistant Manager reported on the agency service change effective September 11, 2016 that included increased frequencies and expanded routes for restoring approximately 15,000 hours of fixed-route service (*Rick Talbert left the room at 4:55 pm*). Mr. Stackpole noted that the March 2017 service change will include approximately 34,000 hours of service restoration (*Talbert re-entered the room at 4:57 pm*).

Commissioner McCarthy spoke on seeing the fruits of better service over years of labor and commended Pierce Transit for stepping up in creative and innovative ways.

## **Tacoma Trolley**

Tina Lee, Community Development Administrator, reported on a seasonal trolley service that will travel from downtown Tacoma to Point Defiance. Ms. Lee noted partners in the project, project benefits, proposed service description, proposed route map, challenges and next steps. Service is planned to begin in summer 2017.

A discussion ensued regarding excitement with the project, possibility of weekend service and benefits/convenience to the agency and public.

## **CEO's Report**

Sue Dreier, Chief Executive Officer, reported on the following items:

Pierce Transit is once again partnering with the Joint Base Lewis-McChord (JBLM) airshow. Getting on the bus will allow people to avoid driving in heavy traffic and guaranteed entrance through the back gate.

Comprehensive Network Analysis outreach events are currently going on to gain public input.

Appreciation was extended to agency staff who worked to get the Low or No Emission Vehicle Deployment Program (LoNo) grant submitted as Pierce Transit was awarded \$2.55 million to purchase electric buses and related infrastructure.

## **Update on Property Located at 415 East 25<sup>th</sup> Street, Tacoma, WA**

Janine Robinson, Senior Planner, gave an overview of the proposed transit oriented development project for this site and briefly discussed the preliminary vision of the project. She also discussed DMG Capital Group's experience and completed project history.

## **EXECUTIVE SESSION**

At 5:21 pm, the regular meeting was recessed into Executive Session for approximately 10 minutes to consider the minimum price at which real estate will be offered for sale, pursuant to RCW 42.30.110 (c). It was noted that formal action would occur in open session following the executive session.

At 5:32 pm, Chair Keel extended the executive session five minutes. The extension was announced to attendees.

## **RECONVENE**

At 5:37 pm, the regular meeting was reconvened.

## **OTHER BUSINESS**

1. FS 16-054, Authority for Pierce Transit to Enter into Negotiations with DMG Capital Group to Sale the Property Located at 415 East 25<sup>th</sup> Street, Tacoma, WA

Commissioners Talbert and Strickland **moved** and seconded to authorize Pierce Transit to enter into negotiations with DMG Capital Group for a purchase and sale agreement in line with the amount discussed in executive session.

Motion **carried**, 9-0.

## **EXECUTIVE SESSION**

At 5:40 pm, the regular meeting was recessed into Executive Session for approximately 20 minutes to evaluate the performance of a public employee, pursuant to RCW 42.30.110 (g). It was noted that formal action is anticipated to follow in open session following the Executive Session. (*Commissioner Strickland left the meeting during Executive Session.*)

At 6:00 pm, the executive session was extended 15 minutes. The announcement was made to the attendees.

## **RECONVENE**

At 6:15 pm, the regular meeting was reconvened.

## **OTHER BUSINESS**

Commissioners Talbert and Anderson **moved** and seconded that the Board instruct the Chair to enter into compensation negotiations with the CEO.

Motion **carried**, 8-0. (*Commissioner Strickland left the meeting and did not participate in the vote.*)

## **ADJOURNMENT**

Commissioners Talbert and Anderson **moved** and seconded to adjourn the meeting at 6:17 pm.

Motion **carried**, 8-0.

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Deanne Jacobson  
Assistant to the CEO/ Clerk of the Board

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Kent Keel, Chair  
Board of Commissioners

## Sole Source and Contracts over \$100K - Second Quarter 2016

Change Orders & Amendments - Sole Source Over \$10,000				
Name	Description/Project	Explanation	Amount	Eff. Date
None				
Contracts/Proprietary - Sole Source Over \$10,000				
Name	Description/Project	Explanation	Amount	Eff. Date
Infocyte, Inc.	Network/Server/Computer Scan	Deep scanning software for dormant and active malware on Pierce Transit's network	\$23,303	6/30/2016
Other - Sole Source Over \$10,000				
Name	Description/Project	Explanation	Amount	Eff. Date
Grundfos CBS Inc.	Commerce Street Fountain	OEM parts and factory trained installation support for 25-year-old fountain.	\$19,000	5/10/2016
Clarity Consulting	Pierce Transit's Call Center	Support and maintenance	\$25,000	4/29/2016
High Line	Remote Familiarization Training	Proprietary software for ePersonality/HR payroll system	\$18,000	4/7/2016
Franklin Covey	Software Subscription	Licenses for access to software, facilitator resources, and member-only pricing	\$20,000	4/6/2016
Contracts over \$100,000 and below \$200,000 awarded from 4/1/16 -6/30/16				
Name	Description/Project	Explanation	Amount	Eff. Date
Tacoma Rubber Stamp	System Refresh	Bus shelter decals and bus stops signs	\$137,756	6/16/2016

**Change Orders & Amendments:** Master Agreements sometimes have change orders and amendments. This could be due to 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. Change orders and amendments most often happen with constructions contracts.

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

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



## FACT SHEET

TITLE: Authority to Execute a Sole Source 3-Year Agreement for Server and Desktop Patch Management with Infront Consulting Group

DIVISION: Administration

ORIGINATOR: Keith Messner, Chief Technology Manager

PRECEDING ACTION: Resolution No. 15-071, Adoption of the 2016 Budget

COORDINATING DEPARTMENT: Information Technology

APPROVED FOR SUBMITTAL:

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

APPROVED FOR AGENDA:

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

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

ATTACHMENTS:

N/A

### BUDGET INFORMATION

2016 Budget Amount	Required Expenditure	Impact
\$64,864	(2016) \$64,864 (includes tax)	\$64,864
	(2017-2019) \$583,770 (includes tax)	

Explanation: This Fact Sheet requests authority to enter into a 3-Year Sole Source agreement with Infront Consulting Group. Their service provides an automated patching service for servers and desktops. Infront's service provides administration of the Microsoft System Center Configuration Manager which is used to automatically manage the patching process using Infront's Beekeeper Software. The funds will come from the Information Technology Department M&O budget. Cost is \$64,864 in 2016. Funds for the remaining term will be budgeted in future year budgets at the rate of \$194,590 per year (2017-2019). The total 3-year value of the agreement is \$583,770. All costs include tax.

### BACKGROUND:

Pierce Transit hired the IT consulting firm Elert & Associates at the end of 2015 to conduct an evaluation of the structure, functionality and effectiveness of the Information Technology Department's ability to effectively support the needs of the Agency. The consultants identified network server and desktop patch management as an area the IT Department did not have the staffing to adequately manage effectively. Patching these devices is a critical function in maintaining system full functionality and addressing the increasing number of network security updates required to counteract an ever-adapting threat environment – a manual activity that consumes a significant amount of time from the IT Infrastructure Staff. The consultants recommended this function be outsourced – this

would provide effective patch management services without increasing the IT staffing levels and allow current staff to focus their support in other areas to better meet IT support requirements.

Infront’s patching service is called iMSfC-PatchSvc, and the service provides:

Service management onboarding	Transition service management from the existing patch service management team to iMSfC-PatchSvc management.
Administrative task management	Scheduled task execution and management related to patching, maintenance, configuration, event resolution, and operations of the identified services.
Incident management	Management of incidents as described in this agreement. Severity B and C incidents will be handled by iMSfC-PatchSvc team. Severities 1 and A will continue to be managed as part of your Microsoft Premier agreement with support from the iMSfC team or through an additional support agreement with Infront Consulting.
Service request (SR) management	Management of requests from the customer’s help desk.
Incident assistance	Assistance with incident management, related to the identified service, that is beyond the Infront Consulting incident management scope.
Service Management reporting	Reporting associated with the iMSfC-PatchSvc management model.
Service management off-boarding	Transition of service management from iMSfC-PatchSvc to customer IT team at end of this agreement.

Pricing of this agreement has been determined by the number of servers and desktops to be patched. During the transition phase, iMSfC-PatchSvc team will shadow the IT team to understand the existing Service Desk ticketing and triage process so they can effectively take over once the service is configured.

Infront Consulting Group is the only provider of this type of automated service.

**ALTERNATIVES:**

The alternative would be to not use an automated patch management service. This would require us to release an RFP to find a vendor to manually manage patch management for our servers and desktops. This would be much costlier to the Agency as we would be paying on a manpower/effort based rate – which could easily exceed the cost of hiring the FTEs needed to accomplish the task in-house.

**RECOMMENDATION:**

Authorize the Chief Executive Officer to enter into and execute a Sole Source 3-Year Agreement with Infront Consulting Group for Server and Desktop Patch Management services.

## FACT SHEET

TITLE: A Resolution Declaring Surplus Forty-One (41) Ford E350 Vans, Twenty-Seven (27) Ford E450 Shuttle Vans, Nineteen (19) Chevrolet Express 3500 Vans, Four (4) Chevrolet C1500XC Pickup Trucks, Three (3) Chevrolet P30 Vans, Two (2) Chevrolet C2500 Pickup Trucks, Two (2) Chevrolet P31442 Vans, One (1) Ford F150 Pickup Truck, and One (1) Chevrolet S-10 Pickup Truck and Authorization For Sale or Donation Thereof

DIVISION: Maintenance

ORIGINATOR: Kevin Zinski, 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 Surplus 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 forty-one (41) Ford E350 vans, twenty-seven (27) Ford E450 Shuttle vans, nineteen (19) Chevrolet Express 3500 vans, four (4) Chevrolet C1500XC pickup trucks, three (3) Chevrolet P30 vans, two (2) Chevrolet C2500 pickup trucks, two (2) Chevrolet P31442 vans, one (1) Ford F150 pickup truck, and one (1) Chevrolet S-10 pickup truck as surplus and authorize the sale or donation thereof.

Staff has verified that these vehicles exceed their useful life requirements for use in transit, 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

Pierce Transit complied with the provisions of RCW 39.34.020, Disposal of Surplus Property. Notice of public hearing was published in the Tacoma News Tribune and Tacoma Daily Index on August 31, 2016 and posted on the Agency's website. Prior to the vehicles being declared surplus, a public hearing will be held as part of the Board of Commissioners regular meeting on September 12, 2016

ALTERNATIVES:

Do not declare surplus and not authorize the sale or donation of forty-one (41) Ford E350 vans, twenty-seven (27) Ford E450 Shuttle vans, nineteen (19) Chevrolet Express 3500 vans, four (4) Chevrolet C1500XC pickup trucks, three (3) Chevrolet P30 vans, two (2) Chevrolet C2500 pickup trucks, two (2) Chevrolet P31442 vans, one (1) Ford F150 pickup truck, and one (1) Chevrolet S-10 pickup truck which are beyond their useful life for transit purposes.

RECOMMENDATION:

Approve Resolution No. 16-031 declaring forty-one (41) Ford E350 vans, twenty-seven (27) Ford E450 Shuttle vans, nineteen (19) Chevrolet Express 3500 vans, four (4) Chevrolet C1500XC pickup trucks, three (3) Chevrolet P30 vans, two (2) Chevrolet C2500 pickup trucks, two (2) Chevrolet P31442 vans, one (1) Ford F150 pickup truck, and one (1) Chevrolet S-10 pickup truck as surplus and authorize the sale or donation thereof.

**RESOLUTION NO. 16-031**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Declaring Surplus Forty-One (41) Ford E350  
2 Vans, Twenty-Seven (27) Ford E450 Shuttle Vans, Nineteen (19) Chevrolet Express 3500 Vans, Four (4)  
3 Chevrolet C1500XC Pickup Trucks, Three (3) Chevrolet P30 Vans, Two (2) Chevrolet C2500 Pickup Trucks, Two  
4 (2) Chevrolet P31442 Vans, One (1) Ford F150 Pickup Truck, And One (1) Chevrolet S-10 Pickup Truck and  
5 Authorization for Sale or Donation Thereof  
6

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

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

11 WHEREAS, Pierce Transit has forty-one (41) Ford E350 vans, twenty-seven (27) Ford E450 Shuttle  
12 vans, nineteen (19) Chevrolet Express 3500 vans, four (4) Chevrolet C1500XC pickup trucks, three (3)  
13 Chevrolet P30 vans, two (2) Chevrolet C2500 pickup trucks, two (2) Chevrolet P31442 vans, one (1) Ford F150  
14 pickup truck, and one (1) Chevrolet S-10 pickup truck (Exhibit A) that need to be declared surplus; and

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

17 WHEREAS, the Ford E450 vans are of an age and condition where it is no longer economical to  
18 maintain and have been replaced; and

19 WHEREAS, the Chevrolet Express 3500 vans are of an age and condition where it is no longer  
20 economical to maintain and have been replaced; and

21 WHEREAS, the Chevrolet C1500XC pickup trucks are of an age and condition where it is no longer  
22 economical to maintain and have been replaced; and

23 WHEREAS, the Chevrolet P30 vans are of an age and condition where it is no longer economical to  
24 maintain and have been replaced; and

25 WHEREAS, the Chevrolet C2500pickup trucks are of an age and condition where it is no longer  
26 economical to maintain and have been replaced; and

27 WHEREAS, the Chevrolet P31442 vans are of an age and condition where it is no longer economical  
28 to maintain and have been replaced; and

29 WHEREAS, the Ford F150 pickup truck is of an age and condition where it is no longer economical to  
30 maintain and has been replaced; and

31 WHEREAS, the Chevrolet S-10 pickup truck is of an age and condition where it is no longer  
32 economical to maintain and has been replaced; and



Pierce Transit Equipment to be Surplused

EXHIBIT A

9/12/16

Vehicle #	Year	Make	Model	VIN #	Lic#	LTD Miles	Funding Source
660	2003	CHEVROLET	S-10 PICK UP	1GCCS19X938244653	69568C	90,806	Local
662	2003	CHEVROLET	C2500	1GCHC24U73E317705	69562C	218,916	Local
663	2003	CHEVROLET	C2500	1GCHC24U63E318949	69563C	128,317	Local
682	1998	CHEVROLET	P30	1GBJP32R2W3314953	48615C	176,593	F - WA90X210, Local
683	1998	CHEVROLET	P30	1GBJP32R9W3314898	48614C	160,802	F - WA90X210, Local
684	1999	CHEVROLET	P30	5B4KP32R1X3311663	53539C	178,875	F - WA90X210, Local
2002	2004	CHEVROLET	C1500 XC	1GCEC19VX4E380295	71919C	171,131	Local
2003	2004	CHEVROLET	C1500 XC	1GCEC19V04E384095	71922C	143,630	Local
2005	2004	CHEVROLET	C1500 XC	1GCEC19V94E380028	71920C	137,708	Local
2006	2005	CHEVROLET	C1500 XC	1GCEC19V25E277695	74083C	208,920	F - WA90X281, Local
2007	2005	CHEVROLET	P31442	5B4KP42U053408120	75387C	114,027	Local
2008	2005	CHEVROLET	P31442	5B4KP42U253408121	75386C	155,214	Local
2009	2005	Chevrolet	Express	1GCGG25V851221695	74100C	190,846	F - WA90X281, Local
2022	2008	Ford	F150	1FTVX12568KE41471	85115C	131,478	Local
4658	2003	Ford	E350	1FTNE24L63HB42706	69572C	152,197	Local
5059	2005	FORD	E450	1FDXE45S75HA04617	RS05405	238,801	F - WA90X246, F - WA90X210, Local
5061	2005	FORD	E450	1FDXE45S05HA04619	RS05622	238,609	Local
5062	2005	FORD	E450	1FDXE45S75HA04620	RS05623	245,786	Local
5063	2005	FORD	E450	1FDXE45S95HA04621	RS05624	234,406	Local
5076	2007	FORD	E450	1FDXE45S36DB03671	RS08013	297,180	F - WA90X210, Local
5077	2007	FORD	E450	1FDXE45S86DB13421	RS08014	277,888	F - WA90X210, Local
5079	2007	FORD	E450	1FDXE45S16DB13423	RS06621	231,321	F - WA90X210, Local
5080	2007	FORD	E450	1FDXE45S36DB13424	RS06622	224,463	F - WA90X210, Local
5081	2007	FORD	E450	1FDXE45S56DB13425	RS06623	223,096	Local
5082	2007	FORD	E450	1FDXE45S76DB13426	RS06624	232,664	Local
5083	2007	FORD	E450	1FDXE45S96DB13427	RS06625	242,228	Local
5084	2007	FORD	E450	1FDXE45S06DB13428	RS06626	233,476	Local
5085	2007	FORD	E450	1FDXE45S26DB13429	RS06627	213,238	Local
5086	2007	FORD	E450	1FDXE45S47DB13496	RS07172	221,729	F - WA90X388, Local
5088	2007	FORD	E450	1FDXE45S87DB13498	RS07185	218,338	F - WA90X388, Local
5089	2007	FORD	E450	1FDXE45SX7DB13499	RS07184	217,551	F - WA90X388, Local
5090	2007	FORD	E450	1FDXE45S27DB13500	RS07171	209,799	F - WA90X388, Local
5091	2007	FORD	E450	1FDXE45S47DB13501	RS07183	197,384	F - WA90X388, Local
5092	2007	FORD	E450	1FDXE45S67DB13502	RS07182	197,969	F - WA90X388, Local
5093	2007	FORD	E450	1FDXE45S87DB13503	RS07170	197,702	F - WA90X388, Local
5094	2007	FORD	E450	1FDXE45SX7DB13504	RS07169	216,785	F - WA90X388, Local
5095	2007	FORD	E450	1FDXE45S17DB13505	RS07161	217,142	F - WA90X388, Local
5096	2007	FORD	E450	1FDXE45S37DB13506	RS08592	202,957	F - WA90X388, Local

## EXHIBIT A

9/12/16

5097	2007	FORD	E450	1FDXE45S57DB13507	RS07181	225,037	F - WA90X388, Local
5098	2007	FORD	E450	1FDXE45S77DB13508	RS07167	224,519	F - WA90X388, Local
5099	2007	FORD	E450	1FDXE45S77DA58946	RS07180	216,114	F - WA90X388, Local
5100	2007	FORD	E450	1FDXE45SX7DB26382	RS07179	220,047	F - WA90X388, Local
7017	2005	FORD	E350XL	1FBNE31L85HA87760	RS05352	135,090	Local
7022	2005	FORD	E350XL	1FBNE31L75HA87765	RS05347	138,715	Local
7026	2005	FORD	E350XL	1FBNE31L45HA87769	RS05343	138,381	Local
7030	2005	FORD	E350XL	1FBNE31L65HA87773	RS05380	137,702	Local
7042	2005	FORD	E350XL	1FBNE31L25HA87785	RS05368	138,872	F - WA90-0264, Local
7050	2005	FORD	E350XL	1FBNE31L95HB07983	RS05419	139,808	F - WA90X210, F - WA03-0160, Local
7051	2005	FORD	E350XL	1FBSS31L65HB07984	RS05420	140,143	F - WA90-0264, Local
7052	2005	FORD	E350XL	1FBSS31L85HB07985	RS05421	170,162	F - WA90-0264, Local
7055	2005	FORD	E350XL	1FBSS31L35HB07988	RS05424	139,139	F - WA90-0264, Local
7059	2005	FORD	E350XL	1FBSS31L55HB07992	RS05429	143,711	Local
7060	2005	FORD	E350XL	1FBSS31L75HB07993	RS05428	138,994	Local
7061	2005	FORD	E350XL	1FBSS31L95HB07994	RS05453	139,472	Local
7064	2005	CHEVROLET	3500	1GAHG39U251218960	RS05656	140,171	Local
7068	2005	CHEVROLET	3500	1GAHG39U051217371	RS05652	156,843	Local
7071	2005	CHEVROLET	3500	1GAHG39U551217236	RS05721	138,890	Local
7072	2005	CHEVROLET	3500	1GAHG39U251217436	RS05722	139,505	Local
7073	2005	CHEVROLET	3500	1GAHG39U751217528	RS05723	138,881	Local
7078	2006	FORD	E350	1FBNE31L86HA09271	RS05737	144,515	WSDOT
7079	2006	FORD	E350	1FBNE31LX6HA09272	RS05738	168,638	WSDOT
7080	2006	FORD	E350	1FBNE31L16HA09273	RS05739	121,336	WSDOT
7085	2006	FORD	E350	1FBNE31L06HA09278	RS05744	152,028	WSDOT
7090	2006	FORD	E350	1FBNE31L46HA09283	RS05729	148,808	Local
7092	2006	FORD	E350	1FBNE31L86HA09285	RS05731	151,327	Local
7093	2006	FORD	E350	1FBNE31LX6HA09286	RS05732	142,670	Local
7100	2006	FORD	E350	1FBNE31L76HA09293	RS05750	140,324	F - WA90X223, Local
7102	2006	FORD	E350	1FBNE31L06HA09295	RS05752	141,839	F - WA90X223, Local
7104	2006	FORD	E350	1FBNE31L46HA09297	RS05754	141,066	Local
7111	2006	FORD	E350	1FBNE31L86HA09304	RS05761	139,278	Local
7119	2006	FORD	E350	1FBSS31L36DA24697	RS06020	145,613	F - WA90X374, Local
7120	2006	FORD	E350	1FBSS31L56DA24698	RS06021	139,607	F - WA90X374, Local
7122	2006	FORD	E350	1FBSS31LX6DA24700	RS06023	139,880	F - WA90X374, Local
7125	2006	FORD	E350	1FBSS31L56DA24703	RS06026	148,985	F - WA90X374, Local
7127	2006	FORD	E350	1FBSS31L96DA24705	RS06028	139,570	F - WA90X374, Local
7128	2006	FORD	E350	1FBSS31L06DA24706	RS06029	136,305	F - WA90X374, Local
7129	2006	FORD	E350	1FBSS31L26DA24707	RS06030	139,208	F - WA90X374, Local
7130	2006	FORD	E350	1FBSS31L46DA24708	RS06031	139,583	F - WA90X374, Local
7132	2006	FORD	E350	1FBSS31L26DA24710	RS06033	139,847	F - WA90X374, Local
7134	2006	FORD	E350	1FBNE31L36DA24669	RS06141	139,871	F - WA90X374, Local
7142	2006	FORD	E350	1FBNE31L26DA24677	RS06133	139,360	F - WA90X374, Local
7143	2006	FORD	E350	1FBNE31L46DA24678	RS06132	138,145	F - WA90X374, Local

## EXHIBIT A

9/12/16

7144	2006	FORD	E350	1FBNE31L66DA24679	RS06131	140,320	F - WA90X374, Local
7146	2006	FORD	E350	1FBNE31L46DA24681	RS06129	138,507	F - WA90X374, Local
7148	2006	FORD	E350	1FBNE31L86DA24683	RS06358	144,617	F - WA90X374, Local
7149	2006	FORD	E350	1FBNE31L56DB02157	RS06512	137,173	F - WA90X374, Local
7150	2006	FORD	E350	1FBNE31L16DA24685	RS06357	142,740	F - WA90X374, Local
7162	2007	CHEVROLET	EXPRESS 3500	1GAHG39U671191670	RS06870	142,444	F - WA90X388, Local
7168	2007	CHEVROLET	EXPRESS 3500	1GAHG39U371192856	RS06872	147,026	F - WA90X388, Local
7169	2007	CHEVROLET	EXPRESS 3500	1GAHG39U771192861	RS06894	148,662	F - WA90X388, Local
7170	2007	CHEVROLET	EXPRESS 3500	1GAHG39U971192991	RS06873	140,039	F - WA90X388, Local
7172	2007	CHEVROLET	EXPRESS 3500	1GAHG39U071193169	RS06895	140,287	F - WA90X388, Local
7173	2007	CHEVROLET	EXPRESS 3500	1GAHG39U771193184	RS06875	151,667	F - WA90X388, Local
7178	2007	CHEVROLET	EXPRESS 3500	1GAHG39U171193231	RS06897	143,887	F - WA90X388, Local
7188	2007	CHEVROLET	EXPRESS 3500	1GAHG39U871194358	RS06901	142,955	S - GCA 5004, Local
7191	2007	CHEVROLET	EXPRESS 3500	1GAHG39U971194451	RS06903	142,008	S - GCA 5004, Local
7194	2007	CHEVROLET	EXPRESS 3500	1GAHG39U271211347	RS06931	140,826	S - GCA 5004, Local
7197	2007	CHEVROLET	EXPRESS 3500	1GAHG39U571211584	RS06934	163,600	S - GCA 5004, Local
7200	2007	CHEVROLET	EXPRESS 3500	1GAHG39U871210350	RS06937	172,398	S - GCA 5004, Local
7203	2007	CHEVROLET	EXPRESS 3500	1GAHG39U971212088	RS06940	163,736	S - GCA 5004, Local

## FACT SHEET

TITLE: A Resolution Amending Section 3.72.130 Vanpool Services – Defined – Fares of the Pierce Transit Code, Increasing Vanshare’s Daily Maximum Miles and Other Minor Housekeeping Amendments

DIVISION: Specialized Transportation

ORIGINATOR: Lani Fowlkes, Vanpool Assistant Manager

PRECEDING ACTION:

COORDINATING DEPARTMENT:

APPROVED FOR SUBMITTAL:

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

APPROVED FOR AGENDA:

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

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

ATTACHMENTS:

Proposed Resolution  
Exhibit A, Proposed Code Amendments  
Exhibit B, Clean Version

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### BUDGET INFORMATION

2016 Budget Amount  
None

Required Expenditure  
None

Impact  
None

Explanation: N/A

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### BACKGROUND:

As the primary public transportation provider in Pierce County, Pierce Transit is committed to supporting the mobility and transportation goals of the business community. As such, Pierce Transit Vanpool plays a key role in providing the most flexible mode of transportation. It is critical that Vanpool tailor its services to meet the needs of its target audience – commuters and regional employers.

Pierce Transit Vanpool also supports the ridership goals of its transportation partners, like Sound Transit.

Vanshare is one of the transportation modes provided by Pierce Transit Vanpool. It provides the transportation link connecting commuters from home to established train and bus services or from train/bus to employer. The popularity of and demand for Vanshare services is growing as train and bus services grow and traffic worsens. Since Vanshare's inception in 2005, a group's daily round trip miles for the service was limited to 20 per day. The commute needs and circumstances of commuters have changed, and commuters are connecting to bus and train from longer distances. This necessitates an increase to this Vanshare daily roundtrip maximum from 20 to 30 miles per day.

In addition, employers like Weyerhaeuser, that are relocating to other larger cities, need Pierce Transit's support in order to accommodate the changing commute needs of their 800 employees, 200 of whom reside in Pierce County. Many of the most populous cities of Pierce County are more than ten miles from the nearest Sounder Station, Park and Ride or Transit Center.

To meet the needs of employers and commuters and to encourage greater use of Vanshare service, staff proposes increasing the daily allowable Vanshare miles to 30, roundtrip.

Additional housekeeping changes to this section of The Pierce Transit Code have been proposed as reflected in Exhibit A.

#### ALTERNATIVES:

Make no changes to the current section 3.72.130, Vanpool Services, which would mean some commuters' transportation needs will go unmet and employers' transportation goals will go unsupported.

#### RECOMMENDATION:

Approve Resolution No. 16-032, amending Section 3.72.130, Vanpool Services – Defined - Fares of the Pierce Transit Code, as reflected in Exhibit A.

**RESOLUTION NO. 16-032**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Amendments to Section 3.72.130  
2 Vanpool Services – Defined – Fares of the Pierce Transit Code, Increasing Vanshare’s Daily Maximum Miles  
3 and Other Minor Housekeeping Amendments  
4

5 WHEREAS, Pierce Transit is committed to supporting the mobility and transportation goals of the  
6 business community; and

7 WHEREAS, Pierce Transit Vanpool tailors its services to meet the needs of its target audience –  
8 commuters and regional employers; and

9 WHEREAS, Vanshare is one of the transportation modes provided by Pierce Transit Vanpool; and

10 WHEREAS, Vanshare provides the link connecting commuters from home to established train and bus  
11 services or from train/bus to employer; and

12 WHEREAS, the popularity and demand of Vanshare services is growing, as the popularity of train and  
13 bus services grows; and

14 WHEREAS, the commute circumstances of commuters have changed, necessitating an increase to  
15 Vanshare’s daily maximum miles, from 20 miles to 30 miles roundtrip per day; and

16 WHEREAS, additional housekeeping amendments to the Pierce Transit Code on Vanshare are needed.

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

18 Section 1. The Board of Commissioners hereby amends Section 3.72.130 Vanpool Services – Defined  
19 – Fares of the Pierce Transit Code as reflected in Exhibit A.

20 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the  
21 12th day of September, 2016.

22 PIERCE TRANSIT

23 \_\_\_\_\_  
24 Kent Keel, Chair  
25 Board of Commissioners

26 ATTEST/AUTHENTICATED

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

Exhibit A

**3.72.130 - Vanpool Services—Defined—Fares.**

A. Definitions.

1. "Commuter vanpool" is defined as the same ~~basic~~ group of people who ~~usually~~ travel ~~one~~ round trip per day ~~to and from work~~. Fares ~~are~~ ~~will be~~ set by the Board of Commissioners ~~and will usually be collected through rider fares~~.

2. "Special use vanpool" is defined as one which serves a finite group of people and which is sponsored by an organization or an agency. Use of this vanpool is usually limited to that organization's or agency's staff and/or clients. Fares ~~will be~~ ~~are~~ set by the Chief Executive Officer to include ~~either a fixed rate and mileage rate or a mileage rate~~ that includes an amount estimated for full or partial recovery of the fixed rate, depending upon how fares are collected.

3. "Shared use vanpool" is defined as supplemental use of a given commuter vanpool which is used during non-commute hours primarily by social service agencies. The vanpool is used during commute hours as a commuter vanpool. Fares will be set by the chief executive officer and will be based on a mileage rate.

~~3.4.~~ "Community Use vanpool" is defined as one that serves and is available ~~without restriction~~ to all members of a given community or organization for transportation for employees and clients outside a usual commute. ~~and is sponsored by a city, town, chamber or other representative group~~. Services are not limited to one round trip per day. Fares will be set by the Board of Commissioners ~~to include a mileage rate, but will waive the fixed rate and will usually be collected through rider fares~~.

4. "Vanshare" is defined as a service that provides the link connecting ~~short distance~~ commuters from home to established bus, train, or ferry service or from said service to employer. This service will be limited to 30 ~~20~~ miles or less round trip per day. ~~and the monthly revenue will be a flat rate determined by the approved mileage rate~~. The fee is set by the Chief Executive Officer to include a flat rate.

B. Vanpool fares will be based on recovering a majority of the program's direct operating costs.

C. Vanpool fares will be reviewed annually with thirty days' advance written notice of any fare change sent to all current vanpool participants.

## Exhibit B

### 3.72.130 - Vanpool Services—Defined—Fares.

#### A. Definitions.

1. "Commuter vanpool" is defined as the same group of people who travel round trip per day to and from work. Fares are set by the Board of Commissioners.

2. "Special use vanpool" is defined as one which serves a finite group of people and which is sponsored by an organization or an agency. Use of this vanpool is usually limited to that organization's or agency's staff and/or clients. Fares are set by the Chief Executive Officer to include a fixed rate and mileage rate that includes an amount estimated for full or partial recovery of the fixed rate, depending upon how fares are collected.

3. "Shared use vanpool" is defined as supplemental use of a given commuter vanpool which is used during non-commute hours primarily by social service agencies. The vanpool is used during commute hours as a commuter vanpool. Fares will be set by the chief executive officer and will be based on a mileage rate.

3.4 "Community Use vanpool" is defined as one that serves and is available to all members of a given community or organization for transportation for employees and clients outside a usual commute. Services are not limited to one round trip per day. Fares will be set by the Board of Commissioners.

4. "Vanshare" is defined as a service that provides the link connecting commuters from home to established bus, train, or ferry service or from said service to employer. This service will be limited to 30 miles or less round trip per day. The fee is set by the Chief Executive Officer to include a flat rate.

B. Vanpool fares will be based on recovering a majority of the program's direct operating costs.

C. Vanpool fares will be reviewed annually with thirty days' advance written notice of any fare change sent to all current vanpool participants.

## FACT SHEET

TITLE: A Resolution Adopting the 2016-2021 Transit Development Plan

DIVISION: Transit Development

ORIGINATOR: Darin L. Stavish, Principal Planner

PRECEDING ACTION: Resolution FS-15-052, Adoption of the 2015-2020 Transit Development Plan

COORDINATING DEPARTMENTS: Budget, Service Planning, Project Management Office, Information Technology, Maintenance

APPROVED FOR SUBMITTAL:

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

APPROVED FOR AGENDA:

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

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

ATTACHMENTS:

Proposed Resolution  
Exhibit A, Proposed Plan (<http://www.piercetransit.org/documents/>)

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### BUDGET INFORMATION

2016 Budget Amount  
\$0

Required Expenditure  
\$0

Impact  
\$0

Explanation: This document represents the Agency's annual update and six-year plan for the time period of calendar year 2016 through 2021.

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### BACKGROUND:

This Transit Development Plan (TDP) outlines Pierce Transit's intermediate operating and capital plans for the period from 2016 through 2021. As such, it will ensure compliance with the Revised Code of Washington (RCW) chapter 35.58, which requires public transportation benefit areas such as Pierce Transit to prepare and adopt a Six-Year Transit Development Plan for that calendar year and the ensuing five years. The TDP is based upon the 2016 budget adopted by the Board of Commissioners on December 14, 2015. The 2016 budget, which informs the TDP, is an interim budget designed to maintain service at current levels plus restore 15,000 service hours. This six-year plan reports on Pierce Transit's annual operating budget, capital investments, and business strategies, and is submitted annually to the Washington State Department of Transportation, Puget Sound Regional Council (PSRC) Metropolitan Planning Organization, Pierce County, and each of the 13 jurisdictions within the Pierce County Public

FACT SHEET  
PAGE 2

Transportation Benefit Area (PTBA). This year's TDP highlights: agency work accomplished in 2015; a general outline of services and facility changes anticipated for 2016-2021; and financial elements (both operating and capital) budgeted for 2016 and projected for 2017-2022. Once finalized, Pierce Transit will use the TDP to guide specific development of upcoming service designs, business strategies, and budget considerations.

ALTERNATIVES:

An alternative would be to not approve Resolution No. 16-033. This is not recommended as the agency would therefore not be in compliance with RCW 35.58.2795.

RECOMMENDATION:

Approve Resolution No. 16-033, adopting the Pierce Transit 2016-2021 Transit Development Plan as presented in Exhibit A.

**RESOLUTION NO. 16-033**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Adopting the 2016-2021 Transit Development  
2 Plan  
3

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

6 WHEREAS, the 2016-2021 Transit Development Plan provides guidance on issues related to service  
7 and capital facilities development, regional coordination, and a financial implementation strategy; and

8 WHEREAS, the Revised Code of Washington (RCW) Chapter 35.58 requires that municipal  
9 corporations, including public transportation benefit areas such as Pierce Transit, prepare and approve a Six-  
10 Year Transit Development Plan for that calendar year and the ensuing five years; and

11 WHEREAS, the Pierce Transit Board of Commissioners held a public hearing on the proposed 2016-  
12 2021 Transit Development Plan at their regular meeting on August 8, 2016.

13 NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit that the 2016-  
14 2021 Transit Development Plan, attached hereto as Exhibit A, is hereby adopted and constitutes Pierce  
15 Transit's Six-Year Transit Development Plan for the period 2016-2021.

16 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof, held on  
17 this 12th day of September, 2016.  
18

19 PIERCE TRANSIT  
20

21 \_\_\_\_\_  
22 Kent Keel, Chair  
23 Board of Commissioners

24 ATTEST/AUTHENTICATED  
25

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

## FACT SHEET

TITLE: A Resolution Donating a Surplus Vehicle to Goodwill of the Olympics and Rainier Region Pursuant to the Pierce Transit Care-a-van Program

DIVISION: Specialized Transportation

ORIGINATOR: Tim Renfro, ADA Administrator

### PRECEDING ACTION:

Resolution 15-061 Creating the Care-a-Van Program for Granting Surplus Vehicles to Qualifying Not-For-Profit Organizations

COORDINATING DEPARTMENT: ADA; Fleet Maintenance

### APPROVED FOR SUBMITTAL:

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

### APPROVED FOR AGENDA:

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

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

### ATTACHMENTS:

Proposed Resolution  
Exhibit A, Pierce Transit Care-A-Van Agreement - Goodwill

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### BUDGET INFORMATION

2016 Budget Amount  
\$0

Required Expenditure  
\$0

Impact  
N/A

Explanation: The following vehicle has been identified by the Maintenance Department as being appropriate for donation through the Care-a-van program, and would be expected to earn at auction the following approximate amount, based on mileage and the Agency's past experience with auction of similar vehicles:

VIN: 1FBNE31LX6HA09305 Mileage: 129,579 Estimated value at auction: \$2,675

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### BACKGROUND:

Pierce Transit has identified the above-listed retired vehicle as having potential to meet the transportation needs of non-profit organizations based on the vehicle's mileage and maintenance history.

The Board of Commissioners Resolution 15-068 created the Care-a-van program that provides for the donation of surplussed vehicles to certain non-profit organizations expected to utilize the vehicle to defray the cost of Pierce Transit's service, since many of those organizations would be providing trips that would otherwise be provided by Pierce Transit, including some trips that would be SHUTTLE eligible. Through the Care-A-Van vehicle donation program, interested non-profit organizations have applied for the surplus vehicles through a competitive selection process. Staff received 5 applications for the 2 available vehicles.

Of applications received, the following organization has demonstrated the financial capacity to follow all state and federal laws regarding maintaining and insuring the vehicle and have provided a description of how the vehicle will best meet the transportation needs of Pierce County residents and visitors. These non-profit organizations are also able to sign a contract in substantially the same form as Exhibit A hereto. After review and a competitive assessment of the applications, staff recommends the award of a Care-a-van vehicle to the following organization:

***Goodwill of the Olympics and Rainier Region*** provides vocational rehabilitation, job placement, and support services for individuals with disabilities and other disadvantaged groups such as individuals with low income, Veterans, at risk youth, and seniors. Goodwill currently provides vocational support services for 50 individuals placed at JBLM where there are very few transportation options. This group estimates that this Care-a-van will provide 7,800 yearly trips. It is estimated that nearly two thirds of those trips would otherwise be SHUTTLE eligible. Goodwill estimates that it will also provide another 2,400 trips in the next year for their clientele to access Workforce Development programming for Veterans, at-risk youth, Seniors, and single mothers.

Applications from organizations that meet donation requirements but which did not score high enough to be recommended for a vehicle at this time will be kept on file and considered for future donations in 2016.

**ALTERNATIVES:**

An alternative would be to not award this vehicle, in which case, staff will sell the vehicle at auction.

**RECOMMENDATION:**

Approve Resolution No. 16-034 awarding a Care-a-van vehicle to Goodwill of the Olympics and Rainier Region subject to the terms and conditions of the Donation Agreement in substantially the same form as Exhibit A hereto.

**RESOLUTION NO. 16-034**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Donating a Surplus Vehicle to Goodwill of the  
2 Olympics and Rainier Region Pursuant to the Pierce Transit Care-a-van Program  
3

4 WHEREAS, By Resolution No. 15-061, the Pierce Transit Board of Commissioners adopted the Care-A-  
5 Van Program pursuant to which the Agency may donate an otherwise surplussed vehicle to a qualified non-  
6 profit organization, provided that the recipient organization agrees, among other contractual requirements, to  
7 maintain and insure the vehicle and provide and report on a certain level of transportation services to Pierce  
8 County residents and visitors sufficient to cover the approximate value of the surplus vehicle if it were  
9 otherwise sold at auction; and

10 WHEREAS, an application has been submitted by Goodwill of the Olympics and Rainier Region for  
11 donation of a surplus vehicle from the Care-A-Van Program; and

12 WHEREAS, Goodwill of the Olympics and Rainier Region is a qualified social service agency organized  
13 under and existing pursuant to the laws of the State of Washington; and

14 WHEREAS, after a competitive evaluation process, Pierce Transit staff has recommended that  
15 Goodwill of the Olympics and Rainier Region be the recipient of a vehicle pursuant to the terms of Pierce  
16 Transit's Care-A-Van Grant Program Agreement; and

17 WHEREAS, Pierce Transit has a surplus 2006 Ford E350 Van, VIN 1FBNE31LX6HA09305, and Pierce  
18 Transit's Maintenance Department recommends that said vehicle be surplussed and has determined that the  
19 vehicle is appropriate for donation through the Care-A-Van program; and

20 WHEREAS, the donation of the vehicle will aid Goodwill of the Olympics and Rainier Region in its  
21 work for the community while benefiting Pierce Transit by offsetting transportation services that would  
22 otherwise be provided by Pierce Transit at greater expense; and

23 WHEREAS, Goodwill of the Olympics and Rainier Region is an organization that creates employment  
24 opportunities for people with disabilities and other disadvantaged individuals; and

25 WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of  
26 Pierce County that vehicle #7112 be granted to Goodwill of the Olympics and Rainier Region.

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

28 1. Vehicle #7112 is hereby donated to Goodwill of the Olympics and Rainier Region pursuant to  
29 the terms and conditions in substantially the same form as the Care-A-Van Grant Program Agreement  
30 attached hereto as Exhibit A.

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2. Once Goodwill of the Olympics and Rainier Region agrees to all terms of the Pierce Transit's Care-A-Van Grant Program Agreement, Pierce Transit staff is authorized to transfer title of said vehicle to Goodwill of the Olympics and Rainier Region.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the twelfth day of September, 2016.

PIERCE TRANSIT

\_\_\_\_\_  
Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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

AGREEMENT RELATING TO THE CONVEYANCE OF VEHICLE FOR  
TRANSIT RELATED SERVICES  
PIERCE TRANSIT CARE-A-VAN PROGRAM

THIS AGREEMENT (“Agreement”) dated as of September 12, 2016 (the “Effective Date”) is made by and between Pierce County Public Transportation Benefit Area, a Washington municipal corporation (“Pierce Transit”) and Goodwill of the Olympics and Rainier Region a Washington nonprofit corporation with the mission of providing access to services and support for homeless women, children, and men (the “Recipient”)(individually, a “Party” and collectively, the “Parties”) with reference to the following facts:

RECITALS

WHEREAS, Pierce Transit provides public transportation services within Pierce County, Washington; and

WHEREAS, Pierce Transit, from time to time, declares vehicles to be surplus when it has vehicles that have a useful life of more than a year, but has insufficient capacity to continue to maintain, store or insure those vehicles; and

WHEREAS, in order to support its public mission, Pierce Transit desires to increase efficiency, reduce waste and duplication of service and expand and improve the quality of reliable and accessible transportation to better serve the special or other needs of Pierce County residents or visitors to supplement the existing fixed route bus service and paratransit services operated by Pierce Transit within its service area of Pierce County, Washington; and

WHEREAS, an increase in reliable and accessible transportation services will benefit both Pierce Transit and the residents of Pierce County by increasing access to jobs and education, health care, social services and social events for Pierce County residents and better integration of all persons into the economic and social life of the community; and

WHEREAS, pursuant to Pierce Transit Board of Commissioners Resolution No. 15-061, Pierce Transit may, after a competitive evaluation process and subject to Board of Commissioners’ approval, convey title to surplus vehicles to one or more nonprofit corporations that agree to use such vehicle(s) to transport Pierce County residents and visitors on the terms and conditions set forth in this Agreement; and

WHEREAS, Recipient submitted an application to the Pierce Transit Board of Commissioners (“Application”) for a surplus vehicle that Recipient intends to use to provide 250 trips per month for a term of twelve (12) consecutive months (the “Term”) commencing on the Effective Date to individuals who live, work or travel within Pierce County, which transportation services would, if provided by Pierce Transit, exceed the value the vehicle would otherwise have generated had Pierce Transit disposed of the vehicle at public auction; and

WHEREAS, the disposition of the vehicle to Recipient on the terms and conditions set forth in this Agreement is intended to improve the transportation services available in Pierce County and enable Pierce Transit to use the cost savings to make other improvements to transportation services provided within its service area.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Definitions; Recitals. All capitalized terms not otherwise defined herein shall have the same definition as set forth in the Application. Each of the Recitals set forth above is by this reference incorporated herein.
2. Description of the Vehicle. Pierce Transit shall transfer its title to the following described vehicle to Recipient on the Effective Date on the express condition that Recipient provide the transportation services set forth in Section 4 this Agreement during the Term.

Make: Ford

Year: 2005

Model: E 350

VIN: 1FBNE31LX6HA09305

Estimated Kelley Bluebook Value if sold at public auction in “good” condition: \$2,675.00

Mileage: 129,579

As used in this Agreement, the term “Vehicle” means the above-described vehicle together with copies of related maintenance records.

3. Inspection and Evaluation of the Vehicle; “AS IS” Transfer. Pierce Transit has provided Recipient with copies of maintenance records for the Vehicle. Recipient acknowledges that during the Application process it had an opportunity to inspect the Vehicle, and/or had the Vehicle inspected by qualified mechanics of its own choosing. Recipient acknowledges and agrees that Recipient has agreed to enter into this Agreement and accept title to the Vehicle based upon Recipient’s inspection and evaluation of the Vehicle and its suitability for Recipient’s intended purpose. Recipient further acknowledges and agrees that Pierce Transit does not make any representations or warranties of any kind, either express or implied, with respect to the Vehicle, including, but not limited to the size, mileage, quality, configuration or condition of, or accessories for, the Vehicle, accuracy or completeness of records for the Vehicle or compliance with federal, state or local laws, rules and regulations governing motor vehicles, including, but not limited to compliance with air emissions or safety regulations. PIERCE TRANSIT SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY OR ASSURANCE WHATSOEVER TO RECIPIENT. PIERCE TRANSIT MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE MAINTENANCE, REPAIR, CONDITION, FUNCTIONALITY, DESIGN, DEFECTS, SOFTWARE, ACCURACY OF DATA OR SENSORS, OR VALUE OF THE VEHICLE INCLUDING BUT NOT LIMITED TO (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, (C) ANY IMPLIED OR EXPRESS DUTY OF

WORKMANLIKE EFFORT, OF INDEMNIFICATION OR OF LACK OF NEGLIGENCE, OR (D) THE COMPLIANCE OF LACK THEREOF OF THE VEHICLE WITH APPLICABLE GOVERNMENTAL LAWS, RULES AND REGULATIONS, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT THE VEHICLE WILL BE TRANSFERRED AND DELIVERED TO RECIPIENT IN ITS PRESENT CONDITION AND STATE OF REPAIR, **“AS IS”, WHERE IS” WITH ALL FAULTS**. RECIPIENT ACKNOWLEDGES AND AGREES THAT PIERCE TRANSIT HAS NO OBLIGATION TO MAINTAIN, REPAIR, REPLACE OR INSURE THE VEHICLE. THERE IS NO WARRANTY OF TITLE TO THE VEHICLE.

4. Use of the Vehicle. In consideration of Pierce Transit’s transfer of all of its right, title and interest to the Vehicle, Recipient shall at all times during the Term of this Agreement:

(a) use the Vehicle solely to provide a minimum of 800 trips providing transportation services for passengers who live, work, or travel within Pierce County as described in Recipient’s application for grant of vehicle at Sec. 2, “Description of Proposed Vehicle’s Use” which is attached hereto as Exhibit A and by this reference incorporated herein. All trips must have an origin or destination within Pierce County. Recipient shall not use the Vehicle to provide general transportation services beyond those described in Section 2 and Exhibit A. Recipient shall not use the Vehicle for any other purpose during the Term of this Agreement without the prior written consent of Pierce Transit, which consent may be granted or withheld by Pierce Transit in its sole discretion.

(b) not accept advertising or use or permit the Vehicle or any transit related facilities associated with the Vehicle including transit shelters, bus stops, or maintenance or storage facilities for such Vehicle to be used in a manner that promotes or opposes a political party, the election of any candidate or group of candidates for federal, state or local government offices, or for the promotion of or opposition to any initiative, referendum or other ballot measures.

(c) at its sole cost and expense, obtain all permits, certificates, licenses and approvals that are required under applicable federal, state and local laws to operate the Vehicle to provide transportation services for persons.

(d) operate and maintain the Vehicle in a safe, sanitary and operable condition and in compliance with all applicable federal, state and local laws. All vehicle parts and accessories must be maintained in a safe and proper working condition at all times. Recipient acknowledges that the Vehicle and associated equipment is subject to inspection as required by federal and state law and may be removed from service if the Vehicle is not being operated or maintained in accordance with applicable legal requirements.

(e) ensure that all drivers operating the Vehicle are properly licensed and identified when operating the Vehicle and have the requisite training, qualification and experience to provide safe and reliable transportation to Recipient’s passengers.

(f) preserve and maintain its legal existence and remain qualified as a nonprofit corporation organized and qualified to do business in the State of Washington exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

(g) comply with all applicable federal and state nondiscrimination laws including but not limited to the Americans with Disabilities Act, as amended from time to time and Title 49.60, RCW, Washington Law Against Discrimination.

(h) not sell, transfer, donate or lease the Vehicle or otherwise allow any person who is not an employee of Recipient to operate or use the Vehicle without the express prior written consent of Pierce Transit, which consent shall not be unreasonably withheld if the proposed assignee is a nonprofit corporation with the professional qualifications, financial capacity and creditworthiness to perform the Recipient's obligations hereunder and demonstrates to the satisfaction of Pierce Transit in its sole good faith discretion that the assignee intends to use the Vehicle for a community benefit which improves the transportation services available to Pierce Transit residents comparable to the Recipient's plan of use. The proposed assignee shall also execute an assignment and assumption agreement in form and substance satisfactory to Pierce Transit. Any purported assignment that fails to comply with the requirements of this Section 4(h) shall be null and void and will have no force and effect.

In the event that Recipient fails to operate, maintain and use the Vehicle in accordance with the provisions of this Section 4, the Parties acknowledge that Pierce Transit would be damaged by such failure by the loss of the estimated sales price it would have received had the Vehicle been sold at public auction and the resulting transportation needs of the passengers Recipient had agreed to transport during the Term, which actual damages would be extremely difficult or impracticable to determine. Therefore by entering into this Agreement, the Parties acknowledge that the Estimated Fair Market Value of the Vehicle set forth in Section 2 above has been agreed upon, after negotiation, as liquidated damages and as the Parties' reasonable estimate of Pierce Transit's monetary damages in the event of a default by Recipient. Any violation of the terms of this Agreement, including, but not limited to the terms of this Section 4, shall constitute an Event of Default under this Agreement and Pierce Transit shall have the right to exercise the rights and remedies set forth in Sections 6(b) and 9 below.

5. Reports. During the Term of this Agreement, Recipient shall provide Pierce Transit with a complete and accurate report on or before the 10th of each month, containing Vehicle odometer readings, number of passengers carried, hours and miles of service and description of trip purpose(s) made by the Vehicle. For purposes of determining the number of qualifying trips, only trips that have an origin or destination within Pierce County shall be included in the monthly reports. Reports shall be submitted to Cherry Thomas, Senior Planner-Paratransit, Pierce Transit Authority, 3701 96th St SW, Lakewood, WA 98496, or emailed to [trenfro@piercetransit.org](mailto:trenfro@piercetransit.org). Recipient shall also maintain accurate and complete records relating to its ownership, operation and maintenance of the Vehicle including, but not limited to, maintenance records, drivers' logs and hours of service, and pay all fees and file all reports with federal and state regulators as may be required under applicable federal and state law.

6. Insurance and Security.

(a) At all times during the Term of this Agreement, Recipient shall, at its sole cost and expense, obtain and maintain in full force and effect, the insurance set forth in Exhibit B.

(b) As security for the performance of its obligations under this Agreement, Recipient shall deposit cash, letter of credit, a bond, or other financial security reasonably acceptable to Pierce Transit in the amount of the Estimated Fair Market Value of the Vehicle set forth in Section 2 above (the

“Deposit”). The Deposit shall be held by Pierce Transit to secure the faithful performance by Recipient of all of the terms, covenants and conditions of this Agreement to be kept by Recipient during the Term. If Recipient defaults with respect to any provision of this Agreement, including, but not limited to provisions dealing with insurance, reporting or use of the Vehicle, Pierce Transit may (but shall not be required to) use, apply or retain all or any part of the Deposit for the payment of any amount which Pierce Transit may spend by reason of Recipient’s default or to compensate Pierce Transit for any other loss or damage which Pierce Transit may suffer by reason of Recipient’s default, including, but not limited to, payment of liquidated damages in the amount set forth in Section 2 above. Pierce Transit shall not be required to keep this Deposit separate from its general funds and Recipient shall not be entitled to interest on such deposit. If Recipient shall fully and faithfully perform all of the terms and conditions of this Agreement, Pierce Transit shall return the Deposit or any balance thereof to Recipient within thirty (30) days following the expiration of the Term of this Agreement.

7. Indemnification.

(a) Recipient assumes all liability and all risk of loss resulting from its acceptance of title to the Vehicle and the use and the operation of the Vehicle in accordance with the terms and conditions of this Agreement. Recipient acknowledges and agrees that Pierce Transit shall have no liability in the event that the Vehicle or any equipment associated therewith is damaged, destroyed, lost or stolen for any reason whatsoever.

(b) Recipient agrees to protect, defend, indemnify and hold Pierce Transit and its appointed and elected officials, officers and employees harmless to the maximum extent possible under law. Accordingly, Recipient agrees for itself, its successors and assigns to protect, defend, indemnify, and hold harmless Pierce Transit, its appointed and elected officials, officers and employees from and against any and all claims, demands, causes of action, suits, sums paid in settlement of any of the foregoing, judgments, losses, damages, injuries, liabilities, penalties, enforcement actions, fines, taxes, liens, encumbrances, costs or expenses (including without limitation, reasonable attorney’s fees and costs of defense) and claims for personal injury, death or property damage which is caused by, arises out of or is related to any use of the Vehicle or the exercise of rights under this Agreement by Recipient or any of its officers, members, agents or employees. Recipient’s obligation under this Section 7 shall include: (a) Indemnification for such claims whether or not they arise from the sole negligence of either Pierce Transit or Recipient, the concurrent negligence of both Parties, or the negligence of one or more third parties; (b) The duty to promptly accept tender of defense and provide defense to Pierce Transit at Recipient’s own expense; (c) Indemnification of claims made by Recipient’s own employees or agents; and (d) Waiver of Recipient’s immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the Parties. This indemnification has been the subject of specific negotiation between the Parties and shall survive the expiration or termination of this Agreement.

In the event it is necessary for Pierce Transit to incur attorneys’ fees, legal expenses or other costs to enforce the provisions of this Section 7, all such fees, expenses and costs shall be paid by Recipient.

8. Damage or Destruction of Vehicle. In the event that the Vehicle is damaged or destroyed for any reason during the Term of this Agreement, Recipient shall immediately notify Pierce Transit of the occurrence and the extent of the damage and availability of insurance proceeds to repair or replace the Vehicle. Unless Pierce Transit agrees otherwise, the insurance proceeds shall be used solely to repair the Vehicle to substantially the condition it was in immediately prior to such damage or destruction or purchase a replacement vehicle in size and utility comparable to the Vehicle that was damaged or

destroyed in which event this Agreement shall remain in full force and effect and Recipient shall use the replacement vehicle solely for the purposes set forth in Section 4 above for the remainder of the Term of this Agreement. In the event that the Vehicle is not repaired or replaced, the insurance proceeds shall be paid first to Pierce Transit in the amount of the Estimated Fair Market Value of the Vehicle set forth in Section 2 above, the remainder shall be retained by Recipient, this Agreement shall terminate and except as otherwise expressly provided herein, neither Party shall have any further rights, duties or obligations under this Agreement

9. Events of Default; Remedies; DAMAGE EXCLUSIONS AND LIMITATIONS OF LIABILITY.

(a) The occurrence of any of the following events shall constitute an “Event of Default” under this Agreement:

(1) The failure by Recipient to (i) obtain any license, permit or certificate required under applicable law, (ii) pay any fee, or (iii) maintain the insurance required to be provided under Exhibit B to this Agreement which failure continues for a period of ten (10) days after the date such performance or payment was due; or

(2) The failure of Recipient to perform any other covenants, conditions or terms of this Agreement where such failure has continued for thirty (30) days after written notice from Pierce Transit

(b) Upon the occurrence of an Event of Default, Pierce Transit shall have the right to the following remedies:

(1) enforce the provisions of this Agreement through injunctive, declaratory or other equitable relief and/or an action for specific performance, it being understood and agreed between the Parties that the non-monetary obligations of Recipient set forth in this Agreement are unique and that monetary damages would be an insufficient remedy for their breach, and/or

(2) Obtain monetary damages in the amount of the Estimated Fair Market Value of the Vehicle set forth in Section 2 of this Agreement as liquidated damages and not as a penalty and Pierce Transit shall have the right to use and apply the Deposit in payment of such liquidated damages.

(c) Notwithstanding any other provision of this Agreement, in no event, whether as a result of breach of contract, tort liability (including negligence), strict liability or any other cause of action, shall either Party be liable to the other Party for indirect, consequential, incidental, special, punitive or exemplary damages of any nature whatsoever, including, but not limited to, losses or damages caused by reason of loss of use, lost profits or revenue, interest charges or cost of capital and each Party expressly releases the other Party therefrom.

(D) IF FOR ANY REASON PIERCE TRANSIT HAS BREACHED THIS AGREEMENT OR IS LIABLE TO RECIPIENT FOR ANY CLAIM (INCLUDING ANY TORT CLAIM), ANY DEMAND, CAUSE OF ACTION, SUIT, SUMS PAID IN SETTLEMENT OF ANY OF THE FOREGOING, JUDGMENT, LOSS, DAMAGE, INJURY, LIABILITY, PENALTY, ENFORCEMENT ACTION, FINE, TAX, LIEN, ENCUMBRANCE, COST OR EXPENSE (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY’S FEES AND COSTS OF DEFENSE) OR CLAIM FOR

PERSONAL INJURY, DEATH OR PROPERTY DAMAGE WHICH IS CAUSED BY, ARISES OUT OF OR IS RELATED TO ANY USE OF THE VEHICLE (COLLECTIVELY "CLAIMS"), RECIPIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST PIERCE TRANSIT FOR ANY BREACH OF THIS AGREEMENT OR ANY SUCH CLAIMS SHALL BE LIMITED TO THE ESTIMATED FAIR MARKET VALUE OF THE VEHICLE SET FORTH IN SECTION 2.

(e) The remedies provided in this Section 9 are intended to be in addition to, and not in lieu of, any other remedies available to Pierce Transit at law and in equity, and Pierce Transit shall have, in addition to the remedies set forth in this Section, all such remedies at law and in equity.

10. Miscellaneous.

(a) This Agreement including Recipient's Application, Exhibits A through B which are attached hereto and by this reference incorporated herein, sets forth the entire agreement of the Parties as to the subject matter hereof and supersedes all prior discussions, negotiations and understandings between them, both oral and written. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by either Party. This Agreement may not be amended or rescinded in any manner except by a non-electronic record signed by a duly authorized officer or representative of each Party hereto. The Parties agree that this Agreement shall not be amended in any manner by any course of dealing between the Parties.

(b) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington. In the event any action is brought to enforce any of the provisions of this Agreement, the Parties agree to be subject to exclusive in personam jurisdiction in the Pierce County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively in Pierce County, Washington.

(c) Should any of the provisions of this Agreement be found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be stricken and the remainder of this Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the allocation of rights, duties and obligations of the Parties under this Agreement.

(d) No delay or forbearance by a Party in exercising any right or remedy accruing to such Party upon the occurrence of any breach or default by the other Party under this Agreement shall impair any such right or remedy of such Party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. No waiver of any right under this Agreement shall be effective unless contained in writing signed by a duly authorized officer or representative of the Party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or of any other right arising under this Agreement.

(e) The Parties acknowledge that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the product of the Parties' negotiations. Each Party represents and warrants that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties intend that this Agreement is deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement, therefore, should not be construed against any Party on the grounds that such Party drafted or was more responsible for drafting such provision.

(f) The headings and titles of the articles, sections and paragraphs of this Agreement shall not be deemed to limit or supersede any of the terms or provisions of this Agreement. As used in this Agreement the masculine shall include the feminine and neuter, the feminine shall include the masculine and neuter, the neuter shall include the masculine and feminine, the singular shall include the plural and the plural shall include the singular, as the context may require.

(g) The Parties are independent contractors for all purposes, and nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership, or impose a trust or partnership obligation or liability on or with regard to either Party except that of parties to a contract. Each Party to this Agreement is individually responsible for its own covenants, obligations and liabilities under this Agreement. Each Party shall act hereunder only in its individual capacity and shall not be authorized to act as agent or representative of the other Party nor have the power or authority to bind the other Party for any purpose. No Party shall represent to anyone that it has the authority to bind the other Party, or make any other representation about or on behalf of any other Party.

(h) The provisions of this Agreement are intended solely for the benefit of, and may only be enforced by, the Parties hereto, and their respective successors and permitted assigns. None of the rights or obligations of the Parties herein set forth (or implied) is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right, whatsoever upon or otherwise inure to the benefit of any other person, including but not limited to, any worker, supplier, mechanic, insurer, surety, passenger, customer, invitee, member of the public or other third parties having dealings with either of the Parties or involved, in any manner, with the Vehicle.

(i) Each of the Parties shall from time to time execute and deliver all further documents and instruments and do all things and acts as the other Party may reasonably require to effectively carry out, clarify or more completely evidence or perfect the full intent and meaning of this Agreement.

(j) All notices or requests required or permitted under this Agreement shall be in a non-electronic record (except for notices delivered by facsimile), shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier or by facsimile transmission and shall be deemed given when so delivered, received or faxed (provided the fax machine has issued a printed confirmation of receipt). All notices or requests shall be sent as follows:

If to Pierce Transit:

Tim Renfro, ADA Administrator  
3701 96<sup>th</sup> St. SW  
Lakewood, WA 98499-4431

With copies to:

Dana Henderson, General Counsel  
3701 96<sup>th</sup> St. SW  
Lakewood, WA 98499-4431

If to Recipient :

With a copy to:

Any Party may change the address to which notices shall be sent by notice to the other Party in the manner and with the effect set forth in this Section 10 (j).

(k) Time is of the essence in the performance of each Party's obligations under this Agreement.

(l) WAIVER OF JURY TRIAL. PIERCE TRANSIT AND RECIPIENT HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PIERCE TRANSIT OR RECIPIENT AGAINST THE OTHER.

(m) Each person executing this Agreement in a representative capacity acknowledges, represents and warrants that he or she is an official representative of the entity in whose name he or she is executing this Agreement and that he or she possesses full and complete authority to bind such entity to the full and faithful performance of all conditions, terms, provisions, covenants, warranties and representations as contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

PIERCE TRANSIT

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

RECIPIENT: Goodwill of the Olympics and Rainier Region

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## EXHIBIT A

### Description of Proposed Vehicle's Use

***Goodwill of the Olympics and Rainier Region*** provides vocational rehabilitation, job placement, and support services for individuals with disabilities and other disadvantaged groups such as individuals with low income, Veterans, at risk youth, and seniors. Goodwill currently provides vocational support services for 50 individuals placed at JBLM where there are very few transportation options. They estimate they will provide 7,800 yearly trips for this program. It is estimated that nearly two thirds of this group would be SHUTTLE eligible. Goodwill estimates that they will also provide another 2,400 trips in the next year for their clientele to access Workforce Development programming which involves Veterans, at risk youth, seniors, and single mothers.

## EXHIBIT B

### Insurance

Prior to the Effective Date of this Agreement and delivery of a certificate of title to the Vehicle, Recipient shall procure and maintain, for the Term of this Agreement, insurance or coverage against claims for damage to the Vehicle and injuries to persons or damage to property which may arise from and in connection with the rights and privileges granted by this Agreement to Recipient.

By requiring such minimum insurance coverage, Pierce Transit shall not be deemed or construed to have assessed the risks that may be applicable to Recipient under this Agreement. Recipient shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

For All Coverages: The cost of such insurance shall be paid by Recipient. Each insurance policy shall be written on an "Occurrence Form" and Recipient shall be responsible for all deductibles.

(a) Minimum Scope and Limits of Insurance. Recipient shall carry bodily injury and property damage liability insurance covering the Vehicle with a minimum limit of \$1,000,000 combined single limit coverage, \$2,000,000 aggregate. The insurance policy must include a "uniform motor carrier bodily injury and property damage liability certificate of insurance" endorsement and the insurance agency or company must submit evidence of insurance on a "uniform motor carrier bodily injury and property damage liability certificate of insurance (Form E)". Recipient shall also carry worker's compensation insurance, as required by the Industrial Insurance Act of the State of Washington and such other insurance as may be required under applicable federal and state law for persons providing the transportation services described in the Agreement.

(b) Deductibles and Self-Insured Retentions. The deductible and/or self-insured retention of the policies shall not limit or apply to Recipient's liability to Pierce Transit and shall be the sole responsibility of Recipient.

(c) Other Insurance Provisions. The insurance policies required in this Agreement (other than worker's compensation) are to contain, or be endorsed to contain the following provisions:

1. Pierce Transit, its appointed and elected officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Recipient in connection with this Agreement.

2. Insurance coverage shall be primary insurance as respects Pierce Transit, its appointed and elected officers, officials, employees and agents. Any insurance and/or self-insurance maintained by Pierce Transit, its officers, officials, employees or agents should not contribute with Recipient's insurance or benefit Recipient in any way.

3. Recipient's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(d) All Policies: Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits prior to the expiration date of this Agreement, unless thirty (30) days prior notice, return receipt requested, has been given to Pierce Transit and the Washington State Utilities and Transportation Commission, if required. The thirty (30) day notice period will commence to run from the date notice is actually received by Pierce Transit and/or the Commission.

(e) Acceptability of Insurers. All insurance must be placed with an insurance company authorized to issue insurance in the state of Washington. Unless otherwise approved by Pierce Transit, insurance is to be placed with insurers with a Best's rating of no less than A: VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII. If at any time, any of the foregoing policies shall fail to meet the above minimum standards, Recipient shall, upon notice to that effect from Pierce Transit, promptly obtain a new policy and shall submit the same to Pierce Transit, with certificates and endorsements for approval.

(f) Verification of Coverage. Recipient shall furnish Pierce Transit with the certificates of insurance required by this Exhibit B prior to transfer of title to the Vehicle.

## FACT SHEET

TITLE: A Resolution Donating a Surplus Vehicle to  
The Rescue Mission Pursuant to the Pierce Transit Care-a-  
van Program

DIVISION: Specialized Transportation

ORIGINATOR: Tim Renfro, ADA Administrator

### PRECEDING ACTION:

Resolution 15-061 Creating the Care-a-Van Program for Granting Surplus Vehicles to Qualifying Not-For-Profit Organizations

COORDINATING DEPARTMENT: ADA; Fleet Maintenance

### APPROVED FOR SUBMITTAL:

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

### APPROVED FOR AGENDA:

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

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

### ATTACHMENTS:

Proposed Resolution  
Exhibit A, Pierce Transit Care-A-Van Agreement – Rescue Mission

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## BUDGET INFORMATION

2016 Budget Amount  
\$0

Required Expenditure  
\$0

Impact  
N/A

Explanation: The following vehicle has been identified by the Maintenance Department as being appropriate for donation through the Care-a-van program, and would be expected to earn at auction the following approximate amount, based on mileage and the Agency's past experience with auction of similar vehicles:

VIN: 1FBNE31L15HA87776 Mileage: 121,644 Estimated value at auction: \$2,675

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### BACKGROUND:

Pierce Transit has identified the above-listed retired vehicle as having potential to meet the transportation needs of non-profit organizations based on the vehicle's mileage and maintenance history.

The Board of Commissioners Resolution 15-068 created the Care-a-van program that provides for the donation of surplussed vehicles to certain non-profit organizations expected to utilize the vehicle to defray the cost of Pierce Transit's service, since many of those organizations would be providing trips that would otherwise be provided by Pierce Transit, including some trips that would be SHUTTLE eligible. Through the Care-A-Van vehicle donation

program, interested non-profit organizations have applied for the surplus vehicles through a competitive selection process. Staff received 5 applications for the 2 available vehicles.

Of applications received, the following organization has demonstrated the financial capacity to follow all state and federal laws regarding maintaining and insuring the vehicle and have provided a description of how the vehicle will best meet the transportation needs of Pierce County residents and visitors. This non-profit organization is also able to sign a contract in substantially the same form as Exhibit A hereto. After review and a competitive assessment of the applications, staff recommends the award of a Care-a-van vehicle to the following organization:

***The Rescue Mission*** serves impoverished women, men, and children who are experiencing homelessness by providing access to life sustaining food, shelter, care and support. The organization estimates that with this vehicle, it will be able to double its current Search and Outreach program from 2 to 4 nights weekly. This program seeks and assists individuals experiencing homelessness in coming in off the street. The Rescue Mission will also be able to provide transportation to Adult Basic Education and GED preparation classes, which they currently are unable to do. The Care-a-van will also be used to provide transportation for at-risk children between home and programs such as the summer program that provides excursions 1-2 times weekly for activities such as hiking, camping canoeing, and museum exploration. The program estimates that they will be able to provide a total of 5,276 (one way) trips over the next year with the Care-a-van.

Applications from organizations that meet donation requirements but which did not score high enough to be recommended for a vehicle at this time will be kept on file and considered for future donations in 2016.

**ALTERNATIVES:**

An alternative would be to not award this vehicle, in which case, staff will sell the vehicle at auction.

**RECOMMENDATION:**

Approve Resolution No. 16-035 awarding a Care-a-van vehicle to The Rescue Mission subject to the terms and conditions of the Donation Agreement in substantially the same form as Exhibit A attached hereto.

**RESOLUTION NO. 16-035**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Donating a Surplus Vehicle to The Rescue  
2 Mission Pursuant to the Pierce Transit Care-a-van Program  
3

4 WHEREAS, By Resolution No. 15-061, the Pierce Transit Board of Commissioners adopted the Care-A-  
5 Van Program pursuant to which the Agency may donate an otherwise surplussed vehicle to a qualified non-  
6 profit organization, provided that the recipient organization agrees, among other contractual requirements, to  
7 maintain and insure the vehicle and provide and report on a certain level of transportation services to Pierce  
8 County residents and visitors sufficient to cover the approximate value of the surplus vehicle if it were  
9 otherwise sold at auction; and

10 WHEREAS, an application has been submitted by The Rescue Mission for donation of a surplus  
11 vehicle from the Care-A-Van Program; and

12 WHEREAS, The Rescue Mission is a qualified social service agency organized under and existing  
13 pursuant to the laws of the State of Washington; and

14 WHEREAS, after a competitive evaluation process, Pierce Transit staff has recommended that The  
15 Rescue Mission be the recipient of a vehicle pursuant to the terms of Pierce Transit's Care-A-Van Grant  
16 Program Agreement; and

17 WHEREAS, Pierce Transit has a surplus 2005 Ford E350XL Van, VIN 1FBNE31L15HA87776, and Pierce  
18 Transit's Maintenance Department recommends that said vehicle be surplussed and has determined that the  
19 vehicle is appropriate for donation through the Care-A-Van program; and

20 WHEREAS, the donation of the vehicle will aid The Rescue Mission in their work for the community  
21 while benefiting Pierce Transit by offsetting transportation services that would otherwise be provided by  
22 Pierce Transit at greater expense; and

23 WHEREAS, The Rescue Mission is an organization that provides help for individuals and families  
24 experiencing homelessness to assist in finding them shelter and to connect them with life sustaining  
25 resources and vocational opportunities ; and

26 WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of  
27 Pierce County that vehicle #7033 be donated to The Rescue Mission.

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

29 1. Vehicle #7033 is hereby donated to The Rescue Mission pursuant to the terms and conditions  
30 in substantially the same form as the Care-A-Van Grant Program Agreement attached hereto as Exhibit A.

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2. Once The Rescue Mission agrees to all terms of the Pierce Transit's Care-A-Van Grant Program Agreement, Pierce Transit staff is authorized to transfer title of said vehicle to The Rescue Mission.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the twelfth day of September, 2015.

PIERCE TRANSIT

\_\_\_\_\_  
Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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

AGREEMENT RELATING TO THE CONVEYANCE OF VEHICLE FOR  
TRANSIT RELATED SERVICES  
PIERCE TRANSIT CARE-A-VAN PROGRAM

THIS AGREEMENT (“Agreement”) dated as of September 12, 2016 (the “Effective Date”) is made by and between Pierce County Public Transportation Benefit Area, a Washington municipal corporation (“Pierce Transit”) and The Rescue Mission a Washington nonprofit corporation with the mission of providing access to services and support for homeless women, children, and men (the “Recipient”)(individually, a “Party” and collectively, the “Parties”) with reference to the following facts:

RECITALS

WHEREAS, Pierce Transit provides public transportation services within Pierce County, Washington; and

WHEREAS, Pierce Transit, from time to time, declares vehicles to be surplus when it has vehicles that have a useful life of more than a year, but has insufficient capacity to continue to maintain, store or insure those vehicles; and

WHEREAS, in order to support its public mission, Pierce Transit desires to increase efficiency, reduce waste and duplication of service and expand and improve the quality of reliable and accessible transportation to better serve the special or other needs of Pierce County residents or visitors to supplement the existing fixed route bus service and paratransit services operated by Pierce Transit within its service area of Pierce County, Washington; and

WHEREAS, an increase in reliable and accessible transportation services will benefit both Pierce Transit and the residents of Pierce County by increasing access to jobs and education, health care, social services and social events for Pierce County residents and better integration of all persons into the economic and social life of the community; and

WHEREAS, pursuant to Pierce Transit Board of Commissioners Resolution No. 15-061, Pierce Transit may, after a competitive evaluation process and subject to Board of Commissioners’ approval, convey title to surplus vehicles to one or more nonprofit corporations that agree to use such vehicle(s) to transport Pierce County residents and visitors on the terms and conditions set forth in this Agreement; and

WHEREAS, Recipient submitted an application to the Pierce Transit Board of Commissioners (“Application”) for a surplus vehicle that Recipient intends to use to provide 250 trips per month for a term of twelve (12) consecutive months (the “Term”) commencing on the Effective Date to individuals who live, work or travel within Pierce County, which transportation services would, if provided by Pierce Transit, exceed the value the vehicle would otherwise have generated had Pierce Transit disposed of the vehicle at public auction; and

WHEREAS, the disposition of the vehicle to Recipient on the terms and conditions set forth in this Agreement is intended to improve the transportation services available in Pierce County and enable Pierce Transit to use the cost savings to make other improvements to transportation services provided within its service area.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the Parties agree as follows:

### AGREEMENT

1. Definitions; Recitals. All capitalized terms not otherwise defined herein shall have the same definition as set forth in the Application. Each of the Recitals set forth above is by this reference incorporated herein.

2. Description of the Vehicle. Pierce Transit shall transfer its title to the following described vehicle to Recipient on the Effective Date on the express condition that Recipient provide the transportation services set forth in Section 4 this Agreement during the Term.

Make: Ford

Year: 2005

Model: E 350XL

VIN: 1FBNE31LI5H87776

Estimated Kelley Bluebook Value if sold at public auction in “good” condition: \$2,675.00

Mileage: 121,644

As used in this Agreement, the term “Vehicle” means the above-described vehicle together with copies of related maintenance records.

3. Inspection and Evaluation of the Vehicle; “AS IS” Transfer. Pierce Transit has provided Recipient with copies of maintenance records for the Vehicle. Recipient acknowledges that during the Application process it had an opportunity to inspect the Vehicle, and/or had the Vehicle inspected by qualified mechanics of its own choosing. Recipient acknowledges and agrees that Recipient has agreed to enter into this Agreement and accept title to the Vehicle based upon Recipient’s inspection and evaluation of the Vehicle and its suitability for Recipient’s intended purpose. Recipient further acknowledges and agrees that Pierce Transit does not make any representations or warranties of any kind, either express or implied, with respect to the Vehicle, including, but not limited to the size, mileage, quality, configuration or condition of, or accessories for, the Vehicle, accuracy or completeness of records for the Vehicle or compliance with federal, state or local laws, rules and regulations governing motor vehicles, including, but not limited to compliance with air emissions or safety regulations. PIERCE TRANSIT SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY OR ASSURANCE WHATSOEVER TO RECIPIENT. PIERCE TRANSIT MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE MAINTENANCE, REPAIR, CONDITION, FUNCTIONALITY, DESIGN, DEFECTS, SOFTWARE, ACCURACY OF DATA OR SENSORS, OR VALUE OF THE VEHICLE INCLUDING BUT NOT LIMITED TO (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, (C) ANY IMPLIED OR EXPRESS DUTY OF

WORKMANLIKE EFFORT, OF INDEMNIFICATION OR OF LACK OF NEGLIGENCE, OR (D) THE COMPLIANCE OF LACK THEREOF OF THE VEHICLE WITH APPLICABLE GOVERNMENTAL LAWS, RULES AND REGULATIONS, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT THE VEHICLE WILL BE TRANSFERRED AND DELIVERED TO RECIPIENT IN ITS PRESENT CONDITION AND STATE OF REPAIR, **“AS IS”, WHERE IS” WITH ALL FAULTS**. RECIPIENT ACKNOWLEDGES AND AGREES THAT PIERCE TRANSIT HAS NO OBLIGATION TO MAINTAIN, REPAIR, REPLACE OR INSURE THE VEHICLE. THERE IS NO WARRANTY OF TITLE TO THE VEHICLE.

4. Use of the Vehicle. In consideration of Pierce Transit’s transfer of all of its right, title and interest to the Vehicle, Recipient shall at all times during the Term of this Agreement:

(a) use the Vehicle solely to provide a minimum of 800 trips providing transportation services for passengers who live, work, or travel within Pierce County as described in Recipient’s application for grant of vehicle at Sec. 2, “Description of Proposed Vehicle’s Use” which is attached hereto as Exhibit A and by this reference incorporated herein. All trips must have an origin or destination within Pierce County. Recipient shall not use the Vehicle to provide general transportation services beyond those described in Section 2 and Exhibit A. Recipient shall not use the Vehicle for any other purpose during the Term of this Agreement without the prior written consent of Pierce Transit, which consent may be granted or withheld by Pierce Transit in its sole discretion.

(b) not accept advertising or use or permit the Vehicle or any transit related facilities associated with the Vehicle including transit shelters, bus stops, or maintenance or storage facilities for such Vehicle to be used in a manner that promotes or opposes a political party, the election of any candidate or group of candidates for federal, state or local government offices, or for the promotion of or opposition to any initiative, referendum or other ballot measures.

(c) at its sole cost and expense, obtain all permits, certificates, licenses and approvals that are required under applicable federal, state and local laws to operate the Vehicle to provide transportation services for persons.

(d) operate and maintain the Vehicle in a safe, sanitary and operable condition and in compliance with all applicable federal, state and local laws. All vehicle parts and accessories must be maintained in a safe and proper working condition at all times. Recipient acknowledges that the Vehicle and associated equipment is subject to inspection as required by federal and state law and may be removed from service if the Vehicle is not being operated or maintained in accordance with applicable legal requirements.

(e) ensure that all drivers operating the Vehicle are properly licensed and identified when operating the Vehicle and have the requisite training, qualification and experience to provide safe and reliable transportation to Recipient’s passengers.

(f) preserve and maintain its legal existence and remain qualified as a nonprofit corporation organized and qualified to do business in the State of Washington exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

(g) comply with all applicable federal and state nondiscrimination laws including but not limited to the Americans with Disabilities Act, as amended from time to time and Title 49.60, RCW, Washington Law Against Discrimination.

(h) not sell, transfer, donate or lease the Vehicle or otherwise allow any person who is not an employee of Recipient to operate or use the Vehicle without the express prior written consent of Pierce Transit, which consent shall not be unreasonably withheld if the proposed assignee is a nonprofit corporation with the professional qualifications, financial capacity and creditworthiness to perform the Recipient's obligations hereunder and demonstrates to the satisfaction of Pierce Transit in its sole good faith discretion that the assignee intends to use the Vehicle for a community benefit which improves the transportation services available to Pierce Transit residents comparable to the Recipient's plan of use. The proposed assignee shall also execute an assignment and assumption agreement in form and substance satisfactory to Pierce Transit. Any purported assignment that fails to comply with the requirements of this Section 4(h) shall be null and void and will have no force and effect.

In the event that Recipient fails to operate, maintain and use the Vehicle in accordance with the provisions of this Section 4, the Parties acknowledge that Pierce Transit would be damaged by such failure by the loss of the estimated sales price it would have received had the Vehicle been sold at public auction and the resulting transportation needs of the passengers Recipient had agreed to transport during the Term, which actual damages would be extremely difficult or impracticable to determine. Therefore by entering into this Agreement, the Parties acknowledge that the Estimated Fair Market Value of the Vehicle set forth in Section 2 above has been agreed upon, after negotiation, as liquidated damages and as the Parties' reasonable estimate of Pierce Transit's monetary damages in the event of a default by Recipient. Any violation of the terms of this Agreement, including, but not limited to the terms of this Section 4, shall constitute an Event of Default under this Agreement and Pierce Transit shall have the right to exercise the rights and remedies set forth in Sections 6(b) and 9 below.

5. Reports. During the Term of this Agreement, Recipient shall provide Pierce Transit with a complete and accurate report on or before the 10th of each month, containing Vehicle odometer readings, number of passengers carried, hours and miles of service and description of trip purpose(s) made by the Vehicle. For purposes of determining the number of qualifying trips, only trips that have an origin or destination within Pierce County shall be included in the monthly reports. Reports shall be submitted to Cherry Thomas, Senior Planner-Paratransit, Pierce Transit Authority, 3701 96th St SW, Lakewood, WA 98496, or emailed to [trenfro@piercetransit.org](mailto:trenfro@piercetransit.org). Recipient shall also maintain accurate and complete records relating to its ownership, operation and maintenance of the Vehicle including, but not limited to, maintenance records, drivers' logs and hours of service, and pay all fees and file all reports with federal and state regulators as may be required under applicable federal and state law.

6. Insurance and Security.

(a) At all times during the Term of this Agreement, Recipient shall, at its sole cost and expense, obtain and maintain in full force and effect, the insurance set forth in Exhibit B.

(b) As security for the performance of its obligations under this Agreement, Recipient shall deposit cash, letter of credit, a bond, or other financial security reasonably acceptable to Pierce Transit in the amount of the Estimated Fair Market Value of the Vehicle set forth in Section 2 above (the

“Deposit”). The Deposit shall be held by Pierce Transit to secure the faithful performance by Recipient of all of the terms, covenants and conditions of this Agreement to be kept by Recipient during the Term. If Recipient defaults with respect to any provision of this Agreement, including, but not limited to provisions dealing with insurance, reporting or use of the Vehicle, Pierce Transit may (but shall not be required to) use, apply or retain all or any part of the Deposit for the payment of any amount which Pierce Transit may spend by reason of Recipient’s default or to compensate Pierce Transit for any other loss or damage which Pierce Transit may suffer by reason of Recipient’s default, including, but not limited to, payment of liquidated damages in the amount set forth in Section 2 above. Pierce Transit shall not be required to keep this Deposit separate from its general funds and Recipient shall not be entitled to interest on such deposit. If Recipient shall fully and faithfully perform all of the terms and conditions of this Agreement, Pierce Transit shall return the Deposit or any balance thereof to Recipient within thirty (30) days following the expiration of the Term of this Agreement.

7. Indemnification.

(a) Recipient assumes all liability and all risk of loss resulting from its acceptance of title to the Vehicle and the use and the operation of the Vehicle in accordance with the terms and conditions of this Agreement. Recipient acknowledges and agrees that Pierce Transit shall have no liability in the event that the Vehicle or any equipment associated therewith is damaged, destroyed, lost or stolen for any reason whatsoever.

(b) Recipient agrees to protect, defend, indemnify and hold Pierce Transit and its appointed and elected officials, officers and employees harmless to the maximum extent possible under law. Accordingly, Recipient agrees for itself, its successors and assigns to protect, defend, indemnify, and hold harmless Pierce Transit, its appointed and elected officials, officers and employees from and against any and all claims, demands, causes of action, suits, sums paid in settlement of any of the foregoing, judgments, losses, damages, injuries, liabilities, penalties, enforcement actions, fines, taxes, liens, encumbrances, costs or expenses (including without limitation, reasonable attorney’s fees and costs of defense) and claims for personal injury, death or property damage which is caused by, arises out of or is related to any use of the Vehicle or the exercise of rights under this Agreement by Recipient or any of its officers, members, agents or employees. Recipient’s obligation under this Section 7 shall include: (a) Indemnification for such claims whether or not they arise from the sole negligence of either Pierce Transit or Recipient, the concurrent negligence of both Parties, or the negligence of one or more third parties; (b) The duty to promptly accept tender of defense and provide defense to Pierce Transit at Recipient’s own expense; (c) Indemnification of claims made by Recipient’s own employees or agents; and (d) Waiver of Recipient’s immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the Parties. This indemnification has been the subject of specific negotiation between the Parties and shall survive the expiration or termination of this Agreement.

In the event it is necessary for Pierce Transit to incur attorneys’ fees, legal expenses or other costs to enforce the provisions of this Section 7, all such fees, expenses and costs shall be paid by Recipient.

8. Damage or Destruction of Vehicle. In the event that the Vehicle is damaged or destroyed for any reason during the Term of this Agreement, Recipient shall immediately notify Pierce Transit of the occurrence and the extent of the damage and availability of insurance proceeds to repair or replace the Vehicle. Unless Pierce Transit agrees otherwise, the insurance proceeds shall be used solely to repair the Vehicle to substantially the condition it was in immediately prior to such damage or destruction or purchase a replacement vehicle in size and utility comparable to the Vehicle that was damaged or

destroyed in which event this Agreement shall remain in full force and effect and Recipient shall use the replacement vehicle solely for the purposes set forth in Section 4 above for the remainder of the Term of this Agreement. In the event that the Vehicle is not repaired or replaced, the insurance proceeds shall be paid first to Pierce Transit in the amount of the Estimated Fair Market Value of the Vehicle set forth in Section 2 above, the remainder shall be retained by Recipient, this Agreement shall terminate and except as otherwise expressly provided herein, neither Party shall have any further rights, duties or obligations under this Agreement

9. Events of Default; Remedies; DAMAGE EXCLUSIONS AND LIMITATIONS OF LIABILITY.

(a) The occurrence of any of the following events shall constitute an “Event of Default” under this Agreement:

(1) The failure by Recipient to (i) obtain any license, permit or certificate required under applicable law, (ii) pay any fee, or (iii) maintain the insurance required to be provided under Exhibit B to this Agreement which failure continues for a period of ten (10) days after the date such performance or payment was due; or

(2) The failure of Recipient to perform any other covenants, conditions or terms of this Agreement where such failure has continued for thirty (30) days after written notice from Pierce Transit

(b) Upon the occurrence of an Event of Default, Pierce Transit shall have the right to the following remedies:

(1) enforce the provisions of this Agreement through injunctive, declaratory or other equitable relief and/or an action for specific performance, it being understood and agreed between the Parties that the non-monetary obligations of Recipient set forth in this Agreement are unique and that monetary damages would be an insufficient remedy for their breach, and/or

(2) Obtain monetary damages in the amount of the Estimated Fair Market Value of the Vehicle set forth in Section 2 of this Agreement as liquidated damages and not as a penalty and Pierce Transit shall have the right to use and apply the Deposit in payment of such liquidated damages.

(c) Notwithstanding any other provision of this Agreement, in no event, whether as a result of breach of contract, tort liability (including negligence), strict liability or any other cause of action, shall either Party be liable to the other Party for indirect, consequential, incidental, special, punitive or exemplary damages of any nature whatsoever, including, but not limited to, losses or damages caused by reason of loss of use, lost profits or revenue, interest charges or cost of capital and each Party expressly releases the other Party therefrom.

(D) IF FOR ANY REASON PIERCE TRANSIT HAS BREACHED THIS AGREEMENT OR IS LIABLE TO RECIPIENT FOR ANY CLAIM (INCLUDING ANY TORT CLAIM), ANY DEMAND, CAUSE OF ACTION, SUIT, SUMS PAID IN SETTLEMENT OF ANY OF THE FOREGOING, JUDGMENT, LOSS, DAMAGE, INJURY, LIABILITY, PENALTY, ENFORCEMENT ACTION, FINE, TAX, LIEN, ENCUMBRANCE, COST OR EXPENSE (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY’S FEES AND COSTS OF DEFENSE) OR CLAIM FOR

PERSONAL INJURY, DEATH OR PROPERTY DAMAGE WHICH IS CAUSED BY, ARISES OUT OF OR IS RELATED TO ANY USE OF THE VEHICLE (COLLECTIVELY "CLAIMS"), RECIPIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST PIERCE TRANSIT FOR ANY BREACH OF THIS AGREEMENT OR ANY SUCH CLAIMS SHALL BE LIMITED TO THE ESTIMATED FAIR MARKET VALUE OF THE VEHICLE SET FORTH IN SECTION 2.

(e) The remedies provided in this Section 9 are intended to be in addition to, and not in lieu of, any other remedies available to Pierce Transit at law and in equity, and Pierce Transit shall have, in addition to the remedies set forth in this Section, all such remedies at law and in equity.

10. Miscellaneous.

(a) This Agreement including Recipient's Application, Exhibits A through B which are attached hereto and by this reference incorporated herein, sets forth the entire agreement of the Parties as to the subject matter hereof and supersedes all prior discussions, negotiations and understandings between them, both oral and written. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by either Party. This Agreement may not be amended or rescinded in any manner except by a non-electronic record signed by a duly authorized officer or representative of each Party hereto. The Parties agree that this Agreement shall not be amended in any manner by any course of dealing between the Parties.

(b) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington. In the event any action is brought to enforce any of the provisions of this Agreement, the Parties agree to be subject to exclusive in personam jurisdiction in the Pierce County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively in Pierce County, Washington.

(c) Should any of the provisions of this Agreement be found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be stricken and the remainder of this Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the allocation of rights, duties and obligations of the Parties under this Agreement.

(d) No delay or forbearance by a Party in exercising any right or remedy accruing to such Party upon the occurrence of any breach or default by the other Party under this Agreement shall impair any such right or remedy of such Party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. No waiver of any right under this Agreement shall be effective unless contained in writing signed by a duly authorized officer or representative of the Party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or of any other right arising under this Agreement.

(e) The Parties acknowledge that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the product of the Parties' negotiations. Each Party represents and warrants that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties intend that this Agreement is deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement, therefore, should not be construed against any Party on the grounds that such Party drafted or was more responsible for drafting such provision.

(f) The headings and titles of the articles, sections and paragraphs of this Agreement shall not be deemed to limit or supersede any of the terms or provisions of this Agreement. As used in this Agreement the masculine shall include the feminine and neuter, the feminine shall include the masculine and neuter, the neuter shall include the masculine and feminine, the singular shall include the plural and the plural shall include the singular, as the context may require.

(g) The Parties are independent contractors for all purposes, and nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership, or impose a trust or partnership obligation or liability on or with regard to either Party except that of parties to a contract. Each Party to this Agreement is individually responsible for its own covenants, obligations and liabilities under this Agreement. Each Party shall act hereunder only in its individual capacity and shall not be authorized to act as agent or representative of the other Party nor have the power or authority to bind the other Party for any purpose. No Party shall represent to anyone that it has the authority to bind the other Party, or make any other representation about or on behalf of any other Party.

(h) The provisions of this Agreement are intended solely for the benefit of, and may only be enforced by, the Parties hereto, and their respective successors and permitted assigns. None of the rights or obligations of the Parties herein set forth (or implied) is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right, whatsoever upon or otherwise inure to the benefit of any other person, including but not limited to, any worker, supplier, mechanic, insurer, surety, passenger, customer, invitee, member of the public or other third parties having dealings with either of the Parties or involved, in any manner, with the Vehicle.

(i) Each of the Parties shall from time to time execute and deliver all further documents and instruments and do all things and acts as the other Party may reasonably require to effectively carry out, clarify or more completely evidence or perfect the full intent and meaning of this Agreement.

(j) All notices or requests required or permitted under this Agreement shall be in a non-electronic record (except for notices delivered by facsimile), shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier or by facsimile transmission and shall be deemed given when so delivered, received or faxed (provided the fax machine has issued a printed confirmation of receipt). All notices or requests shall be sent as follows:

If to Pierce Transit:

Tim Renfro, ADA Administrator  
3701 96<sup>th</sup> St. SW  
Lakewood, WA 98499-4431

With copies to:

Dana Henderson, General Counsel  
3701 96<sup>th</sup> St. SW  
Lakewood, WA 98499-4431

If to Recipient :

With a copy to:

Any Party may change the address to which notices shall be sent by notice to the other Party in the manner and with the effect set forth in this Section 10 (j).

(k) Time is of the essence in the performance of each Party's obligations under this Agreement.

(l) WAIVER OF JURY TRIAL. PIERCE TRANSIT AND RECIPIENT HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PIERCE TRANSIT OR RECIPIENT AGAINST THE OTHER.

(m) Each person executing this Agreement in a representative capacity acknowledges, represents and warrants that he or she is an official representative of the entity in whose name he or she is executing this Agreement and that he or she possesses full and complete authority to bind such entity to the full and faithful performance of all conditions, terms, provisions, covenants, warranties and representations as contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

PIERCE TRANSIT

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

RECIPIENT: The Rescue Mission

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## EXHIBIT A

### Description of Proposed Vehicle's Use

*The Rescue Mission* serves impoverished homeless women, men, and children by providing access to life sustaining food, shelter, care and support. The agency estimates they will be able to double their current Search and Outreach program from 2 to 4 nights weekly. This program seeks and gets homeless individuals off the street. The Rescue Mission will also be able to provide transportation to Adult Basic Education and GED preparation classes, which they currently are unable to do. The Care a van will also be used to provide transportation for at risk children between home and programs such as the summer program that provides excursions 1-2 times weekly for activities such as hiking, camping canoeing, and museum exploration. The program estimates that they will be able to provide a total of 5,276 (one way) trips over the next year with the Care a van.

## EXHIBIT B

### Insurance

Prior to the Effective Date of this Agreement and delivery of a certificate of title to the Vehicle, Recipient shall procure and maintain, for the Term of this Agreement, insurance or coverage against claims for damage to the Vehicle and injuries to persons or damage to property which may arise from and in connection with the rights and privileges granted by this Agreement to Recipient.

By requiring such minimum insurance coverage, Pierce Transit shall not be deemed or construed to have assessed the risks that may be applicable to Recipient under this Agreement. Recipient shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

For All Coverages: The cost of such insurance shall be paid by Recipient. Each insurance policy shall be written on an "Occurrence Form" and Recipient shall be responsible for all deductibles.

(a) Minimum Scope and Limits of Insurance. Recipient shall carry bodily injury and property damage liability insurance covering the Vehicle with a minimum limit of \$1,000,000 combined single limit coverage, \$2,000,000 aggregate. The insurance policy must include a "uniform motor carrier bodily injury and property damage liability certificate of insurance" endorsement and the insurance agency or company must submit evidence of insurance on a "uniform motor carrier bodily injury and property damage liability certificate of insurance (Form E)". Recipient shall also carry worker's compensation insurance, as required by the Industrial Insurance Act of the State of Washington and such other insurance as may be required under applicable federal and state law for persons providing the transportation services described in the Agreement.

(b) Deductibles and Self-Insured Retentions. The deductible and/or self-insured retention of the policies shall not limit or apply to Recipient's liability to Pierce Transit and shall be the sole responsibility of Recipient.

(c) Other Insurance Provisions. The insurance policies required in this Agreement (other than worker's compensation) are to contain, or be endorsed to contain the following provisions:

1. Pierce Transit, its appointed and elected officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Recipient in connection with this Agreement.

2. Insurance coverage shall be primary insurance as respects Pierce Transit, its appointed and elected officers, officials, employees and agents. Any insurance and/or self-insurance maintained by Pierce Transit, its officers, officials, employees or agents should not contribute with Recipient's insurance or benefit Recipient in any way.

3. Recipient's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(d) All Policies: Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits prior to the expiration date of this Agreement, unless thirty (30) days prior notice, return receipt requested, has been given to Pierce Transit and the Washington State Utilities and Transportation Commission, if required. The thirty (30) day notice period will commence to run from the date notice is actually received by Pierce Transit and/or the Commission.

(e) Acceptability of Insurers. All insurance must be placed with an insurance company authorized to issue insurance in the state of Washington. Unless otherwise approved by Pierce Transit, insurance is to be placed with insurers with a Best's rating of no less than A: VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII. If at any time, any of the foregoing policies shall fail to meet the above minimum standards, Recipient shall, upon notice to that effect from Pierce Transit, promptly obtain a new policy and shall submit the same to Pierce Transit, with certificates and endorsements for approval.

(f) Verification of Coverage. Recipient shall furnish Pierce Transit with the certificates of insurance required by this Exhibit B prior to transfer of title to the Vehicle.