



Revised 11/10/16

PIERCE TRANSIT BOARD MEETING
Training Center, Rainier Room
3720 96th Street SW, Lakewood, WA
November 14, 2016, 4:00 PM

AGENDA

A Special Study Session will be held prior to this meeting at 3:00 p.m.

CALL TO ORDER

ROLL CALL

PRESENTATIONS ~ None

PUBLIC COMMENT

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

PUBLIC HEARING

(Citizens wishing to provide comment will be given three minutes to comment on the subject of the public hearing(s).)

1. 2017 Proposed Budget Kathy Sullivant
Finance Manager
2. Elimination of Route 495 Title VI Max Henkle
Senior Planner
3. Comprehensive Route Analysis Peter Stackpole
Service Planning Assistant Manager

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, October 31, 2016
2. Minutes: Regular Board Meeting & Study Session of October 10, 2016
3. FS 16-070, A Resolution Authorizing Adoption of the 2017 State Legislative Priorities

ACTION AGENDA

1. FS 16-071, A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute an Interlocal Agreement with the Pierce County Sheriff's Department (PCSD) for Law Enforcement Services

Doug Middleton
Executive Director of Maintenance

STAFF UPDATES/DISCUSSION

- CEO's Report

Sue Dreier

INFORMATIONAL BOARD ITEMS

- Chair Report
- Sound Transit Update
- Commissioners' Comments

Chair Keel
Commissioners Strickland or McCarthy

EXECUTIVE SESSION

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

Real Estate, pursuant to RCW 42.30.110 (1) (b) and (c)

OTHER BUSINESS

1. FS 16-072, A Resolution Authorizing the Sale of Surplus Real Property Zoned C2 Located at 9505 South Tacoma Way, Lakewood, WA and Authorizing the Chief Executive Officer to Enter Into and Execute a Purchase and Sale Agreement with Parminder Bhatti

ADJOURNMENT



**PIERCE TRANSIT
NOTICE OF PUBLIC HEARING
PROPOSED 2017 BUDGET**

A public hearing will be held as part of the Board of Commissioners' meeting on Monday, November 14, 2016 at 4:00 PM. The meeting will be held at the Pierce Transit Training Center, Rainier Conference Room, located at 3720 96th ST SW, Lakewood, Washington. The purpose of the Public Hearing is to obtain comment and feedback from citizens on the proposed 2017 Budget.

The proposed Budget may be viewed on the Agency's website at <http://www.piercetransit.org/documents> and is also on file in the Budget Office located at 3701 96th ST SW, Lakewood, WA. Questions and written comments pertaining to the proposed Budget should be submitted to:

Kelli Dion, Budget Assistant Manager
PO Box 99070
Lakewood, WA. 98496-0070
Or calling 253-983-3344

Registered SHUTTLE customers may obtain specialized transportation to and from the hearing by calling SHUTTLE AT 253-581-8000, press 1, press 2, and then press 1, from one to five days in advance of the hearing. An interpreter for the hearing impaired will be provided upon request with a minimum notice of five days.

Deanne Jacobson, CMC
Clerk of the Board

Published in the Tacoma Daily Index and Tacoma News Tribune on Wednesday, November 2, 2016.



**PIERCE TRANSIT
NOTICE OF PUBLIC HEARING
IMPACTS TO MINORITY AND/OR LOW INCOME POPULATIONS
DUE TO THE ELIMINATION OF ROUTE 495 (Title VI Analysis)**

A public hearing will be held as part of the Board of Commissioners' meeting on November 14, 2016. The meeting begins at 4:00 p.m. and is held in the Pierce Transit Rainier Conference Room, 3720 96th Street S.W., Lakewood, Washington.

Pierce Transit eliminated Route 495 providing service from the Puyallup Sounder Station to South Hill in September 2015. The route was replaced by Sound Transit's Route 580. The purpose of the public hearing is to allow public comment on the Title VI analysis of impacts to minority and/or low income populations (if any) due to the elimination of Route 495.

More information can be obtained at www.piercetransit.org. If you are unable to attend the public hearing, please forward comments by November 11, 2016 to:

Pierce Transit – Transit Development Department
ATTN: Max Henkle, Senior Planner,
P.O. Box 99070, Lakewood, Washington 98496-0070 or
mhenkle@piercetransit.org

Registered SHUTTLE customers may obtain specialized transportation to and from the hearing by calling SHUTTLE at 253-581-8000, option 2, from one to five days in advance of the hearing. An interpreter for the hearing impaired will be provided upon request with a minimum notice of five days' notice.

Deanne Jacobson, CMC
Clerk of the Board

Published in the Tacoma Daily Index and Tacoma News Tribune on Wednesday, November 2, 2016.



**PIERCE TRANSIT
NOTICE OF PUBLIC HEARING
COMPREHENSIVE NETWORK ANALYSIS**

A public hearing will be held as part of the Board of Commissioners' meeting on November 14, 2016. The meeting begins at 4:00 p.m. and is held in the Pierce Transit Rainier Conference Room, 3720 96th Street S.W., Lakewood, Washington. The purpose of the hearing is to allow public comment on the preferred bus network restructure developed from the comprehensive network analysis.

Pierce Transit conducted a comprehensive network analysis of its fixed route bus service to develop service improvements and efficiencies. The preferred alternative includes bus routes that may be expanded, eliminated, or consolidated. The public hearing is to allow public comment on the potential route and schedule changes in addition to the Title VI analysis of the impact (if any) of the preferred bus network restructure on minority and low income populations

More information can be obtained at www.piercetransit.org. If you are unable to attend the public hearing, please forward comments by November 11, 2016 to:

Pierce Transit – Transit Development Department
ATTN: Max Henkle, Senior Planner,
P.O. Box 99070, Lakewood, Washington 98496-0070 or
mhenkle@piercetransit.org

Registered SHUTTLE customers may obtain specialized transportation to and from the hearing by calling SHUTTLE at 253-581-8000, option 2, from one to five days in advance of the hearing. An interpreter for the hearing impaired will be provided upon request with a minimum of five days' notice.

Deanne Jacobson, CMC
Clerk of the Board

Published in the Tacoma Daily Index and Tacoma News Tribune on Wednesday, November 2, 2016.

**PIERCE TRANSIT
BOARD OF COMMISSIONERS SPECIAL STUDY SESSION
JOINT MEETING WITH THE COMMUNITY ADVISORY TRANSPORTATION GROUP
MINUTES**

October 10, 2016

CALL TO ORDER

Vice Chair Henderson called the special joint meeting to order at 3:05 pm.

Commissioners present:

Don Anderson, City of Lakewood Mayor
Daryl Eidinger, City of Edgewood Mayor (*representing Fife/Milton/Edgewood*)
Nancy Henderson, Town of Steilacoom Councilmember
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)
Ryan Mello, City of Tacoma Councilmember
Heather Shadko, City of Puyallup Councilmember
Marilyn Strickland, Mayor of the City of Tacoma (*arrived at 3:08 p.m.*)
Rick Talbert, Chair of the Board, Pierce County Councilmember (*arrived at 3:13 p.m.*)

Commissioners excused:

Kent Keel, City of University Place Mayor Pro Tem
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

Staff excused:

Kristol Bias, Records Coordinator/Deputy Clerk of the Board

Community Transportation Advisory Group members present:

Tommy Manning
Sandy Paul
Chris Karnes, Chair
Steve Schenk

INTRODUCTIONS

Vice Chair Henderson thanked the CTAG members for attending the joint meeting. The Commissioners and members of the CTAG introduced themselves.

DISCUSSIONS

Comprehensive Route Analysis and Restructure Alternatives

Transit Development Manager Jay Peterson gave a brief overview of Mr. Wittmann's (*Commissioner Strickland arrived at 3:08 p.m.*) experience and past projects he has worked on.

Nelson Nygaard Consultant Thomas Wittmann discussed the foundation that the Comprehensive Route Analysis was conducted (*Commissioner Talbert arrived at 3:13 p.m.*), noting that the system was designed decades ago and the system needs to be redesigned to meet the traveling needs of the region now and in the future. He noted that his company met with members of the Board and the public, and overwhelmingly, increased frequency and weekend service were common themes.

Mr. Wittmann explained two different alternatives proposed to improve service in the region:

Alternative 1 would cause the least amount of disruption for current riders; Alternative 1 does not increase span of service, but does add 35,000 hours and allows for some frequency increases on thirteen routes. The top priorities for this Alternative are to ensure that all urban routes have 30-minute peak service and every urban route having 30-minute midday service. No weekday evening or any weekend improvements in span or frequency are recommended in Alternative 1.

Alternative 2 ultimately improves the system to restructure the route network and trims less productive service. Passengers would benefit from 30-minute frequency on all trunk and urban routes with the exception of Route 501, and also receive longer span of service until 10:00 p.m. on weekdays. In order to achieve this, routes were consolidated or converted. The routes that are slated to be consolidated and combined were reviewed.

A question and answer period ensued about the impacts the route consolidation will have on the passengers. It was noted that overall passengers will gain more frequency and, at most, may have to walk ¼ mile to a bus stop. It was also noted that Alternative 1 and 2 will not impact special events such as the Freedom Fair and other similar events.

Upon inquiry, Consultant Wittmann explained how the analysis was formed, indicating that ridership data, density and travel patterns were utilized.

Commissioner Shadko expressed concern that the alternatives do not give good options for riders to travel from Puyallup to Tacoma. She noted that she would like to see more options for riders in the County.

Commissioner Strickland noted that one of Pierce Transit's challenges is that it operates at 6/10 percent sales tax and it's hard to balance service throughout the county where there isn't high ridership.

A short discussion ensued with regards to extending transit service to Joint Base Lewis McChord military base. Consultant Wittmann noted that he has not seen a successful fixed route system operate on military base. It was noted that changes to the Route 3 in Lakewood would give more frequent service to Madigan Hospital and American Lake Medical Center.

A discussion ensued about what is the difference between the sprawl in Lakewood versus the sprawl in Puyallup. Consultant Wittmann noted that the routes in Lakewood have higher ridership than in Puyallup and can support 30-minute service.

Upon inquiry, Consultant Wittmann reviewed the routes that would be consolidated in Lakewood.

A short discussion ensued about whether there could be an opportunity to consolidate routes in Puyallup to increase span. Consultant Wittmann noted that they did not feel it would be fundamentally better.

At the end of the discussion, Consultant Wittmann explained the difference between Alternatives 1 and 2, noting that Alternative 2 improves ridership, attracts ridership and span, and has a better correlation with the Agency's long-range plan. He reviewed the timeline, with Board adoption scheduled for December 12, 2016.

Vice Chair Henderson thanked the consultant for the study and suggested that the proposed Alternatives graphs depict the current system and what it would be changed to.

Chief Executive Officer Sue Dreier noted that she feels it is necessary to grow ridership and there will probably be growing pains for the agency as far as service.

Commissioner Strickland reminded the Board that there are many people in poverty that rely on the system.

There was consensus by some of the Board Members to move forward with Alternative 2. The Board is scheduled to approve the system re-design at their December 12, 2016 Board Meeting.

CTAG Chair Chris Karnes noted that the CTAG supports Alternative 2.

At the conclusion of the meeting, Vice Chair Henderson thanked the CTAG for their help and support.

ADJOURNMENT

Commissioners Strickland and Eidinger **moved** and seconded to adjourn the meeting at 4:27 pm.

Motion **carried**, 7-0

Deanne Jacobson
Assistant to the CEO/ Clerk of the Board

Kent Keel, Vice Chair
Board of Commissioners

**PIERCE TRANSIT
BOARD OF COMMISSIONERS
MINUTES**

October 10, 2016

CALL TO ORDER

Vice Chair Henderson called the meeting to order at 4:34 p.m.

Commissioners present:

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*)
Rick Talbert, Pierce County Councilmember

Commissioners excused:

Kent Keel, Chair of the Board, City of University Place Mayor Pro Tem
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

Staff excused:

Kristol Bias, Records Coordinator/Deputy Clerk of the Board

SPECIAL INTRODUCTION

Sue Dreier introduced Mike Griffus, Director of Service and Delivery and Support, and welcomed him to Pierce Transit.

On behalf of the Board, Vice Chair Henderson welcomed Mr. Griffus.

PRESENTATIONS

September Operator of the Month ~ Victor Santiago

There was no presentation on this item. The Operator was unable to appear at the meeting.

Overview of ST3 Ballot Measure

Chelsea Levy, Sound Transit Government and Community Relations Officer, presented on the Sound Transit 3 Ballot Measure. Ms. Levy highlighted the benefits of the measure throughout the South Sound region and specifically in the Pierce County area; namely:

- Builds 62 more miles of light rail;
- Establishes bus rapid transit (BRT);
- Extends Sounder south line from Lakewood to DuPont to serve Joint Base Lewis McChord (JBLM); and
- Improves bicycle and pedestrian trails.

Ms. Levy explained that tax dollars collected by Pierce County citizens will go only towards Pierce County improvements; not the entire system.

She reported that Sound Transit would invest \$60,000,000 in Pierce Transit's High Capacity Transit on Pacific Highway, which is still in the planning stages.

Upon inquiry, Ms. Levy explained the subarea equity and what the deliverables were in the Sound Transit 2 package.

Commissioner Mello noted his support for the project and the benefits that it will bring to the region. He noted that there will be continual transit improvements that will help improve congestion on a regular basis; the region will not have to wait until 2030 to see improvements to congestion in the South Sound region.

Commissioner Strickland noted that she believes that these kinds of infrastructure investments will vastly improve the job market.

Upon inquiry, Ms. Levy explained how the project would be funded and the cost to the taxpayer.

Commissioner Anderson raised skepticism about the cost of the project to the taxpayer.

Commissioner Strickland noted she will email him a document that explains the costs.

Community Transportation Advisory Group (CTAG) ~ 3rd Quarter Update

Chris Karnes, CTAG Chair, reported on the projects/work that the group has been working on. He noted that they are willing and eager to participate in projects.

Commissioner Talbert noted that he would like to see free or reduced transit fees for educational institutions.

Transit Development Manager Jay Peterson noted that staff is working on a one-year pilot program with Tacoma Community College to offer reduced fare options to students.

Vice-Chair Henderson noted that she would like to see this type of program explored for Pierce College campuses too.

Financial Report

Kelli Dion, Budget Assistant Manager, gave a presentation on the quarter financials, reviewing sales tax collections trends through June 2016, reviewing agency expenditures through June of 2016, (*Commissioner Talbert left the meeting at 5:15 p.m.*) and forecasts for future sales tax collections. In addition, Ms. Dion reported on special event services that Pierce Transit has provided throughout communities in Pierce County, such as the Washington State Fair, Joint Base Lewis McChord Air Show and Warrior Expo, to name a few.

Commissioner Shadko noted that she appreciates Pierce Transit providing service to the Washington State Fair.

2017 Legislative Priorities

Dan Pike, Executive Director of Planning and Community Development, reviewed the proposed 2017 State Legislative Priorities. He noted that the proposed priorities are scheduled for adoption at the November 14, 2016, Board Meeting.

PUBLIC COMMENT

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

Walt Hurd, Tacoma, reported that the last two Wednesdays he incurred at 21st at Pacific, the bus is standing room only around the 6:00 pm hour and there needs to be more frequency on this route.

Mr. Hurd also suggested that modifications be made to the 594.

Cinderella Helga submitted written comments in advance of the meeting.

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**, 6-0.

1. Approval of Vouchers, October 3, 2016
 - Operating Fund #10
 - Self-Insurance Fund #40
 - Capital Fund #90
 - Voucher CK Nos. 351650 through 352263
 - Advance Travel Checks 1125 through 1146
 - Wire Nos. 1792 through 1809
 - Total \$11,791,456.74

2. Minutes: Regular Board Meeting of September 12, 2016
3. FS 16-063, Approved Resolution No. 16-036, authorizing the Chief Executive Officer to enter into and execute a Regional Transit ORCA Marketing and TDM Project Agreement with King County Metro Transit Division to Implement TDM Programs.
4. FS 16-064, Authorized the Chief Executive Officer to enter into and execute Amendment No. 1 to Task Order No. 3 with Wiss, Janney, Elstner and Associates for a total approved amount of \$69,518.94 for electrical engineering and design services to add light fixture replacement, lighting controls, and design for electric vehicle charging stations for the TDS Mid-Life Maintenance project.
5. FS 16-065, Authorized the Chief Executive Officer to enter into and execute Task Order Nos. 3, 4, 5, and 6 to the Master On-Call Agreement with Gray and Osborne for Architect/Engineering Services Related to four transit center renewal projects: SR-512 Transit Center, 72nd Street Transit Center, Tacoma Mall Transit Center, and Tacoma Community College (TCC) Transit Center and Park-and-Ride in the amount of \$ 501,089.60.
6. FS 16-068, Approved Resolution 16-039, adopting the Region 5 - All Hazard Mitigation Plan – 2015-2020 Edition and the Pierce Transit Addendum to the Region 5 Hazard Mitigation Plan; and updating the 2004 Pierce County Natural Mitigation Plan in substantially the same form as Exhibit A.

ACTION AGENDA

(Agenda re-order - the Board agreed to hear Item No. 2 as the first item of business.)

1. FS 16-067, A Resolution Authorizing The Chief Executive Officer to Enter Into and Execute a Purchase and Sale Agreement with DMG Group for Sale of the Property Located at 415 East 25th Street in Tacoma, Washington.

Commissioners Eidinger and Strickland **moved** and seconded to authorize Pierce Transit to enter into and execute a purchase and sale agreement with DMG Group for sale of the property located at 415 East 25th Street in Tacoma, Washington, in substantially the same form as Exhibit A.

Dan Pike, Executive Director of Planning and Community Development, reported on the proposed project, highlighting the amenities of the proposed project and the benefits to the community. He reviewed the timeline of the project.

A short question and answer period ensued regarding whether there will be an allocation for low-income housing and how will Pierce Transit use the proceeds from the sale of the property.

Motion **carried**, 6-0.

2. FS 16-066, Authority to Enter Into and Execute a Development and Option Agreement for the Lease of Real Property with Multi-Service Center for a Portion of the Property Located at

1319 East 72nd Street, Tacoma, Washington, for Development of Housing for Veterans, Following Approval by the Federal Transit Administration

Dan Pike, Executive Director of Planning and Community Development, (*Commissioner Mello left the meeting at 5:40 p.m.*) provided an overview of the project. He introduced developer Mark Thometz from Shelter Resources Inc., and Robin Corak, Executive Director of Multi-Service Center (MSC).

Ms. Corak gave an overview of Multi-Services background and experience with developing affordable housing for veterans. She noted that she estimates that 75 percent of the residents would be eligible for subsidized housing. It was noted that there will be 2 and 3 bedroom housing options available for families.

Mr. Pike reviewed the key elements to the option agreement and reviewed the timeline and next steps needed to develop the project.

A question and answer period ensued about the following matters:

- Demographics of the facility with regards to occupancy of single individuals or families and turnover rate;
- Overall sustainability of the project and purpose of the project;
- Cost of development, i.e., private versus public money; and
- Services that will be provided to residents.

Commissioners Eiding and Strickland **moved** and seconded to approve Resolution No. 16-037, authorizing Pierce Transit to enter into and execute a Development and Option Agreement for the Lease of Real Property with Multi-Service Center regarding Development of a portion of the property at 1319 East 72nd Street, Tacoma, Washington, for development of housing for Veterans, following approval by the Federal Transit Administration.

Motion **carried**, 5-0.

STAFF UPDATES/DISCUSSIONS

CEO Report

Sue Dreier, Chief Executive Officer, reported on the following item(s):

Pierce Transit received a Sandbox grant for \$205,000 to assist with the development of on-demand ride services with companies such as Uber, Lyft and traditional taxis to connect people to bus lines within certain areas through the use of app-based technology.

INFORMATIONAL BOARD ITEMS

Chair Report

Vice Chair Henderson congratulated (*Commissioner Eiding left the meeting at 6:03 p.m.*) Pierce Transit for being honored with the Transit Innovation Award for piloting the Mobileeye Collision Avoidance System.

Commissioner Henderson also thanked Pierce Transit staff members for recent community outreaches that have been conducted throughout the community.

Sound Transit Update

None.

Commissioners' Comments

None.

EXECUTIVE SESSION

None.

ADJOURNMENT

Vice Chair Henderson adjourned the meeting at 6:05 pm.

Deanne Jacobson
Assistant to the CEO/ Clerk of the Board

Kent Keel, Chair
Board of Commissioners

FACT SHEET

TITLE: A Resolution Authorizing the Adoption of the 2017 State Legislative Priorities

DIVISION: Planning & Community Development

ORIGINATOR: Alexandra Fastle
Government & Community Relations
Officer

PRECEDING ACTION:

COORDINATING DEPARTMENT:

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed 2017 State Legislative Priorities

BUDGET INFORMATION

2016 Budget Amount
\$0

Required Expenditure
\$0

Impact
\$0

Explanation: N/A

BACKGROUND:

Since July of 2016, the Pierce Transit Government Relations staff in conjunction with the Agency's state lobbyist has been soliciting feedback from Pierce Transit department leadership on legislative issues impacting the Agency as well as opportunities to support growth and innovation throughout the PTBA. Identified priorities were first presented to the Executive Finance Committee during the September 22, 2016 meeting. Based on that feedback, updated priorities were then presented to the full Board of Commissioners on October 10, 2016.

The Washington State Legislature will convene its 2017 Regular Session on January 9, 2017. This resolution seeks Board adoption of the 2017 State Legislative Priorities, attached as Exhibit A, and authorizes staff to pursue the policies set forth therein to support Pierce Transit's mission while working to mitigate potentially harmful impacts to the Agency. As issues arise during the legislative session, Pierce Transit Government Relations staff and consultants will seek further guidance from the Board's Executive Finance Committee and full Board of Commissioners, as appropriate. Staff will give regular communications and time-sensitive updates to the Board during the legislative session and call upon Board members to assist in advancing Pierce Transit's highest priorities when appropriate and necessary.

ALTERNATIVES:

Do not approve the 2017 State Legislative Priorities.

RECOMMENDATION:

Approve Resolution No. 16-041, Authorizing adoption of the 2017 State Legislative Priorities, as presented in Exhibit A.

RESOLUTION NO. 16-041

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Adoption of the
2017 State Legislative Priorities

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

WHEREAS, priorities were presented to the Executive Finance Committee on September 22, 2016; and

WHEREAS, updated priorities were presented to the full Board of Commissioners on October 10,
2016; and

WHEREAS, the State Legislature will convene the 2017 legislative session on January 9, 2017; and

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

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

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

Section 1. The Board herewith adopts the Pierce Transit 2017 Legislative Priorities, attached hereto
as Exhibit A.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
the 14th day of November, 2016.

PIERCE TRANSIT

Kent Keel, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

Proposed 2017 State Legislative Priorities

Pierce Transit improves people's quality of life by providing safe, reliable, innovative, and useful transportation services that are locally based and regionally connected.

Pierce Transit's 2017 State Legislative priorities encourage the development of public policies that support transit investment while positioning the agency toward dynamic service delivery and expansion throughout the region.

1) Retain \$15 million secured during FY15 legislative session for the Pacific Ave. High Capacity Transit Corridor

In FY15, Pierce Transit successfully secured \$15 million for the study, design and implementation of high capacity transit (HCT) on the SR-7/Pacific Avenue corridor. Pierce Transit will work to ensure these funds remain available for their intended purposes, to support the expansion of bus service and accessibility in the Pierce Transit service area.

2) Tolling Parity

Pierce Transit spent \$171,464.01 on tolls for Tacoma Narrow's bridge crossings in 2015. Recognizing the exceptions made for other transit counterparts, including Vanpool customers, and tolling centers across the state, Pierce Transit, in partnership with emergency responders, seeks tolling parity for all Tacoma Narrow's bridge use for Pierce Transit fixed route, SHUTTLE, Vanpool and fleet support vehicles.

3) Capital Investment for Electric Vehicle (EV) Buses and Related Infrastructure

In June 2016, Pierce Transit was awarded a \$2.55 million federal Low and No Emissions grant for the purchase of two electric buses and related infrastructure. Recognizing the opportunity to build on this investment, and in response to the state Legislature's clean fuels mandate, Pierce Transit requests \$4 million to support the implementation of electric vehicle charging infrastructure around Pierce Transit's headquarters and select properties as we purchase additional electric vehicles in the coming years.

4) Vanpool Investment

Pierce Transit's Vanpool program alleviates congestion, reduces pollution and fosters a better quality of life for workers and employers in the Pierce County region. Pierce Transit, in conjunction with WSTA, supports the expansion of the **Vanpool Investment Grant program** and the **Regional Mobility Grant program**, ensuring predictable and sustainable resources for robust operations and future growth.

5) Supporting Greater Inclusion of Public Transit's Voice in the Land Use Discussion: Addressing Challenges of Low-Density Development and Bus Service

As the Puget Sound continues to grow at an unprecedented rate, consideration of transportation is an essential part of planning. Pierce Transit strongly encourages the inclusion of a public transit perspective and insight throughout the development and zoning process of land use policies that include effective transit service in future development.

Ongoing Issues to Monitor:

- **Open Public Meetings Act**
- **Expanding Job Order Contracting to Include Transit Agencies**
- **Department of Revenue Public Works Direct Sales Tax Payments**
- **Local Government Audit Processes**
- **Addressing the Expense and Effect of Public Records Requests**

FACT SHEET

TITLE: A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute an Interlocal Agreement with the Pierce County Sheriff's Department (PCSD) for Law Enforcement Services

DIVISION: Service Delivery and Support

ORIGINATOR: Doug Middleton
Executive Director of Maintenance

PRECEDING ACTION:

Resolution No. 07-012, Authority to Execute a Contract for Fulltime Law Enforcement Services with Pierce County Sheriff's Department; Resolution No. 10-004, Authority to Amend the 2010 Operating Budget and to Amend the Contract for Fulltime Law Enforcement Services with Pierce County Sheriff's Department; Resolution No. 11-025, Authority to Amend the Contract for Fulltime Law Enforcement Services With Pierce County Sheriff's; Resolution No. 14-049, Authorization of Amendment 3 to the Police Services Contract for Transit Policing and Emergency and Security Related Services.

COORDINATING DEPARTMENT: Service Delivery and Support, Public Safety

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed ILA for Law Enforcement Services

BUDGET INFORMATION

2017 Proposed Budget Amount
\$ 3,510,642

2017 Required Expenditure
\$ 3,510,642
Total Expenditure Range
\$18,269,522 to \$19,398,513

Impact

Explanation: Note that this is a five year agreement; the cost for services increases annually and is explained in further detail below.

BACKGROUND:

In order to provide greater quality of service to transit passengers and employees, Pierce Transit entered into an Interlocal agreement for law enforcement services with Pierce County on May 23, 2007, and subsequently amended that agreement on June 11, 2010, January 24, 2012, and December 4, 2014. After evaluating Pierce Transit's need for law enforcement services, Pierce Transit seeks to enter into a new Interlocal Agreement with Pierce County to provide law enforcement services.

Under this agreement, Pierce County will provide sixteen (16) full-time patrol deputies at a cost of \$2,593,952, two (2) sergeants at a cost of \$354,196, one (1) Deputy Chief at a cost of \$195,092, one (1) Chief of Public Safety at a cost of \$195,092, and one (1) K9 unit at a cost of \$172,310 for a total cost of \$ 3,510,642 in 2017. These rates apply to fully trained deputies and include all related deputy expenses, equipment, and vehicles. PCSD staff assigned to Pierce Transit and included in Exhibit A will be fully trained through the PCSD, and will be supervised by and through the command/liaison, deputy and sergeant positions. In addition to the staffing levels above, Pierce Transit may request additional special services at a cost negotiated between Pierce Transit and the County.

Annual cost increases shall be the prior year's base, plus two percent (2%) or the growth in the previous year's July to June Seattle Consumer Price Index for Urban Consumers (PCI-U), not to exceed five percent (5%).

ALTERNATIVES:

Elect not to authorize the new interlocal agreement with Pierce County for law enforcement services; this course is not recommended as Pierce Transit would be without sufficient law enforcement support.

RECOMMENDATION:

Approve Resolution No. 16-042, authorizing the Chief Executive Officer to enter into and execute an Interlocal Agreement with the Pierce County Sheriff's Department for Police Services, with an effective date of January 1, 2017 and extending through December 31, 2021.

RESOLUTION NO. 16-042

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Authority to Enter Into an Interlocal Agreement with the Pierce County Sheriff's Department (PCSD) for Law Enforcement Services

WHEREAS, an interlocal agreement with Pierce County Sheriff's Department is authorized by the Interlocal Cooperation Act, RCW. 39.34; and

WHEREAS, by Resolution No. 07-012, approved on the 12th day of February, 2007, the Board of Commissioners of Pierce Transit authorized execution of a contract for fulltime law enforcement services with Pierce County Sheriff's Department which has been amended over time; and

WHEREAS, Pierce Transit has requested the County provide certain law enforcement services to Pierce Transit; and

WHEREAS, the County has the resources necessary through the Pierce County Sheriff's Department (PCSD) to provide law enforcement services to Pierce Transit; and

WHEREAS, after evaluating the scope of Pierce Transit's need for law enforcement services, Pierce Transit seeks to enter into a new Interlocal Agreement ("Agreement") for a new scope of work to include a Chief, Deputy Chief, two Sergeants, a K-9 deputy, and sixteen patrol deputies; and

WHEREAS, the new Agreement would be effective January 1, 2017 and extend through December 31, 2021; and

WHEREAS, upon the effective date of this Agreement, any prior agreement between the Parties for law enforcement services shall be null; and

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

Section 1. The Board of Commissioners authorizes the Chief Executive Officer enter into and execute an interlocal agreement with the Pierce County Sheriff's Department for law enforcement services as set forth in Exhibit A.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 14th day of November, 2016.

PIERCE TRANSIT

Kent Keel, Chair
Board of Commissioners

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ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

**INTERLOCAL AGREEMENT BETWEEN
PIERCE COUNTY AND
PIERCE TRANSIT
RELATING TO LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is entered into by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (“County”) and **PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AUTHORITY**, a municipal corporation of the State of Washington (“Pierce Transit”) (together, “Parties”) as follows:

WHEREAS, Pierce Transit has requested the County provide certain law enforcement services to Pierce Transit; and

WHEREAS, the County has the resources necessary through the Pierce County Sheriff’s Department (PCSD) to provide law enforcement services to Pierce Transit; and

WHEREAS, the parties entered into an Interlocal agreement for law enforcement services on May 23, 2007, and subsequently amended that agreement on June 11, 2010, January 24, 2012, and December 4, 2014.

WHEREAS, after evaluating the scope of Pierce Transit’s need for law enforcement services, Pierce Transit seeks to enter into this new Interlocal Agreement (“Agreement”) for a new scope of work, and upon the effective date of this Agreement, any prior agreement between the Parties for law enforcement services shall be null; and

WHEREAS, the parties are authorized to enter into such agreements by virtue of RCW 39.34 and 35.02.225;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and Pierce Transit as follows:

SECTION 1. PURPOSE.

The purpose of this agreement is for the County to provide Pierce Transit with law enforcement services by and through PCSD.

SECTION 2. DIRECT SERVICES.

The County will provide law enforcement services as described in the categories below within the Pierce Transit service area, utilizing a minimum of three (3) deputies per shift (day and night shifts) at ten (10) hours per shift from 0600 to 2400 Monday through Friday, and 0600 to 2300 on Saturday and Sunday at the level and cost as described in Exhibit “A” attached hereto and incorporated herein by this reference. The County shall coordinate with Pierce Transit to maximize coverage and efficiency in utilization of deputy assignments. The County is to provide sworn police services dedicated to Pierce Transit. In so doing, the law enforcement services shall be dedicated to Pierce Transit and shall not be used elsewhere within Pierce County; provided however, that in the event of emergency or a call by an officer for assistance, then reasonable levels of mutual aid may be rendered.

- A. Patrol and Enforcement and Investigations Services. The County will provide patrol and enforcement services that will constitute the first response for the enforcement of state and local law and Pierce Transit Codes and Policies throughout Pierce Transit's system. As used herein, "patrol services" shall include reactive patrol to respond to Pierce Transit's staff, customers and business calls for services, proactive patrol to prevent and deter criminal activity at Pierce Transit facilities and throughout Pierce Transit operations, and any other lawful assignment Pierce Transit deems necessary. The County agrees to provide a total of twenty-one (21) full-time commissioned deputies, inclusive of Sergeants, K9 Unit, Deputy Chief and Chief of Public Safety as more fully detailed by rank in Exhibit "A". These deputies shall have full and adequate training and supervision provided by the County.

Deputies will be selected and supervised by the Public Safety Chief. In the event that a Deputy position cannot be filled due to a lack of applicants, or if applicant(s) are not successful during the selection process, the position will be filled according to the Pierce County Sheriff's Department guild contract, a current copy of which, and any changes thereto, shall be provided to Pierce Transit.

- B. Sergeants and Deputy Chief. The County will provide two (2) Sergeants and one Deputy Chief, all of whom will be selected by the County. Pierce Transit may participate and provide input into the selection process. The Sergeants and Deputy Chief will be assigned to Pierce Transit to provide patrol supervision and assist the Public Safety Chief as directed. In the event that a Sergeant position cannot be filled due to a lack of applicants, or if applicant(s) are not successful during the selection process, the position will be filled according to the Pierce County Sheriff's Department guild contract.

- C. Public Safety Chief. The Public Safety Chief will handle and direct the day-to-day operational concerns for the Pierce Transit Department of Public Safety (DPS) in accord with the policies and direction for the DPS as identified by Pierce Transit and will serve as Pierce Transit's Chief of Public Safety. In addition, the Public Safety Chief or other designated supervisory staff will be available to Pierce Transit during certain days and hours, as mutually agreed to by the County and Pierce Transit for such activities as meetings of the Pierce Transit Board of Commissioners and appropriate community meetings. Selection of the Public Safety Chief to be assigned to Pierce Transit will be done by PCSD with the involvement of and input from the Pierce Transit Executive Director of Service Delivery and Support (ED of SDS) or designee.

The duties of the Public Safety Chief shall include, but are not limited to:

- i. To work with Pierce Transit ED of SDS to establish performance standards, goals and objectives for this Agreement and for the County's provision of law enforcement services to Pierce Transit.

- ii. Lead, be responsible for and coordinate DPS operations and activities, including hours of operation and Pierce Transit protocols and procedures, to carry out the performance standards, goals and objectives for this Agreement and for the County's provision of law enforcement services to Pierce Transit.
- iii. Direct, supervise, and review the performance of all PCSD deputies and supervisory staff. Report to PCSD any recommendations for performance improvement and upon request, provide to Pierce Transit copies of any such performance reviews.
- iv. Coordinate duties of officers assigned to Pierce Transit as specific needs arise, and as necessary to deliver on the performance requirements and standards of this Agreement. Report to PCSD any changes in duty of Pierce Transit assigned officers.
- v. Oversee the implementation within Pierce Transit of PCSD policies and procedures as necessary and appropriate for the County's provision of law enforcement services to Pierce Transit. Maintain, adhere to, administer, and enforce current Pierce Transit policies and procedures. Notify Pierce Transit ED of SDS of any County procedures or changes which either supplement or possibly detract from Pierce Transit's goals and objectives for the DPS.
- vi. Oversee the implementation of all Pierce Transit policies and procedures relating to police services. Provide to Pierce County Sheriff's Department (PCSD) any written information relative to police services created by Pierce Transit. Notify PCSD of all procedures which differ from PCSD policies and procedures.
- vii. Identify areas of supplemental training for officers assigned to Pierce Transit. Make recommendations to PCSD for supplemental training. Make recommendations to Pierce Transit CEO Designee for training not provided by PCSD.
- viii. Provide supervision and direction to all County deputies assigned to Pierce Transit as well as other assigned personnel, and liaison with PCSD command.
- ix. Supervise Pierce Transit staff in the following positions, subject to all Pierce Transit policies, rules, requirements, and the direction of the Pierce Transit ED of SDS with the assistance of the Pierce Transit Employee Services Department. All recommendations on hiring, discipline and performance reviews of the following Pierce Transit employees shall be conducted in accord with the policies and procedures of the Pierce Transit Employee Services Department:
 - a. Records Assistant – Executive Assistant
 - b. Public Safety Sergeants

- c. Transit Security Specialist
- d. Records Supervisor

- D. Canine Unit. The County has utilized grant funding to secure a bomb dog to be assigned to Pierce Transit in protection of the public transportation system. The County will pay all costs associated with the acquisition, care and maintenance of the canine, and will provide a fully-trained Canine Unit Deputy to handle the canine who will also maintain all necessary training. The canine and the Canine Unit Deputy are referred to together as the “K9 Unit”, and in addition to day to day policing of the Pierce Transit system, the K9 Unit will represent Pierce Transit at events as requested. Pierce Transit will provide information and statistics necessary for the County to meet grant expectations. Pierce Transit will allow the reasonable and limited use of the K9 Unit for mutual aide, but reserves the right to seek reimbursement if Pierce Transit interests are not maintained. Pierce Transit shall maintain this position as required by grant parameters.
- E. Training for Pierce Transit Employees. PCSD deputies may be asked to present to each transit operator or public safety officer training class and to other Pierce Transit staff with regard to law enforcement generally and/or the resources available under this Agreement. Any such duties will be included in the overall cost of staffing for this Agreement as set forth in Exhibit A.
- F. Charges for Optional Special Services. The PCSD is a full service police agency and a number of optional, specialized services can be provided at Pierce Transit’s request. To the extent Pierce Transit does not select one or more support services designated as optional special contract services, the County will not charge Pierce Transit for those services. In the event any of these services are deployed at the request of Pierce Transit, charges for such services will be as is set forth in Exhibit B, and if such services are not listed on Exhibit B, the parties hereto shall meet and confer to determine the specific cost arrangement for such services.
- G. Special Assignments. As used herein, “Special Assignment” is when a PCSD employee who is ordinarily assigned to Pierce Transit under this agreement is temporarily assigned by PCSD for another purpose and is therefore not performing services for Pierce Transit. Prior to any Special Assignment, the Pierce Transit ED of SDS will meet with the PCSD Undersheriff or delegate to review and mutually approve any Special Assignment activities and the duration of same. Prior approval shall not be required in the event of an emergency. Pierce Transit may revisit this term and negotiate alternative staffing, cost reductions or further modifications to the costs under this Agreement as a result of Special Assignments.
- H. Use of Extra Duty Program in 2017. As the parties transition from extra-duty PCSD deputies to full time deputy staffing in 2017, Pierce Transit agrees that PCSD may utilize extra-duty deputies to supplement staffing levels until the full complement of 21 full time deputies are in place, provided that the 2017 total cost of \$3,510,642 as set forth in Exhibit A is not exceeded as a result of the use of

extra duty deputies without the advance written approval of the Pierce Transit ED of SDS and provided that Pierce Transit is billed as set forth in Section 3(E) herein only for actual services provided. As used herein, an “extra duty” deputy is a PCSD deputy not usually assigned to Pierce Transit. In 2017, the rate for extra duty deputy services is \$88/hr.

SECTION 3. COST OF SERVICES.

- A. Charges for services provided in 2017. Base year costs and unit costs for law enforcement services for 2017 are shown in Exhibit A and will be billed on the basis of actual services provided. All PCSD staff assigned to Pierce Transit and included in this Exhibit A will be fully trained through the PCSD, and will be supervised by and through the Public Safety Chief, Deputy Chief and sergeant positions.
- B. Annual Cost Increases for Direct Services. Except as modified below, the annual cost increase for direct services listed on Exhibit A for each year after 2017 shall be the prior year’s base cost, plus two percent (2%) or the growth in the previous year’s July to June Seattle Consumer Price Index for Urban Consumers (CPI-U), not to exceed five percent (5%), whichever is higher, and the base cost shall increase in this manner for each subsequent calendar year of the contract.
- I. Purchase of Additional Special Services. For additional services requested pursuant to Section 2(E) herein, the County will provide additional personnel at the unit cost reflected in Exhibit B. Except as otherwise set forth herein, other services not reflected in Exhibits A or B may be provided at costs negotiated between Pierce Transit and the County.
- J. Special Event Services. Upon request by Pierce Transit’s ED of SDS that PCSD provide additional services for “special events,” such events will be staffed on an overtime basis over and above both the staffing level identified in section 2, first paragraph and the total set forth in Exhibit A. As used herein, “special events” are occurrences such as community events or concerts that take place on an infrequent and sporadic basis beyond Pierce Transit’s usual operations and which require additional public safety services.
- D. Billing Procedure. The costs of services as outlined will be billed monthly during the first week of each month by the County for the actual cost of services provided. Payments by Pierce Transit will be due 30 days after receipt of the invoice. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance from the date of delinquency until paid, at an interest of one half of one percent (0.5%) per month.
- E. Overtime. The compensation rate for employment of additional Sheriff’s deputies in an overtime status shall be calculated annually on January 1st of each year and provided in writing to Pierce Transit. Pierce Transit shall not be required to pay

overtime if the need for overtime is due to a staffing shortage. The 2017 overtime rate shall be \$88 per hour.

- F. For staff which are “newly hired” by PCSO to the position of Deputy and require completion of appropriate Academy and in-house training protocols, the cost for such staff billed to Pierce Transit shall be established as the following percentage costs listed in Exhibit “A” (as adjusted for annual C.P.I. increases referenced):

Pre-Academy and Academy Status: 77%

Post Academy (F.T.O.) in house training status: 96%

SECTION 4. REPORTING, RECORDS RETENTION, AUDIT, AND PUBLIC RECORDS.

- A. Notification of Significant Criminal Activity. The Public Safety Chief, or his or her designee, will immediately notify Pierce Transit ED of SDS of any significant criminal occurrences within the Pierce Transit system. The term "significant" shall be construed in this Agreement as felony offenses occurring on or within the Pierce Transit system of vehicles and facilities, any identified pattern of criminal activity within the boundaries of the Pierce Transit benefit area, or other offenses that the Public Safety Chief deems significant.
- B. Reports. In addition to reports that the Public Safety Chief and the Pierce Transit ED of SDS determine are reasonably necessary to measure the performance of the County under this contract and/or to determine the scope of Pierce Transit’s policing service needs, the County shall provide the following written reports:

1) The following reports shall be provided monthly:

- a) Dispatched calls for service to include the time the call is received to the time of dispatch; the time of dispatch to arrival; and the time from arrival to clearance.
- b) Number of bus trips or service rides by County personnel;
- c) Number of civilian contacts by County personnel;
- d) Breakdown of transit-specific responses as opposed to non-transit assist responses;
- e) Summaries of Service Incident Report (SIRs);
- f) Verification of hours worked by PSO

2) The following reports shall be provided weekly:

- a) Staffing report
- b) Incident report
- c) Alert system on critical incidents
- d) Overtime approval requests
- e) Transit operator performance evaluations from ride alongs

- C. Records Retention and Audit. During the term of this Agreement and for a period of not less than six (6) years from the date of its expiration or earlier termination, the records and accounts pertaining to this Agreement and services provided hereunder are to be kept available by both Parties for inspection and audit by the other party and the State Auditor, and copies of all records, accounts, documents or other data pertaining to the Agreement or services provided hereunder will be furnished upon reasonable notice. If any litigation, claim or audit is commenced, records and accounts, along with any supporting documentation shall be retained until all litigation, claim, or audit has been resolved, even if such litigation, claim or audit continues past the six-year retention period.
- D. Disclosure of Public Records. The Parties acknowledge that all non-privileged non-exempt records that may be maintained by either party pursuant to this Agreement may be subject to disclosure under the Washington State Public Records Act, or other laws, and that disclosure of any such record(s) by either party shall not constitute a breach of this Agreement or a basis for claim by one party adverse to the other.

SECTION 5. HIRING, ASSIGNMENT, RETENTION, SUPERVISION, AND DISCIPLINE OF OFFICERS AND INDEPENDENT CONTRACTOR STATUS.

County is, and shall at all times be deemed to be, an independent contractor. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Pierce Transit and County or any of the County's deputies, agents or employees. The County shall retain all authority for hiring, supervision, discipline, rendition of services, standards of performance, control of PCSD personnel, and other matters incident to the performance of services by County pursuant to this Agreement as set forth herein.

The County shall hire, assign, retain, supervise, and discipline all PCSD employees according to PCSD's collective bargaining agreement, civil service rules, and state and federal law. Provided, however that only qualified, trained officers meeting all of the requirements of applicable State laws or regulations may be utilized in the performance of services under this contract.

The County shall encourage officer retention to provide continuity of service, and promote diversity in the work force which is reflective of the diversity of the community.

Nothing in this agreement shall make any employee of Pierce Transit a County employee or any employee of the County a Pierce Transit employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded County or Pierce Transit employees by virtue of their employment.

SECTION 6. ADDITIONAL RESPONSIBILITIES OF THE PARTIES.

- A. Pierce Transit shall be additionally responsible to:
- i. With the assistance of the Public Safety Chief, develop and provide to the County the general policies, procedures, and standards by which Pierce

Transit expects the County to provide law enforcement services for citizens who use Pierce Transit's transit system.

- ii. To the extent reasonably possible taking into consideration local circumstances, endeavor as it adopts Code, policies, practices, rules or guidelines that relate to law enforcement or public safety to have such provisions be consistent with ordinances of the County or state law. It is recognized that it is in the interest of both parties to this agreement that reasonable uniformity of common regulations will promote efficient provision of law enforcement services. Nothing in this language shall prevent Pierce Transit from adopting Code provisions that it determines to be necessary and in its best interest.
- iii. Provide and maintain the facility (ies) for all County personnel to deliver services under this contract.
- iv. Provide, hire, retain, and employ Pierce Transit staff to provide security and citizen services such as those provided by the Public Safety Sergeants and Officers, Transit Security Specialist, Records Supervisor, Records Technician, and Office Assistant/Records Clerk, all of whom are and shall remain Pierce Transit employees, subject to applicable Pierce Transit policies, rules, procedures, guidelines, practices, and any applicable collective bargaining agreements.
- v. Pierce Transit ED of SDS shall have the general duty and responsibility of providing to the assigned Public Safety Chief general direction relative to the furnishing of law enforcement services to Pierce Transit.
- vi. Except as otherwise stated herein, supply at its own cost and expense any special supplies, stationery, notices, forms where such must be issued in the name of Pierce Transit.

B. The County shall be additionally responsible to:

- i. Make operational and day-to-day decisions to implement Pierce Transit's general policies, procedures, and standards by which Pierce Transit expects the County to provide law enforcement services for citizens who use Pierce Transit's transit system.
- ii. Serve as a subject matter expert to consult with Pierce Transit as needed in the development of Pierce Transit's policies relating to the provision of law enforcement services.
- iii. Keep Pierce Transit ED of SDS informed of PCSD policy, procedures, standards, rules, guidelines or best practices that may conflict with Pierce Transit policies, procedures, rules, or practices so that the parties may resolve any such disputes, and determine the appropriate course.

- iv. Provide all necessary supplies, vehicles, uniforms, weapons, and other equipment for law enforcement personnel to meet the level of service provisions as specified in this Agreement.
 - v. The County Public Safety Chief shall maintain communication between Pierce Transit and PCSD command structures to ensure that changes in the County policies are agreeable to Pierce Transit and that changes in Pierce Transit policies are agreeable to the County.
 - vi. Provide deputies who are trained on and equipped with such technology as is customarily provided to its patrol deputies. Such technology may include, but is not limited to: mobile data terminals (MDTs); AFIS; GIS; computer access to criminal history data and other like data; and other current technology utilized within law enforcement agencies. Any technology not currently in use or not customarily provided to patrol deputies, may be requested by Pierce Transit, and the County and Pierce Transit agree to meet and confer over the need, with the County having final decision-making authority on whether or not such technology will be utilized or implemented in support of this agreement.
- C. Both parties will:
- i. In the implementation of the law enforcement services to be provided by the County, regularly meet and confer to assure that the implementation of services is consistent with Pierce Transit's priorities.
 - ii. Collaborate to establish a list of policies and procedures that are subject to Pierce Transit control and those that are subject to County control.
 - iii. Maintain communication between the Public Safety Chief and the Pierce Transit ED of SDS so that the following contract management direction is provided by the Pierce Transit ED of SDS:
 - a. In the event a Pierce Transit procedure, policy goal or operation differs from the County's, and there is a need for resolution of the issue, Pierce Transit ED of SDS and PCSD shall negotiate to reach a final determination as to which policy will prevail.
 - b. Pierce Transit and County will equally share responsibility and liability for any mutually-negotiated deviation from standard County procedure, policy or operation.

SECTION 7. ADDITIONAL TRAINING.

Pierce Transit may seek to have the deputies assigned to duty within Pierce Transit limits attend additional or supplemental training specific to Pierce Transit's work. Such training would be requested by Pierce Transit and subject to approval by the Sheriff who will not unreasonably withhold his/her approval. Such training shall be done at the sole cost and expense of Pierce Transit.

SECTION 8. COMMUNITY IDENTITY ON UNIFORMS.

PCSD will maintain a uniform for its officers. Pierce Transit acknowledges that the assigned personnel shall retain the uniform of the PCSD; however, the County agrees that assigned personnel may wear additional identification in the nature of a pin, patch, or other like identification indicating affiliation with Pierce Transit. The nature and design of any additional identification will be determined jointly by the Sheriff and Pierce Transit and provided to PCSD by Pierce Transit.

SECTION 9. CONTRACT ADMINISTRATION.

A. Daily Operations. Pierce Transit ED of SDS shall be responsible for communicating with the Public Safety Chief about the general direction of the Pierce Transit DPS and the general administration of this contract for Pierce Transit. This designation shall not intrude upon the province of the PCSD staff in the actual delivery of police services, but shall be the method of liaison and communication through Pierce Transit and PCSD command structure.

B. Dispute Resolution. In the event of a dispute with regard to this agreement, Pierce Transit ED of SDS shall discuss the dispute with the Public Safety Chief in an attempt to resolve the problem. Any problem which cannot be resolved by ED of SDS and the Public Safety Chief shall be referred to the Pierce County Sheriff who will negotiate with the Pierce Transit CEO. If the dispute cannot be resolved by Pierce Transit CEO and the Pierce County Sheriff, the parties agree to participate in non-binding mediation before a third party whose selection will be mutually agreed upon. The cost of mediating the dispute will be borne equally by both parties.

SECTION 10. TERM OF AGREEMENT AND TERMINATION.

The term of the Agreement shall commence on January 1, 2017 and extend through December 31, 2021 ("End Date") unless extended or amended in writing or unless the termination process outlined herein is invoked:

- A. Process for Termination: If either party desires to terminate the Agreement prior to the End Date, that party shall provide eighteen months' advance written notice of termination prior to termination. Once notice of termination is given, the parties shall work together to develop a transition plan which shall be established no later than one hundred and eighty (180) days prior to the effective date of the termination and shall provide for an orderly transition of police service responsibilities from the County to Pierce Transit.
- B. Transition Plan: The Transition Plan shall identify and address any personnel, conveyance of equipment to Pierce Transit (if applicable), workload, assignment and any other issues related to the transition. Each party shall bear its own cost in developing the transition plan.
- C. Implementation of Plan. The County and Pierce Transit agree to use best efforts to implement the transition plan to provide an ordered, effective transition of services.

- D. Option to Purchase Vehicles. At the termination of this contract, Pierce Transit shall have the option to purchase the County owned vehicles assigned to Deputies for Pierce Transit at the then-existing undepreciated value of those vehicles.
- E. Unplanned Fiscal Impacts: Due to circumstances beyond Pierce Transit's control, if Pierce Transit's revenues experience an unplanned major fiscal disruption, or if funds are not allocated in the Pierce Transit budget for these services, Pierce Transit may need to eliminate sworn positions provided by the County to Pierce Transit. When eliminating positions, Pierce Transit shall provide the County with the following advance notice:

One Position: 30 days' notice

Two to three positions: 90 days' notice

Four or more positions: 180 days' notice

It is acknowledged that this staffing reduction in basic patrol will negate the minimum staffing proviso as described in Section 2.A., provided that Pierce Transit gives the above-indicated advance notice to the County, and provided that the resultant minimum staffing level is mutually agreed upon by both Pierce Transit and the County.

The County shall provide a credit based on the amounts set forth in Exhibit A for any budgeted position vacated after 30 consecutive days.

SECTION 11. INDEMNIFICATION AND DEFENSE.

To the extent permitted by law, the County shall defend, indemnify, and hold harmless Pierce Transit, its officers, employees, and agents from any and all costs, including reasonable attorney fees, claims, judgments, or awards or damages, resulting from acts or omissions of the County, its officers, employees, or agents arising out of or in connection with the performance of this Agreement except for injuries, damages and judgments caused by the sole negligence of Pierce Transit.

In executing this Agreement, the county does not assume liability or responsibility for or in any way release Pierce Transit from any liability or responsibility which arises in whole or in part from the existence or effect of Pierce Transit's ordinances, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Pierce Transit ordinance, rule, regulation, resolution, custom, policy or practice is at issue, Pierce Transit shall defend the same at its sole expense, and if judgment specifically attributable to such Pierce Transit provisions, is entered and damages are awarded against Pierce Transit, the County, or both, Pierce Transit shall satisfy the same, including all chargeable costs and reasonable attorney's fees and costs.

To the extent permitted by law, Pierce Transit shall defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, including reasonable attorney fees, claims, judgments, or awards of damages, resulting from acts or omissions of Pierce Transit, its officers, employees or agents arising out of or in connection with the performance of

this Agreement except for injuries, damages, judgments caused by the sole negligence of the County.

In executing this Agreement, Pierce Transit does not assume liability or responsibility for or in any way release the county from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinance, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the County shall defend the same at its sole expense, and if judgment is entered and damages are awarded against the County, Pierce Transit, or both, the County shall satisfy the same, including all chargeable costs and reasonable attorney's fees and costs.

It is further understood that no liability shall attach to either Party by reason of entering into this Agreement, except as expressly provide herein.

If the claim, suit or action for injuries, death or damages as provided for in the proceeding paragraphs of this Agreement is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees, and (b) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided for in this paragraphs shall be valid and enforceable only to the extent of the indemnitor's negligence.

In addition to this mutual indemnification and defense provision in this Section 12, the parties acknowledge that any mutually agreed change to County procedure, policy, or operation is subject to the terms of Section 6(C) (iii) (b) herein.

Defense and indemnification obligations shall survive the expiration or termination of this Agreement.

SECTION 12. NO THIRD PARTY BENEFICIARY.

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

SECTION 13. INSURANCE COVERAGE.

The County shall maintain at all times during the course of this agreement a general liability insurance policy or a program of self-insurance which includes coverage for personal injury, bodily injury, property damage, law enforcement professional liability, and employment practices liability or other comparable coverage with a self-insured retention of no more than \$500,000.00 and a policy limit of no less than \$5,000,000.00 dollars and shall name Pierce Transit as an additional insured on any such policies.

SECTION 14. NON-DISCRIMINATION.

The County and Pierce Transit certify that they are Equal Opportunity Employers. The County shall remain committed to encourage a diverse workforce for law enforcement in Pierce Transit.

Both parties shall comply with all applicable federal, state and local laws, rules and regulations pertaining to nondiscrimination, and that during the performance of this Agreement, no party shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupation qualification in the administration or delivery of services or any other benefit under this Agreement.

SECTION 15. ASSIGNMENT.

Neither the County nor Pierce Transit shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 16. NOTICE.

Any formal notice or communication to be given by the County to Pierce Transit under this agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce Transit
P.O. Box 99070
Lakewood, WA 98496
Attn: General Counsel

Any formal notice or communication to be given by Pierce Transit to the County under this agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce County Sheriff Department
930 Tacoma Avenue South, 1st Floor,
County-City Building
Tacoma, Washington 98402-2100
Attn: Policy and Outreach Manager

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

SECTION 17. WAIVER.

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this agreement.

SECTION 18. AMENDMENT.

Provisions within this agreement may be amended with the mutual consent of the parties hereto. No additions to, or alternation of, the terms of this agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

SECTION 19. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING.

This Interlocal Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Interlocal Agreement.

SECTION 20. SEVERABILITY.

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

SECTION 21. CONFLICTS.

In the event of a conflict between any other agreement between the parties including, this Interlocal shall govern.

SECTION 22. ENTIRE AGREEMENT.

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year the last signature hereto is affixed.

PIERCE TRANSIT

Sue Dreier, Chief Executive Officer

Date: _____

Attorney (Approved as to Form)

PIERCE COUNTY:

Prosecuting Attorney

Date: _____

Budget and Finance

Pierce County Sheriff

County Executive

EXHIBIT “A” – 2017 COST EXHIBIT

All costs will be billed to Pierce Transit on the basis of actual services provided.

Description	Number/Type	Unit Cost	Total Cost
Command	1 Public Safety Director	\$195,092	\$ 195,092
Command	1 Asst. Chief	\$195,092	195,092
Supervision	2 Sergeants	\$177,098	354,196
Patrol	16 Deputies	\$162,122	2,593,952
Canine Unit	*1 Deputy	\$172,310	172,310
Total	21 F.T.E.		\$3,510,642

* Canine Bomb Dog Deputy rate includes 6% for special assignment.

Exhibit “B”

2017 Specialized Services Rates

Service	Incident Rate
Canine	No charge
SWAT	\$10,875
Hazardous Devices	No charge
Lab Team	No charge
Air Ops	No charge
Detective	\$106 hr., per officer (3 hr. minimum)
Forensic	\$103 hr., per officer (3 hr. minimum)
Marine	\$106 hr. per officer (3 hr. minimum)
Special Event (overtime rate)	\$88/hr.

FACT SHEET

TITLE: A Resolution Authorizing the Sale of Surplus Real Property Zoned C2 Located at 9505 South Tacoma Way, Lakewood, WA and Authorizing the Chief Executive Officer to Enter Into and Execute a Purchase and Sale Agreement with Parminder Bhatti

DIVISION: Planning and Community Development

ORIGINATOR: Janine Robinson,
Senior Planner

PRECEDING ACTION: Resolution No. 11-021, Declaration of Surplus Property

COORDINATING DEPARTMENT: Transit Development

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution

BUDGET INFORMATION

2016 Budget Amount
\$4,800,000.00

Required Expenditure
N/A

Impact
N/A

Explanation: 2015 Budget amount includes revenue of \$4.8 Million for both the commercial and industrial portions of the property. The portion of the full property that is zoned AC1 was sold on February 8, 2016 for \$4,180,000.

BACKGROUND:

This resolution requests that the Board of Commissioners consider authorizing the sale of surplus property zoned C2 located at 9505 South Tacoma Way in Lakewood, WA, and authorize the Chief Executive Officer to enter into and execute a purchase and sale agreement with Parminder Bhatti.

Parminder Bhatti has presented Pierce Transit an offer to purchase the 2.42-acre property at 9505 South Tacoma Way in Lakewood, made up of three parcels numbered 5000700061, 5000700071, and 5000700081. The purchase price is at or above appraised value based on an independent real estate appraisal completed April 7, 2015.

ALTERNATIVES:

The alternative would be to keep the property or await another offer; however it has been declared surplus and is no longer useful to the Agency.

RECOMMENDATION:

Approve Resolution No. 16-043, authorizing the sale of surplus real property zoned C2 located at 9505 South Tacoma Way, Lakewood, WA and authorizing the Chief Executive Officer to enter into and execute a purchase and sale agreement at a price at or above appraised value with Parminder Bhatti for said property.

RESOLUTION NO. 16-043

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Sale of Surplus Real Property Zoned C2 Located at 9505 South Tacoma Way, Lakewood, WA and Authorizing the Chief Executive Officer to Enter Into and Execute a Purchase and Sale Agreement with Parminder Bhatti

WHEREAS, Pierce Transit is a municipal corporation as defined in the Revised Code of Washington; and
WHEREAS, Pierce Transit has complied with the provisions of RCW 39.33.020 Disposal of Surplus Property; and

WHEREAS, by Resolution No. 11-021, approved on the 8th day of August 2011, the Board of Commissioners of Pierce Transit declared the real property at 96th Street SW and South Tacoma Way, Lakewood, WA to be surplus property which included 13.23 acres zoned AC1 and 2.42 acres zoned C2; and

WHEREAS, Pierce Transit sold 13.23 acres of property zoned AC1 at 96th Street SW and South Tacoma Way, Lakewood, Washington, parcel numbers 5000700010, 5000700020, 5000700030, 5000700041, 5000700051, 5000700091 in February, 2016; and

WHEREAS, Pierce Transit still owns the remaining 2.42 acres of property located at 9505 South Tacoma Way, Lakewood, Washington, parcel numbers 5000700061, 5000700071, and 5000700081 (hereinafter, "the property"; and

WHEREAS, the sale of the property will develop and generate new tax dollars and employment opportunities in Lakewood and will yield additional revenue for Pierce Transit; and

WHEREAS, Parminder Bhatti has presented Pierce Transit an offer to purchase the property and staff has determined the offer to be fair, reasonable, and at or above the appraised value of the property; and

WHEREAS, Staff recommends sale of the property to Parminder Bhatti; and

WHEREAS, The Board of Commissioners of Pierce Transit finds it in the best interest of Pierce Transit to enter into a purchase and sale agreement for the sale of the property;

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

Section 1. The Chief Executive Officer is hereby authorized to enter into and execute a purchase and sale agreement with Parminder Bhatti for the sale of surplus real property zoned C2 located at 96th Street SW and South Tacoma Way, Lakewood, WA, parcel numbers 5000700061, 5000700071, and 5000700081.

1 ADOPTED by the Board of Commissioners of Pierce Transit at a regular meeting thereof held on the 14th
2 day of November, 2016.

Kent Keel, Chair
Board of Commissioners

ATTEST/AUTHENTICATED:

Deanne Jacobsen, CMC
Clerk of the Board