



**PIERCE TRANSIT BOARD MEETING**  
**Training Center, Rainier Room**  
**3720 96<sup>th</sup> Street SW, Lakewood, WA**  
**April 10, 2017, 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**

- March 2017 Operator of the Month ~ Gary Zies  
Scott Gaines  
Transit Operator Assistant Manager
- Best Workplaces for Commuters Recognition  
Charmaine Riley  
Marketing/Communications Specialist

**PUBLIC HEARING**

- Surplus of 78 Vehicles  
(Citizens wishing to provide comment will be given three minutes to comment on the subject of the public hearing(s).)

**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. The Chair, at his or her discretion, may reduce the comment time allowed to allow sufficient time for the Board to conduct business.)*

**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, April 4, 2017
2. Minutes: Regular Board Meeting of March 13, 2017

3. FS 17-022, A Resolution Declaring Surplus of Thirty-seven (37) Chevrolet Express 3500 Vans, Twenty-two (22) Ford E350 Vans, Nine (9) Ford E450 Small Buses, Four (4) Dodge Grand Caravans, Two (2) Ford Taurus Sedans, One (1) Ford F450 Pickup Truck, One (1) Ford F450XL Pickup Truck, One (1) Dodge Ram 2500 Van, and One (1) Yard Goat Tug and Authorization for Sale or Donation Thereof
4. FS 17-023, Authority to Execute Task Order No. 9 with Gray & Osborne for Architectural and Engineer Services for the Electric Bus Deployment Project
5. FS 17-024, A Resolution Amending Applicable Sections of the Pierce Transit Code and Personnel Manual to Align Employee Titles and Responsibilities with the Agency's Current Organization Structure and Other Minor Housekeeping Changes
6. FS 17-027, A Resolution Authorizing the First Amendment to Memorandum of Understanding Between Pierce County and Pierce Transit for Beyond the Borders Special Needs Transportation Plan

### **ACTION AGENDA**

1. FS 17-025, A Resolution Authorizing Pierce Transit to Enter Into and Execute an Agreement with Clover Park Technical College for a Pilot Student Bus Pass Program  
Sharon Stockwell  
Sr. Employer Services Coordinator
2. FS 17-026, A Resolution Amending Pierce Transit Code Section 3.72.030 – Tickets; Pierce Transit Code Section 3.72.070 – Free Riding Privileges; and Pierce Transit Code Section 3.72.100 – Special Rates of Fare, to Allow More Flexibility to Modify Fares for Special Events and Other Transit Related Services and Programs  
Jay Peterson  
Transit Development Manager

### **STAFF UPDATES/DISCUSSION**

- Regional Fare Forum  
Jay Peterson  
Transit Development Manager
- CEO's Report  
Sue Dreier  
Chief Executive Officer

### **INFORMATIONAL BOARD ITEMS**

- Chair Report  
Chair Keel
- Sound Transit Update  
Commissioners Keel or Strickland
- Commissioners' Comments

### **EXECUTIVE SESSION**

### **ADJOURNMENT**



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

Date: March 31, 2017

Notice is hereby given that a public hearing will be held by Pierce Transit as part of the Board of Commissioners meeting on April 10, 2017. 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 surplus property and to dispose of said property by public sale: thirty-seven (37) Chevrolet Express 3500 Vans, twenty-two (22) Ford E350 vans, nine (9) Ford E450 small buses, four (4) Dodge Grand Caravans, two (2) Ford Taurus sedans, one (1) Ford F450 pickup truck, one (1) Ford F450XL pickup truck, one (1) Dodge Ram 2500 van, and one (1) Yard Goat tug.

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

Specialized transportation for disabled persons to and from the hearing can be obtained by calling SHUTTLE at 581-8000, 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.

---

Deanne Jacobson, CMC  
Clerk of the Board

*Published in the Tacoma Daily Index and Tacoma News Tribune on March 31, 2017.*

**PIERCE TRANSIT  
BOARD OF COMMISSIONERS  
MINUTES**

**March 13, 2017**

**CALL TO ORDER**

Chair Keel called the meeting to order at 4:05 p.m.

Commissioners present:

Kent Keel, Chair of the Board, City of University Place Mayor Pro Tem  
Nancy Henderson, Vice Chair of the Board, Town of Steilacoom Councilmember  
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)  
Daryl Eidinger, City of Edgewood Mayor (*representing Fife/Milton/Edgewood*)  
Don Anderson, City of Lakewood Mayor (*arrived at 4:10 p.m.*)  
Bruce Dammeier, Pierce County Executive (*arrived at 4:39 p.m.*)  
Ryan Mello, City of Tacoma Councilmember  
Heather Shadko, City of Puyallup Councilmember

Commissioners excused:

Marilyn Strickland, Mayor of the City of Tacoma  
Rick Talbert, Pierce County Councilmember

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**

**Update from Downtown On the Go!**

Marketing Assistant Manager Kathy Walton introduced Executive Director of Downtown On the Go Kristina Walker, who provided background information and current updates on the organization. Ms. Walker explained the many ways the organization promotes alternative transportation (walking, biking and transit) in downtown Tacoma and beyond.

The Board shared their excitement on the update and a short question and answer session ensued with regards to marketing strategies and the possibility of actively approaching businesses outside of the downtown Tacoma area to promote transit (*Commissioner Don Anderson arrived at 4:10 p.m.*)

## **PUBLIC COMMENT**

Chair Keel provided direction for participating in public comment and the following individuals spoke:

- Annie Mafi, Lakewood, spoke on behalf of the Clover Park Technical College student government, reporting that they are working with Pierce Transit to pilot their own universal bus pass program in which they plan to implement in Spring 2017. Ms. Mafi extended appreciation to Pierce Transit staff with regards to the work involved in this partnership.
- Tammie Cox, Tacoma, reported receiving feedback from fellow citizens with regards to items being left in the middle of bus aisles and smoking in and around bus shelters. Ms. Cox noted her appreciation for the extended bus services hours; however, reported that there is still some confusion in regards to bus routes.
- Cinderella Helga, Lakewood, gave her condolences in regards to the recent passing of a Pierce Transit employee. Ms. Helga submitted written comments to the Clerk of the Board, expressing her desire for earlier morning pick up times for the 48 bus and reporting her past and current ride times while using the 48 bus. Ms. Helga stated what used to be an 8 minute ride for her is now a 25 minute ride.
- Walt Hurd, Tacoma, reported having had difficulty getting his bus pass at Saars Marketplace due to the distributing machine's mechanical issues which resulted in him having to get his bus pass in Seattle. Mr. Hurd also reported the 202, 459 and 312 buses not showing up on a couple of occasions in January and February.

## **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.)*

Commissioners Henderson and Mello **moved** and seconded to approve the consent agenda as presented.

Motion **carried**, 6-0.

1. Approval of Vouchers, March 2, 2016  
Operating Fund #10  
Self- Insurance Fund #40  
Capital Fund #90  
Voucher CK Nos. 354398 through 354868  
Advance Travel CK Nos. 1162 through 1169  
Wire Nos. 1893 through 1912  
Total \$6,775,001.61
2. Minutes: Regular Board Meeting of February 13, 2017

3. FS 17-011, Authorized the Chief Executive Officer to enter into and execute a multi-year contract with Bridgestone Americas Tire Operations, LLC for lease of tires for transit bus fleet for five (5) years, with two (2) optional one-year extensions for an approximate cost of \$5,579,616 if both option years are utilized
4. FS 17-012, Approved Resolution No. 17-006, amending the 2017 Capital Budget to increase the Vanpool replacement 2017 project budget and authorizing the purchase of fifty-five (55) replacement vanpool vans from Washington State Contract No. 05916
5. FS 17-013, Authorized the Chief Executive Officer to enter into and execute a 3-year Sole Source Maintenance and Support Agreement with Giro, Inc., for maintenance of the automated scheduling and dispatch system
6. FS 17-014, Approved Resolution No. 17-007, ratifying the declaration of emergency related to Tacoma Mall Transit Center damage due to a Motor Vehicle Accident, and authorizing expenditures in an amount not to exceed \$75,000.00 for the repair of the facility
7. FS 17-015, Approved Resolution No. 17-008, repealing Resolution No. 99-025, Authority to Provide Awards up to \$1,000 Annually for County-wide Commute Trip Reduction Participation; and Authorized the Chief Executive Officer to provide up to \$30,000 annually for County-wide Commute Trip Reduction participation incentives
8. FS 17-016, Approved Resolution No. 17-009, authorizing the CEO to enter into and execute a contract with the City of Tacoma to administer National Endowment for the Arts grant funds for creation of a culture and transportation plan in Tacoma's Theater District and awarding a Contract to Walker Macy for the Tacoma Theater District Placemaking Project

### **ACTION AGENDA**

1. **FS 17-017, Authority to Execute Amendment No. 5 with First Transit, Inc., (ADA Contract No. PT-01-012) to Provide for ADA Paratransit Services Through June 30, 2018**

Commissioners Anderson and Eidinger **moved** and seconded to authorize the Chief Executive Officer to enter into and execute Amendment No. 5 with First Transit, Inc., (Contract No. PT-01-012) to provide ADA Paratransit Services through June 30, 2018 in the amount of \$5,584,800.

Executive Director of Service Delivery and Support Mike Griffus reported on the contract extension terms and how the terms will work, specifically noting that the renewal extension includes a cost of living increase and minimum wage demand. Pierce Transit contracts with First Transit to manage a portion of their paratransit services.

Commissioner Henderson and Chair Keel thanked Mr. Griffus for the upgrade explanation and noted that it appears to be a good improvement to ride services.

Motion **carried**, 6-0.

2. **FS 17-018, A Resolution Authorizing the Chief Executive Officer to Execute a Grant Agreement for FTA Mobility On Demand Sandbox Research Funding and Approve a Pilot Feeder Service Project**

Commissioners Mello and Shadko **moved** and seconded to approve Resolution 17-010, authorizing the Chief Executive Officer to enter into and execute the grant agreement for FTA Mobility on Demand Sandbox research funding as attached hereto, and approve a pilot service project.

Business Partnership Administrator Penny Grellier presented on the item. Ms. Grellier defined Sandbox, provided reasoning for the agency writing a Sandbox grant, gave a partner listing, item concept, zone map, project challenges and next steps with the project launching in late Spring (*Commissioner Bruce Dammeier arrived at 4:39 p.m.*). Ms. Grellier noted the project would entail Pierce Transit partnering with transportation networking company Uber to carry people to and from transit or provide a guaranteed ride home after transit service has ended for the evening.

Ms. Grellier provided answers to questions with regards to the Uber selection process, whether transit will be combined with the Uber trips, surge pricing, required tipping and carpool only parking spaces.

The Board shared their excitement for the project. A question and answer session ensued with regards to the overall length of the project and whether there could be an opportunity for multiple passenger pickups while in route. Possible liability concerns, potential opportunities to integrate with Paratransit services, anticipated future questions from the public and next steps for after the pilot service project completes were also discussed. Ms. Grellier noted that a workshop will be conducted with regional peers upon conclusion of the pilot service project to exchange best practices and lessons learned.

Ms. Grellier also noted Pierce Transit was one of just eleven agencies nationwide to receive federal grant funds to explore this type of creative partnership and see how well the model connect people with transit. Pierce Transit will report back to the FTA after the one-year testing period.

Motion **carried**, 7-0.

3. **FS 17-019, A Resolution Amending the 2017 Capital Budget to Increase the Support Vehicles Replacement 2017 Project and Authorizing the Purchase of One (1) Marketing, One (1) Facilities, Two (2) Admin/Relief, Two (2) Shuttle Supervisor, and Five (5) Service Supervisor Replacement Support Vehicles from Washington State Contract Nos. 02511 and 05916**

Commissioners Shadko and Mello **moved** and seconded to approve Resolution No. 17-011, amending the 2017 Capital Budget to increase the support vehicle replacement 2017 project and authorizing the purchase of eleven (11) support vehicles, as described above, from Washington State Contract Nos. 02511 and 05916.

Fleet Manager Kevin Zinski reported on the item, noting that the requested vehicles are to replace agency vehicles that are now beyond their useful life.

A short question and answer session ensued with regards to vehicle replacement makes and models, whether the replacement vehicles fall under the Washington State Contract and/or Care-A-Van program.

Motion **carried**, 7-0.

## **STAFF UPDATES/DISCUSSION**

### **CEO's Report**

CEO Sue Dreier reported on the following item:

- The Agency is in the midst of rolling out new service changes and overall positive feedback has been received by staff. Ms. Dreier called on Executive Director of Planning and Community Development Dan Pike who provided a summary of the service change roll out. Mr. Pike extended his appreciation to staff members who have been an integral part of the ground work and noted positive feedback primarily being in regards to the free bus fares.

## **INFORMATIONAL BOARD ITEMS**

### **Chair Report**

Chair Keel reported that the recent Board retreat was a success, with synopsis focusing on growing ridership. Chair Keel also noted having received several questions from citizens with regards to the Sound Transit 3 Plan and advised the Board to remain neutral on the item.

### **Sound Transit Update**

Commissioner Dammeier reported that Sound Transit is taking the Sound Transit 3 Plan concerns that have been raised very seriously, with some focus on the depreciation schedule. Commissioner Dammeier also noted he is in agreement with Chair Keel for Board members to remain neutral on the item.

### **Commissioners' Comments**

Commissioner Shadko reported on the success of Pierce Transit's recent appearance at the South Sound Sustainability Fair and shared her support of the Agency's proposed Uber partnership.

## **EXECUTIVE SESSION**

At 5:18 p.m. the regular meeting was recessed into Executive Session for approximately 10 minutes to discuss potential litigation, pursuant to RCW 42.30.110(i). It was noted that formal action would not occur in open session following the executive session.



At 5:28 p.m. Chair Keel extended the executive session 5 minutes. The extension was announced to attendees.

**RECONVENE/ADJOURNMENT**

At 5:35 p.m. the regular meeting was reconvened. Commissioners Mello and Shadko **moved** and seconded to adjourn the meeting at 5:36 p.m.

---

Kristol Bias  
Records Coordinator/Deputy Clerk of the Board

---

Kent Keel, Chair  
Board of Commissioners

## FACT SHEET

**TITLE:** A Resolution Declaring Surplus of Thirty-seven (37) Chevrolet Express 3500 Vans, Twenty-two (22) Ford E350 Vans, Nine (9) Ford E450 Small Buses, Four (4) Dodge Grand Caravans, Two (2) Ford Taurus Sedans, One (1) Ford F450 Pickup Truck, One (1) Ford F450XL Pickup Truck, One (1) Dodge Ram 2500 Van, and One (1) Yard Goat Tug and Authorization for Sale or Donation Thereof

**DIVISION:** Operations

**ORIGINATOR:** Kevin Zinski, Fleet Manager

**PRECEDING ACTION:** N/A

**COORDINATING DEPARTMENT:** Maintenance, Procurement

**APPROVED FOR SUBMITTAL:**

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

**APPROVED FOR AGENDA:**

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

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

**ATTACHMENTS:**

Proposed Resolution  
Exhibit A, Proposed Surplus List

---

### BUDGET INFORMATION

2017 Budget Amount  
N/A

Required Expenditure  
N/A

Impact  
N/A

Explanation: N/A

---

### BACKGROUND:

This resolution requests that the Board of Commissioners declare thirty-seven (37) Chevrolet Express 3500 Vans, twenty-two (22) Ford E350 vans, nine (9) Ford E450 small buses, four (4) Dodge Grand Caravans, two (2) Ford Taurus sedans, one (1) Ford F450 pickup truck, one (1) Ford F450XL pickup truck, one (1) Dodge Ram 2500 van, and one (1) Yard Goat tug 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.

ALTERNATIVES:

Do not declare the proposed vehicles as surplus and do not authorize the sale or donation thereof.

RECOMMENDATION:

Approve Resolution No. 17-012, declaring 78 vehicles as described as surplus vehicles and authorizing the sale or donation thereof.

## RESOLUTION NO. 17-012

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Declaring Surplus of Thirty-seven (37)  
2 Chevrolet Express 3500 Vans, Twenty-two (22) Ford E350 Vans, Nine (9) Ford E450 Small Buses, Four (4)  
3 Dodge Grand Caravans, Two (2) Ford Taurus Sedans, One (1) Ford F450 Pickup Truck, One (1) Ford F450XL  
4 Pickup Truck, One (1) Dodge Ram 2500 Van, and One (1) Yard Goat Tug and Authorization for Sale or  
5 Donation Thereof  
6

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

9 WHEREAS, by holding a public hearing on April 10, 2017, Pierce Transit has complied with the  
10 provisions of RCW 39.33.020 Disposal of Surplus Property; and

11 WHEREAS, Pierce Transit has thirty-seven (37) Chevrolet Express 3500 Vans, twenty-two (22) Ford  
12 E350 vans, nine (9) Ford E450 small buses, four (4) Dodge Grand Caravans, two (2) Ford Taurus sedans, one  
13 (1) Ford F450 pickup truck, one (1) Ford F450XL pickup truck, one (1) Dodge Ram 2500 van, and one (1) Yard  
14 Goat tug (Exhibit A) that need to be declared surplus; and

15 WHEREAS, all of these vehicles are of an age and condition where they are no longer economical to  
16 maintain and have been replaced; and

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

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

21 Section 1. The vehicles listed on Exhibit A are hereby declared to be surplus vehicles; and

22 Section 2. Staff is authorized to sell to the public said surplus property that is not otherwise  
23 appropriate for donation.

24 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the  
25 10th day of April, 2017.  
26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13

PIERCE TRANSIT

---

Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

---

Deanne Jacobson, CMC  
Clerk of the Board

# Pierce Transit Equipment to be Surplused

EXHIBIT A

4/10/17

Vehicle #	Year	Make	Model	VIN #	Lic#	LTD Miles	Funding Source
59	1998	Ford	Taurus	1FAFP52U4WG242976	47578C	86391	F - WA90X210, Local
60	1998	Ford	Taurus	1FAFP52U6WG242977	47576C	96083	F - WA90X210, Local
81	1986	Tug	Tug Yard Goat	4713	N/A	2771	F - WA03-0058, Local
2000	2004	Ford	F450XL	1FDXW46S74ED37153	71903C	84139	F - WA90X281, Local
2001	2004	Ford	F450	1FDXF46S94ED37154	71923C	26248	Local
2506	2006	Ford	E350	1FTSE34L26HA44639	76859C	106057	F - WA90X281, Local
2507	2006	Ford	E350	1FTSE34L96HA44640	76860C	77900	F - WA90X281, Local
2508	2006	Ford	E350	1FTSE34L06HA44641	76861C	95760	F - WA90X281, Local
2515	2006	Dodge	Caravan	1D4GP24R66B749562	89147C	157660	Local
2518	2007	Dodge	Caravan	1D4GP24E57B251299	80810C	150036	Local
2519	2007	Dodge	Caravan	1D4GP24E87B251300	80811C	145339	Local
4649	2001	Dodge	Ram 2500	2B4JB25T81K541890	61766C	56941	F - WA90X210, Local
4652	2003	Dodge	Caravan	1D4GP24363B215727	65065C	157019	F - WA90X281, Local
4659	2003	Ford	E350	1FTNE24L43HB42705	69571C	96090	Local
5810	2007	Ford	E450	1FDXE45S17DB00284	RS07106	174890	F - WA90X210, Local
5811	2007	Ford	E450	1FDXE45S37DB00285	RS07107	171223	Local
5812	2007	Ford	E450	1FDXE45S57DB00286	RS07123	180696	Local
5814	2007	Ford	E450	1FDXE45S97DB00288	RS07109	212710	Local
5815	2007	Ford	E450	1FDXE45S07DB00289	RS07110	189228	Local
5816	2007	Ford	E450	1FDXE45S77DB00290	RS07111	177165	Local
5817	2007	Ford	E450	1FDXE45S07DB00291	RS07112	141193	Local
5818	2007	Ford	E450	1FDXE45S07DB00292	RS07113	157657	Local
5819	2007	Ford	E450	1FDXE45S27DB00293	RS07114	198465	Local
7076	2006	FORD	E350	1FBNE31LX6HA09269	RS05735	144383	State Grant
7094	2006	FORD	E350	1FBNE31L16HA09287	RS05733	133188	Local
7095	2006	FORD	E350	1FBNE31L36HA09288	RS05734	131708	Local
7096	2006	FORD	E350	1FBNE31L56HA09289	RS05782	130804	Local
7109	2006	FORD	E350	1FBNE31L46HA09302	RS05759	133924	Local
7113	2006	FORD	E350	1FBNE31L16HA09306	RS05763	134224	Local
7114	2006	FORD	E350	1FBNE31L36HA09307	RS05764	135638	Local
7115	2006	FORD	E350	1FBNE31L56HA09308	RS05765	127882	Local

**Pierce Transit Equipment to be Surplused**

**EXHIBIT A**

**4/10/17**

7117	2006	FORD	E350	1FBNE31L36HA09310	RS05767	142643	Local
7135	2006	FORD	E350	1FBNE31LX6DA24670	RS06140	126160	F - WA90X374, Local
7136	2006	FORD	E350	1FBNE31L16DA24671	RS06139	135524	F - WA90X374, Local
7137	2006	FORD	E350	1FBNE31L36DA24672	RS06138	129051	F - WA90X374, Local
7138	2006	FORD	E350	1FBNE31L56DA24673	RS06137	144739	F - WA90X374, Local
7139	2006	FORD	E350	1FBNE31L76DA24674	RS06136	128436	F - WA90X374, Local
7147	2006	FORD	E350	1FBNE31L66DA24682	RS06128	132019	F - WA90X374, Local
7151	2006	FORD	E350	1FBNE31L36DA24686	RS06356	131658	F - WA90X374, Local
7153	2006	FORD	E350	1FBNE31L76DA24688	RS06354	127839	F - WA90X374, Local
7157	2006	FORD	E350	1FBNE31L96DA24692	RS06350	133452	F - WA90X374, Local
7163	2007	CHEVROLET	EXPRESS 3500	1GAHG39U371192064	RS06882	135500	F - WA90X388, Local
7164	2007	CHEVROLET	EXPRESS 3500	1GAHG39U671192267	RS06891	125404	F - WA90X388, Local
7165	2007	CHEVROLET	EXPRESS 3500	1GAHG39U071192426	RS06892	130940	F - WA90X388, Local
7171	2007	CHEVROLET	EXPRESS 3500	1GAHG39U871193033	RS06874	128547	F - WA90X388, Local
7174	2007	CHEVROLET	EXPRESS 3500	1GAHG39U671193189	RS06896	138180	F - WA90X388, Local
7175	2007	CHEVROLET	EXPRESS 3500	1GAHG39UX71193194	RS06876	143491	F - WA90X388, Local
7180	2007	CHEVROLET	EXPRESS 3500	1GAHG39U171193388	RS06879	144290	F - WA90X388, Local
7181	2007	CHEVROLET	EXPRESS 3500	1GAHG39U471193675	RS06916	138520	F - WA90X388, Local
7183	2007	CHEVROLET	EXPRESS 3500	1GAHG39U771193847	RS06899	121304	F - WA90X388, Local
7184	2007	CHEVROLET	EXPRESS 3500	1GAHG39U271193951	RS06918	140789	S-GCA 5004, Local
7186	2007	CHEVROLET	EXPRESS 3500	1GAHG39U171194122	RS06919	143868	S-GCA 5004, Local
7187	2007	CHEVROLET	EXPRESS 3500	1GAHG39U971194207	RS06900	145236	S-GCA 5004, Local
7190	2007	CHEVROLET	EXPRESS 3500	1GAHG39UX71194426	RS06902	124723	S-GCA 5004, Local
7192	2007	CHEVROLET	EXPRESS 3500	1GAHG39U071211427	RS06929	142883	S-GCA 5004, Local
7193	2007	CHEVROLET	EXPRESS 3500	1GAHG39U171211680	RS06930	133349	S-GCA 5004, Local
7195	2007	CHEVROLET	EXPRESS 3500	1GAHG39U271211459	RS06932	122505	S-GCA 5004, Local
7198	2007	CHEVROLET	EXPRESS 3500	1GAHG39U771211876	RS06935	143175	S-GCA 5004, Local
7199	2007	CHEVROLET	EXPRESS 3500	1GAHG39U871210218	RS06936	133245	S-GCA 5004, Local
7201	2007	CHEVROLET	EXPRESS 3500	1GAHG39U871211756	RS06938	140778	S-GCA 5004, Local
7204	2007	CHEVROLET	EXPRESS 3500	1GAHG35U371191762	RS06920	141370	F - WA90X388, Local
7205	2007	CHEVROLET	EXPRESS 3500	1GAHG35U571192315	RS06904	131239	F - WA90X388, Local
7206	2007	CHEVROLET	EXPRESS 3500	1GAHG35U771192624	RS06905	134477	F - WA90X388, Local
7207	2007	CHEVROLET	EXPRESS 3500	1GAHG35U771192770	RS06906	108480	F - WA90X388, Local

# Pierce Transit Equipment to be Surplused

EXHIBIT A

4/10/17

7208	2007	CHEVROLET	EXPRESS 3500	1GAHG35U471193312	RS06907	122494	F - WA90X388, Local
7209	2007	CHEVROLET	EXPRESS 3500	1GAHG35U871193359	RS06908	139702	F - WA90X388, Local
7210	2007	CHEVROLET	EXPRESS 3500	1GAHG35U471193407	RS06909	141024	F - WA90X388, Local
7211	2007	CHEVROLET	EXPRESS 3500	1GAHG35U071193503	RS06910	115528	F - WA90X388, Local
7212	2007	CHEVROLET	EXPRESS 3500	1GAHG35U971193564	RS06911	143820	F - WA90X388, Local
7213	2007	CHEVROLET	EXPRESS 3500	1GAHG35U971193757	RS06912	124084	F - WA90X388, Local
7214	2007	CHEVROLET	EXPRESS 3500	1GAHG35U771193921	RS06921	128622	F - WA90X388, Local
7215	2007	CHEVROLET	EXPRESS 3500	1GAHG35U971194259	RS06913	122800	F - WA90X388, Local
7216	2007	CHEVROLET	EXPRESS 3500	1GAHG35U071194408	RS06914	134031	F - WA90X388, Local
7217	2007	CHEVROLET	EXPRESS 3500	1GAHG35U971194441	RS06922	123582	F - WA90X388, Local
7218	2008	CHEVROLET	EXPRESS 3500	1GAHG35K081112161	RS07139	131592	Local
7219	2008	CHEVROLET	EXPRESS 3500	1GAHG35K281111948	RS07138	146681	Local
7220	2008	CHEVROLET	EXPRESS 3500	1GAHG35K281114882	RS07137	125768	Local
7221	2008	CHEVROLET	EXPRESS 3500	1GAHG35K681112200	RS07136	140488	Local

Vehicles designated for Care-a-van



## FACT SHEET

TITLE: Authority To Execute Task Order No. 9 with Gray & Osborne for Architectural and Engineering Services for the Electric Bus Deployment Project

DIVISION: Project Management Office

ORIGINATOR: Monica Adams, Project Manager

PRECEDING ACTION: Approval to Negotiate and Execute Master Agreement for Agency Architect/Engineer and Related Services (Approved at Executive Finance Committee meeting, March 27, 2013).

COORDINATING DEPARTMENT: Project Management Office, Fleet Maintenance

APPROVED FOR SUBMITTAL:

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

APPROVED FOR AGENDA:

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

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

ATTACHMENTS:

N/A

---

### BUDGET INFORMATION

2017 Budget Amount  
\$8,000,000.00

Required Expenditure  
\$141,443.35 (total for this task  
order)  
\$21,216.50 Contingency  
Total \$162,659.85

Impact  
N/A

Explanation: This is a multi-year master on-call agreement for Architectural/Engineering related services. It expires May 2018. There is no budget impact because the project budget has funds available for Task Order No. 9.

### BACKGROUND:

Pierce Transit received a No-Low Emissions grant from the Federal Transit Administration to procure two electric buses including all engineering, design and installation of charging stations as well as training for both Operators and Fleet Maintenance. Additional local funding will allow us to procure a total of up to six electric buses.

FACT SHEET  
PAGE 2

Task Order No. 9 with Gray & Osborne is for basic Architectural & Engineering (A&E) services including, but not limited to: project management services, utility coordination, topographic and right-of-way survey, conceptual design, preliminary design, permitting, final design plans, specifications, and cost estimates, coordination meetings with Lakeview Light & Power, bid and award services, and construction administration and inspection services in the amount of \$141,443.35.

ALTERNATIVES:

Do not authorize Task Order No. 9 with Gray & Osborne. The electric bus project requires charging stations. We do not have electrical or civil engineers on staff.

RECOMMENDATION:

Authorize Pierce Transit to enter into and execute Task Order No. 9 with Gray & Osborne for A&E services for the Electric Bus Deployment Project in an amount not to exceed \$162,659.85.

## FACT SHEET

**TITLE:** A Resolution Amending Applicable Sections of the Pierce Transit Code and Personnel Manual to Align Employee Titles and Responsibilities with the Agency's Current Organization Structure and Other Minor Housekeeping Changes

**DIVISION:** Executive Department

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

**PRECEDING ACTION:** N/A

**COORDINATING DEPARTMENT:** General Counsel; Administration

**APPROVED FOR SUBMITTAL:**

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

**APPROVED FOR AGENDA:**

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

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

**ATTACHMENTS:**

Proposed Resolution  
Exhibit A, Proposed Title and Responsibility Code Changes  
Exhibit B, Proposed Title And Responsibility Personnel Manual Changes

---

### BUDGET INFORMATION

2017 Budget Amount  
\$2,000.00

Required Expenditure  
Under \$1,000.00

Impact  
N/A

**Explanation:** Pierce Transit uses the services of Municode to update and maintain the policy actions of the Pierce Transit Board.

### BACKGROUND:

The Pierce Transit Code ("Code") is a legacy practice from when Pierce Transit was formed and operated under the City of Tacoma. The Code captures and serves as the repository of policy actions adopted by the Pierce Transit Board and is updated from time to time. The Agency's Personnel Manual is incorporated into the Code at Section 6.

Applicable sections of the Code and Personnel Manual need general housekeeping changes to align employee titles and responsibilities with the Agency's current organization structure. During the economic downturn and under different leadership, the Agency has undergone numerous reorganizations where titles and responsibilities were modified or done away with. The alignment of titles and responsibilities to the current organization structure and Personnel Manual is important so that necessary and mandated functions may be carried out and to provide employees with continuity and understanding of their roles and responsibilities. In addition to title changes, minor and non-substantive housekeeping changes are proposed.

**ALTERNATIVES:**

Do not conduct a blanket change to the Code and Personnel Manual to align employee titles and responsibilities with the current organization of the Agency and instead modify the applicable sections individually at the time they are deemed warranted. This is not recommended as such an approach would create inconsistencies in the Code.

**RECOMMENDATION:**

Approve Resolution No. 17-013, authorizing amendments to the applicable sections of the Pierce Transit Code and Personnel Manual for purposes of aligning employee titles and responsibilities with the current organization structure and other minor housekeeping changes as proposed in Exhibit A and B.

## RESOLUTION NO. 17-013

A RESOLUTION of the Board of Commissioners of Pierce Transit Amending Applicable Sections of the Pierce Transit Code and Personnel Manual to Align Employee Titles and Responsibilities with the Agency's Current Organization Structure and Other Minor Housekeeping Changes

WHEREAS, the Pierce Transit Code (Code) is a legacy document from when Pierce Transit was formed and operated under the City of Tacoma; and

WHEREAS, the Code captures and serves as the repository of policy actions adopted by the Pierce Transit Board and is updated from time to time; and

WHEREAS, the Agency's Personnel Manual is incorporated into the Code at Section 6; and

WHEREAS, the Agency has undergone various organization restructures during the economic downturn and under different leadership; and

WHEREAS, applicable sections of the Pierce Transit Code and Personnel Manual are in need of general housekeeping to align employee titles and responsibilities with the current organization structure; and

WHEREAS, the alignment of titles and responsibilities to the current organization structure and Personnel Manual is important to the effective operation of the Agency; and

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

Section 1. The Board of Commissioners hereby authorizes housekeeping amendments to the applicable sections of the Pierce Transit Code and Personnel Manual for purposes of aligning employee titles and responsibilities with the current organization structure and other minor housekeeping changes as presented in Exhibit A and B; and

Section 2. All other provisions contained in the Pierce Transit Code shall remain in effect; and

Section 3. Personnel Manual housekeeping amendments presented in Exhibit B shall be incorporated into the Personnel Manual.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10th day of April, 2017.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15

PIERCE TRANSIT

---

Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

---

Deanne Jacobson, CMC  
Clerk of the Board

Exhibit A

Chapter 1.05 - PIERCE TRANSIT MISSION STATEMENT.

1.05.010 - Adoption.

A. The mission statement is adopted as the statement of purpose and objectives of Pierce Transit.

B. The Key Result Areas are recognized by the board of commissioners as an integral part of the mission statement, but by their nature are subject to change and revision as deemed necessary by the ~~e~~Executive ~~staff~~ Iteam.

(Res. 83-142 §§ 3, 4)

1.12.040 - Definitions.

F. The term "~~E~~xecutive ~~T~~eam" shall include the agency's ~~C~~hief ~~E~~xecutive ~~O~~fficer, ~~vice presidents~~Executive Directors, General Counsel, Clerk of the Board, Communications Manager/Public Relations Officer, Information Technology Manager and ~~other members of the executive office staff~~ as designated by the ~~e~~Chief ~~e~~Executive ~~e~~Officer.

(Res. 07-029 § 1 (Exh. 1 (part)))

(Res. No. 10-010, § 1, 6-14-2010)

1.12.060 - Potential conflict of interest—Commissioner or employee.

C. Resolution of potential conflict of interest—Employee. Upon receipt of a notification of a potential conflict of interest, the supervisor shall take action to resolve the potential conflict of interest by designating within a reasonable time an alternative employee to perform the duty which is involved in the potential conflict. The disposition of the potential conflict shall be stated in writing by the supervisor and kept in files maintained by the supervisor, with copies to the ~~vice president~~ Executive Director of the employee's department and human resources.

(Res. 07-029 § 1 (Exh. 1 (part)))

(Res. No. 10-010, § 1, 6-14-2010)

1.12.120 - Severability.

If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of the chapter or the application of the provision to other persons or circumstances shall not be affected.

(Res. 07-029 § 1 (Exh. 1 (part)))

#### Chapter 1.14 - DRUG AND ALCOHOL ABUSE POLICY

##### Sections:

##### 1.14.010 - Adoption-Distribution to all employees.

The chief executive officer is authorized to implement and disseminate the adopted drug and alcohol abuse policy substantially in the form of the document on file in the office of ~~the vice president of human resources and labor relations~~ Executive Director of Administration, and by this reference incorporated herein as though fully set forth, to all employees.

(Res. 89-109 §1; Res. 00-019 §1)

##### 1.14.020 - Policy amendment.

The drug and alcohol abuse policy is amended to reflect changes contained in the document attached to the resolution codified in this chapter and on file in the office of the ~~vice president of human resources and labor relations~~ Executive Director of Administration.

(Res. 98-082 §2; Res. 94-089 §1; Res. 00-019 §1)

##### 1.14.030 - Development and implementation of procedures.

The chief executive officer or his or her designee is authorized to develop and implement such procedures as may be required to enforce the revised policy.

(Res. 94-089 §2; Res. 00-019 §1)

#### Chapter 1.16 - EMPLOYEES' DEFERRED COMPENSATION PLAN

##### 1.16.030 - Coordinator.

A. The ~~vice president Human Resources and Labor Relations~~ Executive Director of Administration shall be the coordinator for this program and shall receive necessary reports, notices, etc. from the ICMA Retirement Corporation and Benefits Corporation as administrator, and shall cast, on behalf of Pierce Transit, any required votes under the program.

(Res. 00-019 §1; Res. 00-029 §1)

B. Administrative duties to carry out the plan may be assigned to the appropriate divisions.



(Res. 83-116 §3; Res. 92-194 §1; Res. 00-019 §1)

## Chapter 1.28 - WOMEN-OWNED AND DISADVANTAGED BUSINESS PROGRAM

### Sections:

#### ARTICLE II. - PROGRAM SPECIFICATIONS

##### 1.28.040 - Policy.

A. It will be the policy of Pierce Transit to actively seek out those portions of the community that historically have been socially and economically disadvantaged and utilize the services of these groups whenever possible for construction, service, and supply requirements of the agency.

B. Pierce Transit will be committed to initiating new women-owned and disadvantaged business participation in the agency's day-to-day operation. Pierce Transit will maintain the use of existing women-owned and disadvantaged businesses participants and will attempt to strengthen the existing women-owned and disadvantaged businesses. Existing barriers to increased participation will be identified and eliminated in order to strengthen the women-owned and disadvantaged business community. Additionally, Pierce Transit will require that prime contractors for construction, supplies, and services make maximum efforts to utilize women-owned and disadvantaged business enterprises or at least provide documentation that every attempt was made to utilize women-owned and disadvantaged businesses and that reasonable goals were established with some criteria for meeting those established goals. The ~~vice president~~ Executive Director of Planning and Community Development/DBE Officer ~~finance and administration~~ reports directly to the chief executive officer and will bear the responsibility to assure that the objectives of Pierce Transit are met. In addition to the ~~vice president~~ Executive Director of Planning and Community Development/DBE Officer ~~finance and administration~~, the entire ~~Executive staff Team~~ which includes the Chief Executive Officer, Clerk Of The Board, vice president ~~Executive Director of operations and development, vice president~~ Executive Director of human resources and labor relations and vice president ~~Executive Director of maintenance~~, shall have the responsibility of assisting the ~~vice president~~ Executive Director of Planning and Community Development/DBE Officer ~~finance and administration~~ in carrying out the women-owned and disadvantaged business program and goals.

(Res. 84-080 §1(Ex. I(part)); Res. 00-019 §1)

Formatted: Highlight

1.28.060 - Coordinator.

A. The ~~vice-president~~ Executive Director of ~~finance and administration~~ Planning and Community Development/DBE Officer shall have the responsibility for the coordination of Pierce Transit's women-owned and disadvantaged business program on a day-to-day basis.

B. The coordinator will have the responsibility to oversee the overall women-owned and disadvantaged businesses of Pierce Transit and will implement those policies necessary to assure that the goals of Pierce Transit and the requirements of the U.S. Department of Transportation are met. The ~~vice-president~~ Executive Director of ~~finance and administration~~ Planning and Community Development/DBE Officer will further facilitate the participation of women-owned and disadvantaged businesses by providing assistance in the areas of financial matters to include proper insurance and bonding requirements.

C. Additionally, informational and communication programs will be developed to assure that specific contracting opportunities are made known to the women-owned and disadvantaged business community and such programs will be bilingual, when necessary.

D. The woman-owned and disadvantaged business community will be provided technical assistance in the understanding of specifications, delivery schedules, and preparation of responses for request for bids.

(Res. 84-080 §1(Ex. I (part)); Res. 00-019 §1)

1.28.070 - Advisory committee.

A. Pierce Transit is currently meeting an overall goal of 10 percent for women-owned and disadvantaged business for federally funded programs where contracting opportunities exist. In the event that Pierce Transit is unable to meet the overall goal of 10 percent in a fiscal year, the board of commissioners of Pierce Transit will appoint a women-owned and disadvantaged business advisory committee.

B. The purpose of the advisory committee will be to provide assistance in seeking out women-owned and disadvantaged businesses and advice on the methods to attract and assist women-owned and disadvantaged businesses.

C. The advisory committee shall elect a chairman from among its members. The ~~vice-president~~ Executive Director of ~~finance and administration~~ Planning and Community Development, or his or her delegate, shall serve as staff to the advisory committee and shall assure clerical support.

(Res. 84-080 §1(Ex. I(part)); Res. 00-019 §1)

## ARTICLE I. - WASHINGTON PUBLIC EMPLOYEES' RETIREMENT SYSTEM\*

\* Prior history: Res. 79-22.

### 1.44.020 - Administration.

The ~~vice president~~ Executive Director of ~~F~~inance ~~and administration~~ of Pierce Transit is designated as the officer to administer such accounting, reporting and other functions as will be required for the effective operation of the plan under the supervision of the Commissioner of Employment Security, or such other officer as the Governor may designate.

(Res. 80-79 (part); Res. 00-019 §1)

## ARTICLE II. - TACOMA EMPLOYEES' RETIREMENT SYSTEM

### 1.44.080 - Administration.

The ~~vice president~~ Executive Director of ~~F~~inance ~~and administration~~ of Pierce Transit is designated as the officer to administer such accounting, reporting and other functions as will be required for the effective operation of the plan under the supervision of the Commissioner of Employment Security, or such other officer as the Governor may designate.

(Res. 80-78 (part); Res. 00-019 §1)

## ARTICLE III. - DEFERRED COMPENSATION PLAN

### 1.44.130 - Establishment.

The chief executive officer is authorized and directed to:

- A. Establish a deferred compensation plan, substantially in form with Exhibit A, incorporated by reference in this section, between Pierce Transit and the International City Management Association (ICMA) Retirement Corporation;
- B. Execute the deferred compensation plan with ICMA Retirement Corporation as contained in Exhibit A;
- C. Allow the ~~vice president~~ Executive Director of ~~F~~inance ~~and administration~~ to execute all joinder agreements on behalf of Pierce Transit with all eligible employees and officers, in order to ensure participation in the retirement plan.

(Res. 82-71; Res. 00-019 §1)

#### ARTICLE IV. - MEDICARE ONLY BENEFITS

##### 1.44.150 - Administration.

The ~~vice president~~ Executive Director of Finance ~~and administration~~ is designated as the officer to administer such accounting, reporting and other functions as will be required for the effective operation of the plan under the supervision of the Commissioner of Employment Security, or such other officer as the Governor may designate.

(Res. 03-022 §2)

#### Chapter 1.64 - VANPOOL FUEL CREDIT CARD PROGRAM

##### 1.64.030 - Limitations.

The ~~vice president~~ Executive Director of Finance ~~and administration~~ shall implement the following system for the distribution, authorization and control, credit limits, and payment of bills related to the use of fuel credit cards by Pierce Transit:

A. Distribution. Credit cards may be distributed to those Pierce Transit vanpool drivers and/or bookkeepers who, in the opinion of the ~~vice president~~ Executive Director of Finance ~~and administration~~ have vanpool responsibilities that would be facilitated by the use of a credit card and the credit card use would benefit Pierce Transit.

B. Authorization and Control. The ~~vice president~~ Executive Director of Finance ~~and administration~~ shall develop and implement guidelines and accounting controls to ensure the proper usage of credit cards and credit card funds.

C. Credit Limits. The ~~vice president~~ Executive Director of Finance ~~and administration~~ shall set credit limits on each credit card issued. The credit limit shall not exceed seven hundred fifty dollars without written approval of the chief executive officer.

D. Payment of Bills. The ~~vice president~~ Executive Director of Finance ~~and administration~~ shall establish and implement a written procedure for the payment of all credit card bills.

E. Unauthorized Charges. Any vanpool driver and/or bookkeeper using a Pierce Transit issued credit card for non-agency business shall be billed for all charges on the credit card, and the

Formatted: Highlight

chief executive officer or his/her designee is directed and authorized to take all necessary legal actions to recover any unauthorized charges.

F. The ~~vice president~~ Executive Director of ~~F~~inance ~~and administration~~ is authorized to adopt any additional procedures or policies necessary to implement the provisions of this section.

(Res. 98-014 § 3; Res. 00-019 § 1)

#### CHAPTER 1.70 - TRANSIT DEPARTMENT OF PUBLIC SAFETY [1]

##### 1.70.030 - Chief of public safety.

The chief of the department of public safety may be a Pierce Transit employee or such leadership may be provided by contract or interlocal agreement. If the chief is a Pierce Transit employee, the chief shall report to the Pierce Transit ~~Chief Operations Officer~~ Executive Director of Service Delivery and Support and be subject to all applicable Pierce Transit policies, rules, and requirements. If the chief is provided by contract or interlocal agreement, the scope and nature of the services and direction for same shall be defined by the terms of the applicable agreement. The Chief shall hold a general peace officer commission as defined in RCW 10.93.070 and meet the minimum requirements to hold such a commission as defined in RCW 43.101.080, 43.101.095, 43.101.105, 43.43.020 and WAC 139.05.200—300.

(Res. No. 15-069, §§ 1, 2(Exh. A), 12-14-2015)

##### 2.28.020 - Warrants.

All disbursements of Pierce Transit shall be by warrant drawn by the ~~vice president~~ Executive Director of ~~F~~inance ~~and administration~~, auditor or as otherwise directed by law. All requests for warrants shall be signed as directed by board resolution.

(Res. 82-120 § 9 (b); Res. 84-098 § 1(Ex. I (part)); Res. 00-041 (part))

##### 2.28.040 - Deposits.

All funds of Pierce Transit shall be deposited in the appropriate funds established by resolution. The ~~vice president~~ Executive Director of ~~F~~inance ~~and administration~~ shall be custodian of the funds and is, subject to approval by resolution of the board, authorized to invest such funds in the manner provided by law.

(Res. 82-120 §9(d); Res. 84-098 §1(Ex. I(part)); Res. 00-041 (part))

### Part 3 - FINANCE

#### Chapters:

#### ARTICLE I. - ADMINISTRATION

#### Chapter 3.08 - AUDITING OFFICER

##### Sections:

##### 3.08.010 - Appointment.

The ~~vice-president~~ Executive Director of ~~F~~inance ~~and administration~~ is appointed the auditor of Pierce Transit through the provisions of Senate House Bill No. 540 as enacted by the Washington State Legislature.

(Res. 80-50; Res. 83-095 §1; Res. 00-019 §1)

#### Chapter 3.10 - TREASURER

##### Sections:

##### 3.10.010 - Appointment.

The ~~vice-president~~ Executive Director of ~~F~~inance ~~and administration~~ is appointed treasurer of Pierce Transit subject to approval by the county treasurer as provided in Substitute House Bill No. 540 as enacted by the Washington State Legislature.

(Res. 83-094 §1; Res. 00-019 §1)

##### 3.13.210 - Purchasing credit card program.

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

(Res. No. 14-062, § 1(Exh. A), 12-8-2014)

## Chapter 3.20 - VOUCHERS

### 3.20.030 - Ratification—Procedure.

The chief executive officer is authorized to establish a retroactive voucher approval procedure that authorizes the ~~vice president~~ Executive Director of ~~F~~finance ~~and administration~~ to pay all claims for the purchase of materials, services, labor, and any other contractual purpose.

(Res. 81-98 §1; Res. 00-019 §1)

## ARTICLE II. - FUNDS

### Chapter 3.32 - INVESTMENTS<sup>[2]</sup>

#### 3.32.040 - Standards of care.

- A. Prudence. Pierce Transit adheres to the guidance provided by the "prudent person" standard and shall be applied in the context of managing the portfolio. The "prudent person" standard dictates that investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment officers acting in accordance with the procedures in the investment policy shall be relieved of personal responsibility for an individual security's risk or market price changes, provided deviations are reported in a timely fashion and the liquidity and sale of security is carried out in accordance with the terms of this policy

- B. Delegation of Authority. Management responsibility for the investment program is delegated by the chief executive officer to the ~~chief financial officer~~ Executive Director of Finance. The ~~chief financial officer~~ Executive Director of Finance will act as the agency's investment officer. A list of Pierce Transit employees who are authorized to purchase, sell, wire funds, or transfer custodianship on behalf of the agency shall be maintained by the investment officer.

Responsibility for the operation of the investment program is delegated to the investment officer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this policy. Procedures include references to safekeeping, investment accounting, repurchase agreements, wire transfer agreements, and collateral agreements. No person may engage in an investment transaction except as provided under the terms of this policy and procedures established by the investment officer. The investment officer shall be responsible for all transactions and shall establish a system of controls to regulate activities of subordinate officials.

C. Ethics and Conflicts of Interest. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the execution and management of the investment portfolio, or that may impair their ability to make impartial decisions. Investment officials shall disclose to the clerk of board any personal financial/investment interests in financial institutions with which they conduct business on behalf of Pierce Transit. Investment officials must comply with Pierce Transit's Ethics Policy.

(Res. No. 15-048, § 1(Exh. A), 9-14-2015)

3.32.110 - List of authorized investment personnel.

~~Chief financial officer~~ Executive Director of Finance

Finance manager

Finance assistant manager

(Res. No. 15-048, § 1(Exh. A), 9-14-2015)

## Chapter 3.52 - TRAVEL EXPENSE REVOLVING FUND

3.52.020 - Administration.

The department of finance and administration shall be responsible for the administration of the travel expense revolving fund, including the maintenance of its accounts and records. The finance manager shall be custodian of the fund. The ~~vice president~~ Executive Director of ~~f~~Finance ~~and administration~~ shall review the charges applied against the fund at least monthly and shall submit a report at least quarterly, stating the condition of the fund, to the chief executive officer.

(Res. 81-14 §2; Res. 00-019 §1)

3.52.060 - Procedures.

The ~~vice president~~ Executive Director of ~~f~~Finance ~~and administration~~ is authorized to develop and implement any procedures necessary for the efficient administration of the travel expense revolving fund.

(Res. 81-14 §6; Res. 00-019 §1)



## Chapter 3.56 - CAPITAL ACQUISITION FUND

### 3.56.030 - Administration.

The ~~vice president~~ Executive Director of ~~F~~inance and ~~administration~~ of Pierce Transit shall be directed to keep and maintain all books, records and accounts in connection with the receipt and disbursement of all cash to and from the accounts as are necessary for adequate control and all reporting required in the transactions of the fund in conformance with all laws, rules and regulations pertaining thereto.

(Res. 82-9 §3; Res. 00-019 §1)

## Chapter 3.60 - INSURANCE RESERVE FUND

### 3.60.020 - Administration.

The ~~vice president~~ Executive Director of ~~F~~inance and ~~administration~~ of Pierce Transit shall be directed to keep and maintain all books, records and accounts in connection with the receipt and disbursement of all cash to and from the accounts as are necessary for adequate control and all reporting required in the transactions of the fund in conformance with all laws, rules and regulations pertaining thereto.

(Res. 82-10 §2; Res. 00-019 §1)

## Chapter 3.62 - LIMITED SALES TAX ANTICIPATION NOTE FUND

### Sections:

#### 3.62.010 - Established—Purpose.

A special fund to be known as the "Pierce Transit limited sales tax anticipation note fund, 1985" (defined in Res. 85-111 as the "Note Fund") is hereby created in the office of the ~~vice president~~ Executive Director of ~~F~~inance and ~~administration~~ of Pierce Transit, and the fund shall be drawn upon for the sole purpose of paying the principal of and interest on the notes issued under Res. 85-111.

(Res. 85-111 §6; Res. 00-019 §1)

## Chapter 3.63 - RESERVE POLICY\*

### 3.63.030 - Insurance reserve.

The insurance reserve will be set at a level to adequately protect the agency from self-insurance risks. The risks associated with self-insurance and the adequacy of reserve levels will be evaluated annually, with an appropriate contribution made to the insurance reserve to meet continued self-insurance requirements and to insulate the agency from impacts on its operating budget associated with self-insured claims.

Self-insurance reserves are designated for general liability, workers' compensation, and unemployment claims as follows:

- A. General liability, to the extent permitted by law, for bodily or personal injury and property damage as a result of an employee's activities performed at the direction of Pierce Transit that are usual and customary to their position and performed within the scope and course of their employment; and financial protection provided for members of the board of commissioners of Pierce Transit, chief executive officer, ~~vice president~~Executive Directors, Executive Team members, and managers for which sums of money they may become legally obligated to pay as a result of wrongful acts whether the alleged acts were by error, misstatement, neglect or breach of duty, including misfeasance, malfeasance or nonfeasance while acting within the scope of their responsibilities as public officials or employees of Pierce Transit;

Formatted: Highlight

## ARTICLE V. - DEBT

### Chapter 3.80 - DEBT POLICY\*

#### 3.80.020 - Policy review.

The established written Pierce Transit debt policy shall be reviewed annually by the ~~vice president~~Executive Director of ~~F~~inance ~~and administration~~. Changes shall be approved by the chief executive officer and the board of commissioners.

(Res. 05-072 §2 (Exh. A (part)))

#### 3.80.030 - Authorized debt issuance personnel.

The board of commissioners authorizes the issuance of debt in accordance with all legal requirements and this debt policy.

The ~~vice president~~Executive Director of ~~F~~inance ~~and administration~~ is the agency contact regarding debt.

(Res. 05-072 §2 (Exh. A (part)))

## Chapter 4.16 - CLAIMS ADJUSTMENT

### Sections:

#### 4.16.010 - Administrative responsibility.

- A. The ~~vice president~~ Executive Director of ~~human resources and labor relations~~ Administration has the responsibility for overall management of the risk management function.
- B. The day-to-day operation of the risk management program is charged to the risk management division within the Department of Human Resources.
- C. The risk management program includes procurement of insurance coverages, establishment of self-insured retention levels, supervision and monitoring of claims against the agency, supervision of litigation claims, coordination of workers' compensation claims, risk assessment and overview and recommendations for safety issues.

(Res. 84-082 §1(Ex. I(part)); Res. 00-019 §1: Res. 00-029 §1)

#### 4.16.020 - Levels of authority.

- A. The risk manager has authority to settle all claims up to \$25,000.
- B. The ~~vice president of human resource and labor relations~~ Executive Director of Administration may extend authority to \$50,000 for settlement of claims.
- C. Claims with settlement value in excess of \$50,000 require the approval of the chief executive officer.

(Res. 84-082 §1(Ex. I(part)); Res. 00-019 §1: Res. 00-029 §1)

1.11 Department Vice President - the principal administrative officer for any of the departments of the Agency.

1.14 Executive Pay Band – Employment positions that are classified in the “E” pay band of the Agency’s then-current classification and compensation system.

1.15 Executive ~~Staff Team~~ - a group composed of the Chief Executive Officer; ~~Vice President, Operations Executive Directors; Vice President; Vice President of Finance and Administration; Vice President, Human Resources & Labor Relations; Vice President, Technology and Transit Development; Communications Manager/Public Relations Officer; Information Technology Manager; General Counsel; Clerk of the Board; and other staff as designated by the Chief Executive Officer.~~

1.17~~8~~ Hiring Authority - the person authorized to hire employees. This includes the Chief Executive Officer, the Department ~~Vice Presidents,~~ Executive Directors, Division Managers, and such others as the Department heads may designate.

~~04.24~~3 Probationary period - a period during which an employee may be discharged or demoted without access to the Agency complaint procedure described in Section 9.0 of these guidelines or the grievance procedure contained in any labor agreement. Except for those positions delineated in Section 2.2.2 herein, All positions require a six-month probationary period upon initial appointment to a regular position and a six-month probationary period following promotion, demotion, or transfer to a position in which the employee has not already completed a probationary period.

2.2.1 This manual shall cover all employees of the Agency, provided that the guidelines pertaining to discipline and the appeal procedure shall not apply to the Chief Executive Officer; ~~the Vice President, Operations; the Vice President, Maintenance; the Vice President, Finance & Administration; the Vice President, Human Resources & Labor Relations; the Vice President, Technology and Transit Development; employees assigned to the Executive pay band,~~ the Clerk of the Board, or the Communications Manager/Public Relations Officer.

2.2.2 Employed at Will – The Chief Executive Officer serves at the pleasure of the Board of Commissioners and the terms and conditions of his or her employment are defined in the employment agreement. Employees assigned to the Executive pay band, the Clerk of the Board, and the Communications Manager/Public Relations Officer serve at the pleasure of the Chief Executive Officer and their employment with Pierce Transit may be terminated with or without cause. Nothing stated in these guidelines shall be construed as providing the Chief Executive Officer, employees assigned to the Executive pay band, the Clerk of the Board, or the Communications Manager/Public Relations Officer with a property right to employment with Pierce Transit.

## 2.5 Administration

The ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration shall be responsible for the interpretation and administration of this manual. The ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate shall devise such detailed procedures and forms and shall maintain such records as are deemed necessary and appropriate to carry out the aims of the personnel program of the Agency as defined by Board policies and this manual.

The ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration shall check all payrolls to determine that all persons on Agency payrolls have been properly appointed and are being paid in accordance with this manual and applicable Master Labor Agreements, and shall certify such fact to the ~~Vice President, Finance & Administration~~Executive Director of Finance so that said ~~Vice President~~Executive Director shall have authority to execute warrants for salaries.

- 2.7.4 Additional access to employee files is limited to the employee's supervisor, manager, ~~vice president~~executive director, ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegates, Chief Executive Officer and such other people based on business need as the employee may request, such as a union official. Hiring authorities may review files of employees being considered for a transfer or promotion.
- 2.7.5 Information from personnel files, with authorization from the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration, may be reviewed by those with an official business "need to know," for example: grievances or arbitration hearings, administrative agency proceedings or lawsuits. Written requests from those external to the Agency must be submitted to the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration with a signed release from the employee unless compelled by law. A standard copying fee will apply to all employee file materials approved for release, including those requested by terminated employees.
- 2.7.6 Employees may express disagreement with material within the file by submitting a written statement for review by the supervisor and the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration. The statement will then be added to the file. Information may not be removed from the personnel file.

## 2.11 Departmental Rules

Each department of Pierce Transit is encouraged to establish departmental rules and procedures. Such rules and procedures shall be in harmony with these guidelines and shall be binding on the employee. A copy of current department rules and procedures shall be filed with the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration.

## 2.12 Nepotism

To prevent conflict of interest or favoritism, no domestic partner (those sharing the same residence) or members of the same family related as mother, father, son, daughter, brother, sister, spouse, uncle, aunt, niece, nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, or daughter-in-law shall be employed in positions where one supervises another or examines or evaluates the employee's work. The ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration is responsible for reviewing and making determinations regarding cases of nepotism and related conflicts or potential conflicts of interest.

## 3.1 Purpose

For the purpose of describing work and assigning salary ranges, the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate shall assign all positions to job classifications based on the duties and responsibilities, difficulty of work, experience and training requirements, and other factors related to job content.

## 3.2 Classification

A job description shall be developed by the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate for each classification of work. The job description will include a summary of the following information, if applicable to the classification:

## 3.3 Review of Positions

The ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate shall periodically review the job descriptions for all classifications and will audit positions to assure their proper classification.

If the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate audits a position and determines that the essential functions, and other responsibilities of the position have changed substantially, the position will be

## 3.4 New Classifications of Work and Salary Adjustments

When it is necessary to add or delete classifications, the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate will prepare the appropriate justification for such additions or deletions for Board review and adoption. The effective date of additions or deletions, to the classification plan pertaining to non-represented positions will normally be on January 1 of each year; provided that other effective dates may be established in the event of a reclassification due to an emergency, reorganization, or a substantially inappropriate wage classification.

#### 4.1 Salary Schedules

The ~~Vice President, Human Resources and Labor Relations~~Executive Director of Administration or delegate will publish schedules of wages and salaries, respectively, for represented and non-represented unit classifications of work. The wage and salary schedules will contain the title of the classification and the assigned salary grade, including the steps in the grade if appropriate. The schedules will be made available to employees and the public for their review.

#### 4.2 Administration of Compensation Program

The ~~Vice President, Human Resources and Labor Relations~~Executive Director of Administration or delegate will administer the compensation program in a manner consistent with the following procedures and limitations:

- 4.2.4 Human Resources will have the responsibility for re-evaluating existing positions or newly created positions when deemed necessary. Based upon the results of the evaluation, the ~~Vice President, Human Resources and Labor Relations~~Executive Director of Administration will recommend the proper classification and grade to the Executive Staff.

#### 4.2.9

- A. Recommendations must be made to the ~~Vice President, Human Resources and Labor Relations~~Executive Director of Administration by an employee's Executive Staff member and accompanied by a performance evaluation outlining the reasons why the employee merits a Performance Premium. The evaluation must identify work program achievements over a significant period of time and specific examples of why the employee's performance is noteworthy and deserving.
- 4.2.11 The Career Progression program provides a mechanism to encourage certain employees in identified technical and professional areas to advance their careers with Pierce Transit as they develop elevated knowledge and skill levels. Progression recommendations should be made conservatively and are not to be used as a means for automatic promotion, or to give an average performer more money. An employee is recommended for advancement by the department ~~Vice President~~Executive Director. This would normally be done through the annual budget process with an effective date of January 1 or the employee's anniversary date. Information regarding the Agency's Career Progression plan and criteria may be obtained in the Human Resources Department.



- 4.3.2 Progression through the salary range is dependent upon evaluation of the employee's performance. Performance evaluations will occur at the discretion of the supervisor but at a minimum, employees shall receive an annual performance and salary evaluation on the applicable review date. Once an employee reaches the top step of the range, evaluations will occur annually according to the following schedule:
- A. February 15 – technical and professional positions
  - B. March 1 – assistant managers and supervisors
  - C. March 15 – managers
  - D. April 15 – ~~vice-presidents~~executive directors
- 4.3.4 Progression to the next step in the salary range requires one year of satisfactory or better performance at the prior step. Upon recommendation of the department ~~Vice President~~Executive Director with the approval of the Chief Executive Officer, an employee may advance two steps. Employees not performing at an acceptable or fully satisfactory level shall not receive a salary adjustment until such time as satisfactory work performance is achieved
- 4.4.1 Employees in represented positions will begin at the first step on their assigned pay grades and will move to the next step at the end of a six-month period unless probation is extended. Subsequent pay increases will be on an annual basis. If a hiring authority determines that an employee's performance is unsatisfactory, written notice of such unsatisfactory performance will be given to the employee and the ~~Vice President, Human Resources and Labor Relations~~Executive Director of Administration or delegate at least ten (10) days prior to the effective date of the scheduled pay increase. The scheduled pay increase shall then be suspended until such time as the hiring authority determines that the employee's performance has achieved a satisfactory level.

## 5.1

The ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate shall be responsible for establishing recruitment, examination and referral procedures and shall be responsible for all employment activity in the Agency.

## 5.2 External Recruitment

When the Agency determines it is necessary to fill a vacancy, the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate will survey the available applicants for the position and decide whether or not it is necessary to open recruitment for the position. The Human Resources Department reserves the right to change or modify the recruitment terms and conditions set forth at Pierce Transit's discretion without prior notice to employees. During periods of active hiring, Relief Transit Operator or hard to fill positions may be hired through an open competitive recruitment with no opening or closing date. Otherwise recruitment for these positions will follow the procedures for all other recruitments listed below. Recruitment will be handled in one of the following ways:



5.2.5 The period of recruitment will consist of the most appropriate timeframe as determined by the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration and hiring authority, usually a minimum of (7) days from the date the position first appears in the classified section of the local newspaper(s).

5.2.6 The period of recruitment may be extended if it is determined necessary by the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration in consultation with the hiring authority.

### 5.3 Internal Recruitment

When the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate and the hiring authority determine that there are an adequate number of employees who might be qualified candidates for a vacancy, the recruitment will be handled in the following manner:

5.3.3 The recruitment period will consist of at least fourteen (14) days, from the date the announcement is first posted on the Agency bulletin boards. If, however, the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration determines that all likely qualified candidates are aware of the opening, the recruitment period may be reduced to seven (7) days.

5.3.4 If an adequate number of qualified candidates do not apply for the position, the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration may extend the recruitment period or move to the open competitive recruitment process. A temporary or contract employee who has been currently performing in a Pierce Transit job function for at least 30 days may complete an application and be considered for internal recruitments.

5.5.2 An evaluation by the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate of the application to determine whether or not the applicant meets the stated minimum qualifications.

5.5.8 The weight assigned to each step in the examination process or to any test, which is administered, will be determined by the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate in consultation with the hiring authority. The weight assigned will reflect the importance of the skill being examined as it relates to the successful performance of the duties of the position.

5.5.9 Applicants who successfully complete the steps of the examination process through Paragraph 5.5.4 will be notified of the results and will remain active candidates until the position is advertised for re-examination, or a period of twelve (12) months from the date the list of eligibles is established whichever occurs earlier. An extension of twelve (12) months to the life of the list of eligible candidates may be granted by the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate if it is determined that a sufficient number of candidates exist.

- 5.6.2 Nothing in this manual shall be construed as limiting the ability of the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or the hiring authority to develop and implement procedures necessary to accomplish the affirmative action plan and recruitment program for the Agency.
- 5.7.6 Failure to notify the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration of changes in address or telephone number.
- 5.7.10 Having been twice before rejected for the same position. Exception may be made on a case-by-case basis as approved by the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration. A person may not re-apply or take a written or practical examination for the same position more than once in a six (6)-month period.

An applicant who has been rejected will receive notice of such rejection. The applicant may request a review of the matter with the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration, provided the applicant requests this review in writing within one (1) week of the day the rejection notice was provided to the applicant.

- 5.8.1 An employee may be rejected during the initial six (6) months of employment with the Agency for unsatisfactory performance, falsification of employment documents and/or failure to adjust to the working conditions. This period may be extended by the hiring authority for up to three (3) months. The hiring authority will notify the affected employee and the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration in writing of the rejection and reasons therefore. Periods of leave of absence without pay or sick leave with pay will not be included in computing the probationary period for represented employees.
- 5.8.2 A represented employee may be rejected during the six (6) months of probation immediately following promotion or transfer to another position. If the hiring authority finds the employee unsuited to the new position, the affected employee and the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration will be notified in writing of the rejection and the reasons therefore. The employee will be restored to their previous position. Periods of leave of absence without pay, sick leave with pay, and vacation with pay will not be included in computing the probationary period for represented employees.
- 5.9.2 When a temporary vacancy occurs due to an approved leave of absence for a regular employee, the length of the temporary appointment may exceed six (6) months. If the appointment is scheduled to last for more than six (6) months, the position will be filled in the same manner as a regular position. Should the regular employee fail to return from the leave of absence, the temporary appointment will become a regular appointment at the recommendation of the hiring authority and the approval of the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration.

#### 5.10 Contract Employment

A contract employee is a temporary employee hired for a specified period of time and scope of work. The length of the contract, scope of work, compensation, and benefits provided, and all other conditions of employment shall be determined by the hiring authority and the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration.

#### 5.11 Reinstatement

At the request of the hiring authority and with the approval of the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration, any person who has resigned from the Agency in good standing or who has voluntarily transferred to another classification may seek reinstatement to their former position if vacant. Reinstatement or reemployment is a decision at the sole discretion of the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration in conjunction with the hiring authority and must be requested within 24 months from the date of resignation or transfer. The request will be considered if there are no employees of the Agency who have been laid off and whose names appear on a reemployment list for the classification. Reinstatement from resignation does not restore seniority or aggregate Agency service.

#### 5.13 Transfers

Requests from employees for transfers from one division/department to another shall be made in writing and shall be directed to the employee's present supervisor and referred to the appropriate Department ~~Vice President~~Executive Director or Division Manager. Such requests shall be given consideration when a suitable vacancy occurs. No employee shall be transferred to a position for which the employee does not possess the minimum qualifications. Upon approval of the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration, an employee may be transferred to another classification with the same rate of pay within the same division.

#### 5.14 Involuntary Transfers

An employee may be involuntarily transferred when the hiring authority determines that the employee's performance has been unsatisfactory and such a transfer to a position in the same classification in another division or department would permit the employee to be more productive. Such involuntary transfer may only occur with the concurrence of the hiring authority who is to receive the involuntarily transferred employee. Upon approval of the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration, an employee may be transferred to other classifications with the same rate of pay within the same division.

5.15

Relocation expenses will have a dollar limit determined by the hiring authority, budgetary consideration and past practice. Reimbursement may be approved for certain relocation expenses such as: moving household goods, moving personal effects, traveling, lodging and meal expenses, house-hunting trips and temporary living expenses. Reimbursable expenses must be accompanied by receipts and submitted to the Department ~~Vice President~~Executive Director or Chief Executive Officer and the Accounting Division as appropriate.

6.2.1

C. Vacation accrual balances shall not exceed an amount equal to 2 years' accrual. A waiver may be requested in the event an employee is unable to use vacation prior to exceeding the 2-year limitation due to critical workload demands or a continued illness due to a job related disability. A written request must be submitted to the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate, for such unused days to accumulate until vacation can be scheduled or the employee returns to work or is separated. Vacation in excess of 2 years' accrual, if not taken within 180 calendar days after the employee returns to work, shall be forfeited.

6.2.2

C. An employee may voluntarily donate vacation leave to another employee who has five days or less of leave available for use for a catastrophic illness of the employee or employee's dependent, the employee's pregnancy medical disability period or a catastrophic event of the employee. The employee shall submit a written request to the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate stating the number of vacation leave hours the employee desires to donate, the name of the employee to whom the hours are to be transferred, and the effective date of the donation.

6.3.5

B. It shall be the responsibility of the hiring authority or designated representative to:

- 1) Review all applications for sick leave and approve those which are bona fide and comply with the provisions of this section and forward same to the ~~Vice President, Human Resources & Labor Relations or delegate~~Executive Director of Administration. The ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate shall not certify the payment of sick leave until such approved applications have been received. Employees still absent at the end of a pay period may be certified for payment of sick leave by the Finance Manager upon recommendation of the hiring authority by signing the payroll, subject to the receipt of an approved application for sick leave pay immediately upon the employee's return to work.

### 6.3.7 Sick Leave Without Pay

A. A probationary or regular employee may be granted a leave of absence without pay by a hiring authority for the entire period of disability because of sickness or injury. The duration of such leave is subject to the limitations as outlined in the Pierce Transit Redeployment Program. The hiring authority or the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate may, from time to time, require that the employee submit a certificate from the attending physician or from a designated physician. In the event of a failure or refusal to supply such certificate, or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of regular duties, the hiring authority, with the approval of the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration, may cancel such sick leave and require the employee to report for duty on a specified date.

### 6.3.8

C. An employee who wishes to donate shall submit a written request to the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration stating the number of sick leave hours being donated, the intended recipient and the effective date of the donation. Forms are available in the Human Resources Department.

### 6.4.1

B. Upon receipt of written orders for active duty training, the employee must immediately submit a copy of such orders with a written request for a leave of absence to the hiring authority. The employee's request for leave of absence and a copy of the training orders will then be forwarded to the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate. The employee, upon return to employment, must submit to the hiring authority a certified copy of the training orders showing the date the employee reported for, and the date of release from, active duty training. The employee's normal regular salary shall continue during the approved period of absence subject to receipt of this certified copy.

6.5.1 The hiring authority, with the approval of the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate, may grant a regular or probationary employee leave of absence without pay not to exceed one year, where granting such leave best serves the interests of the Agency. Leave without pay will be reported in hourly increments for non-exempt employees. No such leave shall be granted except upon written request of the employee submitted in advance stating the reasons therefore and time-inclusive dates of such leave.



- 6.53 The hiring authority, with the approval of the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate, may grant leave of absence without pay to a regular or probationary employee to enable the employee to serve as a representative with a labor or employee organization, provided that the majority membership of such organization consists of employees of the Agency. A request for leave without pay by an employee in order to accept other employment shall be considered as insufficient reason for approval of such request.
- 6.5.4 The hiring authority, with the approval of the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate, shall grant leave of absence without pay to regular or probationary employees for the purpose of service in the Armed Forces, provided that request for such leave shall be in writing and accompanied with a validated copy of military orders directing the employee into active service with the Armed Forces of the United States.
- 6.5.5 Upon request from the employee, the hiring authority, with the approval of the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration, may grant leave in accordance with the provisions of the federal Family and Medical Leave Act (FMLA) and related state laws. Please refer to Pierce Transit's FMLA policy for additional information.
- 6.6.1 All leaves of absence, except FMLA, shall be subject to the condition that the hiring authority may cancel the leave at any time upon prior written notice to the employee and the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate specifying a reasonable date of termination of the leave.
- 6.6.2 The ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate, upon prior notice to the employee and the hiring authority, may cancel an approved leave of absence at any time it is discovered that the employee is using the leave for purposes other than those specified at the time of approval.

## 7.6 Medical Examination

Employees of the Agency during their period of employment may be required by the hiring authority, with the approval of the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration, to undergo medical examinations to determine their physical and mental fitness to perform the work of the position in which they are employed. The costs incurred for such medical examinations shall be borne by the Agency, except as otherwise provided herein.

Determination of physical or mental fitness will be by a physician designated by the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration. The physician will be provided a description of the work to be performed and its physical parameters.

Where an employee of the Agency shall be reported by the examining physician to be physically or mentally unfit to perform work in the position in which the employee is employed, such employee shall have a period of three working days from the date of notification of such determination to indicate in writing their intention to submit the question of physical or mental unfitness to a physician of the employee's own choice at the employee's own expense. The report of such examination shall be provided to the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration not later than twenty (20) working days from the receipt of notification of unfitness by the employee. In the event there is a difference of opinion relative to the diagnosis between the examining physician and the physician chosen by the employee, the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration shall make the final determination. (See Medical Arbitration Clause in Master Labor Agreement, Article IX.)

## 7.7 Identification Badge & Bus Passes

All employees are required to wear a photo identification badge when on Agency property. Employees are provided with a family gate pass and a photo identification badge which also serves as their proximity key card and bus pass. Annual update stickers are issued in December of each year for dependent and retiree bus passes. The pass entitles each individual to unlimited ridership on regularly scheduled service without payment of fare. The employee identification badge is non-transferable. Unauthorized use may result in disciplinary action. Lost identification badges or family gate passes must be reported to the security specialist and may be replaced at no cost for the first time. For additional lost ID cards or passes, the employee will be charged a \$25.00 restoration fee. The identification badge and bus passes are considered Agency property and must be surrendered to the Agency upon request by the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate when an employee leaves Pierce Transit.

- 7.14.2 The Chief Executive Officer has authority to assign an Agency vehicle to the ~~Vice President, Operations & Development~~Executive Director of Service Delivery and Support and the ~~Vice President~~Executive Director of Maintenance. Use or acceptance of automobile assignment by the employees will be reported as income to the Internal Revenue Service.

## 8.1

If the hiring authority believes a situation exists requiring the immediate termination or suspension of an employee, the hiring authority should carefully document the reasons for such a decision. Such documentation should indicate that the employee's continued presence at the work site could have detrimental consequences to agency safety, security or morale, or cause public harm. The hiring authority should utilize the disciplinary procedure to the extent that such utilization is reasonable under the circumstances. In such a situation, the employee may be suspended until the process is completed and a decision reached regarding the potential disciplinary action. If the suspension is subsequently found to be unwarranted, restitution shall be made for losses in salary and benefits. In all cases, the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration should be contacted as soon as possible.

## 8.2 Disciplinary Action

Any regular employee may be disciplined for cause by a hiring authority. A written statement of reasons for the suspension, discipline, demotion or dismissal and the effective date shall be submitted prior to the discipline to the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate and a copy thereof personally delivered to or sent by certified mail to the employee affected at the last known address.

## 8.3 Suspension

The hiring authority may suspend a regular employee with or without pay for disciplinary reasons including but not limited to those set forth above. Such suspensions shall not exceed thirty (30) working days. All suspensions shall be subject to review by the Department ~~Vice President~~Executive Director and approval of the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration. A written statement of the reason for the suspension shall be submitted to the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration and to the employee affected in each case, prior to the suspension. Employees who are exempt from the overtime laws are not subject to unpaid disciplinary suspensions, except in increments of full workweeks unless the infraction involves violation of a safety rule of major significance.

## 8.5 Discharge

The hiring authority may discharge a regular employee for disciplinary reasons including but not limited to those set forth above. All discharges shall be subject to review by the Department ~~Vice President~~Executive Director and approval of the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration. A written statement of the reason for the discharge shall be submitted to the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration and to the employee affected in each case prior to the effective date of discharge. With the permission of the hiring authority and the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration, an employee may, in lieu of termination for cause, voluntarily resign but not be eligible for rehire.

## 8.6

If in the opinion of the hiring authority and with the approval of the Department ~~Vice President~~Executive Director and the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration, an employee fails to improve performance to a satisfactory level by the end of the probation, termination or demotion may result.

- 9.3.2 Complaints based on discrimination as defined in Section 2.4 of these guidelines may, at the complainant's option, be submitted in writing directly to the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or the department ~~Vice President~~Executive Director within the time limits specified in 9.3.1. The written complaint shall contain the following:



- 9.3.3 The ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or the Department ~~Vice President~~Executive Director shall investigate the complaint and respond in writing within twenty (20) calendar days after receipt of the complaint.
- 9.3.4 If after twenty (20) calendar days from the date of submission of a written complaint to the ~~Vice President Human Resources & Labor Relations~~Executive Director of Administration or the Department ~~Vice President~~Executive Director, the complaint remains unresolved, or if the complainant is not satisfied with the solution, the complainant shall submit a written complaint to the Chief Executive Officer which shall contain 9.3.2 A, B, and C as specified above and copies of all pertinent correspondence, records and information accumulated up to that date.
- 9.3.5 The Chief Executive Officer may meet with the complainant and the immediate supervisory personnel, the Department ~~Vice President~~Executive Director and the ~~Vice President Human Resources & Labor Relations~~Executive Director of Administration. The Chief Executive Officer shall respond to the complaint in writing within twenty (20) days after receipt of the complaint. The decision of the Chief Executive Officer shall be final and binding on the employee.

## 10.1 Resignation

Any employee wishing to leave the Agency in good standing shall file with the hiring authority at least two (2) weeks before leaving, a written resignation stating the date the resignation shall become effective. Failure to comply with this procedure may be considered cause for denying such employee future employment by the Agency. Unauthorized absence from work for a period of five (5) consecutive days may be considered by the hiring authority as a voluntary resignation, not in good standing. All resignations shall be forwarded to the ~~Vice President of Human Resources & Labor Relations~~Executive Director of Administration or delegate within 24 hours after receipt.

## 10.2.2

Non-represented employees who are laid off may make written request to the ~~Vice President of Human Resources & Labor Relations~~Executive Director of Administration to have their names placed on a re-employment list for the classification from which they were laid off or any equal or lower classification for which they are qualified. The names of employees on the re-employment list may remain on the list for two (2) years from the date of layoff. Names from the re-employment list will be referred for consideration for vacant positions prior to conducting an external recruitment. Employees hired from the re-employment list in a different department or classification must serve a new probationary period beginning on the date of re-employment.

## 10.6 Exit Interview Survey

Prior to leaving the Agency upon separation, employees may have an exit interview with the ~~Vice President, Human Resources & Labor Relations~~Executive Director of Administration or delegate.

## FACT SHEET

**TITLE:** A Resolution Authorizing the First Amendment to Memorandum of Understanding between Pierce County and Pierce Transit for Beyond the Borders Special Needs Transportation Plan

**DIVISION:** Service Delivery/Alternative Transportation

**ORIGINATOR:** Tim Renfro, ADA Eligibility Administrator

**PRECEDING ACTION:** N/A

**COORDINATING DEPARTMENT:** Alternative Transportation/ADA

**APPROVED FOR SUBMITTAL:**

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

**APPROVED FOR AGENDA:**

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

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

**ATTACHMENTS:**

Proposed Resolution  
Exhibit A, Memorandum of Understanding

---

### BUDGET INFORMATION

2017 Budget Amount  
\$170,000

Required Expenditure  
\$20,000 additional to  
previously approved  
\$150,000

Impact  
N/A

Explanation: Amending the memorandum of understanding to expand the program requires an additional expenditure of \$20,000 for a total of \$170,000 contribution by Pierce Transit in 2017. This increased contribution was budgeted by Pierce Transit in 2017.

---

### BACKGROUND:

Beyond the Borders is a transportation program that involves a partnership between Pierce County Community Connections and Pierce Transit. The program is grant funded through the Puget Sound Regional Council (PSRC) competitive Regional Special Needs Transportation program, and Pierce Transit provides matching funds. The program provides transportation connections to allow riders to access Pierce Transit fixed route or SHUTTLE service. The program serves individuals who meet the regional definition of "special needs": people with disabilities; the elderly; people with low income; veterans; and children between the ages of 12 and 18 who are unable to transport themselves. The program provided over 15,000 trips in 2016. Beyond the Borders provides both demand response service as well as routed service from Sumner to Puyallup and from Puyallup to Spanaway.

This resolution seeks approval of additional \$20,000 to be spent in 2017 for Beyond the Borders to provide service that has an increased overlap into the PTBA for dually eligible customers. This will allow Beyond the Borders to provide direct service to destinations for some travelers without necessitating an expensive transfer to SHUTTLE. This will make the trip easier for the customer and will reduce the cost of providing SHUTTLE eligible trips. This amount has already been approved in the 2017 budgeting process. Currently the program only comes into the PTBA area to access transit in South Hill, Spanaway, and the Puyallup valley. If a SHUTTLE eligible individual needs to go beyond this, a transfer to a SHUTTLE is currently required. This expansion would allow access for customers to continue to their destination, potentially as far as 5-7 miles. It will also eliminate costly deadheading that often happens with transfers between the two systems. Staff recommends that this resolution be adopted.

The Parties' memorandum of understanding terminates in December of 2017, and the Parties will evaluate the program and its expansion during 2017 to determine whether additional changes to the Program are needed and whether the memorandum of understanding requires further amendment and/or extension.

#### ALTERNATIVES:

Continue our agreement with Beyond the Borders as it currently stands, which is not recommended as the expansion of this service both saves in SHUTTLE expenses for Pierce Transit and provides for more seamless transportation for customers.

#### RECOMMENDATION:

Approve Resolution No. 17-016, authorizing the First Amendment to Memorandum of Understanding between Pierce County and Pierce Transit Supporting Beyond the Borders in substantially the same form as Exhibit A.

**RESOLUTION NO. 17-016**

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the First Amendment to the Memorandum of Understanding between Pierce County and Pierce Transit for Beyond The Borders Special Needs Transportation Plan

WHEREAS, On January 1, 2016, Pierce County, and Pierce Transit entered into a memorandum of understanding ("MOU") setting forth an agreement concerning the development, funding and implementation of coordinated transportation projects, including a "Coordinated Transportation Plan for people with special transportation needs in Pierce County" including Beyond the Borders Special Needs Transportation; and

WHEREAS, since the Parties' agreement on the MOU, additional aspects to the Program have been added to eliminate the need for paratransit (SHUTTLE) eligible individuals to transfer from Beyond the Borders to SHUTTLE when traveling to certain destinations as far as 5-7 miles inside Pierce Transit's service area; and

WHEREAS, these additions make transportation more seamless and efficient for travelers; and

WHEREAS, the additions to this program eliminate the need for costly deadheading of SHUTTLE and/or Beyond the Borders' services to facilitate a transfer making both services more efficient; and

WHEREAS, both parties wish to amend the MOU to expand the Program which requires an additional expenditure of \$20,000 for a total of \$170,000 contribution by Pierce Transit in 2017; and

WHEREAS, this increased contribution was budgeted by Pierce Transit in its 2017 budget; and

WHEREAS, the Parties' MOU terminates in December of 2017, and the Parties will evaluate the Program and its expansion during 2017 to determine whether additional changes to the Program are needed and whether the MOU requires further amendment and/or extension.

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

Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and execute the First Amendment to the Memorandum of Understanding between Pierce County and Pierce Transit Supporting Beyond the Borders in substantially the same form as Exhibit A hereto.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10th day of April, 2017.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13

PIERCE TRANSIT

---

Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

---

Deanne Jacobson, CMC  
Clerk of the Board

**FIRST AMENDMENT TO**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN PIERCE COUNTY AND PIERCE TRANSIT**  
**SUPPORTING BEYOND THE BORDERS SPECIAL NEEDS TRANSPORTATION**

On January 1, 2016, Pierce County, hereinafter referred to as the "County", and the Pierce County Public Transportation Benefit Area (PTBA) Corporation, hereinafter referred to as "Pierce Transit" (PT), and together, "Parties", entered into a memorandum of understanding ("MOU") setting forth an agreement concerning the development, funding and implementation of coordinated transportation projects, including a "Coordinated Transportation Plan: for people with special transportation needs in Pierce County" ("the Program").

WHEREAS, since the Parties' agreement on the MOU, additional aspects to the Program have been added to eliminate the need for paratransit (SHUTTLE) eligible individuals to transfer from Beyond the Borders to SHUTTLE when traveling to certain destinations as far as 5-7 miles inside our service area;

WHEREAS, these additions make transportation more seamless and efficient for travelers;

WHEREAS, the additions to this program eliminate the need for costly deadheading of SHUTTLE and/or Beyond the Borders' services to facilitate a transfer making both services more efficient; and

WHEREAS, both parties wish to expand the Program which requires an additional expenditure of \$20,000 for a total of \$170,000 contribution by Pierce Transit in 2017;

***Now therefore,*** the parties' MOU is hereby changed to read as follows:

**FUNDING SOURCES and DISTRIBUTION**

Under the terms of this MOU, Pierce Transit will provide up to one hundred and seventy thousand dollars (\$170,000.00) in 2017 toward Beyond the Borders, as long as Pierce Transit's financial conditions permit this contribution and this funding is allocated in Pierce Transit's budget. The County may use up to 10% of these funds for administrative costs to support this project. Pierce Transit's contribution may not exceed fifty percent (50%) of the local project cost, and may be used to match the County's other available resources including any eligible combination of local, Federal, or State funding to be secured by the County, and subject to grant match requirements. The County shall invoice Pierce Transit for final reconciliation of Pierce Transit's contribution no later than December 31, yearly. Final approval and distribution is subject to meeting all grant requirements.

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

All other terms and conditions of the parties' MOU remain unchanged and are incorporated herein by reference.

SIGNATURES ON FOLLOWING PAGE

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

PIERCE TRANSIT PUBLIC TRANSPORTATION  
BENEFIT AREA CORPORATION

PIERCE COUNTY

By: \_\_\_\_\_  
Sue Dreier, Chief Executive Officer

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

Approved as to form:

\_\_\_\_\_

Attest:

Attest:

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

\_\_\_\_\_

## FACT SHEET

TITLE: A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute an Agreement with Clover Park Technical College for a Pilot Student Bus Pass Program

DIVISION: Community Development

ORIGINATOR: Sharon Stockwell, Sr. Employer Services Coordinator

PRECEDING ACTION: NA

COORDINATING DEPARTMENT: Community Development

APPROVED FOR SUBMITTAL:

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

APPROVED FOR AGENDA:

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

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

ATTACHMENTS:

Proposed Resolution  
Exhibit A, Agreement with Clover Park Technical College  
Exhibit B, Community & Technical College Student Bus Pass Program Description

---

### BUDGET INFORMATION

2017 Budget Amount  
N/A

Required Expenditure  
(see explanation below)

Impact  
\$4000

Explanation: This program would authorize use of a sticker by Clover Park Technical College students to be placed on their student identification card and used as a local bus pass. The sticker would be valid for one quarter. Cost of the stickers printed in bulk would be approximately \$1000 per quarter and paid from local operating funds. The sticker design is being prepared and bids will be obtained for printing.

---

### BACKGROUND:

Pierce Transit has interest in working with Community and Technical Colleges to provide a universal bus pass to all students registered at such colleges in order to engage their interest in riding public transportation and provide the easiest possible access to our services. Pierce Transit seeks to be a student's first choice when deciding among transportation options. The program is designed to introduce this group of students to riding public transportation and the hope is to ultimately develop a culture for using these services. The Community and Technical College student pass program seeks to build Pierce Transit ridership, support economic development via access to post high school education, and assist low income and minority populations reaching continuing education opportunities.



The Community & Technical College Student Bus Pass Program as designed for Clover Park Technical College will make a pass available a pass to every eligible student at the college at a discounted price. This is designed to be a pilot to test the program at Clover Park Technical College (CPTC) where the students have opted to use a portion of student fees to support the program costs.

CPTC will give each student a sticker to be placed on their student identification card, and that card will give the student the ability to ride a local Pierce Transit bus route or SHUTTLE during the quarter they are enrolled. Pierce Transit will provide the stickers for four of the five academic Quarters of the pilot program; CPTC produced the stickers for the first Quarter. The fee for the passes is highly discounted in order to get a pass into every student's hand. This pilot will test if we can achieve easier access for students to reach their classes and whether Pierce Transit can realize increased transit ridership through this program.

CPTC has agreed to promote the program and gather information about students' use of the passes so that the Agency can gather data to analyze the program's effectiveness. The pilot program with CPTC is for five academic Quarters, ending at the end of Spring Quarter, 2018. The proposed cost for the pilot program is:

<b>Annual Pilot Program Pricing</b>		
<b># Students</b>	<b>Annual</b>	<b>Quarterly</b>
<b>&gt;1,000</b>	\$5,000	\$1,250
<b>1,001-2,500</b>	\$15,000	\$3,750
<b>2,501-5,000</b>	\$30,000	\$7,500
<b>5,001-7,500</b>	\$45,000	\$11,250
<b>7,501-10,000</b>	\$60,000	\$15,000

CPTC currently enrolls 4390 Full Time Equivalent Students (FTES) for an annual contract price of \$30,000. If every student were to take advantage of this offer, this would equate to roughly \$6.00 per annual pass.

It is not anticipated that every student will take this offer, but this pilot helps us gain data and test this pricing level. Toward the conclusion of the pilot program, staff will return to the Board with findings and recommendations. Potential changes to the pricing structure may be recommended using data from the pilot such as boardings at adjacent bus stops and student survey information.

CPTC is the first college to sign up for this student pass program and has requested an immediate effective date with Spring Quarter, beginning April 3, 2017. To allow for this fast start up, staff provided an informational update to the Executive Finance Committee at their meeting on March 23, 2017. Because of a mutual commitment to this program, staff requests that the agreement be made retroactive to April 1, 2017.

ALTERNATIVES:

Do not approve the CPTC Student Bus Pass Pilot Agreement. An option is to require community and technical colleges to utilize the regional ORCA pass programs instead. However, these programs have set pricing structures and regional policies that do not allow for flexible pricing structures that can put a pass into every student's hands.

RECOMMENDATION:

Approve Resolution 17-014 authorizing the Chief Executive Officer to enter into and execute an agreement with Clover Park Technical College for a Pilot Student Bus Pass Program retroactive to April 1, 2017 and ending June 29, 2018.

## RESOLUTION NO. 17-014

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to Enter  
2 Into and Execute an Agreement with Clover Park Technical College for a Pilot Student Bus Pass Program  
3

4 WHEREAS, Pierce Transit has interest in working with Community and Technical Colleges to provide  
5 a universal bus pass to all students registered at such a college in order to engage their interest in riding  
6 public transportation, become a student's first choice for transportation, and provide the easiest possible  
7 access to our services; and

8 WHEREAS; the proposed pilot Community and Technical College Student Pass program seeks to build  
9 Pierce Transit ridership, support economic development via access to post high school education, and assist  
10 low income and minority populations reaching continuing education opportunities; and

11 WHEREAS, the proposed pilot student pass program at Clover Park Technical College (CPTC) will test  
12 making available a local bus pass via a sticker affixed to Student Identification Cards to every eligible student  
13 at the college at a discounted price; and

14 WHEREAS, CPTC students have elected to use a portion of their student fee program to support the  
15 program costs; and

16 WHEREAS, CPTC currently enrolls 4390 Full Time Equivalent Students (FTES) for an annual contract  
17 price of \$30,000; and

18 WHEREAS, CPTC is the first college to sign up for this student pass pilot program and seeks to begin  
19 the program immediately with their Spring Quarter which begins on April 3, 2017; and

20 WHEREAS, to accommodate this quick startup of the CPTC pass program and to express our mutual  
21 commitment to this program, the parties' agreement should be retroactive to April 1, 2017; and

22 WHEREAS, Staff will return to the Board toward the conclusion of the pilot with findings and  
23 recommendations.

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

25 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and  
26 execute an agreement with Clover Park Technical College for a pilot student bus pass program in  
27 substantially the same form as Exhibit A.

28 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
29 the 10th day of April, 2017.  
30

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13

PIERCE TRANSIT

---

Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

---

Deanne Jacobson, CMC  
Clerk of the Board

**Agreement for Pilot  
Community & Technical College Student Bus Pass Program  
between  
Clover Park Technical College and Pierce Transit**

Pursuant to Ch. 39.34 RCW, this agreement (“Agreement”) is made by and between Pierce County Public Transportation Benefit Area Corporation (“Pierce Transit”) and Clover Park Technical College (“CPTC”), a public institute of higher education, either of which may be referred to herein as “Party” or together as the “Parties.”

**RECITALS**

Whereas, Pierce Transit and CPTC have identified a need for customized transit passes for CPTC students; and

Whereas, both Parties seek to provide more transportation options to students attending CPTC and to increase transit ridership; and

Whereas, providing a bus pass to each student and providing educational information about alternative modes of transportation should incentivize students to ride transit; and

Whereas, Pierce Transit is willing and able to test a pilot Community & Technical College Student Bus Pass Program (“the Program”), to provide discounted local bus passes to all eligible students enrolled at CPTC beginning in Spring Quarter 2017; and

Whereas, the Parties desire to enter into an agreement to test the Program at the CPTC campuses for 15 months commencing Spring Quarter, 2017 (April 1, 2017) and ending at the close of Spring Quarter, 2018 (June 29, 2018); and

Now therefore the Parties agree as follows:

**1. PURPOSE OF AGREEMENT**

- 1.1 The purpose of this Agreement is to establish the terms and conditions to provide discounted local bus passes to students at CPTC. The Program is described in Attachment A which is attached hereto. Attachment A is incorporated herein and made a part of this Agreement by this reference.
- 1.2 This Agreement establishes the responsibilities of the Parties in relation to the Project, including methods for financing, implementing, improving and terminating the Project.

**2. PIERCE TRANSIT’S RESPONSIBILITIES**

- 2.1 Pierce Transit will provide discounted student passes for local transit service (“the Pass” or “Passes”) as described in Attachment A.

- 2.2 Pierce Transit will develop and provide the Passes in the form of a sticker that is to be placed on the CPTC student identification (ID) card. The April, 2017 sticker will be designed, produced, paid for, and distributed by CPTC. Pierce Transit reserves the right to approve all materials relating to the sticker. Subsequent quarterly stickers will be designed, produced, and paid for by Pierce Transit
- 2.3 The quarterly sticker will be printed with a specifically engineered aggressive adhesion for plastic cards that destroys the stickers when removed so they cannot be transferred to another card preventing the possibility of fraudulent validation or transferability. The color of the quarterly sticker should change every three months and be designed to fit within the allotted space of the CPTC ID card.
- 2.4 Pierce Transit will monitor transit use, in part, through a review of bus stop boardings adjacent to the college.
- 2.5 Pierce Transit will allow students with a Pass to ride Pierce Transit fixed local routes or SHUTTLE service by showing their Pass and will not require any additional payment by a Pass holder.
- 2.6 Pierce Transit will assist with marketing the program utilizing its usual marketing channels to include but be not limited to: a flyer describing the program and how the passes work, posters for display at CPTC and social media or press notices. To encourage the ongoing success and participation in this program, Pierce Transit will continue to market this Program throughout the term of this Agreement, with additional marketing efforts to occur during the last two weeks of each academic Quarter during the term of this Agreement.
- 2.7 Pierce Transit will establish the information to be collected by CPTC to evaluate ridership and the success of this program, and will work with CTPC to gather feedback from students on a quarterly basis.

### **3. CPTC'S RESPONSIBILITIES**

- 3.1 CPTC will pay its financial share of the Program as described in Attachment A.  
  
CPTC will design, produce, pay for and distribute the Spring 2017 sticker for student ID cards as described in Attachment A.
- 3.2 CPTC will be responsible for printing CPTC Student ID cards pursuant to campus policies and brand standards.
- 3.3 CPTC will be responsible for determining student eligibility of the Program.
- 3.4 CPTC will market the passes through usual marketing channels including but not limited to the college website, flyers, email, and social media and press notices. To encourage the ongoing success and participation in this program, CPTC will

continue to market this Program throughout the term of this Agreement, with additional marketing efforts to occur during the last two weeks of each academic Quarter during the term of this Agreement.

- 3.5 CPTC will distribute the Passes to students registered for the quarter the Pass is valid. CPTC will be responsible for confirming the student's enrollment status at time of sticker distribution. CPTC will affix the Pass to valid CPTC student ID Cards.
- 3.6 CPTC will be responsible for securing and maintaining an accurate sticker inventory. Stickers printed in Spring 2017 by CPTC will be printed with a specifically engineered aggressive adhesion for plastic cards that destroys the stickers when removed so they cannot be transferred to another card preventing the possibility of fraudulent validation or transferability. CPTC shall be responsible for distributing the Pierce Transit Rules of Use for the Community and Technical College Student Bus Pass Program, which will be provided by Pierce Transit.
- 3.7 CPTC will distribute the quarterly stickers and provide a quarterly count to Pierce Transit.
- 3.8 CPTC will work with Pierce Transit to gather feedback and data about the Program from students on a quarterly basis. CPTC will collect data and feedback responsive to the areas of information established by Pierce Transit as provided for in Section 2.7 herein. CPTC will collect, administer, and summarize all data and feedback on the Program and provide such information, including raw data (excluding student identifying information) to Pierce Transit. CPTC will commence collection of this feedback and data at the end of Spring Quarter, 2017, and shall do so each academic Quarter thereafter during the term of this Agreement.

#### **4. COST OF SERVICE**

The cost for the Project will be based on the number of students enrolled at the college as outlined in Attachment A. Pierce Transit will monitor transit use through a review of bus stop boardings adjacent to the college and through the results of the quarterly feedback from students.

#### **5. TERM OF AGREEMENT AND DATES OF QUARTERS**

This Agreement covers the time period when the Project commences on Saturday, April 1, 2017 until the end of Spring Quarter, 2018, (Saturday, June 30, 2018), unless terminated earlier pursuant to the terms found in Section 9 herein. For purposes of this agreement, dates of the CPTC academic Quarters are as follows: Spring, 2017 (April 1, 2017 – June 30, 2017); Summer, 2017 (July 1, 2017 – August 31, 2017); Fall, 2017 (September 1 – December 31, 2017); Winter, 2018 (January 1 – March 31, 2018); and Spring, 2018 (April 1 – June 30, 2018.).

## **6. INVOICES/PAYMENT PROCEDURES**

- 6.1 Pierce Transit will invoice CPTC on an agreed-upon schedule as outlined in Attachment A for CPTC's financial obligation for the Passes.
- 6.2 The total Project costs for this pilot program are based on the number of Full-Time Equivalent Students enrolled at CPTC as shown in Attachment A.
- 6.3 The price summary will be in place through the term of this agreement as shown in Attachment A.
- 6.4 CPTC shall make payment within thirty (30) days after receipt of an invoice.
- 6.5 In kind donations by CPTC that further support marketing and outreach efforts for the Project are considered above and beyond the estimated costs and will not be considered as partial payment of this cost.

## **7. INDEMNIFICATION AND LEGAL RELATIONS**

- 7.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.
- 7.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.
- 7.3 Each Party shall defend, indemnify and hold harmless the other Party, its elected officials, officers, officials, employees and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own sole or proportionate concurrent negligent acts or omissions or the performance of this Agreement. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.



- 7.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or in equity.
- 7.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Pierce County, Washington or the United States District Court of the Western District of Washington, located in Tacoma, Washington, shall have jurisdiction and venue, as provided by law, over any legal action arising under this Agreement.
- 7.6 The provisions of this section shall survive any termination of this Agreement.

## **8. CHANGES AND MODIFICATIONS**

This Agreement may be amended or modified only by prior written agreement signed by the Parties hereto.

## **9. TERMINATION OF AGREEMENT**

- 9.1 Any of the Parties may terminate this Agreement without financial penalty, in whole or in part, for any reason provided, however, the Party terminating the Agreement must give notice of termination at least fourteen (14) calendar days prior to the start of the next academic Quarter to allow both parties' to give appropriate notice to stakeholders and students of the termination of the Program. Such termination must be by written notice delivered by certified mail, return receipt requested, of intent to terminate to the contact listed in Section 16 herein.

## **10. FORCE MAJEURE**

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

## **11. WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a

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

**12. ASSIGNMENT**

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that neither Party shall assign nor transfer in any manner any interest, obligation or benefit of this Agreement without the other's prior written consent.

**13. NO THIRD PARTY BENEFICIARIES**

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

**14. MUTUAL NEGOTIATION AND CONSTRUCTION**

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

**15. ALL TERMS AND CONDITIONS**

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

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

**16. CONTACT PERSONS**

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

	<b>Clover Park Technical College</b>
Contact Name	Cal Erwin-Svoboda
Organization	Clover Park Technical College
Title	Director of Student Involvement
Address	4500 Steilacoom Blvd SW Lakewood, WA 98499
Telephone	253-589-5644
E-Mail	<a href="mailto:cal.erwin@cptc.edu">cal.erwin@cptc.edu</a>

	<b>Pierce Transit</b>
Contact Name	Sharon Stockwell
Title	Senior Employer Services Coordinator
Address	PO Box 99070 Lakewood, WA 98496
Telephone	253-581-8112
Fax	253-777-4580
E-Mail	<a href="mailto:sstockwell@piercetransit.org">sstockwell@piercetransit.org</a>

Each Party warrants and represents that its execution of this Agreement has been authorized by its governing body.

17. **Effective Date.** This Agreement shall take effect when it is signed by all the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CLOVER PARK TECHNICAL  
COLLEGE**

By:

\_\_\_\_\_  
Larry ClarkTitle: Vice President for Finance &  
Administration

Date:

\_\_\_\_\_

**PIERCE TRANSIT**

By:

\_\_\_\_\_  
Sue Dreier

Title: Chief Executive Officer

Date:

\_\_\_\_\_

## Attachment A

### Pierce Transit - Clover Park Technical College Student Bus Pass Program Cost Agreement

#### Program Description:

The Community & Technical College Student Bus Pass Program between Pierce Transit and CPTC is a pilot program to introduce public transportation services to CPTC students.

Quarterly stickers will be made available by CPTC to currently enrolled and eligible students each quarter. While the distribution of quarterly stickers creates an opportunity for a student to ride Pierce Transit, it does not guarantee ridership. This program aims to build a culture of using public transportation services by providing easy, convenient access to students.

#### CPTC FTES

The cost for this Program is based on 2015-2016 CPTC enrollment data: Full-Time Equivalent Students (FTES) for 2015-2016 was 4,390

#### Program Summary:

- Pierce Transit fixed route and SHUTTLE service for all enrolled and eligible CPTC students
  - Lakewood Campus, 4500 Steilacoom Blvd SW, Lakewood, WA 98499
  - South Hill Campus, 17214 110<sup>th</sup> Ave East, Puyallup, WA 98374
- Term: 15 months April 1, 2017 – June 30, 2018
- Payment Terms: 2 payments
 

○ Payment 1 (Spring, Summer, Fall 2017)	\$22,500
○ Payment 2 (Winter and Spring 2018)	\$15,000

#### Pricing Summary:

Annual cost: \$30,000 (Spring, Summer, and Fall Quarters, 2017 and Winter Quarter, 2018)

Quarterly cost: \$7,500 (Spring Quarter, 2018)

**Total cost (Spring Quarter, 2017 – Spring Quarter, 2018): \$37,500.**

# Community & Technical College Student Bus Pass Program

Exhibit B



## Program Description:

Pierce Transit is testing a pilot Community & Technical College Student Bus Pass Program to introduce public transportation services to community college students. Often these students have challenges with access to their college. This program aims to build a culture of using public transportation services by providing easy, convenient access to students.

The Community and Technical College Student Bus Pass Program seeks to build Pierce Transit ridership, support economic development via access to post high school education, and assist low income and minority populations reaching continuing education opportunities. Community and technical colleges are affordable not-for-profit higher education institutions. An analysis of Education Longitudinal Study data showed that 44 percent of low-income students (those with family incomes less than \$25,000 per year) attend community colleges as their first college after high school. The same analysis found that 50 percent of Hispanic students start at a community college, along with 31 percent of African American students, in comparison to 28 percent of white students beginning at community colleges. Additionally a survey of first-time college students data indicates that among first-time college students with family incomes of \$32,000 or less, 57 percent started at a two-year or less-than-two-year college rather than at a four-year institution.

A requirement for the annual Community & Technical College Student Bus Pass Program is that the college will make a local Pierce Transit bus pass available to every eligible student. To make this easy, Pierce Transit will supply a quarterly sticker to be affixed to the Student Identification Card.

Annual Pilot Program Pricing

# Students	Annual	Quarterly
> 1,000	\$5,000	\$1,250
1,001-2,500	\$15,000	\$3,750
2,501-5,000	\$30,000	\$7,500
5,001-7,500	\$45,000	\$11,250
7,501-10,000	\$60,000	\$15,000

## Eligibility Requirements: The Community or Technical College

- is located adjacent to existing Pierce Transit fixed route bus services.
- agrees to an annual program and to distribute a quarterly pass sticker to each eligible student every quarter.
- agrees to utilize the local Pierce Transit bus pass sticker. This program does not include transfer rights to other transit agencies.
- or appropriate student group, will enter into an agreement for the program with Pierce Transit.
- agrees to assist Pierce Transit with outreach to notify students of this annual pass program.
- agrees to assist Pierce Transit with periodic surveys of students to gauge transit ridership and use of the program.
- has a sustainable funding source (i.e. student fee).
- must be a member of the WA State Board for Community and Technical Colleges.

**Evaluation:** Pierce Transit will monitor transit use through a review of bus stop boardings adjacent to the college and student survey data. Renewal pricing at the end of the pilot will be determined based on this data.

## FACT SHEET

TITLE: A Resolution Amending Pierce Transit Code Section 3.72.030 – Tickets; Pierce Transit Code Section 3.72.070 – Free Riding Privileges; and Pierce Transit Code Section 3.72.100 – Special Rates of Fare, to Allow More Flexibility to Modify Fares for Special Events and Other Transit Related Services and Programs

DIVISION: Planning and Community Development

ORIGINATOR: Jay Peterson, Transit Development Manager

PRECEDING ACTION: Resolution 14-038 Authorizing Amendment to Pierce Transit Code Section 3.72, Fare Schedule

COORDINATING DEPARTMENT: Transit Development

APPROVED FOR SUBMITTAL:

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

APPROVED FOR AGENDA:

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

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

ATTACHMENTS:

Proposed Resolution  
Exhibit A, Proposed Fare Code Revisions (proposed changes)

---

### BUDGET INFORMATION

2017 Budget Amount  
N/A

Required Expenditure  
N/A

Impact  
Not to exceed \$300,000 annually in  
waived or discounted fares

---

### BACKGROUND:

The proposed revisions to the Pierce Transit Code ("Code") on fares are intended to: remove the restriction of ticket sales to human/social service agencies and schools to allow for a mobile ticketing pilot project; and to provide the Chief Executive Officer (CEO) more flexibility to modify fares for marketing, special events and other transit related services and programs.

Currently, single ride tickets may only be purchased by social/human service providers and schools. Pierce Transit is in the process of developing a mobile ticketing pilot project. In an effort to allow the highest possible number of customers to purchase a ticket for use on a mobile device, staff recommends removing the social/human service and schools restriction on tickets as found at Section 3.72.030 in the Code. Pierce Transit will continue to sell magnetic stripe tickets to social/human service providers and schools but this revision will allow anyone from the general public to purchase a mobile ticket.

Additionally, the current fare sections relating to free and/or special rates of fare are confusing and constricting. The proposed changes to free ride privileges and special rates of fare are clearer and provide the CEO more flexibility in setting temporary fares for promotional and other programs. The annual amount of lost fare revenue is capped to safeguard against misuse of free or reduced fares.

#### ALTERNATIVES:

The alternative would be not to amend the fare schedule. This is not recommended for we would be unable to sell tickets to the general public for our mobile ticketing pilot project and the sections of the schedule that relate to free and reduced fares would continue to be confusing and unduly restrictive.

#### RECOMMENDATION:

Approve Resolution No. 17-015, authorizing amendments to various sections contained in Pierce Transit Code Section 3.72, Fare Schedule, as presented in Exhibit A.

## RESOLUTION NO. 17-015

A RESOLUTION of the Board of Commissioners of Pierce Transit Amending Pierce Transit Code Section 3.72.030 – Tickets; Pierce Transit Code Section 3.72.070 – Free Riding Privileges; and Pierce Transit Code Section 3.72.100 – Special Rates of Fare, to Allow More Flexibility to Modify Fares for Special Events and Other Transit Related Services and Programs

WHEREAS, the Revised Code of Washington 36.57A provides the Board of Commissioners the general authority to set fares; and

WHEREAS, Pierce Transit is in the process of implementing a mobile ticketing pilot project; and

WHEREAS, the current Fare Schedule allows only social/human service agencies and schools to purchase tickets; and

WHEREAS, removing the restriction of who may purchase tickets will allow the highest possible number of customers to participate in the mobile ticketing pilot project; and

WHEREAS, the current Fare Schedule sections relating to free riding privileges and special rates of fare are confusing and restrictive; and

WHEREAS, the proposed changes to free ride privileges and special rates of fare to include discounted and waived fares are clearer and provide the Chief Executive Officer more flexibility in setting temporary fares for promotional and other programs; and

WHEREAS, the annual amount of lost fare revenue is capped to safeguard against misuse of free or reduced fares; and

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

Section 1. Pierce Transit Code is hereby amended as proposed in Exhibit A and such changes shall be incorporated into the Pierce Transit; and

Section 2. All other provisions contained in Pierce Transit Code Section 3.72.030 shall remain in effect.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10th day of April, 2017.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12

PIERCE TRANSIT

---

Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

---

Deanne Jacobson, CMC  
Clerk of the Board

**EXHIBIT A**  
**PIERCE TRANSIT FARE CODE REVISIONS**

3.72.030 - Tickets.

- A. Full-fare tickets shall be two dollars per ticket.
- B. Youth tickets shall be one dollar per ticket.
- C. Discounted tickets shall be one dollars per ticket.
- D. SHUTTLE tickets shall be one dollar and twenty-five cents per ticket.
- ~~E. Tickets are not for sale to the general public. Only social/human service providers and schools may purchase tickets from Pierce Transit.~~

3.72.070 - Free riding privileges.

- A. An unlimited number of children five years of age and under ride free on any Pierce Transit service when accompanied by a responsible fare paying passenger.
- B. General authority Washington peace officers of a general authority Washington law enforcement agency, or fully commissioned federal peace officers may ride Pierce Transit service without payment of fare provided such officers are in uniform or display their police badge(s) to the transit operator.
- C. The board of commissioners of Pierce Transit shall ride free on all Pierce Transit services.
- ~~D. The chief executive officer or designee is authorized to provide free bus service under the following conditions:
  - 1. Free bus service must be for the purpose of transporting poor and/or infirm individuals to an event for which there is no admission fee and from which the individual receiving the transportation must directly benefit.
  - 2. The free bus service will be provided only on regularly scheduled fixed routes. No additional cost is to be incurred and no extraordinary effort is to be expended by Pierce Transit for the provision of the free bus service.
  - 3. The organization sponsoring the event must be a nonprofit organization.
  - 4. The chief executive officer or designee is authorized to suspend fares at such time an emergency situation is determined to exist.~~

3.72.100 Special rates of fare.

- ~~A. For the purpose of attracting new ridership, relieving congestion, developing marketing strategies, testing prices or experimental service, and implementing other special events, programs or promotions, the chief executive officer may temporarily waive, discount or increase fare, ticket and pass prices. The waiver or discount shall not require the addition of regularly scheduled public transportation services and, in the judgement of the chief executive officer, the value of the program or promotion and the benefit to the public exceeds the expected loss of revenue. The loss in revenue of all such waivers or discounts shall, in the aggregate, be no greater than three hundred thousand dollars annually. The chief executive officer is authorized to establish special rates of fare. These fares may be reduced or increased from the published fare and shall be for the purpose of transit promotions, demonstration projects or special events. The special rates of fare will have a time limit up to six months.~~
- ~~B. The chief executive officer is authorized to suspend fares at such time an emergency situation is determined to exist.~~