



PIERCE TRANSIT BOARD MEETING
Training Center, Rainier Room
3720 96th Street SW, Lakewood, WA
December 11, 2017, 4:00 PM

AGENDA

CALL TO ORDER

ROLL CALL

PRESENTATIONS

- November 2017 Operator of the Month – Tony Barry
Ron MacKenzie
Transit Operator Assistant Manager
- Care-a-van Award
Penny Grellier
Business Partnership Administrator
- 1. FS 17-090, Donation of Surplus Vehicle No. 7144 to
Mountain View Community Center

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, December 1, 2017
2. Minutes: Special Study Session & Regular Board Meeting of November 13, 2017
3. FS 17-080, Authority to Execute a Sole Source Renewal Agreement for Microsoft Premier Services for 2018
4. FS 17-081, Authority to Execute Contract with Christensen, Inc., for SR-512 Transit Center Shelter & Lighting Repairs
5. FS 17-082, A Resolution Authorizing Execution of a Contract for Third Party Administrator for Workers' Compensation
6. FS 17-083, A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute an Agreement with the City of Tacoma to Provide Commute Trip Reduction (CTR) Services and Outreach to City of Tacoma Employers

7. FS 17-084, A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute a Memorandum of Agreement with Pierce County to Provide Commute Trip Reduction (CTR) Services and Outreach to CTR Affected Employers in Pierce County
8. FS 17-085, Authority to Execute a Multi-Year Contract with American Custodial, Inc., for Scheduled Industrial Janitorial Services

ACTION AGENDA

1. FS 17-086, A Resolution Approving the Second Amendment to the Memorandum of Understanding Between Pierce County and Pierce Transit Supporting Beyond the Borders Special Needs Transportation
Tim Renfro
ADA Eligibility Administrator
2. FS 17-087, A Resolution Authorizing the Chief Executive Officer to Enter Into an Interlocal Agreement with Washington State Transit Insurance Pool (WSTIP) for Collision Avoidance System Project
Heidi Soule
Project Management Office Manager
3. FS 17-088, Adoption of the Annual Budget for Fiscal Year 2018
Brett Freshwaters
Executive Director of Finance
4. FS 17-089, A Resolution Authorizing the Terms and Conditions of the Collective Bargaining Agreement (“CBA”) with the Amalgamated Transit Union, Local 758 (“ATU”), for the Period of July 1, 2017 Through December 31, 2020 and To Apply the Same 1.45% Pay Increase to Medicare Excluded Non-Represented Employees
Anh Hoang
Labor Relations Officer

INFORMATIONAL BOARD ITEMS

- Chair Report
Chair Kent Keel
 - ❖ Recognition for Marilyn Strickland and Heather Shadko for Serving on the Pierce Transit Board
- Commissioners’ Comments
- Sound Transit Update

STAFF UPDATES/DISCUSSION

- CEO’s Report
Sue Dreier
Chief Executive Officer

EXECUTIVE SESSION

ADJOURNMENT

FACT SHEET

TITLE: A Resolution Donating Surplus Vehicle #7144 to Mountain View Community Center Pursuant to the Pierce Transit Care-a-van Program

DIVISION: Community Development

ORIGINATOR: Penny Grellier, Business Partnership Administrator

PRECEDING ACTION:

Resolution 15-068 Creating the Care-a-Van Grant Program for Donation of Surplus Vehicles to Qualifying Non-Profit Organizations

COORDINATING DEPARTMENT: Community Development; Fleet Maintenance

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution

BUDGET INFORMATION

2016 Budget Amount
\$0

Required Expenditure
\$0

Impact
\$(3,000)
Estimated Kelly Blue Book value in
"good" condition

Explanation: The following vehicle has been identified by the Maintenance Department as being appropriate for donation through the Care-a-van program, the approximate Kelly Blue Book value of which if sold in "good" condition is:

VIN: 1FBNE31L66DA24624679

Make/Model/Year: 2006 Ford Econoline E350 Passenger

Mileage: 144,126.5

Estimated DOL Value in "good" condition: \$3,000

BACKGROUND:

From time to time, Pierce Transit surpluses rolling stock that has exceeded its useful life for public transit and in the past, Pierce Transit has sold surplus rolling stock at auction for relatively small amounts, because when a vehicle is surplussed, it typically is beyond its reasonable service life and usually has little to no appreciable market value. Certain non-profit organizations have expressed a need for and interest in utilizing Pierce Transit's surplussed vehicles to provide transportation services to Pierce County residents and visitors.

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

By Resolution 15-068, the Board of Commissioners created the Care-a-van program that provides for the donation of surplussed vehicles to certain non-profit organizations expected to utilize the vehicle to defray the cost of Pierce Transit's service, since many of those organizations would be providing trips that would otherwise be provided by Pierce Transit, including trips that would be SHUTTLE eligible. Through the Care-a-van vehicle donation program, interested non-profit organizations have applied for the surplus vehicles through a competitive selection process. In the most recent round of applications, Staff received 10 applications, has ranked those applications based on established criteria, and recommends awarding this vehicle to Mountain View Community Center based on the strength of this organization's application and ranking.

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

Mountain View Community Center is an organization dedicated to helping children, providing support to elementary school students to help them be successful in school. Their Kids Club and Camp Quest programs work to improve the academic outcomes for struggling students living in low-income neighborhoods in Puyallup and Fife. Students are provided with a caring, nurturing environment to help them thrive and grow. Both programs play a vital role in the development of children while ensuring that every student is given the opportunity to participate in a program that is balanced and broadly based.

This Care-A-Van vehicle will allow the organization to provide transportation to the participants from downtown Puyallup to the campus five days a week (seven days for the summer camp program). Children will also be provided transportation for a weekly educational field trip. The addition of this van allows Mountain View Community Center to expand their programming to another school, allows more youth in the area to participate and provides transport to a group of area seniors on a day trip.

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

ALTERNATIVES:

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

RECOMMENDATION:

Approve Resolution No. 17-054 awarding a Care-a-van vehicle to Mountain View Community Center, subject to the terms and conditions of the Care-a-van Agreement.

RESOLUTION NO. 17-054

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Donating Surplus Vehicle #7144 to Mountain
2 View Community Center Pursuant to the Pierce Transit Care-a-van Program
3

4 WHEREAS, By Resolution No. 15-068, the Pierce Transit Board of Commissioners adopted the Care-A-
5 Van Program pursuant to which the Agency may donate an otherwise surplussed vehicle to a qualified non-
6 profit organization, provided that the recipient organization agrees, among other contractual requirements, to
7 maintain and insure the vehicle and provide and report on a certain level of transportation services to Pierce
8 County residents and visitors sufficient to cover the approximate value of the surplus vehicle if it were
9 otherwise sold at auction; and

10 WHEREAS, an application has been submitted by Mountain View Community Center for donation
11 of a surplus vehicle from the Care-A-Van Program; and

12 WHEREAS, Mountain View Community Center is a qualified social service agency organized under
13 and existing pursuant to the laws of the State of Washington; and

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

17 WHEREAS, Pierce Transit has a surplus 2006 Ford Econoline Van, VIN no. 1FBNE31L66DA24679 (" the
18 Van"), and Pierce Transit's Maintenance Department recommends that the Van be surplussed and has
19 determined that the Van is appropriate for donation through the Care-a-van program; and

20 WHEREAS, the donation of the Van will aid Mountain View Community Center in their work for the
21 community while benefiting Pierce Transit by offsetting transportation services that would otherwise be
22 provided by Pierce Transit at greater expense; and

23 WHEREAS, Mountain View Community Center is an organization that offers affordable, out-of-school
24 programs that provide mentors, build life and social skills and support success for children and youth who are
25 struggling academically; and

26 WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of
27 Pierce County that the Van be granted to Mountain View Community Center.
28

1
2 NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

3 Section 1. The Van is hereby donated to Mountain View Community Center pursuant to the terms
4 and conditions in substantially the same form as the Care-a-van Grant Program Agreement attached
5 hereto as Exhibit A.

6 Section 2. Once Mountain View Community Center agrees to all terms of the Pierce Transit's Care-
7 a-van Grant Program Agreement, Pierce Transit staff is authorized to transfer title of said vehicle to
8 Mountain View Community Center.

9 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
10 the 11th day of December, 2017.

11 PIERCE TRANSIT

12
13
14 _____
15 Kent Keel, Chair
16 Board of Commissioners
17

18 ATTEST/AUTHENTICATED

19
20 _____
21 Deanne Jacobson, CMC
22 Clerk of the Board

**PIERCE TRANSIT
BOARD OF COMMISSIONERS SPECIAL STUDY SESSION
MINUTES**

November 13, 2017

CALL TO ORDER

Vice Chair Henderson called the Special Study Session meeting to order at 3:10 p.m.

Commissioners present:

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)*
Bruce Dammeier, Pierce County Executive
Heather Shadko, City of Puyallup Councilmember
Ryan Mello, City of Tacoma Councilmember
Don Anderson, City of Lakewood Mayor
Rick Talbert, Pierce County Councilmember
Marilyn Strickland, Mayor of the City of Tacoma *(arrived at 3:20 p.m.)*

Commissioners excused:

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

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

PRESENTATION AND PUBLIC HEARING

2018 Proposed Budget

Chief Executive Officer Sue Dreier introduced the item, noting budget priorities and how the agency will pursue the priorities.

Executive Director of Finance Brett Freshwaters presented on the item, along with strategic initiative highlights from various Executive Directors with respect to items related to their divisions.

(Commissioner Strickland arrived at 3:20 p.m.)

The proposed operating budget includes four new positions. The proposed capital budget includes the purchase of 20 buses, 38 SHUTTLE vehicles, 28 vanpool vans and 14 support vehicles; funding for the first steps in the agency's Base Master Plan work; other facility projects, such as Commerce Street tunnel refurbishments; and technology and network infrastructure, including security enhancements and a bus training simulator.

Mr. Freshwaters noted the 2018 proposed budget as being balanced, meeting the reserve requirements for the next six years, and including just over 500,000 hours of service – about 75 percent of the service Pierce Transit provided prior to the recession. There are no plans to expand service in 2018; rather, the agency views 2018 as a year of analysis to evaluate the effectiveness of the 45,000 service hours added in 2017.

A discussion ensued with regards to the increase in non-operating expenditures, avenues in which the agency receives grant funding, the breakdown of staff wages and benefits, and budgetary impacts should there be a future downturn in sales tax.

The Board will vote on the budget at its December 11, 2017 meeting.

(Commissioner Mello exited the room at 4:00 p.m. and re-entered the room at 4:01 p.m.)

Vice Chair Henderson provided instructions to the citizens for the public hearing.

At 4:01 p.m., the public hearing was opened and the following individual commented:

- Cinderella Helga, Lakewood, suggested the agency donate its SHUTTLE and bus vehicles upon replacement.

At 4:02 p.m. the public hearing was closed.

REVIEW AND DISCUSSION

2018 Proposed Budget

There was no further review and discussion of the 2018 proposed budget item.

ADJOURNMENT

Commissioners Strickland and Talbert **moved** and seconded to adjourn the meeting at 4:03 p.m.

Motion **carried**, 8-0.

Handouts Provided:

- 2018 Preliminary Budget

Kristol Bias
Records Coordinator/Deputy Clerk of the Board

Nancy Henderson, Vice Chair
Board of Commissioners

**PIERCE TRANSIT
BOARD OF COMMISSIONERS
MINUTES**

November 13, 2017

CALL TO ORDER

Vice Chair Henderson called the meeting to order at 4:12 p.m.

Commissioners present:

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

Commissioners excused:

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

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

October 2017 Operator of the Month ~ Alan Orejana

Transit Operator Assistant Manager Scott Gaines honored Alan Orejana for being selected October 2017 Operator of the Month. Mr. Gaines recognized Mr. Orejana for achieving eight years of accident free driving and two years of honor roll since being hired in 2008. Mr. Gaines read positive supervisor, passenger, and mentee comments highlighting Mr. Orejana's positive attitude and exemplar job performance.

Mr. Orejana accepted the honorary certificate and the Board members extended their appreciation to Mr. Orejana for his service.

Pacific Avenue/SR Corridor High Capacity Transit (HCT) Feasibility Study Update

Principal Planner Darin Stavish gave a brief update on the feasibility study, noting an overview of the project schedule, design concept plans, recent project activities, and the public involvement and outreach plan through January 2018. Mr. Stavish noted that agency staff will evaluate what it has heard from the public, as well as identify and analyze various design concepts and potential station location upon conclusion of the open houses.

Commissioner Talbert noted that the Pierce County Council is also focusing on this item and will be reaching out to agency staff to receive a similar presentation.

A discussion ensued with regards to continuing to offer evening open houses, accommodation for bicycles, and overall safety.

Base Master Plan Review

Senior Planner Janine Robinson gave an update on the agency's Base Master Plan, noting that Pierce Transit is focused on Phase 1 of several phases of the study and will begin design work in early 2018. Ms. Robinson gave a review of what Phase 1 will entail for 2018. Ms. Robinson concluded her presentation noting that all of the Phase 1 projects are included in the agency's 6-year plan, including funding – some of which will come from Sound Transit.

A short discussion ensued with regards to Sound Transit's percentage calculation of improvement cost and the final placement of electric charging stations. Ms. Robinson clarified that the agency is using existing numbers provided by Sound Transit for Phase I of the project and projecting out. Ms. Robinson also clarified that the agency is working hard to avoid any re-work with regards to the final placement of the electric charging stations.

PUBLIC COMMENT

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

- Cinderella Helga, Lakewood, reported on her interaction with Operators while riding the bus, dim lighting at transit stops, and her experience with the agency's ADA appeals process.
- Norman Gollub, Executive Director with Foss Waterway Development Authority Tacoma, expressed his support for the Fast Ferry Feasibility Study between the Tacoma area and Seattle.

- Tim Marble, Puyallup, spoke on behalf of the Pierce County homeless community and suggested the agency provide free bus passes to homeless persons needing to ride the bus to seek and secure employment. Mr. Marble also expressed desire for additional bus service along Canyon Road in Spanaway/Puyallup, beginning at 112th Street through 176th Street.
- Benjamin L. Yeary, Puyallup, spoke on behalf of the Pierce County homeless community and expressed desire for additional bus service along Canyon Road in Spanaway/Puyallup and for the return of restroom facilities at transit stations.
- Laurie Nielsen, Puyallup, spoke on behalf of the Pierce County homeless community and expressed desire for the agency to provide free bus passes to the homeless population.

Commissioner Strickland expressed her support in extending assistance to the homeless population and inquired as to the number of bus passes Pierce Transit sells to Human Service Agencies to ensure the passes are being distributed efficiently.

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

Motion **carried**, 8-0.

1. Approval of Vouchers, November 6, 2017
Operating Fund #10
Self-Insurance Fund #40
Capital Fund #90
Voucher CK Nos. 358786 through 359301
Advance Travel CK Nos. 1253 through 1262
Wire Nos. 2068 through 2087
Total \$6,766,751.53
2. Minutes: Special Study Session & Regular Board Meeting of October 9, 2017
3. Third Quarter Sole Source/100k Report
4. FS 17-074, Authorized the Chief Executive Officer to enter into and execute the two optional year extensions remaining on IPKeys Contract No. PT-45-14 for the 2018 and 2019 calendar year and increase the total 5-year contract not to exceed cost to \$950,000
5. FS 17-075, Adopted Resolution No. 17-042, authorizing the Chief Executive Officer to enter into and execute the Interlocal Agreement (“ILA”) with the Association of Washington Cities (“AWC”) to become a member of the AWC Employee Benefit Trust (the “Trust”)

ACTION AGENDA

1. FS 17-076, A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute an Agreement with Uber, and Partnership Agreements with Pierce College Puyallup and Sound Transit for the Limited Access Connections Pilot Project

Business Partnership Administrator Penny Grellier presented on the item, noting the project concept, timeline, partnerships, reasoning for writing a Sandbox grant, zones, challenges, and next steps.

A question and answer period ensued with regards to inquiries from Commissioner HendersonA . Ms. Grellier clarified that the project is funded with a federal grant aimed at examining how such a program would work and evaluating its success. Under the project, grant funds will pay for Uber rides within specified zones when the traveling public is connecting to and from transit, or in the case of Pierce College, take students home after night classes if they took transit to the college and transit services have ended for the evening.

A short discussion ensued with regards to the projected launch date of the project. General Counsel Dana Henderson clarified that the agency is awaiting a signed contract and has an optimistic launch date of January 1, 2018.

(Commissioner Strickland exited the room at 5:17 p.m. and re-entered the room at 5:18 p.m.)

Commissioner Strickland commended agency staff for their innovation and extended her support of the project.

Commissioners Talbert and Strickland **moved** and seconded to approve Resolution 17-043 authorizing the Chief Executive Officer to enter into and execute an agreement with Uber, and partnership agreements with Pierce College Puyallup and Sound Transit for the Limited Access Connection pilot project in substantially the same form as Exhibits A and B.

Motion **carried**, 8-0.

2. FS 17-077, A Resolution Authorizing the Chief Executive Officer to Explore Partnership Funding for a Feasibility Study for a Fast Ferry from Tacoma to Seattle

Transit Development Manager Jay Peterson presented on the item, asking the Board to allow Pierce Transit to explore partnership opportunities to fund a feasibility study for a Fast Ferry from Tacoma to Seattle. The scope of work could include identification of a possible route; vessel requirements; parking, terminals, and other requirements; potential beach (wake) impacts; ridership estimates; a financial plan; and service delivery models.

The Board's approval of this item would allow the agency to move ahead with identifying funding partners for the study and issuing a Request for Proposal; the agency would still need Board approval to fund Pierce Transit's portion of the study funding. Partners in the study may include the City of Tacoma, Pierce County, the City of Gig Harbor and possibly others.

A discussion ensued with regards to the potential for additional partners from further North, pros and cons of the item and potential study costs.

Commissioners Mello and Shadko **moved** and seconded to approve Resolution No 17-044, authorizing the Chief Executive Officer to release a Request For Proposal for a feasibility study of a fast passenger ferry from Tacoma/South Sound to Seattle and to seek partnership funding for the study.

Motion **carried**, 8-0.

(Commissioners Talbert, Strickland and Shadko left the meeting at 5:45 p.m.)

3. FS 17-078, A Resolution Adopting the 2018 Federal and State Legislative Priorities

Government & Community Relations Officer Alexandra Mather presented on the item, noting the agency's proposed 2018 Federal and State Legislative priorities.

A short discussion ensued with regards to the agency's support of comprehensive tolling reform.

Commissioners Dammeier and Mello **moved** and seconded to approve Resolution No 17-045, adopting the 2018 Federal and State Legislative Priorities as presented in Exhibits A and B.

Motion **carried**, 5-0.

4. FS 17-079, A Resolution Authorizing Pierce Transit to Enter Into and Execute an Interlocal Agreement with Tacoma Community College for a Pilot Student Bus Pass Program

Sr. Employer Services Coordinator Sharon Stockwell presented on the item projected to launch Winter Quarter 2018. A short discussion ensued with regards to the merits and logistics of the program.

Ms. Stockwell clarified that the one-year pilot is designed to make it easier for students to access transit, increase Pierce Transit ridership and introduce transit to this important audience. It is similar to the Pierce Transit pilot program currently underway at Clover Park Technical College (CPTC), which provides a bus pass to all eligible students at a discounted rate. However, instead of students using the student ID cards affixed with a quarterly sticker for fare, as they do at CPTC, Tacoma Community College (TCC) students will be given ORCA cards loaded with a Pierce Transit annual pass.

Commissioners Dammeier and Mello **moved** and seconded to approve Resolution 17-046, authorizing the Chief Executive Officer to enter into and execute an agreement with Tacoma Community College for a Pilot Student Bus Pass Program beginning January 1, 2018 and ending December 31, 2018.

Motion **carried**, 5-0.

STAFF UPDATES/DISCUSSION

CEO's Report

Chief Executive Officer Sue Dreier reported that the agency recently completed its first ever 2016 Annual Report which was mailed out to Board members, local mayors and various stakeholders.

INFORMATIONAL BOARD ITEMS

Chair Report

There were no items to report.

Sound Transit Update

There were no items to report.

Commissioners' Comments

Commissioner Mello provided the November 2017 Puget Sound Regional Council Transit Integration Report to the Board, which notes progress and examples of transit integration.

Commissioner Henderson commended agency staff on successfully passing the 2016 exit audit on November 7, 2017 with no deficiencies. She also extended her appreciation to Government and Community Relations Officer Alexandra Mather for her efforts in assisting with presentations at the various jurisdictions that she represents. Commissioner Henderson concluded her comments encouraging agency staff to brainstorm and present alternate solutions with regards to the recent removal of restrooms at transit stations.

Commissioner Anderson encouraged the Board and Puget Sound Regional Council to consider a more accessible train stop at Joint Base Lewis-McChord's two major access points of DuPont and Tillicum with regards to furthering transit integration.

ADJOURNMENT AND CLOSED SESSION

Commissioners Eiding and Anderson **moved** and seconded to adjourn the meeting into closed session for purposes of discussing Labor Relations, pursuant to RCW 42.30.140 (b) at 6:07 p.m.

Motion **carried**, 5-0.

Handouts Provided:

- November 2017 Puget Sound Regional Council Transit Integration Report

Kristol Bias
Records Coordinator/Deputy Clerk of the Board

Nancy Henderson, Vice Chair
Board of Commissioners

FACT SHEET

TITLE: Authority to Execute a Sole Source Renewal Agreement for Microsoft Premier Services for 2018

DIVISION: Administration

ORIGINATOR: Keith Messner, Chief Technology Officer

PRECEDING ACTION:

FS 16-077, Authority to Execute a Sole Source Renewal Agreement for Microsoft Premier Services for 2017

COORDINATING DEPARTMENT: Information Technology

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

None

BUDGET INFORMATION

2018 Budget Amount
\$355,000

Required Expenditure
\$289,784 including tax

Impact
None

Explanation: Renewal of this agreement is contingent upon the Board of Commissioners' approval of the 2018 budget.

BACKGROUND:

Pierce Transit seeks authority to renew its Microsoft Premier Support Agreement for 2018.

Our current Microsoft Premier Services Agreement expires on January 19th, 2018. Renewal will provide up to 200 hours for Support Assistance; Up to 200 hours for Problem Resolution Support; Third Tier Support for Exchange and Windows; Twelve (12) Onsite Service Resource Site Visits; and Unlimited Access to the Premier Online Website. This agreement also provides tier 3 support for all Agency Microsoft servers – on which all Agency Core Business Systems operate (except for the Agency Trip Planner).

Microsoft is the only provider of these services. They offer two methods of providing this support:

- Pay on a per incident basis – waiting in an incident queue for each incident on a first come basis with all other support calls coming into Microsoft – charge is \$499 per hour.
- Enter into a Support Agreement with Microsoft Premier with priority support.

To meet the need to resolve our Microsoft System Support requirements in an effective and expeditious manner we entered into a Chief Executive Officer approved sole source agreement with Microsoft Premier Services in 2013.

ALTERNATIVES:

The alternative would be to not renew our agreement with Microsoft Premier. This would require us to pay Microsoft on a per incident basis on a first come basis with no priority support. Having no support agreement in place would leave us with no support for our critical Microsoft Core Systems or Microsoft Servers.

RECOMMENDATION:

Authorize the Chief Executive Officer to enter into and execute the Sole Source Renewal Agreement for Microsoft Premier Services for 2018.

FACT SHEET

TITLE: Authority to Execute a Contract with Christensen, Inc., for SR-512 Transit Center Shelter & Lighting Repairs

DIVISION: Finance

ORIGINATOR: Clint Steele, Sr. Project Manager

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT: Project Management Office, Transit Development

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS: None

BUDGET INFORMATION

2017 Budget Amount
\$1,757,051

Required Expenditure
\$248,000
Contingency: \$50,000
Total approved amount:
\$298,000

Impact
N/A

Explanation: This contract is for Phase One of a two-phase project that includes renewal of the 512 Transit Center and Park and Ride. The budget amount includes both phases.

BACKGROUND:

In 1987 Pierce Transit took over operations of the SR-512 Transit Center and Park and Ride from WSDOT. 30 years of weather and heavy use have taken its toll on those facilities. The polycarbonate roof panels have come to the end of their design life and need to be replaced. Many wooden rafter ends, exposed to the elements, have rotted and need to be repaired or replaced. The wood panels supporting the flip down seating are in need of refurbishment. The original fluorescent light fixture covers inside the shelters have yellowed causing reduced lighting. The fixtures themselves have rusted and need to be replaced. The high pressure sodium light fixtures used for site lighting are also 30 years old, are inefficient and costly to maintain. By installing new energy efficient LED light fixtures we will improve night time lighting for our ridership and also reduce ongoing operating costs.

FACT SHEET

PAGE 2

This phase of the Transit center Renewal project is intended to make repairs and bring the 30 year old facilities back into a state of good condition.

Pierce Transit has completed a competitive bid process for the first phase of repairs at the SR-512 Transit Center, which includes bus shelter repairs, utility building repairs, and the replacement of high-pressure sodium and fluorescent fixtures with LED fixtures. Pierce Transit received three bids. The lowest responsible and responsive bidder is Christensen, Inc. Pierce Transit has determined that the bid amount is fair and reasonable.

The second phase, which will be a separate contract and will be completed in 2018, consists primarily of asphalt and concrete replacement, additional site lighting, curb and landscape repairs and ADA ramp improvements.

ALTERNATIVES:

Do not award contract to Christensen, Inc. This is not recommended, as SR 512 Transit Center is in need of repairs.

RECOMMENDATION:

Authorize the Chief Executive Officer to enter into and execute a contract with Christensen, Inc., to perform shelter & lighting repairs at the SR-512 Transit Center in an amount not to exceed \$298,000.

FACT SHEET

TITLE: Authority to Execute a Contract for Third Party Administration of Workers' Compensation with Eberle Vivian

DIVISION: Administration

ORIGINATOR: Rob Huyck, Risk Manager

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT: Purchasing

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution

BUDGET INFORMATION

2018 Budget Amount
\$80,000

Required Expenditure
\$398,200
(years 2018-2021)

Impact
Under budget

Explanation: The bid came in slightly below the budgeted figure.

BACKGROUND:

Staff seeks authority to execute a contract for Third Party Administration (TPA) of Workers' Compensation with Eberle Vivian, in Kent, for the period of January 1, 2018 through December 31, 2021, with two optional one-year periods.

Pierce Transit is self-insured for Workers' Compensation and has been since April 1994. Being self-insured has saved significant funds and allowed Pierce Transit to manage the program more efficiently.

The current contract with Eberle Vivian expires December 31, 2017. In order to develop a new agreement, a Request for Proposals was issued September 26, 2017. Four proposals were received by October 23, 2017. The proposals were evaluated by a committee of Pierce Transit staff. Proposals were evaluated on claims management, experience and qualifications of staff, price, and demonstrated past performance. After evaluation, staff recommends that a contract be executed with Eberle Vivian. They have proven to be a capable firm with good references, with staffing and an approach to handling claims that is consistent with Pierce Transit's standards and criteria set forth in the Request for Proposals. They are the current TPA for Pierce Transit and maintain an office in Kent, WA.

ALTERNATIVES:

An alternative would be to reject all proposals or select an alternate proposer. This is not recommended as staff is recommending the firm that most closely meets the standards of Pierce Transit and the selection criteria as published in the Request for Proposal.

RECOMMENDATION:

Approve Resolution No. 17-047 authorizing the Chief Executive Officer to enter into and execute a contract for Third Party Administration of Workers' Compensation with Eberle Vivian for the period of January 1, 2018 through December 31, 2021, with two optional one-year periods.

RESOLUTION NO. 17-047

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Execution of a Contract for Third Party Administration of Workers' Compensation with Eberle Vivian

WHEREAS, the Board of Commissioners authorized Pierce Transit to be self-insured (Resolution No. 1993-110) for Workers' Compensation and to employ a Third Party Administrator (TPA) to administer claims (Resolution No. 1993-111) submitted under that program; and

WHEREAS, Pierce Transit's current TPA contract with Eberle Vivian expires December 31, 2017; and

WHEREAS, a Request for Proposals was issued September 26, 2017; and

WHEREAS, four proposals were received and evaluated by a committee of Pierce Transit staff; and

WHEREAS, after evaluation, staff recommends that a contract be executed with Eberle Vivian as the most responsive and qualified proposer under the criteria set forth in the Request for Proposal.

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

Section 1. The Board of Commissioners authorizes execution of a contract for Third Party Administration of Workers' Compensation with Eberle Vivian for the period of January 1, 2018 through December 31, 2021, with two optional one-year periods.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 11th day of December, 2017.

PIERCE TRANSIT

Kent Keel, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

FACT SHEET

TITLE: A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute an Agreement with the City of Tacoma to Provide Commute Trip Reduction (CTR) Services and Outreach to City of Tacoma Employers

DIVISION: Community Development

ORIGINATOR: Sharon Stockwell, Sr. Employee Services Coordinator

PRECEDING ACTION: Resolution 15-058, Authority to Enter Into and Execute an Interlocal Agreement with the City of Tacoma to Provide Commute Trip Reduction Services and Outreach to City of Tacoma Employers; and Resolution No. 92-142, Authorizing an Interlocal Agreement with Pierce County Jurisdictions for the Development and Implementation of the Commute Trip Reduction Plans and Programs.

COORDINATING DEPARTMENT: N/A

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed Agreement

BUDGET INFORMATION

2017 Budget Amount
\$34,000

Required Expenditure
\$34,000

Impact
\$0.00

Explanation: \$68,000 in revenue to Pierce Transit is expected under this Agreement for work performed during the 2017-2019 biennium.

BACKGROUND:

The Washington State Legislature passed the Commute Trip Reduction (CTR) law in 1991 to address traffic congestion, air pollution, and fuel consumption. The CTR law requires employers with 100 or more full-time employees at a single worksite scheduled to begin work between the hours of 6-9 a.m., to develop transportation programs to reduce drive alone trips and vehicle miles traveled. Now known as the CTR Efficiency Act, the City of Tacoma's focus is directed to "major employers" located in downtown Tacoma and identified in the City of Tacoma's alternative CTR plan.

With this law, the State provides funding to local jurisdictions to assist employers in developing, implementing, and promoting their transportation programs. The City of Tacoma solicits Pierce Transit's expertise to provide these trip reduction services and outreach to their employers. The City provides funding to Pierce Transit to carry out an agreed upon scope of work, and the Agreement requires ongoing interagency coordination and cooperation to develop a work and communication plan.

ALTERNATIVES:

Decline authorization, and discontinue employer outreach to City of Tacoma employers.

RECOMMENDATION:

Approve Resolution 17-052, authorizing the Chief Executive Officer to enter into and execute an Agreement with the City of Tacoma to provide commute trip reduction services and outreach to City of Tacoma employers from July 1, 2017 – June 30, 2019.

RESOLUTION NO. 17-052

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 the City of Tacoma to Provide Commute Trip Reduction (CTR) Services
3 and Outreach to City of Tacoma Employers
4

5 WHEREAS, by Resolution No. 15-058, approved on the 9th day of November 2015, the Board of
6 Commissioners of Pierce Transit authorized execution of an Interlocal Agreement with the City of Tacoma to
7 provide commute trip reduction services and outreach to City of Tacoma employers for the term of July 1, 2015
8 – June 30, 2017; and

9 WHEREAS; the Washington State Legislature passed the Commute Trip Reduction (CTR) law in 1991 to
10 address traffic congestion, air pollution, and fuel consumption; and

11 WHEREAS, the CTR law requires employers with 100 or more full-time employees at a single worksite
12 scheduled to begin work between the hours of 6-9 a.m., to develop transportation programs to reduce drive
13 alone trips and vehicle miles traveled; and

14 WHEREAS, the City of Tacoma's focus is directed to "major employers" located in downtown Tacoma
15 and identified in the City of Tacoma's alternative CTR plan; and

16 WHEREAS, the State provides funding to local jurisdictions to assist employers in developing,
17 implementing, and promoting their transportation programs; and

18 WHEREAS, the City of Tacoma solicits Pierce Transit's expertise to provide these trip reduction services
19 and outreach to their employers and provides funding to Pierce Transit to carry out an agreed upon scope of
20 work for the 2017 – 2019 biennium; and

21 WHEREAS, the proposed Agreement requires ongoing interagency coordination and cooperation to
22 develop a work and communication plan to further the City's CTR plan.

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

24 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and
25 execute a Memorandum of Agreement with the City of Tacoma, attached hereto as Exhibit A, to provide
26 commute trip reduction services and outreach to City of Tacoma employers from July 1, 2017 – June 30,
27 2019.

28 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
29 the 11th day of December, 2017.
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PIERCE TRANSIT

Kent Keel, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

**COMMUTE TRIP REDUCTION AGREEMENT
BETWEEN
CITY OF TACOMA AND PIERCE TRANSIT**

THIS AGREEMENT (hereinafter "Agreement" or "Contract"), is made and entered into effective as of the 1st day of July, 2017 ("Effective Date"), by and between the **CITY OF TACOMA**, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION**, dba Pierce Transit, a Washington state public transportation benefit area corporation, (hereinafter referred to as "TRANSIT.")

RECITALS

WHEREAS, RCW 70.94.521 through RCW 70.94.555 directs the State, local governments and major employers to reduce air pollution, fuel use, and traffic congestion through commute trip reduction programs; and

WHEREAS, RCW 47.01.078 directs the State to develop strategies to reduce the per capita vehicle miles traveled, to consider efficiency tools including commute trip reduction and other demand management tools, and to promote the integration of multimodal planning in support of the transportation system policy goals described in RCW 47.04.280; and

WHEREAS, RCW 47.80.010 encourages the State and local jurisdictions to identify opportunities for cooperation to achieve statewide and local transportation goals; and

WHEREAS, the State is authorized by WAC 468-83 to establish rules for Commute Trip Reduction (CTR) Plans and is authorized under RCW 35.05.310 and 313 to engage in pilot rulemaking to test and identify alternative CTR plans to achieve the goals of WAC 468-83; and

WHEREAS, the State of Washington provides funding for Public Transportation and CTR programs and through appropriations to the Washington State Department of Transportation (WSDOT); and

WHEREAS, the WSDOT Public Transportation Division is responsible for administering the appropriated funds; and

WHEREAS, by Agreement Number GCB2746 dated July 1, 2017, WSDOT provided funding to CITY to be used solely for activities to accomplish the policy purposes of RCW 70.094.521, hereinafter known as the "Project;" and

WHEREAS, pursuant to RCW 70.94.527 the CITY has the authority to enter into agreements with local transit agencies to coordinate the development and implementation of CTR plans; and

WHEREAS, Pierce Transit is a local transit agency governed by a nine-member Board of Commissioners, which Board includes elected officials representing thirteen jurisdictions, including the City of Tacoma, Pierce County; and

WHEREAS, CITY wishes to enter into this Agreement with TRANSIT for TRANSIT to coordinate the development and implementation of the Project.

NOW, THEREFORE in consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Purpose

The purpose of this Agreement is for CITY to provide funding to TRANSIT to be used solely for activities undertaken to implement CITY's Project and other activities that support that work.

2. Scope of Services/Work

- A.** The TRANSIT agrees to perform all designated tasks of the Project under this Agreement as described in Exhibit A, Scope of Work, attached hereto and incorporated herein and as described in Exhibit B, WSDOT Guidance attached hereto and incorporated herein.

3. Term

- A.** All services shall be satisfactorily completed by June 30, 2019, and this Agreement shall expire on said date unless mutually extended in writing by the Parties.
- B.** In the event this Agreement is signed subsequent to its Effective Date, all Terms and Conditions herein shall operate retroactively to the Effective Date.

4. Funding and Compensation

- A.** The sole funding for this Agreement is funds obtained by CITY from WSDOT. Funding under this Agreement is dependent upon CITY's receipt of funds from WSDOT in accordance with the provisions of Agreement No. GCB2746. The total funding from CITY to TRANSIT under this Agreement shall not exceed \$68,000 without written amendment to this Agreement.

EXHIBIT A

- B.** TRANSIT will be compensated on a quarterly basis upon CITY's receipt of TRANSIT's report and a properly completed invoice using the form shown at Exhibit C establishing TRANSIT's satisfactory performance of the deliverables contained on Exhibit A.
- C.** TRANSIT shall submit quarterly invoices using the invoice voucher contained at Exhibit C for reimbursement of services completed and/or deliverables furnished during the previous quarter. Upon CITY's request, TRANSIT shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.
- D.** Payment shall be made through the CITY's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- E.** The CITY may withhold payment to TRANSIT for any services or deliverables not performed as required hereunder until such time as TRANSIT modifies such services or deliverables to the satisfaction of the CITY.
- F.** All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- G.** In the event TRANSIT incurs cost in excess of the sum authorized for service under this Contract, TRANSIT shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and TRANSIT shall have no claim against the CITY on account thereof.

5. Project Records

TRANSIT agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in order to sufficiently and properly reflect all eligible direct and related costs incurrent in the performance of this Agreement. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

6. Agreement Administration and Right to Audit

- A.** The Public Works Engineering Division, by Meredith Soniat for the CITY shall have primary responsibility for contract administration and approval of services to be performed by TRANSIT, and shall coordinate all communications between TRANSIT and the CITY.
- B.** TRANSIT shall, at such times and in such form as the CITY may reasonably require, but not less than quarterly, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.

- C. Upon CITY's request, TRANSIT shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY's inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under this Contract.

7. Progress Reports

TRANSIT shall submit to CITY quarterly progress reports so that CITY and WSDOT may adequately and accurately assess the progress made under the terms of this Agreement. The progress reports shall be submitted in the form approved by WSDOT, as is contained at Exhibit D. Quarterly progress reports for the first seven (7) quarters are to be submitted to CITY no later than thirty-five (35) days from the end of each calendar quarter. TRANSIT shall also submit to CITY a Final Project Progress Report in a form approved by WSDOT. The Final Project Progress Report shall be submitted to CITY no later than fifteen (15) days from the expiration of this Agreement.

8. Independent Contractor Status

- A. The services and deliverables shall be furnished by TRANSIT as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to TRANSIT. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of TRANSIT's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of TRANSIT. TRANSIT may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, TRANSIT agrees to hold the CITY harmless from those costs, including attorney's fees.

9. TRANSIT shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

10. Records Retention

TRANSIT shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters covered by this Contract. Except as otherwise authorized by the CITY, TRANSIT shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.

11. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be

deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	TRANSIT
Meredith Soniat City of Tacoma 747 Market St. Room 644 Tacoma, WA 98402	Sharon Stockwell Pierce Transit 3701 96 th St. SW Lakewood, WA 98499
Phone: 253-591-5380	Phone: 253-581-8112
e-mail: msoniat@cityoftacoma.org	e-mail: sstockwell@piercettransit.org

12. Termination and Suspension

- A.** The CITY may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to TRANSIT. TRANSIT may terminate this Contract at any time, with or without cause, by giving thirty (30) business days written notice to the CITY. In the event of termination, all finished and unfinished work prepared by TRANSIT pursuant to this Contract shall be provided to the CITY. In the event CITY or TRANSIT terminates this Contract due to the CITY's own reasons and without cause due to TRANSIT's actions or omissions, the CITY shall pay TRANSIT the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B.** The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days written notice to TRANSIT. TRANSIT may suspend this Contract, at its sole discretion, upon seven (7) business days written notice to the CITY. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to TRANSIT's reasonable expenses and shall be subject to verification. TRANSIT shall resume performance of services under this Contract without delay when the suspension period ends.
- C.** Termination or suspension of this Contract by CITY or TRANSIT shall not constitute a waiver of any claims or remaining rights the CITY may have against TRANSIT relative to performance hereunder.

13. Indemnification

- A.** TRANSIT shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

- B.** TRANSIT specifically assumes potential liability for actions brought by TRANSIT's own employees against the CITY and, solely for the purpose of this indemnification and defense, TRANSIT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. TRANSIT RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C.** This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the indemnified party. This indemnification shall survive the termination of this Contract.

14. Insurance

During the course and performance of the services herein specified, TRANSIT will maintain at least the following insurance coverage:

- A.** Workers' Compensation and employer's liability --statutory limits.
- B.** Commercial General Liability --\$1,000,000 single limit combined for personal injury, property damage; \$2,000,000 aggregate.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by TRANSIT's insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without 30 days' written notice given to the CITY. The commercial general liability policy shall be on an occurrence basis and shall include an endorsement naming the CITY as an additional insured and stating that coverage under such policy is primary over and non-contributory with any insurance the CITY may maintain. TRANSIT may demonstrate a program of self-insurance in satisfaction of this insurance requirement.

15. Nondiscrimination

TRANSIT agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. TRANSIT shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by TRANSIT with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

16. Conflict of Interest

No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. TRANSIT shall

comply with all federal, state, and City conflict of interest laws, statutes and regulations. TRANSIT also agrees that its violation of the CITY's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

17. City ownership of Work/Rights in Data and Publications:

- A.** To the extent that TRANSIT creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, TRANSIT agrees to the following: The Work has been specially ordered and commissioned by CITY. TRANSIT agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, TRANSIT hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of TRANSIT's creation of the Work. TRANSIT shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by TRANSIT pursuant to this Contract shall be owned by CITY and subject to the terms of this sub-section. To the maximum extent permitted by law, TRANSIT waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract.
- B.** TRANSIT shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

18. Public Disclosure

- A.** This Contract and documents provided to the CITY by TRANSIT hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and TRANSIT has complied with the requirements of sub-section B herein, CITY agrees to provide TRANSIT ten (10) days written notice of impending release. Should legal action thereafter be initiated by TRANSIT to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by TRANSIT, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and TRANSIT took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to TRANSIT according to the "Notices" provision herein.

EXHIBIT A

- B.** If TRANSIT provides the CITY with records that TRANSIT considers confidential or proprietary, TRANSIT must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If TRANSIT fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) TRANSIT expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

19. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY's right to terminate authorized by this Contract.

20. Miscellaneous Provisions

- A. Governing Law and Venue.** Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- B. Assignment.** TRANSIT shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- C. No Third Party Beneficiaries.** This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver.** A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- E. Severability and Survival.** If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- F. Entire Agreement.** This Contract and the attached Exhibits, as may be modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

G. Modification. No modification or amendment of this Contract shall be effective unless set forth in writing and signed by the Parties.

H. Authority to enter into this Contract. The undersigned TRANSIT representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of TRANSIT.

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

PIERCE TRANSIT

Assistant City Manager

Sue Dreier, Chief Executive Officer

Brett Freshwaters, Chief Financial Officer

Andrew Cherullo, Finance Director

Deanne Jacobson, Clerk of the Board

Tax ID: 91-1103747

Approved as to Form:

Address:

3701 – 96th Street SW
Lakewood, WA 98499

Deputy City Attorney

**EXHIBIT A
PIERCE TRANSIT SCOPE OF WORK
FOR COMMUTE TRIP REDUCTION AGREEMENT CITY OF TACOMA**

OBJECTIVES

The City of Tacoma will coordinate and administer the distribution of funds described in RCW 70.94.521-551. The Washington State Department of Transportation (WSDOT) will provide funds to the CITY to assist in the CITY'S 2017-2019 implementation of Transportation Demand Management (TDM) programs. The CITY will provide funds to TRANSIT for the purpose of implementing and administrating TDM programs including Commute Trip Reduction plans. Funds provided to the parties of this AGREEMENT are to be used solely for activities undertaken to fulfill the requirements of the ACT. The CITY will serve as a liaison between the WSDOT and TRANSIT.

1. ROLE DEFINITION

THE CITY, is primarily responsible for assisting employers with program development, program review and approval, program modifications, and penalties. THE CITY is responsible for overall monitoring of CTR activities within its jurisdiction. THE CITY is responsible for identifying affected employers, reviewing appeals, and communicating changes in the law. THE CITY may transfer primary responsibility of any particular item in this agreement to Pierce Transit upon satisfactory settlement, which may or may not result in additional funding between the two parties.

TRANSIT is primarily responsible for employer training regarding the law; transportation services including bus, train/light rail, carpool, vanpool, bicycle, walk, compressed work week schedules, telework, and other program support elements; program implementation assistance; ongoing contact with employers to assist with program elements; and marketing efforts including development of agreed upon materials and outreach.

2. ADMINISTRATIVE WORK PLAN

TRANSIT agrees to assist the CITY with the development of the WSDOT required administrative work plan.

- A. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures and the budget specific to implementation strategies for the CTR Efficiency Act and other strategies as defined in approved and locally adopted CTR or CTR Downtown Tacoma Alternative plans. These may include, but are not limited to, recruiting new employer worksites, reviewing employer programs, administering surveys, reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.
- B. The administrative work plan budget shall identify how TRANSIT will use the state funds provided in this AGREEMENT to complete work plan tasks associated with TRANSIT

responsibilities.

- C. The administrative workplan, upon completion to the mutual satisfaction of CITY and TRANSIT, shall be adopted by the parties and fully incorporated into the Agreement.

3. EMPLOYER DATABASE MAINTENANCE

TRANSIT will maintain a database of contact information for all CTR participating employers and employee transportation coordinators in Pierce County. The main purpose of this database will be for distributing materials and countywide communication pieces.

4. AFFECTED EMPLOYER CTR PROGRAM DEVELOPMENT

The CITY will be primarily responsible for all affected employer CTR program development activities. Program development activities include, but are not limited to: (1) leading the effort to meet with employers prior to the CTR program submittals by employers, (2) working collaboratively with employers in accordance with the CTR Guidelines when making recommendations to employers regarding the best mix of site-specific CTR strategies, (3) reviewing employer CTR programs for non-downtown sites, (4) making a determination of employer program acceptability, and assisting employers with required reporting and surveying .

From a coordination standpoint, TRANSIT will notify THE CITY of all meetings to be held with employers and about any issues that arose during those meetings. The CITY will decide whether or not to attend those meetings. The CITY will follow the same procedure and TRANSIT will decide whether or not to attend meetings set up by the CITY.

The CITY will request TRANSIT's comments on affected employer CTR programs as needed. TRANSIT's comments will focus on the relevance of specific CTR strategies cited in the employer CTR programs in terms of the ability of the affected employer to meet its CTR goals.

5. ONGOING SUPPORT, WORKSHOPS, AND TRAINING

TRANSIT will meet regularly with the Employee Transportation Coordinators (ETCs) to review the effectiveness of their specific programs. TRANSIT will establish the format, structure, overall responsibilities, and logistics of this effort. TRANSIT effort will include, but will not be limited to, training/workshops in specific areas (such as carpooling, vanpooling, teleworking, etc.), problem solving, conflict resolution, and general idea sharing. The CITY will assist TRANSIT in establishing a procedure and forum for ongoing ETC support for affected employers within its jurisdiction.

Newly affected employers will be provided with the opportunity to attend training sessions that are provided by TRANSIT in association with affected jurisdictions. TRANSIT will develop and maintain a training program including appropriate training materials that can be used to train new ETCs and employer representatives. The training program will be modified by TRANSIT based on the feedback received by the participants of previous sessions and by THE CITY. Training will occur (1) on an ad-hoc basis upon an

employer's designation as affected, (2) on an individual basis as new ETCs are designated, and (3) in group settings when a need is demonstrated.

During TRANSIT's ongoing employer contacts for program implementation assistance, ETCs and employer representatives will be directed to contact the CITY for information regarding program modification, program review, the law, reporting, surveying and penalties.

6. PROGRAM IMPLEMENTATION

The CITY and TRANSIT will continue to meet with employers to provide ongoing support and to assist in the implementation of the services provided for in their approved CTR programs. Employer meetings will be attended by both the CITY and TRANSIT whenever possible.

TRANSIT will take the lead maintaining coordination with THE CITY in assisting employers in such CTR Program implementation services as:

- Ridematch services for carpools and vanpools.
- Carpool and vanpool formation and operation.
- Commuter information centers or assistance with custom orders.
- Bus/train/light rail information and trip planning.
- Support services such as transportation events and marketing materials.
- Marketing material development.
- Emergency Ride Home administration.
- ORCA Business Account promotion and coordination.
- Employer recognition program.
- Incentive program.

The CITY will take the lead maintaining coordination with TRANSIT in assisting employers in such CTR Program implementation services as:

- Reporting requirements.
- Employer surveys and other survey instruments useful to employers.
- Parking management programs specific to individual employer site needs.

7. INTERAGENCY COORDINATION

The CITY and TRANSIT will participate in all meetings of the Pierce County Transportation Demand Management/CTR Technical Work Group, otherwise known as the Pierce Trips team.

The CITY and TRANSIT will notify each other at least monthly of all contacts with employers.

The CITY will provide TRANSIT with copies of employer reports and survey results.

8. MARKETING

TRANSIT will provide the following marketing activities:

- Assist with transportation events at employment sites to encourage employee participation in high-occupancy vehicle (HOV) alternatives and to assist in the promotion of employer offered HOV services and incentives.
- Maintain a commute options website for commuters and employers located in Tacoma.
- Prepare marketing brochures or other informational pieces on all various program elements and services as needed, and distribute them to affected CTR employers and other interested employers within THE CITY.
- Assist employers with their marketing efforts.
- Ensure adequate supplies of materials are provided for commuter information centers at affected employer locations.
- Respond to transit requests made directly by CTR-affected employers.
- Collaborate with the CITY on the CTR Downtown Alternative Program and Downtown on the Go on overall programs and marketing materials.
- Develop Bike Month employer campaign packet, and coordinate Bike Everywhere Challenge. Loan A-boards for use at the annual Bike Swap event at the University of Puget Sound. TRANSIT staff will also participate in the Bike Swap event to promote use of the bike rack on buses and to distribute incentives.

9. PROJECT PROGRESS REPORTING

TRANSIT will provide quarterly progress reports to the CITY using Exhibit D regarding its activities that directly relate to the CTR program within the geographical limits of the City of Tacoma. For the first seven (7) quarters these reports are due no later than thirty-five (35) days from the end of each calendar quarter. The Final Project Progress Report is due no later than fifteen (15) days from the expiration of this Agreement.

The reports will contain a minimum of the following elements:

- A summary of the employer contacts that were made during the quarter.
- A copy of the updated phone/ e-mail employer list – upon request from the CITY.
- Expenditures by budget categories outlined in Exhibit C for funds expended by TRANSIT during the previous quarter for the purpose of CTR implementation.
- A summary of CTR events, projects, training, and employer assistance for the quarter.
- A summary of marketing materials developed and produced.
- Any other key deliverables outlined in the WSDOT approved work plan.

EXHIBIT "B"
WSDOT GUIDANCE

WSDOT Guidance for TDM Incentives

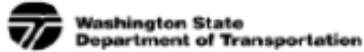
WSDOT recognizes that government must always carefully steward public money and trust. This guidance establishes standards for TRANSIT use of WSDOT administered funds to promote non-single occupancy vehicle modes of travel. Grantees/TRANSITs that receive WSDOT administered funds are required to follow this guidance.

- 1. Any incentives or rewards purchased with WSDOT administered funds must be consistent with these standards. Incentive or reward expenses inconsistent with these standards will not be reimbursed.**
- 2. TDM program funded incentives and rewards:**
 - Must be earned before they are received, except for programs that provide financial subsidies for efficient trips (subsidized bus passes, carpool parking discounts, etc.)
 - Must directly relate to future non-single occupancy vehicle commute/trips and costs. For example, bus pass and vanpool discounts for future trips, money for employers that purchase efficient commute infrastructure like a new bicycle rack, carpool/vanpool parking signs, etc.
 - May not include incentives like VISA gift cards; general retail gift cards like Starbucks or Target or sweepstakes prizes like trips, fine dining or electronics. Cash incentives are never permissible. If your organization provides these types of rewards and incentives using non-WSDOT program funds or donations, you may propose the use of state-provided funds for project administration and marketing. If using donation or other -sourced funds for such incentives, the state should not be identified on promotional or outreach materials.
- 3. Communicate the personal and lasting benefits people receive when they choose alternatives to driving alone.**

In promotional materials, highlight the personal benefits that everyone receives. If you choose to emphasize incentives or prizes, that message should complement rather than substitute for messaging about the more important and universal benefits.

Personal benefit examples include: you will improve your health, reduce your stress, save time, save money, help protect air and water quality, reduce greenhouse gas emissions, save enough money on parking to buy three lattes, receive a free or reduced-price transit pass, or park in vanpool space close to the front door.

Exhibit C
Invoice Sample
Invoices Submitted to CITY
Should Contain these elements



MINORITY BUSINESSES
 MARK BOX(ES) IF APPROPRIATE

INVOICE VOUCHER

M ☐
 W ☐
 E ☐

Email a scan of the signed original with supporting documents if required to
 PTDInvoices@wsdot.wa.gov and Cc to the assigned Community Liaison

Subject: 0 0

VENDOR OR CLAIMANT (WARRANT TO BE PAYABLE TO)		VENDOR'S CERTIFICATE. I hear by certify under penalty of perjury that the items and total listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and / or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex or age. By (SIGNATURE IN INK) _____	
FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (for reporting personal service contract payments to I.R.S.)		TITLE _____ DATE _____	
INSTRUCTIONS TO VENDOR OR CLAIMANT: Show complete detail for each item below.			
DATE	DESCRIPTION	CURRENT EXPENDITURES	
	TDM Implementation/Administration and Employer Support		
	Employer Training/Networking		
	Total Billed This Period	\$0.00	
AGREEMENT	PROGRAM DESCRIPTION	BILLING PERIOD	INVOICE NUMBER
	2015-17 TDM Implementation		0

FOR WSDOT ONLY

ACCOUNTING CLASSIFICATION					
JOB NUMBER	WORK OP	SUB OBJ	ORG NUMBER	NET AMOUNT	VOUCHER #
2P6773-	0723	NZ13	631020	\$0.00	

Reviewed by Community Liaison _____	Date _____
Approved by Business Services Staff _____	Date _____

EXHIBIT “D” Project

Progress Report

Commute Trip Reduction (CTR) Quarterly Project Report

Reporting quarter:		Date:	
Organization:		Agreement number:	GCB2746
Biennial targets	Estimate of drive-alone trips to reduce to meet goal:		
Key deliverables: <i>(from work plan)</i>	•		
Completed activities this quarter			
•			
Planned activities for next quarter			
•			
Describe issues, risks or challenges and resolutions			
•			
Estimated expenditures of state funds for this quarter			
•			

EXHIBIT “E” Project

Progress Report

Commute Trip Reduction (CTR) Final Project Report

Commute Trip Reduction (CTR) Final Project Report

Biennium:	2015-2017	Date:	
Organization:		Agreement number:	GCB
Biennial targets	Estimate of drive-alone trips to reduce to meet goal:		
	•		
Deliverables: (from administrative work plan)	•		
Describe your progress on each of your deliverables this biennium.			
•			
Did you meet your targets for this biennium? Why or why not?			
What were your major successes this biennium? How did they help you make progress toward the goals in your jurisdiction's CTR plan(s) and/or work plans/scope of work?			
•			
What were your major challenges this biennium? How did they hinder your progress toward the goals in your jurisdiction's CTR plan(s) and/or work plans/scope of work?			
•			
How do you measure the performance of your strategies?			
•			
What did you learn this biennium?			
•			
What would help you be more successful in the future? Please be specific (If it's more resources, how much and what would they be for, etc.).			
•			

For each of the strategies in your administrative work plan, describe your expected outcomes, whether you met those outcomes, and why or why not.

Strategy	Expected outcomes	Performance measures	Outcomes met?	Why or why not?

EXHIBIT A

If your organization used other financial resources besides state CTR funds to implement the activities in your administrative work plan for this agreement, please provide the information below.

Source of local funds	Estimated funds spent this agreement	How the funds were used
Total local funds:		

If your organization disbursed any state CTR funds to other organizations to implement the activities in your administrative work plan for this agreement, please list the total amount disbursed for the biennium below.

Organization	Total disbursed this agreement	Purpose of disbursal
Total disbursement:		

FACT SHEET

TITLE: A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute a Memorandum of Agreement with Pierce County to Provide Commute Trip Reduction (CTR) Services and Outreach to CTR Affected Employers in Pierce County

DIVISION: Planning and Community Development

ORIGINATOR: Sharon Stockwell, Sr. Employee Services Coordinator

PRECEDING ACTION: Resolution 15-059, Authority to Enter Into and Execute an Agreement with Pierce County to Provide Commute Trip Reduction Services and Outreach to CTR Affected Employers in Pierce County; and Resolution No. 92-142, Authorizing an Agreement with Pierce County Jurisdictions for the Development and Implementation of the Commute Trip Reduction Plans and Programs.

COORDINATING DEPARTMENT: N/A

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed Agreement

BUDGET INFORMATION

2017 Budget Amount
\$32,219

Required Expenditure
\$32,219

Impact
\$0.00

Explanation: \$64,437 in revenue to Pierce Transit is expected under this Agreement for work performed during the 2017-2019 biennium.

BACKGROUND:

The Washington State Legislature passed the Commute Trip Reduction (CTR) law in 1991 to address traffic congestion, air pollution, and fuel consumption. The CTR law requires employers with 100 or more full-time employees at a single worksite scheduled to begin work between the hours of 6-9 a.m., to develop transportation programs to reduce drive alone trips and vehicle miles traveled. Now known as the CTR Efficiency Act, the focus is directed to employers located within an Urban Growth area. Pierce County employers are subject to this requirement.

With this law, the State provides funding to local jurisdictions to assist employers in developing, implementing, and promoting their transportation programs. Since 1992, Pierce Transit has partnered with Pierce County to provide employer services and outreach to Pierce County CTR affected worksites through an Interlocal Agreement each biennium. Pierce County provides funding to Pierce Transit to carry out an agreed upon scope of work and the Agreement requires ongoing interagency coordination and cooperation to develop a work and communication plan.

ALTERNATIVES:

Decline authorization, and discontinue employer outreach to CTR affected employers in Pierce County.

RECOMMENDATION:

Approve Resolution 17-053 authorizing the Chief Executive Officer to enter into and execute a Memorandum of Agreement with Pierce County to provide Commute Trip Reduction (CTR) services and outreach to CTR affected employers in Pierce County from July 1, 2017 – June 30, 2019.

RESOLUTION NO. 17-053

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to Enter
2 Into and Execute a Memorandum of Agreement with Pierce County to Provide Commute Trip Reduction (CTR)
3 Services and Outreach to CTR Affected Employers in Pierce County
4

5 WHEREAS, by Resolution No. 15-059, approved on the 9th day of November 2015, the Board of
6 Commissioners of Pierce Transit authorized execution of an Interlocal Agreement with Pierce County to provide
7 commute trip reduction services and outreach to CTR affected employers in Pierce County for the term of July 1,
8 2015 – June 30, 2017; and

9 WHEREAS; the Washington State Legislature passed the Commute Trip Reduction (CTR) law in 1991 to
10 address traffic congestion, air pollution, and fuel consumption; and

11 WHEREAS, the CTR law requires employers with 100 or more full-time employees at a single worksite
12 scheduled to begin work between the hours of 6-9 a.m., to develop transportation programs to reduce drive
13 alone trips and vehicle miles traveled; and

14 WHEREAS, the State provides funding to local jurisdictions to assist employers in developing,
15 implementing, and promoting their transportation programs; and

16 WHEREAS, since 1992, Pierce Transit has partnered with Pierce County to provide employer services
17 and outreach to Pierce County CTR affected employers through an Interlocal Agreement with Pierce County
18 each biennium; and

19 WHEREAS, Pierce County provides funding to Pierce Transit to carry out an agreed upon scope of work
20 for the 2017 – 2019 biennium; and

21 WHEREAS, the proposed Agreement requires ongoing interagency coordination and cooperation to
22 develop a work and communication plan to further the County's CTR plan.

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

24 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and
25 execute a Memorandum of Agreement with Pierce County, in substantially the same form Exhibit A attached
26 hereto, to provide commute trip reduction services and outreach to CTR affected employers in Pierce County
27 from July 1, 2017 – June 30, 2019.

28 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
29 the 11th day of December, 2017.
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PIERCE TRANSIT

Kent Keel, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

**MEMORANDUM OF AGREEMENT
BETWEEN PIERCE COUNTY AND PIERCE TRANSIT
REGARDING
TRANSPORTATION DEMAND MANAGEMENT**

THIS MEMORANDUM OF AGREEMENT is entered into this day by and between **Pierce County** (hereinafter referred to as the COUNTY) and **Pierce Transit**, Public Transportation Benefit Area Corporation (hereinafter referred to as TRANSIT).

W I T N E S S E T H

WHEREAS, RCW 70.94.527, (Commute Trip Reduction Efficiency Act "ACT") requires counties containing urban growth areas and cities and towns with "major employers," that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay or jurisdictions that are located in contiguous urban growth areas, or are within an urban growth area with a population greater than seventy thousand people that adopted an ordinance before the year 2000 or jurisdictions that are located in contiguous urban growth areas, or contain a major employment installation in an affected county to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and drive alone commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

WHEREAS, RCW 70.94.541 (2) Washington State Department of Transportation (WSDOT) shall provide for technical assistance to counties, cities, and towns in developing and implementing Commute Trip Reduction ("CTR") plans and programs, and

WHEREAS, RCW 70.94.521 through RCW 70.94.555 establishes the State's leadership role, and the requirements and parameters to reduce traffic congestion, fuel use, and air pollution through the Commute Trip Reduction programs, including the Growth and Transportation Efficiency Centers in Washington State; and

WHEREAS, RCW 47.06.050 requires that when planning capacity and operational improvements, the State's first priority is to assess strategies to enhance the operational efficiency of the existing system, and states that strategies to enhance the operational efficiencies include, but are not limited to, access management, transportation system management, and demand management ("Strategies"); and

WHEREAS, RCW 47.01.078 directs the State to develop strategies to reduce the per capita vehicle miles traveled, to consider efficiency tools including commute trip reduction and other demand management tools, and to promote the integration of multimodal planning in support of the transportation system policy goals described in RCW 47.04.280; and

WHEREAS, the Legislature has directed the State to increase the integration of public transportation and the highway system, to facilitate coordination of transit services and planning, and to maximize opportunities to use public transportation to improve the efficiency of transportation corridors (RCW 47.01.330); and

WHEREAS, RCW 47.80.010 encourages the State and local jurisdictions to identify opportunities for cooperation to achieve statewide and local transportation goals; and

WHEREAS, the State of Washington in its Sessions Laws of 2017, Chapter 313, Section 220 (6) and (7), authorizes funding for Public Transportation and Commute Trip Reduction programs and other special proviso funding through the multi-modal transportation account as identified in the budget through its 2017-2019 biennial appropriations to WSDOT; and

WHEREAS the WSDOT Public Transportation Division is responsible for administering funds on behalf of the Washington State Legislature;

WHEREAS, pursuant to the Commute Trip Reduction Efficiency Act, the COUNTY can allocate to TRANSIT a share of the funds that Washington State is distributing to the COUNTY; and

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

SECTION 1.0 PURPOSE

The purposes of this AGREEMENT are: (1) to allocate to TRANSIT its proportionate share of State funds for implementing and administering a CTR plan support programs and services, and (2) to continue a cooperative approach among TRANSIT, the COUNTY, and other jurisdictions in Pierce County required to plan and administer programs under the ACT in order to address interjurisdictional issues and to meet the statutory requirements of coordination and consistency among the jurisdictions' respective CTR plans.

SECTION 2.0 FUNDING

The sole funding source for this AGREEMENT is funds obtained by COUNTY from WSDOT. Distribution of WSDOT funds to TRANSIT shall be based on the formula set forth in "Attachment A," Fund Allocation Methodology for Washington State Department of Transportation Commute Trip Reduction Funds, attached hereto and incorporated herein by this reference. Funding under this AGREEMENT is dependent upon the COUNTY'S receipt of funds from WSDOT in accordance with the provisions of Agreement Number GCB2757.

SECTION 3.0 SERVICE PROVISIONS

Funds provided to TRANSIT under this AGREEMENT shall be used solely for activities undertaken to fulfill the requirements of "Attachment B," Pierce Transit Statement of Work for Commute Trip Reduction, attached hereto and incorporated herein by this reference.

If this AGREEMENT is used as match for any other related projects with federal funds, in addition to the requirements of Sections 1 through 22 of this AGREEMENT, TRANSIT must assume full responsibility for complying with all federal rules and regulations consistent with the requirements imposed by use of the federal funds on any such related project(s), including but not limited to Title 23 of the U.S. Code, Highways, as applicable, the regulations issued pursuant thereto, 2 CFR Part 200, and 2 CFR Part 1201. TRANSIT must also assume full responsibility for compliance with Federal Highway Administration's (FHWA) Required Contract Provisions Federal-Aid Construction Contracts, FHWA 1273, which may be found here, <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>, and any amendments thereto; and/or the Federal Transit Administration Master Agreement 23, which may be found here, <https://www.transit.dot.gov/sites/fta.dot.gov/files/FTA%20Master%20Agreement%20FY2017%20-%2010-1-2016.pdf>, and any amendments thereto.

SECTION 4.0 AGREEMENT PERIOD

Regardless of the execution date, the effective date of this AGREEMENT shall be July 1, 2017. The expiration date shall be June 30, 2019.

SECTION 5.0 REIMBURSEMENT PROVISION

Payment requests by TRANSIT must be made by July 8, 2019 or within eight (8) days of the termination of this AGREEMENT, whichever occurs sooner. Untimely payment requests need not be honored by the COUNTY.

All invoices and warrants shall be based on and paid on eligible work performed and eligible costs incurred up to the maximum amount identified in Attachment A. Upon the COUNTY'S receipt of funds from WSDOT, the COUNTY will remit a warrant for payment of these funds to TRANSIT by using the formula set forth in Attachment A.

SECTION 6.0 PROJECT RECORDS

TRANSIT agrees to establish and maintain for the project either a separate set of accounts or accounts within the framework of an established accounting system, in order to sufficiently and properly reflect all eligible direct and related indirect project costs claimed to have been incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices,

contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

SECTION 7.0 AUDITS, INSPECTIONS AND RECORDS RETENTION

TRANSIT shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WSDOT that are pertinent to the intent of this AGREEMENT.

WSDOT, the State Auditor, the County and any of their representatives shall have full access and the right to examine during normal business hours and as often as deemed necessary all the records of TRANSIT with respect to matters covered in this AGREEMENT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by the AGREEMENT. In order to facilitate any audits and inspections, all documents, papers, accounting records, and other materials pertaining to this AGREEMENT shall be retained by TRANSIT for six (6) years from the date of completion of the project or the project final payment date; or, in case of litigation, TRANSIT must retain all records until litigation is completed. TRANSIT shall be responsible to assure that it, WSDOT, the State Auditor, the County and any of their representatives, retain comparable audit rights with respect to subcontractors to the TRANSIT within the scope of this Agreement.

SECTION 8.0 PROGRESS REPORTS

TRANSIT shall submit to the COUNTY quarterly progress reports so that the COUNTY and WSDOT may adequately and accurately assess the progress made under the terms of this AGREEMENT. The progress reports shall be prepared as prescribed by WSDOT on the forms provided in Attachment C, "Project Progress Report" and/or as provided and modified by WSDOT staff. TRANSIT shall provide a final progress report, as prescribed in Attachment D, "Final Project Progress Report" and/or as provided and modified by WSDOT staff. Project Progress Reports for the first seven (7) quarters are to be submitted to the COUNTY no later than thirty-five (35) days from the end of each calendar quarter. The Final Project Progress Report for the eighth quarter is due to the COUNTY no later than July 8, 2019 or eight (8) days past termination of the contract, whichever is applicable.

SECTION 9.0 COMPLIANCE WITH LAWS AND REGULATIONS

In carrying out the terms of this agreement, TRANSIT agrees to abide by all applicable state and federal laws and regulations, including but not limited to those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence agreement compliance, and retention of all such records. In carrying out the terms of this agreement, TRANSIT will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW and will also comply with the Americans with Disabilities Act, Public Law 101-336, which provides comprehensive civil

rights protections to individuals with disabilities in the areas of employment public accommodations, state and local government services and telecommunication. In carrying out the terms of this agreement, TRANSIT will adhere to RCW 73.16.010 which provides employment preference in every public department and upon all public works of the state for certain veterans.

SECTION 10.0 AGREEMENT MODIFICATIONS

Either party may request changes to this agreement, including changes in the Statement of Work. Such changes, which are mutually agreed upon, shall be incorporated as written amendments to the AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

SECTION 11.0 TERMINATION OF AGREEMENT

This agreement may be terminated immediately upon provision of written notice by one party in the event the other fails to perform its obligations as described in this AGREEMENT.

Any party may also terminate this AGREEMENT for convenience and without cause by providing the other party with written notice not less the sixty (60) days in advance.

This AGREEMENT may be terminated upon provision of written notice not less than (14) fourteen days prior to the effective date of termination, if the requisite state funding is reduced or becomes unavailable through failure of appropriation or otherwise.

This AGREEMENT may be terminated immediately upon provision of written notice should WSDOT determine that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.

If this AGREEMENT is terminated prior to fulfillment of the terms stated herein, TRANSIT shall be reimbursed only for actual and eligible expenses incurred under this AGREEMENT prior to the date of termination and only to the extent of appropriated funds available at the time of termination.

SECTION 12.0 SPECIAL PROVISION

The COUNTY'S or TRANSIT'S failure to insist upon the strict performance of any provision of this AGREEMENT or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this AGREEMENT.

SECTION 13.0 DEFENSE AND INDEMNITY

TRANSIT agrees to defend, indemnify and save harmless the COUNTY, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the COUNTY, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of TRANSIT, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the COUNTY, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the TRANSIT's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the COUNTY or its agents or employees, and (ii) TRANSIT or TRANSIT's agents or employees

With respect to the performance of this Agreement and as to claims against the COUNTY, its officers, agents and employees, TRANSIT expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the TRANSIT. This waiver is mutually negotiated by the parties to this Agreement.

SECTION 14.0 GOVERNING LAW AND VENUE

This AGREEMENT shall be construed and enforced in accordance with and the validity and performance hereof shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this AGREEMENT shall be the Superior Court of Pierce County, Washington.

SECTION 15.0 SEVERABILITY

In the event any term or condition of this AGREEMENT or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, of this AGREEMENT that can be given effect without the invalid term,

condition. To this end, the terms and conditions of this AGREEMENT are declared severable.

SECTION 16.0 RECAPTURE PROVISION

If the State determines that Commute Trip Reduction funds that have been allocated and distributed to TRANSIT have not been expended in accordance with State law and requests the COUNTY'S assistance in resolving the matter, the COUNTY may withhold further disbursements to TRANSIT until the State notifies the COUNTY that disbursements may be resumed.

If, the State demands that the COUNTY repay to the State funds that have been allocated and distributed by the County to TRANSIT pursuant to Attachment "A", then TRANSIT shall, within 30 days of written demand, repay the equivalent amount to the COUNTY. Such right to demand repayment shall exist for a period not to exceed three (3) years following the termination of this AGREEMENT. In the event that the COUNTY is required to institute legal proceedings to enforce this repayment provision, the COUNTY shall be entitled to its costs thereof including reasonable attorney's fees and court costs.

SECTION 17.0 REDUCTION IN FUNDS

The COUNTY may unilaterally reduce the Statement of Work or budget under this AGREEMENT, if there is a reduction of funds by the source of those funds.

IN WITNESS WHEREOF, the COUNTY and TRANSIT have executed this AGREEMENT as of the date and year written below.

PIERCE COUNTY

DENNIS E. HANBERG
Public Works Director

Date

APPROVED AS TO FORM:

PIERCE TRANSIT

SUE DREIER
Chief Executive Officer

Date

BRETT FRESHWATERS
Chief Financial Officer

Deputy Prosecuting Attorney

Date

Date

ATTEST:

Budget and Finance

Clerk of the Board

Date

Attachment A
FUND ALLOCATION METHODOLOGY FOR
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
COMMUTE TRIP REDUCTION (CTR) FUNDS

Funding allocated by WSDOT for local implementation of CTR activities is based on the following formula:

1. Fifty percent of the WSDOT allocation to Pierce County shall be allocated to Pierce Transit.
2. The remaining state funding for local CTR implementation will be allocated to the affected jurisdictions based on the number of affected worksites in each jurisdiction.
3. At the end of the final quarter any unclaimed state funds shall be allocated to the entities which have reported expenses beyond their allocations. The allocation of unclaimed amounts shall follow steps 1 and 2 as stated above. Over expenditures will be determined by the amounts reported in the final progress reports.

July 1, 2017 – June 30, 2019 Allocation
Based on numbers as of April 15, 2017

	Number of Worksites	Total Allocation
Pierce Transit	n/a	\$64,437
Pierce County	10	\$18,411
City of DuPont	3	\$5,523
City of Fife	3	\$5,523
City of Gig Harbor	2	\$3,682
City of Lakewood	8	\$14,728
City of Puyallup	4	\$7,364
City of Sumner	3	\$5,523
City of University Place	2	\$3,682
TOTAL	35	\$128,873

ATTACHMENT B
PIERCE TRANSIT STATEMENT OF WORK
FOR COMMUTE TRIP REDUCTION

OBJECTIVES

The COUNTY will coordinate and administer the distribution of funds described in RCW 70.94.521-551. WSDOT will provide funds to the COUNTY to assist in the COUNTY'S implementation of Commute Trip Reduction programs. The COUNTY will provide funds to TRANSIT and to the cities with affected employers within the COUNTY that are implementing and administering Commute Trip Reduction plans. Funds provided to the parties of this AGREEMENT are to be used solely for activities undertaken to fulfill the requirements of the ACT. The COUNTY will serve as a liaison between the WSDOT and the parties to this AGREEMENT.

1. ROLE DEFINITION

The affected jurisdiction is primarily responsible for assisting employers with program development, program review and approval, program modifications, and penalties. The affected jurisdiction is responsible for overall monitoring of CTR activities within its jurisdiction. The affected jurisdiction is responsible for identifying affected employers, reviewing appeals, and communicating changes in the law. The affected jurisdiction may transfer primary responsibility of any particular item in this agreement to Pierce Transit upon satisfactory settlement, which may or may not result in additional funding between the two parties.

TRANSIT is primarily responsible for employer training regarding the law; transportation services including bus, train/light rail, carpool, vanpool, bicycle, walk, compressed work week schedules, telework, and other program support elements; program implementation assistance; ongoing contact with employers to assist with program elements; and marketing efforts.

2. ADMINISTRATIVE WORK PLAN

TRANSIT agrees to assist the COUNTY with the development of the WSDOT required administrative work plan by the end of the first quarter.

- A. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures and the budget specific to implementation strategies for the CTR Efficiency Act and other strategies as defined in approved and locally adopted CTR or GTEC plans. These may include, but are not limited to, recruiting new employer worksites, reviewing employer programs, administering surveys, reviewing program exemption requests, providing employer training, providing incentives,

performing promotion and marketing, and providing emergency ride home and other employer, commuter and community services.

- B. The administrative work plan budget shall identify how TRANSIT will use the state funds provided in this AGREEMENT to complete work plan tasks associated with TRANSIT responsibilities. The work plan shall also provide an estimate of the other financial resources not provided in this AGREEMENT will be used to complete work plan tasks.

3. EMPLOYER DATABASE MAINTENANCE

TRANSIT will maintain a database of contact information for all CTR participating employers and employee transportation coordinators in Pierce County. The main purpose of this database will be for distributing materials and countywide communication pieces.

4. AFFECTED EMPLOYER CTR PROGRAM DEVELOPMENT

The affected jurisdiction will be primarily responsible for all affected employer CTR program development activities. Program development activities include, but are not limited to: (1) leading the effort to meet with employers prior to the CTR program submittals by employers, (2) working collaboratively with employers in accordance with the CTR Guidelines when making recommendations to employers regarding the best mix of site-specific CTR strategies, (3) reviewing employer CTR programs, (4) making a determination of employer program acceptability, and assisting employers with required reporting and surveying .

From a coordination standpoint, TRANSIT will notify the affected jurisdiction of all meetings to be held with employers and about any issues that arose during those meetings. The affected jurisdiction will decide whether or not to attend those meetings. The affected jurisdiction will follow the same procedure and TRANSIT will decide whether or not to attend meetings set up by the affected jurisdiction.

The affected jurisdiction will request TRANSIT's comments on affected employer CTR programs as needed. TRANSIT's comments will focus on the relevance of specific CTR strategies cited in the employer CTR programs in terms of the ability of the affected employer to meet its CTR goals.

5. ONGOING SUPPORT, WORKSHOPS, AND TRAINING

TRANSIT will meet regularly with the Employee Transportation Coordinators (ETCs) to review the experiences of their specific programs. TRANSIT will establish the format, structure, overall responsibilities, and logistics of this effort. TRANSIT effort will include, but will not be limited to, training/workshops in specific areas (such as carpooling, vanpooling, teleworking, etc.), problem solving, conflict resolution, and general idea sharing. The affected jurisdiction will assist TRANSIT in establishing a

procedure and forum for ongoing ETC support for affected employers within its jurisdiction.

Newly affected employers will be provided with the opportunity to attend training sessions that are provided by TRANSIT in association with affected jurisdictions. TRANSIT will develop and maintain a training program including appropriate training materials that can be used to train new ETCs and employer representatives. The training program will be modified by TRANSIT based on the feedback received by the participants of previous sessions and by the affected jurisdictions. Training will occur (1) on an ad-hoc basis upon an employer's designation as affected, (2) on an individual basis as new ETCs are designated, and (3) in group settings when a need is demonstrated.

During TRANSIT's ongoing employer contacts for program implementation assistance, ETCs and employer representatives will be directed to contact the affected jurisdiction for information regarding program modification, program review, the law, reporting, surveying and penalties.

6. PROGRAM IMPLEMENTATION

The affected jurisdiction and TRANSIT will continue to meet with employers to provide ongoing support and to assist in the implementation of the services provided for in their approved CTR programs. Employer meetings will be attended by both the affected jurisdiction and TRANSIT whenever possible.

TRANSIT will take the lead maintaining coordination with the affected jurisdiction in assisting employers in such CTR Program implementation services as:

- Ridematch services for carpools and vanpools.
- Carpool and vanpool formation and operation.
- Commuter information centers or assistance with custom orders.
- Bus/train/light rail information and trip planning.
- Support services such as transportation events and marketing materials.
- Marketing material development
- Emergency Ride Home administration

The affected jurisdiction will take the lead maintaining coordination with TRANSIT in assisting employers in such CTR Program implementation services as:

- Reporting requirements
- Employer surveys and other survey instruments useful to employers.
- Parking management programs specific to individual employer site needs.

7. INTERAGENCY COORDINATION

The affected jurisdictions and TRANSIT will participate in all meetings of the Pierce County TDM/CTR Technical Work Group.

The affected jurisdictions and TRANSIT will notify each other at least monthly of all contacts with employers.

Affected jurisdictions will provide TRANSIT with copies of employer reports and survey results.

8. MARKETING

TRANSIT will provide the following marketing activities:

- Assist with transportation events at employment sites to encourage employee participation in high-occupancy vehicle (HOV) alternatives and to assist in the promotion of employer offered HOV services and incentives.
- Maintain a commute options website for commuters, residents and employers located in Pierce County.
- Prepare marketing brochures or other informational pieces on all various program elements and services as needed, and distribute them to affected CTR employers and other interested employers within the affected jurisdiction.
- Assist employers with their marketing efforts.
- Ensure adequate supplies of materials are provided for commuter information centers at affected employer locations.
- Respond to transit requests made directly by CTR-affected employers.

The affected jurisdiction anticipates that additional CTR marketing may be required over and above the dollars proposed under this agreement. Where there is a clear need for additional marketing services including CTR literature, posters, advertisements, brochures, and incentive programs, the affected jurisdiction at its discretion will develop a supplement to this agreement. Pierce Transit, through its continual work with employers, will assist the affected jurisdiction in identifying those needs.

9. PROJECT REPORTING

TRANSIT will provide quarterly progress reports to the COUNTY using Attachment C and Attachment D regarding its activities that directly relate to the CTR program within the geographical limits of all affected jurisdictions. The reports will contain a minimum of the following elements:

- A summary of the employer contacts that were made during the quarter.
- A copy of the updated phone/fax/e-mail employer list.
- Expenditures by budget categories outlined in Attachment C for funds expended by TRANSIT during the previous quarter for the purpose of CTR implementation.

- A summary of CTR events, projects, training, and employer assistance for the quarter.
- Any other key deliverables outlined in the WSDOT approved work plan.

ATTACHMENT C

Project Progress Report

Commute Trip Reduction (CTR) Quarterly Project Report

Reporting quarter:		Date:	
Organization:		Agreement number:	GCB 2757
Biennial targets	Estimate of drive-alone trips to reduce to meet goal:		
Key deliverables: <i>(from work plan)</i>	•		
Completed activities this quarter			
•			
Planned activities for next quarter			
•			
Describe issues, risks or challenges and resolutions			
•			
Estimated expenditures of state funds for this quarter			
•			

ATTACHMENT D
Final Project Progress Report

Commute Trip Reduction (CTR) Final Project Report

Biennium:	2017-2019	Date:	
Organization:		Agreement number:	GCB 2757
Biennial targets	Estimate of drive-alone trips to reduce to meet goal: •		
Deliverables: <i>(from work plan)</i>	•		
Describe your progress on each of your deliverables this biennium.			
•			
Did you meet your targets for this biennium? Why or why not?			
What were your major successes this biennium? How did they help you make progress toward the goals in your jurisdiction's CTR plan(s)?			
•			
What were your major challenges this biennium? How did they hinder your progress toward the goals in your jurisdiction's CTR plan(s)?			
•			
How do you measure the performance of your strategies?			
•			
What did you learn this biennium?			
•			
What would help you be more successful in the future? Please be specific (If it's more resources, how much and what would they be for, etc.).			
•			

For each of the strategies in your administrative work plan, describe your expected outcomes, whether you met those outcomes, and why or why not.

Strategy	Expected outcomes	Performance measures	Outcomes met?	Why or why not?

If your organization used other financial resources besides state CTR funds to implement the activities in your administrative work plan for this agreement, please provide the information below.

Source of local funds	Total spent this agreement	How the funds were used
Total local funds:		

If your organization disbursed any state CTR funds to other organizations to implement the activities in your administrative work plan for this agreement, please list the total amount disbursed for the biennium below.

Organization	Total disbursed this agreement	Purpose of disbursement
Total disbursement:		

FACT SHEET

TITLE: Authority to Execute a Multi-Year Contract with American Custodial, Inc., for Scheduled Industrial Janitorial Services

DIVISION: Maintenance

ORIGINATOR: Larry McCarty, Facilities Maintenance Manager

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT: Facilities Maintenance, Purchasing

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS: None

BUDGET INFORMATION

2018 Budget Amount

Required Expenditure

\$189,300.00

2018 1st YR \$189,300.00

2019 2nd YR \$203,700.00

2020 3rd YR \$209,880.00

2021 4th YR \$209,880.00

2022 5th YR \$209,880.00

Total: **\$1,022,640.00**

Explanation: The contract is for one (1) year of service with four (4) one-year options, effective January 1, 2018.

BACKGROUND:

Staff requests authority to execute a contract for Industrial Janitorial Services for Pierce Transit Maintenance and Operations Base Buildings 1-3, 7, 8, Commerce Street Facilities, North-End Bus Turnaround, Theater Square, and Tacoma Dome Station East and West with American Custodial, Inc. (ACI)

A Request for Proposals for Contract No. PT-56-17 was issued on October 5, 2017 to twenty-one (21) prospective respondents. A Pre-Proposal Conference was conducted including tours of all the facilities in the Scope of Work

referenced in the Request for Proposals with fourteen (14) contractors in attendance. Four (4) responsive proposals were received and evaluated by staff. Based on the criteria in the Request for Proposals, it was determined by the evaluation committee that the services proposed by ACI best meet Pierce Transit's specifications at a competitive cost.

ALTERNATIVES:

The alternative would be to reject all proposals or select an alternate proposal. This is not recommended as staff believes that ACI most closely meets the standards of Pierce Transit and the selection criteria as published in the Request for Proposals.

RECOMMENDATION:

Authorize the Chief Executive Officer to enter into and execute a multi-year contract with American Custodial, Inc., for Industrial Janitorial Services in an amount not to exceed \$1,022,640.

FACT SHEET

TITLE: A Resolution Approving the Second Amendment to the Memorandum of Understanding Between Pierce County and Pierce Transit Supporting Beyond the Borders Special Needs Transportation

DIVISION: Service Delivery and Support

ORIGINATOR: Tim Renfro, ADA Eligibility Administrator

PRECEDING ACTION: Resolution No. 17-016, First Amendment to the Memorandum of Understanding Between Pierce County and Pierce Transit Supporting Beyond the Borders Special Needs Transportation

COORDINATING DEPARTMENT: ADA/Specialized Transportation

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed Agreement

BUDGET INFORMATION

2018 Budget Amount
\$180,000

Required Expenditure
\$540,000 (Years 2018-2020)

Impact
N/A

Explanation: The proposed MOU would go into effect January 1, 2018 through December 31, 2020 and obligates Pierce Transit to contribute \$180,000 annually towards this coordinated transportation program. Beyond the Borders currently receives Special Needs Transportation grant funding from the Puget Sound Regional Council (PSRC) for \$494,631 yearly and \$26,169 yearly from WSDOT. Pierce Transit's contribution of \$180,000 yearly provides required local match for these grants. This request includes an increase of \$10,000 per year over the budget approved for 2017 and this investment will provide funding for the expansion of service overlap. The overlap of service provided to SHUTTLE eligible individuals began a limited test in 2017. By the end of the third quarter, this had created a reduction of over 300 SHUTTLE trips with a savings value exceeding \$9,000. In 2018 Beyond the Borders plans to increase the number of overlapping trips provided by Beyond the Borders, and further reduce the need for transfers to Pierce Transit SHUTTLE, when serving dually eligible individuals.

BACKGROUND:

This MOU supports and leverages resources and funding for Beyond the Borders. Beyond the Borders has been in operation since 2003 and was the first coordinated transportation project developed by the Pierce County Coordinated Transportation Coalition (PCCTC). The program serves individuals with special needs including seniors (age 65 +), individuals with disabilities, low income individuals, and youth (ages 12-17). Pierce County Human Services operates this program. Pierce Transit has been a supporting partner since the beginning. Beyond the Borders was ranked number three on the list of 24 regional programs who requested funding from the PSRC competitive human services grant process for the 2017-2019 biennium.

Beyond the Borders provides connections to Pierce Transit services for those who live outside of the PTBA and provides access to destinations not served by Pierce Transit. The program provides service in Bonney Lake, Buckley, Carbonado, Cascade Junction, Eatonville, Frederickson, Graham, Kapowsin, Lake Tapps, McKenna, Orting, Prairie Ridge, Roy, South Hill, South Prairie, Spanaway, Sumner, and Wilkeson.

The system offers both demand response service as well as connector service. Connector service connects South Hill to Spanaway and recently the Sumner route changed to connect Sumner with Bonney Lake. This route also continues to serve many points of interest in the Sumner valley. The routes deviate up to a mile off route to serve individuals with disabilities or those with travel limitations that prevent them from getting from their homes to the established stops. These routes run on a 45 minute schedule Monday-Friday. Beyond the Borders also offers demand response service for individuals who require higher levels of assistance for travel, or live too far from the routes.

Through the third quarter of 2017, beyond the Borders has averaged 1,251 trips per month, 63% of these trips connect with Pierce Transit services. Of these trips 27% are demand rides, 73% are connector rides.

ALTERNATIVES:

One alternative may be to not fund this program. This would have a devastating impact on the program and result in Pierce County losing over \$500,000 in yearly grant funds due to lack of local match. The program would not survive. Another alternative would be to not increase funding. This is a program with capacity constraints. Those constraints would grow. In addition, Pierce Transit would not be able to have the benefit of further reducing SHUTTLE trips for dually eligible individuals traveling into the PTBA.

RECOMMENDATION:

Approve Resolution No. 17-050, authorizing the Chief Executive Officer to enter into and execute the Second Amendment to the Memorandum of Understanding Between Pierce County and Pierce Transit Supporting Beyond the Borders Special Needs Transportation.

RESOLUTION NO. 17-050

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Approving the Second Amendment to the
2 Memorandum of Understanding (MOU) Between Pierce County and Pierce Transit Supporting Beyond the
3 Borders Special Needs Transportation
4

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

7 WHEREAS, the County is the lead agency for developing a Coordinated Transportation Plan for Pierce
8 County in accordance with Agency Council on Coordinated Transportations (ACCT) guidelines and under the
9 cooperative guidance of the Coalition; and

10 WHEREAS, the County has received grant funding that supports coordinated transportation projects;
11 and

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

15 WHEREAS, both parties wish to enter into a MOU in order to help fund and complete coordinated
16 transportation projects for people with special transportation needs in Pierce County; and

17 WHEREAS, the Parties wish to continue to fund recent improvements in creating seamless
18 transportation for program participants who receive transportation to destinations as far as 5-7 miles within
19 the PTBA; and

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

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

24 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and
25 execute a MOU between Pierce County and Pierce Transit supporting Beyond the Borders Special Needs
26 Transportation Program, effective January 1, 2018 through December 31, 2020.

27 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
28 the 11th day of December, 2017.
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PIERCE TRANSIT

Kent Keel, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

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

On January 1, 2014, Pierce County ("County"), and the Pierce County Public Transportation Benefit Area Corporation, a Municipal Corporation, ("Pierce Transit"), together, "Parties," entered into a memorandum of understanding ("MOU") setting forth an agreement continuing the development, funding and implementation of coordinated transportation projects, including "Beyond the Borders," a coordinated transportation plan for people with special transportation needs in Pierce County (the "Program" or "Beyond the Borders").

RECITALS

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

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

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

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

Whereas, the Parties' MOU expires on December 31, 2017, and both parties wish to continue the MOU in order to help fund and complete coordinated transportation projects for people with special transportation needs in Pierce County to allow for seamless transportation for program participants who receive transportation to destinations as far as 5-7 miles within the PTBA; and

Whereas, the County and Pierce Transit are both willing and interested in continuing their work together to coordinate grants and funding opportunities that support efforts to develop and implement coordinated transportation projects as more set forth in the MOU.

Now therefore, the MOU is hereby amended as follows:

OBJECTIVE

The objective of this Second Amendment to the MOU is to provide funding to support ridership for the Beyond the Borders transportation program from January 1, 2018 through December 31, 2020.

FUNDING SOURCES AND DISTRIBUTION

Under the terms of this MOU, Pierce Transit will provide up to one hundred and eighty thousand dollars (\$180,000) in 2018, and up to one hundred and eighty thousand dollars (\$180,000) in 2019, and up to one hundred and eighty thousand dollars (\$180,000) in 2020 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, and the County has matching grant funds. The County may use up to 10% of these funds for administrative costs to support this project. Pierce Transit's contribution may not exceed (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.

DURATION

The MOU is herewith extended until December 31, 2020, or until both parties agree that the coordinated transportation projects have been completed.

All other conditions of the MOU remain unchanged and are ratified and incorporated as if set forth herein and will continue unchanged during this extended term.

IN WITNESS WHEREOF, the parties hereto hereby agree to the terms of this Second Amendment to the parties' MOU as of the later of the dates set forth below their signatures.

PIERCE COUNTY PUBLIC TRANSPORTATION
BENEFIT AREA CORPORATION

PIERCE COUNTY

By _____
Sue Dreier, Chief Executive Officer

By _____

Date: _____

Printed Name/Title

Date _____

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 Washington State Transit Insurance Pool (WSTIP) for Collision Avoidance System Project

DIVISION: Finance

ORIGINATOR: Heidi Soule, Project Management Office Manager

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT: Project Management Office, Procurement, Risk Management, Fleet Maintenance

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed Agreement

BUDGET INFORMATION

2017 Budget Amount
\$ 2,800,000

Required Expenditure
\$0

Impact
\$0

Explanation: There are no required expenditures or as a result of this item because WSTIP is a partner providing \$100,000 in funds which are included in the total project budget. This is to execute the Agreement only, which will become effective on the first date when it has been executed until September 25, 2020.

BACKGROUND:

Pierce Transit has received a grant from the Federal Transit Administration (FTA) in the amount of \$1,664,894 for a research project to test a Collision Avoidance System on buses (Project). Pierce Transit will also receive funding from Washington State Transit Insurance Pool (WSTIP) in the amount of \$100,000 and \$83,245 from Munich Reinsurance Company (Munich Re). Pierce Transit is contributing \$935,106 in local match for a total Project budget of \$2,783,245. The Collision Avoidance Warning System (CAWS) is expected to improve safety for operators, passengers, pedestrians, and bicyclists, through accident avoidance and reduced severity of accidents.

The Project will install detectors (cameras) on the outside of approximately 100 40-foot buses. On at least 30 vehicles, these cameras will integrate with an Automatic Emergency Braking (AEB) system, pending a successful pilot. The Project includes installation of this integrated system, pilot testing in non-revenue service, testing in revenue service (if pilot is successful), data gathering and analysis, and knowledge transfer to the transit industry through webinars, conferences, etc.

WSTIP was a partner in the grant application process, and in addition to actively participating in the project, will also contribute \$100,000 in funding.

For this Project, WSTIP will:

- Continue to provide risk and claims management services as well casualty and liability insurance coverage to Pierce Transit for claims, losses or damage arising from or in any way relating to this Project.
- Coordinate and procure insurance/reinsurance policies for Pierce Transit as needed.
- Provide \$100,000 in WSTIP grant funds to Pierce Transit for the Project.
- Procure, enter into, and manage agreements with research partners to contractually require that the information, reports, and data required by the FTA are provided.
- Provide access for research team to detailed records of individual claims for collisions involving pedestrians, bicyclists, other vehicles, and fixed objects, and claims attributed to sudden stops.
- Provide project management oversight to research partners participating in the project.
- Provide financial records of amounts paid for collision-related claims to determine trends and the potential impacts of CAWS and AEB on claims reduction.
- Provide actuarial services and expertise to estimate financial impacts of CAWS and AEB on insurance premiums and reserves for claims.
- Provide forensic accounting and economic analysis expertise to estimate financial and institutional impacts of claims reductions potentially attributed to CAWS and AEB for approximately 1,500 vehicles operated by all 25 members of the transit insurance pool.
- Coordinate reviews of the insurance and financial aspects of the deployment project with other insurance Partners.
- Participate in technology transfer activities by providing existing documentation and participating in video and webinar preparation.

- Participate in research activities and technical reviews as requested.

ALTERNATIVES:

Do not execute an Agreement with Washington State Transit Insurance Pool (WSTIP). This is not recommended, as WSTIP is a key partner in this project. The successful outcome of this project is contingent on WSTIP's involvement and contribution as outlined above.

RECOMMENDATION

Approve Resolution No. 17-048, authorizing the Chief Executive Officer to enter into and execute an Agreement with Washington State Transit Insurance Pool (WSTIP) for Collision Avoidance System project.

RESOLUTION NO. 17-048

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 Washington State Transit Insurance Pool (WSTIP)
3 for Collision Avoidance System Project
4

5 WHEREAS, Pierce Transit is a public transportation benefit area formed under RCW 36.57A providing
6 public transportation services in the urbanized areas of Pierce County, including local and regional fixed-route
7 service, paratransit, and vanpool services; and

8 WHEREAS, WSTIP is a self-insurance pool formed under RCW 48.62 and comprised of 25 transit
9 agency members in Washington State, including Pierce Transit, its largest member; and

10 WHEREAS, WSTIP acts as Pierce Transit's primary insurer, and together, Pierce Transit and WSTIP work
11 to identify and adopt safety improvements and risk mitigation for Pierce Transit; and

12 WHEREAS, in 2015, the Parties engaged in a pilot project under the Transportation Research Board's
13 Innovations Deserving Exploratory Analysis (IDEA) program whereby an earlier version of a collision
14 avoidance warning system (CAWS) was installed on three Pierce Transit buses; and

15 WHEREAS, Pierce Transit had no collisions during the pilot project on the buses equipped with the
16 Shield+ technology that was installed for the IDEA grant; and

17 WHEREAS, the Parties have an interest in expanding and studying the use of this technology to a
18 larger portion of Pierce Transit's fleet and have identified a partnership opportunity for Pierce Transit to deploy
19 approximately 100 buses equipped with Generation 2 Shield + collision avoidance warning system (CAWS),
20 and to upgrade a minimum of 30 buses with pedestrian avoidance safety system (PASS) and automated
21 emergency braking (AEB) (together, "the Project") which is assistive technology aimed at improving the safety
22 of Pierce Transit operations; and

23 WHEREAS, the Project is designed to deploy, test, analyze, and evaluate the effectiveness of CAWS,
24 PASS and EWS and the utility and value of such technology for Pierce Transit and other transit agency
25 members of WSTIP; and

26 WHEREAS, Partners in the Project include: Pierce Transit; the Federal Transit Administration (FTA);
27 WSTIP; Rosco Visions Systems, Inc.; DCS Technologies, Inc.; Munich Reinsurance America, Inc.; the University
28 of Washington; Virginia Tech Transportation Institute; Veritas Forensic Accounting; Janet Gates; and Jerome
29 Lutin, Ph.D. (together, "Partners"); and
30

1 WHEREAS, the Parties have identified funding from the Federal Transit Administration (FTA) and the
2 insurance Partners, including WSTIP, to evaluate the effectiveness of the technology; and

3 WHEREAS, WSTIP has agreed to contribute \$100,000 in funding for this Project; and

4 WHEREAS, the proposed agreement will allow for a mutually beneficial relationship between Pierce
5 Transit and WSTIP in relation to the Project.

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

7 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to execute an
8 Agreement with Washington State Transit Insurance Pool for the Collision Avoidance System Project in
9 substantially the same form as attached hereto as Exhibit A.

10 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
11 the 11th day of December, 2017.

12 PIERCE TRANSIT

13
14
15 _____
16 Kent Keel, Chair
17 Board of Commissioners
18

19 ATTEST/AUTHENTICATED

20
21
22 _____
23 Deanne Jacobson, CMC
Clerk of the Board

**Interlocal Agreement Between
Pierce County Public Transportation Benefit Area
And
Washington State Transit Insurance Pool (WSTIP)
For Collision Avoidance System Project**

This Agreement is made by and between Pierce County Public Transportation Benefit Area Corporation (“Pierce Transit”), a Washington municipal corporation; and Washington State Transit Insurance Pool (“WSTIP”), referred to hereinafter individually as “Party” or collectively as the “Parties.”

RECITALS

Whereas, Pierce Transit is a public transportation benefit area formed under RCW 36.57A providing public transportation services in the urbanized areas of Pierce County, including local and regional fixed-route service, paratransit, and vanpool services; and

Whereas, WSTIP is a self-insurance pool formed under RCW 48.62 and comprised of 25 transit agency members in Washington State, including Pierce Transit, its largest member; and

Whereas, WSTIP acts as Pierce Transit’s primary insurer, and together, Pierce Transit and WSTIP work to identify and adopt safety improvements and risk mitigation for Pierce Transit; and

Whereas, like any transit agency, Pierce Transit is involved in collisions from time to time; and

Whereas, improving safety and avoiding collisions is the top priority for both Parties;

Whereas, in 2015, the Parties engaged in a pilot project under the Transportation Research Board’s Innovations Deserving Exploratory Analysis (IDEA) program whereby an earlier version of a collision avoidance warning system (CAWS) was installed on three Pierce Transit buses; and

Whereas, Pierce Transit had no collisions during the pilot project on the buses equipped with the Shield+ technology that was installed for the IDEA grant; and

Whereas, as a result of the 2015 pilot project, the Parties were able to identify modifications to the technology intended to improve the next generation of CAWS; and

Whereas, the Parties have an interest in expanding and studying the use of this technology to all of Pierce Transit’s fleet and have identified a partnership opportunity for Pierce Transit to deploy approximately 100 buses equipped with Generation 2 Shield + collision avoidance warning system (CAWS), and to upgrade a minimum of 30 buses with pedestrian avoidance safety system (PASS) and automated emergency braking (AEB)(together, “the Project”) which is assistive technology aimed at improving the safety of Pierce Transit operations; and

Whereas, the Project is designed to deploy, test, analyze, and evaluate the effectiveness of CAWS, PASS and EWS and the utility and value of such technology for Pierce Transit and other transit agency members of WSTIP;

Whereas, Partners in the Project include: Pierce Transit; the Federal Transit Administration (FTA); WSTIP; Rosco Visions Systems, Inc.; DCS Technologies, Inc.; Munich Reinsurance America, Inc.; the University of Washington; Virginia Tech Transportation Institute; Veritas Forensic Accounting; Janet Gates; and Jerome Lutin, Ph.D. (together, “Partners”); and

Whereas, the Parties have identified funding from the Federal Transit Administration (FTA) and the insurance Partners to evaluate the effectiveness of the technology; and

Whereas, Pierce Transit is amenable to testing this technology on its fleet and WSTIP has agreed to support this Project as further set forth herein.

Whereas, this Agreement is made pursuant to and shall be governed by the Interlocal Cooperation Act, Chapter 39.34;

Now therefore the Parties agree as follows, incorporating by reference the above Recitals:

1. PURPOSE and SCOPE OF AGREEMENT

The purpose of this Agreement is to enter a mutually beneficial contractual relationship to establish the general responsibilities of the Parties and Partners in relation to the Project. Nothing herein is intended to change the terms of the Parties’ existing contractual relationship pursuant to the parties’ 2014 Interlocal Agreement creating a joint self-insurance program, WSTIP’s coverage documents, or the rights and responsibilities of Pierce Transit as a member of WSTIP.

2. PROJECT DESCRIPTION AND IDENTIFICATION OF PARTNERS

2.1 Project Description: The Project will involve an expanded deployment of assistive technology including Generation 2 Shield + of CAWS technology to approximately 100 buses in Pierce Transit’s fleet and to upgrade a minimum of 30 buses with pedestrian avoidance safety system (PASS) and automated emergency braking (AEB). The Project will be aimed at improving the safety of Pierce Transit operations and allowing the insurance Partners and research Partners the opportunity to evaluate and study this technology in use with a transit agency. The Project is more fully described in the Scope of Work approved by the FTA and attached hereto as Exhibit A.

2.2 Project Partners: The Project involves the following entities in the generally-described roles:

- a) Pierce Transit – Transit agency, fleet owner. Overall project manager, will be profiling its fleet and facilities for the project, and will be responsible for financial management of FTA grant funding. Pierce Transit will

reach an agreement with WSTIP and will hold contracts with: Rosco and DCS, and will execute a memorandum of understanding with Munich RE which will provide \$83,245 in funding directly to Pierce Transit;

- b) Federal Transit Administration (FTA) – Funder of the project by means of a \$1,664,894 award to Pierce Transit;
- c) WSTIP – Insurance pool, will: (i) provide primary insurance to Pierce Transit for claims or losses involving the Project or vehicles associated therewith; (ii) coordinate and hold contracts with all Research Partners (University of Washington; Virginia Tech Transportation Institute; Janet Gates; Veritas Forensic Accounting; and Jerome Lutin, Ph.D.); (iii) will coordinate information for Munich Reinsurance America, Inc. and (iv) provide an additional \$100,000 in funding from WSTIP to Pierce Transit.
- d) Rosco Visions Systems, Inc. – Vendor of MobilEye Advanced Driver Assistance System;
- e) DCS Technologies, Inc. – Vendor of Pedestrian Avoidance Safety System;
- f) Munich Reinsurance America, Inc. – Insurance Partner, will provide \$83,245 to be paid to Pierce Transit;
- g) University of Washington – Research Partner, will coordinate and collect data, produce final report, will be under contract with WSTIP;
- h) Virginia Tech Transportation Institute – Research Partner, will conduct human factors research, pursuant to contract with WSTIP;
- i) Janet Gates – Research Partner, Project coordinator, will be providing project and data management, will be under contract with WSTIP;
- j) Veritas Forensic Accounting – Research Partner, will be performing the economic analysis pursuant to contract with WSTIP; and
- k) Jerome Lutin, Ph.D. – Research Partner, Principal investigator, coordinator of the Research Partners, will study and develop guidelines for future, oversee and manage knowledge transfer to the industry, will be under contract with WSTIP.

3. PIERCE TRANSIT’S RESPONSIBILITIES

For this Project, Pierce Transit shall:

- 3.1 Provide overall Project direction and management and serve as the administrator with overall responsibility for the Project.

- 3.2 Be responsible for overall financial management and budgeting for the Project and reimbursement of expenses to various partners and vendors from FTA and local match funds.
- 3.3 Using Pierce Transit local funds, pay the difference between the total of grants provided by FTA, WSTIP, and MunichRe and the overall cost of the Project in order to meet FTA's local match requirement of 20% of grant amount. To accomplish this, WSTIP will collect, review, and approve invoices from Research Partners and forward invoice packets to Pierce Transit for review and final approval. Pierce Transit will pay correct invoices to WSTIP, so that WSTIP will in turn distribute payment to the Research Partners. Pierce Transit will also invoice WSTIP for a total of \$100,000 through progress billing.
- 3.4 Enter into and manage agreements with and payments to vendor Partners: Roscoe Vision Systems, Inc. and DCS Technologies, Inc.
- 3.5 Provide overall safety and quality assurance for installation, testing and operation of buses equipped with collision avoidance warning systems (CAWS) and automated emergency braking (AEB).
- 3.6 Coordinate and support project review panels as needed.
- 3.7 Provide access to approximately 100 Pierce Transit-owned 40' buses for retrofit with Gen 2 Shield+ CAWS and provide access to existing three buses for upgrade of existing Gen 1 Shield+ CAWS.
- 3.8 Provide a minimum of 30 CAWS-equipped buses for retrofit with DCS Technologies Inc. Pedestrian Avoidance Safety System (PASS) AEB systems to be triggered by Gen 2 Shield+ and a fusion solution to be implemented by DCS Technologies.
- 3.9 Provide technicians to be trained by vendor to install and maintain Shield+ CAWS.
- 3.10 Provide drivers, maintenance personnel, and supervisors to assist in installation and testing of CAWS and AEB.
- 3.11 Provide space for CAWS installations, contractor personnel, and storage of installation kits and equipment.
- 3.12 Maintain an electronic "trouble ticket" log of maintenance issues with Shield+ system.
- 3.13 Monitor equipment condition and need for replacement as input to estimate life-cycle costs.
- 3.14 Train Bus Operators on use of CAWS and AEB.

- 3.15 Provide method for data collection and retrieval of on-board video and data generated by the Shield+ video and recording system.
- 3.16 Provide access to on-board video recorders and camera systems for connection to Shield+ systems and DCS AEB monitoring.
- 3.17 Provide logs showing route, trip, and operator for each bus during test period to allow monitoring of performance changes attributed to CAWS.
- 3.18 Participate in technology transfer activities by providing existing documentation and participating in video and webinar preparation.
- 3.19 Provide information, data, and assistance to WSTIP in estimating internal costs of collisions not recovered through insurance.

4. WSTIP'S RESPONSIBILITIES

For this Project, WSTIP shall:

- 4.1 Continue to provide risk management services as well casualty and liability insurance coverage to Pierce Transit for claims, losses or damage arising from or in any way relating to this Project.
- 4.2 Coordinate and procure insurance/reinsurance policies for Pierce Transit as needed.
- 4.3 Collect invoices from research partners and review, approve and forward invoices as a packet to Pierce Transit for payment. Invoice packets should include the invoices from the research partners and include back-up documentation such as travel receipts, time reporting, etc. After payment of correct invoices by Pierce Transit to WSTIP, WSTIP shall distribute payment to research partners.
- 4.4 Procure, enter into, and manage agreements with all Research Partners (comprised of: University of Washington, Virginia Tech Transportation Institute, Janet Gates, Veritas Forensic Accounting, and Jerome Lutin) to contractually require that the information, reports, and data required by the FTA as set forth in Exhibit A are provided.
- 4.5 Within thirty (30) days of receipt of a correct invoice(s) from Pierce Transit, WSTIP will also pay a total of \$100,000 in to Pierce Transit for the Project
- 4.6 Manage and defend claims for Pierce Transit and maintain historical claims records.

- 4.7 Provide access for research team to detailed records of individual claims for collisions involving pedestrians, bicyclists, other vehicles, and fixed objects, and claims attributed to sudden stops.
- 4.8 Provide project management oversight to insurance Partners and research Partners participating in the project.
- 4.9 Provide financial records of amounts paid for collision-related claims to determine trends and the potential impacts of CAWS and AEB on claims reduction.
- 4.10 Provide forensic accounting and economic analysis expertise to estimate financial and institutional impacts of claims reductions potentially attributed to CAWS and AEB for approximately 1,500 vehicles operated by all 25 members of the transit insurance pool.
- 4.11 Coordinate reviews of the insurance and financial aspects of the deployment project with other insurance Partners.
- 4.12 Participate in knowledge-sharing activities of all partners by providing records, data, documentation and participating in conferences, meetings, video and/or webinar preparation as appropriate.
- 4.13 Participate in research activities and technical reviews as requested.

5. RECORDS

This Agreement and records relating to this Project may be public records subject to disclosure under the Washington State Public Records Act (PRA) and/or other laws requiring disclosure or discovery of records. Both parties are subject to the PRA and will be responsible for the retention and production of records they prepare, own, use, or retain pursuant to the PRA. The parties acknowledge that neither party is liable for any release of records pursuant to public disclosure or discovery laws. The applicability or exercise of any exemption to redact or withhold a record is in the disclosing party's sole and absolute discretion, and neither party shall be liable for a good faith production of records under RCW 42.56.060.

6. INDEMNIFICATION AND LEGAL RELATIONS

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

- 6.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.
- 6.3 Each Party shall 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.
- 6.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or in equity.
- 6.5 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.
- 6.6 Any controversy, dispute, or claim arising out of or related to this Agreement, or the breach thereof, shall be subject to the dispute resolution procedures in this subparagraph. Prior to the initiation of any action or proceeding to resolve disputes between Pierce Transit and WSTIP, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power, who shall not have substantive involvement in the matters involved in the dispute, unless the parties otherwise agree. Failing resolution, the parties shall attempt to resolve the dispute through a mediation conducted by a person(s) or organization experienced in mediation initiated within thirty (30) days from the date of the request unless extended by agreement of both parties. At all times during the course of any unresolved dispute between the parties, the parties shall continue to supervise, direct and perform their respective obligations under this Agreement in a diligent and professional manner and without delay. The good faith completion of negotiation efforts and mediation pursuant to this subparagraph shall be a prerequisite to the filing of any litigation

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

7. CHANGES AND MODIFICATIONS

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

8. EFFECTIVE DATE, TERM, AND TERMINATION OF AGREEMENT

8.1 This agreement will become effective on the first date when it has been executed by both Parties and will be effective until September 25, 2020 unless terminated pursuant to the terms found in this section.

8.2 Any of the Parties may terminate this Agreement, in whole or in part, for any reason provided, however, that insofar as practicable, the Party terminating the Agreement will give not less than ninety (90) calendar days prior notice to non-terminating Party. Such termination shall be by written notice delivered by certified mail, return receipt requested, of intent to terminate.

8.3 Any modifications to this Agreement must be in writing and agreed to by both Parties.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. CONTACT PERSONS

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

	WSTIP
Contact Name	Tracey Christianson
Title	Deputy Director
Address	2629 12 th Court SW, Olympia WA 98502
Telephone	360-786-1628
E-Mail	tracey@wstip.org

	Pierce Transit
Contact Name	Dana Henderson
Title	General Counsel
Address	3701 96 th St SW, Lakewood WA 98499
Telephone	253-777-4977
E-Mail	dhenderson@piercetransit.org

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

16. 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.

**WASHINGTON STATE TRANSIT
INSURANCE POOL**

**PIERCE COUNTY PUBLIC
TRANSPORTATION BENEFIT
AREA CORPORATION**

Allen F. Hatten, Executive Director

Sue Dreier, CEO

Date: _____

Date: _____

FACT SHEET

TITLE: Adoption of the Annual Budget for Fiscal Year 2018

DIVISION: Finance

ORIGINATOR: Brett Freshwaters, Executive Director of Finance, CFO

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT: All Departments

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution

BUDGET INFORMATION

2018 Budget Appropriations

	Expenditures	Resources
Operating Budget		
Operating	\$ 144,094,502	\$ 57,408,608
Non-Operating	2,056,129	89,200,320
Operating Contributions	-	5,715,347
Operating Transfers	17,562,500	-
Use of Reserves	-	11,388,856
	<u>163,713,131</u>	<u>163,713,131</u>
Capital Budget		
Operating	86,254,086	30,765,096
Operating Transfers	-	15,128,995
Use of Reserves	-	40,359,995
	<u>86,254,086</u>	<u>86,254,086</u>
Insurance Budget		
Operating	3,040,000	22,500
Operating Transfers	-	2,433,505
Use of Reserves	-	583,995
	<u>3,040,000</u>	<u>3,040,000</u>
Total Appropriations	253,007,217	253,007,217
Less Operating Transfers	<u>(17,562,500)</u>	<u>(17,562,500)</u>
Net Budget	<u>\$ 235,444,717</u>	<u>\$ 235,444,717</u>

Explanation: The 2018 Budget totals \$253,007,217 for the operating, capital, and insurance budgets. Of this amount, \$17,562,500 is internal transfers, leaving a net budget of \$235,444,717.

BACKGROUND:

The 2018 Budget has been submitted and reviewed by the Executive Finance Committee on 10/26/2017 and the Board of Commissioners Study Session and Public Hearing on 11/13/2017.

The 2018 Budget is ready for adoption. The budget is balanced, sustainable, and meets Board adopted reserve requirements. The Agency's budget is \$253,007,217. Of this amount \$17,562,500 represents internal transfers, leaving a net budget of \$235,444,717. The three components that make up this amount are the Operating Budget (65%), Capital Budget (34%), and Insurance Budget (1%).

The budget includes Pierce Transit fixed route service hours totaling 500,130. Specialized Transportation (SHUTTLE) hours are budgeted at 181,872. Vanpool service hours are budgeted at 155,000. Pierce Transit anticipates providing 340,452 service hours for Sound Transit Regional Transit Service.

To provide the projected levels of service, the 2018 Budget includes 981 positions and 960.25 full-time equivalents (FTEs). The 5 new positions include 4 that are in direct support of service and one in indirect support. The budget has a wage increase pool of 4.7%, which includes performance-based and general wage adjustments for non-represented employees, as well as step and COLA increases for represented employees.

Capital projects for 2018 are budgeted at \$86,254,086. Approved but unspent projects are carried over to the following budget year. The 2018 budget contains \$44,558,206 of prior year budgeted funds (carryover). Included are funds for vehicles, facilities, technology, and administrative and maintenance equipment.

The insurance budget of \$3,040,000 includes workers' compensation costs of \$2,915,000 and unemployment costs of \$125,000.

ALTERNATIVES:

Modify the budget. The Board may at any time throughout the budget year make modifications to the budget.

RECOMMENDATION:

Approve Resolution No. 17-049, adopting the 2018 Budget as presented at the November 13, 2017 Board Meeting.

RESOLUTION NO. 17-049

A RESOLUTION of the Board of Commissioners of Pierce Transit Adopting the Annual Budget for Fiscal Year 2018

WHEREAS, the Chief Executive Officer has prepared a preliminary budget for fiscal year 2018; and

WHEREAS, the Executive Finance Committee has reviewed the preliminary budget at its October 26th meeting; and

WHEREAS, the Board of Commissioners of Pierce Transit has reviewed the preliminary budget at its November 13th meeting; and

WHEREAS, the Board of Commissioners at Pierce Transit held a public hearing on the preliminary budget at its November 13th meeting; and

WHEREAS, the Board of Commissioners of Pierce Transit has now determined that the preliminary budget provides for the efficient and effective delivery of public transportation services within the financial capacity of Pierce Transit for 2018; and

WHEREAS, the 2018 Budget proposes service to provide 1,177,454 service hours for fixed route, SHUTTLE, Vanpool and Sound Transit service, requiring a workforce of 981 positions; and

WHEREAS, the Classification and Compensation Program for Non-Represented Positions was adopted by the Board of Commissioners on December 9, 2013 and revised November 10, 2014; and

WHEREAS, Pierce Transit seeks to be an employer of choice in Pierce County, and a general wage adjustment for non-represented employees should assist in hiring and retention of quality employees; and

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

Section 1. The Board of Commissioners authorizes the annual budget for Pierce Transit for Fiscal Year 2018 as determined in the preliminary budget which was reviewed and adopted by the Board of Commissioners to its final form and content and, by this reference, incorporated herein as though fully set forth, and the same is hereby adopted as the annual budget for Pierce Transit for Fiscal Year 2018.

Section 2. The summary of the total estimated expenditures and resources for the appropriations are as follows:

2018 Budget Appropriation

	Expenditures	Resources
Appropriation before use of Fund Balance	\$253,007,217	\$200,674,371
Use of Reserves	<u>-</u>	<u>52,332,846</u>
Total Appropriation	253,007,217	253,007,217
Less Operating Transfers	<u>(17,562,500)</u>	<u>(17,562,500)</u>
Net Budget	<u>\$235,444,717</u>	<u>\$235,444,717</u>

Section 3. The Chief Executive Officer is hereby authorized to staff up to 981 positions to meet the objectives of the 2018 Budget.

Section 4: The Board affirms continuing the Classification and Compensation Program for Non-Represented Positions with an annual maximum salary adjustment of 3% based on documented performance towards defined goals.

Section 5: A General Wage Adjustment of 2.25% effective January 1, 2018 is hereby authorized for non-represented employees.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 11th day of December, 2017.

PIERCE TRANSIT

Kent Keel, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

FACT SHEET

TITLE: A Resolution Authorizing the Terms and Conditions of the Collective Bargaining Agreement with the Amalgamated Transit Union, Local 758, for the Period of July 1, 2017 Through December 31, 2020 and To Apply the Same 1.45% Pay Increase to Certain Medicare Excluded Non-Represented Employees

DIVISION: Administration

ORIGINATOR: Anh Hoang, Labor Relations Officer

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT: Executive Department

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS: Proposed Resolution

BUDGET INFORMATION

2017 Budget Amount

Required Expenditure
\$11.46 million

Impact

Explanation: The required expenditure figure set forth above reflects the projected cost of the monetary related items agreed to over all three and one half (3.5) years of the contract spanning July 1, 2017 to December 31, 2020. This total expenditure does not include the projected cost of the health insurance benefits, since the Agency will realize a savings compared to the current health insurance plan. **The 2017 wage expenditure is included in the 2017 budget, and the future expenditures are aligned with the Agency's Six (6) Year Financial Plan.**

BACKGROUND:

The Collective Bargaining Agreement (CBA) between Pierce Transit and the Amalgamated Transit Union Local 758 (ATU) expired on June 30, 2017. After six (6) months of negotiations, the parties reached a tentative agreement and the Union ratified the contract with their members on November 14, 2017. The CBA governs wages, hours and working conditions of approximately 791 employees.

Highlights of the proposed Agreement include:

Medical/Dental/Vision Benefits— Effective January 1, 2018, Pierce Transit will join the Association of Washington Cities (AWC) Benefit Trust, offering employees and eligible dependents similar, if not better, health care insurance coverage at a significant premium savings to both Pierce Transit and the bargaining unit members. Employees will share in the premium costs based on a percentage of the premiums for the coverage they select rather than on a flat dollar amount. The parties retained a reopener to allow for negotiations to mitigate the Cadillac Tax under the Affordable Care Act, should the need arise in the near future.

Wages— Cost of Living Adjustments are proposed for the three and one half (3.5) years of the contract as follows:

Effective July 1, 2017	1.25%; and
Effective January 1, 2018	2.25%; and
Effective January 1, 2019	2.60%; and
Effective January 1, 2020	2.85%.

Medicare Excluded Employees – Effective January 1, 2018, employees hired between February 29, 1980 through October 1, 1985 who have not paid into Medicare shall have 1.45% added to their base pay. *The intent is to apply this same provision for our non-represented employees who have not paid into Medicare to maintain parity with our represented employees.*

Other operational changes were negotiated in the tentative agreement to help address safety, efficiency, and customer service and to support operational excellence. The proposed contract supports the key strategic initiatives and is closely aligned with the Agency's vision to be "Your preferred transportation choice for today and tomorrow."

ALTERNATIVES:

The alternative is to reject the proposed settlement and proceed to interest arbitration. This can be lengthy and expensive process with an unpredictable outcome.

RECOMMENDATION:

Approve Resolution No. 17-051, authorizing the Chief Executive Officer to enter into and execute the the Collective Bargaining Agreement with the Amalgamated Transit Union, Local 758 for the period covering July 1, 2017 to December 31, 2020, and to apply the same 1.45% pay to Medicare Excluded non-represented employees.

RESOLUTION NO. 17-051

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Terms and Conditions of the
2 Collective Bargaining Agreement with the Amalgamated Transit Union, Local 758,
3 for the Period of July 1, 2017 Through December 31, 2020 and To Apply the Same 1.45% Pay Increase to
4 Certain Medicare Excluded Non-Represented Employees
5

6 WHEREAS, the Collective Bargaining Agreement ("CBA") between Pierce Transit and the Amalgamated
7 Transit Union, Local 758 ("ATU"), expired on June 30, 2017; and

8 WHEREAS, representatives of Pierce Transit and the ATU have concluded negotiations and have agreed
9 upon a new CBA, a three and one half (3.5) year contract covering the period of July 1, 2017 through December
10 31, 2020; and

11 WHEREAS, the proposed CBA was ratified by the ATU membership on November 14, 2017; and

12 WHEREAS, the proposed CBA supports key bargaining initiatives closely aligned with the Agency's
13 vision to be "Your preferred transportation choice of today and tomorrow"; and

14 WHEREAS, effective January 1, 2018, Pierce Transit will join the Association of Washington Cities (AWC)
15 Benefit Trust, where employees will share in the premium costs based on a percentage of the premiums for the
16 coverage selected; and

17 WHEREAS, the application of the proposed 1.45% in base wage for non-represented employees hired
18 between February 29, 1980 through March 31, 1986, who have not paid into Medicare, would allow similarly
19 situated non-represented employees to maintain parity with their ATU colleagues; and

20 WHEREAS, the Chief Executive Officer recommends that the Board of Commissioners approve the CBA
21 as it supports several key elements of the Agency's strategic plan and it provides long term financial stability.

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

23 Section 1. The Chief Executive Officer of Pierce Transit is hereby authorized to execute this CBA on
24 behalf of Pierce Transit. The CBA is to be substantially in the form of the documents on file in the office of
25 the Clerk of the Board and by this reference incorporated herein as though fully set forth.

26 Section 2. The base wage for non-represented employees hired between February 29, 1980 through
27 March 31, 1986 who have not paid into Medicare shall be increased by 1.45% effective January 1, 2018.
28
29

1 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 11th
2 day of December, 2017.

3
4 PIERCE TRANSIT

5
6
7 _____
8 Kent Keel, Chair
9 Board of Commissioners

10 ATTEST/AUTHENTICATED

11 _____
12 Deanne Jacobson, CMC
13 Clerk of the Board