



**Pierce Transit Training Center
3720 96th Street SW
Lakewood, WA**

**Board of Commissioners Meeting
March 12, 2018. 4:00 p.m.
AGENDA**

Revised 03-08-2018

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

SPECIAL BUSINESS

Care-a-van Awards

- | | | |
|-------|--|---|
| p. 1 | 1. FS 18-015, A Resolution Donating a Surplus Vehicle to Joy of Life Pursuant to the Pierce Transit Care-a-van Program; and | Tina Lee
Community Development Administrator |
| p. 19 | 2. FS 18-016, A Resolution Donating a Surplus Vehicle to Northwest Spay and Neuter Pursuant to the Pierce Transit Care-a-van Program | |

PRESENTATIONS

- | | | |
|-------|---|--|
| p. 37 | • Review of Strategic Plan Metrics and Progress | Sue Dreier, CEO &
Samantha Einarson, Lean Administrator |
| p. 57 | • 2017 Operational Key Performance Indicators Dashboard | Paula Ellis
Data Analytics Administrator |

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.)

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| p. 67 | 1. Approval of Vouchers, March 5, 2018 |
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- p. 79 2. Minutes: Regular Board Meeting of February 12, 2018
- p. 85 3. FS 18-017, Authority to Execute a Three-Year Microsoft Enterprise Services License Agreement with Software House International

ACTION AGENDA

1. FS 18-018, A Resolution Authorizing the Chief Executive Officer to Execute an Agreement with Lyft, and Associated Agreements with Pierce College Puyallup and Sound Transit for the Limited Access Connections Project
- Tina Lee
Community Development Administrator

STAFF UPDATES/DISCUSSION

- CEO's Report
- Sue Dreier
Chief Executive Officer

INFORMATIONAL BOARD ITEMS

- Chair Report
 - Sound Transit Update
 - Commissioners' Comments
- Chair Kent Keel

EXECUTIVE SESSION

To review the performance of a public employee, pursuant to RCW 42.30.110 (1) (g).

ADJOURNMENT



Board of Commissioners
Fact Sheet No.: 2018-015
Date: March 12, 2018

TITLE: A Resolution Donating a Surplus Vehicle to Joy of Life Pursuant to the Pierce Transit Care-a-van Program

DIVISION: Planning & Community Development

SUBMITTED BY: Penny Grellier, Business Partnership Administrator

RELATED ACTION:

Resolution No. 15-068 Creating the Care-a-van Grant Program for Donation of Surplus Vehicles to Qualifying Non-Profit Organization

ATTACHMENTS: Proposed Resolution
Exhibit A, Proposed Agreement

RELATION TO STRATEGIC PLAN: Customer

BUDGET IMPACT: \$(\$3,342)
Estimated Kelley 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 Kelley Bluebook value of which if sold in "good" condition is:

VIN: 1FBSS31L75HB07993
Make/Model/Year: Ford E350, 2005
Mileage: 143,037
Estimated DOL Value in "good" condition: \$3,342

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 Joy of Life 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 Joy of Life. 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.

Joy of Life is an organization dedicated to assisting vulnerable populations in a variety of ways. They provide after-school programs, classes for disabled youth and adults, service opportunities for youth and adult volunteers, and link homeless adults to feeding and shelter programs in Pierce County. A Care-A-Van vehicle will allow them to provide transportation for these populations in order to participate in valuable services and support activities

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.

PROPOSED MOTION:

Approve Resolution No. 18-007 awarding a Care-a-van vehicle to Joy of Life, subject to the terms and conditions of the Care-a-van Agreement in substantially the same form as Exhibit A hereto.

RESOLUTION NO. 18-007

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Donating Vehicle #7060 to Joy of Life

2
3 WHEREAS, By Resolution No. 15-068, the Pierce Transit Board of Commissioners adopted the Care-A-
4 Van Program pursuant to which the Agency may donate an otherwise surplussed vehicle to a qualified non-
5 profit organization, provided that the recipient organization agrees, among other contractual requirements, to
6 maintain and insure the vehicle and provide and report on a certain level of transportation services to Pierce
7 County residents and visitors sufficient to cover the approximate value of the surplus vehicle if it were otherwise
8 sold at auction; and

9 WHEREAS, an application has been submitted by Joy of Life for donation of a surplus vehicle from
10 the Care-A-Van Program; and

11 WHEREAS, Joy of Life is a qualified social service agency organized under and existing pursuant to the
12 laws of the State of Washington; and

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

16 WHEREAS, Pierce Transit has a surplus 2005 Ford E350 Van, VIN No. 1FBSS31L75HB07993 (" the Van"),
17 and Pierce Transit's Maintenance Department recommends that the Van be surplussed and has determined that
18 the Van is appropriate for donation through the Care-A-Van program; and

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

22 WHEREAS, Joy of Life is an organization that connects vulnerable populations (youth, seniors, disabled
23 and homeless) to services, resources, food, shelter and enrichment programs; and

24 WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of
25 Pierce County that the Van be granted to Joy of Life.

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

27 1. The Van is hereby donated to Joy of Life pursuant to the terms and conditions in substantially
28 the same form as the Care-A-Van Grant Program Agreement attached hereto as Exhibit A.

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

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 12th day of March, 2018.

PIERCE TRANSIT

Kent Keel, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

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

THIS AGREEMENT (“Agreement”) dated as of March 12, 2018 (the “Effective Date”) is made by and between Pierce County Public Transportation Benefit Area, a Washington municipal corporation (“Pierce Transit”) and Joy of Life, a Washington nonprofit corporation with the mission of serving low-income vulnerable populations with resources, life-sustaining services and enrichment programs, (the “Recipient”)(individually, a “Party” and collectively, the “Parties”) with reference to the following facts:

RECITALS

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

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

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

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

WHEREAS, pursuant to Pierce Transit Board of Commissioners Resolution No. 15-068, Pierce Transit may, after a competitive evaluation process and subject to Board of Commissioners’ approval, convey title to surplus vehicles to one or more nonprofit corporations that agree to use such vehicle(s) to transport Pierce County residents and visitors on the terms and conditions set forth in this Agreement; and

WHEREAS, Recipient submitted an application to the Pierce Transit Board of Commissioners (“Application”) for a surplus vehicle that Recipient intends to use to provide approximately 328 passenger trips per month for a term of twelve (12) consecutive months (the “Term”) commencing on the Effective Date to individuals who live, work or travel within Pierce County, which transportation services would, if provided by Pierce Transit, exceed the value the vehicle would otherwise have generated had Pierce Transit disposed of the vehicle at public auction; and

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

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

AGREEMENT

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

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

Make: Ford

Year: 2005

Model: E350

VIN: 1FBSS31L75HB07993

Estimated Kelley Bluebook Value if sold at public auction in "good" condition: \$3342.00

Mileage: 143,037

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

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

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

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

(a) use the Vehicle solely to provide a month minimum of 13 trips per month for twelve consecutive months providing transportation services for passengers who live, work, or travel within Pierce County as described in Recipient’s application for grant of vehicle at Sec. 2, “Description of Proposed Vehicle’s Use” which is attached hereto as Exhibit A and by this reference incorporated herein. All trips must have an origin or destination within Pierce County. Recipient shall not use the Vehicle to provide general transportation services beyond those described in Section 2 and Exhibit A. Recipient shall not use the Vehicle for any other purpose during the Term of this Agreement without the prior written consent of Pierce Transit, which consent may be granted or withheld by Pierce Transit in its sole discretion.

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

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

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

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

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

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

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

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

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

6. Insurance and Security.

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

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

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

7. Indemnification.

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

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

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

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

destroyed in which event this Agreement shall remain in full force and effect and Recipient shall use the replacement vehicle solely for the purposes set forth in Section 4 above for the remainder of the Term of this Agreement. In the event that the Vehicle is not repaired or replaced, the insurance proceeds shall be paid first to Pierce Transit in the amount of the Estimated Fair Market Value of the Vehicle set forth in Section 2 above, the remainder shall be retained by Recipient, this Agreement shall terminate and except as otherwise expressly provided herein, neither Party shall have any further rights, duties or obligations under this Agreement. In accord with Section 6 of this agreement, upon termination due to a Vehicle not being repaired or replaced, provided that Recipient has fully and faithfully performed all of the terms and conditions of this Agreement (including payment of any insurance proceeds) Pierce Transit shall return the deposit cash, letter of credit, a bond, or other financial security Deposit or any balance thereof to Recipient within thirty (30) days following the termination of the Agreement.

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

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

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

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

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

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

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

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

(D) IF FOR ANY REASON PIERCE TRANSIT HAS BREACHED THIS AGREEMENT OR IS LIABLE TO RECIPIENT FOR ANY CLAIM (INCLUDING ANY TORT CLAIM), ANY DEMAND,

CAUSE OF ACTION, SUIT, SUMS PAID IN SETTLEMENT OF ANY OF THE FOREGOING, JUDGMENT, LOSS, DAMAGE, INJURY, LIABILITY, PENALTY, ENFORCEMENT ACTION, FINE, TAX, LIEN, ENCUMBRANCE, COST OR EXPENSE (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE) OR CLAIM FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE WHICH IS CAUSED BY, ARISES OUT OF OR IS RELATED TO ANY USE OF THE VEHICLE (COLLECTIVELY "CLAIMS"), RECIPIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST PIERCE TRANSIT FOR ANY BREACH OF THIS AGREEMENT OR ANY SUCH CLAIMS SHALL BE LIMITED TO THE ESTIMATED FAIR MARKET VALUE OF THE VEHICLE SET FORTH IN SECTION 2.

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

10. Miscellaneous.

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

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

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

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

(e) The Parties acknowledge that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the product of the Parties' negotiations. Each Party represents and warrants that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties intend that this

Agreement is deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement, therefore, should not be construed against any Party on the grounds that such Party drafted or was more responsible for drafting such provision.

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

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

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

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

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

If to Pierce Transit:

Penny Grellier, Business Partnership
Administrator
3701 96th St. SW
Lakewood, WA 98499-4431

With copies to:

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

If to Recipient :
Pastor Wade Lance
Joy of Life
423 2nd Ave NE
Puyallup, WA 98372

With a copy to: N/A

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

PIERCE TRANSIT

BY: _____

TITLE: Sue Dreier
Chief Executive Officer

DATE: _____

JOY OF LIFE

BY: _____

Wade Lance

TITLE: Pastor

DATE: _____

EXHIBIT A

Description of Proposed Vehicle's Use

Joy of Life provides community-based outreach to youth, seniors, disabled adults and homeless adults. The Care-A-Van vehicle will assist in getting kids to youth group activities in the community to include after-school alternative safe programs. It will help transport youth and volunteers to service opportunities in the communities of Puyallup and Tacoma on a monthly basis.

It will also transport homeless adults to Freezing Nights programs from November through March. These programs help the homeless find a warm and dry place indoors with meals and shelter in the coldest part of the year. These programs are coordinated by several churches in Puyallup and Joy of Life will provide some of the transportation to bring the participants in from the cold.

EXHIBIT B

Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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



Board of Commissioners
Fact Sheet No.: 2018-016
Date: March 12, 2018

TITLE: A Resolution Donating a Surplus Vehicle to Northwest Spay and Neuter Pursuant to the Pierce Transit Care-a-van Program

DIVISION: Planning & Community Development

SUBMITTED BY: Penny Grellier, Business Partnership Administrator

RELATED ACTION:

Resolution No. 15-068 Creating the Care-a-van Grant Program for Donation of Surplus Vehicles to Qualifying Non-Profit Organization

ATTACHMENTS: Proposed Resolution
Exhibit A, Proposed Agreement

RELATION TO STRATEGIC PLAN: Customer

BUDGET IMPACT: \$4077
Estimated Kelley 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 Kelley Blue Book value of which if sold in "good" condition is:

VIN: 1FDXE45S97DB00291
Make/Model/Year: 2007 FORD E Series 4DC/YY
Mileage: 152,896.2
Estimated DOL Value in "good" condition: \$\$4,077

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 Northwest Spay and Neuter 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 Northwest Spay and Neuter. 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

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.

Northwest Spay and Neuter is an organization dedicated to providing low-income cat and dog owners with spay/neuter and vaccine services. They reach people and pets across Western and Central Washington who have no access to such services. This Care-a-van vehicle will allow them to provide complimentary transportation within Pierce County to those who have no other way to get their pets to veterinary services. They serve 12,000 families annually to help ensure pet health.

ALTERNATIVES:

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

PROPOSED MOTION:

Approve Resolution No. 18-008 awarding a Care-a-van vehicle to Northwest Spay and Neuter, subject to the terms and conditions of the Care-a-van agreement in substantially the same form as Exhibit A hereto.

RESOLUTION NO. 18-008

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Donating Vehicle #5817 to Northwest
2 Spay and Neuter.

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 otherwise
9 sold at auction; and

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

12 WHEREAS, Mountain View Community Center is a qualified social service agency organized under and
13 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 Northwest Spay and Neuter be the recipient of a vehicle pursuant to the terms of Pierce Transit's Care-A-
16 Van Grant Program Agreement; and

17 WHEREAS, Pierce Transit has a surplus 2007 Ford E Series 4DC/YY Van, VIN no. 1FDXE45S97DB00291
18 (" the 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 Northwest Spay and Neuter in their work for the community
21 while benefiting Pierce Transit by offsetting transportation services that would otherwise be provided by Pierce
22 Transit at greater expense; and

23 WHEREAS, Northwest Spay and Neuter is an organization that offers affordable spay/neuter and vaccine
24 services for cats and dogs belonging to owners with low-incomes who have no other access to such services;
25 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 Northwest Spay and Neuter.

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

29 1. The Van is hereby donated to Northwest Spay and Neuter pursuant to the terms and conditions
30 in substantially the same form as the Care-A-Van Grant Program Agreement attached hereto as Exhibit A.

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

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 12th day of March, 2018.

PIERCE TRANSIT

Kent Keel, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

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

THIS AGREEMENT (“Agreement”) dated as of March 12, 2018 (the “Effective Date”) is made by and between Pierce County Public Transportation Benefit Area, a Washington municipal corporation (“Pierce Transit”) and Northwest Spay and Neuter, a Washington nonprofit corporation with the mission of serving low-income pet owners with spay/neuter and vaccine services for cats and dogs, (the “Recipient”)(individually, a “Party” and collectively, the “Parties”) with reference to the following facts:

RECITALS

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

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

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

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

WHEREAS, pursuant to Pierce Transit Board of Commissioners Resolution No. 15-068, Pierce Transit may, after a competitive evaluation process and subject to Board of Commissioners’ approval, convey title to surplus vehicles to one or more nonprofit corporations that agree to use such vehicle(s) to transport Pierce County residents and visitors on the terms and conditions set forth in this Agreement; and

WHEREAS, Recipient submitted an application to the Pierce Transit Board of Commissioners (“Application”) for a surplus vehicle that Recipient intends to use to provide approximately 67 passenger trips per month for a term of twelve (12) consecutive months (the “Term”) commencing on the Effective Date to individuals who live, work or travel within Pierce County, which transportation services would, if provided by Pierce Transit, exceed the value the vehicle would otherwise have generated had Pierce Transit disposed of the vehicle at public auction; and

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

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

AGREEMENT

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

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

Make: Ford

Year: 2007

Model: Series 4DC/YY

VIN: 1FDXE45S97DB00291

Estimated Kelley Bluebook Value if sold at public auction in “good” condition: \$4077

Mileage: 152,896.2

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

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

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

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

(a) use the Vehicle solely to provide a minimum of 16 trips per month for twelve consecutive months providing transportation services for passengers who live, work, or travel within Pierce County as described in Recipient’s application for grant of vehicle at Sec. 2, “Description of Proposed Vehicle’s Use” which is attached hereto as Exhibit A and by this reference incorporated herein. All trips must have an origin or destination within Pierce County. Recipient shall not use the Vehicle to provide general transportation services beyond those described in Section 2 and Exhibit A. Recipient shall not use the Vehicle for any other purpose during the Term of this Agreement without the prior written consent of Pierce Transit, which consent may be granted or withheld by Pierce Transit in its sole discretion.

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

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

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

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

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

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

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

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

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

6. Insurance and Security.

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

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

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

7. Indemnification.

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

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

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

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

destroyed in which event this Agreement shall remain in full force and effect and Recipient shall use the replacement vehicle solely for the purposes set forth in Section 4 above for the remainder of the Term of this Agreement. In the event that the Vehicle is not repaired or replaced, the insurance proceeds shall be paid first to Pierce Transit in the amount of the Estimated Fair Market Value of the Vehicle set forth in Section 2 above, the remainder shall be retained by Recipient, this Agreement shall terminate and except as otherwise expressly provided herein, neither Party shall have any further rights, duties or obligations under this Agreement. In accord with Section 6 of this agreement, upon termination due to a Vehicle not being repaired or replaced, provided that Recipient has fully and faithfully performed all of the terms and conditions of this Agreement (including payment of any insurance proceeds) Pierce Transit shall return the deposit cash, letter of credit, a bond, or other financial security Deposit or any balance thereof to Recipient within thirty (30) days following the termination of the Agreement.

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

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

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

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

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

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

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

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

(D) IF FOR ANY REASON PIERCE TRANSIT HAS BREACHED THIS AGREEMENT OR IS LIABLE TO RECIPIENT FOR ANY CLAIM (INCLUDING ANY TORT CLAIM), ANY DEMAND,

CAUSE OF ACTION, SUIT, SUMS PAID IN SETTLEMENT OF ANY OF THE FOREGOING, JUDGMENT, LOSS, DAMAGE, INJURY, LIABILITY, PENALTY, ENFORCEMENT ACTION, FINE, TAX, LIEN, ENCUMBRANCE, COST OR EXPENSE (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE) OR CLAIM FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE WHICH IS CAUSED BY, ARISES OUT OF OR IS RELATED TO ANY USE OF THE VEHICLE (COLLECTIVELY "CLAIMS"), RECIPIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST PIERCE TRANSIT FOR ANY BREACH OF THIS AGREEMENT OR ANY SUCH CLAIMS SHALL BE LIMITED TO THE ESTIMATED FAIR MARKET VALUE OF THE VEHICLE SET FORTH IN SECTION 2.

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

10. Miscellaneous.

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

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

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

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

(e) The Parties acknowledge that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the product of the Parties' negotiations. Each Party represents and warrants that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties intend that this

Agreement is deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement, therefore, should not be construed against any Party on the grounds that such Party drafted or was more responsible for drafting such provision.

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

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

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

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

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

If to Pierce Transit:

Penny Grellier, Business Partnership
Administrator
3701 96th St. SW
Lakewood, WA 98499-4431

With copies to:

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

If to Recipient :
Melanie Rushforth
Northwest Spay and Neuter Center
6401 Pacific Ave.
Tacoma, WA 98408
melaniemr@nwspayneuter.org

With a copy to:

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

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

PIERCE TRANSIT

BY: _____

TITLE: Sue Dreier
Chief Executive Officer

DATE: _____

RECIPIENT

BY: _____

TITLE: _____

DATE: _____

EXHIBIT A

Description of Proposed Vehicle's Use

Northwest Spay and Neuter Center currently serves a low-income population for spay/neuter and vaccines for dogs and cats. Most of the pet owners they assist are seniors and people with disabilities who have no other way to access these services that help ensure pet health.

They have no geographic boundaries and use an existing vehicle to transport patients from outlying areas where people have no access to low-cost spay/neuter and vaccine services for their pets. This Care-A-Van vehicle would allow them to start transporting more people with transportation barriers within Pierce County to their clinic in South Tacoma. They serve 12,000 families annually, and this Care-A-Van vehicle will allow them to offer complimentary transportation service to people and pets living in Tacoma and Pierce County Housing Authority units as well as residents of Graham, Eatonville, parkland and Spanaway.

EXHIBIT B

Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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







Strategic Plan Update

Board of Commissioners

March 12, 2018



Current Status

-  Agency-level: Complete
-  Division-level: Complete
-  Department-level: Complete
-  Individual-level: In Progress







Themes






Customer-Focused

-  Service Reliability
-  Safety
-  Customer Relations
-  Community Partners
-  Regulatory Compliance





Culture of Excellence

-  Safety Management System
-  Data Warehouse
-  Transit Asset Management Plan
-  Continuous Improvement

Financially Responsible

-  Communication to the public
-  Finance 101 for staff
-  Financial Sustainability
-  Decrease Costs
-  Additional Funding Streams

Dedicated Employees

-  Employee Engagement
-  Professional Development
-  Performance Management
-  Team Culture



Initiatives and Projects

-  Formation of new teams and committees to focus on innovation and collaboration
-  Creation of a data warehouse
-  Implementation of a Safety Management System
-  Development of new Performance Feedback tools
-  Alignment to targets documented in TAMP
-  Focus on leave administration
-  Creation of Career Development Paths
-  Improved process for accident reporting and analysis
-  Improved capital project plan development
-  Updated surveying methods for employees, customers, and community

Agency



Customer Focused	Status	Trend
Ridership increases at the same rate as growth in total service area population		
Increase in the number of customers who perceive that Pierce Transit meets their transit/transportation needs		
Communities' perception of Pierce Transit improves		
Increase in the number of partnerships annually		

Culture of Excellence	Status	Trend
Customer and Community perspective is integrated into decision-making		
Meet the targets and performance measures documented in the Transit Asset Management Plan		
Meet or exceed divisional and department-level goals		

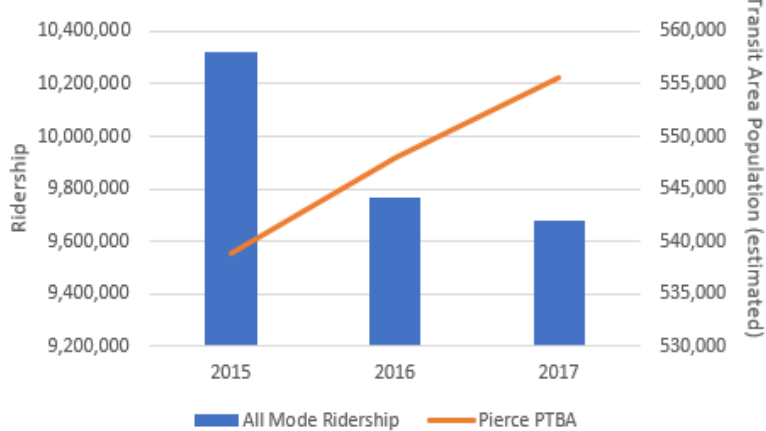
Financially responsible	Status	Trend
Revenues equal or exceed expenditures and Board policy reserve requirements are met		
Improve transparency and public accountability for the budget development process		
Improve Internal and external satisfaction with and understanding of financial information		
Use a documented cost/benefit analysis for financial decisions		

Dedicated Employees	Status	Trend
Individual development plans implemented annually (non-represented)	B: 4/2018	
Individual performance evaluations completed annually (represented)		
Maintain retention rates		
Employee engagement rates increase		

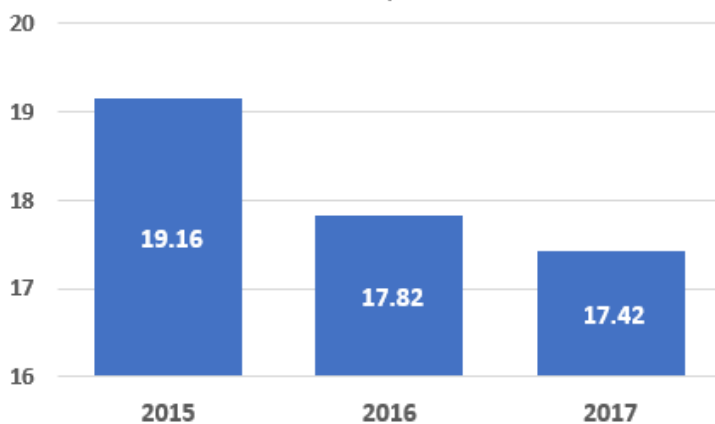
Agency



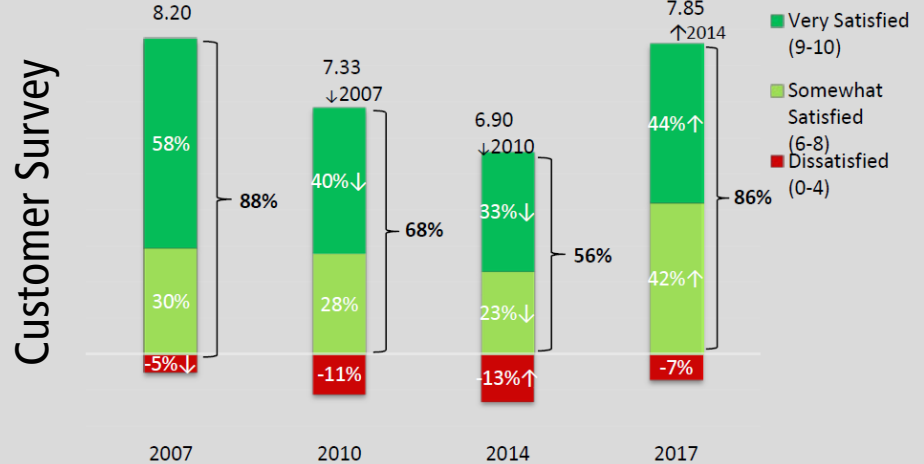
Ridership to PTBA Population



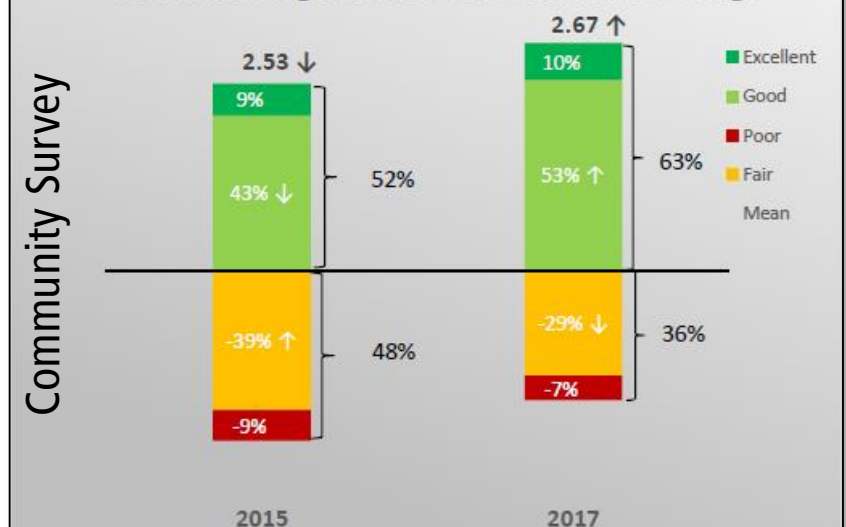
Ratio Transit Rides per PTBA resident



Overall Satisfaction with Pierce Transit Services

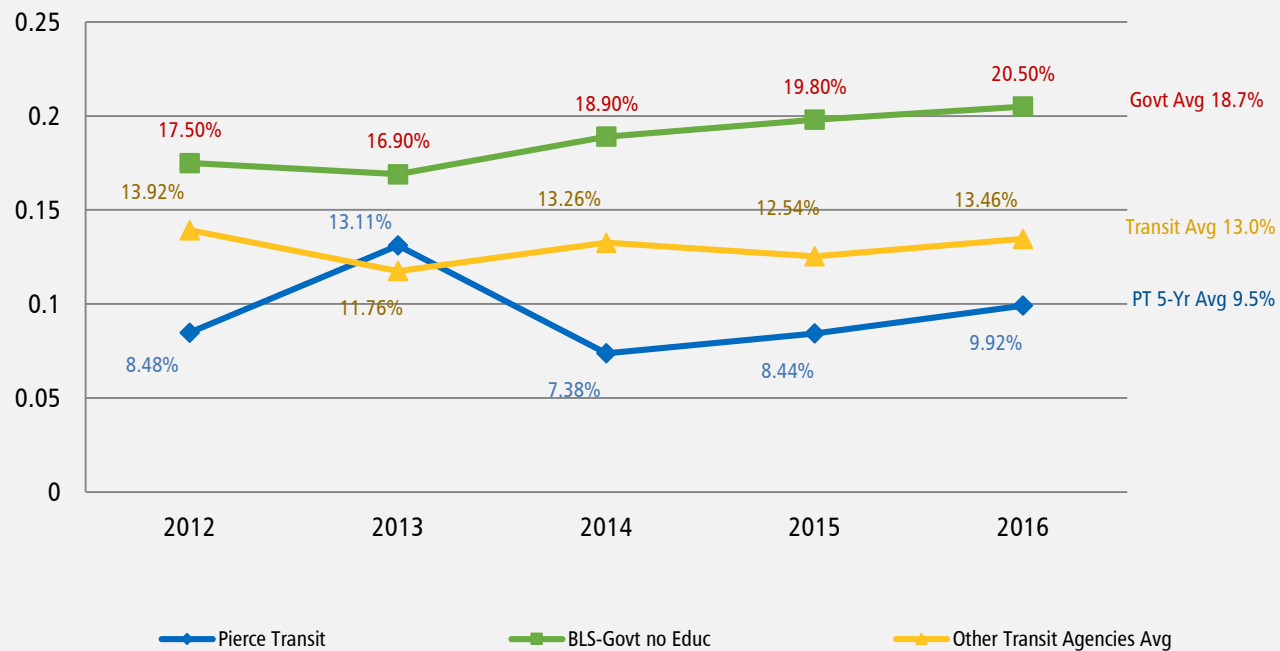


Overall Rating for Job Pierce Transit is Doing





Total Turnover Compared Externally*



*BLS is due to publish 2017 data in mid-March 2018

Administration Division

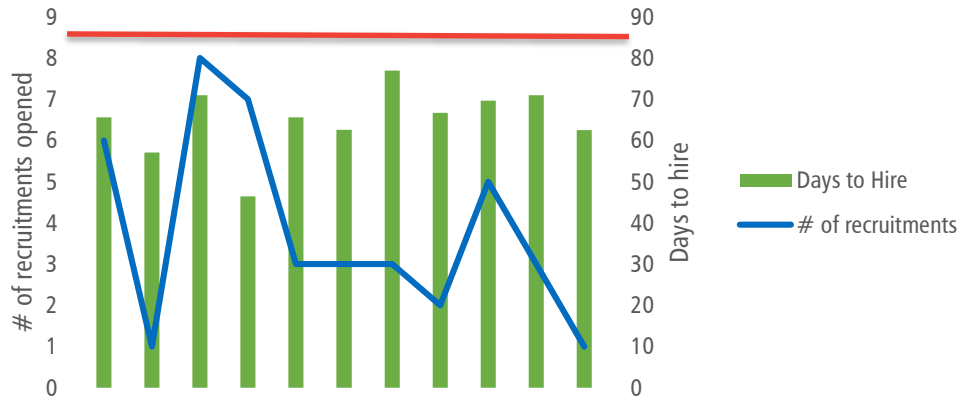


Customer Focused	Status	Trend
Favorable changes in safety events		
Culture of Excellence	Status	Trend
Increase % completion of operator accident retraining as a percentage of the # of preventable accidents		
Meet or exceed the time to hire		
Decrease # of core system unplanned downtime hours		
Financially responsible	Status	Trend
Reduce OJI-related costs (per labor hour)		
Reduce unscheduled/unprotected absenteeism	B: Q2 2018	
Increase costs savings/avoidance and time savings from Lean projects		
Reduce accident-related costs (per mile)	B: Q2 2018	
Dedicated Employees	Status	Trend
Increase the % of positions connected to a career development path		

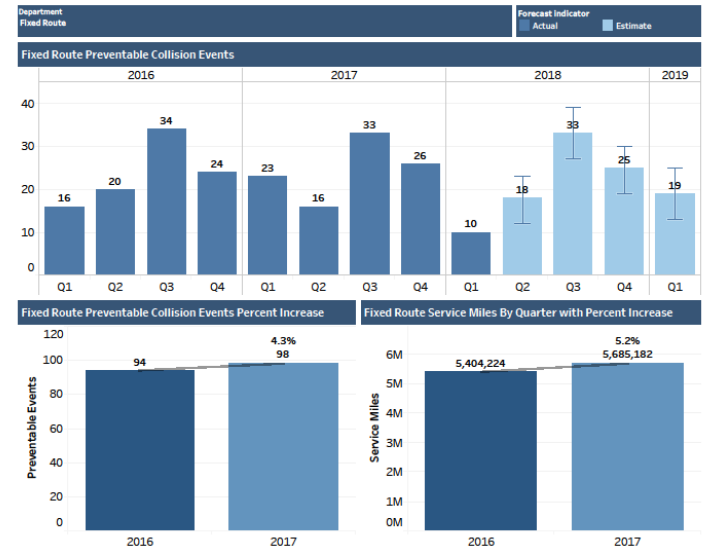
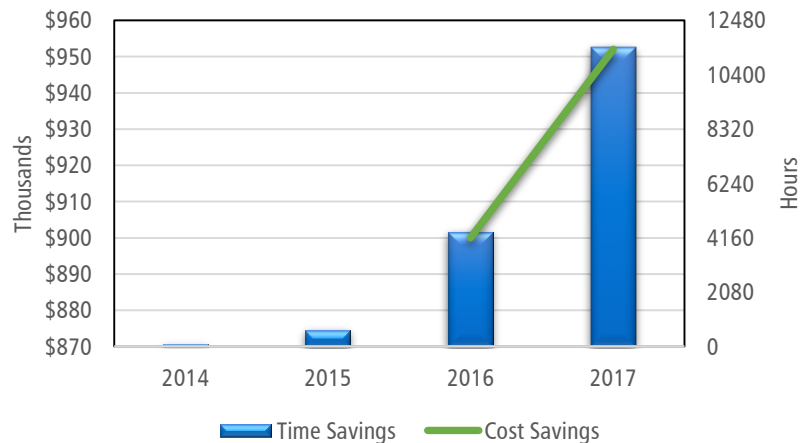
Administration



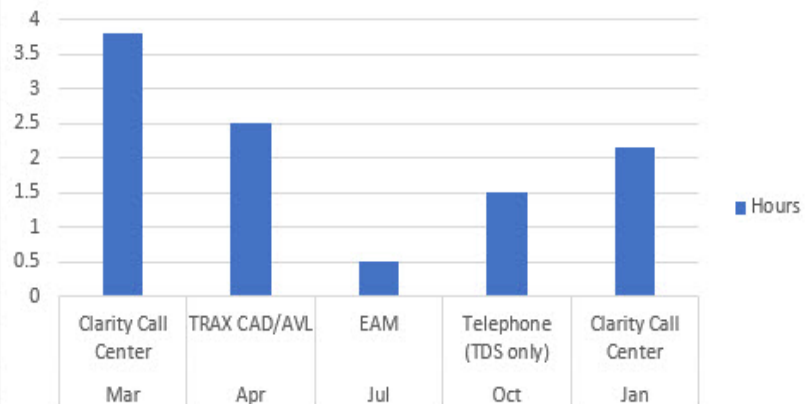
Time to hire a new employee



Time and Cost Savings from Lean Projects



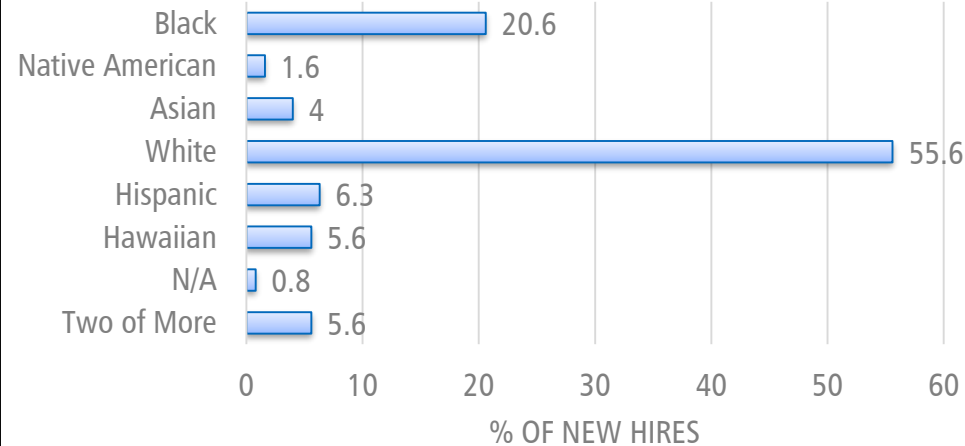
Core Business System Unplanned Downtime 2017



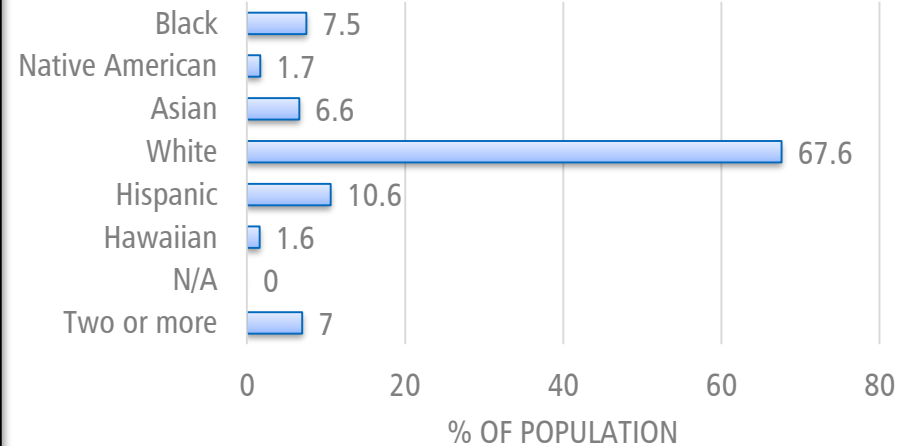
Administration



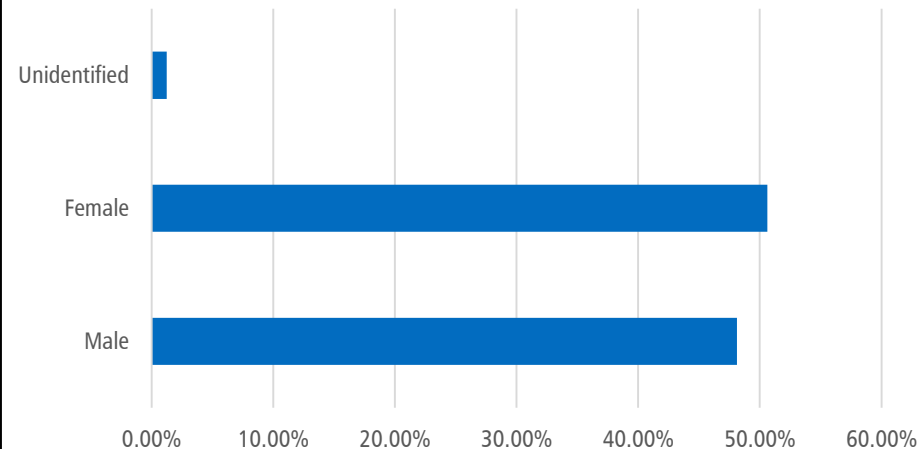
PT Ethnicity Profile of New Hires 2017



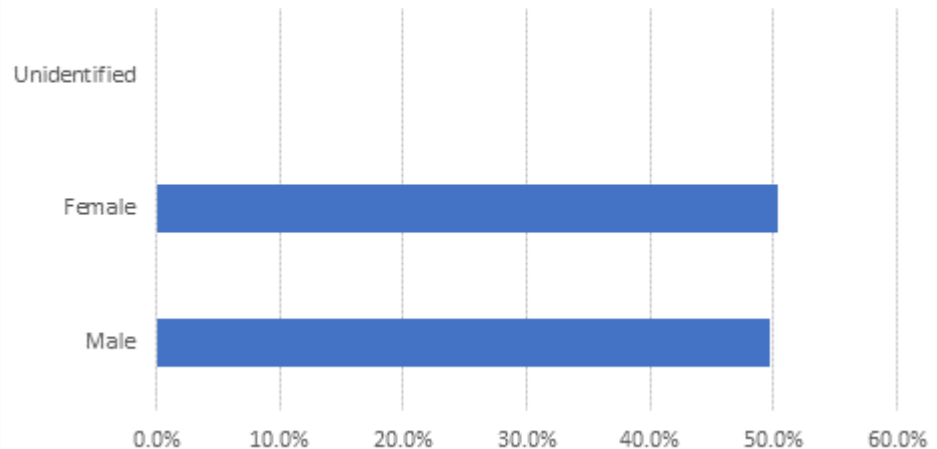
Pierce County Census Data 2016



Pierce Transit Gender Profile of New Hires 2017



Pierce County Gender Profile Census 2016



Finance



Customer Focused	Status	Trend
Maintain a balanced 6-year financial plan		
Maintain service level stability		
Improve accessibility of on-demand reporting		

Culture of Excellence	Status	Trend
Increase internal customer satisfaction with usability of financial information		
Establish a data warehouse		

Financially responsible	Status	Trend
Increase external customer satisfaction with usability of financial information		
Conduct cost/benefit analyses for "major" projects		

Dedicated Employees	Status	Trend
Increase # of professional development opportunities taken		
Embed into culture aspirational division guiding principles		

Finance



Projects	Goals Served	Status
Establish a Data Warehouse	Provide transportation services to meet customer needs Data-driven decisions Financial Accountability and Transparency	Buildout in progress, meeting internal user priorities
Implement new Financial Management System	Data-driven decisions Financial Accountability and Transparency	In progress, anticipate completion 1 st Qtr 2019
Develop and Implement Cost/Benefit Analysis Model	Data-driven decisions Financial Accountability and Transparency	Developing model
Develop and Implement Finance 101 Training	Data-driven decisions Financial Accountability and Transparency	Not started
LEAN projects to Improve Processes	Provide transportation services to meet customer needs Financial Accountability and Transparency	One LEAN project in progress to improve capital budget process
Implement Division Guiding Principles	Attract and maintain engaged workforce	Initial phase complete, now implementing

Maintenance



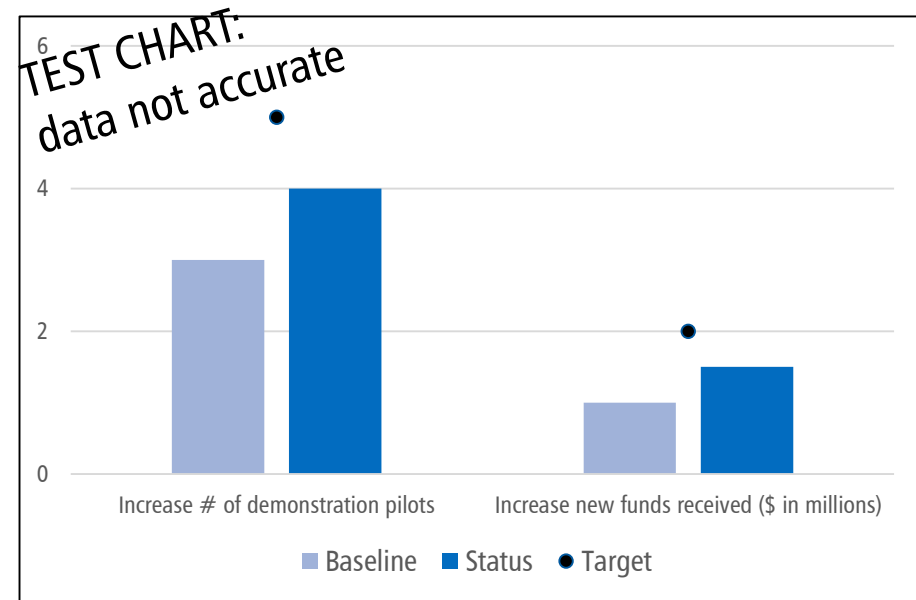
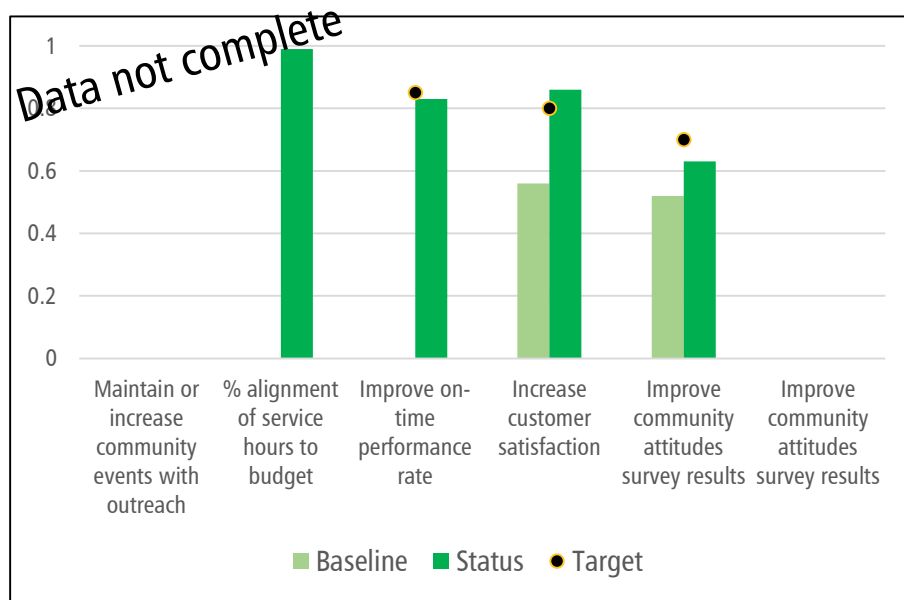
Customer Focused	Status	Trend
Maintain the % of bus shelters and trash can stops that are serviced weekly (annually)		
Communicate peak pull requirements and status of buses within department		
Reduce number of in service bus replacements due to equipment failures		
Culture of Excellence	Status	Trend
Decrease % of lot accidents annually (Division)		
Increase % of passenger facilities that meet the adequate rating of the state of good repair standards as established in the TAMP		
Increase the # of Lean projects completed in each department		
Financially responsible	Status	Trend
Maintain costs within budget		
Decrease # of days in warehouse for parts		
Dedicated Employees	Status	Trend
Improve Employee Engagement Scores		
Increase % of employees who complete annual compliance training		

Planning and Community Development



Customer Focused	Status	Trend
Maintain or increase the # of community events with outreach		
% alignment of service hours to budget		
Improve on-time performance rate		
Increase customer satisfaction		
Improve community attitudes survey results		
Culture of Excellence	Status	Trend
Increase or maintain the # of pilots		
Financially responsible	Status	Trend
Maintain short, mid, and long-range plans to meet State and Agency requirements		
Maintain concurrence with TAMP to meet FTA requirements		
Increase amount of new funds received each year		
Dedicated Employees	Status	Trend
Identify and implement division guiding principles	B: 03/2018	

Planning and Community Development



Measure	Status
Maintain short, mid, and long-range plans to meet State and Agency requirements	<p>All planning deliverables are on schedule.</p> <ul style="list-style-type: none"> • 2018 TAMP (asset inventories and conditions data only) submitted to WSDOT in February • TDP scheduled for completion in June; • No PT LRP requirements • Darin joined Regional Staff Committee to help create Vision 2050 LRP
Maintain concurrence with TAMP to meet FTA requirements	TAMP on schedule for completion by September 30, 2018 deadline.
Identify and implement division guiding principles	Initial work to be started first week of March. Done by March 30.

Service Delivery and Support



Customer Focused	Status	Trend
Improve operator daily absenteeism		
Improve on-time performance (fixed route)		
Decrease the # of customer complaints related to service		
Decrease the % of abandoned calls		

Culture of Excellence	Status	Trend
Decrease the incident injury frequency rate		
Decrease the accident frequency rate of preventable accidents		
Maintain Public Safety's response times		

Financially responsible	Status	Trend
Reduce OT costs (Division)		
Increase SHUTTLE passenger per hour revenue		

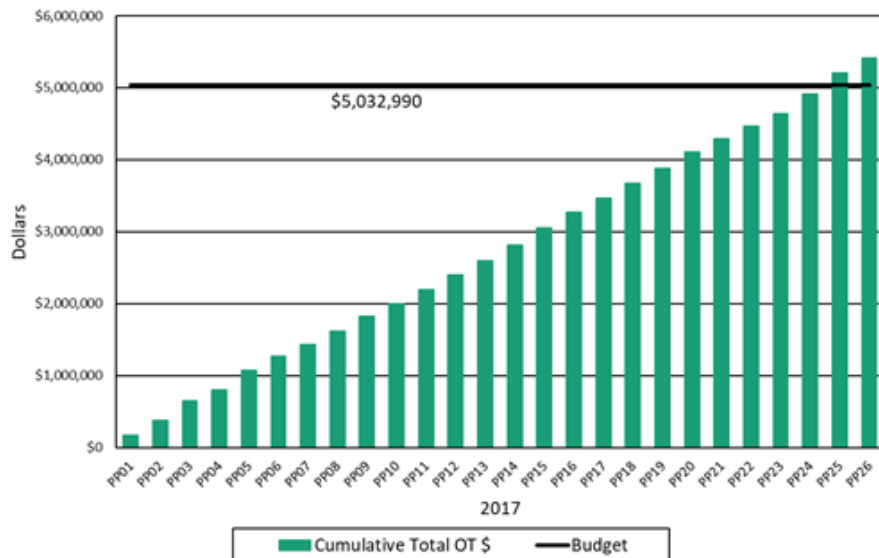
Dedicated Employees	Status	Trend
Increase the # of represented employees who receive annual performance reviews		
Increase the # of operator observations completed		
Improve retention rate of operators		

Service Delivery and Support



Average of %																										
Day of	2016												2017												2018	
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	
1	28%	16%	18%	19%	12%	14%	17%	16%	14%	15%	12%	17%	16%	17%	48%	18%	17%	19%	16%	18%	20%	14%	17%	20%	18%	
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	21%		12%	13%	18%	14%	22%	15%	17%	13%	15%	20%	14%		18%	15%	14%	20%	22%	18%	17%	17%	20%	16%		
	14%		15%		14%		19%	13%		16%		18%	16%	20%	16%		16%		18%	20%		17%		12%		

Transit Operator Cumulative Total OT \$ vs Budget



Training & Bus Safety Benchmark

Operator Observation Reports completed in 2017 428

Operator Performance Evaluations completed in 2017 658

Service Delivery and Support



CONFIDENTIAL
JOB PERFORMANCE REVIEW
Transit Operator

Manager: Trish Macomber

Emp # 2055 Review Date 12/30/2017

Employee Name Mitchell, Bonnie Employee Hire Date 12/30/2007

Review Period From 12/1/2016 To 11/30/2017 Years of Service 9.9

Performance Indicators

	2016	2017	2017	2017
	12	01	02	03
Customer Comments				
Compliments	0			
Complaints	1			
Accidents				
Preventable				
Non Preventable				
Evaluations				
Self				
Supervisor				
Reports				

Performance Review

A Enter Comment

B

C

D

E

F

G

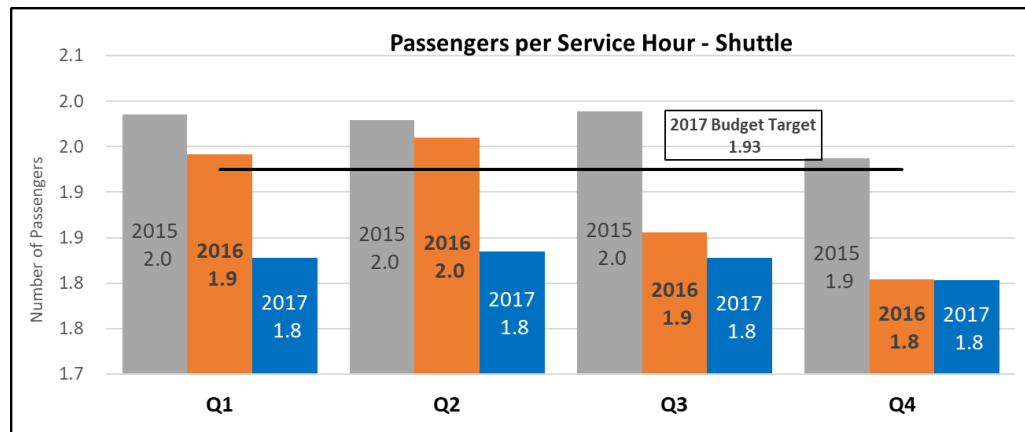
Manager Signature _____ Date _____

Operator Signature _____ Date _____

Operator Annual Performance Evaluations
Process enabled Sept. 2017







Call Center trend

	1/1/2017	2/1/2017	3/1/2017	4/1/2017	5/1/2017	6/1/2017	7/1/2017	8/1/2017	9/1/2017	10/1/2017	11/1/2017	12/1/2017
Hour	Abandoned	Abandoned	Abandoned	Abandoned	Abandoned	Abandoned	Abandoned	Abandoned	Abandoned	Abandoned	Abandoned	Abandoned
6	8	3	1	1	3	3	1	4	7	2	0	0
7	18	2	5	1	2	3	0	2	7	6	4	1
8	84	35	34	24	42	28	37	36	96	61	58	48
9	55	7	9	13	39	14	24	23	72	20	19	21
10	45	10	14	11	7	12	9	10	55	17	9	19
11	51	18	7	13	45	31	27	32	49	26	35	28
12	46	8	12	11	25	18	30	17	22	26	18	15
13	41	11	10	14	26	18	19	24	29	20	20	14
14	35	12	26	27	9	15	18	28	34	27	18	31
15	39	7	25	12	16	17	31	42	74	44	19	41
16	44	14	26	15	50	46	61	40	65	47	36	67
17	7	1	7	3	2	5	2	3	1	4	2	2
18	2	0	5	1	3	1	3	1	3	3	0	3



Legend



Status	Trend
 Goal has been met	 The metrics are trending in the "right" direction
 Current metrics are better than the baseline, but the goal is not yet met	 The metrics are not trending in either direction
 Current metrics are worse than or equal to baseline	 The metrics are not trending in the "right" direction
"B: 8/30" Baseline is being established and will be complete on "X" date	



Questions?

Agency Dashboard



Customer Focused

- Ridership by Mode
- Passengers per Hour
- On Time Performance
- Complaints per 100K Boardings
- Miles between Road Failures

Culture of Excellence

- On the Job Injury Claims per 100K Hours Worked
- Preventable Accidents per 100K Service Miles

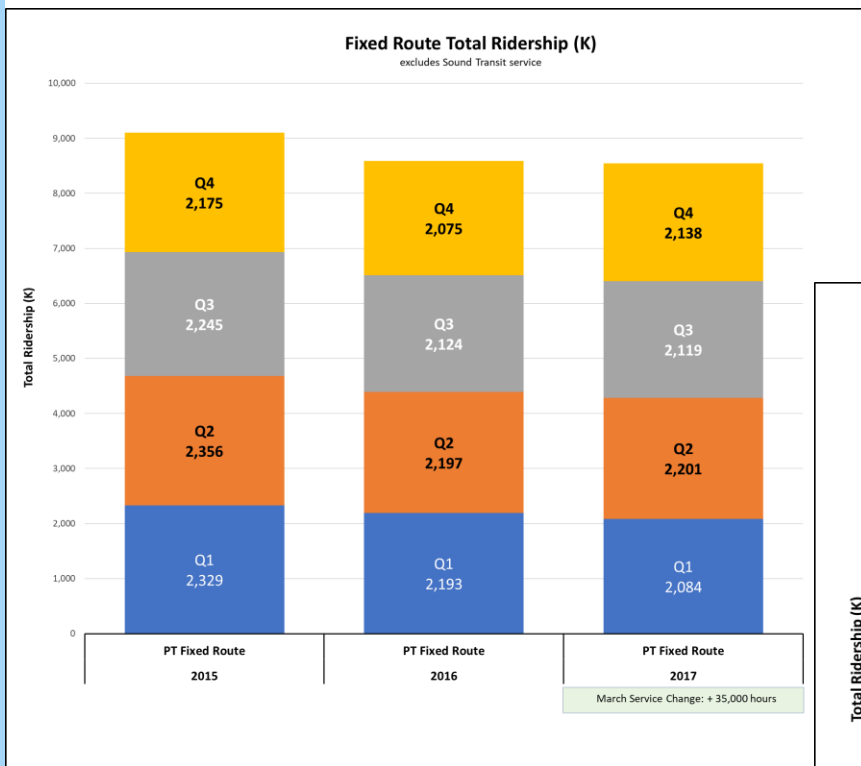
Financially Responsible

- Quarterly Sales Tax Revenue and Expenditures
- Cost Per Service Hour
- Farebox Recovery by Mode
- Operating Subsidy per Ride

Dedicated Employees

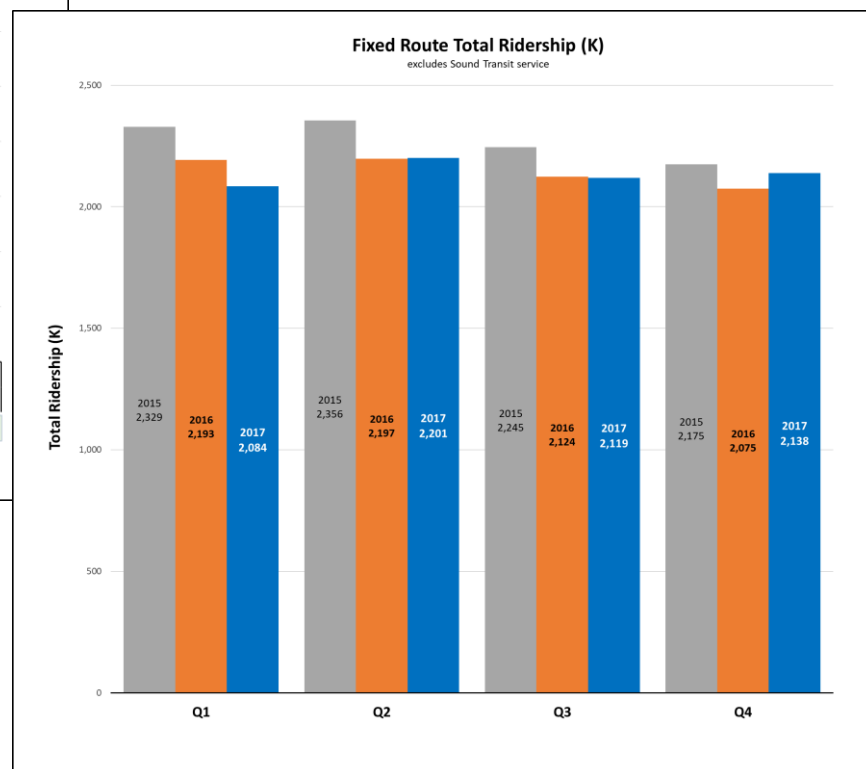
- Employee Retention Rate

Customer Focused



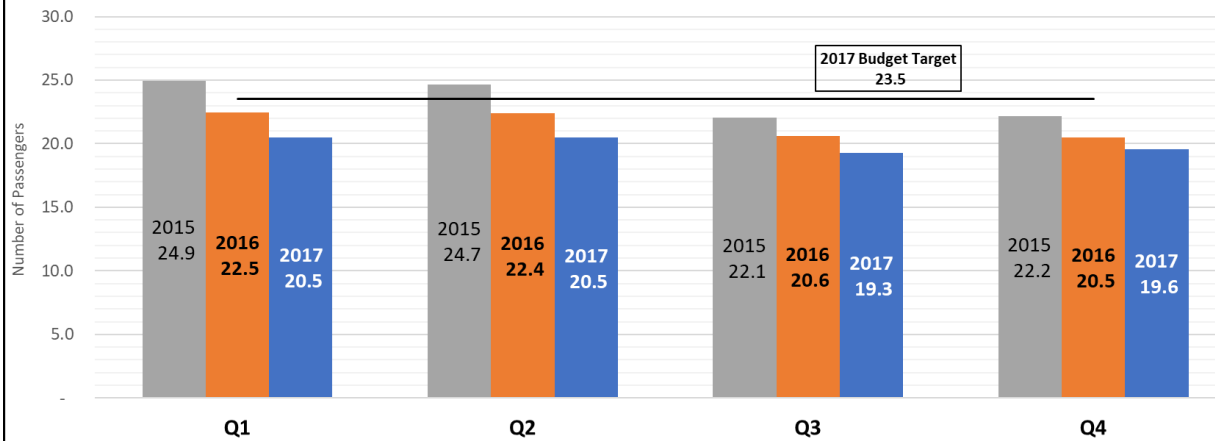
Trendline 2016-2017

Total ridership is flat year over year, with Qtr over Qtr growth in Q4, a trend not seen in 2 prior years.



Customer Focused

Passengers per Revenue Hour - Fixed Route
excludes Sound Transit



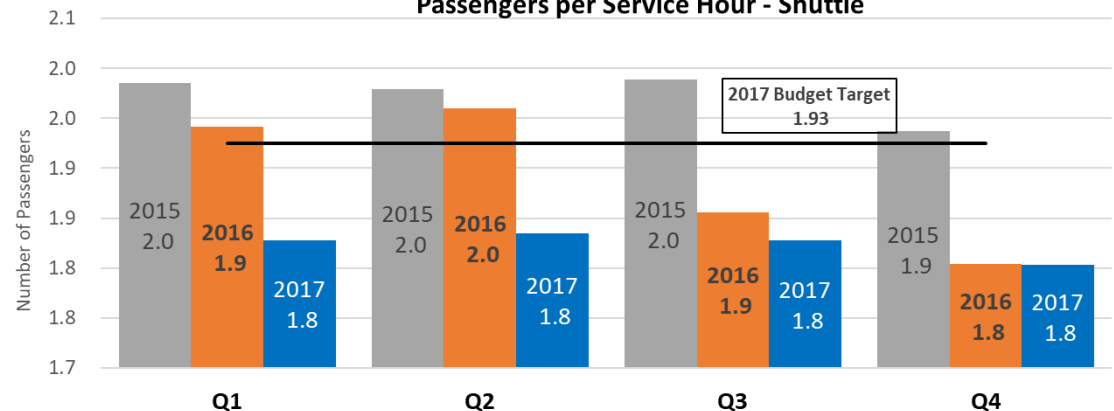
Trendline 2016-2017

Hours increased as of Q2 2017 while Ridership was flat, so Passengers per Hour decreased.

Trendline 2016-2017

Shuttle Passengers per Hour has decreased in 2017.

Passengers per Service Hour - Shuttle



Trendline Quarterly 2017

March Route consolidation proved challenging to On Time Performance. Recovery is evident as improvements are implemented at the individual route level.

On Time Performance (OTP) - Fixed Route 2017

Fixed Time points only, excludes Sound Transit & seasonal Trolley Routes

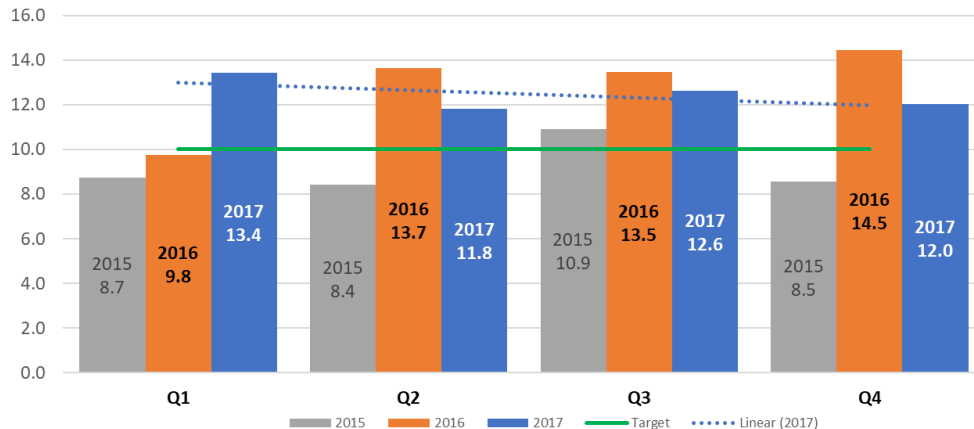
On Time Pct	Quarter			
Day Type	Qtr1	Qtr2	Qtr3	Qtr4
Weekday	83%	81%	82%	84%
Saturday	83%	79%	78%	80%
Sunday	86%	82%	83%	86%
Grand Total	84%	81%	82%	84%

Current OTP Target : 85% +

Customer Focused

Complaints per 100K Boardings

excludes Sound Transit



Trendline 2016-2017



The trend of 2017 is a decrease in number of Complaints per 100K Boardings

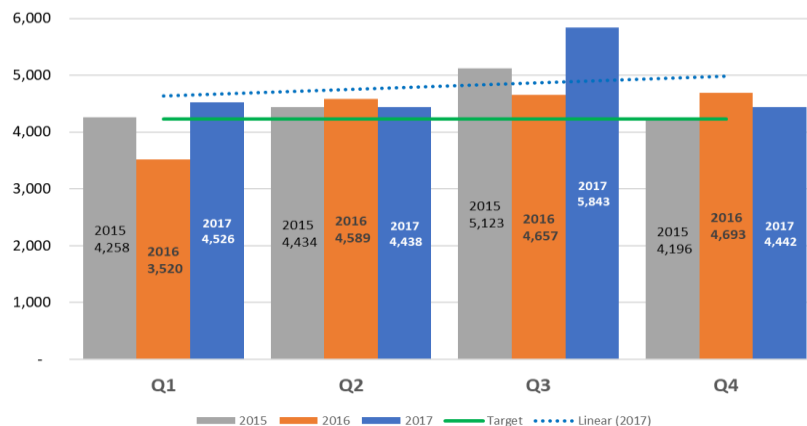
Trendline 2016-2017



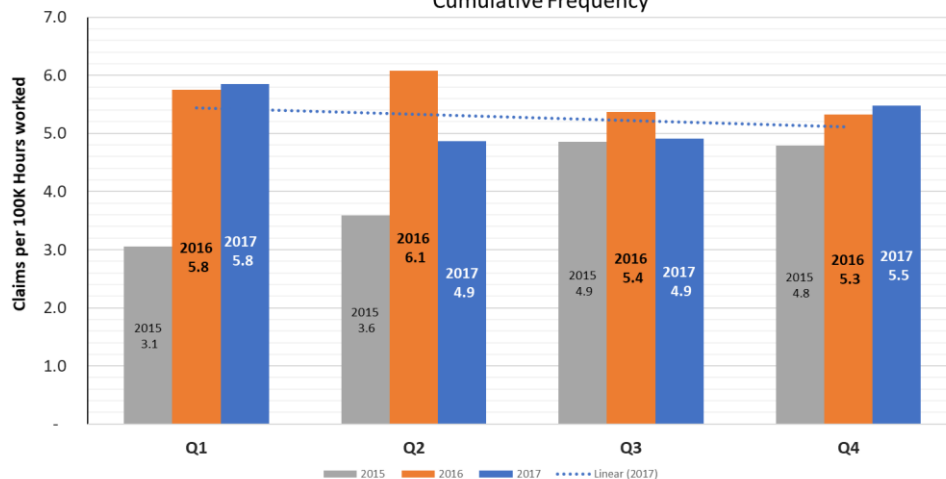
The trend of 2017 is an increase in number of Miles between Road Failures. Results were above target every Quarter

Miles Between Road Failures

Target 4,225
excludes Sound Transit



On the Job Injury Claims per 100K Hours Worked
Cumulative Frequency



Trendline 2016-2017



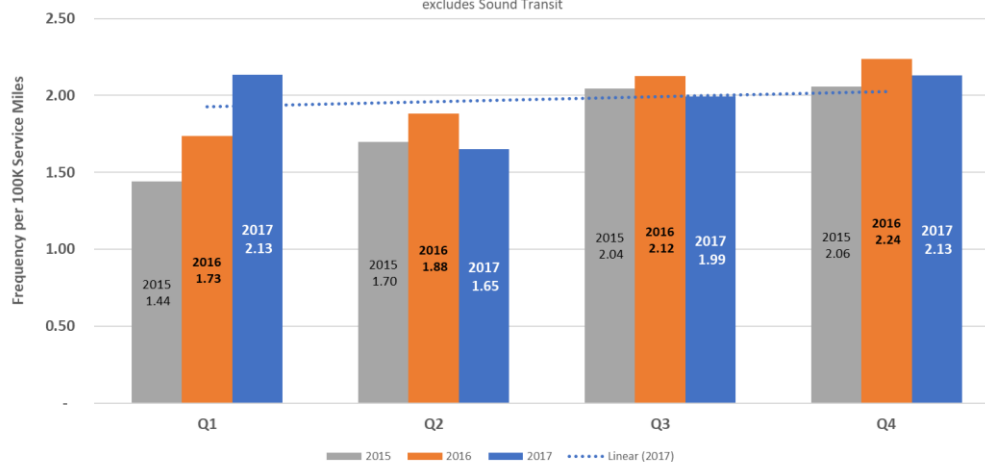
The cumulative trend of 2017 is a decrease in number of On the Job Injuries per 100K Hours Worked

Trendline 2016-2017

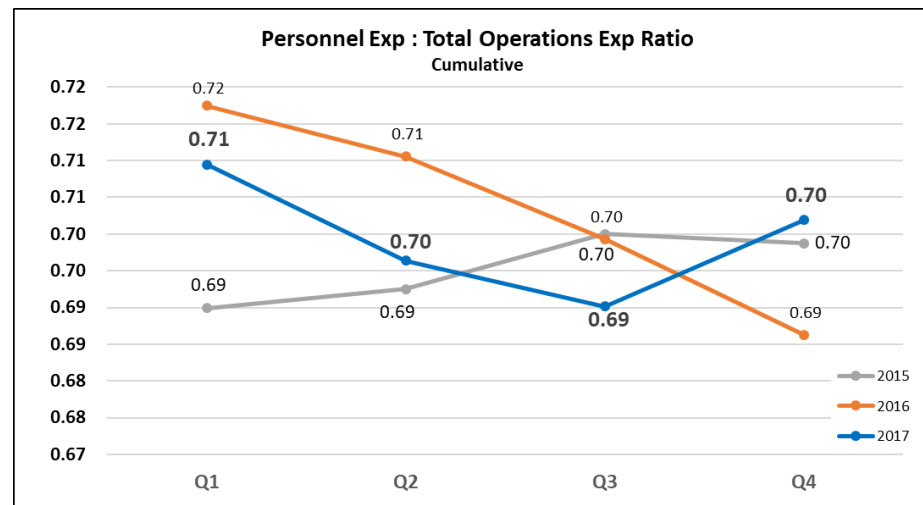
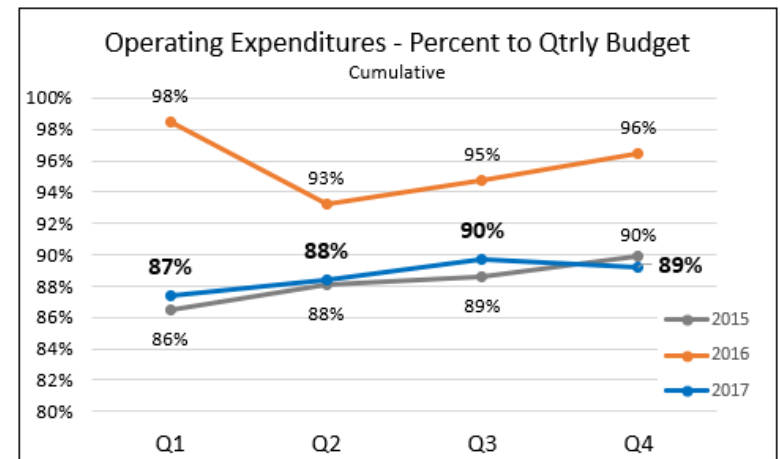
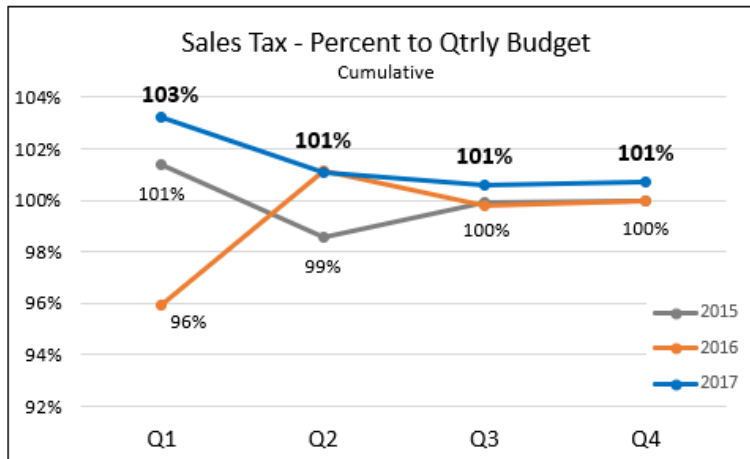


The cumulative trend of 2017 is a decrease in number of Accidents per 100K Service Miles

Preventable Accidents per 100K Service Miles - Fixed Route
Cumulative Frequency
excludes Sound Transit

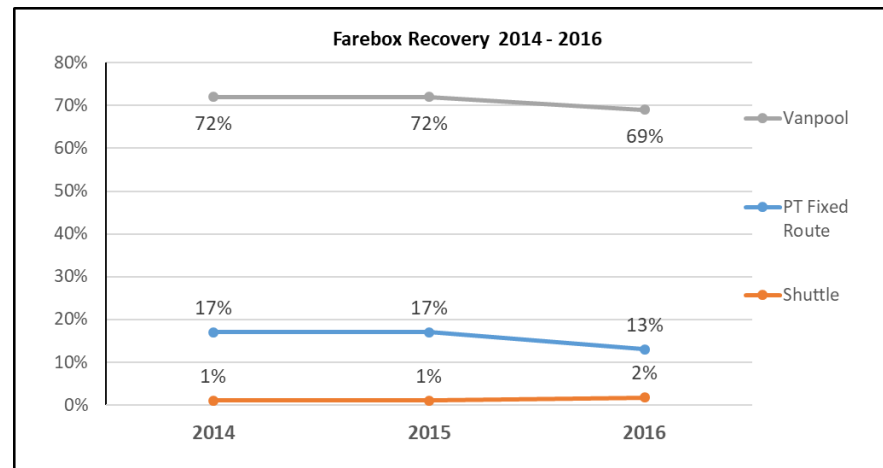
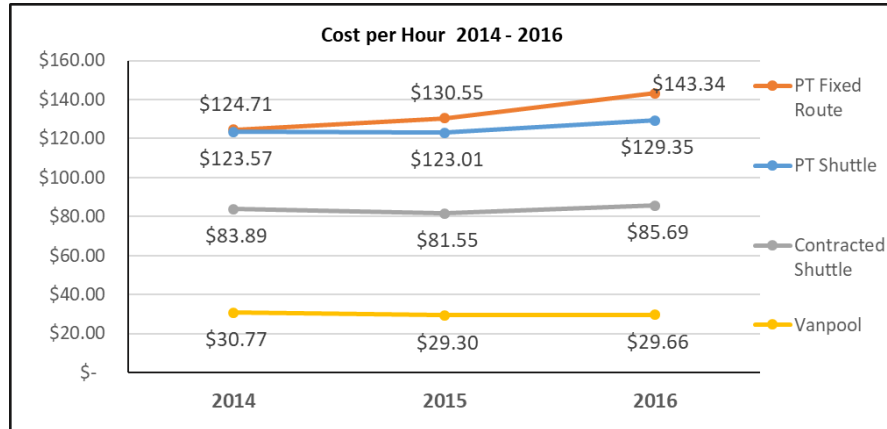


Quarterly measures

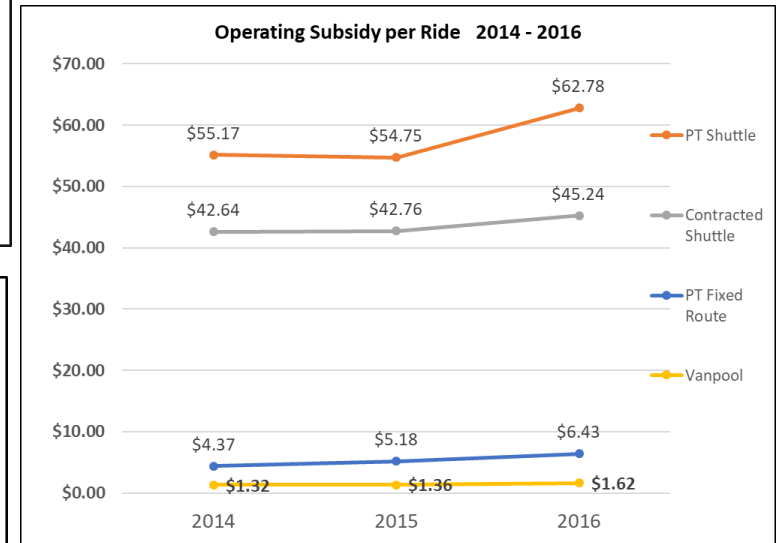


Financially Responsible

Annual measures



Trend 2016-2017
2017 data not yet available



Dedicated Employees

Employee Retention

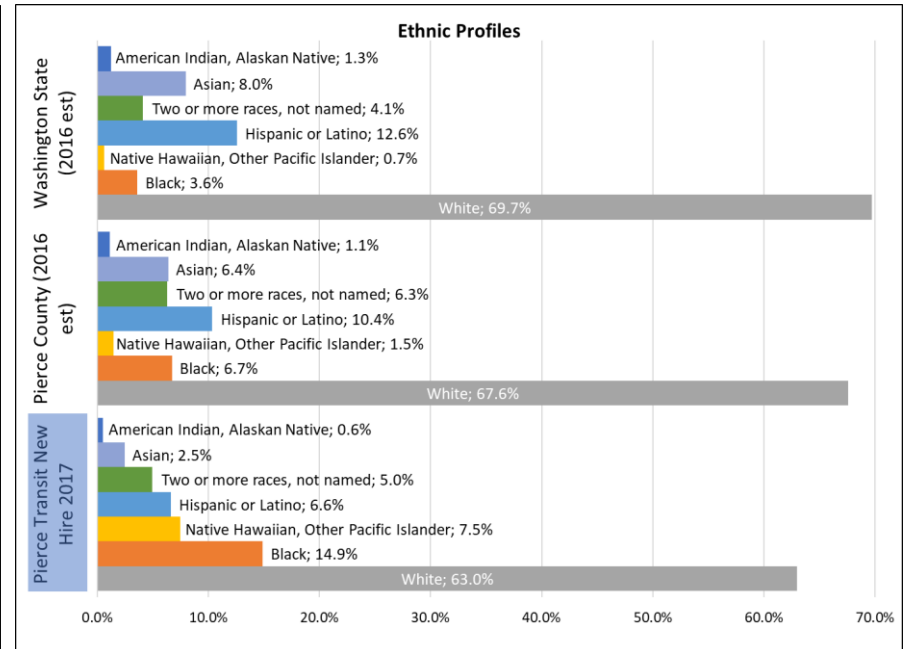
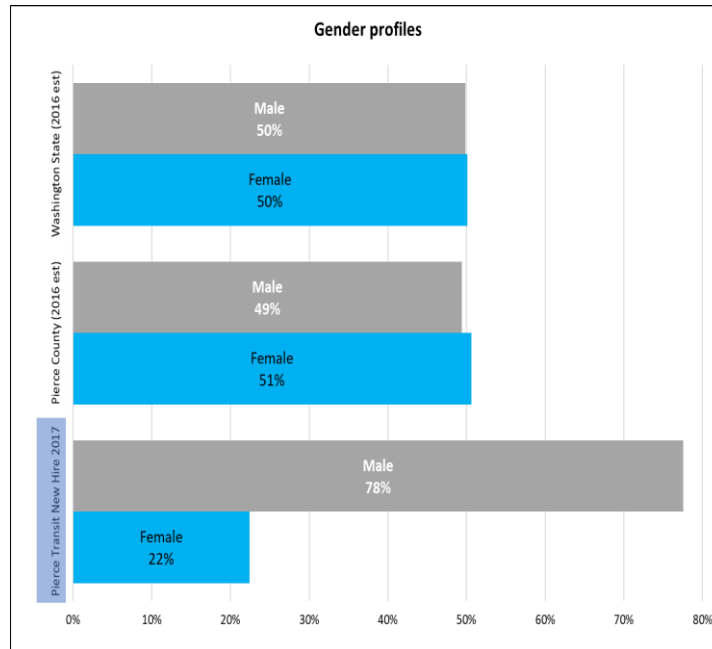
	2014	2015	2016	2017
	Retention	Retention	Retention	Retention
All Employees	93%	92%	90%	91%
Operators Only	93%	92%	90%	93%
Non Operators -Bargaining	93%	92%	94%	89%
Non-Bargaining	91%	92%	91%	88%

Trendline 2016-2017



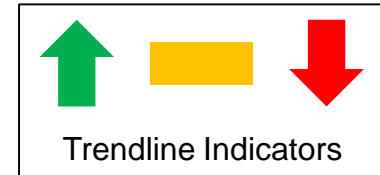
The trend of 2017 is an increase in Employee Retention overall

Gender and Ethnicity comparison - 2017 New Hire, Pierce County and Washington State








New Hire = Accepted Offer of Employment in 2017, includes Transit Operator Trainee positions



Agency Dashboard Recap



Customer Focused

-  Ridership by Mode
-  Passengers per Hour
-  On Time Performance
-  Complaints per 100K Boardings
-  Miles between Road Failures

Culture of Excellence

-  On the Job Injury Claims per 100K Hours Worked
-  Preventable Accidents per 100K Service Miles

Financially Responsible

- Quarterly Sales Tax Revenue and Expenditures
- Cost Per Service Hour
- Farebox Recovery by Mode
- Operating Subsidy per Ride

Dedicated Employees

-  Employee Retention Rate

**PIERCE TRANSIT
BOARD OF COMMISSIONERS
MINUTES**

February 12, 2018

CALL TO ORDER

Vice Chair Henderson called the meeting to order at 4:00 p.m. and let the meeting until Chair Keel arrived.

ROLL CALL

Commissioners present:

Kent Keel, Chair of the Board, City of University Place Mayor
Bruce Dammeier, Pierce County Executive
Daryl Eidinger, City of Edgewood Mayor (*representing Fife/Milton/Edgewood*)
Nancy Henderson, Vice Chair of the Board, Town of Steilacoom Councilmember
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)
Ryan Mello, City of Tacoma Councilmember
Robin Farris, Puyallup City Council

Commissioners excused:

Rick Talbert, Pierce County Councilmember
Don Anderson, City of Lakewood Mayor
Victoria Woodards, Mayor of City of Tacoma

Staff present:

Vivienne Kamphaus, Executive Director of Administration
Dana Henderson, General Counsel
Deanne Jacobson, Assistant to the CEO/Clerk of the Board

WELCOME NEW BOARD MEMBERS

On behalf of the Board of Commissioners, Chair Keel welcomed Tacoma Mayor Victoria Woodards and Councilmember Robin Farris from the City of Puyallup to the Pierce Transit Board.

PRESENTATIONS

January 2018 Operator of the Month ~Transit Operator Assistant Manager Scott Gaines honored Operator Ban Mao for being selected the January 2018 Operator of the Month award recipient. Mr. Gaines detailed Mr. Mao's accomplishments and recognized him for earning honor roll two years in a row for having no preventable accidents, and for his strong customer service skills.

On behalf of the Board, Vice Chair Henderson thanked Mr. Mao for his service to the community.

Hurricane Mobilizations ~ Tokens of Appreciation to Pierce Transit Staff

The Pierce County Department of Emergency Management (DEM) recognized Pierce Transit and select Pierce Transit employees for their assistance last summer in transporting about 80 responders to and from SeaTac airport to assist with the east coast hurricanes.

Commissioner Dammeier noted that he is pleased that Pierce Transit is being honored for the reliable support that the agency provides to the region and nationally during emergencies such as train derailments and other natural disasters.

Community Transportation Advisory Group (CTAG) Update on Sound Transit Dome/Link Stakeholder Involvement ~

Business Partnership Administrator Penny Grellier informed the Board about the opportunity for Pierce Transit and Sound Transit to collaborate by giving input on the Tacoma Dome Light Rail extension project. She noted that the CTAG will select a member of its group at the February Board Meeting.

PUBLIC COMMENT

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

- Walt Hurd, Tacoma, requested later run times on the 42 so it coincides with the Sound Transit runs. He noted he was on Coach 271 and the operator did not announce the stop.
- Cinderella Helga, Lakewood, noted that the trash at her stop has been removed. She reported that the 41 bus is not stopping at the gate at Tacoma Dome. She applauded the Pierce Transit front desk staff for their customer service skills.

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 Dammeier and Eidinger **moved** and seconded to approve the consent agenda as presented.

Motion **carried**, 6-0.

1. Approval of Vouchers, February 1, 2018
Operating Fund #10
Capital Fund #90
Voucher CK Nos. 360374 through 360910
Advance Travel CK Nos. 1274 through 1274
Wire Nos. 2132 through 2154
Total \$6,760,743.09

2. Minutes: Regular Board Meeting of January 8, 2018.
3. 2017 Fourth Quarter Sole Source Contracts and Amendments Report
4. FS 18-010, approved Resolution No. 18-006, authorizing the removal of Chapter 3.12 – Purchasing Procedures from the Pierce Transit Code; Amending Chapter 3.13 – Delegated Authority and Procedures for Procurement of Materials, Work, and Services and for the Acquisition and Use of Property and Property Rights to Add Language Clarity and Repealing Resolution Nos. 84-005, 94-072, 00-019, 03-044, 08,018 14-035, 14-062 Section 1 (Exhibit A), and 16-019.
5. FS 18-011, authorized the CEO to enter into and execute a three-year sole source agreement with Track-It, LLC, to provide a training database with mobile-App functionality in an amount not to exceed \$72,000.
6. FS 18-012, authorized the CEO to enter into and execute a three-year sole source Renewal and Expansion Agreement for SIP Trunking Services with Level 3.

ACTION AGENDA

1. FS 18-013, Authority to Execute Task Order No. 13 with Parametrix for Engineering and Design Services for Sprinkler and Alarm System for Building 6

Senior Construction Project Manager Clint Steele provided an overview of the project, noting that the City of Lakewood is requiring the installation of a fire hydrant and a sprinkler/ alarm system in Building 6 due to the “change of use” to the building.

Commissioners Mello and Henderson **moved** and seconded to authorize the CEO to enter into and execute Task Order No. 13 with Parametrix Engineers to provide engineering and design services for the sprinkler and alarm system for Building 6 in an amount not to exceed \$109,269.17.

A question and answer period ensued about estimated construction cost, what Parametrix’s role is in the design of the sprinkler system, intended use of the property, anticipated project completion date, and why Pierce Transit was not aware of the requirement to install the sprinkler/alarm system before finalizing the purchase of the property.

Mr. Steele detailed the work that will be completed by Parametrix, reported that construction costs are estimated to be near \$274,000 and estimated that the project will be delayed by approximately three months. Mr. Steele noted that he was unaware of the fact that Pierce Transit would be required to install a sprinkler/alarm system when it purchased the building. The change of use triggered the requirement for the installation of the sprinkler system.

Motion **carried**, 6-0.

2. **FS 18-014, A Resolution Authorizing Revisions to the Pierce Transit Drug and Alcohol Abuse Policy and Repealing Resolutions Nos. 94-089, 98-082, 01-045, and 12-016 that Created Prior Drug and Alcohol Abuse Policies**

Human Resources Generalist Jean Carlson reviewed the proposed language changes to the Agency's drug and alcohol policy and noted that these changes bring the Agency's drug and alcohol policy into compliance with the Federal Transportation Administration.

Staff responded to questions relating to various provisions of the policy pertaining to employees' rights.

Commissioners Henderson and Mello **moved** and seconded to approve Resolution No. 18-007, authorizing revisions to the Pierce Transit Drug and Alcohol Abuse Policy as presented in Exhibit A and repealing Resolutions Nos. 94-089, 98-082, 01-045, and 12-016, that created prior drug and alcohol abuse policies.

Motion **carried**, 6-0.

STAFF UPDATES/DISCUSSIONS

CEO's Report

Executive Director of Administration Vivienne Kamphaus welcomed and introduced Ryan Wheaton, Pierce Transit's new Director of Planning and Community Service.

INFORMATIONAL BOARD ITEMS

Chair Report

Chair Keel announced that the annual Board retreat will be held on March 29, 2018 from 8:30 a.m. – 3:00 p.m. in the Pierce Transit Board room and confirmed that a light breakfast will be served as well as lunch. He noted that they will be discussing expansion of the service area at the retreat and that this will be an important meeting for all to attend. He encouraged all the commissioners to clear their schedules so that they can attend the retreat.

Chair Keel also noted he is on task to complete the CEO's evaluation on time. and that the commissioners will be receiving a packet shortly that will include the CEO's self-assessment. He encouraged the commissioners to complete the evaluations timely and return them to Vivienne Kamphaus.

Ms. Kamphaus reminded the commissioners that the CEO's contract expires May 29, 2018.

Chair Keel emphasized the importance of completing the evaluation process in a timely manner.

Sound Transit Update

Commissioner Dammeier announced that Sound Transit has two new Board Members:

- Victoria Woodards, Mayor of Tacoma
- Ron Lucas, Mayor of the Town of Steilacoom, elected vice chair of the Sound Transit Board.

The first meeting of Tacoma Dome Link elected officials group is February 16, 2018.

EXECUTIVE SESSION

None

ADJOURNMENT

Commissioners Mello and Dammeier **moved** and seconded to adjourn the meeting at 5:40 p.m.

Motion **carried**, 6-0.

Deanne Jacobson
Clerk of the Board

Kent Keel, Chair
Board of Commissioners



Board of Commissioners
Fact Sheet No.: 2018-017
Date: March 12, 2018

TITLE: Authority to Execute a Three-Year Microsoft Enterprise Services License Agreement with Software House International

DIVISION: Administration

SUBMITTED BY: Keith Messner, Chief Technology Officer

RELATED ACTION: N/A

ATTACHMENTS: None

RELATION TO STRATEGIC PLAN: Internal

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: N/A

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
2018 Local Amount	\$ 649,909 with Tax	Renewal of the Agency Microsoft Licensing Agreement for three years. Costs are \$ 649,909 in 2018, \$674,909 in 2019 and \$674,909 in 2020. All years will be budgeted in the IT operating budget. Total expenditure for the life of this contract is \$1,999,727.
Grant/Other Amounts	\$ 0	
2018 Total Amount	\$ 649,909 with Tax	
Total 3-year	\$ 1,999,277 with Tax	
Expenditure		

BACKGROUND:

Staff requests authority to execute a three-year contract renewal for Microsoft Enterprise Services Licensing through the Washington State NASPRO Contract #06016 with Software House International. This licensing includes all our Microsoft Server and Database licenses, all desktop Operating Systems, Microsoft Office for all Agency users, Microsoft Exchange (our email system), Microsoft SharePoint (the Agency Intranet), and Microsoft Skype for Business (the Agency telephone system).

STAFF RECOMMENDATION:

Authorize execution of contract renewal of the 3-year Microsoft Enterprise Services License Agreement with Software House International.

ALTERNATIVES:

Enter into costlier single year contracts for each of the above items or purchase software off the shelf as required for each server and computer Operating System; however, we would not receive the generous discounts that the state contract provides.

PROPOSED MOTION:

Authorize the CEO to enter into and execute a three-year Microsoft Enterprise Services License Agreement with Software House International in an amount not to exceed \$1,999,727.



Board of Commissioners
Fact Sheet No.: 2018-018
Date: March 12, 2018

TITLE: A Resolution Authorizing the Chief Executive Officer to Execute an Agreement with Lyft, and Associated Agreements with Pierce College Puyallup and Sound Transit for the Limited Access Connections Project

DIVISION: Planning & Community Development

SUBMITTED BY: Penny Grellier, Business Partnership Administrator

RELATED ACTION:

Resolution No. 17-076 Authorizing the Chief Executive Officer to Execute an Agreement with Uber, Pierce College and Sound Transit for the Limited Access Connections pilot project (11/13/17)

ATTACHMENTS:

Exh A, Pierce College Puyallup Partnership Agreement (revised)
Exh B, Sound Transit Partnership Agreement (revised)

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Mobility on Demand
Sandbox Limited Access Connections project

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 51,481	FTA Sandbox funding and local matching funds will be used to subsidize TNC rides. No funds are included in the Pierce College Puyallup or Sound Transit agreements
Grant/Other Amounts	\$ 205,922	
Total Expenditure	\$ 257,403	

BACKGROUND:

Pierce Transit staff seeks authorization for the Chief Executive Officer (CEO) to execute partnership agreements with Lyft, Pierce College Puyallup and Sound Transit for the Limited Access Connections pilot project. This matter is similar to Resolution No. 17-076, pursuant to which the Board granted authority to proceed in this pilot project with Uber; staff was unable to reach an acceptable agreement with Uber. Staff has negotiated an agreement with Lyft, and has obtained FTA approval to substitute Lyft as a partner and now seeks Board approval to do so. The changes to the Partnership agreements with Pierce College Puyallup and Sound Transit are to simply substitute references to Uber with Lyft.

This pilot will test a new, innovative way to reach riders who currently are not near fixed route bus services by providing a connection to Pierce Transit's service via a Lyft trip.

Project Profile

Pierce Transit (PT) proposes a three-pronged approach to provide riders access to transit through first/last mile solutions via rideshare partners; guaranteed ride home when traditional service is unavailable; and rides to and from Park & Ride lots. Based on an average trip cost of \$11, trips will be offered in the following ways:

- The first approach is a first/last mile solution, and refers to those riders needing transportation to or from transit because their start or end point lies beyond a half-mile from nearest transit access. PT will collaborate with a rideshare partner to provide first/last mile service in and between select zones. Riders will request their connecting ride via a rideshare app. These rides will be fully subsidized using grant funds through the grant period. The subsidized rides will be provided only within and between designated zones and to specific bus stops, a transit center or a Sound Transit station (during peak commute hours).
 - The second approach is a guaranteed ride home which refers to those riders travelling home after transit service has stopped for the night. These rides will be fully subsidized by grant funds.
 - The third approach will provide trips to and from Park & Ride lots and Sounder Transit stations to reduce crowding at the lots. These rides must begin or end within 5 miles of the Park & Ride /station, and occur during peak commute hours on weekdays. These trips will be fully subsidized by grant funds for the grant period, and these riders will be using transit to continue their journey.
-

These services will increase throughput at stations served by parking-constrained Park & Ride lots, provide connections to existing bus routes, and provide rides home outside of regular service hours. The zones that Pierce Transit is targeting with this pilot are generally in lower density areas that are not well served with fixed route bus services. At \$11/trip on average, these rides are more cost-effective than the fixed route demonstration projects previously executed to meet many of the same needs. This pilot will test another mode to provide transportation services to underserved groups using the latest technology available. Trips will be provided by Lyft, the TNC partner in this effort. Pierce College Puyallup and Sound Transit will provide a designated pick-up and drop-off location for the project, as well as assist with promotion of the service and reporting on project activities.

Equity/Accessibility

This project provides equitable geographic access to transit for riders who have limited or no transit options, and extended service hours for those who would otherwise be unable to use transit for their return journey. In addition, Pierce Transit focuses on the needs of all travelers in order to ensure that the Agency measures the project's impact on all segments of its ridership.

Accessibility for those with limited mobility

For those riders who would like to take advantage of this service and whose trips start or end in the prescribed zones, but are unable to ride in partner vehicles (such as those unable to transfer from a wheelchair), Pierce Transit will coordinate response using a wheelchair accessible vehicle.

Access to a smartphone-based system

Pierce Transit's customer satisfaction survey conducted in 2014 indicated that 64% of customers used smartphones. The Agency anticipates that number is now much higher; this could indicate a significant audience for this pilot. However, elders and low-income riders may not have access to or feel comfortable using a smartphone.

For telephone access, Lyft plans to provide its Concierge service in conjunction with project launch, which will allow Pierce Transit's customer service representatives to make ride requests via Lyft on behalf of the unbanked or those without smartphones.

Staff will also provide outreach and training to communities that may not be familiar with using Lyft and/or a smartphone. Proposed outreach methods include a how-to video to be posted on the Pierce Transit website, social media posts, and presentations/demonstrations at senior centers and community events.

Improving low income access

Approximately 44% of Pierce Transit ridership is from households with annual incomes below \$20,000. This population may not have access to credit cards or bank accounts, otherwise known as "unbanked". This may limit this population's ability to utilize car-share services.

In order to use an app-based service, a customer must set up an account and a payment method online (either via a smartphone app or using a website on their computer). For those without access to a credit card, a Lyft account may be established using a prepaid credit card as the payment method.

For those without a credit card *or* bank account, the Agency shall provide a customer service line, utilizing the Concierge platform, to request a ride. Trips coordinated using this method shall be billed directly to a Pierce Transit account, taking the burden of setting up an account off the unbanked or low-income user.

Community Engagement

Community engagement and outreach of any new service is important to build awareness of that service. Staff has developed an outreach and marketing plan in conjunction with project partners. Outreach includes:

Awareness/Education

1. Postings: PowerPoint and/or printed maps, pictures, and text used during meetings to share information with general public, posted in high-traffic public areas in zones.
2. Website/social media: Share maps, pilot project description and process, and link to Lyft app.
3. Presentations to Pierce College students & faculty, Chambers, Rotary clubs, Church organizations, YMCA, Senior centers, Business districts, Tacoma neighborhood associations.
4. Media features including The News Tribune & other papers, Pierce County News, CityLine Tacoma TV.

Input

1. Survey on Pierce Transit's website for those who have tried the service.
2. Feedback from partners Sound Transit, Pierce College Puyallup through their in-house means.
3. Customer survey conducted using existing Lyft survey tool sent via user account emails.

STAFF RECOMMENDATION:

Approve Resolution 18-018 authorizing the Chief Executive Officer to execute an agreements with Lyft and associated agreements with Pierce College Puyallup and Sound Transit for the Limited Access Connections pilot project.

ALTERNATIVES:

1. Do not approve entering into partner agreements. Explore alternative innovative modes of transportation for areas with limited access to transit.

PROPOSED MOTION:

Approve Resolution 18-018 authorizing the Chief Executive Officer to Enter Into and Execute an Agreement with Lyft, and Associated Agreements with Pierce College Puyallup and Sound Transit for the Limited Access Connections Pilot Project.

RESOLUTION NO. 18-009

1 A RESOLUTION Authorizing The Chief Executive Officer To Execute An Agreement With Lyft, And Revised
2 Agreements With Pierce College Puyallup And Sound Transit For The Limited Access Connections Project
3

4 WHEREAS, on July 8, 2013 the Pierce Transit Board of Commissioners adopted its Strategic Direction
5 which directed staff to develop innovative and tailored community solutions; and

6 WHEREAS, the Community Development Department, tasked with creating community partnerships in
7 support of innovative solutions and economic development, proposed a demonstration project in conjunction
8 with a Transportation Networking Company partnership; and

9 WHEREAS, examination of accessibility in the service area and community requests for service revealed
10 a need for feeder service to provide connections to transit to those living in zones with limited or no service;
11 and

12 WHEREAS, in October 2016, Pierce Transit was one of eleven transit agencies awarded the Federal
13 Transit Administration Mobility On Demand Sandbox research grant funding in partnership with Sound Transit,
14 Uber and Pierce College Puyallup; and

15 WHEREAS, Pierce Transit has designed a limited access connections pilot project to provide rides in
16 specified zones to and from transit centers, bus stops and Sound Transit Sounder Commuter Rail Stations in
17 order to reduce congestion at park and ride lots, increase transit ridership amongst those living beyond ½ mile
18 of a transit route and guarantee rides home for those travelling outside normal fixed route service hours; and

19 WHEREAS, on November 13, 2017, the Board of Commissioners authorized the Chief Executive Officer
20 to execute an agreement with Uber, Pierce College Puyallup and Sound Transit for the Limited Access
21 Connections pilot project; and

22 WHEREAS, staff was unable to reach an agreement with Uber, and on February 9, 2018, Pierce Transit
23 notified Uber of discontinuance of contract negotiations; and

24 WHEREAS, Uber has not objected or responded to Pierce Transit's notice in any manner; and

25 WHEREAS, Lyft has been approved by the Federal Transit Administration as an acceptable partner for
26 the Mobility On Demand Sandbox research grant; and

27 WHEREAS, staff has reached an agreement with Lyft for this project.

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

29 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to execute an
30 agreement with Lyft and associated agreements with Pierce College Puyallup and Sound Transit for the Limited
31 Access Connections pilot project.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 12th day of March, 2018.

PIERCE TRANSIT

Kent Keel, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson
Clerk of the Board

**Agreement Between
Pierce County Public Transportation Benefit Area
And
Pierce College Puyallup
For Service and Use of Transit Facilities**

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

RECITALS

Whereas, the Parties have identified a need for transportation service to and from the Puyallup Station to be provided by Lyft, a transportation networking company, as part of Pierce Transit’s FTA Sandbox Mobility on Demand Limited Access Connections project (“Service”) that will connect passengers to local and regional transit services;

Whereas, the Service is designed to promote ridesharing from transit facilities on the Pierce College Puyallup campus in conjunction with public transit use; and

Whereas, the Service is designed to improve access to transit, provide rides home after regular local Pierce Transit service has ended for the evening and reduce traffic and parking congestion around the Pierce College Puyallup campus; and

Whereas, the Service is a partnership between Pierce Transit, Sound Transit, Pierce College Puyallup and Lyft; and

Whereas, the Service requires use of the Pierce College Puyallup campus pick-up and drop-off area;

Whereas, Pierce College Puyallup is amenable to sharing its facilities and authorizing the Service to utilize pick-up and drop-off areas in order to improve coordination of public transit services;

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

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to enter into a mutually beneficial contractual relationship to authorize Pierce Transit’s partners to utilize Pierce College Puyallup facilities and to establish the general responsibilities of the Parties in relation to the Service.

2. LIMITED ACCESS CONNECTIONS SERVICE DESCRIPTION

The Service is funded by a FTA Sandbox Mobility on Demand grant whereby Pierce Transit pays for eligible rides driven by Lyft’s driver partners. Rides are provided in Lyft driver partners’ personal vehicles. The Service allows customers to ride Lyft

from the designated location at the Pierce College Puyallup campus provided that the customer's origin or destination falls within certain areas and occurs within a one-hour window after fixed route ends Monday through Friday. The Service does not collect a fare; Lyft trips are paid for by Pierce Transit with grant funds. The primary purpose of the Service is to provide students who utilize transit to get to campus with a ride home after local transit service has ended for the evening.

3. **PIERCE TRANSIT'S RESPONSIBILITIES**

In addition to paying for the Service, Pierce Transit will:

3.1 Promotion:

- a) Pierce Transit will promote this service through the Agency's regular communication channels, including: website promotion; social media; in-app promotion in partnership with Lyft and signage at pick-up and drop-off locations.
- b) Pierce Transit will provide ridesharing signage to Pierce College Puyallup to be installed at pick-up and drop-off zone at the Pierce College Puyallup campus.
- c) Pierce Transit will incorporate Pierce College Puyallup's logo into materials designed by Pierce Transit. If an additional tagline or supplemental graphics are added, Pierce College Puyallup staff will have the right to approve such design alterations.

3.2 Data: Pierce Transit will conduct a hand count of pick-ups and drop-offs at Pierce College Puyallup campus before the Service begins and periodically through the term of the Service. This data may be provided to Pierce College Puyallup upon request.

4. **PIERCE COLLEGE PUYALLUP'S RESPONSIBILITIES**

4.1 Pierce College Puyallup will provide promotional support for the Service. This will be accomplished through:

- a) Pierce College Puyallup will promote the Service within many of its regular advertising and promotional materials. Options may include: posters at the Pierce College Puyallup campus, a link to Service information on Pierce Transit's website, and indicate Service pick-up/drop-off location via Pierce College Puyallup social media accounts.
- b) Pierce College Puyallup will provide to Pierce Transit their logo, compatible with Adobe Creative Suite 6, for Pierce Transit's use in supporting the Service.
- c) Prior to publishing Service promotional materials, Pierce Transit staff will submit proofs to Pierce College Puyallup for mutual approval.

- d) Pierce College Puyallup will ensure that any promotional or other information it provides about the Service includes an accurate description of rides eligible for the Service.

- 4.2 Pierce College Puyallup hereby agrees that the Service may utilize pick-up and drop-off zones at Pierce College Puyallup as identified in Attachment 1. Pierce College Puyallup acknowledges that given the nature of the Service, Pierce Transit is unable to require Lyft driver partners to only pick up or drop off customers in those zones identified in Attachment 1 and Pierce Transit shall not be deemed to be in breach of this agreement or its obligations to Pierce College Puyallup as a result. Pierce College Puyallup will notify Pierce Transit of any misuse or repeated non-use of the pick up or drop off zones in Attachment 1.
- 4.3 Pierce College Puyallup agrees that Pierce Transit may operate the Service at the Pierce College Puyallup campus as detailed herein and on Attachment 1.
- 4.4 Pierce College Puyallup agrees to provide Pierce Transit with data in order to measure Service outcomes during the term of the agreement. These data points include:
 - 4.4.1 Parking lot counts
 - 4.4.2 Use of pick-up/drop-off area marked with signage?

5. SERVICE CHANGES

- 5.1 Recognizing that unique and unusual circumstances beyond the control of either party to this agreement may require at any given time of year, temporary or permanent changes in the operating schedules of mutually agreed upon connecting service, each party agrees to provide notice of any such changes to the other party with at the least the following timelines:
- 5.2 Permanent time adjustments must be communicated in writing to the other party of this agreement a minimum of sixty (60) days prior to commencement of the service change.
- 5.3 Temporary or immediate time adjustments must be communicated by telephone with a follow-up written communication (email is appropriate).

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 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 for one calendar year after launch of the Service 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 On or before March 31, 2018, the Parties will meet and confer to identify necessary or appropriate modification to this Agreement. Any such modifications(s) shall be made as provided per this Agreement.

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.

	Pierce College Puyallup
Contact Name	Choi Halladay
Title	Vice-President of Administrative Services
Address	9401 Farwest Drive SW
Telephone	253-964-6506
E-Mail	CHalladay@pierce.ctc.edu

	Pierce Transit
Contact Name	Penny Grellier
Title	Business Partnership Administrator
Address	3701 96 th St SW, Lakewood WA 98499
Telephone	253-589-6886
E-Mail	pgrellier@piercetransit.org

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

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

PIERCE COLLEGE PUYALLUP

PIERCE TRANSIT

Choi Halladay, Vice President of
Administrative Services

Sue Dreier, CEO
Pierce County Public Transportation Benefit
Authority

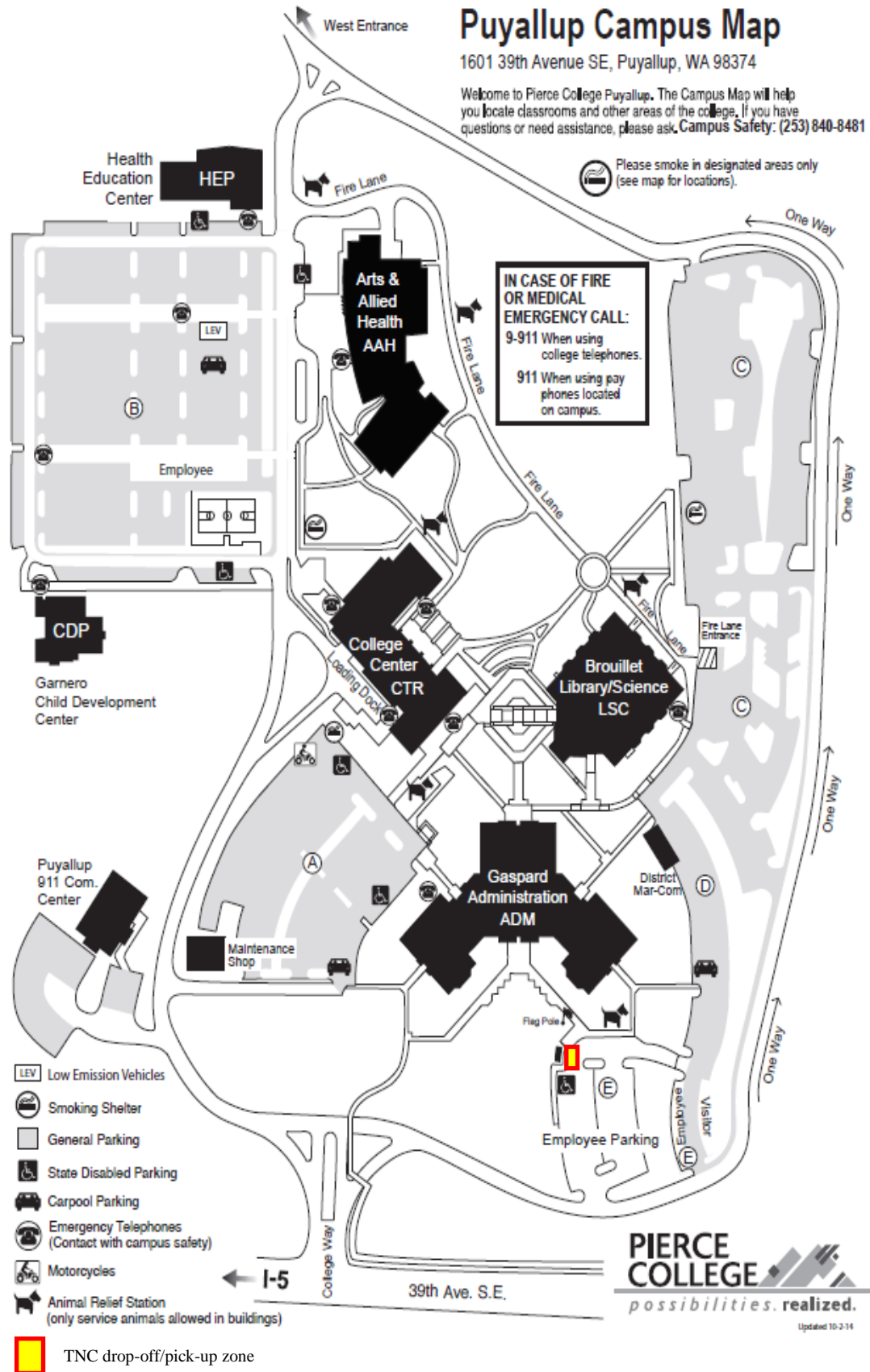
Date: _____

Date: _____

Attachment 1

**2018 Transportation Agreement
Pierce College Puyallup and Pierce Transit**

- I. Service Location: the Limited Access Connections project is authorized to utilize the Pierce College Puyallup campus as set forth herein to provide rides home after local transit service has ended for the evening. Any changes or additions to the facilities authorized pursuant to this Agreement must be agreed to in writing in the sole discretion of Pierce Transit. Any such authorization may be made by email correspondence.
- II. Facilities authorized for Limited Access Connection project use include the pick-up and drop-off zone at Pierce College Puyallup campus as marked on the map below.



**Agreement GA 0207-17 Between
Pierce County Public Transportation Benefit Area
And
Sound Transit
For Use of Transit Facilities**

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

RECITALS

Whereas, there is a need for transportation service to and from the Puyallup Station to be provided by Lyft, a transportation networking company, as part of Pierce Transit’s FTA Sandbox Mobility on Demand Limited Access Connections project (“Service”) that will connect passengers to Sound Transit’s Sounder train services;

Whereas, the Service is designed to promote ridesharing to and from park & ride facilities adjacent to the Puyallup Station providing access to public transit; and

Whereas, the Service is designed to improve access to transit and reduce traffic and parking congestion around the Puyallup Station; and

Whereas, the Puyallup Station provides convenient connections to Sound Transit’s Sounder train; and

Whereas, the Service requires use of Sound Transit’s Puyallup Station pick-up and drop-off area;

Whereas, Sound Transit is amenable to sharing its facilities and authorizing the Service to utilize pick-up and drop-off areas in order to improve coordination of public transit services;

Now therefore the Parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize Pierce Transit, through its Service partner, to utilize Puyallup Station facilities for ridesharing and to establish the general responsibilities of the Parties in relation to the Service.

2. LIMITED ACCESS CONNECTIONS SERVICE DESCRIPTION

The Service is funded by a FTA Sandbox Mobility on Demand grant whereby Pierce Transit pays for eligible rides driven by Lyft’s driver partners. Rides are provided in Lyft driver partners’ personal vehicles. The Service allows customers to ride Lyft to or from the Puyallup Station provided that the customer’s origin or destination falls within certain areas and occurs between 5am – 7 pm on weekdays (not including holidays). The Service does not collect a fare; Lyft trips are paid for by Pierce Transit with grant funds. The primary purpose

of the Service is to connect commuters with Sounder train service at Puyallup Station without the need for parking a vehicle at congested park & rides.

3. PIERCE TRANSIT'S RESPONSIBILITIES

In addition to paying for the Service, Pierce Transit will conduct the following activities:

3.1 Promotion:

- a) Pierce Transit will promote this service through its regular communication channels, including: website promotion; social media; in-app promotion in partnership with Lyft and signage at pick-up and drop-off locations.
- b) Pierce Transit will produce custom ridesharing signage subject to review and approval by Sound Transit. Pierce Transit will provide ridesharing signage to Sound Transit to be installed by Sound Transit at pick-up and drop-off zones at Puyallup Station.
- c) Pierce Transit will incorporate Sound Transit's logo into materials designed by Pierce Transit. If an additional tagline or supplemental graphics are added, Sound Transit staff will have the right to approve such design alterations.

3.2 Data: Pierce Transit will conduct a hand count of pick-ups and drop-offs at Puyallup Station before the Service begins and periodically through the term of the Service. This data may be provided to Sound Transit upon request.

4. SOUND TRANSIT'S RESPONSIBILITIES

4.1 Sound Transit will provide promotional support for the Service. This will be accomplished through the following activities:

- a) Sound Transit will promote the Service within many of its regular advertising and promotional materials. Options may include: posters at the Puyallup Station where and when space allows, a link to Service information on Pierce Transit's website, and indicate Service pick-up/drop-off location via Sound Transit's social media accounts.
- b) Sound Transit will provide to Pierce Transit their logo, compatible with Adobe Creative Suite 6, for Pierce Transit's use in supporting the Service.
- c) Prior to publishing Service promotional materials, Pierce Transit staff will submit proofs to Sound Transit's Marketing department for mutual review/approval. Sound Transit will complete reviews within three business days.
- d) Sound Transit will ensure that any promotional or other information it provides about the Service includes an accurate description of rides eligible for the Service.
- e) Sound Transit will install ridesharing signage at the pick-up and drop-off zones at Puyallup Station.

4.2 Sound Transit hereby agrees that the Service may utilize pick-up and drop-off zones at Puyallup Station as identified in Attachment 1. Sound Transit acknowledges that

given the nature of the Service, Pierce Transit is unable to require Lyft driver partners to only pick up or drop off customers in those zones identified in Attachment 1. Pierce Transit shall not be deemed to be in breach of this agreement or its obligations to Sound Transit as a result of pick ups or drop offs occurring outside of those zones. Sound Transit will notify Pierce Transit of any misuse or repeated non-use of the pick up or drop off zones in Attachment 1.

- 4.3 Sound Transit agrees that Pierce Transit may operate the Service at the Puyallup Station as detailed herein and on Attachment 1.
- 4.4 Sound Transit agrees to provide Pierce Transit with data in order to measure Service outcomes during the term of the agreement. These data points include:
 - a) Parking lot counts at Puyallup Station(monthly)
 - b) Boardings/deboardings Sounder train at Puyallup Station (monthly)

5. SERVICE CHANGES

- 5.1 Recognizing that unique and unusual circumstances beyond the control of either party to this agreement may require at any given time of year, temporary or permanent changes in the operating schedules of mutually agreed upon connecting service, each party agrees to provide notice of any such changes to the other party with at the least the following timelines:
- 5.2 Permanent time adjustments must be communicated in writing to the other party of this agreement a minimum of sixty (60) days prior to commencement of the service change.
- 5.3 Temporary or immediate time adjustments must be communicated by telephone with a follow-up written communication (email is appropriate).

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 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 for eighteen (18) months 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 On or before June 30, 2018, the Parties will meet and confer to identify necessary or appropriate modification to this Agreement. Any such modifications(s) shall be made as provided per this Agreement.

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.

	Sound Transit
Contact Name	
Title	
Address	
Telephone	
E-Mail	

	Pierce Transit
Contact Name	Penny Grellier
Title	Business Partnership Administrator
Address	3701 96 th St SW, Lakewood WA 98499
Telephone	253-589-6886
E-Mail	pgrellier@piercetransit.org

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

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the _____ day of _____, 2018.

SOUND TRANSIT

PIERCE TRANSIT

(name, title)

Sue Dreier, CEO
Pierce County Public Transportation Benefit
Authority

Date: _____

Date: _____

Attachment 1

2018 Transportation Agreement Sound Transit and Pierce Transit

- I. Service Location: the Limited Access Connections project is authorized to utilize the Puyallup Station as set forth herein to provide for connections between Limited Access Connections Service and Sounder train riders. Any changes or additions to the facilities authorized pursuant to this Agreement must be agreed to in writing in the sole discretion of Pierce Transit. Any such authorization may be made by email correspondence.
- II. Facilities authorized for Limited Access Connection project use include the pick-up and drop-off zone at Puyallup Station.

