

Agenda

Call to Order

Pledge of Allegiance

Roll Call

Presentations

1. Update on Parking Management and Plans for HOV and SOV Permit Parking at the Lakewood Sounder Station and Tacoma Dome Station
Ryan Wheaton
E.D. of Planning & Comm. Development

Special Business – Care-a-Van Awards

1. FS 2018-069, Donating Surplus Vehicle #7094 to Homeward Bound Pursuant to the Pierce Transit Care-a-Van Program
Penny Grellier
Business Partnership Administrator
2. FS 2018-070, Donating Surplus Vehicle #7190 to St. Leo Food Connection Pursuant to the Pierce Transit Care-a-Van Program
Penny Grellier
Business Partnership Administrator
3. FS 2018-071, Donating Surplus Vehicle #7096 to Road to Independence Pursuant to the Pierce Transit Care-a-Van Program
Penny Grellier
Business Partnership 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.)*

1. Approval of Vouchers, September 1, 2018
2. Minutes: Regular Board Meeting of August 23, 2018
3. FS 2018-072, Ratification of Declaration of Emergency and Related Contract with Air Systems Engineering, Inc., for Repairs to the Commerce Operator Lounge HVAC System
4. FS 2018-073, Ratification of Emergency Declaration and Related Contract with Air Systems Engineering, Inc., for Emergency Repairs of the HVAC System in the Tacoma Dome Station Security/Surveillance Office
5. FS 2018-074, Amending the 2018 Capital Budget to Increase Funding for the Lakewood Towne Center Transit Center Renewal Project 0502 and Authorize Executing a Contract with Olympic Peninsula Construction, Inc., to Make Needed Repairs and Improvements to the Lakewood Towne Center Transit Center
6. FS 2018-075, Amending the 2018 Capital Budget to Increase Funding for the Building 6 Property Improvements, Project 0522

Action Agenda

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| 1. FS 2018-076, Adoption of Fee Schedule for the Production of Public Records | Deanne Jacobson Clerk of the Board |
| 2. FS 2018-077, Adoption of Paid Time Off (PTO) and Major Sick Leave (MSL) Plans for Non-Represented Employees with Less than 22 Years of Service, Effective January 13, 2019 | Tara Schaak Leave Administrator |
| 3. FS 2018-078, Amending the 2018 Capital Budget to Increase Funding for the High Capacity Transit Feasibility Study Project for Purposes of Conducting an Intersection Control Analysis (ICA) and Amending Contract with WSP-Parsons Brinckerhoff to Conduct ICA Analysis | Tina Lee Comm. Development Manager |
| 4. FS 2018-079, Approving the 2018 Title VI Program Submittal to the Federal Transit Administration | Janine Robinson Senior Planner |
| 5. FS 2018-080, Approval of the Transit Service Monitoring Results Contained within the 2018 Title VI Program Submittal to the Federal Transit Administration | Janine Robinson Senior Planner |

Staff Updates/Discussion

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| 1. CEO's Report | Sue Dreier Chief Executive Officer |
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Informational Board Item

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| 1. Chair Report | Chair Henderson |
| 2. Sound Transit Update | Any Sound Transit Board Member |
| 3. PSRC Transportation Policy Update | Commissioner Ryan Mello |
| 4. Commissioners' Comments | |

Executive Session

Adjournment

American Disability Act (ADA) accommodations are available with a 72-hour notice. An interpreter for the hearing impaired will be provided upon request with a minimum notice of two weeks. Please contact the Clerk's office at 253-581-8066 for special accommodations. Meeting room is wheelchair accessible. Registered SHUTTLE customers may obtain specialized transportation to and from the hearing by calling SHUTTLE at 253-581-8000 from one to five days in advance of the hearing.

TITLE: Authority to Donate Surplus Vehicle #7094 to Homeward Bound Pursuant to the Pierce Transit Care-a-Van Program

DIVISION: Planning & Community Development

SUBMITTED BY: Penny Grellier, Business Partnership Administrator

RELATED ACTION:

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

ATTACHMENTS: Proposed Resolution
Exhibit A, Proposed Agreement

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION: N/A

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 4 applications, has ranked those applications based on established criteria, and recommends awarding this vehicle to Homeward Bound 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 Homeward Bound. 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.

Homeward Bound provides transportation, shelter and resources to the homeless population of Puyallup and surrounding areas. This van will help bring homeless adults to local churches serving as overnight shelters during winter months. It will also assist in taking clients to jobs, appointments and social service agencies.

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.

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: 1FBNE31L16HA09287

Make/Model/Year: Ford E350 XL

Mileage: 142359

Estimated Kelley Bluebook Value in "good" condition: \$3,465

STAFF RECOMMENDATION:

Award a Care-a-van vehicle to Homeward Bound.

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. 2018-030 awarding a Care-a-van vehicle to Homeward Bound, subject to the terms and conditions of the Care-a-van Agreement in substantially the same form as Exhibit A hereto.

RESOLUTION NO. 2018-030

A RESOLUTION of the Board of Commissioners of Pierce Transit Donating
Vehicle #7094 to Homeward Bound.

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

WHEREAS, an application has been submitted by Homeward Bound for donation of a surplus vehicle from the Care-A-Van Program; and

WHEREAS, Homeward Bound is a qualified social service agency organized under and existing pursuant to the laws of the State of Washington; and

WHEREAS, after a competitive evaluation process, Pierce Transit staff has recommended that Homeward Bound be the recipient of a vehicle pursuant to the terms of Pierce Transit's Care-A-Van Grant Program Agreement;

WHEREAS, Pierce Transit has a surplus Ford E350 Van, VIN no. 1FBNE31L16HA09287 ("the Van"), and Pierce Transit's Maintenance Department recommends that the Van be surplussed and has determined that the Van is appropriate for donation through the Care-A-Van program; and

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

WHEREAS, Homeward Bound is an organization that provides transportation to homeless adults in order to give them access to a warm bed, resources and appointments; and

WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of Pierce County that the Van be granted to Homeward Bound.

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

1. The Van is hereby donated to Homeward Bound pursuant to the terms and conditions in substantially the same form as the Care-A-Van Grant Program Agreement attached hereto as Exhibit A.

2. Once Homeward Bound 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 Homeward Bound.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10 day of September, 2018.

PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

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

THIS AGREEMENT (“Agreement”) dated as of September 10, 2018 (the “Effective Date”) is made by and between Pierce County Public Transportation Benefit Area, a Washington municipal corporation (“Pierce Transit”) and Homeward Bound/Freezing Nights a Washington nonprofit corporation with the mission of providing transportation to homeless adults in order to give them access to a warm bed, resources and appointments (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 500 (#) 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: 2006

Model: E350

VIN: 1FBNE31L16HA09287

Estimated Kelley Bluebook Value if sold at public auction in "good" condition: \$3465

Mileage: 142359

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 fourteen (14) 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) utilize and display the Care-a-van decal on the vehicle, which will be provided by Pierce Transit.

(f) 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.

(g) 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.

(h) 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.

(i) 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 98499, 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. Photo and Media Release. Pierce Transit make take a photo or photos of the donated vehicle, or the Care-a-van grant Recipient's representatives, at a public meeting or at other venues. Recipient and its representatives consent to Pierce Transit's use of your name, photo and/or likeness for the purpose of

promoting public transportation and the Care-a-van program in advertising, social media, brochures, and the like.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 :

Cheryl Borden
Homeward Bound
414 Spring Street
Puyallup, WA 98372

With a copy to:

Diane Kienholz, Dianekienholz@aol.com

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

Homeward Bound Freezing Nights program provides transportation to homeless adults in East Pierce County. During the winter months, local churches open their doors to provide beds for these homeless adults. The program picks up clientele from various locations each evening and drops them off at the church shelters. In the mornings, the van takes them to job sites and local resources and appointments. They also provide transportation to service sites when clientele perform litter pickup and other assignments.

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.

TITLE: Authority to Donate Surplussed Vehicle #7109 to
St. Leo Food Connection Pursuant to the Pierce Transit
Care-a-Van Program

DIVISION: Planning & Community Development

SUBMITTED BY: Penny Grellier

RELATED ACTION:

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

ATTACHMENTS: Proposed Resolution
Exhibit A, Proposed Agreement

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION: N/A

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 4 applications, has ranked those applications based on established criteria, and recommends awarding this vehicle to St. Leo Food Connection 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 St. Leo Food Connection. 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.

St. Leo Food Connection provides emergency food assistance to Pierce County residents through several programs. This van will be used to transport volunteers to local community partners to pick up food donations for the St. Leo

FACT SHEET
PAGE 2

Food Bank, as well as distributing food through the Springbrook Mobile Food Bank. The van will also transport supervisors and volunteers of the Summer Meals program, serving lunch to children at community sites throughout the summer.

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.

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: 1FBNE31L46HA09302

Make/Model/Year: Ford E350 XL

Mileage: 142681.5

Estimated Kelley Bluebook Value in "good" condition: \$3822

STAFF RECOMMENDATION:

Award a Care-a-van vehicle to St. Leo Food Connection.

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. 18-031 awarding a Care-a-van vehicle to St. Leo Food Connection, subject to the terms and conditions of the Care-a-van Agreement in substantially the same form as Exhibit A hereto.

RESOLUTION NO. 2018-031

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Donating Vehicle #7109 to St. Leo
2 Food Connection.

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 St. Leo Food Connection for donation of a surplus
11 vehicle from the Care-A-Van Program; and

12 WHEREAS, St. Leo Food Connection is a qualified social service agency organized under and existing
13 pursuant to the laws of the State of Washington; and

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

17 WHEREAS, Pierce Transit has a surplus Ford E350 Van, VIN no. 1FBNE31L46HA09302 (" the Van"), and
18 Pierce Transit's Maintenance Department recommends that the Van be surplussed and has determined that the
19 Van is appropriate for donation through the Care-A-Van program; and

20 WHEREAS, the donation of the Van will aid St. Leo Food Connection 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, St. Leo Food Connection is an organization that provides food resources to those in need in
24 Pierce County, through community donations to their brick and mortar location as well as a mobile food bank;
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 St. Leo Food Connection.

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

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

2. Once St. Leo Food Connection 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 St. Leo Food Connection.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10 day of September, 2018.

PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

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

THIS AGREEMENT (“Agreement”) dated as of September 10, 2018 (the “Effective Date”) is made by and between Pierce County Public Transportation Benefit Area, a Washington municipal corporation (“Pierce Transit”) and St. Leo Food Connection a Washington nonprofit corporation with the mission of providing transportation to food bank volunteers as well as mobile food bank services (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 223 (#) 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: 2006

Model: E350

VIN: 1FBNE31L46HA09302

Estimated Kelley Bluebook Value if sold at public auction in “good” condition: \$3822

Mileage: 142681.5

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 fifteen (15) 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) utilize and display the Care-a-van decal on the vehicle, which will be provided by Pierce Transit.

(f) 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.

(g) 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.

(h) 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.

(i) 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 98499, 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. Photo and Media Release. Pierce Transit make take a photo or photos of the donated vehicle, or the Care-a-van grant Recipient's representatives, at a public meeting or at other venues. Recipient and its representatives consent to Pierce Transit's use of your name, photo and/or likeness for the purpose of

promoting public transportation and the Care-a-van program in advertising, social media, brochures, and the like.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 :

James Harper
St. Leo Food Connection
710 S 13th St
Tacoma, WA 98405

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

St. Leo Food Connection provides emergency food assistance to all Pierce County residents in need through several programs. The van will transport volunteers to pick up donations of food from community parnters for the brick-and-mortar food bank location at St. Leo's. It will also transport volunteers delivering food through The Springbrook Mobile Food Bank. This serves 150 families at 3 sites every Saturday. The van will bring volunteers and supervisors along with food for 500 children to 20 community summer lunch sites as part of the Children's Program Summer Meals.

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.

TITLE: Authority to Donate Surplus Vehicle #7096 to Road To Independence Pursuant to the Pierce Transit Care-a-Van Program

DIVISION: Planning & Community Development

SUBMITTED BY: Penny Grellier, Business Partnership Administrator

RELATED ACTION:

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

ATTACHMENTS: Proposed Resolution
Exhibit A, Proposed Agreement

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION: N/A

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 4 applications, has ranked those applications based on established criteria, and recommends awarding this vehicle to Road To Independence 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 Road To Independence. This political subdivision 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. Although not a non-profit organization, the Road To Independence functions as a human service program providing resources to those in need, and is also able to sign a contract in substantially the same form as Exhibit A hereto.

Road To Independence serves Pierce County by providing rides to work and trainings for persons who are low-income, have special needs, are veterans, and seniors who do not have access to public transportation *or are unable to use*

FACT SHEET
PAGE 2

it. This van will be used to transport these clientele as well as train volunteer drivers who work towards earning their CDL and learn skills for careers in transportation.

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.

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: 1FBNE31L56HA09289

Make/Model/Year: 2006 Ford E350 XL

Mileage: 138212

Estimated Kelley Bluebook Value in "good" condition: \$3944

STAFF RECOMMENDATION:

Award a Care-a-van vehicle to Road To Independence.

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. 18-032 awarding a Care-a-van vehicle to Road To Independence, subject to the terms and conditions of the Care-a-van Agreement in substantially the same form as Exhibit A hereto.

RESOLUTION NO. 2018-032

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Donating Vehicle #7096 to Road To
2 Independence
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 Road To Independence for donation of a surplus
11 vehicle from the Care-A-Van Program; and

12 WHEREAS, Road To Independence is a qualified social service agency, categorized as a political
13 subdivision of the Puget Sound Educational Service District, organized under and existing pursuant to the laws
14 of the State of Washington; and

15 WHEREAS, after a competitive evaluation process, Pierce Transit staff has recommended that Road
16 To Independence be the recipient of a vehicle pursuant to the terms of Pierce Transit's Care-A-Van Grant
17 Program Agreement;

18 WHEREAS, Pierce Transit has a surplus Ford E350 Van, VIN no. 1FBNE31L56HA09289 (" the Van"), and
19 Pierce Transit's Maintenance Department recommends that the Van be surplussed and has determined that the
20 Van is appropriate for donation through the Care-A-Van program; and

21 WHEREAS, the donation of the Van will aid Road To Independence in their work for the community
22 while benefiting Pierce Transit by offsetting transportation services that would otherwise be provided by Pierce
23 Transit at greater expense; and

24 WHEREAS, Homeward Bound is an organization that provides transportation to work and trainings for
25 seniors, those with low incomes, veterans and those with special needs; 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 Road To Independence.

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

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

2. Once Road To Independence 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 Road To Independence.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10th day of September, 2018.

PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

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

THIS AGREEMENT (“Agreement”) dated as of September 10, 2018 (the “Effective Date”) is made by and between Pierce County Public Transportation Benefit Area, a Washington municipal corporation (“Pierce Transit”) and Road To Independence, a program of Puget Sound Educational Service District, a Washington political subdivision with the mission of providing transportation to work and trainings for seniors, those with low incomes, veterans and those with special needs (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 216 (#) 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: 2006

Model: E350

VIN: 1FBNE31L56HA09289

Estimated Kelley Bluebook Value if sold at public auction in “good” condition: \$3994

Mileage: 138,212

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 15 (fifteen) 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) utilize and display the Care-a-van decal on the vehicle, which will be provided by Pierce Transit.

(f) 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.

(g) preserve and maintain its legal existence and remain qualified as a political subdivision organized and qualified to do business in the State of Washington exempt from taxation under Section 171(c)(1) of the Internal Revenue Code.

(h) 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.

(i) 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 98499, 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. Photo and Media Release. Pierce Transit make take a photo or photos of the donated vehicle, or the Care-a-van grant Recipient's representatives, at a public meeting or at other venues. Recipient and its representatives consent to Pierce Transit's use of your name, photo and/or likeness for the purpose of

promoting public transportation and the Care-a-van program in advertising, social media, brochures, and the like.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 :
Jacqueline Mann
Road To Independence
800 Oaksdale Ave SW
Renton, WA 98057

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

The Road To Independence program serves Pierce County by providing rides to work and trainings for persons who are low income, have special needs, are veterans, as well as seniors. The people they serve either don't have access to public transportation, or are not able to safely ride public transportation. By offering this service, they help Pierce County residents in need remain or become independent.

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.

**PIERCE TRANSIT
BOARD OF COMMISSIONERS
MINUTES**

August 13, 2018

CALL TO ORDER

Chair Henderson called the meeting to order at 4:03 p.m.

PLEDGE OF ALLEGIANCE

For those attendees who chose to participate, Chair Henderson led attendees in the pledge of allegiance.

ROLL CALL

Commissioners present:

Nancy Henderson, Chair of the Board, Town of Steilacoom Councilmember
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)
Daryl Eidinger, Vice Chair of the Board, City of Edgewood Mayor
(*representing Fife/Milton/Edgewood*)
Victoria Woodards, Mayor of City of Tacoma
Don Anderson, City of Lakewood Mayor (arrived at 4:06 p.m.)
Ryan Mello, City of Tacoma Councilmember
Robin Farris, Puyallup City Councilmember
Kent Keel, City of University Place Mayor (arrived at 4:08 p.m.)
Bruce Dammeier, Pierce County Executive (arrived at 4:15 p.m.)

Commissioners excused:

Rick Talbert, Pierce County Councilmember

Staff present:

Sue Dreier, Chief Executive Officer
Dana Henderson, General Counsel
Deanne Jacobson, Clerk of the Board

PRESENTATIONS

1. July 2018 Operator of the Month ~ Kelley Stieferman

Transit Operator Assistant Manager Scott Gaines honored Operator Kelly Stieferman for being selected the July 2018 Operator of the Month. Mr. Gaines highlighted Operator Stieferman's service-related achievements and noted that she has had no preventable accidents.

On behalf of the Board, Chair Henderson thanked Operator Stieferman for her service and caring of the public.

2. System Redesign Update

Service Planning Assistant Manager Peter Stackpole provided a review of the 2016 Comprehensive Service Analysis and gave a statistical update of the results of the 2017 system redesign. He reported that ridership trends appear to be increasing, with an estimated 3.5 percent increase in ridership this year over 2017. Mr. Stackpole answered questions relating to ridership data for various routes.

3. Pierce Transit Specific Adult Monthly Pass Recommendation

Transit Development Manager Jay Peterson queried the Board Members about if they would like staff to pursue developing a Pierce Transit Specific Adult Monthly Pass to include as an option for fare media. He noted that this was one of the recommendations in the 2012-2013 comprehensive fare review study. The proposed pass would cost \$62, \$10 less than the ORCA regional pass and would become active for a rolling 30-day period to give riders more flexibility. The fare could be loaded onto an ORCA card or used via the PiercePay mobile option. He reviewed the potential schedule for implementation, with an estimated target date of January 2019. He noted that projected modeling shows that this pass could increase adult pass boardings by 3-6 percent annually, and a decrease in adult pass revenue of \$95,000. At the end of the discussion, there was consensus from the Board for staff to move forward with the monthly pass. Next steps would include Staff bringing back a final proposal for Board consideration.

PUBLIC HEARING

Proposed Fee Schedule for the Production of Public Records

Clerk of the Board/Public Records Officer Deanne Jacobson reviewed the proposed Fee Schedule for the Production of Public Records. She noted the proposed fees include the statutory fees outlined in RCW 42.56.120 (2) (b) and that it also contains actual costs that Pierce Transit charges for media type devices and postage related costs.

Chair Henderson provided instructions to the public and opened the public hearing at 4:49 p.m., and the following individuals spoke:

- Cinderella Helga, Lakewood, suggested Pierce Transit consider a reduced fee for indigent citizens and for ADA SHUTTLE customers.

Ms. Jacobson responded to questions relating to the noticing requirements of the hearing and the proposed fees.

The public hearing closed at 4:47 p.m.

PUBLIC COMMENT

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

1. Tammy Cox, Lakewood, spoke about the current condition of the bus stop at Woodbrook and about various passenger behaviors that are occurring on the bus. She reported that the bus stop on Springbrook is not visible because of overgrown trees.
2. State Representative Dick Muri noted his support for Item No. 3 of the Action Agenda – Authorizing the Purchase of Eight (8) Chrysler Pacifica Hybrid Touring Plus Vanpool Vans. He invited the Board to attend the National Drive Electric Week Event in Steilacoom on September 8, 2018.

Chair Henderson noted that Pierce Transit will be showcasing its new electric bus at this event as well.

3. Mayor Ron Lucas, Steilacoom, thanked the Board Members for their service. He also spoke in favor of Item No 3 of the Action Agenda. He noted that he would like to see Pierce Transit focus on service to Madigan Hospital and to work with Western State Hospital to introduce vanpool services to its employees. He encouraged Pierce Transit to have a good communication plan to roll out to its citizens for when Sound Transit implements paid parking in Pierce County.
4. Cinderella Helga, Lakewood, provided comments about her own Shuttle eligibility appeal process.
5. Walt Hurd, Tacoma, reported that smoking at the bus stops is occurring and more “no smoking” signage is needed. He noted that he did not see much improvement in the stops outlined in the proposed BRT project and recommended that bus stops be placed behind stoplights. He requested 15-minute service on the 594 weekend service, indicating that the route is too crowded. (*Commissioner Dammeier left the meeting at 5:06 p.m.*)

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.)

Chair Henderson noted a couple corrections to the consent agenda: Item No. 1 voucher date to be changed from July 2, 2018 to August 3, 2018, and the word “Chair” removed from Kent Keel’s name in the July 9, 2018 minutes.

Commissioners Keel and Anderson **moved** and seconded to approve the consent agenda as amended.

Motion **carried**, 7-0.

1. Approval of Vouchers, August 3, 2018
Operating Fund #10
Self-Insurance Fund #40
Capital Fund #90
Voucher CK Nos. 363607 through 364087
Wire Nos. 2260 through 2278
Total \$5,545,278.46
2. 2018 Second Quarter Report for Sole Source Contract Over \$10,000 and Contracts and Amendments Between \$100,000 and \$200,000
3. Minutes: Special Study Session and Regular Board Meeting Minutes of July 9, 2018.
4. FS 18-062, Authorized the CEO to enter into and execute a sole source one-year licensing and support agreement with two one-year extensions with Genfare, an SPX Corporation, in an amount not to exceed \$201,197.
5. FS 18-063, Approved Resolution No. 18-027, amending the 2018 Capital Budget to increase the Trolley Replacement 2018 project budget and authorize the purchase of three (3) Spirit of America trolleys from the Oregon State Contract ODOT Vehicle Contract Crosswalk No. 4729.
6. FS 18-065, Authorized the CEO to enter into and execute a Master On-Call Contract with S.M. Stemper Architects, PLLC, to provide architectural and engineering consulting services for an amount not to exceed \$1,500,000 over the life of the contract.

ACTION AGENDA

1. FS 2018-064, Confirmation and Assurance that the Chief Executive Officer has the Authority and Financial Capacity to Fund Project Development for the Pacific Avenue Bus Rapid Transit (BRT) Corridor

Community Development Manager Tina Lee presented on the item and noted that confirmation of financial capacity to fund project development for the proposed BRT project is a requirement of the FTA in order for Pierce Transit to be able to apply for small starts grant funding. She reported that Sound Transit through ST3 funding has committed \$60 million to the project, noting that \$13 million for the project development will be deducted from Sound Transit's \$60 million. Pierce Transit is working with Sound Transit to finalize the financial agreement.

Commissioners Anderson and Keel **moved** and seconded to approve Resolution No. 2018-028, confirming that the Chief Executive Officer has the authority and Pierce Transit has the financial capacity to fund Project Development for the Pacific Avenue Bus Rapid Transit (BRT) Corridor.

Commissioner Keel noted his support for the BRT project to start in the south end and build north.

Motion **carried**, 7-0.

2. FS 2018-066, Authorization to Execute a Master Contract with Huitt-Zollars, Inc., for Architectural and Engineering Design and Construction Support Services for the Base Master Plan Implementation Phase 1 Project

Senior Construction Project Manager Clint Steele presented on the item and reviewed the tasks/improvements to be completed in Phase 1 of the Base Master Plan project.

A lengthy question-and-answer period ensued about the contractual terms of the contract, the scope of the project and the procurement process.

Upon inquiry, Executive Director of Finance Brett Freshwaters reported that the overall project is estimated to cost \$50 million, with \$16 million already in the 2018 Budget.

CEO Dreier provided clarification about Pierce Transit's contract process and noted that Pierce Transit would not move forward with various stages of the project if it doesn't have funding.

Upon inquiry, Mr. Steele reviewed project items scheduled for Phase II.

Commissioners Mello and Woodards **moved** and seconded to authorize the CEO to enter into and execute a Master Contract with Huitt-Zollars, Inc., for Architectural and Engineering consulting services for projects identified in the Base Master Plan Implementation Phase 1 for an amount not to exceed \$6,895,840.76.

Motion **carried**, 7-0.

3. FS 2018-067, Amending the 2018 Capital Budget to Add the 2018 Vanpool Expansion Project to the 2018 Capital Budget and Authorizing the Purchase for Eight (8) 2018 Chrysler Pacifica Hybrid Touring Plus Vanpool Vans, Pursuant to the Washington State Department of Enterprise Services (DES) Contract No. 05916 and 2017-2019 Vanpool Investment Program Grant GCB2811.

Government and Community Relations Officer Alex Mather presented on the item and noted that this item supports the Agency's Executive Order No. 1 which establishes a commitment to utilize green technologies and strategies and Pierce Transit identified Tacoma Public Utilities as our partner.

Commissioner Farris noted her support for the project. She noted that she would like to see more charging infrastructures installed throughout the Pierce County and inquired if employees and visitors could have access to the charging stations installed at Pierce Transit.

Commissioners Woodards and Keel **moved** and seconded to Approve Resolution No. 2018-029, amending the 2018 Capital Budget to Add the 2018 Vanpool Expansion Project to the 2018 Capital Budget and authorizing the purchase of eight (8) 2018 Chrysler Pacifica Hybrid Touring Plus Vanpool Vans, pursuant to the Washington State Department of Enterprise Services (DES) Contract No. 05916 and the 2017-2019 Vanpool Investment Program Grant GCB2811.

Motion **carried**, 7-0.

STAFF UPDATES/DISCUSSION

CEO's Report

CEO Dreier reported on the following matters:

- Provided an update on the Board approved pilot project to sell one ride tickets and all day passes to registered 501C-3 agencies at a 50 percent discount, noting the program is moving forward with discounts beginning September 1, 2018.
- Provided an update on how the Agency is moving forward with its two unions with regards to the Janus decision.

INFORMATIONAL BOARD ITEMS

Chair Report

No report.

Sound Transit Update

Commissioner Woodards noted that she can provide a copy of the Sound Transit update or answer any questions to individuals interested.

Commissioner Keel echoed Mayor Ron Lucas's comments about the need for Pierce Transit to coordinate with Sound Transit on the Sound Transit paid parking program that will occur in Pierce County, including a communication plan for Pierce Transit customers.

CEO Dreier reported that Pierce Transit is part of the Regional Parking Committee and there have been a lot of conversations about parking within this group. She also noted that discussion about parking have occurred with the Executive Finance Committee.

PSRC Transportation Policy Board Update

No report.

Commissioners' Comments

Commissioner Anderson requested that five minutes be added to today's Executive Session to discuss labor negotiations with regards to the Janus decision.

Commissioner Keel raised a process question about how items come before the Board, using Pierce Transit Specific Adult Monthly Pass Recommendation presentation on today's agenda as an example. He noted he wasn't accustomed to agencies seeking feedback from the Board as to whether staff should move forward with a project. He suggested that staff bring finalized proposals/ projects to the Board for a formal vote.

EXECUTIVE SESSION

Chair Henderson recessed the meeting at 6:17 p.m. into Executive Session for approximately 20 minutes pursuant to RCW 42.30.110 (1) (i) (iii), to discuss with Legal Counsel litigation or the legal risks of a proposed action when public discussion regarding the litigation or legal risks is likely to result in adverse legal or financial consequence to the Agency and to discuss matters relating to labor negotiations. She noted that the Board may take formal action in open session following the executive session.

General Counsel Henderson clarified that the labor negotiation discussion will be held pursuant to RCW 42.30.140 (4)(a).

At 6:37 p.m. the meeting was extended 10 minutes. The Clerk of the Board announced the extension in the foyer.

RECONVENE/OTHER BUSINESS

Chair Henderson reconvened the meeting into open session at 6:47 p.m.

Commissioners Anderson and Keel **moved** and seconded to direct the Chair to send a letter to Representative Fey advising that the Pierce Transit Board has concluded that SB 6414 does not impact the timing for when a Board Composition Review Committee meeting is held, and that Pierce Transit therefore does not plan to give notice of a Board Composition Review Committee meeting until 2020; and further moves to waive attorney-client privilege only over those communications occurring in the executive session on August 13, 2018, but to specify that no other waiver arising from or relating to this subject matter may occur.

Motion **carried**, 7-0.

ADJOURN

Commissioners Woodards and Keel **moved** and seconded to adjourn the meeting 6:50 p.m.

Motion **carried**, 7-0.

Deanne Jacobson
Clerk of the Board

Nancy Henderson, Chair
Board of Commissioners

TITLE: Ratification of Declaration of Emergency and
Related Contract with Air Systems Engineering, Inc., for
Repairs to the Commerce Operator Lounge HVAC System

DIVISION: Maintenance

SUBMITTED BY: Larry McCarty, Facilities Manager

RELATED ACTION: N/A

ATTACHMENTS: Exhibit A, Emergency Declaration

RELATION TO STRATEGIC PLAN: N/A

BUDGET INFORMATION

Is it Budgeted? ☐ Yes / ☒ No

Project Name or Number: Commerce Operator Lounge
HVAC Repairs

☒ Operating Budget

☐ Capital Budget

| FUNDING SOURCE: | | EXPLANATION: |
|---------------------|----------------------------|--|
| Local Amount | \$ \$25,000.00 (estimated) | Emergency repairs to HVAC system supporting Operators lobby due to failure of existing units. |
| Grant/Other Amounts | \$ | |
| Total Expenditure | \$ \$25,000.00 (estimated) | |

BACKGROUND:

Staff requests the ratification of the Chief Executive Officer's Declaration of Emergency made on July 21st, 2018 in response to failure of multiple heat pump units in a larger central HVAC system that serves the Operators' lobby at the Commerce Street Turnaround facility. There were cascading failures of the components of the system that were not able to be repaired by in-house staff. The age and unique nature of this system would have required a lengthy public works procurement process to select a contractor. With the high heat we have experienced this season, we could not maintain an adequate room temperature for the occupants even with rental cooling units that were placed in the lobby area. Temperatures in the lobby in excess of 86 degrees could negatively impact the health of the staff that need to use this space to relax and refresh between runs thus representing a potential for immediate health and safety risk. Air Systems Engineering, Inc. has been issued a contract to proceed with repairs in the amount not to exceed \$25,000, and work is well underway. This is a rough estimate of the repair cost. Reimbursement will be based on actual cost for repairs.

Therefore, in accordance with RCW 39.04.280 and Pierce Transit Procurement procedures, the Chief Executive Officer declared the existence of an emergency allowing the suspension of the competitive bid procedures and execution of contracts necessary to complete the repair work needed to restore the equipment to a safe condition for operation. Although competitive bid processes will be suspended the Chief Executive Officer will ensure that all other Public Work rules and regulations are adhered to.

STAFF RECOMMENDATION:

Ratify the Chief Executive Officer's Declaration of Emergency made on July 31, 2018 in response to the failed HVAC system for the Commerce Operator's Lobby.

ALTERNATIVES:

The alternative would be not to ratify the Chief Executive's finding of an emergency.

PROPOSED MOTION:

Ratify the Declaration of Emergency and related contract with Air Systems Engineering, Inc., for repairs to the Commerce Operator Lounge HVAC System.



DECLARATION OF EMERGENCY PUBLIC WORK
HVAC REPAIRS – COMMERCE OPERATORS LOUNGE AREA
CONTRACT # PT-71-18

The HVAC system that serves the operator's lounge at the Commerce facility is not functioning properly. The recent high temperatures created an immediate health threat to the employees. Two temporary portable cooling units have been rented, however, these two units are not sufficient to lower the inside temperature to an acceptable level.

Therefore, in accordance with adopted Pierce Transit policy, and RCW 39.04.280, an emergency has been declared. A contract for immediate assessment and repair of the existing HVAC system has been issued to Air Systems Engineering, Inc. for an amount not to exceed \$25,000. This is a rough estimate of the repair costs. Reimbursement will be based on actual cost.

The work will include assessment to determine the repairs needed, estimated cost of repairs for each unit, and the repairs if the cost is deemed acceptable by Pierce Transit's Project Manager.

Dated this 31st day of July, 2018.

A handwritten signature in blue ink, appearing to read "Sue Dreier", written over a horizontal line.

Sue Dreier
Chief Executive Officer

TITLE: Ratification of Declaration of Emergency and Related Contract with Air Systems Engineering, Inc., for Emergency Repairs of the HVAC System in the Tacoma Dome Station Security/Surveillance Office

DIVISION: Maintenance

SUBMITTED BY: Larry McCarty, Facilities Manager

RELATED ACTION: N/A

ATTACHMENTS: Exhibit A, Emergency Declaration

RELATION TO STRATEGIC PLAN: N/A

BUDGET INFORMATION

Is it Budgeted? ☐ Yes / ☒ No

Project Name or Number: TDS Security Office HVAC
Emergency Repairs

☒ Operating Budget

☐ Capital Budget

| FUNDING SOURCE: | | EXPLANATION: |
|---------------------|------------|---|
| Local Amount | \$ 2170.20 | Emergency repairs to HVAC system supporting security and surveillance office at Tacoma Dome Station |
| Grant/Other Amounts | \$ | |
| Total Expenditure | \$ 2170.20 | |

BACKGROUND:

Staff requests the ratification of the Chief Executive Officer's Declaration of Emergency made on July 18, 2018 in response to the failure of the HVAC system supporting the security and surveillance in the Tacoma Dome Station Security office located at 510 Puyallup Avenue, Tacoma WA 98402. High temperatures and excessive heat in the office presented a health risk to employees and potential damage to the central video surveillance equipment. Facilities department inspected the HVAC system in response to a service request from the Security department, and in house staff were not able to make the necessary repairs to restart the system. No cooling was able to be supplied to the office and the temperatures were above 90 degrees in the office space.

Due to the immediate threat, repairs needed to be made as quickly as possible to avoid damage to critical security infrastructure and to avoid negative impact to the health and wellbeing of the staff that occupy that office. Air Systems Engineering, Inc., was the contractor that was called in to make the repairs. Those repairs are now complete and the system is functioning as designed.

Therefore, in accordance with RCW 39.04.280 and Pierce Transit Procurement procedures, the Chief Executive Officer declared the existence of an emergency allowing the suspension of the competitive bid procedures and execution of contracts necessary to complete the repair work needed to restore the equipment to a safe condition for operation.

Although competitive bid processes were suspended, the Chief Executive Officer will ensure that all other Public Work rules and regulations are adhered to.

STAFF RECOMMENDATION:

Ratify the Chief Executive Officer's Declaration of Emergency made on August 23, 2018 in response to the failed HVAC system in the Tacoma Dome Station security office.

ALTERNATIVES:

The alternative would be to not ratify the Chief Executive Officer's finding of an emergency situation.

PROPOSED MOTION:

Ratify the Declaration of Emergency and Related Contract with Air Systems Engineering, Inc., for emergency repairs of the HVAC System in the Tacoma Dome Station Security/Surveillance Office.

MEMO



TO: Sue Dreier, Chief Executive Officer

FROM: Larry McCarty, Facilities Manager

DATE: July 18, 2018

SUBJECT: Request to declare an emergency status to exempt competitive bidding requirements

The HVAC unit that serves the TDS Security/Surveillance has had a failure and does not currently supply any cooling to that office space. This has become an emergency as we are seeing temperatures in the office in the high 80° range today with 75° degree weather. The expectation is that temperatures in the office will increase above 90° as the weather forecast is for high 80° to low 90° temperatures in the next few days. This high heat situation will not only affect the staff that occupy the space but it can potentially harm the extensive surveillance network system that are housed in this office. We have exhausted our efforts to effect repairs in house and now need to procure repair services from an outside contractor.

I am requesting that a Declaration of Emergency Status be approved per RCW 39.04.280. The excerpt below from the RCW states the definition of emergency that I believe applies:

(3) For the purposes of this section “emergency” means unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

The current high temperatures and the failure of the only HVAC unit poses a threat to the surveillance infrastructure and to the wellbeing of the staff that occupy the office.

Authorized by: _____

A handwritten signature in cursive script, appearing to read "Sue Dreier", written over a horizontal line.

Title: Chief Executive Officer

TITLE: Amending the 2018 Capital Budget to Increase Funding for the Lakewood Towne Center Transit Center Renewal Project 0502 and Authorize Executing a Contract with Olympic Peninsula Construction, Inc., to Make Needed Repairs and Improvements to the Lakewood Towne Center Transit Center

DIVISION: Finance

SUBMITTED BY: Sean Robertson, Senior Project Manager

RELATED ACTION:

FS 17-068 LWTC James Guerrero Task Order No. 4

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Lakewood Towne Center
Transit Center Renewal – 0502

☐ Operating Budget

☒ Capital Budget

| FUNDING SOURCE: | | EXPLANATION: |
|---------------------|--------------------------|--|
| Local Amount | \$ 500,000 (2017 budget) | The total project budget will be increased to \$740,000. The contract award is \$558,000, plus approximately \$111,663 contingency for a maximum construction cost of \$669,663. Capital fund reserves are available to cover the additional funding needed. |
| Amendment | \$ 240,000 | |
| Grant/Other Amounts | \$ | |
| Total Expenditure | \$ 740,000 | |

BACKGROUND:

This project is part of Pierce Transit's transit center renewal program. The purpose of the project is to restore and renew this transit center to a state of good repair that is functional, well maintained, and aesthetically pleasing. The Lakewood Towne Center Transit Center needs significant repairs to concrete sidewalks and driving surface areas. The shelters also need roof repairs and repainting to protect the metal structures. This project will remove and replace many cracked and uneven sidewalks, regrade the islands and construct new ADA ramps to be compliant with current ADA standards. Lighting will also receive an upgrade to new efficient LED fixtures.

The Invitation for Bid (IFB) was posted on Pierce Transit's ebids website, OMWBE, Transit Talent, Tacoma Daily Index and Daily Journal of Commerce. Pierce Transit received three bids. The bids received were competitive and from reputable contractors. The responsive low bid contractor was Olympic Peninsula Construction, Inc., with a base bid of \$536,000. Adding Alternate #1 for \$22,000 and a 20% construction contingency brings the total maximum

construction cost to \$669,663. Alternate #1 includes replacing a small asphalt area at the front of the transit center that is failing under heavy bus loading. The total project budget includes costs for architect fees, permitting, testing, etc. The total maximum project costs should not exceed \$740,000.

The original project budget of \$500,000 was developed in 2016 with a general scope assessment. Since that time, we have completed a more complete assessment of needed repairs and upgrades, in addition to architectural design and independent cost estimate. Construction costs have also escalated significantly given the construction boom and competition for qualified contractors. The engineer's estimate of construction cost is \$641,663 for the base work, which is \$105,000 higher than the actual low bid.

STAFF RECOMMENDATION:

Approve a budget amendment to increase the Lakewood Towne Center Transit Center Renewal project budget by \$240,000 from the 2018 capital fund reserve, and authorize the CEO to enter into a contract with Olympic Peninsula Construction, Inc. to make needed repairs to the transit center.

ALTERNATIVES:

We could delay this repair work, but this is not recommended. This is a customer facing facility, it is one of the most highly used transit centers and has significant deferred maintenance. Pierce Transit could reduce the project scope to address the budget shortfall. This would require project redesign and would require us to rebid the project. This would push these repairs out to at least 2019 and would require additional consultant fees to redesign the project. Alternate #1 could be eliminated, reducing the project cost by \$22,000.

PROPOSED MOTION:

Approve Resolution No. 2018-033, amending the 2018 Capital Budget for the Lakewood Towne Center Transit Center Renewal project to add \$240,000, and authorize the CEO to enter into and execute a contract with Olympic Peninsula Construction, Inc., to make repairs to the Lakewood Towne Center Transit Center in an amount not to exceed \$669,663.

RESOLUTION NO. 2018-033

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Amending the 2018 Capital Budget to Increase
2 Funding for the Lakewood Towne Center Transit Center Renewal Project 0502 and Authorize Executing a
3 Contract with Olympic Peninsula Construction, Inc., to Make Needed Repairs and Improvements to the
4 Lakewood Towne Center Transit Center
5

6 WHEREAS, by Resolution No. 16-076, approved on the 12th day of December 2016, the Board of
7 Commissioners of Pierce Transit authorized the 2017 Capital Budget which included \$500,000 in funding for
8 Lakewood Towne Center Transit Center Renewal; and

9 WHEREAS, The original project budget of \$500,000 was developed in 2016 with a general scope
10 assessment.

11 WHEREAS, since the initial project budget, staff have completed a more complete assessment of
12 needed repairs and upgrades, architectural design and independent cost estimates have been completed, and
13 construction costs have escalated significantly given competition for qualified contractors;

14 WHEREAS, recent engineer's estimates are that construction costs will be \$641,663 for the base
15 work, which is \$105,000 higher than the actual low bid received by Olympic Peninsula Construction, Inc.;

16 WHEREAS, the Lakewood Transit Center Renewal requires an additional \$240,000 to be fully funded;
17 and

18 WHEREAS, capital fund reserves are available to cover the additional funding amount; and

19 WHEREAS, Olympic Peninsula Construction, Inc. provided the responsive low bid and is a reputable
20 contractor; and

21 WHEREAS, the CEO requests authorization to enter into and execute a contract with Olympic
22 Peninsula Construction, Inc., to make repairs to the Lakewood Towne Center Transit Center in an amount
23 not to exceed \$669,663; and

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

25 Section 1. The Board of Commissioners authorizes an increase in the project budget in the amount
26 of \$240,000 utilizing capital fund reserves.
27
28

Section 2. The Board of Commissioners authorizes the CEO to enter into and execute a contract with Olympic Peninsula Construction, Inc., to make repairs to the Lakewood Towne Center Transit Center in an amount not to exceed \$669,663.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10th day of September 2018.

PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

TITLE: Amending the 2018 Capital Budget to Increase Funding for the Building 6 Property Improvements Project 0522

DIVISION: Finance

SUBMITTED BY: Clint Steele, Senior Construction Project Manager

RELATED ACTION:

FS 17-039, Authority for the CEO to Enter Into a Lease With Option to Buy Property at 9622 40th Avenue SW in Lakewood and to Further Authorize the CEO to Execute a Purchase and Sale Agreement.

Resolution 17-025 Amending the 2017 Capital Budget to Include the Purchase of and Improvements to Real Property Located at 9622 40th Avenue SW, Lakewood, Washington.

Fact Sheet 17-088, Adoption of the annual budget for fiscal year 2018.

Fact Sheet 18-013, Authority to execute Task Order No. 13 with Parametrix for engineering and design services for a fire sprinkler and alarm system for Building 6.

EFC Fact Sheet 18-068 Authority to Execute a Contract with Betschart Electric Co., Inc. to Install a Fire Sprinkler and Alarm System at Building 6.

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Building 6 Property Improvements Project 0522

☐ Operating Budget

☒ Capital Budget

| FUNDING SOURCE: | | EXPLANATION: |
|---------------------|-------------------------------|--|
| Local Amount | \$ 600,000 | The \$600,000 local funding for this project is already budgeted. We propose to add \$375,000 from the Sound Transit anticipated contribution to fund these unanticipated costs. |
| Grant/Other Amounts | \$ 375,000 (budget amendment) | |
| Total Expenditure | \$ 975,000 | |

BACKGROUND:

Building 6 was purchased in 2017 to accommodate current and future operational needs for Pierce Transit. As detailed at the February 2018 Board meeting, we will move the Vanpool operations to Building 6 upon project completion to provide space and options for use at Building 5.

Staff subsequently learned that the City of Lakewood required the building to be sprinklered prior to occupancy due to a change in use. The Board approved a contract with Parametrix for design services for the sprinkler system in February 2018, followed by Executive Finance Committee approval in August, 2018 for the contract with Betschart Electric Company to install the system, with a not to exceed amount of \$376,627 including Washington state sales tax and contingency.

Remaining additional project components include installing security cameras and access control, interior alterations, furniture, exterior fencing and gate access, and parking lot striping, among other things. The original project budget of \$600,000 did not include the cost of designing and installing a sprinkler system. Given the estimated remaining costs, the Agency will need an additional \$375,000 to complete the project.

Sound Transit (ST) has tentatively agreed to contribute \$920,000 to share in the building purchase and renovation costs. There were no contributed funds budgeted for this project. Staff proposes to use \$375,000 of the anticipated ST funds to increase the Building 6 Property Improvement project to \$975,000. The remainder of the ST funds will be used to supplant the local funds for the purchase and renovation.

STAFF RECOMMENDATION:

Authorize amending the 2018 Capital Budget to increase funding for the Building 6 Property Improvements Project 0522.

ALTERNATIVES:

Do not approve the budget amendment. The usefulness and benefit of owning Building 6 would be severely limited without the ability to complete the remaining improvements and move the Vanpool operations.

PROPOSED MOTION:

Approve Resolution No. 2018-034, amending the 2018 Capital Budget by \$375,000 for the Building 6 Property Improvements Project 0522.

RESOLUTION NO. 2018-034

A RESOLUTION of the Board of Commissioners of Pierce Transit Amending the 2018 Capital Budget to Increase Funding for the Building 6 Property Improvements Project 0522

WHEREAS, by Resolution No. 16-076, approved on the 12th day of December 2016, the Board of Commissioners of Pierce Transit authorized the 2018 Capital Budget which included \$600,000 in funding for Building 6 Property Improvements; and

WHEREAS, Building 6 is a necessary component of the Pierce Transit Base Master Plan; and

WHEREAS, unanticipated refurbishment costs, such as installing a sprinkler system, are required prior to occupying Building 6; and

WHEREAS, due to the unanticipated costs, the Building 6 Property Improvements Project requires an additional \$375,000 to be fully funded; and

WHEREAS, Sound Transit has tentatively agreed to contribute \$920,000 to share in the building purchase and renovation costs; and

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

Section 1. The Board of Commissioners authorizes an increase in the project budget in the amount of \$375,000 utilizing Sound Transit funding for the Building 6 property acquisition and building improvements.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10th day of September 2018.

PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

TITLE: Adoption of Proposed Fee Schedule for the
Production of Public Records

DIVISION: Executive

RELATED ACTION: N/A

SUBMITTED BY: Deanne Jacobson, Clerk of the Board

ATTACHMENTS: Proposed Resolution
Exhibit A, Proposed Fee Schedule

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION: N/A

BACKGROUND:

Pursuant to recent changes to the Public Records Act (RCW 42.56), public agencies may now charge requestors for the transmittal of electronic records and for actual costs of certain media devices (such as hard drives, CD's, flash drives, etc.), and access fees for records held by third-party vendors.

In charging for the production of records, RCW 42.56.120 (2)(a)-(d) provides that public agencies may choose between: 1) a statement of the actual costs that the agency charges for producing photocopies and electronically produced copies of public records, (2) the Public Records Act Default Fee Schedule as set forth in the statute, or (3) a \$2.00 flat rate fee for all records (including multiple installments) when the costs for production are clearly equal to or more than two dollars.

The proposed fee schedule (Exhibit A) reflects the Public Records Act Default Fee Schedule as set forth in RCW 42.56.120(2)(b) along with notice to requestors that Pierce Transit will seek to collect actual costs for media devices (such as hard drives, CD's, flash drives, etc.), access fees for records held by third-party vendors, and mailing containers, postage, and delivery charges, which are all legally allowable charges. In addition, the proposed fee schedule gives staff the flexibility to waive charges if the costs for production of records costs less than \$2.00.

The proposed fee schedule at Exhibit A is based on the Public Records Act Default Fee Schedule and is preferred because it does not require a formal study of actual costs while still allowing the Agency to recoup some of its expenses incurred in responding to requests. Staff has determined that it would be unduly burdensome to perform a study to calculate the "actual costs" of copying public records as public agencies may only charge for costs directly relating to staff time spent copying and sending records, not for staff time spent in searching for and compiling records (which is usually the more time-consuming task).

To conduct a study, staff would have to identify the approximate hourly rate of the staff members most likely to be involved in copying or sending records, evaluate the amount of time that particular staff member takes to perform a chargeable task, and evaluate those staff members performing those tasks over a period of time. Most of Pierce Transit's records are born/created electronically, which would render a study particularly difficult to conduct. The \$2.00 flat fee is not recommended because many of the Agency's requests are produced in installments and cost significantly more than \$2.00 to produce.

On August 13, 2018, the Board of Commissioners held a public hearing on the proposed fee schedule, Exhibit A, which consisted of a combination of statutory fees and actual costs. The hearing notice and proposed fee schedule were

advertised in the August 2, 2018 editions of the News Tribune and Tacoma Daily Index, posted on the Agency's website and front door of the Pierce Transit Training Center. The proposed fees do not impose any other costs to a requester other than what is allowable under RCW 42.56.120 (2) (b).

STAFF RECOMMENDATION:

Staff recommends approval of the Proposed Fee Schedule for the Production of Public Records as described in Exhibit A.

ALTERNATIVES:

Do not approve the proposed fee schedule and instead direct staff to conduct a study of actual costs, or implement a \$2 flat fee for the production of all records. Staff does not recommend either of these options and believes that it is the Agency's best interest to charge the statutory costs as defined in RCW 42.56.120 (2) (b).

PROPOSED MOTION:

Approve Resolution No. 2018-035, adopting the proposed Fee Schedule for the Production of Public Records as presented in Exhibit A.

RESOLUTION NO. 2018-035

A RESOLUTION of the Board of Commissioners of Pierce Transit Adopting the Fee Schedule for the Production of Public Records

WHEREAS, the Public Records Act (RCW 42.56) has been revised to address the costs for the production of public records; and

WHEREAS, public agencies may now charge for: the transmittal of electronic records; the actual costs for items such as media devices (hard drives, CD's, flash drives, etc.); and access fees for records held by third-party vendors; and

WHEREAS, the proposed Fee Schedule at Exhibit A consists of allowable, statutory costs as defined in RCW 42.56.120(2)(b) in addition to actual costs for items relating to the production of records such as electronic media (hard drives, CD's, flash drives, etc.) access fees for records held by third-party vendors; and postage and delivery charges; and

WHEREAS, the Board of Commissioners held a public hearing on August 13, 2018, on the proposed Fee Schedule for the Production of Public Records at Exhibit A; and

WHEREAS, the hearing notice was advertised in the August 2, 2018 editions of the News Tribune, Tacoma Daily Index, in addition the notice was posted on the Agency's website and meeting door location; and

WHEREAS, it would be unduly burdensome to perform a study to calculate the "actual costs" of copying public records as public agencies cannot include staff salaries, benefits, or other general administrative or overhead costs for searching and compiling records; and

WHEREAS, the statutory option to charge only a \$2.00 flat fee would under-compensate the Agency for cost of production of records.

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

Section 1. The Board of Commissioners approves Pierce Transit's Fee Schedule for the Production of Public Records as presented in Exhibit A, attached hereto.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10th day of September 2018.

PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

1 ATTEST/AUTHENTICATED

2

3

4 _____
5 Deanne Jacobson, CMC
Clerk of the Board



**** Charges in red text depict new language in the Public Records Act that Pierce Transit proposes to charge for the production of public records. Charges in black text are the same as Pierce Transit's prior fee structure.**

| Proposed Fee Schedule for Public Records | |
|---|---|
| Charges | Pierce Transit proposes to adopt the statutory fee schedule as set forth in RCW 42.56.120 (2)(b), as set forth below. |
| Copies: | |
| 15 cents/page | Photocopies, printed copies of electronic records when requested by the requester. |
| 10 cents/page | Records scanned from paper to an electronic document. |
| 5 cents/each 4 electronic files or attachments | Records uploaded to email, or cloud-based data storage service, or other means of electronic delivery. |
| 10 cents/gigabyte | Records transmitted in electronic format or for use of agency equipment to send records electronically. |
| Actual cost | Digital storage media devices. |
| Actual cost | Any container or envelope used to mail copies. |
| Actual cost | Postage or delivery charges. |
| Actual cost | Access records from third-party vendors. |
| ↑ Copy charges above may be combined to the extent more than one type of charge applies to copies responsive to a particular request. | |
| *Two-sided documents equal 2 pages. | |
| * Pierce Transit waives fees for production of records if production totals less than \$2. Production of records does not include actual cost of digital storage media device, envelope, and postage. Pierce Transit charges actual costs of digital storage media device, envelope, and postage (if applicable). | |

TITLE: Adoption of Paid Time Off (PTO) and Major Sick Leave (MSL) Plans for Non-Represented Employees with Less than 22 Years of Service, Effective January 13, 2019

DIVISION: Administration

SUBMITTED BY: Tara Schaak, Leave Administrator

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Employee

BUDGET INFORMATION

Is it Budgeted? ☐ Yes / ☒ No

Project Name or Number: [Click here to enter text.](#)

☒ Operating Budget

☐ Capital Budget

| FUNDING SOURCE: | | EXPLANATION: |
|---------------------|--|--|
| Local Amount | \$ <u>84,158</u> | <u>Five-year average cost difference from the current plan = \$84,158 per year in anticipated leave cash-out payments.</u> |
| Grant/Other Amounts | \$ | |
| Total Expenditure | \$ <u>84,158 per year (5-yr average)</u> | |

BACKGROUND:

A Paid Time Off (PTO) Plan is proposed to provide greater flexibility to non-represented employees on how they may use accrued leave and support the agency in being more competitive for talent in the non-represented classifications.

Current Vacation and Sick Leave Plans:

Currently, non-represented employees earn twelve (12) days of sick leave and vacation leave depending on the employee's completed years of continuous service. The current policy provides that vacation leave may be used for any reason while sick leave may only be used for reasons like injury, illness, medical or dental care, or other health reasons sufficient to serve as a qualifying condition under family medical leave. When the employee leaves Pierce Transit, the employee is entitled to be paid out for 100% of all accrued vacation. For sick leave, if an employee separates due to death or retirement, the employee is entitled to payment for 50% employee's sick leave accruals, and if the employee separates in good standing, the employee is compensated at 20% of his/her accrued sick leave (up to a maximum accrual of 120 days).

Highlights of the proposed new PTO Plan include:

ELIGIBLE EMPLOYEES

Non-represented employees with twenty-two (22) or more years of service when this PTO plan is implemented would remain on the currently-existing vacation and sick leave plans. All other non-represented employees would move to the PTO plan in combination with a Major Sick Leave (MSL) plan.

BENEFITS OF A PTO PLAN

The PTO plan is intended to allow the employee greater flexibility in using accrued leave and is expected to assist in employee retention and recruitment.

ACCRUALS

Non-represented employees would accrue PTO based on continuous service, and would accrue MSL at a rate of six (6) days per year as compared to the current Vacation and Sick Leave plans below:

| Completed Years of Service | Current Vacation Accruals | Current Sick Leave Accruals | Total Current Vacation & Sick Accruals | | New PTO Accruals | New MSL Accruals | Total New PTO & MSL Accruals |
|---|--|--|---|--|---------------------------------|---------------------------------|---|
| 0-4 | 13 | 12 | 25 | | 22 | 6 | 28 |
| 5-8 | 16 | 12 | 28 | | 24 | 6 | 30 |
| 9 | 18 | 12 | 30 | | 24 | 6 | 30 |
| 10-13 | 18 | 12 | 30 | | 26 | 6 | 32 |
| 14 | 21 | 12 | 33 | | 26 | 6 | 32 |
| 15-18 | 21 | 12 | 33 | | 28 | 6 | 34 |
| 19 | 22 | 12 | 34 | | 28 | 6 | 34 |
| 20 | 23 | 12 | 35 | | 30 | 6 | 36 |
| 21 | 24 | 12 | 36 | | 30 | 6 | 36 |
| 22 | 25 | 12 | 37 | | 30 | 6 | 36 |
| 23 | 26 | 12 | 38 | | 30 | 6 | 36 |
| 24 | 27 | 12 | 39 | | 30 | 6 | 36 |
| 25 | 28 | 12 | 40 | | 32 | 6 | 38 |
| 26 | 29 | 12 | 41 | | 32 | 6 | 38 |
| 27 | 30 | 12 | 42 | | 32 | 6 | 38 |
| 28-29 | 31 | 12 | 43 | | 32 | 6 | 38 |
| 30+ | 31 | 12 | 43 | | 34 | 6 | 40 |

INITIAL CONVERSION

With implementation of this policy, all eligible non-represented employees may elect a one-time conversion of up to 160 hours of their existing sick leave to PTO, during the authorized conversion window. The conversion rate shall be two (2) hours of sick leave to one (1) hour of PTO. Allowing this conversion at 50% is of financial benefit to the Agency in that the conversion buys down the Agency's existing liability for sick leave if taken at the employee's full hourly rate.

ACCRUAL CAP

PTO accrual for all eligible non-represented employees shall be capped at 600 hours.

ANNUAL SELLBACK

Currently, employees may voluntarily sell back up to 80 hours of vacation leave at the end of each year.

On the PTO plan, employees may voluntarily sell back up to 120 hours of PTO on an annual basis, provided that they keep a minimum balance of 120 hours after the sell back and have used at least ½ of the annual accrual amount during the previous calendar year.

SEPARATION PAYOUT

PTO will be paid out at 100% of the employee's base rate of pay upon any separation.

NEXT STEPS

Next steps: the PTO and MSL plans will be incorporated into the Agency's leave policies, which will be presented to the Board on October 8, 2018 for adoption.

STAFF RECOMMENDATION:

Staff recommends approval of the PTO and MSL Plans.

ALTERNATIVES:

The alternative is to reject the proposed PTO plan and continue with the traditional vacation and sick leave plans for the non-represented staff.

PROPOSED MOTION:

Move to adopt a Paid Time Off (PTO) and Major Sick Leave (MSL) Plans for non-represented employees with less than 22 years of service, effective January 13, 2019, and direct staff to return to the Board with revised leave policies.

TITLE: Amending the 2018 Capital Budget to Increase Funding for the High Capacity Transit Feasibility Study Project for Purposes of Conducting an Intersection Control Analysis (ICA) and Amending Contract with WSP-Parsons Brinckerhoff to Conduct ICA Analysis

DIVISION: Planning & Community Development

SUBMITTED BY: Tina Lee, Community Development Manager

RELATED ACTION:

Resolution No. 18-028--A Resolution Confirming and Assuring that the Chief Executive Officer has the Authority and that Pierce Transit has the Financial Capacity to Fund Project Development for the Pacific Avenue Bus Rapid Transit Project

Resolution No. 18-025-- Adoption of the Locally Preferred Alternative (LPA) Mode, Termini, and Alignment for the Proposed Pacific Avenue/SR 7 Corridor Bus Rapid Transit (BRT) Project

Resolution No. 17-001 – Amending the 2017 Capital Budget to Increase Funding for the High Capacity Transit Feasibility Study project and Awarding a Contract to WSP-Parsons Brinckerhoff for the Pacific Avenue/SR 7 Corridor High Capacity Transit Feasibility Study, as approved January 9, 2017.

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Pacific Avenue/SR7 Corridor High Capacity Transit Feasibility Study

☐ Operating Budget

☒ Capital Budget

| FUNDING SOURCE: | | EXPLANATION: |
|---------------------|--|--|
| Local Amount | \$ 1,333,651 Current Budget 142,596 Budget Increase 14,260 10% Contingency | Add \$156,856 to the 2018 Capital Budget for the High Capacity Transit (HCT) Feasibility Study Project. The study has been funded from available reserve. Pierce Transit will seek reimbursement for this additional scope from Sound Transit. |
| Grant/Other Amounts | \$ | |
| Total Expenditure | \$ 1,490,507 New Budgeted Amount | |

BACKGROUND:

Pierce Transit (PT) working in partnership with the City of Tacoma, Pierce County, Washington State Department of Transportation (WSDOT), Sound Transit (ST), Puget Sound Regional Council (PSRC), and other agencies, is conducting a high capacity transit (HCT) study of an approximately 14.4-mile corridor along Pacific Avenue/State Route 7 between downtown Tacoma and Spanaway. This corridor is currently serviced by Route 1, one of Pierce Transit's four trunk routes and the highest ridership route in the system. The portion of the Route 1 which will be replaced with the potential BRT corridor currently has an estimated daily ridership of more than 3,500 passengers. Pierce Transit's Destination 2040 Long Range Plan, ST's Regional Long Range Plan, ST3, and the PSRC's Transportation 2040 Long Range Plan all identify this corridor for potential HCT service.

The purpose of the project is to establish a north/south HCT link in the heart of Pierce County, while serving Pierce Transit's busiest transit corridor. The project aims to:

- Increase transit ridership through an enhanced and higher quality transit service.
- Deliver cost-effective service that provides capacity to meet latent and future demand.
- Promote transportation equity in the corridor by ensuring that transit service is accessible to all populations.
- Improve multi-modal access and connectivity.
- Support a regional vision for the community as documented in land use and transportation plans.
- Enhance safety and security for transit patrons and public health overall.
- Support existing economic activity and be a catalyst for sustainable economic growth and corridor redevelopment.
- Promote environmental stewardship and sustainability.

The Pierce Transit Board of Commissioners adopted the Locally Preferred Alternative (LPA) which includes Mode, Termini, and Alignment at their July 9, 2018 meeting. And the Federal Transit Administration authorized the project to proceed with Project Development on August 22, 2018. One of the next steps for the project is to work with our Technical Advisory Committee on a recommendation for the proposed station locations and lane treatments. Once these elements are determined, the project team can complete the environmental analysis for the project. Working with WSDOT and our project partners, staff has learned of a requirement that was not included in the project scope – an Intersection Control Analysis (ICA) and additional traffic analysis around the Tacoma Dome Station (TDS).

WSDOT requires this type of ICA analysis for the intersections along the SR-7 corridor which will be modified as part of the proposed build alternative. The ICA analysis is required whenever an intersection of a state highway is modified. The ICA is a five-step process intended to screen and evaluate alternatives to determine an optimal intersection control type and design at each location of interest. The traffic analysis is required to select a preferred alignment to connect to TDS.

STAFF RECOMMENDATION:

An ICA is needed to seek approval from WSDOT to modify the intersection. Without the ICA we run the risk of moving forward with an alternative that WSDOT may not approve for the SR-7 corridor. The project team will need to know the outcome of the ICA in order to complete the NEPA/SEPA environmental analysis for the project. Staff is recommending that we add this additional scope to the project budget to conduct this analysis in support of our efforts to select the preferred lane treatment. We will seek reimbursement of this effort through our interlocal agreement with Sound Transit through their \$13M committed to project development for the Pacific Avenue BRT Corridor project.

ALTERNATIVES:

An ICA is required by WSDOT for each intersection that is modified by the project. We could delay working on this effort but that alternative adds additional risk to the project as WSDOT may not approve the design selected by the project team or require changes at an intersection along the project corridor. And, these types of design changes could require additional environmental analysis later. Staff is recommending that we add this scope to the project and increase the funding for the High Capacity Transit Feasibility Study Project.

PROPOSED MOTION:

Approve Resolution No. 2018-036, amending the 2018 Capital Budget to Increase Funding for the High Capacity Transit Feasibility Study Project for purposes of conducting an Intersection Control Analysis, (ICA) and authorizing the CEO to enter into and execute a contract amendment with WSP-Parsons Brinckerhoff to conduct the ICA analysis.

RESOLUTION NO. 2018-036

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Amending the 2018 Capital Budget to Increase
2 Funding for the High Capacity Transit Feasibility Study for Purposes of
3 Conducting an Intersection Control Analysis (ICA) and Amending Contract with WSP-Parsons Brinckerhoff to
4 Conduct ICA Analysis
5

6 WHEREAS, Pierce Transit (PT) working in partnership with the City of Tacoma, Pierce County,
7 Washington State Department of Transportation (WSDOT), Sound Transit (ST), Puget Sound Regional Council
8 (PSRC), and other agencies, is conducting a High Capacity Transit (HCT) Feasibility Study of an approximately
9 14.4-mile corridor along Pacific Avenue/SR 7 between downtown Tacoma and Spanaway; and

10 WHEREAS, this corridor is currently served by Route 1, one of Pierce Transit's four trunk routes with the
11 highest ridership route in the Pierce Transit system. The portion of the Route 1 which will be replaced with the
12 potential BRT corridor currently has an estimated daily ridership of more than 3,500 passengers; and

13 WHEREAS, Pierce Transit's Destination 2040 Long Range Plan, Sound Transit's Regional Long Range
14 Plan, ST3, and the PSRC's Transportation 2040 Long Range Plan all identify this corridor for potential HCT
15 service; and

16 WHEREAS, the purpose of the project is to establish a north/south HCT link in the heart of Pierce County,
17 while serving Pierce Transit's busiest transit corridor; and

18 WHEREAS, the Pierce Transit Board of Commissioners adopted a Locally Preferred Alternative (LPA)
19 including Mode, Termini, and Alignment, at its July 9, 2018 meeting; and

20 WHEREAS, the Federal Transit Administration authorized the project to proceed with Project
21 Development on August 22, 2018; and

22 WHEREAS, the project's Technical Advisory Committee (TAC) continues its work to identify the station
23 locations and lane treatments along the corridor; and

24 WHEREAS, the project team has learned that additional traffic analysis is required to select a preferred
25 alignment to connect to the Tacoma Dome Station; and

26 WHEREAS, an Intersection Control Analysis (ICA) is required whenever an intersection of the state
27 highway is modified. The ICA is a five-step process intended to screen and evaluate alternatives to determine
28 an optimal intersection control type and design at each location of interest. WSDOT is requiring this type of
29 analysis for the intersections along the SR-7 corridor which will be modified as part of the proposed build
30 alternative; and

1 WHEREAS, an approved ICA should be obtained before completing the NEPA/SEPA environmental
2 analysis to ensure additional environmental analysis is not required; and

3 WHEREAS, this task will be eligible for reimbursement from Sound Transit pending an interlocal
4 agreement to exchange partnership funds for the Pacific Avenue Bus Rapid Transit Corridor;

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

6 Section 1. The Board of Commissioners authorizes amending the 2018 capital budget to increase
7 funding for the High Capacity Transit Feasibility Study Project for purposes of conducting an intersection control
8 analysis in the amount of \$ 156,856.

9 Section 2. The Board of Commissioners authorizes the Chief Executive Officer to enter into and execute
10 a contract amendment with WSP-Parsons Brinckerhoff to conduct the ICA analysis.

11 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
12 the 10th day of September 2018.

13 PIERCE TRANSIT

14
15 _____
16 Nancy Henderson, Chair
17 Board of Commissioners
18
19

20 ATTEST/AUTHENTICATED

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

TITLE: A Resolution Approving the 2018 Title VI Program Submittal to the Federal Transit Administration

DIVISION: Planning & Community Development

RELATED ACTION: N/A

SUBMITTED BY: Janine Robinson, Senior Planner

ATTACHMENTS:

RELATION TO STRATEGIC PLAN: Financial

Proposed Resolution
Exhibit A, Program Submittal, [provided electronically](#)

BUDGET INFORMATION: N/A

BACKGROUND:

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin. Federal Transit Administration (FTA) Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients" was issued on October 1, 2012. The Circular directs any FTA recipient that operates 50 or more fixed route vehicles in peak service and serving a population of 200,000 or greater to submit a Title VI Program once every three years.

FTA requires that the governing body of the Agency consider and approve the Title VI Program.

The Title VI Program demonstrates to FTA that Pierce Transit is working hard to ensure that our customers and potential customers have access to our services in a non-discriminatory manner. The Title VI Program includes the Agency's:

- Notification to the public of Title VI rights;
- Title VI complaint process;
- Title VI investigations, claims and lawsuits (over the past three years);
- Public Participation Plan (and outreach over the past three years);
- Limited English Proficiency Access Plan;
- Minority representation on advisory boards (CTAG);
- System-wide Service Standards and Policies;
- Demographic data (distribution of minority and low-income populations);
- Public engagement process for setting Title VI policies; and
- Service and fare equity analyses (conducted over the past three years).

STAFF RECOMMENDATION:

Approve the 2018 Title VI Program to the Federal Transit Administration.

ALTERNATIVES:

The alternative is not to submit a Title VI program to the FTA. This is not recommended for Pierce Transit would then be out of compliance which could lead to the FTA withholding funds for our federally-funded projects.

PROPOSED MOTION:

Adopt Resolution No. 2018-037, approving Pierce Transit's 2018 Title VI Program Submittal to the Federal Transit Administration in substantially the same form as Exhibit A.

RESOLUTION NO. 2018-037

A RESOLUTION of the Board of Commissioners of Pierce Transit Approving Pierce Transit's 2018 Title VI Program Submittal to the Federal Transit Administration.

WHEREAS, pursuant to Title VI of the Civil Rights Act, the Federal Transit Administration (FTA) prohibits discrimination based on race, color or national origin, and

WHEREAS, Pierce Transit seeks to ensure that the level and quality of public transportation service is provided in a non-discriminatory manner without regard for race, color or national origin; and

WHEREAS, Pierce Transit is a recipient of federal funds and operates more than 50 fixed-route vehicles in peak service in an area with greater than 200,000 population and is therefore required to demonstrate compliance with FTA Circular 4702.1B by submitting a Title VI Program every three years; and

WHEREAS, Circular 4702.1B requires the Title VI Program Submittal be considered and approved by the Pierce Transit Board of Commissioners; and

WHEREAS, the Board of Commissioners considered the 2018 Title VI Program Submittal at its meeting held on September 10, 2018; and

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

Section 1. The Board of Commissioners approves Pierce Transit's 2018 Title VI Program Submittal to the Federal Transit Administration in substantially the same form as Exhibit A.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10th day of September 2018.

PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

TITLE: Approval of the Transit Service Monitoring Results
Contained within the 2018 Title VI Program Submittal to
the Federal Transit Administration

DIVISION: Planning & Community Development

SUBMITTED BY: Janine Robinson, Senior Planner, Transit
Development

RELATED ACTION: N/A

ATTACHMENTS:
Proposed Resolution
Exhibit A, [Monitoring Results](#)

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION: N/A

BACKGROUND:

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin. Federal Transit Administration (FTA) Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients" was issued on October 1, 2012. The Circular directs any FTA recipient that operates 50 or more fixed route vehicles in peak service and serving a population of 200,000 or greater to conduct monitoring of its transit service at least every three years. The monitoring is intended to examine how well the agency is achieving its standards and policies as they apply to routes serving areas with higher minority and low-income populations.

FTA requires that the governing body of the Agency consider and approve the Title VI Transit Service Monitoring Results.

Pierce Transit monitors the performance of its transit system relative to performance standards on a monthly basis. At least every three years, the agency monitors these standards specifically to gain a measure of performance against certain standards in areas with higher minority and low-income populations. To implement this monitoring procedure, Pierce Transit identified each route as either minority/non-minority and low-income/non-low-income. **Routes where at least one-third of the revenue miles passed through or adjacent to minority/low-income census block groups were designated "minority route"/"low-income route."** The detailed table showing the classification of each of the Agency's 33 routes is provided in Appendix H of the 2018 Title VI Program Submittal (Transit Service Monitoring table).

Standards measured against include passengers per hour, headways, overcrowding and on-time performance (OTP). Table 1 displays the standards.

Table 1. Monitored Performance Standards

| Route Classification | Peak PAX/Hour (persons) | Peak Headway (minutes) | Off-Peak Headway (minutes) | Peak Loads (% of seating capacity) | Off-Peak Loads (% of seating capacity) | OTP (% on- time) |
|----------------------|-------------------------------|------------------------------|----------------------------------|--|--|------------------------|
| Trunk Routes | 20 | 15 | 30 | 150% | 100% | 85% |
| Urban Routes | 15 | 30 | 60 | 100% | 100% | 85% |
| Suburban Routes | 10 | 60 | 60 | 100% | 100% | 85% |

| | | | | | | |
|---------------------|----|----|-----|------|------|-----|
| Community Connector | 10 | 30 | 30 | 100% | 100% | 85% |
| Express | 20 | 30 | n/a | 100% | 100% | 85% |

Table 2 shows the results of the monitoring. Pierce Transit has a total of 33 routes. Twenty-five of these are minority routes, making up 76 percent of all routes, and 23 are low-income routes, comprising 70 percent of all routes in the system. The majority of Pierce Transit's minority and low-income routes are meeting the standards.

Table 2. Transit Service Monitoring Summary Table: Percentages

| Route | Minority Route | Non-Minority Route | Low-Income Route | Non-Low-Income Route | PAX/Hour | Peak Headway | Off-Peak Headway | Peak Loads | Off-Peak Loads | OTP |
|----------------|----------------|--------------------|------------------|----------------------|----------|--------------|------------------|------------|----------------|-----|
| System | 76% | 24% | 70% | 30% | 52% | 85% | 100% | 100% | 100% | 84% |
| Minority | - | - | 80% | 20% | 60% | 80% | 100% | 100% | 100% | 85% |
| Non-Minority | - | - | 38% | 63% | 25% | 100% | 100% | 100% | 100% | 80% |
| Low-Income | 87% | 13% | - | - | 65% | 87% | 100% | 100% | 100% | 83% |
| Non-Low-Income | 50% | 50% | - | - | 20% | 80% | 100% | 100% | 100% | 84% |

Disparate Impact Analysis

Minority routes are within 10% of system averages for all standards monitored in this analysis. Just one of the measured standards has a lower achievement by minority routes – Peak Headway. System-wide, 85% of routes meet the peak headway standard while only 80% of minority routes meet the standard. Since this difference is only 5%, and is not greater than the 10% established policy threshold, **there is no disparate impact**.

Disproportionate Burden Analysis

Low-income routes are within 5% of system averages for all standards monitored in this analysis. Just one of the measured standards – On-time Performance (OTP) has a lower achievement by low-income routes at 83% versus the system average of 84%. This difference is only 1% and is not greater than the 5% established policy threshold, so **there is no disproportionate burden** to low-income populations.

Distribution of Transit Amenities

Another element of the monitoring is an examination of how well transit amenities—benches, bus schedules, shelters, lighting, as well as the number of ADA-accessible stops—are distributed throughout the system and in minority and low-income areas. Table 3 shows the results. Throughout all five categories, there were a higher percentage of bus stops with respective amenities within census blocks identified with high minority/low-income populations than the overall system and non-minority/non-low-income census blocks.

Table 3. Distribution of Transit Amenities

| Amenity | Low-Income | Non-Low-Income | Minority | Non-Minority | System |
|---------------------|------------|----------------|----------|--------------|--------|
| % accessible | 99.7% | 99.8% | 99.7% | 99.8% | 99.7% |
| % benches | 38.6% | 35.5% | 39.1% | 34.5% | 37.2% |
| % with schedules | 28.5% | 18.2% | 27.3% | 19.0% | 23.8% |
| % with shelters | 26.5% | 22.3% | 26.2% | 22.4% | 24.6% |
| % with lights | 4.0% | 2.7% | 3.7% | 3.0% | 3.4% |
| Number of Bus Stops | 1129 | 958 | 1211 | 876 | 2087 |

Overall Conclusion:

Pierce Transit is serving minority and low-income populations in a manner consistent with how the Agency provides service to everyone.

STAFF RECOMMENDATION:

Approve the 2018 Title VI Transit Service Monitoring Results Contained within the 2018 Submittal to the Federal Transit Administration.

ALTERNATIVES:

Do not approve the 2018 Title VI Transit Service Monitoring results. This is not recommended for Pierce Transit would then be out of compliance which could lead to the FTA withholding funds for our federally funded projects.

PROPOSED MOTION:

Adopt Resolution No. 2018-038, approving the 2018 Title VI Transit Service Monitoring Results Contained within the 2018 Submittal to the Federal Transit Administration in substantially the same form as Exhibit A.

RESOLUTION NO. 2018-038

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Approving the Transit Service Monitoring
2 Results Contained Within the 2018 Title VI Program Submittal to the Federal Transit Administration
3

4 WHEREAS, pursuant to Title VI of the Civil Rights Act, the Federal Transit Administration (FTA) prohibits
5 discrimination based on race, color, or national origin; and

6 WHEREAS, Pierce Transit seeks to ensure that the level and quality of public transportation service is
7 provided in a non-discriminatory manner without regard for race, color or national origin; and

8 WHEREAS, Pierce Transit is a recipient of federal funds and operates more than 50 fixed-route vehicles
9 in an area with greater than 200,000 population and is therefore required to demonstrate compliance with FTA
10 Circular 4702.1B by conducting transit service monitoring every three years; and

11 WHEREAS, Pierce Transit conducts transit service monitoring to gain a measure and an understanding
12 of how the Agency is performing against certain standards in areas with high minority and low-income
13 populations; and

14 WHEREAS, the 2018 transit service monitoring results show the Agency is serving minority and low-
15 income populations in a manner consistent with how the Agency provides service to everyone, which results
16 in a finding of no disparate impact to minority populations nor disproportionate burden to low-income
17 populations; and

18 WHEREAS, Circular 4702.1B requires the Title VI transit service monitoring results to be considered and
19 approved by the Pierce Transit Board of Commissioners; and

20 WHEREAS, the Board of Commissioners considered the contents of the Title VI transit service monitoring
21 results at its meeting held September 10, 2018; and

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

23 Section 1. The Board of Commissioners approves the transit service monitoring results contained
24 within the 2018 Title VI Program Submittal to the Federal Transit Administration

25 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
26 the 10th day of September 2018.
27

PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board