

## Agenda

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### Call to Order

### Pledge of Allegiance

### Roll Call

### Presentations

1. Recognition Award Recipients First Quarter of 2019  
Larry Delgado  
Learning & Development Manager
2. Strategic Plan Update  
Samantha Einarson  
Lean & Change Management Administrator
3. 2018 Good to Give Update  
Alex Mather  
Government Relations Officer

### 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, May 2, 2019
2. Minutes: April 8, 2019 Regular Board Meeting; April 11, 2019 Board Retreat Meeting
3. 2019 First Quarter Sole Source Report/Sole Source Contracts Over \$10,000 and Contracts and Amendments Between \$100,000-\$200,000
4. FS 2019-024, Amending the 2019 Capital Budget to Increase Funding for Zonar Project and Authorizing the CEO to Execute a Sole Source Contract with Zonar Systems
5. FS 2019-025, Authorizing the Chief Executive Officer to Extend an Agreement with Lyft, Pierce College Puyallup, and Sound Transit for the Limited Access Connections Project Through December 31, 2019

6. FS 2019-026, Authority to Execute a Contract Extension and Increase the Contract Amount with IPKeys for Network Engineering Services
7. FS 2019-027, Establishing Operating Procedures for the Executive Finance Committee
8. FS 2019-028, Creating a New Committee of the Board – Service Delivery and Capital Committee (SDCC) and Establishing Committee Operating Procedures
9. FS 2019-029, Adopting Pierce Transit Compensation Guidelines for Board of Commissioners
10. FS 2019-030, Authorizing Execution of a Revised Multi-Party Interlocal Cooperative Agreement for Design, Implementation, Operation, and Maintenance of the Next Generational Regional Fare Coordination System (Next Generation ORCA)

### **Action Agenda**

1. FS 2019-031, Establishing and Supporting an Employee Wellness Program  
Samantha Einarson  
Lean & Change Management Administrator

### **Staff Updates/Discussion**

1. CEO's Report  
Sue Dreier  
Chief Executive Officer

### **Informational Board Items**

1. Chair Report  
Chair Henderson
2. Sound Transit Update  
Commissioners Keel, Dammeier or Woodards
3. PSRC Transportation Policy Board Update  
Commissioner Anderson
4. Commissioners' Comments  
Any Commissioner

### **Executive Session**

Pursuant to RCW 42.30.110 (g), Evaluate the Performance of a Public Employee

### **Adjournment**

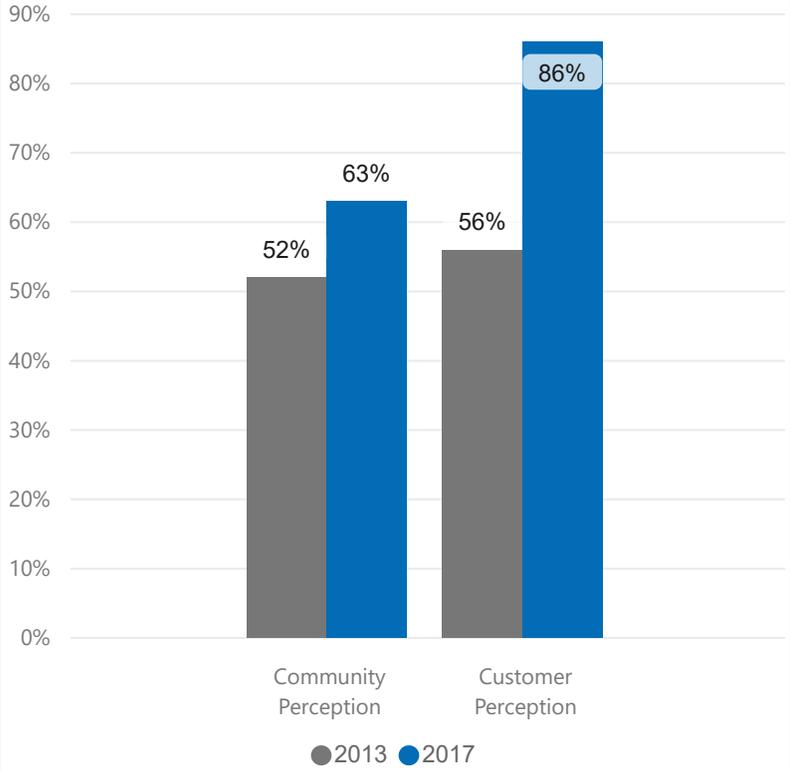
American Disability Act (ADA) accommodations are available with a 72-hour notice. An interpreter for the hearing impaired will be provided upon request with a minimum notice of two weeks. Please contact the Clerk's office at 253-581-8066 for special accommodations. Meeting room is wheelchair accessible. 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.



# Presentations

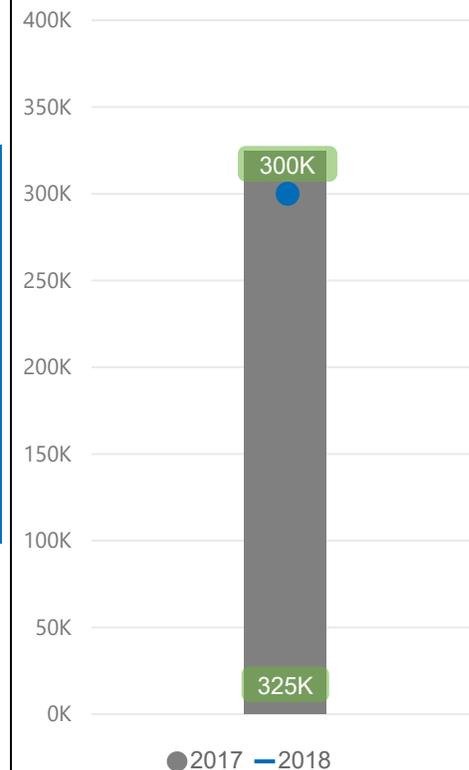
Pierce Transit  
2017-2021 Strategic Plan  
Dashboard Preview

### COMMUNITY AND CUSTOMER SURVEY

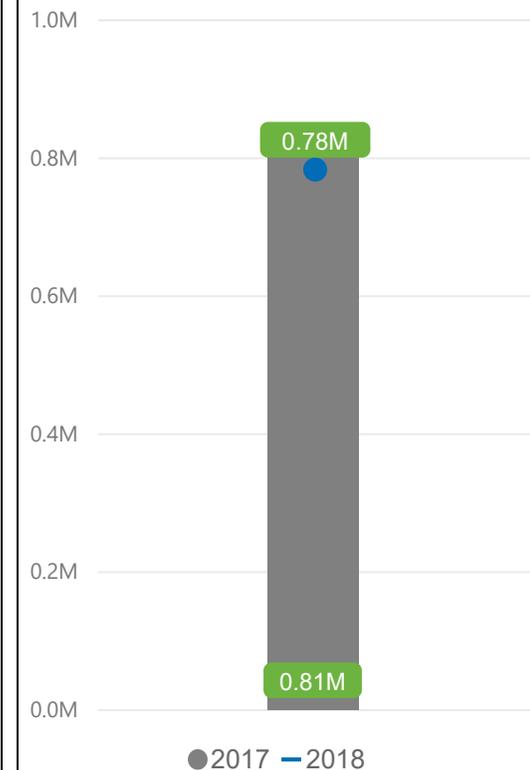


**CUSTOMER  
FOCUSED**

### Paratransit Ridership



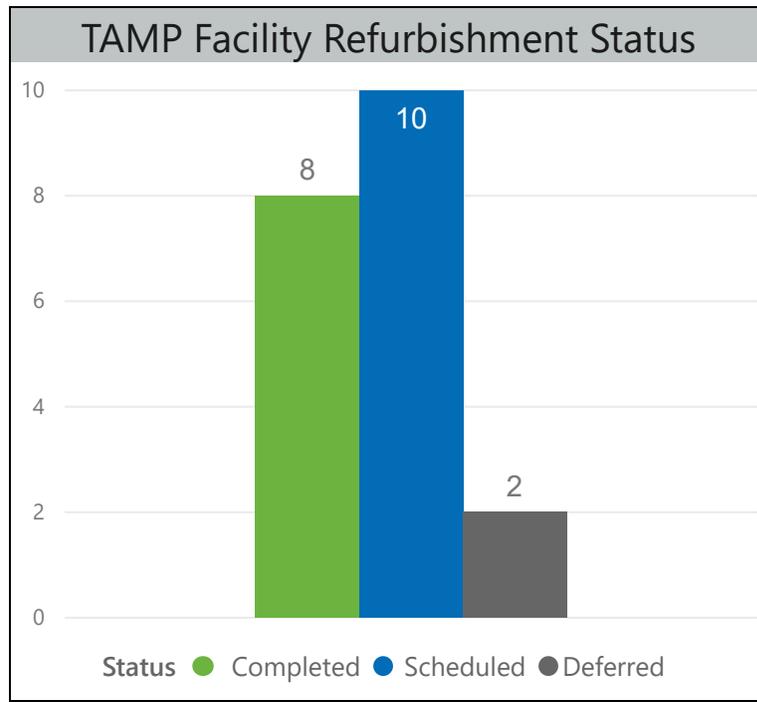
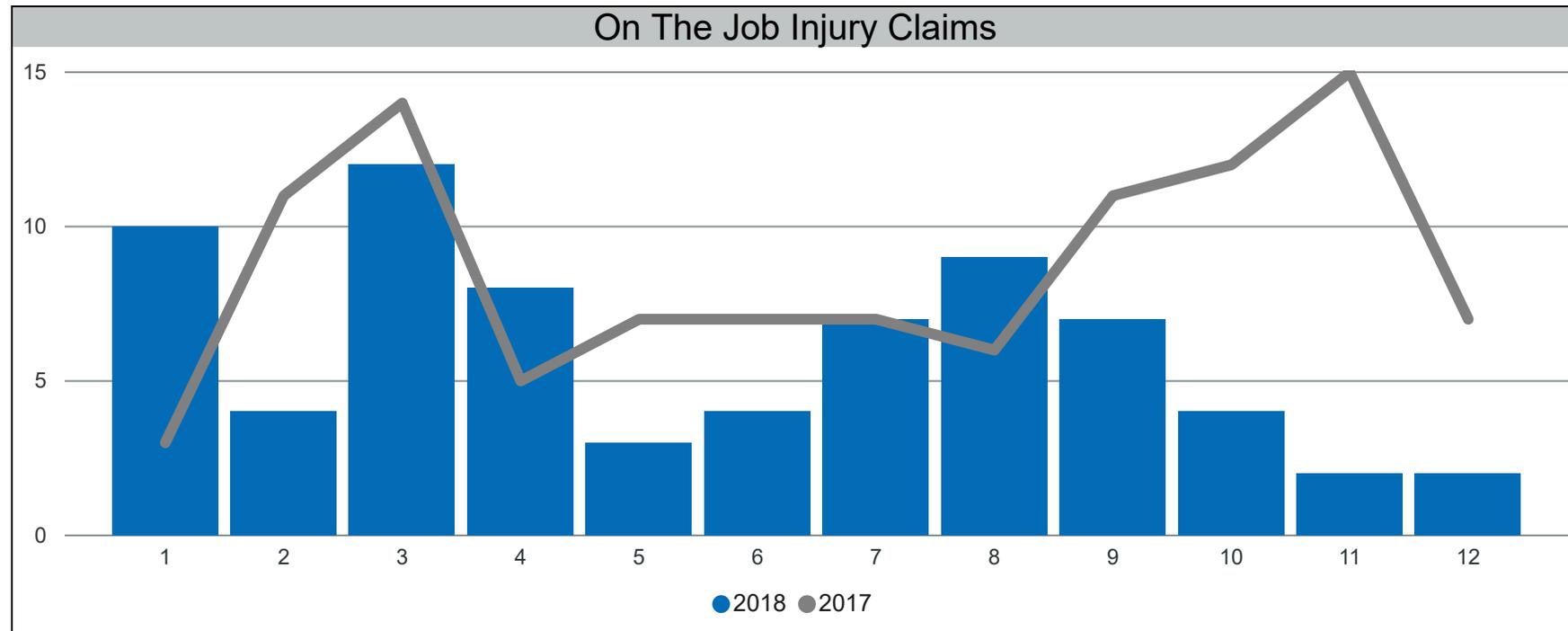
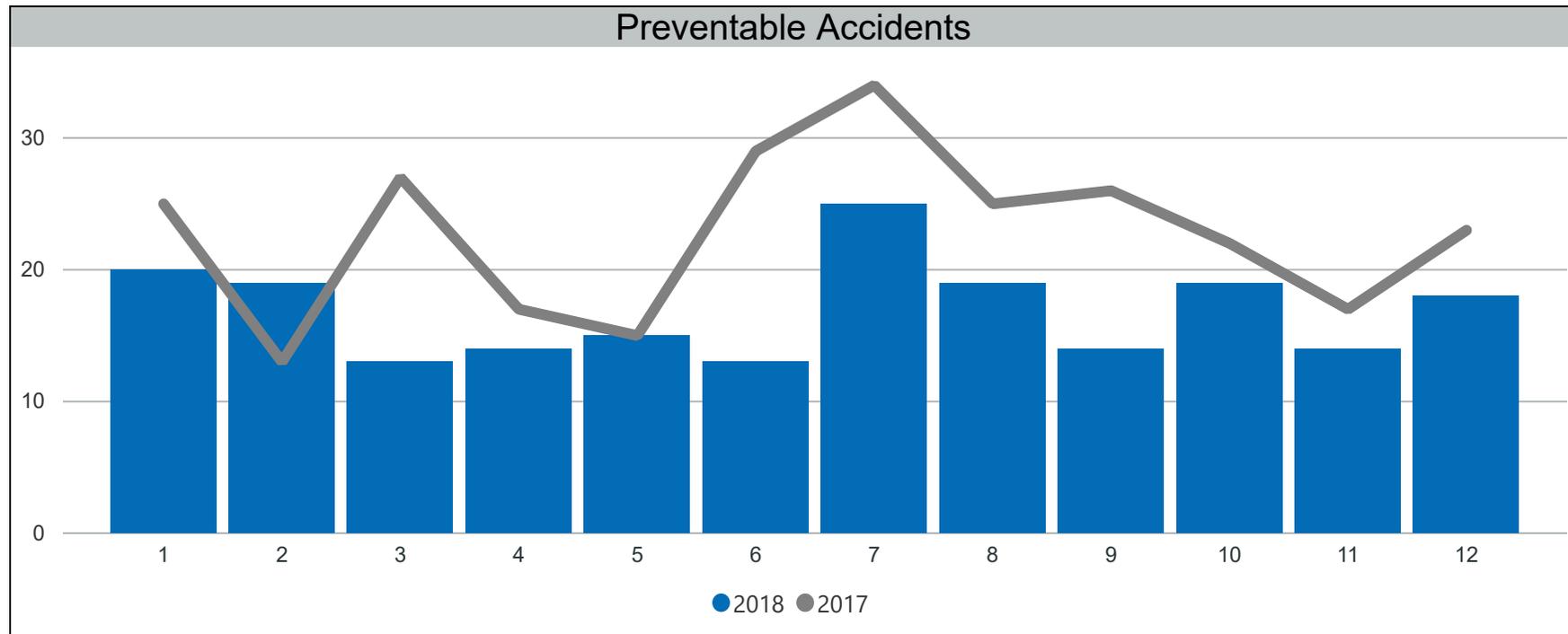
### Vanpool Ridership



### Fixed Route Ridership



# CULTURE OF EXCELLENCE

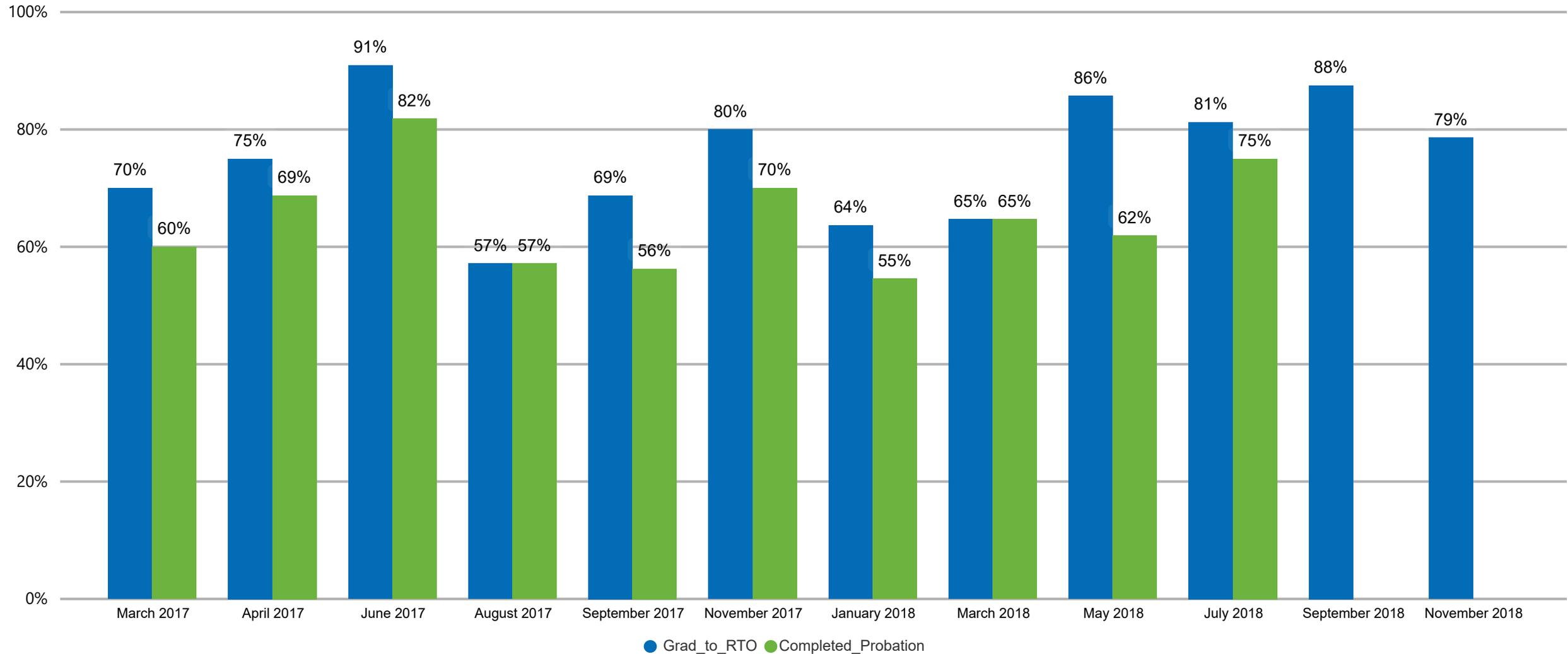


# FINANCIALLY RESPONSIBLE

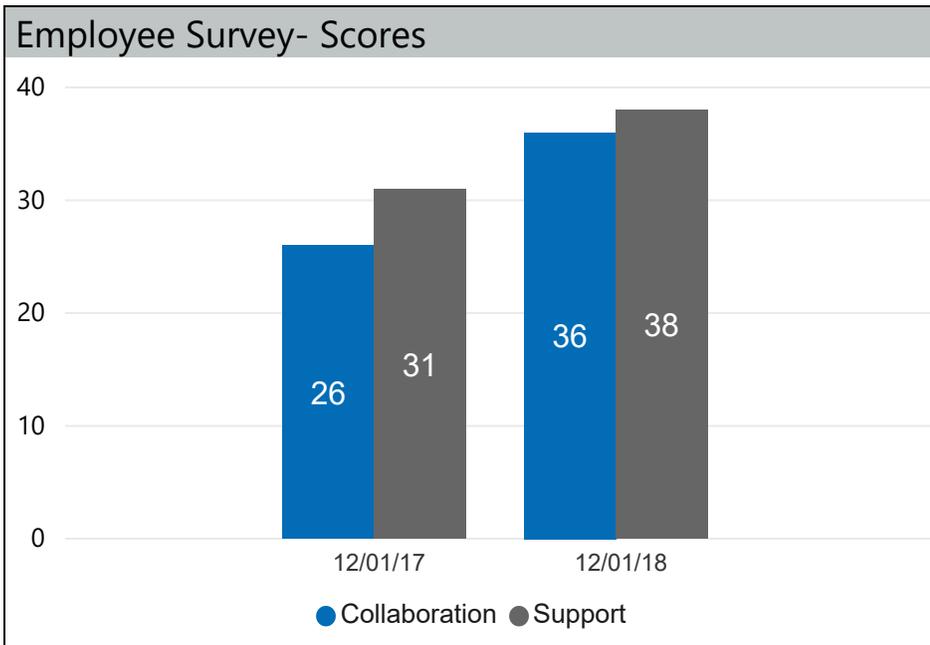
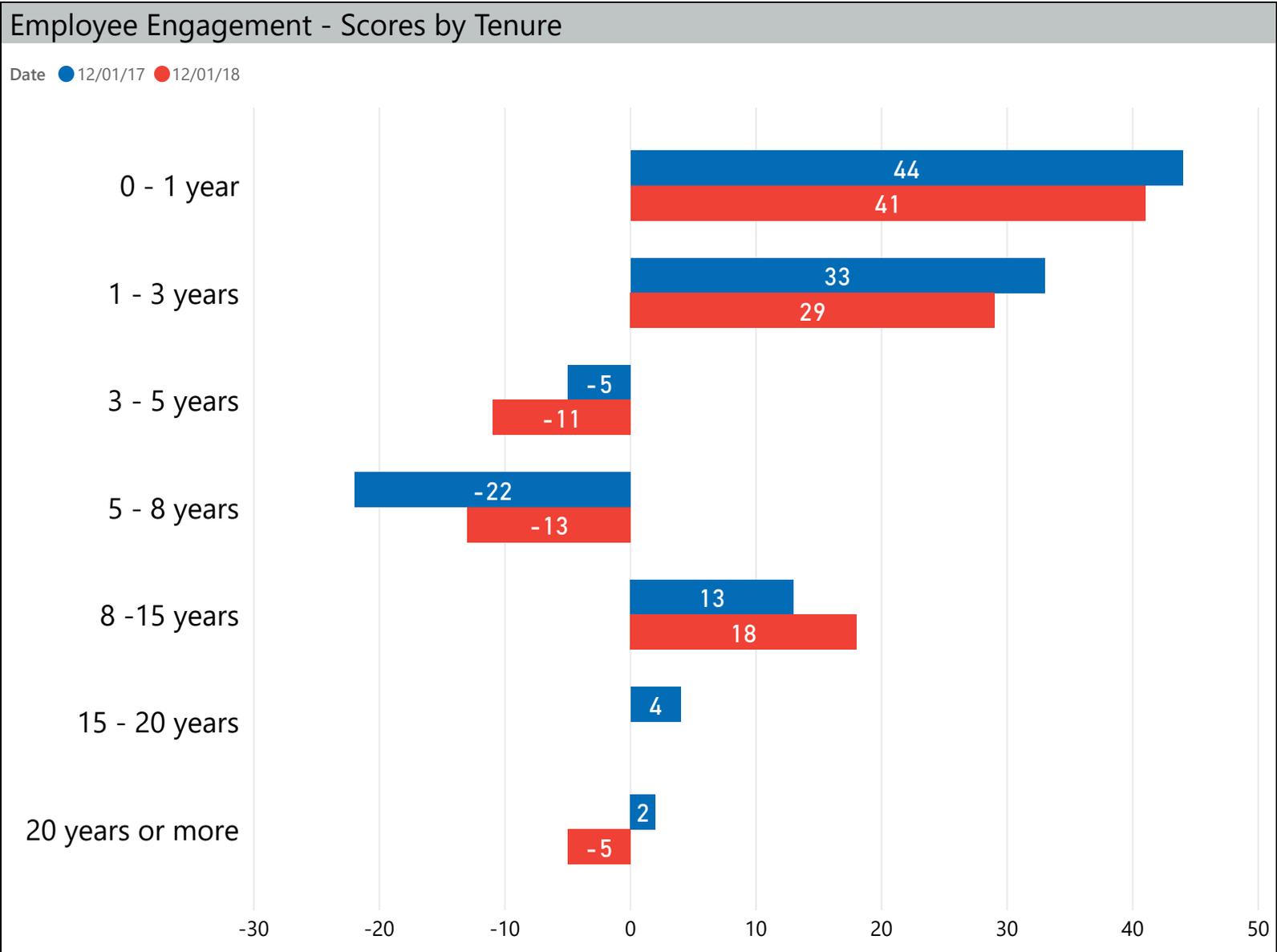
Strategic Metric	2018 Status
Revenues equal or exceed expenditures and Board policy reserve requirements are met.	Complete
Improve transparency and public accountability for the budget development process	Future Year
Improve internal and external satisfaction with and understanding of financial information	Future Year
Use a documented cost/benefit analysis for financial decisions	Implemented

# DEDICATED EMPLOYEES

## Operator Training Class Yield



# DEDICATED EMPLOYEES





# PIERCE TRANSIT

PROVIDING  
SAFE  
RELIABLE  
INNOVATIVE  
AND USEFUL

# TRANSPORTATION SERVICES

LOCALLY BASED  
AND  
REGIONALLY CONNECTED

**RELIABILITY :**  
How dependable is our service ?

**83.0%!**  
Goal: 85.0%

[Go to Detail](#) →

SOURCE: DATA AS OF YEAR END 2018

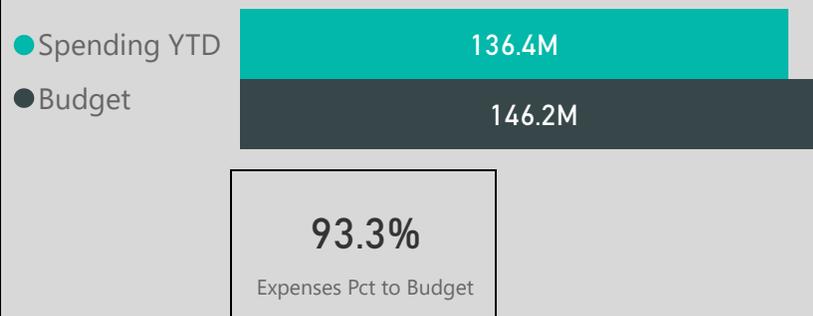
**RIDERSHIP :**  
How many rides are taken on Pierce Transit services on an average weekday ?

**27K**  
Rides per day

[Go to Detail](#) →

SOURCE: DATA AS OF YEAR END 2018

**FINANCIALS :**  
How are we tracking against our expense budget ?



[Go to Detail](#) →

SOURCE: DATA AS OF YEAR END 2018

**CUSTOMER SATISFACTION :**  
How do you rate Pierce Transit ?



[Go to Detail](#) →

SOURCE: 2017 CUSTOMER SURVEY



# RELIABILITY :

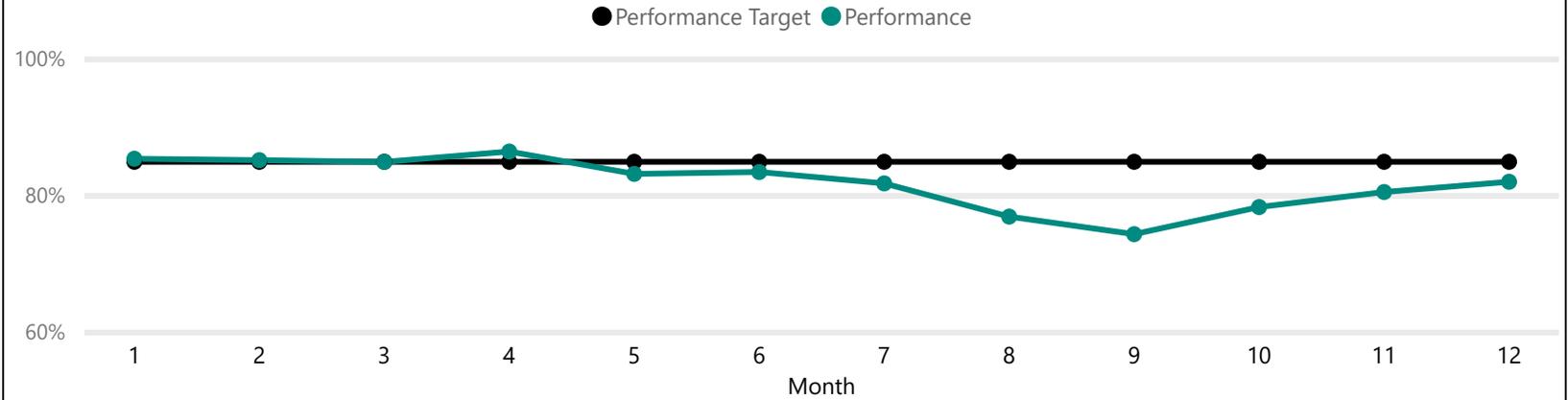
How dependable is our service ?

## On Time Performance

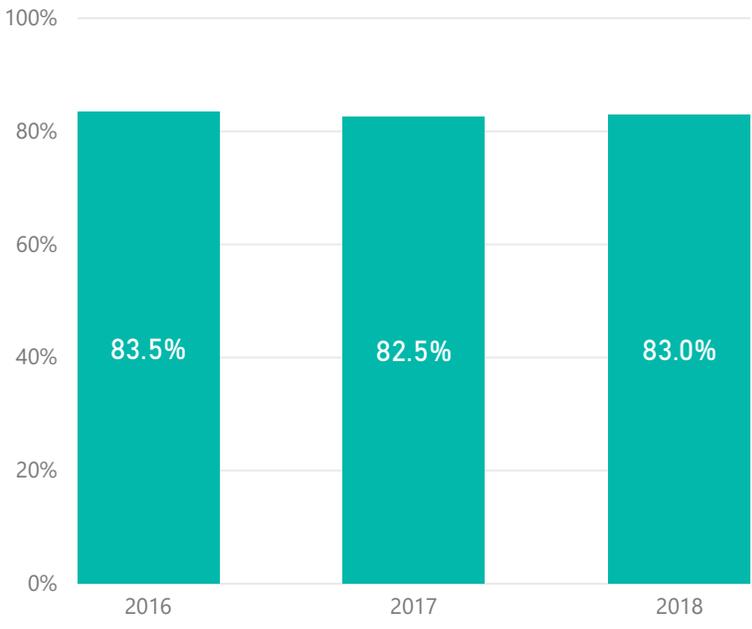
83.0%

SOURCE: DATA AS OF YEAR END 2018

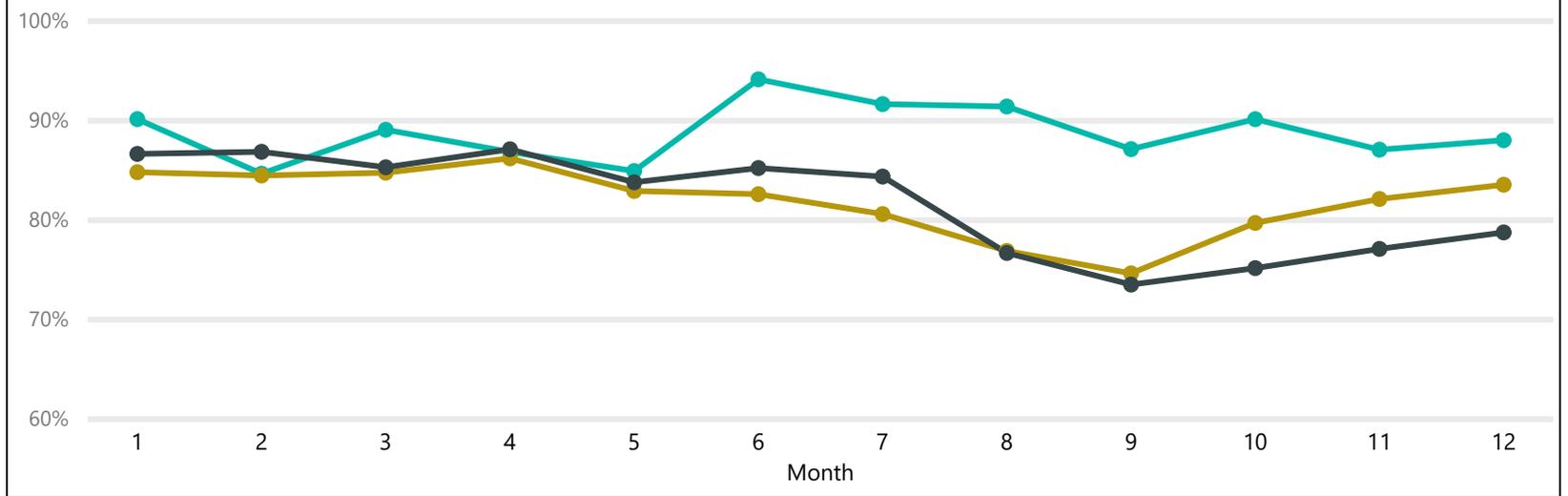
## On Time Performance by Month



## Avg. On Time Performance



## Route Type

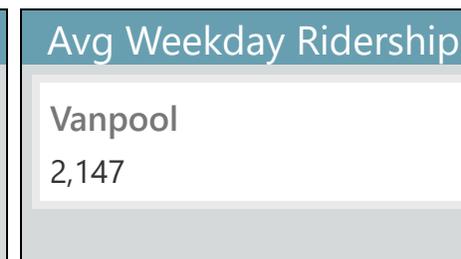
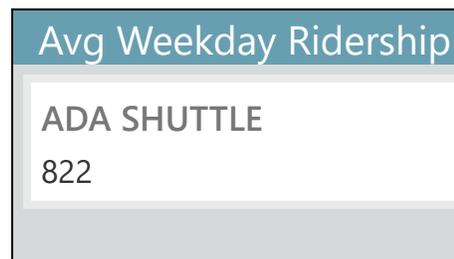
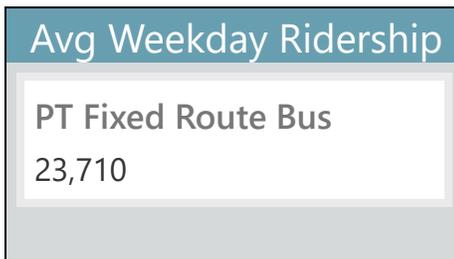
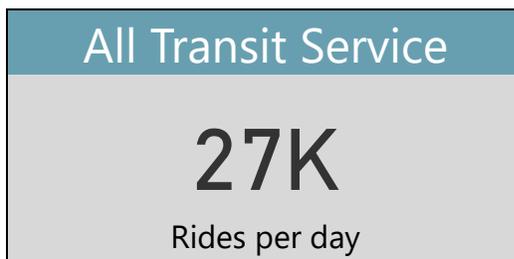


On Time Performance for Fixed Route Bus Service

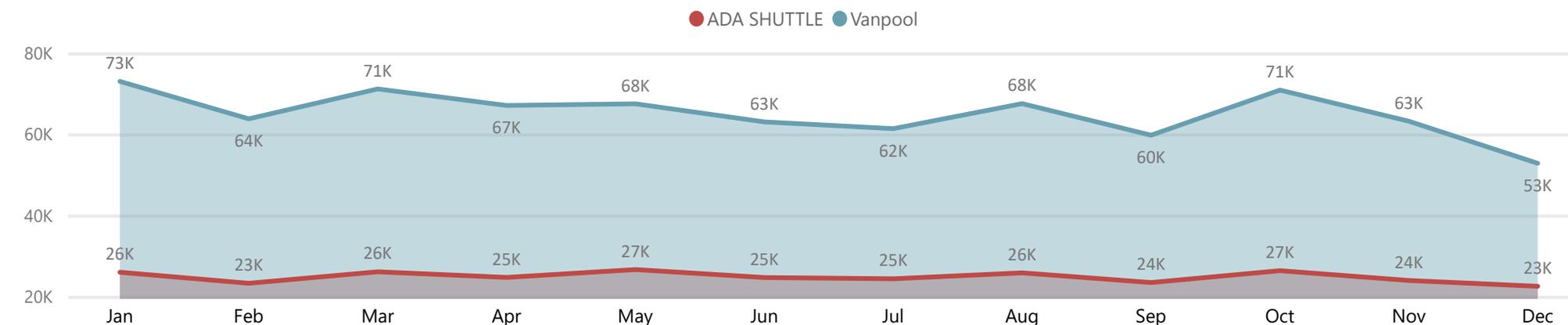
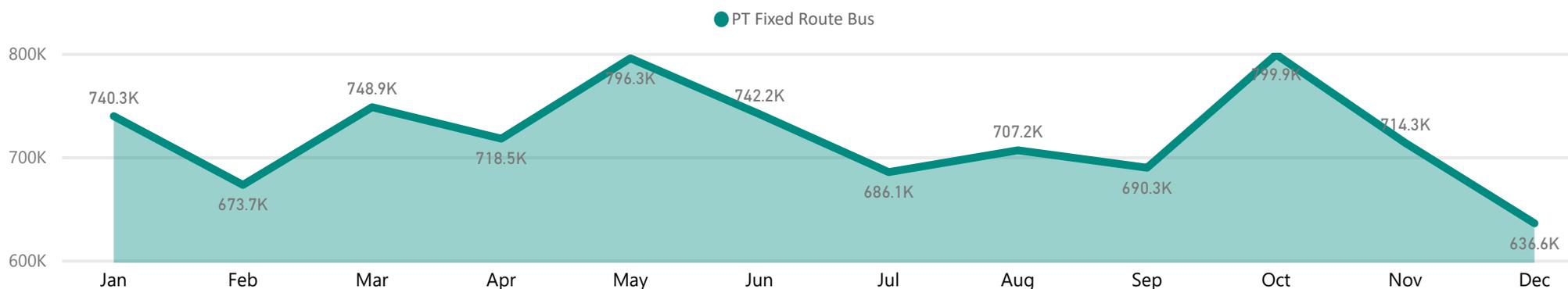


# RIDERSHIP

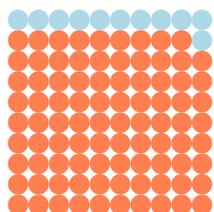
How many rides are taken on Pierce Transit services on an average weekday ?



## Ridership by Month

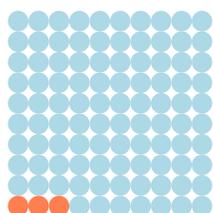


Percentage of Total Ridership Year to Date



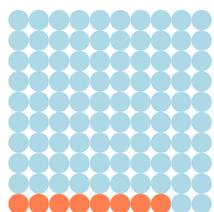
89%

PT Fixed Route Bus



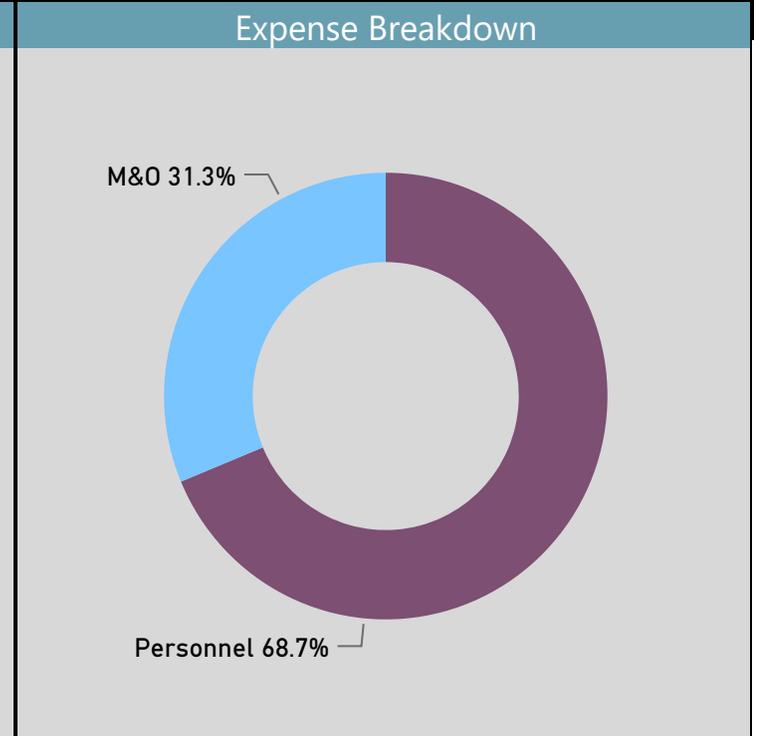
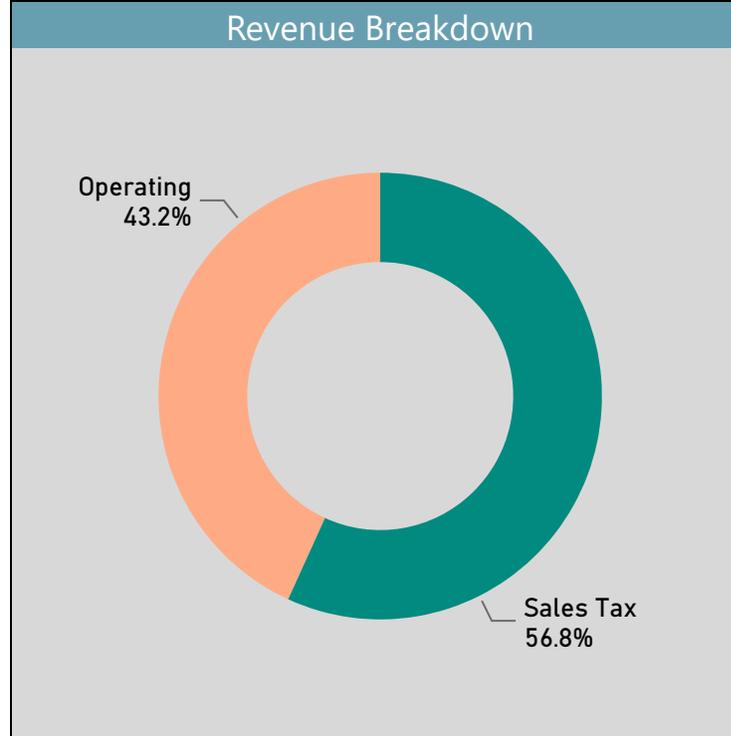
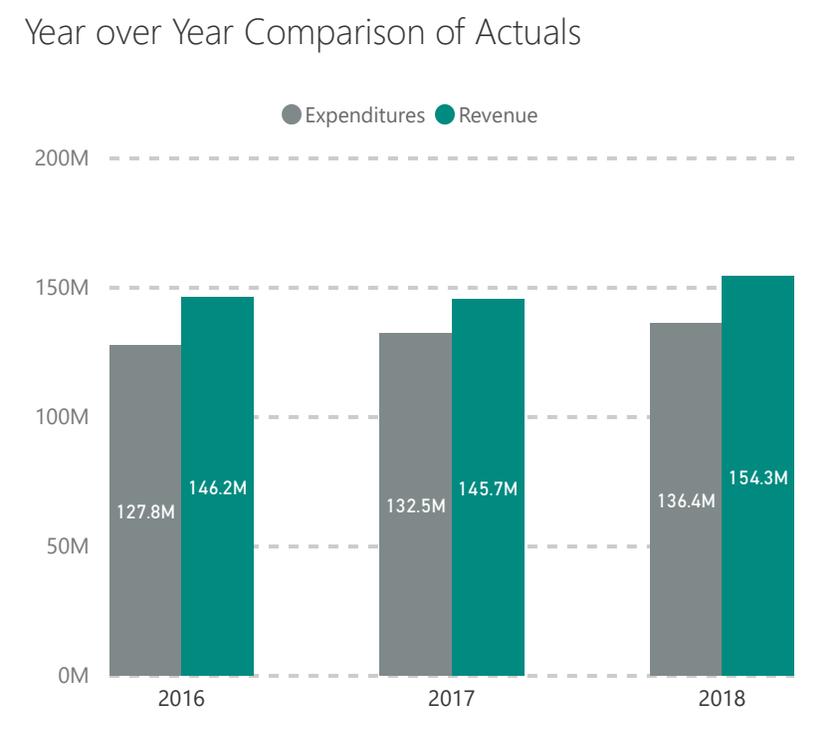
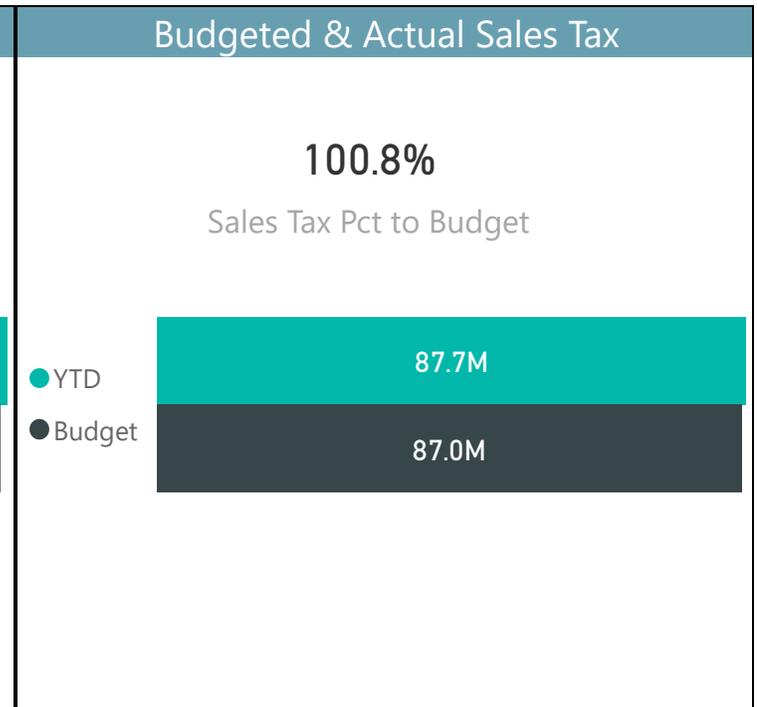
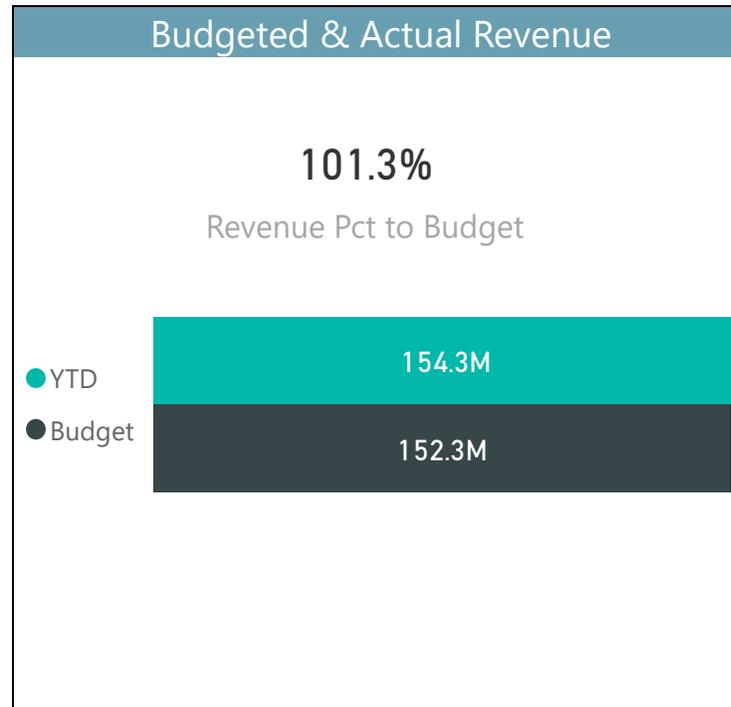
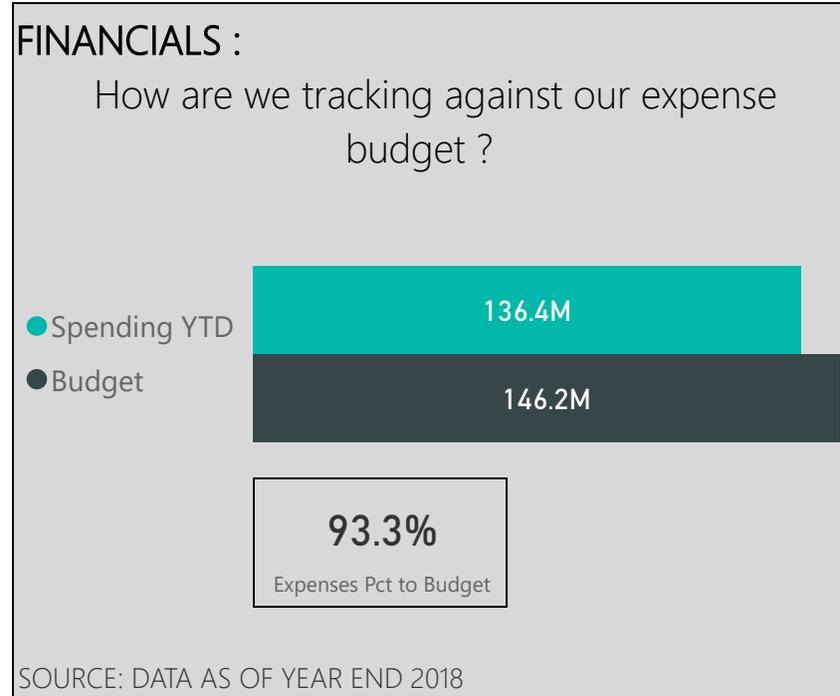
3%

ADA SHUTTLE



8%

Vanpool





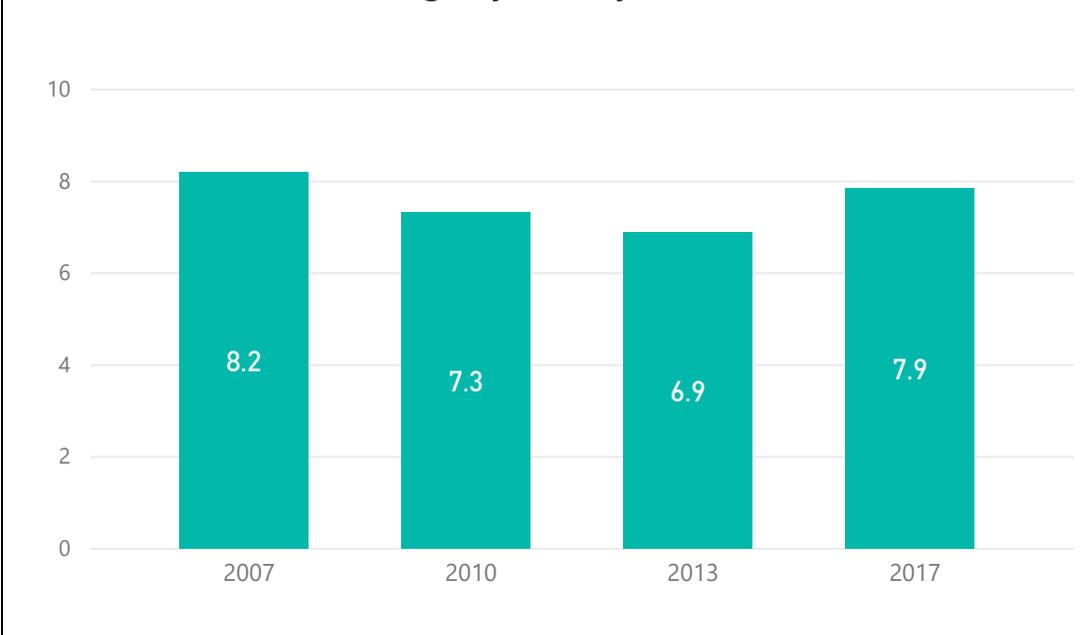
# CUSTOMER SATISFACTION :

How do you rate Pierce Transit ?

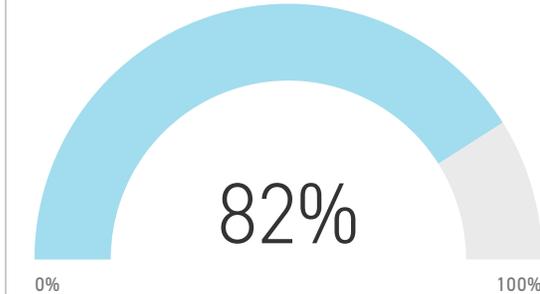


SOURCE: 2017 CUSTOMER SURVEY

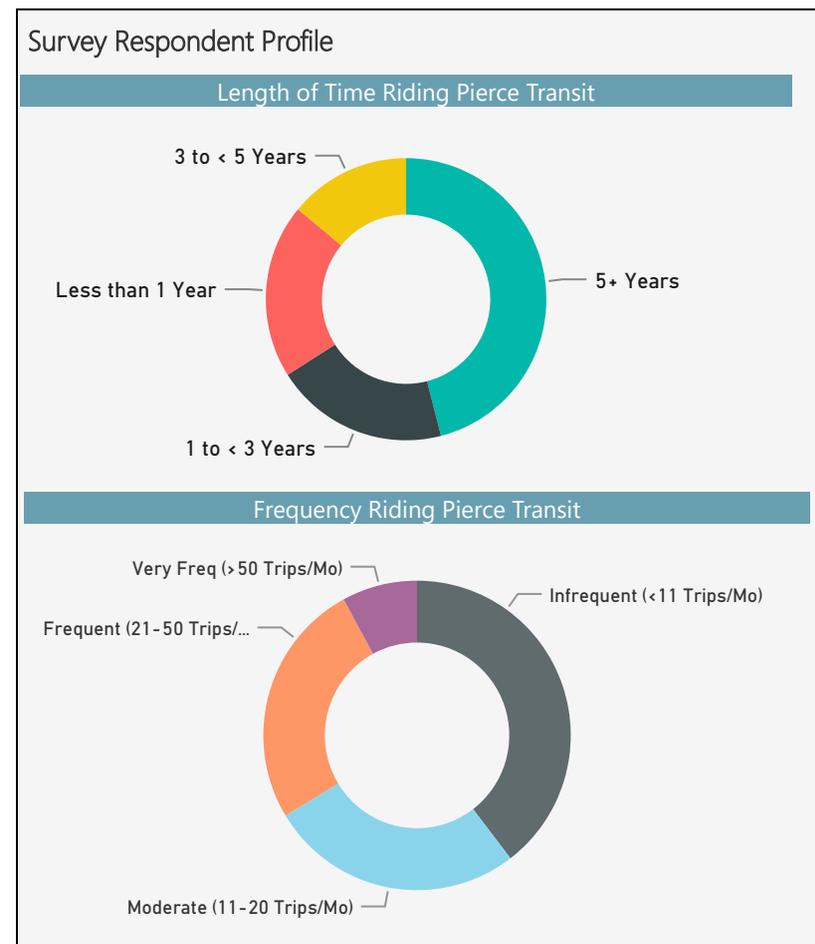
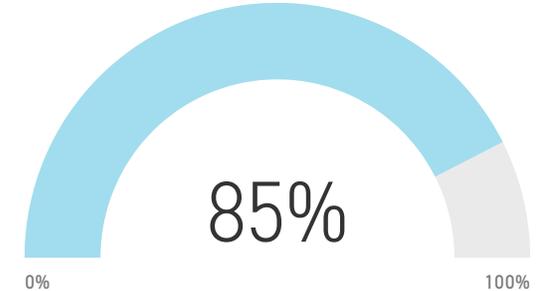
## Overall Satisfaction Ratings by Survey Year



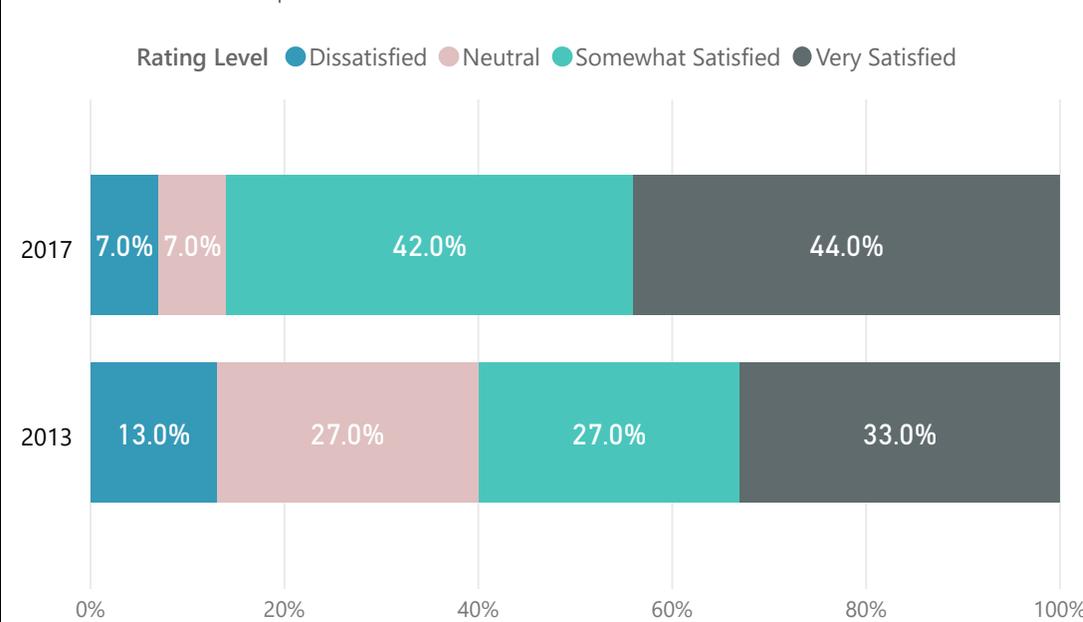
2017 Survey : Are you satisfied that Pierce Transit is headed in the right direction ?



2017 Survey : Do you think Pierce Transit provides a safe and secure environment?



## Year Over Year Comparison





# Pierce Transit



**Pierce  
Transit**

# **Employee Wellness Program**

524

**Samantha Einarson**  
**Lean and Change Management Administrator**

Pierce Transit

WASHINGTON  
C4313C

# Overview

- History
- WellCity Award
- 2019 Program



# History

- 20+ years
- 2010 Executive Order
- Budget Established 2015
- Healthy Roads Program



# WellCity Award

- Process
- Standard
- Participation
- Projected Savings/Costs



## 2020 WellCity Award Standards

and Roadmap to eWellCity



# 2019 Program

- Policy
- EAP Webinars
- Newsletters
- Activities/Challenges
- Safety and Wellness Day



# Questions?





# Consent Agenda

# MEMO

**TO: Board of Commissioners**  
**FROM: Brett Freshwaters, Executive Director of Finance/CFO**  
**Liz Passmore, Finance Manager**  
**DATE: 5/2/2019**

Information included in the agenda packet:

Operating Fund	- Fund # 10	TOTAL CASH AND INVESTMENT BALANCE AS OF 05/02/2019 \$87,372,433.32
Capital Fund	- Fund # 90	

Voucher numbers CK 368443 through CK 368928  
 Advance Travel Numbers CK 1401 through CK 1413  
 Wire numbers 2460 through 2482  
 Total \$ 14,637,494.61

Vouchers in Excess of \$50,000 are as follows:

**Operating Fund**

CHECK	VENDOR	ITEM/SERVICE	AMOUNT
CK 368462	GIRO INC	SUPP HASTUS 04/19-04/20	\$ 199,301.00
CK 368526	US BANK VOYAGER FLEET SYSTEMS	FUEL VANPOOL CLS DT 04/01/19	80,264.83
CK 368538	ASSOCIATED PETROLEUM	DIESEL USAGE	65,489.11
CK 368691	CONDUENT BUSINESS SERVICES LLC	SUPP CAD/AVL 2019	379,218.00
CK 368692	COST MANAGEMENT SERVICES INC	CNG USAGE 03/19	168,900.22
CK 368693	CUMMINS INC	MISC BUS INVENTORY PARTS	59,342.21
CK 368731	MULTICARE HEALTH SYSTEM	ADHE SVCS 03/19	63,241.50
CK 368796	ASSOCIATED PETROLEUM	DIESEL USAGE	205,485.71
CK 368798	ATU LOCAL 758 CORP	PP9 2019 EMP DED	50,576.38
CK 368877	PIERCE COUNTY	POLICING SVCS 04/19	341,037.00
CK 368891	SHI INTERNATIONAL CORP	SUPPSMARTNET 02/19-09/19	53,719.52
WIRE 002462	ICMA RETIREMENT	PP 8 2019 ICMA	223,676.66
WIRE 002463	GREAT WEST RETIREMENT	PP 8 2019 GW	89,124.58
WIRE 002470	SOUND TRANSIT	ST FAREBOX MARCH 2019	123,527.03
WIRE 002472	FIRST TRANSIT	FIRST TRANSIT MAR 19 SVC	507,219.00
WIRE 002473	AWC	AWC MEDICAL APRIL 19	1,193,482.40
WIRE 002474 *	U.S. BANK	GOOD TO GO CHARGES	69,688.01
WIRE 002475 *	WA ST DEPT OF REVENUE	B&O TAX MARCH 2019	5,339.79
WIRE 002477	ICMA RETIREMENT	PP 9 2019 ICMA	212,405.43
WIRE 002478	GREAT WEST RETIREMENT	PP 9 2019 GW	88,133.05
TOTAL EXPENSES OVER \$50,000.00:			\$ 4,179,171.43

**Capital Fund**

CHECK	VENDOR	ITEM/SERVICE	AMOUNT
WIRE 002467	GILLIG LLC	BUS 40' LF CNG 10143	\$ 8,260,701.15
WIRE 002471	HUITT-ZOLLARS INC.	EARLY WORK BMP 11/30/18	471,533.79
WIRE 002474 *	U.S. BANK	MISC BUSN EXPENSES	4,870.08
TOTAL EXPENSES OVER \$50,000.00:			\$ 8,737,105.02
<b>TOTAL VOUCHERS IN EXCESS OF \$50,000.00:</b>			<b>\$ 12,916,276.45</b>

\* Indicate payments that span funds. The total check amount is the sum of the fund amounts shown above.  
 Supporting invoices are in the Accounting office for reference.  
 Attached: Payment Registers

**Pierce Transit Board of Commissioners  
Payment Certification for 5/2/2019  
Payments 04/04/2019 through 04/30/2019  
Checks CK 368443 through CK 368928  
Advance Travel Checks CK 1401 through CK 1413  
Wires 2460 through 2482**

<b>CHECK</b>	<b>DATE</b>	<b>AMOUNT</b>	<b>VENDOR</b>	
CK368443	04/04/2019	\$ 48.69	ATLAS SUPPLY INC	
CK368444	04/04/2019	9,007.22	ATWORK! COMMERCIAL ENTERPRISES	
CK368445	04/04/2019	268.66	AT&T	
CK368446	04/04/2019	1,823.26	BEN'S CLEANER SALES INC	
CK368447	04/04/2019	2,124.30	CAR TOYS INC	
CK368448	04/04/2019	1,647.04	CITY OF TACOMA	
CK368449	04/04/2019	238.53	COMCAST	
CK368450	04/04/2019	88.56	COMCAST	
CK368451	04/04/2019	270.64	COMCAST	
CK368452	04/04/2019	13,762.88	CSCHED	
CK368453	04/04/2019	40,880.97	CUMMINS INC	
CK368454	04/04/2019	1,000.00	NORTHSOUND AUTO GROUP LLC	
CK368455	04/04/2019	30.38	ELEMENT 14	
CK368456	04/04/2019	154.92	FINISHMASTER, INC	
CK368457	04/04/2019	2,555.18	FLEET MOBILE LUBE-WASH INC	
CK368458	04/04/2019	1,058.29	FREIGHTLINER NORTHWEST PACIFIC	
CK368459	04/04/2019	724.72	GENES TOWING CORP	
CK368460	04/04/2019	7.82	GILCHRIST CHEVROLET	
CK368461	04/04/2019	4,171.99	GILLIG LLC	
<b>CK368462</b>	<b>04/04/2019</b>	<b>199,301.00</b>	<b>GIRO INC</b>	
CK368463	04/04/2019	1,093.52	GLOBAL TRAFFIC TECHNOLOGIES	
CK368464	04/04/2019	147.83	FRANK GOFINCH	
CK368465	04/04/2019	5,500.00	GORDON THOMAS HONEYWELL	
CK368466	04/04/2019	685.30	GRAINGER	
CK368467	04/04/2019	477.61	GRAYBAR ELECTRIC	
CK368468	04/04/2019	1,428.39	NANCY HENDERSON	
CK368469	04/04/2019	235.19	HERC RENTALS INC	
CK368470	04/04/2019	0.00	HUITT-ZOLLARS INC.	Voided
CK368471	04/04/2019	2,404.00	IWG TOWERS ASSETS I LLC	
CK368472	04/04/2019	164.10	THE JANEK CORPORATION	
CK368473	04/04/2019	13,832.00	KAMG DEVELOPMENT	
CK368474	04/04/2019	82.36	ROBERT JOHNSON	
CK368475	04/04/2019	15,922.32	KELLY SERVICES INC	
CK368476	04/04/2019	744.70	KORUM FORD	
CK368477	04/04/2019	38,923.30	CITY OF LAKEWOOD	
CK368478	04/04/2019	38.47	LARSEN SIGN COMPANY	
CK368479	04/04/2019	2,748.46	MALLORY SAFETY & SUPPLY LLC	
CK368480	04/04/2019	19,530.29	MB ELECTRIC LLC	
CK368481	04/04/2019	149.61	MINUTEMAN PRESS	
CK368482	04/04/2019	95.54	MOOD MEDIA	
CK368483	04/04/2019	2,302.50	MOSS ADAMS LLP	
CK368484	04/04/2019	586.71	ABC BUS COMPANIES	

CK368485	04/04/2019	1,090.00	NAVIA BENEFIT SOLUTIONS
CK368486	04/04/2019	32.35	NEOPART TRANSIT LLC
CK368487	04/04/2019	219.25	AMBER JANUSHESKE
CK368488	04/04/2019	35.25	KARRIE MCKENCHNIE
CK368489	04/04/2019	2,519.12	OPEN SQUARE
CK368490	04/04/2019	179.21	OUTFITTER SATELLITE INC
CK368491	04/04/2019	62.14	OWEN EQUIPMENT
CK368492	04/04/2019	41.90	O'REILLY AUTO PARTS
CK368493	04/04/2019	17,186.40	PACIFIC AIR CONTROL INC
CK368494	04/04/2019	305.68	PACIFIC POWER GROUP LLC
CK368495	04/04/2019	262.32	PACIFIC TORQUE LLC
CK368496	04/04/2019	21,894.88	PETROCARD SYSTEMS INC
CK368497	04/04/2019	1,671.51	PRINT NW
CK368498	04/04/2019	1,509.95	PROTERRA INC
CK368499	04/04/2019	1,400.00	PUBLIC SAFETY SELECTION, PC
CK368500	04/04/2019	288.84	PUGET SOUND ENERGY
CK368501	04/04/2019	234.28	REDDAWAY INC.
CK368502	04/04/2019	1,066.69	REFRIGERATION SUPPLY DIST
CK368503	04/04/2019	44.15	ROBBLEES TOTAL SECURITY INC
CK368504	04/04/2019	843.30	RPAI US MANAGEMENT LLC
CK368505	04/04/2019	496.02	CARON SANDERSON
CK368506	04/04/2019	204.06	SCHETKY NORTHWEST SALES INC
CK368507	04/04/2019	156.90	SEATTLE AUTOMOTIVE DIST.
CK368508	04/04/2019	30,190.77	SHI INTERNATIONAL CORP
CK368509	04/04/2019	3,566.51	SIMON AND COMPANY INC
CK368510	04/04/2019	63.08	DAVID SMITH
CK368511	04/04/2019	2,211.53	SNIDER ENERGY
CK368512	04/04/2019	373.36	SONITROL PACIFIC
CK368513	04/04/2019	186.78	SOUTH TACOMA GLASS
CK368514	04/04/2019	89.45	STANDARD PARTS CORP
CK368515	04/04/2019	917.80	STAPLES BUSINESS ADVANTAGE
CK368516	04/04/2019	4,457.69	TACOMA DODGE CHRYSLER JEEP
CK368517	04/04/2019	333.38	TACOMA SCREW
CK368518	04/04/2019	393.71	TERRYBERRY
CK368519	04/04/2019	16,763.48	THE AFTERMARKET PARTS CO LLC
CK368520	04/04/2019	235.91	THERMO KING NW INC
CK368521	04/04/2019	23.95	TIMCO INC
CK368522	04/04/2019	4,458.75	TRAPEZE SOFTWARE GROUP
CK368523	04/04/2019	3,570.11	UNIFIRST CORPORATION
CK368524	04/04/2019	150.00	UNIVERSAL LANGUAGE SERVI
CK368525	04/04/2019	1,386.56	VEHICLE MAINTENANCE PROGRAM
<b>CK368526</b>	<b>04/04/2019</b>	<b>80,264.83</b>	<b>US BANK VOYAGER FLEET SYSTEMS</b>
CK368527	04/04/2019	1,783.48	WA ST DEPT OF REVENUE
CK368528	04/04/2019	564.86	WESTERN FLUID COMPONENTS
CK368529	04/04/2019	1,553.49	WESTERN PETERBILT
CK368530	04/04/2019	231.41	WILLIAMS OIL FILTER
CK368531	04/04/2019	12,118.76	WJE ASSOCIATES INC
CK368532	04/04/2019	46,925.30	WSP USA, INC.
CK368533	04/04/2019	120.00	WSTA
CK368534	04/04/2019	545.67	WURTH USA INC
CK368535	04/11/2019	26,278.00	ACI CUSTODIAL INC

CK368536	04/11/2019	70.10	AIRGAS USA LLC
CK368537	04/11/2019	1,432.14	APOLLO VIDEO TECHNOLOGY
<b>CK368538</b>	<b>04/11/2019</b>	<b>65,489.11</b>	<b>ASSOCIATED PETROLEUM</b>
CK368539	04/11/2019	4,033.54	ATU LOCAL 758 CORP
CK368540	04/11/2019	25.98	AT&T
CK368541	04/11/2019	23.49	AUTO PLUS PARTS
CK368542	04/11/2019	589.60	AXLETECH INTERNATIONAL LLC
CK368543	04/11/2019	147.83	DENNIS M BEHM
CK368544	04/11/2019	79.65	BRAUN CORPORATION
CK368545	04/11/2019	121.65	RICK BUMGARNER
CK368546	04/11/2019	220.00	BUTTONMAKERS
CK368547	04/11/2019	103.50	CALIFORNIA STATE DISBURSEMENT
CK368548	04/11/2019	57.13	CENTURY LINK
CK368549	04/11/2019	68.96	CENTURY LINK
CK368550	04/11/2019	617.62	CENTURY LINK
CK368551	04/11/2019	883.60	CHAPTER 13 TRUSTEE
CK368552	04/11/2019	495.00	CHILD SUPPORT ENFORCEMEN
CK368553	04/11/2019	2,004.54	CIRCLE GRAPHICS, INC.
CK368554	04/11/2019	13,042.41	CITY OF FEDERAL WAY
CK368555	04/11/2019	1,777.03	CITY OF TACOMA
CK368556	04/11/2019	6,153.29	COLONIAL SUPPLEMENTAL LIFE
CK368557	04/11/2019	138.53	COMCAST
CK368558	04/11/2019	57.51	COMM ON POLITICAL EDUCATION
CK368559	04/11/2019	4,398.57	COMMERCIAL BRAKE & CLUTCH
CK368560	04/11/2019	1,848.11	COMPLETE COACH WORKS
CK368561	04/11/2019	1,732.50	CSCHED
CK368562	04/11/2019	14,521.76	CUMMINS INC
CK368563	04/11/2019	250.00	CYBERSOURCE CORP.
CK368564	04/11/2019	222.95	DATA SECURITY CORP
CK368565	04/11/2019	29,212.43	DCS TECHNOLOGIES, INC.
CK368566	04/11/2019	975.58	DM RECYCLING CO INC
CK368567	04/11/2019	234.04	DRIVELINES NW INC
CK368568	04/11/2019	180.00	DRUG FREE BUSINESS
CK368569	04/11/2019	75.00	DSHS
CK368570	04/11/2019	128.00	DARYL EIDINGER
CK368571	04/11/2019	1,765.44	ELTEC SYSTEMS LLC
CK368572	04/11/2019	4,260.85	EMERALD SERVICES, INC
CK368573	04/11/2019	4.47	FEDEX
CK368574	04/11/2019	1,247.68	FINISHMASTER, INC
CK368575	04/11/2019	50.00	FORMFOX, INC.
CK368576	04/11/2019	123.57	FRUITLAND MUTUAL WATER COMPANY
CK368577	04/11/2019	3,414.09	GALLS LLC
CK368578	04/11/2019	2,042.72	GENES TOWING CORP
CK368579	04/11/2019	6,851.40	GENFARE
CK368580	04/11/2019	504.94	CITY OF GIG HARBOR
CK368581	04/11/2019	240.27	GILCHRIST CHEVROLET
CK368582	04/11/2019	35,094.27	GILLIG LLC
CK368583	04/11/2019	1,146.38	GRAINGER
CK368584	04/11/2019	6,484.13	HAROLD LEMAY ENTERPRISES
CK368585	04/11/2019	128.00	NANCY HENDERSON
CK368586	04/11/2019	311.38	HOME DEPOT CREDIT SERVICES

CK368587	04/11/2019	830.25	IAM & AW
CK368588	04/11/2019	47.45	IDAHO CHILD SUPPORT RECEIPTING
CK368589	04/11/2019	870.00	UNITED STATES TREASURY
CK368590	04/11/2019	12.99	INTERWEST METALS INC
CK368591	04/11/2019	147.83	ROGER JENSEN
CK368592	04/11/2019	302.86	JOHNSTONE SUPPLY
CK368593	04/11/2019	2,208.00	KELLY SERVICES INC
CK368594	04/11/2019	30.58	KING COUNTY
CK368595	04/11/2019	3,898.05	KORUM FORD
CK368596	04/11/2019	817.01	LARSCO INC
CK368597	04/11/2019	169.50	LEMAY MOBILE SHREDDING
CK368598	04/11/2019	588.53	LOWE'S COMPANIES INC
CK368599	04/11/2019	13,883.49	MACHINISTS HEALTH &
CK368600	04/11/2019	1,180.69	MAILFINANCE
CK368601	04/11/2019	1,066.16	MALLORY SAFETY & SUPPLY LLC
CK368602	04/11/2019	1,518.46	MICHAEL G MALAIER
CK368603	04/11/2019	1,906.97	MOHAWK MFG & SUPPLY
CK368604	04/11/2019	40.97	MOUNTAIN MIST WATER
CK368605	04/11/2019	136.63	ABC BUS COMPANIES
CK368606	04/11/2019	3,000.00	NEOFUNDS
CK368607	04/11/2019	623.74	TACOMA NEWS INC
CK368608	04/11/2019	136.40	NH DEPT OF H & HS
CK368609	04/11/2019	1,744.60	NORTHWEST IAM BENEFIT TRUST
CK368610	04/11/2019	393.61	NYS CHILD SUPPORT
CK368611	04/11/2019	229.96	OFFICE DEPOT CORP
CK368612	04/11/2019	30.00	CRYSTAL MATTHEWS
CK368613	04/11/2019	1,656.61	OPEN SQUARE
CK368614	04/11/2019	98.54	O'REILLY AUTO PARTS
CK368615	04/11/2019	11,708.37	PACIFIC POWER GROUP LLC
CK368616	04/11/2019	17.47	PACIFIC WELDING SUPPLY INC
CK368617	04/11/2019	1,540.55	PARAMETRIX ENGINEERING
CK368618	04/11/2019	5,277.17	PIERCE COUNTY SEWER
CK368619	04/11/2019	165.16	PREVOST CAR (US), INC.
CK368620	04/11/2019	1,750.01	PRINT NW
CK368621	04/11/2019	193.96	PTBA PETTY CASH
CK368622	04/11/2019	1,616.00	QGAC INC
CK368623	04/11/2019	191.43	QUALITY PRESS
CK368624	04/11/2019	16.86	REFRIGERATION SUPPLY DIST
CK368625	04/11/2019	3,895.13	REX PEGG FABRICS INC
CK368626	04/11/2019	34.88	RIGHT WAY SPRING
CK368627	04/11/2019	198.63	SCHETKY NORTHWEST SALES INC
CK368628	04/11/2019	1,010.66	SEATTLE AUTOMOTIVE DIST.
CK368629	04/11/2019	111.82	SHI INTERNATIONAL CORP
CK368630	04/11/2019	1,430.62	SIRENNET.COM
CK368631	04/11/2019	8,207.03	SMS CLEANING INC
CK368632	04/11/2019	373.56	SOUTH TACOMA GLASS
CK368633	04/11/2019	359.15	STANDARD PARTS CORP
CK368634	04/11/2019	312.26	STAPLES BUSINESS ADVANTAGE
CK368635	04/11/2019	26.82	DARIN L. STAVISH
CK368636	04/11/2019	2,336.98	TACOMA DODGE CHRYSLER JEEP
CK368637	04/11/2019	1,189.82	TACOMA SCREW

CK368638	04/11/2019	258.27	TACOMA SPEEDOMETER
CK368639	04/11/2019	140.37	TAPESWITCH CORP
CK368640	04/11/2019	123.60	JEROME TAVARES
CK368641	04/11/2019	1,232.70	TECHNICAL SECURITY INTEGRATION
CK368642	04/11/2019	105.70	TERMINIX PROCESSING CENTER
CK368643	04/11/2019	176.16	TERMINIX PROCESSING CENTER
CK368644	04/11/2019	105.70	TERMINIX PROCESSING CENTER
CK368645	04/11/2019	73.63	TERMINIX PROCESSING CENTER
CK368646	04/11/2019	36,782.95	THE AFTERMARKET PARTS CO LLC
CK368647	04/11/2019	431.80	THERMO KING NW INC
CK368648	04/11/2019	187.24	TRANSLITE ENTERPRISES
CK368649	04/11/2019	335.00	TX CHILD SUPPORT SDU
CK368650	04/11/2019	3,475.92	UNIFIRST CORPORATION
CK368651	04/11/2019	755.00	UNITED WAY OF PIERCE COUNTY
CK368652	04/11/2019	290.55	US DEPT OF EDUCATION
CK368653	04/11/2019	6,633.39	VEHICLE INSPECTION SYSTEMS
CK368654	04/11/2019	1,209.96	VEHICLE MAINTENANCE PROGRAM
CK368655	04/11/2019	2,070.19	VIX TECHNOLOGY USA INC
CK368656	04/11/2019	248.00	WA ST DEPT OF LICENSING
CK368657	04/11/2019	679.25	WA ST DEPT OF LICENSING
CK368658	04/11/2019	223.62	WALTER E. NELSON CO.
CK368659	04/11/2019	1,596.08	WAXIE SANITARY SUPPLY
CK368660	04/11/2019	313.39	WESTERN FLUID COMPONENTS
CK368661	04/11/2019	1,256.52	WESTERN PETERBILT
CK368662	04/11/2019	322.87	WILLIAMS OIL FILTER
CK368663	04/18/2019	59.69	AGRISHOP ACE TACOMA
CK368664	04/18/2019	1,574.30	ALLSTREAM
CK368665	04/18/2019	206.28	ALLSTREAM
CK368666	04/18/2019	9,325.57	AMAZON.COM
CK368667	04/18/2019	148.71	AMB TOOLS & EQUIPMENT
CK368668	04/18/2019	9,493.54	ARTICULATE GLOBAL INC
CK368669	04/18/2019	38.85	JO ANN ARTIS
CK368670	04/18/2019	1,010.00	ASSET CONTROL
CK368671	04/18/2019	904.26	ASSOCIATED PETROLEUM
CK368672	04/18/2019	165.47	AT&T
CK368673	04/18/2019	117.95	AT&T
CK368674	04/18/2019	26.86	AT&T
CK368675	04/18/2019	79.65	BRAUN CORPORATION
CK368676	04/18/2019	6,740.62	BRIDGESTONE AMERICA
CK368677	04/18/2019	35,071.40	CDW GOVERNMENT INC
CK368678	04/18/2019	7,220.93	CENTURY LINK
CK368679	04/18/2019	637.76	CINTAS FAS LOCKBOX 636525
CK368680	04/18/2019	219.25	CITY OF TACOMA
CK368681	04/18/2019	1,250.00	CITY TREASURER
CK368682	04/18/2019	4,156.25	CLARK CONCEPTS LLC
CK368683	04/18/2019	47.02	CLF WAREHOUSE
CK368684	04/18/2019	153.53	COMCAST
CK368685	04/18/2019	155.55	COMCAST
CK368686	04/18/2019	88.53	COMCAST
CK368687	04/18/2019	9,326.41	COMCAST
CK368688	04/18/2019	9,136.66	COMCAST

CK368689	04/18/2019	316.58	COMMERCIAL BRAKE & CLUTCH
CK368690	04/18/2019	435.59	COMMUNITY TRANSIT
<b>CK368691</b>	<b>04/18/2019</b>	<b>379,218.00</b>	<b>CONDUENT BUSINESS SERVICES LLC</b>
<b>CK368692</b>	<b>04/18/2019</b>	<b>168,900.22</b>	<b>COST MANAGEMENT SERVICES INC</b>
<b>CK368693</b>	<b>04/18/2019</b>	<b>59,342.21</b>	<b>CUMMINS INC</b>
CK368694	04/18/2019	187.20	DAILY JOURNAL OF COMMERCE INC
CK368695	04/18/2019	89.00	DISH
CK368696	04/18/2019	2,004.84	DOWNS ENTERPRISES, INC
CK368697	04/18/2019	237.36	DRIVELINES NW INC
CK368698	04/18/2019	785.44	ECOLIGHTS NORTHWEST
CK368699	04/18/2019	147.83	JASON EDWARDS
CK368700	04/18/2019	156.89	FERGUSON
CK368701	04/18/2019	2,835.43	FLEET MOBILE LUBE-WASH INC
CK368702	04/18/2019	8,258.47	GALLS LLC
CK368703	04/18/2019	544.04	GC PIVOTAL LLC
CK368704	04/18/2019	1,071.22	GC PIVOTAL LLC
CK368705	04/18/2019	544.04	GC PIVOTAL LLC
CK368706	04/18/2019	1,198.59	GENES TOWING CORP
CK368707	04/18/2019	21.54	GENFARE
CK368708	04/18/2019	248.06	GILCHRIST CHEVROLET
CK368709	04/18/2019	29,299.45	GILLIG LLC
CK368710	04/18/2019	3,150.08	GRAINGER
CK368711	04/18/2019	19.67	GUARDIAN SECURITY GROUP INC
CK368712	04/18/2019	147.83	DANIEL GUY
CK368713	04/18/2019	971.52	HIGH LINE SOFTWARE INC
CK368714	04/18/2019	7.63	HI-STRENGTH BOLT
CK368715	04/18/2019	1,060.76	HOLMES DISTRIBUTING
CK368716	04/18/2019	10,820.09	HUITT-ZOLLARS INC.
CK368717	04/18/2019	790.80	INSPIRED RESULTS
CK368718	04/18/2019	4,396.00	THE JANEK CORPORATION
CK368719	04/18/2019	619.79	JOHNSON CONTROLS
CK368720	04/18/2019	1,269.60	KELLY SERVICES INC
CK368721	04/18/2019	54.88	KLEEN BLAST
CK368722	04/18/2019	232.83	KORUM FORD
CK368723	04/18/2019	192.33	LARSEN SIGN COMPANY
CK368724	04/18/2019	720.88	LEGEND ID
CK368725	04/18/2019	3,185.93	LEVEL 3 COMMUNICATIONS LLC
CK368726	04/18/2019	3,439.90	LEVEL 3 COMMUNICATIONS LLC
CK368727	04/18/2019	5,793.88	LYFT INC
CK368728	04/18/2019	1,932.99	MALLORY SAFETY & SUPPLY LLC
CK368729	04/18/2019	301.03	MCGUIRE BEARING CO
CK368730	04/18/2019	1,089.13	MOHAWK MFG & SUPPLY
<b>CK368731</b>	<b>04/18/2019</b>	<b>63,241.50</b>	<b>MULTICARE HEALTH SYSTEM</b>
CK368732	04/18/2019	1,473.00	MULTICARE CENTERS OF OCC
CK368733	04/18/2019	415.34	ABC BUS COMPANIES
CK368734	04/18/2019	16,218.00	NATIONAL CINEMEDIA LLC
CK368735	04/18/2019	1,254.22	NEOPART TRANSIT LLC
CK368736	04/18/2019	86.18	OFFICE DEPOT CORP
CK368737	04/18/2019	50.00	KAREN STRAUB
CK368738	04/18/2019	52.39	O'REILLY AUTO PARTS
CK368739	04/18/2019	24,661.79	PACIFIC POWER GROUP LLC

CK368740	04/18/2019	3,236.22	PACIFIC TORQUE LLC	
CK368741	04/18/2019	140.35	PACIFIC WELDING SUPPLY INC	
CK368742	04/18/2019	3,010.00	PACIFICA LAW GROUP	
CK368743	04/18/2019	5,504.85	PANDORA MEDIA INC	
CK368744	04/18/2019	437.01	PENINSULA LIGHT	
CK368745	04/18/2019	2,411.37	PEOPLEFLUENT INC	
CK368746	04/18/2019	23,350.28	PETROCARD SYSTEMS INC	
CK368747	04/18/2019	15,999.00	PHOTOSHELTER	
CK368748	04/18/2019	112.40	PIERCE COUNTY RECYCLING LLC	
CK368749	04/18/2019	315.21	PLATT ELECTRIC SUPPLY	
CK368750	04/18/2019	530.02	PRINT NW	
CK368751	04/18/2019	436.29	PROTECTION 1 / ADT	
CK368752	04/18/2019	32,267.97	PUGET SOUND ENERGY	
CK368753	04/18/2019	1,612.37	PUGET SOUND COLLECTIONS, INC	
CK368754	04/18/2019	3,973.00	QGAC INC	
CK368755	04/18/2019	3,963.11	R E AUTO ELECTRIC	
CK368756	04/18/2019	426.66	RED WING BUSINESS ADVANTAGE	
CK368757	04/18/2019	177.05	ROBBLEES TOTAL SECURITY INC	
CK368758	04/18/2019	216.25	SEATTLE AUTOMOTIVE DIST.	
CK368759	04/18/2019	19,000.00	SEGAL WATERS CONSULTING	
CK368760	04/18/2019	229.96	IAN SHAY	
CK368761	04/18/2019	509.00	ROBERT G. MUSTAIN	
CK368762	04/18/2019	504.45	SNIDER ENERGY	
CK368763	04/18/2019	28,374.48	SOUTH HILL MALL	
CK368764	04/18/2019	653.36	SOUTH TACOMA GLASS	
CK368765	04/18/2019	171.44	SPENCER AIRCRAFT	
CK368766	04/18/2019	268.13	STANDARD PARTS CORP	
CK368767	04/18/2019	1,618.11	STAPLES BUSINESS ADVANTAGE	
CK368768	04/18/2019	102.25	STELLAR INDUSTRIAL	
CK368769	04/18/2019	3,685.00	SUMMIT LAW GROUP PLLC	
CK368770	04/18/2019	100.90	TACOMA DAILY INDEX	
CK368771	04/18/2019	125.38	TACOMA DODGE CHRYSLER JEEP	
CK368772	04/18/2019	26.42	TACOMA RUBBER STAMP & MARKING	
CK368773	04/18/2019	1,409.24	TACOMA SCREW	
CK368774	04/18/2019	998.85	TACOMA TROPHY	
CK368775	04/18/2019	15,695.45	TECHNICAL SECURITY INTEGRATION	
CK368776	04/18/2019	0.00	TERMINIX PROCESSING CENTER	Voided
CK368777	04/18/2019	42,956.20	THE AFTERMARKET PARTS CO LLC	
CK368778	04/18/2019	389.72	THE VERNON COMPANY	
CK368779	04/18/2019	179.75	THERMO KING NW INC	
CK368780	04/18/2019	329.70	THOMSON REUTERS-WEST	
CK368781	04/18/2019	2,382.10	TINY'S TIRE	
CK368782	04/18/2019	65.48	UNIFIRST CORPORATION	
CK368783	04/18/2019	146.00	UNITED SITE SERVICES	
CK368784	04/18/2019	5,181.87	VIX TECHNOLOGY USA INC	
CK368785	04/18/2019	25.00	WA ST DEPT OF RETIREMENT SYSTE	
CK368786	04/18/2019	1,402.94	WAXIE SANITARY SUPPLY	
CK368787	04/18/2019	1,317.70	WESMAR	
CK368788	04/18/2019	6,595.00	WEST COAST PUBLISHING	
CK368789	04/18/2019	106.77	WESTERN FLUID COMPONENTS	
CK368790	04/18/2019	2,539.16	WESTERN PETERBILT	

CK368791	04/18/2019	20.07	WILLIAMS OIL FILTER
CK368792	04/18/2019	420.00	WSTA
CK368793	04/25/2019	1,301.86	20/10 PRODUCTS, INC
CK368794	04/25/2019	500.67	AMERICAN DRIVING RECORDS
CK368795	04/25/2019	201.14	APOLLO VIDEO TECHNOLOGY
<b>CK368796</b>	<b>04/25/2019</b>	<b>205,485.71</b>	<b>ASSOCIATED PETROLEUM</b>
CK368797	04/25/2019	72.80	ATLAS SUPPLY INC
<b>CK368798</b>	<b>04/25/2019</b>	<b>50,576.38</b>	<b>ATU LOCAL 758 CORP</b>
CK368799	04/25/2019	703.27	AUTO PLUS PARTS
CK368800	04/25/2019	11,762.20	AWC
CK368801	04/25/2019	51.04	CHRISTINE BARRY
CK368802	04/25/2019	286.43	BATTERY SYSTEMS INC
CK368803	04/25/2019	58.08	BLANCHARD AUTO ELECTRIC CO
CK368804	04/25/2019	128.94	SOUND UNIFORM SOLUTIONS
CK368805	04/25/2019	180.90	BRAUN CORPORATION
CK368806	04/25/2019	95.89	BUNCE RENTALS INC
CK368807	04/25/2019	103.50	CALIFORNIA STATE DISBURSEMENT
CK368808	04/25/2019	1,213.60	CHAPTER 13 TRUSTEE
CK368809	04/25/2019	495.00	CHILD SUPPORT ENFORCEMEN
CK368810	04/25/2019	24,695.06	CITY OF FEDERAL WAY
CK368811	04/25/2019	4,659.89	CITY OF TACOMA
CK368812	04/25/2019	153.12	AMY CLEVELAND
CK368813	04/25/2019	288.11	CLF WAREHOUSE
CK368814	04/25/2019	88.53	COMCAST
CK368815	04/25/2019	148.56	COMCAST
CK368816	04/25/2019	148.53	COMCAST
CK368817	04/25/2019	1,482.33	COMMERCIAL BRAKE & CLUTCH
CK368818	04/25/2019	1,078.92	CTS
CK368819	04/25/2019	38,306.87	CUMMINS INC
CK368820	04/25/2019	97.00	SUSAN DREIER
CK368821	04/25/2019	75.00	DSHS
CK368822	04/25/2019	1,460.00	EASTER SEALS WASHINGTON
CK368823	04/25/2019	96.92	EUGENE KAUL
CK368824	04/25/2019	20.10	FEDEX
CK368825	04/25/2019	4,588.69	FINISHMASTER, INC
CK368826	04/25/2019	2,909.60	FLEET MOBILE LUBE-WASH INC
CK368827	04/25/2019	45.71	FREIGHTLINER NORTHWEST PACIFIC
CK368828	04/25/2019	637.89	GALLS LLC
CK368829	04/25/2019	609.51	GARDA CL WEST
CK368830	04/25/2019	1,755.40	GENES TOWING CORP
CK368831	04/25/2019	652.76	GENFARE
CK368832	04/25/2019	618.05	GILCHRIST CHEVROLET
CK368833	04/25/2019	28,610.03	GILLIG LLC
CK368834	04/25/2019	921.49	GRAINGER
CK368835	04/25/2019	1,748.48	GRAY & OSBORNE, INC.
CK368836	04/25/2019	297.64	HARBOR FREIGHT TOOLS USA INC
CK368837	04/25/2019	127.28	ROB HARRINGTON
CK368838	04/25/2019	4,291.00	HIGH LINE SOFTWARE INC
CK368839	04/25/2019	45.47	HI-STRENGTH BOLT
CK368840	04/25/2019	23.50	IAM & AW
CK368841	04/25/2019	47.45	IDAHO CHILD SUPPORT RECEIPTING

CK368842	04/25/2019	66.13	INSTRUMENTS SALES & SVC INC
CK368843	04/25/2019	1,837.64	INTELLICORP RECORDS INC
CK368844	04/25/2019	870.00	UNITED STATES TREASURY
CK368845	04/25/2019	194.61	JOHNSON CONTROLS
CK368846	04/25/2019	2,223.68	KELLY SERVICES INC
CK368847	04/25/2019	3,420.68	KING COUNTY FINANCE
CK368848	04/25/2019	72.45	K-D-L HARDWARE SUPPLY INC
CK368849	04/25/2019	4,645.21	LAKEWOOD WATER DISTRICT
CK368850	04/25/2019	38,192.49	CITY OF LAKEWOOD
CK368851	04/25/2019	45.70	LARSCO INC
CK368852	04/25/2019	395.64	LARSEN SIGN COMPANY
CK368853	04/25/2019	47.00	KEVIN LEGGETT
CK368854	04/25/2019	2,190.80	BALL CHAIN MANUFACTURING
CK368855	04/25/2019	1,994.69	MALLORY SAFETY & SUPPLY LLC
CK368856	04/25/2019	1,295.90	MATERIALS TESTING & CONSULTING
CK368857	04/25/2019	321.97	MB ELECTRIC LLC
CK368858	04/25/2019	1,518.46	MICHAEL G MALAIER
CK368859	04/25/2019	577.93	MINUTEMAN PRESS
CK368860	04/25/2019	263.30	MOHAWK MFG & SUPPLY
CK368861	04/25/2019	2.79	ABC BUS COMPANIES
CK368862	04/25/2019	317.61	NELSON TRUCK
CK368863	04/25/2019	136.40	NH DEPT OF H & HS
CK368864	04/25/2019	671.77	NORTHWEST PUMP & EQUIPMENT CO
CK368865	04/25/2019	393.61	NYS CHILD SUPPORT
CK368866	04/25/2019	107.15	OFFICE DEPOT CORP
CK368867	04/25/2019	90.00	BRENDA BROWN
CK368868	04/25/2019	65.65	CLIFF SCHULMAN
CK368869	04/25/2019	178.20	OUTFITTER SATELLITE INC
CK368870	04/25/2019	1,909.60	PACIFIC AIR CONTROL INC
CK368871	04/25/2019	25,422.00	PACIFIC POWER GROUP LLC
CK368872	04/25/2019	361.16	PACIFIC TORQUE LLC
CK368873	04/25/2019	348.55	PARKLAND LIGHT & WATER CO
CK368874	04/25/2019	48.84	PART WORKS INC
CK368875	04/25/2019	387.02	PENINSULA LIGHT
CK368876	04/25/2019	23,809.77	PETROCARD SYSTEMS INC
<b>CK368877</b>	<b>04/25/2019</b>	<b>341,037.00</b>	<b>PIERCE COUNTY</b>
CK368878	04/25/2019	21.62	PIERCE COUNTY SEWER
CK368879	04/25/2019	37.31	PLATT ELECTRIC SUPPLY
CK368880	04/25/2019	3,068.89	PRINT NW
CK368881	04/25/2019	165.03	PROTERRA INC
CK368882	04/25/2019	426.27	PUGET SOUND ENERGY
CK368883	04/25/2019	600.00	Q & A POLYGRAPH SERVICES
CK368884	04/25/2019	1,750.19	QUALITY PRESS
CK368885	04/25/2019	1,839.10	R E AUTO ELECTRIC
CK368886	04/25/2019	278.83	RED WING BUSINESS ADVANTAGE
CK368887	04/25/2019	105.50	REX PEGG FABRICS INC
CK368888	04/25/2019	34.38	ROBBLEES TOTAL SECURITY INC
CK368889	04/25/2019	843.30	RPAI US MANAGEMENT LLC
CK368890	04/25/2019	56.93	SEATTLE AUTOMOTIVE DIST.
<b>CK368891</b>	<b>04/25/2019</b>	<b>53,719.52</b>	<b>SHI INTERNATIONAL CORP</b>
CK368892	04/25/2019	8,969.72	STEMPER ARCHITECTURE COLLABORA

CK368893	04/25/2019	3,587.92	SNIDER ENERGY	
CK368894	04/25/2019	500.00	SOURCE PANEL	
CK368895	04/25/2019	10,070.00	SOUTH SOUND 911	
CK368896	04/25/2019	373.06	SOUTH TACOMA GLASS	
CK368897	04/25/2019	331.84	STANDARD PARTS CORP	
CK368898	04/25/2019	849.85	STAPLES BUSINESS ADVANTAGE	
CK368899	04/25/2019	460.09	DARIN L. STAVISH	
CK368900	04/25/2019	316.92	STERICYCLE	
CK368901	04/25/2019	4,585.31	TACOMA COMMUNITY COLLEGE	
CK368902	04/25/2019	4,512.70	TACOMA DODGE CHRYSLER JEEP	
CK368903	04/25/2019	4,420.42	TACOMA MALL PARTNERSHIP	
CK368904	04/25/2019	65.40	TACOMA RUBBER STAMP & MARKING	
CK368905	04/25/2019	835.11	TACOMA SCREW	
CK368906	04/25/2019	35,352.41	THE AFTERMARKET PARTS CO LLC	
CK368907	04/25/2019	1,091.73	THERMO KING NW INC	
CK368908	04/25/2019	4,935.16	TINY'S TIRE	
CK368909	04/25/2019	9.50	TITUS-WILL TOYOTA	
CK368910	04/25/2019	68.88	TRANSLITE ENTERPRISES	
CK368911	04/25/2019	335.00	TX CHILD SUPPORT SDU	
CK368912	04/25/2019	3,591.12	UNIFIRST CORPORATION	
CK368913	04/25/2019	755.00	UNITED WAY OF PIERCE COUNTY	
CK368914	04/25/2019	2,016.00	UNITED SITE SERVICES	
CK368915	04/25/2019	445.74	US DEPT OF EDUCATION	
CK368916	04/25/2019	3,737.18	VEHICLE MAINTENANCE PROGRAM	
CK368917	04/25/2019	12,973.65	VERIZON WIRELESS	
CK368918	04/25/2019	911.48	VERIZON WIRELESS	
CK368919	04/25/2019	7,111.45	VERIZON WIRELESS	
CK368920	04/25/2019	3,311.49	VERIZON WIRELESS	
CK368921	04/25/2019	3,032.00	VIRICITI	
CK368922	04/25/2019	11,216.81	WA ST AUDITOR	
CK368923	04/25/2019	4,009.93	WESTERN PETERBILT	
CK368924	04/25/2019	120.32	WILLIAMS OIL FILTER	
CK368925	04/25/2019	150.00	WSTA	
CK368926	04/25/2019	133.14	WURTH USA INC	
CK368927	04/25/2019	4,409.81	XEROX FINANCIAL SERVICES	
CK368928	04/30/2019	2,189.81	PATRICK BLANKENSHIP	
ATCK001401	04/04/2019	124.00	KELVIN BERRING	
ATCK001402	04/04/2019	235.00	SUSAN DREIER	
ATCK001403	04/04/2019	124.00	KIM GRIMES	
ATCK001404	04/04/2019	250.00	ROB HARRINGTON	
ATCK001405	04/04/2019	113.00	KAREN HENDERSON	
ATCK001406	04/04/2019	124.00	CATHERINE D. JONES	
ATCK001407	04/04/2019	124.00	TIM RENFRO	
ATCK001408	04/04/2019	0.00	CHERRY THOMAS	Voided
ATCK001409	04/04/2019	124.00	DEVORAH ZELLER	
ATCK001410	04/22/2019	880.00	DANNY DORSEY	
ATCK001411	04/22/2019	165.00	IAN SHAY	
ATCK001412	04/22/2019	605.00	JEROME TAVARES	
ATCK001413	04/30/2019	159.00	KRISTINE DUPILLE	
WIRE 002460	04/08/2019	2,694.67	SOUND TRANSIT	
WIRE 002461	04/12/2019	15,765.29	NAVIA BENEFIT SOLUTIONS	

<b>WIRE 002462</b>	<b>04/12/2019</b>	<b>223,676.66</b>	<b>ICMA RETIREMENT</b>
<b>WIRE 002463</b>	<b>04/12/2019</b>	<b>89,124.58</b>	<b>GREAT WEST RETIREMENT</b>
WIRE 002464	04/12/2019	1,410.19	GREAT WEST RETIREMENT
WIRE 002465	04/12/2019	4,874.36	TACOMA EMPLOYEES RETIREMENT SY
WIRE 002466	04/12/2019	6,644.16	WA ST CHILD SUPPORT REGISTRY
<b>WIRE 002467</b>	<b>04/16/2019</b>	<b>8,260,701.15</b>	<b>GILLIG LLC</b>
WIRE 002468	04/16/2019	832.50	INTERCITY TRANSIT
WIRE 002469	04/16/2019	7,024.46	WA ST TRANSIT INSURANCE POOL
<b>WIRE 002470</b>	<b>04/16/2019</b>	<b>123,527.03</b>	<b>SOUND TRANSIT</b>
<b>WIRE 002471</b>	<b>04/19/2019</b>	<b>471,533.79</b>	<b>HUITT-ZOLLARS INC.</b>
<b>WIRE 002472</b>	<b>04/19/2019</b>	<b>507,219.00</b>	<b>FIRST TRANSIT</b>
<b>WIRE 002473</b>	<b>04/19/2019</b>	<b>1,193,482.40</b>	<b>AWC</b>
<b>WIRE 002474</b>	<b>04/22/2019</b>	<b>74,558.09</b>	<b>U.S. BANK</b>
<b>WIRE 002475</b>	<b>04/24/2019</b>	<b>93,877.13</b>	<b>WA ST DEPT OF REVENUE</b>
WIRE 002476	04/26/2019	15,545.29	NAVIA BENEFIT SOLUTIONS
<b>WIRE 002477</b>	<b>04/26/2019</b>	<b>212,405.43</b>	<b>ICMA RETIREMENT</b>
<b>WIRE 002478</b>	<b>04/26/2019</b>	<b>88,133.05</b>	<b>GREAT WEST RETIREMENT</b>
WIRE 002479	04/26/2019	1,410.19	GREAT WEST RETIREMENT
WIRE 002480	04/26/2019	4,874.36	TACOMA EMPLOYEES RETIREMENT SY
WIRE 002481	04/26/2019	6,848.66	WA ST CHILD SUPPORT REGISTRY
WIRE 002482	04/26/2019	6,265.46	SOUND TRANSIT
<b>TOTAL PAYMENTS:</b>		<b><u>\$ 14,637,494.61</u></b>	

Information in **BOLD** is listed in more detail at the beginning of this report.

**PIERCE TRANSIT  
BOARD OF COMMISSIONERS  
MINUTES**

**April 8, 2019**

**CALL TO ORDER**

Chair Henderson called the Board meeting to order at 4:05 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)*  
Don Anderson, City of Lakewood Mayor  
Ryan Mello, City of Tacoma Councilmember  
Kent Keel, City of University Place Mayor  
Marty Campbell, Pierce County Councilmember  
Victoria Woodards, Mayor of City of Tacoma

Commissioners excused:

Bruce Dammeier, Pierce County Executive  
Robin Farris, Puyallup City Councilmember

Staff present:

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

**PRESENTATIONS**

**1. March 2019 Operator of the Month ~ Rodika Pripa**

Transit Operator Assistant Manager Ron Makenzie honored Operator Rodika Pripa for being selected Operator of the Month for March 2019. He detailed her skills and accomplishments that qualified her for the award.

On behalf of the Board of Commissioners, Chair Henderson thanked her for her service to the community.

## **2. 2018 Year-end Financial Update**

Executive Director of Finance Brett Freshwaters provided a PowerPoint presentation reviewing the end balances for revenues and expenditures in both operating and capital funds and the end balance funds for self-insurance. He noted that Pierce Transit concluded the 2018 fiscal year approximately 7 percent under budget.

## **3. 2019 Capital Projects Update**

Heidi Soule, Project Management Office Manager, reviewed the major capital projects that have been completed and/or that are underway.

### **PUBLIC COMMENT**

Chair Henderson provided directions for participating in public comment and advised that given the number of individuals signed up to speak, the comment period would be limited to two minutes. The following individuals spoke:

- Cinderella Helga, reported that the bus schedules at the bus stops are often unreadable because the glass is scratched up; that the bus ramp is not always lowered far enough down for passengers to board and de-board. She also reported that the ORCA card is helpful for those that are on a discounted fare.
- Scott Smith, Tacoma/Pacific Avenue, noted that he is representing approximately 150 seniors that can't appear today. The people he represents are concerned about illegal parking in front of their homes once the BRT project is completed. The main concern is at the proposed stations where there will be kiosks for riders to check in. The senior hub is the Lighthouse Center which would be impacted by the project. He noted that he has arranged for Pierce Transit Planner Darin Stavish to come speak to the members at the Lighthouse Center to address their concerns.

Chair Henderson announced that Pierce Transit Planner Darin Stavish is available this evening to answer questions about the BRT project.

- Ester Day, member of the Pacific Avenue Business District, spoke against the median lane configuration in downtown Tacoma, noting that many businesses are land-locked and there are many small businesses that would be negatively impacted by this option. She submitted written comments.
- Patrick Fischer, Chair of the Lincoln South Safe Streets group, noted that this project would negatively impact the South Sound 911 Communication Center. He noted if lanes go down the middle, employees will not be able to make left turns in and out of that facility and that will impact the public too. Employees will have to use D Street, along with the students.
- Cody Bakken, Tacoma, provided comments representing himself and not as the Chair of the CTAG. Mr. Bakken read a quote from Jarret Walker, a well-known transit development and urban planning expert. Mr. Bakken advocated for the median lane configuration in Tacoma.

- Richard Gardner, Tacoma resident and head of the Pac-Yak Safe Streets group, did not advocate for either option but raised safety concerns about the hybrid option being less safe in locations such as at 68th Street, in that people aren't going to walk a quarter of a mile down to the station and back just to cross to their neighborhoods. He suggested that consideration be given to what the impacts of the project will be now on citizens and the neighborhoods in addition to 20-30 years out. He raised concerns about cars diverting onto other roads to avoid the BRT construction/project area and the impact that will have on these other streets. He noted that if they narrow the path of travel on Pacific Avenue, drivers will move to other streets. He expressed concern that the land that will be acquired to build out the project, although is State owned, will result in people losing parking spaces in front of their businesses and front yards will become closer to the roadway.
- James Watson, Tacoma, owns a child care business on 48<sup>th</sup> and Pacific Avenue., expressed concern about the children's safety, noting that the acquisition of property will put facilities such as the playground area and walkways closer to the roadway.
- Walt Hurd, Tacoma, recommended all left turns be abolished. He reported that the 57 bus was late this afternoon.
- Gary Aitchison, Tacoma, owns a service business since 1904, requested that Pierce Transit keep the citizens informed both individually and collectively about how this project will impact people; the more information; the better.
- Molly Nichols, Tacoma resident and Pierce Transit rider, advocated for more service on Pacific Avenue and advocated for the BRT project. She noted her support for the Hybrid option and hopes that the Board will support this program. She noted that she would like to see Pierce Transit work with the City of Tacoma and Pierce County to ensure that equitable Transit Oriented Development is accomplished in the corridor.
- Mary Jane Bostwick, Tacoma, noted that the roadway on 34<sup>th</sup>/Pacific Avenue will be increased in size, indicating that more land will be utilized to support the project and stations than what is projected. She believes the numbers don't add up and the project will take up more land than what Pierce Transit is indicating. She also raised concerns that after the BRT project is complete, high density housing will follow and congestion will greatly increase in the corridor. She submitted a petition in opposition of the BRT project on behalf of Connie's Donuts.
- Lana Cooper, lives on 45<sup>th</sup> and Pacific, expressed concern about the safety impacts of the road being widened. She noted that the strip mall parking may be reduced and that will have an impact on businesses. She noted that the businesses need parking and asked that the Board reconsider the location.
- Chenda Ouch, owner of Connie's Donuts, thanked the speakers who provided comments today on her behalf. She asked that Pierce Transit, as well as the City of Tacoma approve the curbside option. She noted that the center lane configuration will impact her business and many other businesses. She submitted written comments and a petition of signatures advocating for the curbside option.

- Burt J., resident of Tacoma, advocated for articulated buses to be utilized on the BRT project.
- Brandon Shuttleworth, Fircrest resident and active paratransit customer. He expressed concern about the lack of accountability and ambiguity of processes and follow through with regards to the paratransit service. He raised concerns that the SHUTTLE service is not reliable and reported that his ride is sometimes an hour late, and sometimes the phones are not active. He asked who he could contact/connect with to address his SHUTTLE concerns.
- Ester Day, Tacoma, thanked staff members Darin Stavish, Ryan Wheaton and Kim McGilvery for their efforts of keeping citizens informed.

### **CONSENT AGENDA**

*(Items listed below were distributed to Commissioners in advance for reading and study and are enacted with one motion. Item(s) may be moved to the Action Agenda at the request of a Commissioner.)*

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

Motion **carried**, 7-0.

1. Approval of Vouchers, April 1, 2019  
 Operating Fund #10  
 Self-Insurance Fund #40  
 Capital Fund #90  
 Voucher CK Nos. 367927 through 368442  
 Advance Travel Numbers CK 1389 through 1400  
 Wire Nos. 2435 through 2459  
 Total \$11,945,797.46
2. Minutes: Regular Board Meeting of March 11, 2019.

### **ACTION AGENDA**

1. **FS 2019-020, Authority to Implement an Optional Permit Parking Program at Tacoma Dome Station and Adding a New Section 3.72.140 to the Pierce Transit Code - Permit Parking Program for Tacoma Dome Station (TDS)**

Senior Planner Sandy Johnson presented on the item. She recapped the survey results that were obtained in 2017 relating to whether paid parking should be implemented at TDS and reviewed the outreach process and public feedback that was received on this proposal.

She noted the proposed program would allow the CEO to modify the number of dedicated paid parking spaces based on demand and reviewed the proposed parking pricing for High Occupancy Vehicles, Single Occupancy Vehicles and ORCA LIFT riders. Implementation

timeline is estimated to occur in June of 2019 and Pierce Transit will educate customers on how to purchase parking spaces.

A lengthy discussion ensued about whether the permit hours should be extended past the 8:00 a.m. time frame to accommodate customers who arrive after 8:00 a.m. and about whether this program would help prevent people who aren't using transit from parking at TDS and if the program could be modified to incentivize the individuals who use transit instead of charging them.

Commissioners Mello and Keel **moved** and seconded to Approve Resolution No. 2019-007, authorizing the implementation of an optional permit parking program at Tacoma Dome Station and adding new definitions and a new Section 3.72.140 to the Pierce Transit Code - Permit Parking Program for Tacoma Dome Station as set forth in Exhibit A.

Some commissioners commented that they are supportive of moving forward with the permit parking program because it allows for flexibility of the program provisions, however, they would like staff to work on shaping the program to incentivize transit users, instead of charging them; discourage non-transit users from using the parking garage, review the proposed program hours and consider expanding them past 8:00 a.m., and make the program more friendly to patrons who are vanpooling.

Commissioner Campbell encouraged staff to review the City of Tacoma's parking model, noting that it was supported by the business community.

Commissioner Woodards **made a friendly amendment** to modify the motion as follows: Approve Resolution No. 2019-007, authorizing the implementation of an optional pilot permit parking program at Tacoma Dome Station and directing staff to report back to the Board 90 days after implementation of the program. [Clarification: adding new definitions and a new Section 3.72.140 to the Pierce Transit Code - Permit Parking Program for Tacoma Dome Station as set forth in Exhibit A was stricken from the original motion, with the intent being that the Pierce Transit code would be updated after the provisions/kinks of the program have been worked out.]

The friendly amendment was accepted by Commissioners Mello and Keel.

The original motion as amended **carried**, 7-0.

**2. FS 2019-021, Adoption of the Locally Preferred Alternative's Running Way Option and Access to Tacoma Dome Station Option for the Pacific Avenue/SR 7 Corridor Bus Rapid Transit Project**

Planning Manager Tina Lee presented on the item and reviewed two lane treatment options: Curbside and Hybrid. She also reviewed the turn-around options for 26<sup>th</sup> Street. She noted the project is only at 5 percent design. She noted the travel time increases by 2 minutes with the hybrid option and would most likely slow down Single Occupancy Vehicle (SOV) traffic. She reviewed the pros and cons of each alternative.

Ms. Lee gave an overview of the public outreach process that was undertaken. Pierce Transit received over 275 comments with more being accepted today.

During discussion, she clarified that neither design option would eliminate general use lanes, and that homes and businesses would not be condemned as a result of the project. Most parcels would require under 2 percent of land taken, and that properties would be evaluated on an individual basis.

Commissioners Anderson and Mello **moved** and seconded to approve (Option 2) Resolution No. 2019-008A finalizing the Locally Preferred Alternative (LPA) for the proposed Pacific Avenue/SR 7 Corridor Bus Rapid Transit (BRT) Project and deeming 1) Bus Rapid Transit Corridor Running Way Alternative (lane configuration) to be hybrid (median, BAT/curbside, mixed traffic); and 2) deeming Pacific Avenue to Tacoma Dome Station Access Routing to be the E. 26<sup>th</sup> Street Loop Option.

Motion **carried**, 7-0.

3. **FS 2019-022, Appoint and Reappoint of Members to the Community Transportation Advisory Group (CTAG)** (*Commissioners Anderson and Eidinger left the meeting at 6:35 p.m.*)

Business Partnership Administrator Penny Grellier provided a short overview of the candidates selected for appointment and re-appointment to the CTAG.

Commissioners Woodards and Campbell **moved** and seconded to approve Resolution No. 2019-009, confirming the new appointments of Antoinette Craig, Jeffrey Freedman and Paul Crandall to the CTAG with terms beginning April 25, 2019 and ending April 24, 2022; confirming the appointment of current CTAG alternate Don Green to fill an unexpired term beginning January 28, 2019 and ending December 31, 2020, and confirming the reappointments of Denise Edington and Cody Bakken to the CTAG with terms beginning January 28, 2019 and ending January 29, 2022.

Chair Henderson thanked the CTAG members for their service.

Motion **carried**, 5-0.

## **STAFF UPDATES/DISCUSSION**

### **CEO's Report**

CEO Dreier reported on a recent conference she attended in Washington, D.C. with Chair Henderson, and noted that she attended a round table discussion where Pierce Transit was identified by Acting FTA Administrator J.K. Williams as one of the top 15 innovative transit agencies in the United States. She said discussion was geared around what kinds of regulatory barriers exist that prevent agencies from being innovative and discussion continues on this topic.

CEO Dreier was recently invited by Secretary of Transportation of WSDOT Roger Millar to speak on a panel at the Mobility on Demand Alliance in Seattle that was held on April 4, 2019.

April 9, 2019, Pierce Transit will be hosting the Economic Development Board for lunch where they will talk about the value transit brings to communities.

April 25, 2019 is National “Get on Board” day which is designed to promote awareness and advocacy to generate support for public transportation for riders, non-riders and businesses.

The Pierce Transit Board Retreat is scheduled for April 11, 2019 and the retreat agenda packet is before you today.

## **INFORMATIONAL BOARD ITEMS**

### **Chair Report**

Chair Henderson reported on her recent Washington, D.C. trip, noting that she was pleased to see the great level of support Pierce Transit receives from its congressional representatives in Washington, D.C.

She highlighted the National “Get on Board” day that will be held on April 25, 2019 and reported on the economic benefits that public transportation brings to communities.

Chair Henderson reported that a colleague of hers from CTRAN from Vancouver, Washington, shared that ridership had increased by 79 percent on one of their BRT lines and that businesses were happy with the results/benefits.

### **Sound Transit Update**

No update.

### **PSRC Transportation Policy Board Update**

No update.

### **Commissioners’ Comments**

None.

## **EXECUTIVE SESSION**

None.

## **ADJOURN**

Commissioners Woodards and Campbell **moved** and seconded to adjourn the meeting at 6:43 p.m.

Motion **carried**, 5-0.

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Deanne Jacobson  
Clerk of the Board

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Nancy Henderson, Chair  
Board of Commissioners

**PIERCE TRANSIT  
BOARD OF COMMISSIONERS  
SPECIAL BOARD MEETING RETREAT  
MINUTES**

**April 11, 2019**

**CALL TO ORDER**

Chair Henderson called the Board meeting to order at 9:03 a.m.

**ROLL CALL**

Commissioners present:

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

Commissioners excused:

Marty Campbell, Pierce County Councilmember  
Victoria Woodards, City of Tacoma Mayor

Staff present:

Sue Dreier, Chief Executive Officer  
Dana Henderson, General Counsel  
Deanne Jacobson, Clerk of the Board  
Brett Freshwaters, Executive Director of Finance  
Ryan Wheaton, Executive Director of Planning and Community Development

**DISCUSSION**

**1. Opening Remarks and Financial Overview**

CEO Dreier gave an overview of the mission of today's meeting. She detailed several of Pierce Transit's major accomplishments over the last few years and highlighted upcoming major projects that the Agency is embarking on.

She noted the budget is stable but there is no service growth projected for the next six years. She reviewed the current sales tax collection rate of .6 percent and noted the Agency's taxing authority is .9 percent. Sales tax comparisons of other transit agencies in the region were shared, with Pierce Transit operating at the lowest taxing authority. She indicated that the Agency runs in an efficient manner and provides a lot of service on very little revenue.

CEO Dreier reported that Pierce Transit's cost per service hour is about \$150/hr. with our closest comparison's cost per service hour estimated to be approximately \$160/hr.

Executive Director of Finance Brett Freshwaters provided an overview of the six-year forecast, noting that it assumes no growth in Full Time Employees and service hours remain steady at approximately 500,000 hours. Significant funds are being spent on deferred infrastructure that was deferred for many years during the economic downturn. It was noted that should the economy slow down, Pierce Transit would suspend some of the more expensive capital projects. (*Commissioner Keel arrived at 9:25 a.m.*)

## **2. Long-Range Plan Vision 2040**

Executive Director of Planning and Community Development Ryan Wheaton reviewed the Long-Range Plan. He noted that Pierce Transit was successful in obtaining some grant funding for a future BRT line, BRT 2.

Commissioner Farris talked about the importance of having a multimodal system that connects people in many ways such as transit, scooters, bikes, LYFT, Electric Vehicle charging stations. Mr. Wheaton advised that the Agency's long-range plan will include these types of modes.

Preliminary, futuristic plans of additional BRT line/plans in the Pierce County region were reviewed.

Commissioner Mello advocated for improving our reliability in certain areas of the system by including BRT "light" type of treatments such as signal prioritization, and other features that will speed up the travel time of the bus.

## **3. Funding Needs and Scenarios**

Executive Director of Finance Brett Freshwater reviewed scenarios of sales tax increases at .7 .8 and .9 percent. The scenarios assumed a ballot measure in November 2020 and the current Pierce Transit boundary.

Commissioner Farris expressed concern about the impacts a sales tax increase would have in her city and the impact it will have on car dealerships.

Some members expressed that their cities are struggling with whether they are receiving the value of the transit system based on what they pay into the system and expressed if they end up not having a seat at the table they may not want to remain in the system.

Senior Planner Max Henkle reviewed survey data identifying features that citizens value the most in a transit system. Some of the desired features included: more frequent service on weekdays, earlier and later service on weekdays, more frequent service on weekends and the introduction of new areas.

Mr. Henkle reviewed a menu of service amenities/improvements that could be offered to the community based on .9 percent sales tax collection at 735,000 service hours, .8 percent increase at 652,000 service hours and .7 percent at 571,000 service hours.

The meeting was recessed from 10:30-10:45 a.m.

The meeting was reconvened at 10:45 a.m.

#### **4. Extending the Public Transportation Benefit Area (PTBA) Boundaries**

*(Commissioner Anderson arrived at 10:46 a.m.)* General Counsel Dana Henderson provided an overview of two processes that may be used to extend the PTBA boundaries: Annexation and Public Transportation Improvement Conference (PTIC). A video explaining these two processes was viewed and a hand-out of the PTIC process was distributed.

It was noted that the City of Dupont expressed interest a few years ago in returning to the PTBA. She reported that the cities of Sumner and Bonney Lake and some citizens in Key Peninsula area have expressed interest to return to the PTBA as well.

A question and answer period ensued about the processes.

Ms. Henderson provided a refresher of the Public Disclosure Commission requirements pertaining to the Board's role if the Agency should choose to go to ballot.

Commissioner Anderson noted he would be interested in looking at the Frederickson area rejoining the PTBA and the transportation needs and financial costs to provide service to this area should be revisited.

Sales tax collection assumptions using 2017 numbers were reviewed for cities and areas outside of the PTBA. Planning Manager Tina Lee gave an overview of the type of service that could be provided to areas currently outside of the PTBA, rough assumptions.

The history of ballot initiatives held in 2010 and 2011 were reviewed as well as ballot initiative opportunities.

Commissioner Dammeier expressed concern about a downturn in the economy in 2020-2021 and the impacts that could have on the system.

Members of the Board noted it would be important to hear from constituents in potentially new service areas to determine the type of service they want. It would be important to market the type of service citizens would be receiving for the money.

Commissioner Mello noted decisions to extend the boundaries needs to be supported by data.

The meeting was recessed from 12:10 p.m. to 12:20 p.m. for lunch.

The meeting was reconvened at 12:20 p.m.

## 5. Recap of Discussion

CEO Dreier recapped the discussion points, noting that the long-range plan will be updated to include other modes of transportation and a survey of potential new areas would be conducted. The Board discussed the idea of going out to ballot for a tax increase in the fall of 2020, but no final decision points were made.

Staff indicated that next steps will include surveying citizens in the existing Pierce Transit boundary area to determine whether there would be support for a sales tax increase in turn for more service. Staff also noted that the cities of Sumner and Bonney Lake and the Frederickson area will be surveyed to determine if they want to rejoin the PTBA, with the emphasis of support by their city councils to rejoin the PTBA.

Discussion ensued about the public outreach process and focus points of the messaging. Director Ryan Wheaton indicated that Pierce Transit has improved its outreach service to the community and is out in front showing citizens the service that is being provided.

Staff noted they will bring the survey results back to the Board for consideration.

## 6. Committee Structures

CEO Dreier reviewed the proposal to establish an additional committee – the Service Delivery and Capital Committee (SDCC), whose objective would be to provide more oversight on matters that pertain to service delivery and maintenance and the customer experience.

The Board reviewed the membership composition and duties and responsibilities of the SDCC and the Executive Finance Committee (EFC) and minor edits to the composition of the membership were suggested. Staff reported that the committee structures will be considered at the May 13, 2019 Board meeting. (*Commissioner Keel left the meeting at 12:40 p.m.*)

It was also announced that Pierce Transit and Pierce County have joined partnership to address human trafficking in the region.

The meeting was adjourned at 12:55 p.m.

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Deanne Jacobson  
Clerk of the Board

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Nancy Henderson, Chair  
Board of Commissioners

**1<sup>st</sup> QUARTER 2019**  
**Report to Board of Commissioners**  
**Sole Source Over \$10,000**  
**Contracts and Amendments - \$100,000 to \$200,000**

<b>Sole Source Over \$10,000</b>			
Name	Explanation	Amount	Eff. Date
CSched	HASTUS is Pierce Transit's scheduling software. CSched is the only vendor who provides both remote access and onsite training and support for HASTUS. Onsite support is needed for scheduling reliability, training and consistency.	\$64,177.00	1/15/19

<b>Contracts and Amendments - \$100,000 to \$200,000 awarded from 1/1/19 – 3/31/19</b>			
Name	Explanation	Amount	Eff. Date
Emerald Services, Inc.	PT-64A-18 Contract for Environmental Services	\$120,000.00	1/7/19
MultiCare Health System, Inc.	PT-83-18 Contract for Specimen Collection Services	\$100,00.00	2/28/19

**Sole Source:** A circumstance when the vendor is the sole provider of licensed or patented goods or services, or has specialized knowledge or skill needed for a project when there is limited time and vendors with the expertise.

**Amendments:** Master agreements sometimes have amendments. This could be due to time extensions to a contract, or a situation where changing a contractor before the work is complete could cause delays, hardships and/or added costs.

TITLE: Amending the 2019 Capital Budget to Increase Funding for the Zonar Project and Authorizing the CEO to Execute a Sole Source Contract with Zonar Systems

DIVISION: Finance

SUBMITTED BY: Monica Adams, Sr. Project Manager

RELATED ACTION: N/A

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Financial

**BUDGET INFORMATION**

Is it Budgeted?  Yes /  No

Project Name or Number: 0580

Operating Budget

Capital Budget

FUNDING SOURCE:	EXPLANATION:
Original Capital budget    \$ 377,328	\$ 472,781 amended Capital budget
Operating                        \$ 107,892	<u>\$ 107,892</u> Operating
Amendment                    \$ <u>95,453</u>	\$ 580,673
Total Expenditure            \$ 580,673	*Future operating expenditures are estimated to cost approximately \$107,000/year and will be based on usage. The annual costs for future years will fall within the CEO's expenditure authority level.
	Sound Transit has tentatively agreed to contribute \$383,717.46 towards the project and those costs will memorialized and executed by a future task order.

**BACKGROUND:**

Pierce Transit's current process for conducting a vehicle pre- and post-trip inspection is honor and exception based. Vehicle inspections are only documented if an Operator notes a deficiency and reports it.

Zonar Systems provides a handheld device and software system that assures inspections are being done and documented daily. The system records how much time an operator spends at each area of the coach during the inspection. The device also allows an Operator to take pictures documenting deficiencies and damage to the coach.

With an interface between Zonar and our vehicle repair system, EAM/Trapeze, deficiencies noted during pre-and post-trip inspections will automatically generate a repair order. Currently, repair orders rely on an Operator writing up a work order at the conclusion of their shift, sometimes resulting in incomplete reports and repair delays. With Zonar, inspections will be completed in the field as the deficiency is noted and a determination made immediately

whether the bus is fit to drive off the lot. The results will be documented and metered pre-trip inspections that generate work orders from the Operators to Fleet Maintenance in nearly real time.

The contract includes the equipment purchase and installation on all PT buses, ST buses and PT-operated SHUTTLE vans. The operating portion of the project is the annual cost for the software maintenance.

In 2017, staff began researching electronic vehicle inspection systems. At that time, a sole source justification was approved for a pilot program after determining that Zonar was the only vendor to offer such a system. That same year the Agency initiated a pilot program with Zonar on five buses. The evaluation period was initially defined as 30 days. However, Zonar has allowed us to continue evaluations up to current. This has afforded us the opportunity to train many senior Operators and all new Operators on the system. When the budget was approved to expand the Zonar system to the entire fleet, staff completed a current sole source analysis and confirmed that Zonar continues to be the only provider of an electronic vehicle inspection system that meets the Agency's need. Should additional vendors offering a similar inspection system be available in the future, an RFP will be considered.

**STAFF RECOMMENDATION:**

Amend the Capital budget and enter into a contract with Zonar Systems in the not to exceed amount of \$580,673 for the purchase and installation of their system in all Pierce Transit Buses and SHUTTLE vans and Sound Transit buses. The contract would go into effect upon signature by both parties and will renew annually unless terminated.

**ALTERNATIVES:**

Do nothing. This is not recommended due to the immediate benefits the Zonar system will provide in the way of ensuring pre- and post-trip inspections and by providing real time engine diagnostic and accurate descriptions of repairs and deficiencies.

**PROPOSED MOTION:**

Move to: Approve Resolution No. 2019-010, amending the 2019 Capital budget to increase funding for the Zonar Project in the amount of \$95,453 and authorizing the CEO to enter into and execute a sole source contract with Zonar Systems in the not to exceed amount of \$580,673.

**RESOLUTION NO. 2019-010**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Amending the 2019 Capital Budget to  
2 Increase Funding for the Zonar Project and Authorizing the CEO to Award a Sole Source Contract  
3 with Zonar Systems  
4

5 WHEREAS, Zonar Systems provides a handheld device and software system that assures that vehicle  
6 inspections are being done and documented daily; and

7 WHEREAS, a pilot project performed with the Zonar system based on its unique capabilities was  
8 determined to be successful in meeting Pierce Transit's needs for ensuring pre- and post-trip inspections and by  
9 providing real time engine diagnostic and accurate descriptions of repairs and deficiencies; and

10 WHEREAS, the Zonar project was approved in the 2019 capital budget in the amount of  
11 \$377,328; and

12 WHEREAS, initial estimates were based on a lease cost; and

13 WHEREAS, an analysis determined equipment purchase to be more cost effective; and

14 WHEREAS, the cost for the Trapeze/EAM interface has increased in price since the time of the initial  
15 quote; and

16 WHEREAS, a budget amendment of \$95,453 is needed in order to fully fund the Zonar Project; and

17 WHEREAS, staff has evaluated options for a vendor to provide this service has completed a current sole  
18 source analysis and confirmed that Zonar is the only provider of an electronic vehicle inspection system  
19 that meets the Agency's need; and

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

21 Section 1. The Board of Commissioners authorizes an increase to the 2019 Capital budget in the  
22 amount of \$95,453 to fully fund the Zonar Project; and

23 Section 2. The Board of Commissioners authorizes the CEO to enter into and execute a sole source  
24 contract with Zonar Systems in the not to exceed amount of \$580,673 for the purchase and installation of  
25 the software system in all Pierce Transit buses and SHUTTLE vans and Sound Transit buses; and

26 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
27 the 13th day of May 2019.  
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PIERCE TRANSIT

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Nancy Henderson, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC  
Clerk of the Board

**TITLE:** Authorizing the Chief Executive Officer to Extend Agreements with Lyft, Pierce College Puyallup and Sound Transit for the Limited Access Connections Project Through December 31, 2019

**DIVISION:** Planning & Community Development

**SUBMITTED BY:** Penny Grellier, Business Partnership Administrator

**RELATED ACTION:**

Resolution No. 2017-043, Authorizing the Chief Executive Officer to Execute Partner Agreements with Uber, Pierce College Puyallup and Sound Transit for the Limited Access Connections Pilot Project (11/13/17).

Resolution No. 2018-009, Authorizing the Chief Executive Officer To Execute An Agreement With Lyft, And Revised Agreements With Pierce College Puyallup And Sound Transit For The Limited Access Connections Project (3/12/18).

**ATTACHMENTS:** Proposed Resolution

**RELATION TO STRATEGIC PLAN:** Customer

**BUDGET INFORMATION**

Is it Budgeted?  Yes /  No

**Project Name or Number:** MOD Sandbox Limited Access Connections project

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ \$51,481	FTA has authorized extension of project timeline through December 31, 2019 to utilize remaining grant funds.
Grant/Other Amounts	\$ \$205,922	
Total Expenditure	\$ \$257,403	

**BACKGROUND:**

In October 2016, Pierce Transit was one of eleven transit agencies awarded the Federal Transit Authority's Mobility On Demand Sandbox research grant funding in partnership with a Transportation Networking Company (TNC), Sound Transit, and Pierce College Puyallup. The Limited Access Connections project provide fully-subsidized trips in specified zones to and from transit centers, specified bus stops and the Sound Transit Puyallup Sounder station in order to reduce congestion at park and ride lots, increase transit ridership amongst those living beyond ½ mile of a transit route and guarantee rides home for those travelling outside normal fixed route service hours.

The project launched in May 2017 with Lyft as the designated TNC partner. As of March 31, 2019, the project has provided 2,680 first/last mile trips to Pierce Transit customers. The average cost per trip is currently \$10.66.

The project service period established by the MOD Sandbox grant is one year. Because project expenditures have been lower than expected thus far, grant funding will not be expended by the end of the initial service period currently set as June 30, 2019.

On March 25, 2019, the FTA granted an extension to the project service period through December 31, 2019 in order to expend as much of the remaining grant funds as possible in service to Pierce Transit customers. At that time, staff will prepare a report providing updated findings on the program's usage and effectiveness to the Board of Commissioners and the FTA.

On April 25, 2019, staff briefed the Executive Finance Committee on the status of the project and advised that there are still grant monies available to extend the project.

**STAFF RECOMMENDATION:**

Approve Resolution 2019-011, authorizing the Chief Executive Officer to extend an agreement with Lyft, Pierce College Puyallup and Sound Transit for the Limited Access Connections Project through December 31, 2019.

**ALTERNATIVES:**

1. Do not approve extension of project timeline.
2. End project services June 30, 2019 and return remaining funds to FTA. This is not recommended as the Agency and the FTA would both like to have more information from the continuation of this project so as to fully evaluate the program's usage and effectiveness.

**PROPOSED MOTION:**

Move to: Approve Resolution No. 2019-011, authorizing the Chief Executive Officer to extend an agreement with Lyft, Pierce College Puyallup, and Sound Transit for the Limited Access Connections Project through December 31, 2019.

**RESOLUTION NO. 2019-011**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to  
2 Extend Agreements with Lyft, Pierce College Puyallup, and Sound Transit for the Limited Access  
3 Connections Project Through December 31, 2019  
4

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

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

10 WHEREAS, in October 2016, Pierce Transit was one of eleven transit agencies awarded the Federal  
11 Transit Authority's Mobility On Demand Sandbox research grant funding in partnership with a TNC, Sound  
12 Transit, and Pierce College Puyallup; and

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

17 WHEREAS, the Board of Commissioners on March 12, 2018 authorized Resolution No. 2018-009,  
18 authorizing the Chief Executive Officer to execute partner agreements with Lyft, Pierce College Puyallup and  
19 Sound Transit for the Limited Access Connections pilot project; and

20 WHEREAS, in May 2018, Limited Access Connections project services launched with the expectation  
21 to provide service for one year, or through June 30, 2019, as required by the grant; and

22 WHEREAS, as of March 31, 2019, the Limited Access Connections project has provided 2,688 trips at  
23 \$10.66 per trip and stands to return approximately 60% of FTA grant funding if the project ends June 30,  
24 2019; and

25 WHEREAS, the FTA has granted an extension of project service through December 31, 2019 for Pierce  
26 Transit to expend the remaining grant funds in service to customers and to collect additional information on

1 the project; and

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

3 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to extend  
4 Agreements with Lyft, Pierce College Puyallup and Sound Transit for the Limited Access Connections  
5 Project through December 31, 2019.

6 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
7 the 13th day of May 2019.

8 PIERCE TRANSIT

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10 \_\_\_\_\_  
11 Nancy Henderson, Chair  
12 Board of Commissioners  
13

14 ATTEST/AUTHENTICATED

15 \_\_\_\_\_  
16 Deanne Jacobson, CMC  
17 Clerk of the Board

TITLE: Authority to Execute a Contract Extension and Increase the Contract Amount with IPKeys for Network Engineering Services

DIVISION: Finance

SUBMITTED BY: Keith Messner, Chief Technology Officer

RELATED ACTION:

FS 2015-050, Authority to Amend a Contract with IPKeys Technologies for Network Engineering Services.  
 FS 2017-074, Authority to Execute First and Second Year Option Extensions with IPKeys for Network Engineering Services.

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Internal

**BUDGET INFORMATION**

Is it Budgeted?  Yes /  No

Project Name or Number: Network Infrastructure Upgrade 2019

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 350,000	Increase the maximum contract amount to complete the network infrastructure upgrades and allow for additional assistance in 2019-2020.
Grant/Other Amounts	\$ 0	
Total Expenditure	\$ 350,000	

BACKGROUND:

Staff would like to exercise the last remaining option to extend the IPKeys contract, PT-45-14, to December 31, 2020 and increase the contract expenditure amount by \$350,000, for a total not to exceed amount of \$1,300,000.

IT has a current project underway to upgrade significant portions of the network infrastructure. This upgrade is important to replace aging infrastructure that has recently shown signs of significant deterioration. IPKeys has worked on the first part of this project and their continued assistance assures the timely completion of the project. In addition, IPKeys provides general assistance to supplement staff efforts in maintaining the network. During the previous years under the contract, IPKeys has successfully helped Pierce Transit with various projects and assisted during several emergency situations.

The current contract runs through the end of 2019 and has reached the current "not to exceed amount" of \$950,000. IPKeys has been used for multiple contracts not accounted for in the original budget calculation. In addition, several emergencies have increased expenditures more than originally planned.

STAFF RECOMMENDATION:

Authorize the Chief Executive Officer to enter into and execute the last optional one-year extension on Contract No. PT-45-14 for the 2020 calendar year and increase the total not to exceed amount to \$1,300,000.

ALTERNATIVES:

Do not increase the not to exceed amount and issue another RFP to perform the work originally scheduled for IPKeys. This will put the network and systems that rely on it at significant risk while the RFP process is executed. In addition, Pierce Transit has released two previous RFPs and IPkeys has been the only qualified vendor to respond.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to enter into and execute the a one-year extension with IPKeys, Contract No. PT-45-14, through December 31, 2020 and increase the contract amount by \$350,000 for a total not to exceed amount of \$1,300,000.

TITLE: Establishing Operating Procedures for the Executive Finance Committee (EFC)      DIVISION: Executive

SUBMITTED BY: Deanne Jacobson, Clerk of the Board

RELATED ACTION:

Resolution 1984-098, Amending Part 2 of the Pierce Transit Code and Thereby Revising the Bylaws Chapter.

Resolution No. 2008-026, Authorizing Adoption of Rules and Operating Procedures for Board Committees and Rescinding all Previous Resolutions Relating to Committee Rules and Operating Procedures.

ATTACHMENTS:

Proposed Resolution

Exhibit A, Proposed Operating Procedures

RELATION TO STRATEGIC PLAN: N/A

BUDGET INFORMATION: N/A

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BACKGROUND:

Pursuant to Resolution No. 1984-098, committees of the Board shall be created from time to time by the Board to facilitate the conduct of Agency business. Pierce Transit has historically utilized the Executive Finance Committee as a sounding board on projects and to approve contracts for goods and services valued at up to \$1 million where the expenditure exceeds the CEO's \$200,000 contracting authority. This standing committee has been beneficial in that it allows for more in-depth exploration and discussion of items, gives Board Members the opportunity to exercise responsibility and accountability by asking questions and asking for additional information, serves as a sounding board for projects and overall governance of the Agency, and provides another avenue for contract approval to keep projects moving forward in addition to the regular board meeting held once per month.

Although this committee is authorized, it should have defined operating procedures for the duties and responsibilities of this committee and its members. The Board Chair and the CEO desire to define this committee's role and responsibilities so as to better align with the Agency's priorities and so that members understand his or her role on the committee.

As background, the CEO began reviewing draft Operating Procedures with the Board Chair in the fourth quarter of 2018. Subsequently, draft Operating Procedures were presented to the Executive Finance Committee on March 28, 2019, and at the April 11, 2019, Board Retreat. After these meetings, staff incorporated various minor edits to the operating procedures based on the feedback received at these meetings.

The significant changes proposed to this committee are as follows:

- Committee responsibilities are defined
- Membership requirements (outside of the leadership positions) shall be preferred, but not required.
- A quorum of the committee shall consist of three (3) members, instead of two (2) members.
- The meeting would be moved from the fourth Thursday of each month to the third Thursday of each month (3:00 p.m.)
- Provides requirements for attendance and telephonic participation
- Provides for an alternate member

STAFF RECOMMENDATION:

Staff recommends approval of the Executive Finance Committee Operating Procedures as described in Exhibit A.

ALTERNATIVES:

Do not approve the proposed Operating Executive Finance Committee Procedures as presented, and, instead, direct staff to revisit the proposed operating procedures and add, remove, or edit various provisions.

PROPOSED MOTION:

Move to: Approve Resolution No. 2019-012, adopting the Operating Procedures for the Executive Finance Committee In substantially the same form as Exhibit A.

**RESOLUTION NO. 2019-012**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Establishing Operating Procedures for the  
2 Executive Finance Committee  
3

4 WHEREAS, Pursuant to Resolution No. 1984-098, committees of the Board shall be created from time  
5 to time by act of the Board as needed to facilitate the conduct of business; and

6 WHEREAS, the Board of Commissioners adopted Resolution No. 2008-026 authorizing the adoption of  
7 Rules and Operating Procedures for Board Committees and Rescinding all Previous Resolutions Relating to  
8 Committee Rules and Operating Procedures; and

9 WHEREAS, Pierce Transit has historically utilized the Executive Finance Committee as a sounding board  
10 on projects and to approve contracts for goods and services where the expenditure is valued at up to \$1 million  
11 and exceeds the CEO's \$200,000 contracting authority; and

12 WHEREAS, The Board of Commissioners desires to formally adopt Operating Procedures for the  
13 Executive Finance Committee that better define the role and responsibilities of the committee and set formal  
14 guidelines and rules in which the committee will operate; and

15 WHEREAS, Draft Operating Procedures were reviewed at the March 28, Executive Finance Committee  
16 and April 11, 2019 Board Retreat and suggestions and edits were incorporated into the proposed Operating  
17 Procedures; and

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

19 Section 1. The Board of Commissioners adopts the Operating Procedures for the Executive Finance  
20 Committee in substantially the same form as presented in Exhibit A attached hereto.

21 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
22 the 13th day of May 2019.

23 PIERCE TRANSIT

24 \_\_\_\_\_  
25 Nancy Henderson, Chair  
26 Board of Commissioners

27 ATTEST/AUTHENTICATED

28 \_\_\_\_\_  
29 Deanne Jacobson, CMC  
30 Clerk of the Board

## **Executive Finance Committee Operating Procedures**

### **1. Creation.**

A. Pursuant to Pierce Transit Bylaws Section 2.24.030 and Resolution No1984-098, Committees of the Board shall be created from time to time by act of the voting members of the Board as needed to facilitate the conduct of business. In addition, Resolution 2008-026 also updated its Rules and Operating Procedures for Board Committees: Executive Committee and the Finance Committee. These two committees were combined into one committee for efficiency and is referred to as the Executive Finance Committee (EFC).

B. Pursuant to Resolution No. 2019-xxx, the Board of Commissioners hereby establishes new, revised guidelines of the EFC as outlined in these Operating Procedures which shall supersede any prior procedures.

### **2. Authority Level.**

The EFC has been delegated the authority by the Board to approve contracts for goods and services and change orders up to \$1 million (pursuant to Resolutions No. 2008-018 and 2018-006) and all contracts for Pierce Transit to acquire or use property of others or to allow the use of Pierce Transit property by others which exceed the CEO's award authority up to a maximum amount of \$1 million.

### **3. Role and Duties.**

The EFC generally facilitates and oversees matters relating to Board governance; Agency financial and administrative policy formation and revision; financial matters such as budget, audit, investments, and reserves; and provides more detailed financial oversight of the Agency. All items considered by the EFC are subject to Board approval except for those matters that the Board has specifically delegated authority to the EFC to decide, including contracting authority discussed herein. The Pierce Transit Board or other committees may also refer specific matters to the EFC for study, recommendation, and certain decisions as appropriate. Typical topics for consideration by the EFC include, but are not limited to:

- The Board's or committees' bylaws, governance structure, and/or Operating Procedures;
- Agency-wide policies;
- State and federal legislative priorities/government relations strategies;
- Proposed operating and capital budget;
- Financial Statements including any significant accounting or reporting issues or unusual transactions;
- Strategy for asset liability management and monitoring of investment and debt performance and risks;
- Risk management and insurance; i.e., accident and On-the-job injury statistics

- Quarterly financial reports which detail performance against capital and operating budgets.

#### **4. Membership.**

- A. The committee shall be comprised of (4) four voting members. The Chair of the Board shall be a member of this committee. Other than the Chair of the Board, whose membership on the EFC shall be a duty of the Chair, all other positions on the EFC are appointed by the Board Chair. The Board Chair shall attempt to appoint members who are representative of the Public Transportation Benefit Area (PTBA) as follows:
- i. One Commissioner representing Pierce County;
  - ii. One Commissioner representing the largest city in the PTBA; and
  - iv. One Commissioner representing another city or multiple cities within the PTBA.

In addition, the Board Chair shall appoint one (1) at large Alternate to this committee from the Board of Commissioners. The Alternate is expected to attend when another voting member is unable to do so and shall have all voting rights. The presence of the Alternate shall count towards the establishment of a quorum.

In the event a vacancy occurs, the Chair of the Board shall appoint a member to fill the committee vacancy at the next Regular Board meeting. Committee members shall serve at the pleasure of the Board Chair and may serve without re-appointment provided that their attendance is in good standing.

B. Three (3) members shall constitute a quorum. (*\*This provision shall supersede Paragraph 3.D Quorum for Committees or Subcommittees of Resolution No. 2008-026.*)

C. Committee members' terms shall coincide with their term on the Board.

D. The committee shall elect a chair and vice chair at the first meeting each year.

E. Non-committee members of the Board may attend committee meetings to listen and provide input but shall not be permitted to vote.

#### **5. Expectations/Attendance.**

A. Committee members are expected to attend each committee meeting prepared to engage in conversation and to make informed decisions based on the information provided to them.

B. Any committee member with two (2) or more unexcused absences within a 12-month period may be considered to not be in "good standing," and may be subject to removal from the committee by the Board Chair. As used herein, an absence is "unexcused" if the member does not advise the Chief Executive Officer and/or the Clerk of the Board of the member's inability to attend in advance of the meeting. As a courtesy, forty-eight (48) hours' notice to the Chief

Executive Officer and/or the Clerk of the Board of the member's inability to attend is requested so as to allow sufficient time to arrange for the Alternate to attend.

C. Committee members who have determined that they can no longer serve on the committee, shall give a reasonable notice to the Board Chair, CEO, or Clerk of the Board, so the position can be fulfilled in a timely manner.

## **6. Meetings.**

A. All meetings shall be conducted in accordance with the Open Public Meetings Act, RCW 42.30. Regular meetings will be held at 3:00 p.m. on the third Thursday every other month beginning in January at Pierce Transit located at 3701 96<sup>th</sup> St. SW, Lakewood, WA. All other meetings held outside of the regular schedule and location shall be deemed a "special meeting" and will be noticed and held in accordance with the Open Public Meetings Act, RCW 42.30.

B. The committee is authorized to conduct public meetings, hearings, or joint meetings and hearings with other public agencies for and on behalf of the Board in order to meet any requirements of federal, state, or local laws and regulations and to enable the Agency to perform its statutory functions.

C. At the Chair's discretion, the committee shall recognize members of the public for the purpose of commenting on an agenda item at a meeting. In the event an agenda item has already been the subject of a public meeting or hearing at prior meetings of the Board or committee, the Chair may declare public input on the subject to be closed. A member of the public may present information on relevant issues or topics, but shall not be entitled to debate merits of the issue or topic.

D. Any meeting held without the establishment of a quorum will not be considered a meeting. The meeting should be postponed to a certain time and adjourned. Members present can receive information but no binding decisions or final disposition on any matter shall occur.

E. Meetings will be conducted in accord with the most current version of Robert's Rules of Order, except when in conflict with these Operating Procedures. The provisions in these Operating Procedures shall be the prevailing rules of the committee and shall supersede any provisions adopted by previous resolutions.

## **7. Telephonic Participation.**

Attendance via speakerphone/teleconferencing/videoconference (or by other available technology that allows for live participation in a meeting) (all of which are referred to herein as "telephonic participation") should be the rare exception, not the rule. The telephonic participation by a committee member shall be limited to one member per meeting and shall count towards the establishment of a quorum, provided that there are at least two committee members physically present at the committee meeting. Members participating telephonically

may vote. Board Members should notify the Clerk of the Board, or designee, 24 hours in advance of the need to telephonically participate.

## **8. Voting.**

A. All voting members in attendance, including the chairperson, at committee meetings may vote on matters brought before the committee. All votes taken shall be by voice vote unless a roll call vote is requested by the Chair or a member of the committee participating in the meeting.

B. A majority of the votes cast at a meeting at which a quorum is present is necessary for the Committee to act.

C. Motions drawing a tie vote shall be deemed lost.

D. Recommendation to the full Board should be in one of the following formats:

i. Refer Item No. FS xx-xxx to the full Board with recommendation of approval (or denial) and placement of the item on the consent agenda (or action agenda); or

ii. Refer Item No. FS xx-xxx to the full Board for consideration.

## **9. Conduct.**

The Clerk of the Board, or designee, shall prepare written minutes of the committee's actions and decisions made. Statements, discussion and remarks of individual commissioners and commentators will not be noted in the official minutes.

## **10. Compensation.**

By Resolution No. 90-147, EFC members who are eligible to receive compensation shall receive the maximum per diem as allowed by RCW 36.57A.050. Eligibility for compensation shall be determined as more fully set forth in Pierce Transit's Compensation Guidelines for Board of Commissioners.

## **11. Amendment of Operating Procedures.**

Amendments to these Committee Operating Procedures may be made with a super majority of the members of the committee voting in the affirmative and further adoption by resolution of the Board of Commissioners. Any amendment to these Committee Operating Procedures shall go into effect after adoption by the full body.

**TITLE:** Creating a New Committee of the Board – Service Delivery and Capital Committee (SDCC) and Establishing Committee Operating Procedures

**DIVISION:** Executive

**SUBMITTED BY:** Deanne Jacobson, Clerk of the Board

**RELATED ACTION:**

Resolution 1984-098, Amending Part 2 of the Pierce Transit Code and Thereby Revising the Bylaws Chapter.

Resolution No. 2008-026, Authorizing Adoption of Rules and Operating Procedures for Board Committees and Rescinding all Previous Resolutions Relating to Committee Rules and Operating Procedures.

**ATTACHMENTS:**  
Proposed Resolution  
Exhibit A, Proposed Operating Procedures

**RELATION TO STRATEGIC PLAN:** N/A

**BUDGET INFORMATION:** N/A

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**BACKGROUND:**

Pursuant to Resolution No. 1984-098, committees of the Board shall be created from time to time by act of the Board as needed to facilitate the conduct of Agency business. Pierce Transit currently utilizes one standing committee, the Executive Finance Committee, as a sounding board on projects and for the approval of contracts for goods and services that exceed the CEO's authority, and up to \$1 million.

As Pierce Transit continues to evolve and mature, the CEO, along with the Pierce Transit Board have reviewed the committee structures and functions and have determined that it would be beneficial to the Agency to create a new committee – the Service Delivery and Capital Committee (SDCC). This committee would provide additional oversight and have certain defined decision-making authority on operational matters, capital projects, service and safety quarterly reports, fare reviews and other matters relating to the overall customer experience. In addition, this Committee would be delegated authority by the Board to approve contracts for goods and services in a value up to \$1,000,000; and approve capital project budget changes valued up to \$500,000, but no more than twice during the course of a capital project.

As background, at the recommendation of the Chief Executive Officer at the April 2018 Board Retreat, the Board began discussing the idea whether there was a need to create an additional committee that focused more on the service/operational and customer experience side of the organization as well as major capital projects. Subsequently, draft operating procedures were presented to the Chair of the Board, followed by the Executive Finance Committee on March 28, 2019. After these meetings, staff incorporated various minor edits to the operating procedures based on the feedback received at the meetings. At the April 11, 2019 Board retreat, the proposed operating procedures for the SDCC were reviewed and there was overall consensus of support for the new committee, with suggestions for minor edits of the proposed operating procedures relating to the membership composition.

The significant elements of the operating procedures for this committee are as follows:

- Membership composition requirements (outside of the leadership positions) shall be preferred, but not required.
- Membership will include one non-voting member from the Community Transportation Advisory Group.
- A quorum of the committee shall consist of three (3) members.
- The meeting would be the third Thursday of each month (3:00 p.m.).
- Attendance and telephonic requirements.
- One alternate member shall be selected to fill vacancies when needed.

STAFF RECOMMENDATION:

Staff recommends creating a new Service Delivery and Capital Committee and related Operating Procedures as described in Exhibit A.

ALTERNATIVES:

1. Do not create a new Service Delivery & Capital Committee; and instead utilize the Executive Finance Committee to serve in its capacity.
2. Recommend the creation of a different committee with unique roles and responsibilities.

PROPOSED MOTION:

Move to: Approve Resolution No. 2019-013, Establishing A New Committee – The Service Delivery And Capital Committee – and adopting related operating procedures in substantially the same form as presented in Exhibit A.

**RESOLUTION NO. 2019-013**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Creating a New Committee of the Board –  
2 Service Delivery and Capital Committee (SDCC) and Establishing Committee Operating Procedures  
3

4 WHEREAS, Pursuant to Resolution No. 1984-098, committees of the Board shall be created from time  
5 to time by act of the Board as needed to facilitate the conduct of business; and

6 WHEREAS, the Board of Commissioners adopted Resolution No. 2008-026 authorizing the adoption of  
7 Rules and Operating Procedures for Board Committees and Rescinding all Previous Resolutions Relating to  
8 Committee Rules and Operating Procedures; and

9 WHEREAS, Pierce Transit has historically utilized the Executive Finance Committee as a sounding board  
10 on projects and to approve contracts for goods and services in a value up to \$1 million where the expenditure  
11 exceeds the CEO's \$200,000 contracting authority; and

12 WHEREAS, Because Pierce Transit continues to evolve and mature, the Board of Commissioners has  
13 determined that it would be beneficial to the Agency to create a new committee – the Service Delivery and  
14 Capital Committee (SDCC) – to give additional oversight on items including but not limited to  
15 operational/service needs, the customer experience, and significant capital projects; and

16 WHEREAS, The Board of Commissioners desires to formally adopt Operating Procedures for the Service  
17 Delivery and Capital Committee to define the role and responsibilities of the committee and to set formal  
18 guidelines and rules in which the committee will operate; and

19 WHEREAS, Draft Operating Procedures were reviewed at the March 28, 2019 Executive Finance  
20 Committee and April 11, 2019 Board Retreat and there was general consensus from the members to move  
21 forward with the establishment of said committee and suggestions/edits received from the members were  
22 incorporated into the proposed Operating Procedures; and

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

24 Section 1. The Board of Commissioners hereby creates a new committee of the Board – Service  
25 Delivery and Capital Committee (SDCC); and

26 Section 2. The Board of Commissioners hereby adopts the Operating Procedures for Service Delivery  
27 and Capital Committee (SDCC) in substantially the same form as presented in Exhibit A attached hereto.

28 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
29 the 13th day of May 2019.  
30

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PIERCE TRANSIT

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Nancy Henderson, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC  
Clerk of the Board

## Service Delivery & Capital Committee (SDCC) Operating Procedures

### 1. Creation.

A. Pursuant to Pierce Transit Bylaws Section 2.24.030 and Resolution No. 1984-098, Committees of the Board may be created from time to time by act of the voting members of the Board as needed to facilitate the conduct of business. In addition, Resolution 2008-026 also updated its Rules and Operating Procedures for Board Committees

B. Pursuant to Resolution 2019-\_\_\_\_\_, the Pierce Transit Board created the Service Delivery & Capital Committee (“SDCC”) to give additional oversight and certain defined decision-making authority on operational matters, capital projects, service and safety quarterly reports, and fare reviews.

### 2. Authority Level.

Pursuant to Resolution 2019-\_\_\_\_\_, The SDCC committee has been delegated the authority by the Board to: approve contracts for goods and services in a value up to \$1,000,000; and approve capital project budget changes valued up to \$500,000, but no more than twice during the course of a capital project.

### 3. Role and Duties.

The SDCC committee generally facilitates and oversees matters relating to operational matters, capital projects, service and safety quarterly reports, and fare reviews. The Pierce Transit Board or other committees may also refer specific matters to the SDCC for study, recommendation, and certain decision-making.

Typical topics for consideration by the SDCC include, but are not limited to:

- Activities and communications affecting the customer experience, on-time performance, safety;
- Six-Year Capital Plan;
- System enhancement and state of good repair projects consistent with the transit improvement plan;
- Oversight, strategic direction and recommendations to the Board regarding maintenance, fleet, and facility plans;
- Strategies for project development and delivery;
- Scope, schedule, budget, risks, construction and capital activities, external engagement for system expansion projects;
- Operational impacts on facilities, overall service delivery and maintenance;

- Oversight of all capital projects consistent with the transit improvement program; and/or
- Recommendations to other Committees and/or the Board on new and existing capital projects and related policies.

#### 4. Membership.

- A. The committee shall be comprised of (4) four voting members and a non-voting member from the Community Transportation Advisory Group (CTAG). The Vice Chair of the Board shall be a member of this committee. Other than the Vice Chair of the Board, whose membership on the SDCC shall be a duty of the Vice Chair, all other positions on the SDCC are appointed by the Board Chair. The Board Chair shall attempt to appoint members who are representative of the Public Transportation Benefit Area (PTBA) as follows:
- One Commissioner representing Pierce County;
  - One Commissioner representing the largest city in the PTBA;
  - One Commissioner representing another city or multiple cities within the PTBA; and
  - One representative of the Community Transportation Advisory Group, who shall not have a vote.

In addition, the Board Chair shall appoint one (1) at large Alternate to this committee from the Board of Commissioners. The Alternate is expected to attend when another voting member is unable to do so and shall have all voting rights. The presence of the Alternate shall count towards establishment of a quorum.

In the event a vacancy occurs, the Board Chair shall appoint a member to fill the committee vacancy at the next Regular Board meeting. Committee members shall serve at the pleasure of the Board Chair and may serve without re-appointment provided that their attendance is in good standing.

B. Three voting (3) members shall constitute a quorum. (*\*This provision shall supersede Paragraph 3.D Quorum for Committees or Subcommittees of Resolution No. 2008-026.*)

C. Committee members' terms shall coincide with their term on the Board.

D. The committee shall elect a Chair and Vice Chair at the first meeting each year.

E. Non-committee members of the Board may attend committee meetings to listen to discussion but shall not be permitted to vote.

#### 5. Expectations/Attendance.

A. Committee members are expected to attend each committee meeting prepared to engage in conversation and to make informed decisions based on the information provided to them.

B. Any committee member with two (2) or more un-excused absences within a 12-month period may be considered to not be in “good standing,” and may be subject to removal from the committee by the Board Chair. As used herein, an absence is “unexcused” if the member does not advise the Chief Executive Officer and/or the Clerk of the Board of the member’s inability to attend in advance of the meeting. As a courtesy, forty-eight (48) hours’ notice to the Chief Executive Officer and/or the Clerk of the Board of the member’s inability to attend is requested so as to allow sufficient time to arrange for the Alternate to attend.

C. Committee members who have determined that they can no longer serve on the committee shall give a reasonable notice to the Board Chair, Chief Executive Officer and/or Clerk of the Board, so the position can be fulfilled in a timely manner.

## **6. Meetings.**

A. All meetings shall be conducted in accordance with the Open Public Meetings Act, RCW 42.30. Regular meetings will be held at 3:00 p.m. on the third Thursday every other month beginning in February at the Pierce Transit Training Center, Rainier Room, located at 3720 96<sup>th</sup> St. SW, Lakewood, WA. All other meetings held outside of the regular schedule and location shall be deemed a “special meeting” and will be noticed and held in accordance with the Open Public Meetings Act, RCW 42.30.

B. The committee is authorized to hold executive session meetings in accord with RCW 42.30.110, and may conduct public hearings or hold joint meetings and hearings with other public agencies for and on behalf of the Board in order to meet any requirements of federal, state, or local laws and regulations and to enable the Agency to perform its statutory functions.

C. At the Chair’s discretion, the committee shall recognize members of the public for the purpose of commenting on an agenda item at a meeting. In the event an agenda item has already been the subject of a public meeting or hearing at prior meetings of the Board or committee, the Chair may declare public input on the subject to be closed. A member of the public may present information on relevant issues or topics, but shall not be entitled to debate merits of the issue or topic.

D. Any meeting held without the establishment of a quorum will not be considered a meeting. The meeting should be postponed to a certain time and adjourned. Members present can receive information but no binding decisions, motions, or final disposition on any matter shall occur.

E. Meetings will be conducted in accord with the most current version of Robert’s Rules of Order, except when in conflict with these Operating Procedures. The provisions in these Operating Procedures shall be the prevailing rules of the committee and shall supersede any provisions adopted by previous resolutions.

## **7. Telephonic Participation.**

Attendance via speakerphone/teleconferencing/videoconference (or by other available technology that allows for live participation in a meeting)(all of which are referred to herein as “telephonic participation”) should be the rare exception, not the rule. The telephonic participation by a committee member shall be limited to one member per meeting and shall count towards the establishment of a quorum, provided that there are at least two committee members physically present at the committee meeting. Members participating telephonically may vote. Board Members should notify the Clerk of the Board, or designee, 24 hours in advance of the need to telephonically participate.

## **8. Voting.**

A. All voting members in attendance, including the Chair, at committee meetings may vote on matters brought before the committee. All votes taken shall be by voice vote unless a roll call vote is requested by the Chair or a member of the committee participating in the meeting.

B. A majority of the votes cast at a meeting at which a quorum is present is necessary for the Committee to act.

C. Motions drawing a tie vote shall be deemed lost.

D. Recommendation to the full Board should be in one of the following formats:

- i. Refer Item No. FS xx-xxx to the full Board with recommendation of approval (or denial) and placement of the item on the consent agenda (or action agenda); or
- ii. Refer Item No. FS xx-xxx to the full Board for consideration and final decision.

## **9. Conduct.**

The Clerk of the Board, or designee, shall prepare written minutes of the committee’s actions and decisions made. Statements, discussion and remarks of individual commissioners and commentators will not be noted in the official minutes.

## **10. Compensation.**

By Resolution No. 90-147, committee members who are eligible to receive compensation shall receive the maximum per diem as allowed by RCW 36.57A.050. Eligibility for compensation shall be determined as more fully set forth in Pierce Transit’s Compensation Guidelines for Board of Commissioners.

**11. Amendment of Operating Procedures.**

Amendments to these Committee Operating Procedures may be made with a super majority of the voting members of the committee voting in the affirmative and further adoption by resolution of the Board of Commissioners. Any amendment to these Committee Operating Procedures shall go into effect after adoption by the full body.

DRAFT

TITLE: Approval of Pierce Transit Compensation Guidelines for Board of Commissioners      DIVISION: Executive

SUBMITTED BY: Dana Henderson, General Counsel

RELATED ACTION:

Resolution No. 90-147 Authorizing an Amendment to Section 2.08.100 in the Bylaws Authorizing Compensation of Board Members

ATTACHMENTS:

RELATION TO STRATEGIC PLAN: N/A

Exhibit A, Proposed Board Compensation Guidelines

BUDGET INFORMATION: N/A

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BACKGROUND:

RCW 36.57A.050 provides that Board members should be paid for their service to Pierce Transit in part as follows:

Each member of the authority is eligible to receive compensation, as set by the authority, in an amount not to exceed forty-four dollars for each day during which the member attends official meetings of the authority or performs prescribed duties approved by the chair of the authority. Except that the authority may, by resolution, increase the payment of per diem compensation to each member from forty-four dollars up to ninety dollars per day or portion of a day for actual attendance at board meetings or for performance of other official services or duties on behalf of the authority. In no event may a member be compensated in any year for more than seventy-five days, except the chair who may be paid compensation for not more than one hundred days: PROVIDED, That compensation shall not be paid to an elected official or employee of federal, state, or local government who is receiving regular full-time compensation from such government for attending meetings and performing prescribed duties of the authority.

The dollar thresholds established in this section must be adjusted for inflation by the office of financial management every five years.

Pierce Transit Code Section 2.08.100 provides that:

Each board member shall be entitled to the maximum per diem compensation as set forth in RCW 36.57A.050, as enacted or hereafter amended, unless a different amount is established by resolution of the board. Each board member shall be compensated under the following circumstances:

1. For attending a regular or special meeting as defined under Pierce Transit Code Sections [2.08.010](#) and [2.08.020](#), respectively; and
2. For performing prescribed duties approved by the chairperson."

From time to time, questions arise about Board member eligibility for compensation and under what circumstances. In an effort to try to clarify these issues, staff proposes the Pierce Transit Compensation Guidelines for Board of Commissioners attached as Exhibit A.

As proposed, the Guidelines provide that the Agency would send a letter upon the Commissioner's appointment and annually thereafter to obtain the Commissioner's home jurisdiction's representation on whether the Commissioner is receiving "regular, full-time compensation" from his or her home jurisdiction for attending to Pierce Transit duties so as to determine eligibility for compensation. Additionally, these Guidelines: identify proscribed duties; provide that appearance at a meeting where a quorum is not established would still result in compensation to those who did appear; confirm approval of compensation for commissioner meetings with CEO and staff; provide that the Vice Chair may approve claims for payment.

These Guidelines do not address or change rate of pay.

The Executive Finance Committee reviewed and discussed these Guidelines at its January 24, 2019 meeting and recommended moving the guidelines forward to the full Board for consideration.

**STAFF RECOMMENDATION:**

Adopt the Pierce Transit Compensation Guidelines for Board of Commissioners in substantially the same form as those attached as Exhibit A.

**ALTERNATIVES:**

Do not adopt these Guidelines or adopt amendments thereto. Neither are recommended as Staff needs guidance in administering Board member compensation and reimbursement and these Guidelines have been reviewed and recommended by the Executive Finance Committee.

**PROPOSED MOTION:**

Move to: Approve Resolution No. 2019-014, adopting the Pierce Transit Compensation Guidelines for Board of Commissioners in substantially the same form as those attached as Exhibit A.

**RESOLUTION NO. 2019-014**

A RESOLUTION of the Board of Commissioners of Pierce Transit  
Adopting Pierce Transit Compensation Guidelines for Board of Commissioners

WHEREAS, RCW 36.57A.050 provides that Board members should be paid for their service to Pierce Transit under certain circumstances; and

WHEREAS, Pierce Transit Code, at Section 2.08.100 provides that: “[e]ach board member shall be entitled to the maximum per diem compensation as set forth in RCW 36.57A.050, as enacted or hereafter amended, unless a different amount is established by resolution of the board. Each board member shall be compensated under the following circumstances: 1. For attending a regular or special meeting as defined under Pierce Transit Code Sections 2.08.010 and 2.08.020, respectively; and 2. For performing prescribed duties approved by the chairperson;” and

WHEREAS, from time to time, questions arise about Board member eligibility for compensation and under what circumstances; and

WHEREAS, in an effort to try to clarify some these issues, staff proposes the Pierce Transit Compensation Guidelines for Board of Commissioners; and

WHEREAS, as proposed, the Guidelines provide that the Agency would send a letter upon the Commissioner’s appointment and annually thereafter to obtain the Commissioner’s home jurisdiction’s representation on whether the Commissioner is receiving “regular, full-time compensation” from his or her home jurisdiction for attending to Pierce Transit duties so as to determine eligibility for compensation; and

WHEREAS, these Guidelines provide additional clarity in that they: identify proscribed duties; provide that appearance at a meeting where a quorum is not established would still result in compensation to those who did appear; confirm approval of compensation for commissioner meetings with CEO and staff; provide that the Vice Chair may approve claims for payment; and establish the procedure for travel approval and reimbursement; and

WHEREAS, these Guidelines do not address or change rate of pay; and

WHEREAS, the Executive Finance Committee reviewed and discussed these Guidelines at its January 24, 2019 meeting and recommended moving the guidelines forward to the full Board for consideration; and

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

Section 1. The Board of Commissioners hereby adopts the Pierce Transit Compensation Guidelines for Board of Commissioners in substantially the same form as Exhibit A hereto.



**PIERCE TRANSIT  
COMPENSATION GUIDELINES FOR  
BOARD OF COMMISSIONERS  
(Revision Date: 5/13/19)**

**INTRODUCTION**

The Board of Commissioners for Pierce Transit shall be compensated according to the following guidelines which were approved by the Board of Commissioners on May 13, 2019.

**I. PAYMENT TO BOARD MEMBERS FOR MEETINGS AND PRESCRIBED DUTIES**

Pursuant to RCW 36.57A.050, Commissioners may be paid for their service to Pierce Transit provided that compensation may not be paid to an elected official or employee of federal, state, or local government who is receiving regular full-time compensation from such government for attending meetings and performing prescribed duties of Pierce Transit. Whether Pierce Transit can pay a Commissioner turns on whether that Commissioner is receiving regular full-time compensation at their home jurisdiction that is inclusive of his or her duties at Pierce Transit.

Upon election or appointment to the Pierce Transit Board of Commissioners, and at the beginning of each calendar year thereafter, Pierce Transit will send a letter seeking representation and certification from an official at each Commissioner's home jurisdiction as to whether the Commissioner is paid regular full-time compensation inclusive of his or her duties to Pierce Transit. Pierce Transit will rely on that jurisdiction's response in determining eligibility for compensation from Pierce Transit.

**II. MEETING AND PRESCRIBED DUTIES DEFINED**

A meeting for the purposes of receiving payment is defined as a regular or special meeting of the Board of Commissioners or a committee of the Board. Commissioners who appear, either in person or telephonically (if permitted by Board or Committee bylaws) for a meeting at which a quorum is not established will be compensated as if a quorum were established, as such attendance is considered by the Board to be performance of official services or duties on behalf of Pierce Transit.

Commissioners may also be compensated for performing prescribed duties for Pierce Transit as assigned or approved by the Chair. For purposes of these guidelines and for compensation, prescribed duties include meetings where the Board member appears as an alternate for another Board member and meetings between Commissioners and the Pierce Transit CEO or other staff at which Pierce Transit business or issues are discussed.

### **III. RATE OF PAY AND PROCESS FOR SUBMISSION**

#### **A. COMPENSATION**

By Resolution No. 90-147, the Board of Commissioners amended its bylaws to provide that each Commissioner who qualifies for payment is entitled to the maximum per diem compensation as set forth in RCW 36.57A.050 (as may be amended from time to time) for attendance at Board meetings or for performance of other prescribed duties on behalf of the agency.<sup>1</sup> By approval of these guidelines, the Board clarifies that Commissioners are entitled to the maximum per diem allowed to board members of public transportation benefit areas as determined by the Washington State Office of Financial Management and published in the Washington State Register. RCW 36.57A.050 provides that a Commissioner may not be compensated in any year for more than seventy-five days, except the chair may be compensated for not more than one hundred days.

A copy of the minutes or other information showing the Commissioner's attendance should be placed in the files of the Clerk of the Board. The Clerk of the Board, or designee, must ensure that only one meeting per day is compensated, regardless if the Board member has attended two or more meetings that qualify under these compensation guidelines.

#### **B. PROCESS FOR SUBMITTING A CLAIM FORM**

Board members will be compensated monthly. Documentation shall be provided on the Pierce Transit Local Business and Expense Claim form which must be signed by the Board member and the Chair of the Board, or Vice Chair in the Chair's absence. The Chair's claim form shall also be signed by the Vice Chair or the Chief Executive Officer.

#### **C. OVERNIGHT MEETING/TRAVEL REIMBURSEMENT**

In addition to compensation for attending meetings or other prescribed duties as discussed above, Commissioners may be reimbursed for travel in accordance with the Pierce Transit Business and Travel Expense Procedure Manual. Commissioners should work with the Clerk of the Board, or designee, to coordinate travel arrangement. All overnight trips are subject to advance approval by the Chair, or Vice Chair, as appropriate, of the Board.

Commissioners using their personal credit card for lodging or air travel will be reimbursed for their expenses after the trip/event subject to submission of a credit card statement documenting the expense. It is preferred the Commissioners contact the Clerk of the Board, or designee, to use the Agency credit card for travel arrangements.

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<sup>1</sup> Effective July 1, 2018, the maximum per diem amount has been adjusted by the Washington State Office of Financial Management (OFM) to be \$128/day. The OFM is obligated to revisit the maximum per diem amounts every five years and to adjust for inflation.

**TITLE:** Authorizing Execution of a Revised Multi-Party Interlocal Cooperative Agreement for Design, Implementation, Operation, and Maintenance of the Next Generation Regional Fare Coordination System (Next Generation ORCA)

**DIVISION:** Planning & Community Development

**SUBMITTED BY:** Kim McGilvery, Community Development Manager/Dana Henderson, General Counsel

**RELATED ACTION:**

Resolution No. 2018-045 Authorizing Execution of a Multi-Party Interlocal Cooperation Agreement for Design, Implementation, Operation, and Maintenance of the Next Generation Regional Fare Coordination System (Next Generation ORCA).

**ATTACHMENTS:**

Proposed Resolution  
Exhibit A, Proposed Interlocal Cooperative Agreement

**RELATION TO STRATEGIC PLAN:** Customer

**BUDGET INFORMATION:** \$6.1 million

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**BACKGROUND:**

On November 15, 2018 the Pierce Transit Board authorized the execution of the Interlocal Cooperative Agreement (ILA) for Design Implementation, Operation, and Maintenance of the Next Generation Regional Fare Coordination System (Next Generation ORCA). After all OCRA Member Agencies had approved the Next Generation ORCA ILA, King County Council requested changes, summarized as follows:

- Clearer insurance coverage and indemnity provisions to clarify that the ROOT Agency's insurance or insurance authorized by the Joint Board shall be the first layer of coverage available in the event of a loss. If insurance does not completely cover a loss, the agencies seek to share the cost of the uncovered loss.
- Clarifying that insurance coverage must be triggered and exhausted before seeking any Agency contribution to an underinsured loss for any third-party claims (claims brought by citizens, as opposed to member agencies).
- The change clarifies that the Regional ORCA Operations Team (ROOT) staff are employees of the ROOT agency.

The ILA that was previously approved by this Board in Resolution No. 2018-045 has never taken effect since it was not agreed to by King County.

Pierce Transit Staff and General Counsel have reviewed and recommend King County's proposed changes and agree that these changes do not impact the original intent of the agencies. Rather, the changes will help all the agencies access available insurance should the need arise.

STAFF RECOMMENDATION:

Staff recommends that the Board of Commissioners approve the next generation ORCA Interlocal Cooperation Agreement as amended.

ALTERNATIVES:

Do not approve the amended Next Generation ORCA Interlocal Agreement. This is not recommended for we would lose all the resources already put into Next Generation ORCA, withdrawing from the agreement subjects us to additional costs, and would result in Pierce Transit effectively withdrawing from the ORCA program.

PROPOSED MOTION:

Move to: Approve Resolution 2019-015, authorizing the Chief Executive Officer to enter into and execute the multi-party Interlocal Cooperation Agreement for design, implementation, operation, and maintenance of the Next Generation Regional Fare Coordination System (Next Generation ORCA) in substantially the same form as attached as Exhibit A.

**RESOLUTION NO. 2019-015**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Execution of a Revised  
2 Interlocal Cooperation Agreement for Design, Implementation, Operation, and Maintenance of the Next  
3 Generation Regional Fare Coordination System (Next Generation ORCA)  
4

5 WHEREAS, on September 10, 2018, the ORCA Joint Board unanimously approved an  
6 Interlocal Cooperation Agreement for Implementation, Operation and Maintenance of the Next Generation  
7 ORCA System, to be effective after approval by each agency’s governing body; and

8 WHEREAS, on November 15, 2018 the Pierce Transit Board of Commissioners approved Resolution  
9 2018-045 authorizing execution of an Interlocal Cooperation Agreement for Design, Implementation,  
10 Operation, and Maintenance of the Next Generation Regional Fare Coordination System (Next Generation  
11 ORCA) (“the ILA”); and

12 WHEREAS, the ILA that was previously approved by this Board in Resolution No. 2018-045 has never  
13 taken effect since it was not agreed to by King County; and

14 WHEREAS, the King County recently requested clarifying language changes be made to the ILA,  
15 resulting in the amended ILA, attached hereto as Exhibit A; and

16 WHEREAS, all ORCA agencies approve the clarifying language changes in Exhibit A; and

17 WHEREAS, changes made to the ILA require the Pierce Transit Board of Commissioners to  
18 authorize the execution of the amended ILA; and

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

20 Section 1. The CEO is authorized to enter into and execute a revised Interlocal Cooperation  
21 Agreement for the Next Generation Regional Fare Coordination System (Next Generation ORCA) in  
22 substantially the same form found in Exhibit A attached hereto.

23 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
24 the 13th day of May 2019.

25 PIERCE TRANSIT

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27  
28 \_\_\_\_\_  
29 Nancy Henderson, Chair  
30 Board of Commissioners

31 ATTEST/AUTHENTICATED

32  
33 \_\_\_\_\_  
34 Deanne Jacobson, CMC  
Clerk of the Board

**Joint Board Special Meeting**  
**April 19, 2019**

**Action:** Approve the revised ORCA System Interlocal Agreement (ILA)

**Purpose:** To obtain Joint Board approval of the revised *Interlocal Cooperation Agreement for Implementation, Operation and Maintenance of the ORCA System* for the purpose of securing ORCA agencies' individual governing bodies approval and authority for each Joint Board member to execute the ILA. The Agreement is referred to as the *ORCA System Interlocal Agreement (ILA)*.

Once executed, this ORCA System Interlocal Agreement will be in effect concurrently with the legacy ORCA Interlocal Agreement. The legacy ILA will expire once the Vix Contract is terminated. In the event of a dispute, the Joint Board will determine which Interlocal Agreement takes precedent.

**Background:** On September 10, 2018, the Joint Board approved the next generation ORCA System Interlocal Agreement. Six agencies have since obtained governing body approvals.

During their preparation for governing body approvals, KCM requested revisions to the ILA, primarily regarding indemnification and insurance. The Regional Program Administrator and agency attorneys reviewed KCM's proposed revisions and reached agreement on final content changes in the following sections:

- 3.8 Regional ORCA Operation Team – expands definition to note the ROOT includes employees of the ROOT Agency and members of the ORCA Project Team.
- 5.6 Indemnifications – separates ROOT Agency indemnification from Regional Service Provider indemnification.
- 5.7 ROOT Agency Insurance – adds ROOT Agency insurance requirements and minimums which may be modified under the Joint Board authority.
- 14.5 Claims by Third Parties – adds Section 5 reference regarding application of claims.

The final revisions are incorporated in the attached ORCA System Interlocal Agreement.

Since the new ORCA System ILA was never completely approved and executed by all of the ORCA agencies, this revised version will replace the version approved by the Joint Board in September 2018 and will require approval by the seven ORCA agency governing bodies prior to execution by individual Joint Board members.

**Recommendation:** The Site Managers and Agency Attorneys recommend approval of the ORCA System Interlocal Agreement as revised.

INTERLOCAL COOPERATION AGREEMENT  
FOR IMPLEMENTATION, OPERATION AND MAINTENANCE  
OF THE ORCA SYSTEM

[\_\_\_\_\_, 2019]

Interlocal Cooperation Agreement  
For Implementation, Operation and Maintenance  
of the ORCA System

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Interlocal Cooperation Agreement  
For Implementation, Operation and Maintenance  
of the ORCA System

This Interlocal Cooperation Agreement for design, implementation, operation and maintenance of the ORCA System is entered into by the Snohomish County Public Transportation Benefit Area ("Community Transit"), the Kitsap County Public Transportation Benefit Area ("Kitsap Transit"), the Central Puget Sound Regional Transit Authority ("Sound Transit"), the State of Washington, acting through the Washington State Department of Transportation, Ferries Division ("Washington State Ferries"), the Pierce County Public Transportation Benefit Area ("Pierce Transit"), the City of Everett ("Everett") and King County ("King County"), individually referred to as an "Agency" and collectively known as "the Agencies" in this Agreement.

RECITALS

- A. The Agencies provide public transportation services within their service areas and as part of such services, collect fares from riders.
- B. Pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, the Agencies desire to jointly exercise their powers to better coordinate their respective services and fare payments systems in order to improve the availability, reliability and convenience of public transportation services within their service areas and throughout the region served by the Agencies.
- C. The Agencies desire to implement the next generation ORCA System to update the common, non-cash fare system throughout their service areas.
- D. The purpose of this Agreement is to establish the terms under which the Agencies will plan and implement activities necessary to transition from legacy ORCA and will operate the next generation ORCA System. The 2009 "Amended and Restated Interlocal Cooperation Agreement for Design, Implementation, and Maintenance of the Regional Fare Coordination System" will remain in place until termination of the legacy ORCA vendor contract.

NOW, THEREFORE, in consideration of the following terms and conditions and the above recitals which are incorporated into this Agreement and other valuable consideration, the sufficiency of which is hereby acknowledged, the Agencies agree to the above Recitals and the following:

## TERMS AND CONDITIONS

### 1.0 BACKGROUND AND PURPOSE

1.1 Agreement Purposes. This Agreement expresses the common interests of the Agencies for the successful implementation and operation of the ORCA System to encourage the use of public transportation and increased conveniences to the public in the payment of public transportation fares. This Agreement, among other things, establishes the framework for the Regional ORCA Operations Team (ROOT) and Regional Service Providers, the respective roles and responsibilities of the Agencies, the Systems Integrator (SI) and other ORCA Vendor contractors, the allocation of revenue collected utilizing the ORCA System, and the Agencies' commitments to fund their own and the regionally-shared costs to develop, operate, maintain and update the ORCA System.

1.2 Joint Board. The Agencies have created the Joint Board for the purpose of acting in the common good for all Agencies on the matters covered by this Agreement.

1.3 Naming Convention. The Agencies have agreed that the ORCA System will continue use of the trademarked name "ORCA" to inform and educate the public, in marketing materials and documents, and when undertaking other activities related to the ORCA System.

## 2.0 TRANSITION PERIOD

2.1 Need for Transition Period. The Agencies agree it is necessary to provide for a Transition Period to accommodate the concurrent performance of the final activities related to legacy ORCA and the initial and subsequently on-going operating activities necessary for the ORCA System.

2.2 Need for Regional Staff During Transition. The Agencies acknowledge and agree that during the Transition Period, regional staff will be necessary for development and operations activities for the new ORCA System and concurrently for operations of the legacy ORCA program.

2.3 Resolution Between Agreements. In the event of a conflict between legacy ORCA 2009 ILA and this Agreement, any such conflicts will be resolved by the Joint Board.

### 3.0 DEFINITIONS

The following definitions shall apply under this Agreement unless the context requires otherwise or another definition is expressly provided in this Agreement.

3.1 "Agency" or "Agencies" means each of the public transportation agencies that is a party to this Agreement.

3.2 "Agency Business Manager" means the person designated by an Agency to act as the primary point of contact for the Agency and the person authorized to speak for that Agency in matters relating to the ORCA System, unless otherwise provided in this Agreement.

3.3 "Business Account" means an entity other than an individual customer, including, but not limited to, an employer, educational institution or social service agency, that purchases ORCA Cards and/or Products for distribution to its employees, students or other program participants according to the terms of an agreement with a Business Account Lead Agency.

3.4 "Business Account Lead Agency" means an Agency authorized by the Joint Board to enter into agreements with Business Accounts on behalf of itself and other participating Agencies.

3.5 "Central Payments Account" means the payment account(s) maintained by the Regional ORCA Operations Team (ROOT) on behalf of the Agencies for the collection of individual Agency funds and subsequent transmission of payments on behalf of the Agencies to the ORCA Vendors and to Agencies acting as the ROOT or as Regional Service Provider.

3.6 "Change Order" means any written change to the Systems Integrator (SI) or other ORCA Vendor contract terms, conditions, specifications, scope, schedule or price, and may be either bilateral or unilateral.

3.7 "Contract Management" means the post-award management of the SI Contract or other ORCA Vendor contracts to ensure compliance with the terms of the contract by the ORCA Vendors, the ROOT and the Agencies.

3.8 "Contract Documentation" means the contract administration or contract management documentation contained in each contract file maintained by the ROOT Agency on behalf of the Agencies.

3.9 "Day" or "day" means a calendar day unless otherwise expressly provided.

3.10 "Escrow Agreement" means the agreement identifying the terms of the escrow services and any related verification services under the Systems Integrator Contract.

3.11 "Joint Board" means the governing body described in Section 4.0 of this Agreement.

3.12 "ORCA" means the regional fare collection system used by the participating Agencies. ORCA is a trademarked term.

3.13 "ORCA Accounts" means collectively the bank accounts that receive or hold payments made by customers, including Business Accounts, arising from the sales of ORCA Cards and/or ORCA Products, to be held on behalf of or disbursed to the Agencies. Such accounts shall be held in the name of the ROOT Agency.

3.14 "ORCA Capital Budget" means a capital project budget approved by the Joint Board for the regionally-shared ORCA Capital Costs.

3.15 "ORCA Capital Costs" means the actual costs in the ORCA Capital Budget for the development, implementation and any future enhancements to the ORCA System, including but not limited to the costs of ORCA systems and equipment, expansions and replacements. ORCA Capital Costs may consist of both agency-specific costs and regionally-shared costs that are allocated to each agency in accordance with the Capital Budget Policy.

3.16 "ORCA Card(s)" means any fare media or credential that can be presented for payment of fare on participating Agencies' services provided by, and in accordance with the terms established by the Agencies.

3.17 "ORCA Central Payment Gateway" means a single e-commerce application provider service that receives payment data for authorized credit card payments for all Agency sales channels except for Washington State Ferries.

3.18 "ORCA Director" means the employee of the ROOT Agency, approved by and reporting to the Joint Board, who directs and oversees administration, operations and planning of the ORCA System. As used in this Agreement, the term ORCA Director includes any person designated by the ORCA Director to perform a specific task on his or her behalf.

3.19 "ORCA Operating Budget" means the annual budget approved by the Joint Board that contains ORCA Operating Costs as defined in this Agreement.

3.20 "ORCA Operating Costs" means the actual costs of operating and maintaining the ORCA System and equipment that are approved by the Joint Board for cost-sharing among the Agencies in the annual ORCA Operating Budget. ORCA Operating Costs include: (a) the actual labor, material, overhead and other costs of the ROOT and other regional services providers; (b) the shared costs payable to the Systems Integrator (SI) and other ORCA Vendor contractors; and (c) such other operating costs designated and approved for cost-sharing by the Joint Board. ORCA Operating Costs are a component of the regional costs shared by the Agencies according to the ORCA budget policies. Agencies are also responsible for agency-specific operating costs related to that agencies' administration and management of the ORCA System.

3.21 "ORCA Project Team" means the regional program team tasked with design and implementation of the ORCA System.

3.22 "ORCA Product(s)" or "Product(s)" means any transit fare payment option offered for sale within the ORCA System including, but not limited to, monthly or period passes, E-purse, or ORCA Cards.

3.23 "ORCA Steering Committee" (OSC) means the regional Agency committee created to advise and collaborate with the Joint Board, the ORCA Project Team, and the Agency Business Managers on development and implementation of the ORCA System and subsequent ORCA projects.

3.24 "ORCA System" means the equipment, systems, facilities, ORCA Cards, ORCA Products, ORCA websites, data, information, and any products and services implemented by the Agencies using smart cards, open architecture and application-based systems to provide fare payment on participating Agencies' transportation services.

- 3.25 "ORCA Vendor(s)" means any contractor, including the Systems Integrator (SI), other than an Agency, that is retained by authority of the Joint Board and on behalf of all the Agencies to provide goods, legal, financial, technical and other services.
- 3.26 "Participating Agency" means an Agency on whose behalf a Business Account Lead Agency enters into an agreement with a Business Account for the sale of ORCA Cards and/or ORCA Products.
- 3.27 "PCI-DSS" means Payment Card Industry Data Security Standards.
- 3.28 "Regional ORCA Operations Team" or "ROOT" means **those employees of the ROOT Agency who comprise** the centrally-managed dedicated team responsible for planning, administration, management, and operations of the ORCA System, **and those members of the ORCA Project Team upon transition to operations as described in Section 5.1.**
- 3.29 "Regional Program Manager" means the ORCA Project Team manager responsible for implementation of the ORCA System and for contract administration as described in the SI Contract or other ORCA Vendor contracts.
- 3.30 "Regional Service Providers" means the Agencies designated by the Joint Board to perform regional functions for the ORCA System under Service Level Agreements with ROOT.
- 3.31 "ROOT Agency" means the agency designated by the Joint Board responsible for centralized, regional management, operations and administration of the ORCA System.
- 3.32 "Security Document" means a generic term for either an irrevocable letter of credit or a performance bond depending on the context.
- 3.33 "Service Level Agreement" (SLA) means an agreement that governs functions and performance between the ROOT and each Regional Service Provider or between the ROOT and the Agencies.
- 3.34 "Systems Integrator Contract" (SI) or (SI Contract) means the contract signed by Sound Transit, on behalf of the Agencies, under which the contractor shall design and implement the ORCA System.
- 3.35 "Transition Period" means the period during which both legacy ORCA and the ORCA System operating efforts are undertaken concurrently.

## 4.0 JOINT BOARD

4.1 Creation of Joint Board. The Joint Board created under the executed 2003 Interlocal Agreement and maintained in the executed 2009 Amended and Restated Interlocal Agreement, remains in effect under this Agreement. By executing this Agreement, the Joint Board shall function as a joint board pursuant to chapter 39.34 RCW. The Joint Board shall serve as the governing, policy-setting body to oversee the activities of the ORCA Director, Regional ORCA Operations Team (ROOT), Agencies, Systems Integrator (SI) and other ORCA Vendor contractors related to the design, implementation, operation and maintenance of the ORCA System, as provided in this Agreement. The Joint Board shall act on behalf of all Agencies and as may be in the best interests of the ORCA System.

4.2 Joint Board Members; Quorum. Membership on the Joint Board shall consist of the following Agency officials or their designees, which representative shall be authorized to take actions within the scope of this Agreement: King County's Transit General Manager; Community Transit's Chief Executive Officer; Sound Transit's Chief Executive Officer; Kitsap Transit's Executive Director; Pierce Transit's Chief Executive Officer; Everett's Director of Transportation Services; and Washington State Department of Transportation's Assistant Secretary for Ferries' Division. In addition, an Agency may select an alternate representative to participate on the Joint Board during the absence or inability of the designated official to participate. A quorum for a meeting of the Joint Board shall be a majority of the representatives of the Agencies.

4.3 Meeting Procedures. The Joint Board shall establish procedures for the operations and meetings of the Joint Board, including the election of a chair, vice chair, and other positions deemed necessary by the Joint Board and the frequency of meetings. The terms of office of the chair and other positions shall be determined by the Joint Board. The vice chair shall serve as acting chair if the chair is absent or otherwise unavailable. Each Joint Board representative shall be entitled to one vote. Voting by proxy may be permitted according to procedures adopted by the Joint Board. The Joint Board shall comply with applicable requirements of the Washington State Open Public Meetings Act.

4.4 Authority of Joint Board. The Joint Board is authorized to make decisions and take actions on all matters related to the ORCA System except those matters that require action by the governing boards of the Agencies. At a minimum, such decisions and actions that do not require further action by Agency governing boards include, but are not limited, to the following:

- 4.4.1 Make such decisions and take such actions as are expressly delegated to the Joint Board under this Agreement.
- 4.4.2 Approve changes to, and termination of, the SI Contract and other ORCA Vendor contracts. The Joint Board may delegate to the ORCA Director the authority to make changes to the SI Contract and other ORCA Vendor contracts, within limits established by the Joint Board and subject to the adopted Budget.
- 4.4.3 Approve the ORCA Capital Budget, capital shares methodology, and any budget amendments in accordance with the ORCA Capital Budget Policy.
- 4.4.4 Approve the ORCA Operating Budget, operating shares methodology, and any budget amendments in accordance with the ORCA Operating Budget Policy.
- 4.4.5 Approve revenue allocation formula for all regional ORCA Products.

- 4.4.6 Authorize the ROOT Agency to enter into contracts and make changes to same for designated Regional Services Providers. Provided, however, the Joint Board may delegate to the ORCA Director the authority to enter into contracts and make changes to same, within limits established by the Joint Board and subject to the adopted Budget.
- 4.4.7 Approve the public communication plan for the ORCA System implementation as developed by the ROOT Agency.
- 4.4.8 Consent to an Agency entering into a contract with an ORCA Vendor for a specialized application.
- 4.4.9 Approve the addition of new applications or integrations on ORCA Cards and access to the ORCA System by third parties. It is expressly agreed that no Agency is authorized to perform these activities without prior review by the ROOT Agency and approval of the Joint Board.
- 4.4.10 Appoint or replace an agency designated as a Regional Service Provider.
- 4.4.11 Approve the selection, oversee and review performance, and conduct annual performance review of the ORCA Director.
- 4.4.12 Approve the selection of an acting ORCA Director to fulfill responsibilities during absence or vacancy of the ORCA Director.
- 4.4.13 Adopt and amend a policy on ORCA System funds management to include guidelines designed to maximize return on ORCA funds while ensuring liquidity, under which the ROOT is to manage funds held by it in its role under this Agreement.
- 4.4.14 Authorize purchase of liability insurance with an appropriate deductible to protect the Agencies, provided that the funds to purchase such insurance are available in the ORCA Operating Budget. The insurance carrier or carriers providing such insurance shall be authorized to do business in the state of Washington and each have a Best's rating of no less than A: VIII.
- 4.4.15 Approve or amend all necessary business rules, policies and Service Level Agreements (SLA) under this Agreement, including but not limited to: Business Account Program Policy, Capital Budget Policy, Capital Investment Policy, Operating Budget Policy, Data Security Policy, Incident Response Plan, Records Management Policy, ROOT-Agency SLA and ROOT-Regional Service Provider SLAs.
- 4.4.16 Approve the addition of new parties to this Agreement and the terms and conditions for such addition pursuant to Section 11.0.
- 4.4.17 Approve the terms and conditions for an Agency's withdrawal from this Agreement, pursuant to Section 15.0.
- 4.4.18 Remove an Agency from this Agreement for good cause and establish the payments to be made by the Agency on account of such removal, pursuant to Section 15.0.
- 4.4.19 Conduct or cause to be conducted an annual review of the ORCA System and the performance of any ORCA Vendor.

- 4.4.20 Establish committees and advisory groups to perform activities related to the ORCA System or to provide reports or recommendations to the Joint Board related to the ORCA System.
- 4.4.21 Approve and amend the charter for the ORCA Steering Committee (OSC) outlining the structure, roles, responsibilities and authorities associated with OSC activities during design and implementation of the ORCA System and future ORCA capital projects.
- 4.4.22 Approve and amend the charter for the ORCA Security Committee (OSEC) outlining the structure, roles, responsibilities and authorities associated with OSEC oversight of information security and risk management activities for the ORCA System.
- 4.4.23 Approve, by unanimous vote, the addition of other decisions and actions to those specified below in Subsection 4.5 that require only a simple majority vote of the Agency representatives present and voting on the matter at a meeting in which a quorum is present.
- 4.4.24 Delegate the Joint Board's authority under this Agreement subject to such limitations and conditions as the Joint Board may establish.

4.5 Decision-Making/Voting Process. The Joint Board shall attempt to reach consensus agreement on the decision before it. The Joint Board shall make decisions and take action by voting with each Agency having one vote. Except as provided below, decisions and actions by the Joint Board shall require a unanimous vote of the Agency representatives present and voting on the matter at a meeting in which a quorum is present. The following decisions shall require only a simple majority vote of the Agency representatives present and voting on the matter at a meeting in which a quorum is present:

- 4.5.1 Termination/replacement of the ORCA Director, in accordance with Section 5.0.
- 4.5.2 Termination/replacement of one of the Regional Service Providers.
- 4.5.3 Approval of change orders, provided the amount approved does not exceed the adopted Budget.
- 4.5.4 Determination of the amount of damages and additional costs to be paid by a withdrawing Agency or an Agency removed from this Agreement.
- 4.5.5 Approval of agency-specific purchases of goods and services in accordance with this Agreement.

4.6 Record of Decisions. Except as provided in this Agreement, all decisions made by the Joint Board under this Agreement shall be final and binding on the Agencies. Decisions and actions by the Joint Board shall be memorialized in writing and signed by the chair or acting chair of the Joint Board. A copy of each decision and action shall be distributed to each Joint Board representative and alternate representative within five (5) days of the decision or action.

4.7 Emergency Procedures. Consistent with applicable Washington State law, the Joint Board may adopt procedures for providing direction and decision-making in the event of emergencies that have or may have direct, significant and material negative effects on the operation and maintenance of ORCA and consideration of such emergencies by the Joint Board could not occur in a timely manner, all as determined by the Chair or Vice Chair of the Joint Board. Such procedures may allow expedited

procurement procedures to address the emergency, as may be permitted by Washington State law. Each decision made pursuant to such procedures shall be subject to ratification by the Joint Board in a regular or special meeting within two (2) weeks after the finding of an emergency by the Chair or Vice Chair of the Joint Board.

## 5.0 REGIONAL OPERATIONS AND ADMINISTRATION

5.1 ORCA Project Team and Duties. The ORCA Project Team is tasked with design and implementation of the ORCA System. The duties and responsibilities of the ORCA Project Team are set forth in the legacy ORCA 2009 Interlocal Agreement as *Exhibit J next generation ORCA Replacement System, Attachment 2 next generation ORCA Program Charter*. The ORCA Steering Committee provides oversight for the ORCA Project Team. Upon transition to operations, the ORCA Project Team will be managed by the ORCA Director and become a part of the Regional ORCA Operations Team (ROOT).

5.2 ORCA Director. The ORCA Director shall serve at the discretion of the Joint Board and will oversee and manage the ROOT. The ORCA Director shall serve under the employment terms and conditions established by the designated Agency who shall nominate and recommend to the Joint Board a person to serve as ORCA Director. The Joint Board, in its sole discretion, may accept or not accept the person recommended by the designated Agency. The designated Agency shall not offer the position of ORCA Director until the Joint Board has approved the recommendation of that person.

5.2.1 ORCA Director Duties. The ORCA Director shall report to the Joint Board and have day-to-day responsibility for the functions and performance of the ORCA System and oversight of the ROOT and the Regional Service Providers as set forth under Service Level Agreements (SLA) adopted by the Joint Board. The ORCA Director shall collaborate with the ORCA Steering Committee, the Agencies and committees established by the Joint Board, and perform other work as may be directed by the Joint Board.

5.2.1.1 The ORCA Director shall work with the ORCA Steering Committee to establish a staffing and operations plans for approval by the Joint Board, and oversee the functions and responsibilities of the ROOT.

5.2.1.2 The ORCA Director shall work with the Agency Business Managers and the ROOT to establish Service Level Agreements for approval by the Joint Board.

5.2.2 Change of ORCA Director. If the Joint Board determines, for whatever reason, that the ORCA System requires a different ORCA Director, the Joint Board shall notify the designated Agency. Such request for removal which shall be subject to the limits and requirements of any personnel or human resources policies and provisions of designated Agency. Subject to such limits and requirements, designated Agency shall then nominate a new ORCA Director who shall be subject to approval of the Joint Board.

5.3 Regional ORCA Operations Team (ROOT). The Joint Board has designated an Agency to perform the functions of the ROOT including budget, change management, finance, operations, planning, security or other functions as may be directed by the Joint Board. The members of the ROOT shall act on behalf of and under the direction of the ORCA Director and under Service Level Agreements approved by the Joint Board. Each member of the ROOT shall serve under the employment terms and conditions established by the ROOT Agency.

5.4 Regional Service Providers. The Joint Board will designate Agencies to perform Regional Service Provider functions under the oversight of the ORCA Director and as set forth in Service Level Agreements adopted by the Joint Board. Changes to the designation of an Agency as a Regional Service Provider must be approved by the Joint Board. The staff of each Regional Service Provider shall serve under the employment terms and conditions established by the Regional Service Provider's agency.

5.5 Protection of ROOT and Regional Service Providers. In consideration of and as an inducement for the work of the ROOT and the Regional Service Providers, the Agencies agree that:

- 5.5.1 The ROOT or Regional Service Providers staff may rely upon any written report (including net settlement reports prepared by an ORCA Vendor), notice, request, direction, consent, order, resolution, certificate, statement, instrument, or other paper or document submitted to the ROOT by an Agency, the ORCA Director, the ORCA Vendors, the Joint Board or its designee, or any bank holding the ORCA Accounts or any Agency account(s), provided the ROOT has a reasonable belief that the document is: (1) genuine; (2) within the submitting entity's authority under this Agreement, the ORCA Vendor's contract or other applicable agreement; and (3) signed or presented by the authorized representative of the submitting entity. Any action taken, suffered or omitted by ROOT based on such reliance shall be deemed to have been done in good faith for purposes of Section 5.6 below. For purposes of this section an "authorized representative" of an Agency is the person identified by the Agency Business Manager as the person authorized by the Agency to communicate with the ROOT. For purposes of this section, a "written" report, notice, request, direction, consent, order, resolution, certificate, statement, instrument, or other document may be delivered to the ROOT online or by email.
- 5.5.2 The ROOT or any Regional Service Provider may consult with counsel engaged by its Agency (whether in-house or external) and independent certified public accountants from time to time, and reliance on the written advice of such counsel or accountants with respect to any action taken, suffered or omitted by the ROOT shall be deemed to be in good faith and subject to the provisions of Subsection 5.5.1 above.
- 5.5.3 The ROOT or any Regional Service Provider staff shall be under no obligation to perform any functions or activities not provided for under this Agreement unless (a) the Joint Board has authorized such function or activity; and (b) the Agencies provide to the ROOT and Regional Service Providers such security or indemnity as is reasonably satisfactory to it against the costs, expenses and liabilities which might be incurred by it in the performance of such function or activity.

5.6 Indemnification.

5.6.1 The Agencies, except the Agency appointed as the ROOT Agency, hereby agree to defend, indemnify and hold harmless the ROOT Agency and its officers, directors and employees for and against any lawsuits, claims, actions, loss, liability or expense arising out of or in connection with the ROOT's acts or omissions in the performance of its duties under this Agreement, except to the extent such lawsuits, claims, actions, loss, liability or expense arises from the ROOT's gross negligence, bad faith, or willful misconduct and except to the extent that such lawsuits, claims, actions, loss, liability or expense is covered by a policy of insurance purchased by the ROOT Agency or authorized by the Joint Board pursuant to Section 4.4.14 of this Agreement. Each indemnitor Agency shall be responsible only for the share of the lawsuits, claims, actions, loss, liability or expense in proportion to that Agency's cost sharing percentage in effect pursuant to Section 8.5 of this Agreement on the relevant date of loss.

Notwithstanding any other provision of this Section 5.6.1, the ROOT Agency shall also be responsible for a share of the lawsuits, claims, actions, loss, liability or expense in proportion to the ROOT Agency's cost sharing percentage in effect pursuant to Section 8.5 of this Agreement on the relevant date of loss. The ROOT Agency's share shall be deducted from the total cost of

the lawsuits, claims, actions, loss, liability or expense before the indemnitor Agencies' shares are calculated.

The ROOT Agency hereby agrees to defend, indemnify and hold harmless the other Agencies and their officers, directors and employees for and against any lawsuits, claims, actions, loss, liability or expense arising out of or in connection with the ROOT's gross negligence, bad faith or willful misconduct.

5.6.2 The Agencies, except the Agency appointed as the Regional Service Provider, hereby agree to defend, indemnify and hold harmless the Regional Service Provider Agency and its officers, directors and employees for and against any lawsuits, claims, actions, loss, liability or expense arising out of or in connection with the Regional Service Provider Agency's acts or omissions in the performance of its duties under this Agreement, except to the extent such lawsuits, claims, actions, loss, liability or expense arises from the Regional Service Provider Agency's gross negligence, bad faith, or willful misconduct and except to the extent that such lawsuits, claims, actions, loss, liability or expense is covered by a policy of insurance purchased by the Regional Service Provider or authorized by the Joint Board pursuant to Section 4.4.14 of this Agreement. Each indemnitor Agency shall be responsible only for the share of the lawsuits, claims, actions, loss, liability or expense in proportion to that Agency's cost sharing percentage pursuant to Section 8.5 of this Agreement and in effect on the relevant date of loss.

Notwithstanding any other provision of this Section 5.6.2, the Regional Service Provider Agency shall also be responsible for a share of such lawsuits, claims, actions, loss, liability or expense in proportion to the Regional Service Provider Agency's cost sharing percentage in effect pursuant to Section 8.5 of this Agreement on the relevant date of loss. The Regional Service Provider Agency's share shall be deducted from the total cost of the lawsuits, claims, actions, loss, liability or expense before the indemnitor Agencies' shares are calculated.

Each Regional Service Provider Agency hereby agrees to defend, indemnify and hold harmless the other Agencies and their officers, directors and employees for and against any lawsuits, claims, actions, loss, liability or expense arising out of or in connection with the Regional Service Provider's gross negligence, bad faith or willful misconduct.

5.6.3 The provisions of Section 5.6 shall survive the termination of this Agreement or the earlier resignation or removal of the Agency designated as the ROOT Agency or as a Regional Service Provider Agency.

## 5.7 ROOT Agency Insurance

5.7.1 The Agency designated as the ROOT Agency shall procure and maintain, at its sole cost and expense, or require its Contractor(s) to maintain the minimum insurance set forth below for the protection and handling of its liabilities, unless modified as directed by the Joint Board.

5.7.1.1 Commercial General Liability with minimum limits of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

5.7.1.2 Cyber Liability with minimum limits of \$1,000,000 per claim or occurrence and in the aggregate. Coverage shall include loss resulting from data security/privacy breach, extortion, unauthorized access or related violations including identity fraud and

privacy law violations. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.

5.7.1.3 Crime Insurance with minimum limits of \$1,000,000. Coverage shall include theft, disappearance, destruction liability, employee dishonesty, and shall include 'Joint Loss Payable' ISO Form CR 20 15 10/10 or its substantive equivalent.

5.7.1.4 Workers' Compensation with statutory limits.

5.7.1.5 Employer's Liability or "Stop Gap" with minimum limits of \$1,000,000 each occurrence.

5.7.2 The Agency designated as ROOT Agency and its Contractor(s) shall include all other Agencies, their respective officers, officials, employees and agents as additional insureds for full policy limits as respects liability arising out of activities performed by or on behalf of the ROOT in connection with this Agreement.

5.7.3 To the extent of the ROOT Agency's or its Contractors' negligence, this insurance coverage shall be primary insurance as respects the other Agencies, their officers, officials, employees, and agents, including being primary to any indemnification language within this agreement.

## 6.0 CONTRACT ADMINISTRATION AND MANAGEMENT

6.1 Authority to Execute and Administer Contracts. The Regional ORCA Operations Team (ROOT) Agency is duly authorized to award, execute and modify contracts with the Systems Integrator (SI) and with other ORCA Vendors. Said contracts provide that no Agency shall be liable to the contractors for more than its applicable percentage share, of the total amounts due the contractors.

The ROOT Agency shall solicit proposals and bids and award and administer the SI and other ORCA Vendor contracts related to the ORCA System within the budgets adopted by the Joint Board. The ROOT Agency shall follow its established procurement policies and procedures, and unless otherwise approved by the Joint Board, and shall be responsible for administration of such contracts.

6.2 Contract Administration and Management. The Agencies agree it is essential to have efficient processes and procedures for administering contracts with the SI and other ORCA Vendors. This Section 6.0 describes the general contract administration and management activities and actions that are to be managed or taken by the ORCA Director, the ROOT Agency, the Regional Program Manager, or by the Agencies. The Agencies intend that the authorities of the ROOT and Joint Board are to be generally consistent with the usual grants of authorities for administration of contracts awarded by a public agency, notwithstanding the fact that the ROOT Agency may have specific policies and practices related to contract administration that are different from the other Agencies.

- 6.2.1 The ORCA Director shall make all decisions except those decisions identified in this Agreement that are made by the Joint Board or governing bodies of the Agencies consistent with the level of monetary expenditure authorized by the Joint Board. The ORCA Director, ROOT contract management staff, and the ORCA Project Team, will monitor the performance of ORCA Vendor contracts and maintain a contract management system that ensures that the contractors perform in accordance with the terms, conditions and specifications of their contracts.
- 6.2.2 The Agencies acknowledge that it is essential the contract administration and management staff and the ORCA Project Team serve as communication conduit with the SI or other ORCA Vendors. The Agencies and members of the Joint Board shall refrain from communicating directly with the SI or other ORCA Vendors, unless specifically designated by the ORCA Director or Regional Program Manager. However, each Agency may communicate directly with ORCA Vendors as necessary for specialized applications or Agency-specific integrations.
- 6.2.3 The SI and other ORCA Vendor contracts shall be administered by the ORCA Project Team's Regional Program Manager during the development and implementation of the ORCA System and by the ORCA Director after transition to operations.
- 6.2.4 Contract Documentation for SI and other ORCA Vendors contracts will be maintained by the ROOT Agency on behalf of the Agencies. Any Agency may request copies of the Contract Documentation. If an Agency receives a public disclosure request for any of the materials in the Contract Documentation, the Agency will forward the request to the ORCA Director, who shall administer the request in accordance with the ORCA Public Records Disclosure Policy.
- 6.2.5 The ORCA Director may delegate specific activities required to perform contract administration or contract management functions to various members of the ROOT.

6.3 Change Orders. Prior to transition to operations, the Regional Program Manager shall manage Change Orders on behalf of the Agencies. After transition to operations, the ORCA Director shall manage Change Orders under a Service Level Agreement approved by the Joint Board.

6.3.1 The ORCA Director shall notify each Agency of any approved Change Orders and amendments. Each Agency delegates to the ORCA Director its authority to negotiate and approve Change Orders, so long as each Change Order does not exceed \$250,000 and does not exceed the approved budget.

6.3.2 The ORCA Director may request the Joint Board authorize a Change Order that exceeds \$250,000. The Joint Board may authorize additional amounts at levels it deems appropriate provided the approved budget is not exceeded.

6.4 Deliverables under ORCA Vendor Contracts. Approval of contract deliverables shall be described and managed under Service Level Agreement between the ROOT and the Agencies.

6.5 Claims against ORCA Vendors. The ROOT Agency has the authority to file a claim against or seek damages from an ORCA Vendor during the term of the contract. In the event an Agency identifies a cause for a claim, that Agency shall notify the ORCA Director. The ROOT contract management staff shall follow provisions under the applicable ORCA Vendor contract for any claims, damages or delays.

6.6 ROOT Agency; Indemnity. Each Agency agrees to defend, indemnify and hold the ROOT harmless, in its capacity as an individual Agency, for any costs that may be subsequently disallowed for grant reimbursement due to any differences between the ROOT Agency's procurement process and such Agency's process or the requirements of any federal or state agency making a grant that is utilized in the ORCA System.

6.7 Specialized Applications; Indemnity. "Specialized applications" related to the ORCA System and developed by an Agency through the SI or other ORCA Vendors are applications that benefit one or more Agencies but are not integral to the ORCA System, as determined by the Joint Board.

6.7.1 An Agency seeking to develop specialized applications shall enter into individual contracts with the SI Contractor or other ORCA Vendors and be solely responsible for paying the costs of such contracts. At least thirty (30) days prior to entering into such contracts, the Agency shall provide a copy of each proposed contract to the Joint Board and demonstrate to the satisfaction of the Joint Board that entering into each contract will not add cost to the other Agencies and will not delay or interfere with the ORCA System. Any revenue received from a specialized application shall be allocated solely to the Agency that paid for the specialized application.

6.7.2 Each Agency shall defend, indemnify and hold harmless the other Agencies from all claims of any kind and for all costs incurred (including attorneys' fees) as a result of the Agency entering into such individual contracts for specialized applications with the SI or other ORCA Vendor.

6.8 Other Agency Consultant Contracts. Each Agency may sign and administer individual consultant contracts for the performance of ORCA System tasks unique to such Agency that are not covered by SI or other ORCA Vendor contracts. An Agency entering into such individual consultant contracts shall be solely responsible for paying the costs of such contracts. At least thirty (30) days prior to entering into such consultant contracts, the Agency shall provide a copy of each proposed contract to the Joint Board and demonstrate to the satisfaction of the Joint Board that entering into each contract will not add cost to

the other Agencies and will not delay or interfere with the development or operations of the ORCA System.

6.9 Individual Consultant Contract Procurement; Indemnity. To the extent an Agency (the “contracting Agency”) enters into such an individual consultant contract by using the procurement process conducted for ORCA Vendor contracts by another Agency (the “procuring Agency”), the contracting Agency thereby accepts the procuring Agency’s competitive selection process for the purpose of entering into the contracting Agency’s contract and hereby agrees to defend, indemnify and hold the procuring Agency harmless against any and all claims, liabilities or costs of any kind or nature which arise out of or are related to the consultant selection process or any individual contracts with the consultants. As to such individual consultant contracts, no Agency shall be required to use the procurement process conducted for ORCA Vendor contracts.

Each Agency shall defend, indemnify and hold harmless the other Agencies from all claims of any kind and for all costs incurred (including attorneys' fees) as a result of the Agency entering into such individual consultant contracts.

6.10 No Authority Except As Expressly Granted. Each Agency agrees that it shall not exert or purport to possess authority with regard to the ORCA System not expressly provided under this Agreement.

## 7.0 INDIVIDUAL AGENCY RESPONSIBILITIES

7.1 General Responsibilities. In addition to, and not in limitation of other Agency performance requirements contained in this Agreement, each Agency shall take the following actions consistent with the provisions of this Agreement.

- 7.1.1 Comply with the terms of this Agreement and any policies, business rules, Service Level Agreements or guidelines adopted by the Joint Board including, but not limited to, those regarding business accounts, change management, data and system security, data management, finance, operations, privacy, and public disclosure.
- 7.1.2 Designate an Agency Business Manager to act as a single point of contact for the Agency to work with the Regional ORCA Operations Team (ROOT) to ensure full and timely performance of all Agency responsibilities under this Agreement.
- 7.1.3 Designate an ORCA Steering Committee representative for activities associated with design and implementation of the ORCA System and design and implementation of future changes to the ORCA System.
- 7.1.4 Designate and direct Agency representatives to participate in regional committees as may be established by the Joint Board, or in meetings with the ROOT, Systems Integrator (SI) or other ORCA Vendors, representatives of other Agencies, and any combination of such parties.
- 7.1.5 Comply with the business rules for fare collection and customer services practices, as may be adopted or amended by the Joint Board.
- 7.1.6 Continue to set its own fares and fare policies provided they are consistent with the provisions and practices set forth in this Agreement or business rules established by the Joint Board.
- 7.1.7 Respond to public disclosure requests as required by the Public Disclosure Act (RCW 42.56 *et seq.*), and coordinate Agency responses with other Agencies and the ROOT pursuant to the guidelines adopted by the Joint Board.
- 7.1.8 Maintain individual Agency bank accounts as outlined in the system design and as may be required by the ROOT to facilitate timely transfer of revenue allocations based on sales and use of ORCA Cards and/or ORCA Products.
- 7.1.9 Provide authorization to the ROOT to direct the movement of funds among the ORCA Accounts and the Agency's bank account(s) for the purposes of fare revenue settlement ("Settlement Account").
- 7.1.10 Provide authorization to Internet gateway processors and other service providers as necessary for the authorization and processing of internet sales transactions.
- 7.1.11 For agencies requiring a non-centralized processor, establish merchant agreements with banks and system-designated gateway processors for acceptance and processing of credit and debit card transactions. Such Agency shall accept the risk of loss regarding cash, check, and credit/debit card transactions: (a) processed at the Agency's customer

service office; (b) processed at the Agency's call center; and (c) under a Business Account Agreement when acting as the Business Account Lead Agency.

- 7.1.12 Comply with Generally Accepted Accounting Principles (GAAP), methods prescribed by the Washington State Auditor and business rules established by the Joint Board in accounting for assets, liabilities, resources and expenditures related to the ORCA System.
- 7.1.13 Allow access to facilities and records and/or conduct annual audits in accordance with GAAP and Generally Accepted Auditing Standards (GAAS); report audit concerns to the ROOT.
- 7.1.14 Collect, report and pay any taxes applicable to transactions that are processed by the Agency. Each Agency shall indemnify, defend and hold harmless other Agencies from claims, judgments and penalties of any kind and for all cost incurred (including attorney fees) as a result of the Agency's non-compliance with this subsection.
- 7.1.15 Agree to address all "user control considerations" identified in the Service Organization Controls (SOC) diagnostic review performed by an external auditor and implement such control activities or risk mitigation recommendations made in future external auditor engagements for the ROOT or SI Contractor.
- 7.1.16 Maintain insurance, or if self-insured, adequate reserves to respond to potential issues that arise through the course of the operation of the ORCA System. Without limiting any Agency's defense and indemnification obligations under this Agreement, each Agency shall maintain in force, at all times during the term of this Agreement, a policy or policies of Commercial General Liability insurance with limits not less than \$1 million with insurance carriers authorized to do business in the state of Washington, which have a Best's rating of no less than A: VIII. If an Agency is self-insured, or is a member of a self-insurance pool, a certification of self-insurance covering the activities of the Agency in the ORCA System shall constitute compliance with this insurance requirement. Upon request of the Joint Board, each Agency shall submit documentation demonstrating its compliance with this insurance requirement.

## 7.2 Security.

- 7.2.1 Adequately manage the security of the Agency's portions of the system, and collectively, the ORCA System, including (but not limited to) the Payment Card Industry Data Security Standard (PCI-DSS), as evaluated against the version that is enforceable during the compliance period being assessed.
- 7.2.2 Incorporate and follow best security practices, the applicable standards at the point in time, in the operation and maintenance of the Agency's respective portions of the ORCA System.
- 7.2.3 Comply with the provisions of business rules and data security policies adopted by the Joint Board.

### 7.3 Networks, Equipment and Software.

- 7.3.1 Comply with preventative maintenance programs as outlined in the SI or other ORCA Vendor contracts and in operations and maintenance manuals provided by the contractor.
- 7.3.2 Monitor the Agency's networks, equipment, and software related to the ORCA System and take such reporting and corrective measures as are required under the business rules and policies adopted by the Joint Board.
- 7.3.3 Provide to the ORCA Director requested information relating to, and take requested actions required for, the administration and enforcement of warranties on all ORCA-related equipment, hardware and software.
- 7.3.4 Maintain equipment and equipment inventory, warranty and repair records and provide reports as requested by the ORCA Vendors or the ORCA Director to monitor overall system and component reliability, identify regional trends in equipment failures.
- 7.3.5 Comply with the processes and requirements set out by the ORCA Vendors and the ORCA Director to submit requests for authorizing return of equipment and return of defective equipment.
- 7.3.6 Comply with the process set out by the ORCA Director for the submission of documentation to receive ORCA Vendor reimbursement, if applicable, for the cost of removing, replacing and returning defective equipment.
- 7.3.7 Maintain an inventory of spare ORCA System equipment adequate to have sufficient quantities available for the Agency's ORCA operations at all times.

### 7.4 System Operations.

- 7.4.1 As applicable, provide and maintain communication lines, wireless communications infrastructure, routers and switches connecting locations, including, but not limited to Agency facilities, as necessary for data transmittal for the ORCA System.
- 7.4.2 Repair and reinstate communications networks to maintain an adequate level of network availability as needed to support operation of the ORCA System, as set forth in the Service Level Agreement with the ROOT and as adopted by the Joint Board.
- 7.4.3 Train, or provide training for Agency personnel on operation and maintenance of the ORCA System, consistent in content with those of other Agencies and based on training materials developed by ORCA Vendors.
- 7.4.4 Allow ORCA Vendors to access Agency equipment and facilities for the performance of development, installation, operation and maintenance functions under applicable contracts; provided that the ORCA Vendor shall comply with the Agency's security policies, procedures and requirements including applicable labor agreements.
- 7.4.5 Submit requests to modify the ORCA System following the change management process as set forth in Service Level Agreement with the ROOT and as adopted by the Joint Board.

No changes shall be implemented except through the established change management process.

- 7.4.6 Coordinate fare table and service data updates with other Agencies in accordance with rules established by the ROOT and approved by the Joint Board, and provide such updates in advance per prescribed time lines as may be required by the ORCA Director and the ORCA Vendors to support regional testing prior to deployment into the ORCA System.
- 7.4.7 Ensure operating staff use ORCA components in accordance with published training and operating procedures. Take remedial action and provide supplemental training as required to be in compliance with published training and operating procedures.
- 7.4.8 Establish and maintain procedures and responsibilities for handling incidents and emergencies related to the ORCA System; and provide a designated contact available within two (2) hours' notice to respond to such incidents and emergencies.
- 7.4.9 In coordination with the ROOT, develop, maintain and periodically exercise an Agency business continuity plan to be activated in the event of substantial or complete failure of the ORCA System. Support the ROOT in coordination with the SI Contractor and other ORCA Vendors in the event of the need to recover from such failures.
- 7.4.10 Maintain records of any disciplinary action taken against an employee resulting from willful or negligent misuse or mishandling of ORCA equipment or data, and, as appropriate, notify the ORCA Director of any ORCA System impacts that may result.
- 7.4.11 Make no changes or modifications to any ORCA component, software or ORCA Vendor-provided documentation (other than Agency-customized training materials) without approval from the ROOT.

## 7.5 Customer Services.

- 7.5.1 If applicable, issue ORCA Cards and/or load ORCA Products for ORCA customers on behalf of all of the Agencies in accordance with the business rules adopted by the Joint Board.
- 7.5.2 Assist in the development and implementation of uniform agreements to be used in the ORCA System, including but not limited to agreements used by Business Account Lead Agencies.
- 7.5.3 Respond to all customer inquiries and transaction requests related to ORCA functionality regardless of the services actually used by the customer. Direct the customer to other Agencies for assistance.
- 7.5.4 As applicable, participate in the ORCA regional call center operations.

7.6 Agency Duties under ORCA Vendor Contracts. The Agencies have additional responsibilities that are set forth in the Systems Integrator Contract and will or may be set forth in other ORCA Vendor contracts. The Agencies shall apprise themselves of the terms and conditions of all ORCA Vendor contracts and take all necessary and appropriate actions to fulfill all responsibilities, whether described in this Agreement, in the SI or other ORCA Vendor contracts. In the event that the Agency believes that

there is a conflict between its responsibilities described in this Agreement and those ORCA Vendor contracts, the Agency shall bring said conflict to the attention of the ORCA Director. In the event the matter is not resolved, it shall be referred to the ORCA Steering Committee, and if still not resolved, to the Joint Board for resolution. The Agency shall abide by the decision of the Joint Board.

7.7 Agencies Serving as Business Account Lead Agencies. An Agency may act as a Business Account Agreement Lead Agency or Participating Agency subject as specified in the Business Account Program Policy adopted by the Joint Board, and under business rules adopted by the Joint Board.

## 8.0 FINANCIAL PROVISIONS

8.1 General Provisions. By entering into this Agreement, each Agency agrees to pay the capital and operating costs of the ORCA System for the duration of the System Integrator (SI) Contract or other ORCA Vendor contracts.

8.1.1 Utilization Period. Having invested in the development and implementation of the ORCA System, the Agencies are committed to utilizing the system for at least eleven (11) years. By entering into this Agreement, each Agency agrees to fund its own agency-specific costs and to pay its percentage of regionally-shared costs.

8.1.2 ORCA Program Costs. ORCA Program Costs will include agency-specific costs and regionally-shared costs as approved by the Joint Board. Agency-specific costs shall be budgeted and managed by the individual Agencies incurring those costs.

8.1.3 Uncompensated Contributions. The cost of goods and services which benefit all Agencies, when provided by an Agency and designated as uncompensated contributions, will not be considered regionally-shared costs. Provided, however, an Agency may terminate any contribution designated as such after providing written notice to the other Agencies at least eighteen (18) months in advance of the budget year in which the termination will take effect.

8.2 ORCA Capital Budget. The ORCA Project Team manager shall prepare for approval the project scope and capital budget that includes the ORCA Capital Costs for the design, development, testing and implementation of the replacement ORCA System. For ORCA System enhancements and capital projects, the ORCA Director in coordination with the ROOT and Agency Business Managers shall prepare project scope and capital budget for approval by the Joint Board.

8.3 Capital Shares. The regional cost sharing methodology for calculating percentage shares to be paid by each Agency, is described in the ORCA Capital Budget Policy, as adopted by the Joint Board. The capital shares for each project phase shall not be subject to revision, unless approved by the Joint Board, or as necessary to accommodate the addition of a new Agency, or the withdrawal or removal of an Agency from this Agreement.

8.4 ORCA Operating Budget. The ORCA Director, in coordination with the ROOT and Agency Business Managers, will prepare each annual ORCA Operating Budget with the regionally-shared costs for the following year, for approval by the Joint Board by June 1 or such other date as may be established by the Joint Board. Amendments to the adopted ORCA Operating Budget will be submitted to the ORCA Director for approval by the Joint Board. The ORCA Director is responsible for monitoring expenses to ensure that any changes required to the adopted Budget are approved by the Joint Board prior to the commitment of funds in excess of the adopted annual budget.

8.5 Operating Shares. The regional cost sharing methodology for calculating percentage shares to be paid by each Agency for regionally-shared operating costs are set forth in the ORCA Operating Budget Policy, as adopted by the Joint Board.

8.6 Budget Amendments. Any amendment to the ORCA Capital Budget or ORCA Operating Budget shall be subject to approval by Joint Board and subject to the amounts committed by each Agency.

8.7 System Investments. For capital investments such as software revisions, enhanced functionality, expansion, enhancements, replacement and repair, approved by the Joint Board as regionally-shared

costs, the capital percentage shares shall be calculated and agreed to by the Joint Board for capital projects.

8.8 Bill payment and invoicing.

- 8.8.1 Pursuant to RCW 39.34.030 (4)(b), the Joint Board shall establish a special fund(s) account(s) with the ROOT Agency on behalf of all the Agencies. The ROOT shall establish a Central Payments Account and process payments on behalf of the participating Agencies from that account. One or more of the Agencies may, at their own expense, audit the performance of the financial services provided by the ROOT under this Agreement. Upon reasonable notice, during normal working hours, ROOT staff shall provide such Agency auditors access to its facilities for copying the records of its actions and decisions while performing financial services as the ROOT.
- 8.8.2 Each Agency agrees to make payments promptly, and consistent with the deadlines set forth in business procedures established by the ROOT Agency.
- 8.8.3 The cost of agency-specific goods and services and any other agency-specific costs shall be fully paid by the requesting Agency in addition to its cost sharing commitment under this Agreement. The Agency will coordinate the payment of invoices for agency-specific costs owed to an ORCA Vendor, with the ORCA Director as necessary.
- 8.8.4 The ROOT shall not be obliged to disburse funds from the Central Payment Account unless balances in the account are sufficient to cover the disbursement. In the event that one or more agencies do not remit within the prescribed timeframes, the ROOT may disburse to an ORCA Vendor up to the amounts received in respect of that vendor's invoice (also referred to as short payment of vendor invoice).
- 8.8.5 Each Agency shall be responsible and liable to the other Agencies for interest and other costs, claims or liabilities of any kind that result from late payment by the Agency, and the late-paying Agency shall defend, indemnify and hold harmless the other Agencies from such costs, claims or liabilities resulting from the late payment. The late-paying Agency will be responsible for any late payment charges. In the event an individual Agency fails to pay its individual costs or its share of regionally-shared costs, the other Agencies may also seek a judgment against said Agency. The costs of seeking a judgment will be considered costs of the Agencies and shall become part of the ORCA Operating Budget. Any costs incurred to seek the judgment and recover costs will be charged in full against the responsible Agency.

8.9 Security Documents. The Agencies agree that the Agency executing the SI Contract or other ORCA Vendor contracts, shall be named as the sole beneficiary on any Security Documents as defined in and provided by the ORCA Vendors under the applicable vendor contract. In the event the designated Agency makes a draw on a Security Document in accordance with an ORCA Vendor contract, it shall hold the proceeds for allocation among the Agencies in accordance with the Joint Board's direction. The proceeds shall be allocated among the Agencies according to each Agency's proportionate share of the total damages or costs for which the Security Document draw is made.

8.10 Retainage. If a retainage account is created in place of a Security Document, the Agencies authorize the ROOT to manage the retainage account in the manner provided under the SI or other ORCA Vendor contracts. In the event the Joint Board authorizes a withdrawal of funds from the retainage account, the ROOT shall transfer the funds to the Central Payments Account for allocation among the

Agencies in accordance with the Joint Board's direction. The proceeds shall be allocated among the Agencies according to each Agency's proportionate share of the total damages or costs for which the withdrawal is made.

8.11 Business Account Lead Agencies. Business Account Lead Agencies may elect to have business account invoicing handled centrally by the ROOT. For a Business Account whose invoicing is handled through the Lead Agency with which it has entered into a Business Account agreement, the Business Account Lead Agency is responsible for collecting such payments in compliance with established settlement rules.

8.12 Transition Period.

8.12.1 The Transition Period shall commence when the Systems Integrator's back-office becomes the system of record and ends at Final System Acceptance.

8.12.2 During the Transition Period, the ORCA Capital Budget and ORCA Operating Budget for the ORCA System will be in effect concurrently with the legacy ORCA Operating Budget. In the event that there is a question as to which budget applies to a given cost, the Joint Board will make the determination.

## 9.0 FARE REVENUE

9.1 Revenue Apportionment. All revenue received from ORCA sales will be distributed from ORCA Accounts held by the Regional ORCA Operations Team (ROOT) in accordance with the following:

- 9.1.1 Revenue received from the sale of products usable only on a single Agency's transportation service shall be remitted to that Agency.
- 9.1.2 Revenue received from the sale of E-purse value will be deposited to the E-purse Account held by the ROOT on behalf of the Agencies and shall be distributed to each Agency according to the use made of said E-purse value for payment of fare for travel on each Agency's transportation services.
- 9.1.3 Revenue received from the sale of regional pass products valid on multiple Agencies shall be distributed among those participating Agencies in proportion to the total value of the transportation services used on each Agency during the pass validity period.
- 9.1.4 Revenue received from the sale of Business Passport products which are valid on multiple Agencies shall be distributed among those Agencies based on the pricing methodology selected by the business entity contracting for transit services.
- 9.1.5 An Agency may submit a claim for fare revenue not distributed to it through the revenue apportionment process. A claim shall state the reason the Agency believes it is entitled to the revenue claimed and shall be supported by documentation. All claims will be reviewed by a committee established by the Joint Board, which shall make a recommendation to the ORCA Director. If a claim is approved by the ORCA Director, it will be processed by the ROOT Agency.

## 9.2 Funds Settlement.

- 9.2.1 Each Agency shall establish a Settlement Account pursuant to Section 7.1.9. Each Agency shall establish an automated clearinghouse (ACH) authorization with its own bank to allow the transfer of funds to and from each Agency's Settlement Account and the ORCA Accounts held by the ROOT, and authorize the ROOT to initiate daily net settlements between the various Agency accounts and the ORCA Accounts pursuant to Section 8.0. Agencies shall designate the bank accounts that will be used in the net settlement process, and establish the ACH authorization as outlined in Section 8.0 of this Agreement.
- 9.2.2 The Agencies acknowledge that the ROOT will use a net daily settlement process to simplify and reduce the number of transfers necessary to accomplish reconciliation.
  - 9.2.2.1 Revenues received from sales of pass products will be distributed to the Agencies' accounts approximately thirty (30) days after the end of the month in which the pass was valid.
  - 9.2.2.2 Revenues received from sales of E-purse will be distributed to the Agencies' bank accounts approximately three (3) days after the value was used for fare payment. Transactions involving transfers between Agencies will be subject to a reapportionment process thirty (30) days following the transaction.

9.3 Transactions Not Related to Public Transportation. The provisions of this Agreement assume that all load and use transactions related to the ORCA System are related to public transportation.

9.4 Sales Transactions Processing. Except as otherwise specified below, the ROOT shall be the merchant of record for all sales of ORCA Cards and ORCA Products processed through the ORCA Central Payment Gateway. Credit or debit card fees charged for all transactions processed through the ORCA Central Payment Gateway will be regional costs, shared by the participating agencies in accordance with applicable operating shares.

9.4.1 Agency sales channels include:

9.4.1.1 Over-the-counter Transactions. For the purchase of products at Agency customer service offices using credit or debit cards will be processed through the ORCA Central Payment Gateway with the exception of sales processed by Washington State Ferries. If an Agency receives payment for ORCA Cards and/or ORCA Products in the form of cash, check, or money order, the Agency shall deposit such payments into the Agency's Settlement Account for allocation under this Agreement. The transacting Agency shall bear the risk of fraud, dishonored checks for insufficient funds.

9.4.1.2 Vending Machine (VM) Transactions. For the purchase of products at vending machines using credit or debit card will be processed through the ORCA Central Payment Gateway. Payments made in the form of cash shall be deposited into the account held by the ROOT using an armored car revenue services agency.

9.4.1.3 Call Center Transactions. For the purchase of products at Agency call centers, using credit or debit cards, will be processed through the ORCA Central Payment Gateway.

9.4.1.4 Mail Transactions. The Regional Service Provider operating the Regional Mail Center will process all mail transactions. Payments for ORCA Cards or Products using credit or debit cards will be processed using the ORCA Central Payment Gateway. If an Agency receives payment for ORCA Cards and/or ORCA Products in the form of cash, check, or money order, the Agency shall deposit such payments into the Agency's Settlement Account for allocation under this Agreement. The transacting Agency shall bear the risk of fraud, dishonored checks for insufficient funds.

9.4.1.5 Website and Mobile Application Transactions. Transactions for the purchase of products on the ORCA Website or Mobile Application, including Autoload transactions, using credit or debit cards will be processed through the ORCA Central Payment Gateway.

9.4.2 Sales channels processed outside of the ORCA Central Payment Gateway include:

9.4.2.1 Washington State Ferries. WSF shall act as the merchant of record for all transactions processed at WSF terminals. Credit or debit card fees charged to WSF for over-the-counter transactions are the responsibility of WSF. In addition, WSF shall bear the risk of fraud, including chargebacks, unless WSF transfers the risk to its merchant bank.

9.4.2.2 Retail Network Provider. Per terms of the agreement with the Retail Network provider agreement, the retail providers shall be the merchant of record, including bearing responsibility for credit/debit card fees and any other fees and the risk of fraud, dishonored checks for insufficient funds and other payment reversals and failures, including chargebacks, for transactions occurring on its premises.

## 10.0 SECURITY

10.1 Committee Charter. The ORCA Security Committee Charter, as adopted by the Joint Board per Section 4.0, outlines the structure, roles, responsibilities and authorities associated to the ORCA Security Committee (OSEC). The OSEC is tasked with the oversight of information security and risk management activities for the ORCA System.

10.2 Regional Security Engineer. Under the Regional ORCA Operations Team (ROOT), the Regional Security Engineer (RSE) will serve as the technical expert representing the Agencies in the technical evaluation of all proposed actions and activities that may have an impact on the security of the ORCA System. Duties and responsibilities of the RSE will be described under the Service Level Agreement between the ROOT and the Agencies.

## 11.0 ADDITION OF NEW PARTIES

The Joint Board may approve the addition of new parties to this Agreement and the terms and conditions for such addition. New parties may include full partner agencies, affiliate agencies, or other third parties. Notwithstanding the foregoing, new parties shall be admitted under the following conditions. Any charge assessed to a new party shall be allocated among the original Agencies according to the capital shares applicable during the development and implementation of the ORCA System.

11.1 Full partner agencies will have financial and operating obligations as stated below. Rights of a full partner agency include representation at the Joint Board with equal voting rights as well as full access to the ORCA System and reporting.

11.1.1 A full partner agency shall (1) pay for its equipment and for all additional costs of integration into the ORCA System, (2) be assessed a charge to recover a share of the planning, design and implementation costs incurred by the originating Agencies, and (3) pay a prorata share of annual operations and maintenance costs.

11.1.2 A full partner agency shall (1) provide for an Agency Business Manager, (2) participate in regional committees and the regional call center, and (3) operate an ORCA customer service office if applicable.

11.2 Affiliate agencies must be sponsored by a current Agency and will have financial and operating obligations as stated below. The affiliate agency will receive their apportioned revenues and any applicable reports provided by the sponsoring agency.

11.2.1 An affiliate agency shall pay for (1) its equipment and for all additional costs of integration into the ORCA System, (2) an entry fee into the ORCA System, and (3) a monthly fee to defray regional costs.

11.2.2 An affiliate agency shall operate any ORCA equipment in accordance with the requirements of the sponsoring agency and the ORCA System.

11.3 Other third parties shall be admitted under policies established by the Joint Board.

## 12.0 INTELLECTUAL PROPERTY

12.1 Use of Terms from System Integrator (SI) or ORCA Vendor Contracts. The capitalized terms used in this section shall have the same meanings as have been given those terms in the SI Contract or in other ORCA vendor contracts. In addition, for purposes of this Agreement, the terms "intellectual property" and "IP" shall include the ORCA-related trademarks that have been or will be registered by the Regional ORCA Operations Team (ROOT).

12.2 Exercise of Agency License Rights. Each Agency agrees that it will exercise its license rights in accordance with the license provisions of the SI Contract as regards any intellectual property provided under said SI Contract ("IP"), including Contract Deliverables, IP of Contractor, INIT Software, Third Party Software and Technical Data related to all such IP.

12.3 Installation of Additional Applications. Each Agency that desires to install additional applications onto its ORCA devices shall, in conjunction with the ORCA Director, obtain the SI or other ORCA Vendor certification in accordance with the process outlined in the vendor contract prior to installing such additional applications.

12.4 Agency Protection of Intellectual Property. Each Agency shall take reasonable measures, to the extent required by the SI or other ORCA Vendor contracts, and other provisions of this Agreement, to protect any IP and IP materials related to same from being disclosed to third parties, other than those to whom sublicenses and transfers are permitted by the license rights granted under the SI or other ORCA Vendor contracts. Such measures shall include (a) restricting access to such IP and IP materials to those of its employees with a reasonable need to know; (b) requiring such employees to sign a nondisclosure agreement; (c) requiring any permitted third parties to sign nondisclosure agreements requiring that they also undertake reasonable protection measures; (d) promptly enforcing any violations of such agreements; (e) copying, using and licensing others to use ORCA-related trademarks only in accordance with policies and rules established by the Joint Board; and (f) reporting any violations to the ORCA Director as soon as is practicable.

12.5 Agency Protection of Use Data. Each Agency shall comply with such policies and procedures as are established by the Joint Board regarding retention and disclosure of use data and use data reports.

12.6 Escrow Fees. Each Agency shall pay its share of the fees related to the escrow agreements, which will be in effect during the term of the SI Contract. During development and implementation of the ORCA System, the Agencies' shall pay the escrow fee per the capital shares. For subsequent years, an Agencies' share of the annual escrow fees shall be paid per the operating shares in effect for that year.

12.7 No Assignment of IP. Notwithstanding any provision in the SI or other ORCA Vendor contracts or this Agreement, each Agency agrees that it shall not grant or transfer any rights in IP related to the ORCA System without the written approval of the ORCA Director.

12.8 IP Indemnity. Each Agency shall defend, indemnify and hold harmless the other Agencies against any and all infringement actions, claims for license fees or royalties, suits, actions, and liabilities of any kind whatsoever, including attorneys' fees and costs, which arise out of or are in any way related to the negligent or intentional act of an Agency, its employees, agents or contractors in using, transferring, sublicensing or otherwise releasing any IP, IP Materials related to same, or information in violation of any of the provisions of this Section 12.0 or the SI or other ORCA Vendor contracts.

12.9 Termination of IP License; Termination of Agreement. In the event of an Agency's withdrawal or removal from this Agreement, the Agency shall deliver to the ORCA Director, and relinquish its license

rights in, all IP created or provided for the ORCA System except to the extent such IP (a) was created or provided solely for the use or benefit of the withdrawing Agency; or (b) constitutes Third Party IP individually licensed to the withdrawing Agency. In the event this Agreement is terminated, each Agency shall retain any license rights for which it has paid its share of the costs.

12.10 Survival of Provisions. The provisions of this Section 12.0 shall survive and remain applicable to the Agencies notwithstanding any termination or expiration of this Agreement and notwithstanding an Agency's withdrawal or removal from this Agreement. However, an Agency shall obtain no rights to any IP created after an Agency withdraws or is removed from this Agreement.

## 13.0 LEGAL REPRESENTATION

### 13.1 General.

- 13.1.1 Legal services related to the ORCA System may be obtained from various sources, including without limitation:
- 13.1.1.1 Staff of the designated Regional ORCA Operations Team (ROOT) may be advised and represented by lawyer(s) of the ROOT Agency in accordance with Subsection 13.2;
  - 13.1.1.2 Staff of a designated Regional Service Provider may be advised and represented by lawyer(s) of the Regional Service Provider in accordance with Subsection 13.3;
  - 13.1.1.3 The Joint Board may retain legal counsel in accordance with Subsection 13.3;
  - 13.1.1.4 The Agencies may jointly retain legal counsel in accordance with Subsection 13.4; or
  - 13.1.1.5 Each Agency's legal counsel may provide advice to all the Agencies on a particular matter.
- 13.1.2 Notwithstanding the possible provision of legal services in connection with the Agencies' common interests as provided by one or more of the lawyers identified in Subsection 13.1.1, nothing in this Agreement shall preclude an Agency from employing or retaining its own lawyer to advise and represent it in relation to its individual interests.
- 13.1.3 The Agencies expect they will share common interests on matters related to the ORCA System. In order to avoid duplication of effort and costs for legal services needed in support of their common interests, the Agencies desire to be able to share the legal services provided by their various lawyers, without any waiver of confidentiality doctrines and privileges with respect to persons or entities other than the Agencies. Absent a conflict of interest between any of the Agencies on a specific matter, the Agencies may request that lawyer(s) representing one or more of the Agencies also represent the common interests of all Agencies. In such instances, the Agencies agree that communications related to their common interests, whether to, from or between lawyers representing one or more of the Agencies, may be shared on a confidential and privileged basis among each Agency's Joint Board representatives, lawyers, and employees (whether employees of the Agency acting in its individual capacity or in its capacity as the ROOT or as a Regional Service Provider), to the same extent as privileged or other confidential communications with the Agency's own lawyer. Failure to mark a communication as "confidential" shall not constitute a waiver of any confidentiality doctrines and privileges.
- 13.1.4 Each Agency and any of its Joint Board representatives, lawyers, and employees that are privy to communications to and from any lawyer employed or retained by one or more Agencies, as described in Subsection 13.1.1, and related to the ORCA System shall treat such communication, if marked as "confidential," as privileged and confidential unless the privilege is waived by action of the Joint Board or disclosure is otherwise required under

law. This obligation to maintain communications with a lawyer as privileged and confidential shall survive: (a) any termination of this Agreement; (b) any withdrawal from this Agreement by an Agency; (c) any involuntary removal of an Agency under this Agreement; (d) any removal and/or replacement of the ORCA Director and his/her staff; and (d) any withdrawal or termination of such lawyer, including but not limited to withdrawals or terminations due to conflicts of interest.

13.1.5 Any lawyer providing legal services to the Joint Board, the ROOT, a Regional Service Provider or all the Agencies is subject to the Rules of Professional Conduct (RPC) including but not limited to Rule 1.7, which provides that a lawyer must decline or withdraw from representation that involves a conflict of interest unless the affected clients provide informed, written consents for the lawyer to undertake or continue the representation. In the event a conflict of interest or potential conflict of interest is perceived to exist between any of the Agencies, the lawyer shall not continue to provide legal services on such matter to the Joint Board, a Regional Service Provider or all the Agencies unless and until the perceived conflict or potential conflict has been resolved. The Agencies shall endeavor to expeditiously resolve any real or potential conflicts of interest to enable such lawyer to resume provision of legal services to the Joint Board, the ROOT, a Regional Service Provider or all the Agencies. The resolution of a conflict may require the Agencies to sign informed consents in accordance with the RPC. In the event not all of the Agencies are willing to sign informed consents in accordance with the RPC, the Agencies understand and agree that representation by the a lawyer on the matter in conflict shall cease.

## 13.2 Legal Counsel for Staff Assigned to the ROOT or Regional Service Providers.

13.2.1 Unless legal services are obtained from other sources pursuant to Subsection 13.1.1, the staff assigned to perform the functions of the ROOT or of a Regional Service Provider may obtain legal services from that Agency's lawyer(s) as part of the support provided by that Agency. Such services shall include but are not limited to advising on contract administration, change orders and claims; drafting and reviewing documents; research and advice on applicable statutes and regulations; and advising on responses to requests for disclosure of public records. In the event a person assigned to perform the functions of the ROOT or of a Regional Service Provider perceives that the Agencies are not in accord on how to proceed on matter and he/she is not able to reach consensus among all the Agency representatives, he/she shall submit the question or proposed action to the Joint Board for resolution prior to acting.

13.2.2 Because the staff assigned to perform the functions of the ROOT or the Regional Service Provider are responsible for supporting the common interests of the Agencies as expressed in this Agreement and as determined by the Joint Board, the Agencies expect that their interests will be unified on matters for which such persons seek legal services. Accordingly, each Agency agrees that the provision of legal services by a lawyer to the staff assigned to perform the functions of a Regional Service Provider shall be considered a matter involving the Agencies' common interests. Subject to the provisions of Subsection 13.3.3 below, the Agencies waive any actual or potential conflicts as against the ROOT or Regional Service Provider and its lawyer with regard to the representation of the common interests of all the Agencies by said ROOT or Regional Service Provider's lawyer. Notwithstanding the foregoing, an Agency that is also the ROOT or a Regional Service Provider may employ its lawyer to advise and represent the Agency, individually and not jointly, on matters related to the ORCA System unless a conflict arises that is not

waived by the Agencies and the lawyer cannot represent the ROOT or the Regional Service Provider without violating his/her duties under the professional rules.

- 13.2.3 All attorney-client communications between such lawyer and the staff assigned to perform the functions of the ROOT or the Regional Service Provider shall be available to the Joint Board members and each Agency on a privileged and confidential basis and may be shared among the Agencies as if they were a single entity vis-a-vis any other person or entity. Such communications may be shared, subject to the restrictions in Subsections 13.1.3, 13.1.4 and 13.1.5.

### 13.3 Legal Counsel for the Joint Board.

- 13.3.1 The Joint Board may from time to time retain a lawyer to provide it, as a board, with legal services related to the ORCA System, including but not limited to matters related to the duties and obligations of the Joint Board, the ROOT or the Regional Service Provider. Any agreement for such Joint Board legal services shall be entered into by all of the Agencies. The ROOT shall administer the payment process for such services in accordance with Section 8.0 and in accordance with the Budget established by the Joint Board. The Agencies shall share the costs of such legal services in accordance with the percentages in effect at the time the services are performed, as determined in accordance with the budget policy adopted by the Joint Board.
- 13.3.2 Each Agency expressly acknowledges and agrees that such lawyer shall have the obligation to represent the joint interests of the Agencies as expressed in this Agreement and as determined by the Joint Board in accordance with this Agreement. Each individual Agency, and its Joint Board representative(s), shall be considered to have a client relationship with said lawyer but the Agencies acknowledge and agree that they share a joint client relationship with the other Agencies and are not entitled to, and shall not seek, individual advice or representation from such lawyer.
- 13.3.3 Specific requests for legal services shall be made to such lawyer by the Joint Board's chair, vice-chair or other Board member designated to be the Joint Board's point of contact. All attorney-client communications between such lawyer and one or more Joint Board members shall be available to the other Joint Board members and each Agency on a privileged and confidential basis and may be shared among the Agencies as if they were a single entity vis-à-vis any other person or entity. Such communications may be shared, subject to the restrictions in Subsection 13.1.3, 13.1.4 and 13.1.5.
- 13.3.4 Any lawyer retained, or proposed to be retained, for the provision of legal services to the Joint Board is subject to the Rules of Professional Conduct (RPC) including but not limited to Rule 1.7, which provides that a lawyer must decline or withdraw from representation that involves a conflict of interest unless the affected clients provide informed, written consents for the lawyer to undertake or continue the representation. In the event a conflict of interest or potential conflict of interest is perceived to exist between any of the Agencies with regard to a matter covered by this Agreement, and not all of the Agencies are willing to sign informed consents in accordance with the RPC, the Agencies understand and agree that representation by the Joint Board's lawyer on the matter in conflict shall cease. Each Agency, individually or in combination with one or more other Agencies not in conflict, may obtain legal advice and representation from another lawyer on such matter at their own expense and outside of this Agreement.

13.4 Representation of Agencies in Contested Matters. In the event one or more of the Agencies is the subject of a lawsuit, complaint or other contested matter, the Joint Board will determine whether the matter affects the common interests of all the Agencies. The Joint Board may determine in its sole discretion whether joint or separate representation is desirable and approve a budget for joint representation on such matters. Where joint representation is authorized, the Joint Board may designate a Joint Board member or an Agency representative to supervise the lawyer retained to represent the Agencies. Communications between the lawyer, the Joint Board and the Agencies on the matter will be conducted in a manner consistent with Subsection 13.1 and 13.2.

13.5 No Liability. Notwithstanding any provision of this Agreement to the contrary, the Agencies agree to hold each other harmless from and against any and all claims, demands, lawsuits or liability of any kind arising out of the acts or omissions of a lawyer employed or retained to provide joint representation of all Agencies including without limitation a lawyer for the ROOT or Regional Service Provider, on a matter related to the ORCA System.

## 14.0 LEGAL RELATIONS

14.1 No Third-Party Beneficiaries, Joint Venture or Partnership. It is understood and agreed that this Agreement is solely for the benefit of the Agencies and gives no right to any other person or entity. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of an Agency or any of an Agency's contractors or consultants shall be deemed, or represent themselves to be, employees of any other Agency for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Agency assumes any responsibility for the payment of any compensation fees, wages, benefits or taxes to or on behalf of any other Agency's employees.

14.2 Legal Compliance. The Agencies shall comply, and shall ensure their respective contractors comply, with all federal, state and local laws, regulations and ordinances applicable to their respective obligations under this Agreement.

14.3 General Indemnity to Other Agencies. Except as otherwise provided in Section 5.0 for the Regional ORCA Operations Team (ROOT) or in the capacity of a Regional Service Provider, each Agency, to the maximum extent permitted by law, shall defend, indemnify and hold harmless the other Agencies and all of their officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any intentional or negligent acts or omissions of the indemnifying Agency, its contractors (other than the SI or other ORCA Vendor contractors), and/or employees, agents, and representatives related to the Agency's responsibilities and other work referred to in this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to any work under this Agreement and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of Agencies, their contractors or employees, agents, or representatives, the indemnification applies only to the extent of the negligence of each Agency, its contractor or employees, agents, or representatives. Each Agency specifically assumes potential liability for actions brought by its own employees against any other Agency and for that purpose the indemnifying Agency specifically waives, as respects the other Agency only, any immunity under the Worker's Compensation Act, RCW Title 51; and each Agency recognizes that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115, if applicable. Each Agency shall reasonably notify the other Agencies of any and all claims, actions, losses or damages that arise or are brought against that Agency relating to or pertaining to this Agreement. In the event an Agency incurs attorney's fees, costs or other legal expenses to enforce the provisions of this Section against any other Agency, all such fees, costs and expenses shall be recoverable by the prevailing Agency.

14.4 Claims by Third Parties. In the event a person or entity not party to this Agreement, other than the Federal Transit Administration, submits a claim relating to or pertaining to this Agreement to the Agencies or any individual Agency for costs, damages or liabilities of any kind pursuant to the such third party's contract with the Agencies or an Agency, or in tort or any other legal theory, or based on the actions of the ROOT or a Regional Service Provider, the Agencies agree to meet for the purpose of developing a joint defense plan. The Agencies agree to cooperate with each other as necessary in responding to and defending against all such actions. In the event that resolution of the claim, whether by negotiation, dispute review board recommendation, mediated settlement or judicial order, results in additional costs to the Agencies, said additional costs will be shared by the Agencies, except to the extent that the additional costs are directly attributable to an individual Agency **and except to the extent that Section 5 of this Agreement applies to the claim.** Such additional costs to the Agencies may include, but are not limited to, the fully allocated labor cost of the staff and attorneys involved in the response or defense of all such actions and any outside counsel or consultant resources deemed necessary by the Agencies. In the event that the additional costs are attributable to an individual Agency **and Section 5**

does not apply to them, said Agency is responsible for such costs and shall pay same within thirty (30) days of the claim's resolution.

14.5 Waiver of Consequential and Certain Other Damages. Notwithstanding any provision of this Agreement, the Agencies waive all claims against each other (and against each other's officers, directors, employees, managers, members, shareholders, parent company, affiliates, contractors (other than the SI Contractor), subcontractors, consultants, agents, suppliers and vendors) for any consequential, incidental, indirect, special, exemplary or punitive damages (including, but not limited to, loss of actual or anticipated profits, revenues or product, loss by reason of shutdown or non-operation; increased expense of operation, borrowing or financing; loss of use; or increased cost of capital), and regardless of whether any such claim arises out of breach of contract, guarantee or warranty, tort, product liability, indemnity, contribution, strict liability or any other legal theory. Any consequential, incidental, indirect, special, exemplary or punitive damages incurred by any Agency in relation to a third party shall, for all purposes of this Agreement, be deemed consequential, incidental, indirect, special, exemplary or punitive damages in relation to any claim brought by an Agency against any other Agency under this Agreement. Further, this waiver of consequential, incidental, indirect, special, exemplary or punitive damages shall extend to claims against any Agency arising from its role as the ROOT or as a Regional Service Provider.

14.6 Specific Performance. In the event an Agency fails to perform an obligation under this Agreement, the other Agencies or any one of them shall have the right to bring an action for specific performance, damages and any other remedies available under this Agreement, at law or in equity.

14.7 No Obligation for Other Agency Employees except as Stated. Except for the reimbursement and other express obligations under this Agreement, no Agency by reason of this Agreement assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Agency, including its employees, representatives, agents, contractors or suppliers.

14.8 Preservation of Rights and Remedies. The Agencies' rights and remedies under this Agreement are in addition to any other rights and remedies provided by law.

14.9 Survival of Provisions. The provisions of this Section 14.0 shall survive and remain applicable to each of the Agencies notwithstanding any termination or expiration of this Agreement and notwithstanding an Agency's withdrawal or removal from this Agreement.

## 15.0 TERMINATION, WITHDRAWAL AND REMOVAL

15.1 Termination by Joint Board. The Joint Board may terminate this Agreement in its entirety by the unanimous affirmative vote of all Agency representatives.

15.2 Notice of Agency Withdrawal. In the event that an Agency believes it has cause to withdraw from this Agreement and terminate its participation in the Systems Integrator (SI) or other ORCA Vendor contracts, it shall give written notice to the Joint Board, which shall include the following information, as a minimum:

- 15.2.1 An explanation of the circumstances causing the Agency to believe withdrawal is necessary;
- 15.2.2 A description of the probable impacts on the other Agencies from the withdrawal;
- 15.2.3 A description of the probable impacts to the scope, schedule and budget of the SI or other ORCA Vendor contracts;
- 15.2.4 A description of the alternatives to withdrawal that have been evaluated by the Agency; and
- 15.2.5 A proposed withdrawal work plan that will identify all necessary actions which need to be undertaken to effect the withdrawal.

15.3 Joint Board Action on Proposed Withdrawal. Upon receipt of the above-described notice and information, the Joint Board will convene a special meeting to review and consider the request for withdrawal. The Joint Board will develop a report of its Findings and Recommendations within thirty (30) days of its special meeting, which shall be presented to the withdrawing Agency's governing board. This report shall include as a minimum:

- 15.3.1 A description of the estimated impacts on the Agencies, separately and as a whole, from the withdrawal;
- 15.3.2 A description of the estimated impacts to the scope, schedule and budget of the SI or other ORCA Vendor contracts, including the costs to modify the ORCA System to effect such withdrawal as well as costs that will need to be re-apportioned to the remaining Agencies;
- 15.3.3 A description of the alternatives to withdrawal that have been evaluated by the Agency and the Joint Board;
- 15.3.4 A recommendation regarding either:
  - 15.3.4.1 A proposed withdrawal work plan that will identify all necessary actions which need to be undertaken to effect the withdrawal; or
  - 15.3.4.2 Proposed alternatives to the withdrawal.

15.4 Agency Decision on Withdrawal. Upon receipt of the Joint Board's Findings and Recommendations, the withdrawing Agency's governing board shall review the information contained therein and decide whether to withdraw subject to the terms and conditions set forth by the Joint Board,

including an assessment of any reasonable costs (to include assessment rationale, assumptions and documentation) that shall be re-apportioned to the Agencies and/or paid by the withdrawing Agency.

15.5 Retention of Cost Obligations and Damages. In addition to being liable for its share of ORCA System costs, to and including the effective date of withdrawal, the withdrawing Agency shall be solely liable for actual damages and additional costs to the other Agencies arising out of or resulting from such withdrawal. The Joint Board shall determine the amount of such damages and additional costs and notify the withdrawing Agency of the amount owing to each of the Agencies. The determination of the Joint Board shall be final subject to the dispute resolution procedures set forth elsewhere in this Agreement. The withdrawing Agency shall pay the amount within ninety (90) days after the effective date of withdrawal.

15.6 Dealings with ORCA Vendors upon Withdrawal. No Agency shall communicate a notice of termination to an ORCA Vendor prior to the Joint Board's and Agency governing boards' completion of the processes set forth in this Section 15.0. Following approval from the Joint Board, the ORCA Director shall communicate to the ORCA Vendor such Agency's notice of termination.

15.7 Involuntary Removal of Agency. Notwithstanding the voluntary withdrawal and termination provisions in Subsections 15.3 through 15.7, the Joint Board may, for cause, remove an Agency and terminate the Agency's rights to participate in the ORCA System. Cause may include, but is not limited to, failure to act in good faith in participating in the Joint Board and willful, arbitrary failure to approve and appropriate funds necessary to pay the Agency's share of the costs under this Agreement. If an Agency brings a charge against another Agency under this Subsection 15.7, neither the Agency bringing the charge nor the Agency against which the charge is brought shall have any voting rights on the issues raised before the Joint Board. To remove an Agency under this Subsection 15.7, there shall be a unanimous vote in support of removal by all Agency representatives to the Joint Board, except for the representatives of the charging and charged Agencies. An Agency that is removed from the ORCA System under this Subsection 15.7 shall pay such costs as may be assessed by the Joint Board taking into account all costs to the other Agencies caused by, arising out of or resulting from such removal.

## 16.0 GENERAL PROVISIONS

16.1 Effective Date. This Agreement shall take effect on the date when all Agencies have signed the Agreement and shall remain in effect unless terminated in accordance with the provisions of Section 15.0.

16.2 Filing of Agreement. Pursuant to RCW 39.34.040, prior to its entry into force, this Agreement shall be filed with the auditors of the counties of Snohomish, Pierce, Kitsap and King or, alternatively, listed by subject on an Agency's web site or other electronically retrievable public source.

16.3 Time of the Essence. The Agencies recognize that time is of the essence in the performance of the provisions of this Agreement.

16.4 Agencies Not Relieved of Statutory Obligation. Pursuant to RCW 39.34.030(5), this Agreement shall not relieve any Agency of any obligation or responsibility imposed upon it by law except that to the extent of actual and timely performance thereof by the Joint Board, the performance may be offered in satisfaction of the obligation or responsibility.

16.5 Nondiscrimination. The Agencies shall comply with the nondiscrimination requirements under federal and state laws, regulations and grants applicable to the ORCA System. Nondiscrimination requirements shall include, but not be limited to, contractors, consultants and other third party vendors engaged on the ORCA System.

16.6 Reservation of Rights under Previous Agreements. The Agencies reserve any rights, powers, privileges, authority, liabilities, obligations and duties set forth in or provided by any previous agreement executed by an Agency related to activities, actions and decisions precedent to the ORCA System. This Agreement shall not be construed in derogation of any such rights, powers, privileges, authority, liabilities, obligations and duties.

16.7 No Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Agency of Agencies claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Agencies.

16.8 No Assignment. No Agency shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Joint Board.

16.9 Maintenance of Records; Right of Access to Records. Each Agency, when acting in its individual capacity and when acting as the Regional ORCA Operations Team (ROOT) or as a Regional Service Provider, shall establish and maintain accounts, and keep records and documents, as required by state law and grant provisions and in accordance with such policies, procedures and retention schedules as are established by the Joint Board. The ORCA Director will advise the Joint Board of what records need to be retained by individual Agencies, the ROOT and Regional Service Providers. Any accounts, records and documents related to matters under this Agreement shall be subject to inspection, review or audit by the Joint Board or any Agency.

16.10 Public Disclosure. Each Agency shall be responsible for responding to public disclosure requests addressed to the specific Agency in accordance with the Public Disclosure Act (RCW 42.56) and such procedures as may be established by the Joint Board.

16.11 Ownership of Tangible Property. Tangible property paid for by an Agency under this Agreement shall be owned and in the care and custody of the Agency. Each Agency shall take all reasonable and necessary actions to protect such property. Each Agency shall comply with requirements of grant agencies for the proper management of such property. The Joint Board shall not be deemed to own any property. In the event an Agency withdraws or is terminated from participation in this Agreement or if this Agreement is terminated, the Agency shall retain all property purchased by it or interests in property to the extent it has paid its share of the costs. Disputes about ownership of property shall be presented to the Joint Board.

16.12 Dispute Resolution. If one or more Agencies believes another Agency has failed to comply with the terms of this Agreement, the affected Agencies shall attempt to resolve the matter informally. If the Agencies are unable to resolve the matter informally, it shall be forwarded for discussions by the highest executive of each Agency. If this process fails to resolve the matter within thirty (30) days after such referral, except as expressly set out elsewhere in this Agreement where referral to the Joint Board is required for final resolution, an Agency may then pursue any legal remedy available to it or the Agencies may agree to submit the matter to mediation. If the Agencies submit the matter to mediation and the matter is not resolved, then the aggrieved Agency shall be entitled to pursue any legal remedy available.

16.13 Amendment Only In Writing. This Agreement may only be amended by a written amendment that is approved by each Agency's governing board.

16.14 Notices. Notices, demands or other written communications required under this Agreement shall be submitted to the ORCA Director to be given to other Agencies, the Joint Board or both the Joint Board and other Agencies. Notice shall be in writing and addressed to the Joint Board, Agency or Agencies for whom it is intended. The ORCA Director will maintain and distribute the title and address specific to the Joint Board and the Agencies. The Joint Board representative, the Chief Executive Officer or other similar position within an Agency may change the title and address specific to the Joint Board or that Agency, by sending written notice to the ORCA Director, who will notify the Joint Board and all other Agencies.

16.15 Choice of Law; Venue. This Agreement shall be interpreted and constructed according to and enforced under the laws of the state of Washington. The Agencies agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

16.16 Limitation of Action by Third Parties. This Agreement is made and entered into for the sole protection and benefit of the Agencies hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

16.17 Integration. The Agencies agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

16.18 Counterparts. This Agreement shall be executed in counterparts, any one of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

17.0 SEVERABILITY

If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable in whole or in part by a court of competent jurisdiction, the remaining provisions or portions thereof shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, authorized representatives of the Agencies have signed their names in the space provided below.

<b>Central Puget Sound Regional Transit Authority</b> By: _____ Michael Harbour Deputy Chief Executive Officer Date: _____	<b>City of Everett</b> By: _____ Cassie Franklin Mayor Date: _____
<b>King County</b> By: _____ John Resha Assistant General Manager Date: _____	<b>Kitsap County Public Transportation Benefit Area</b> By: _____ John W. Clauson Executive Director Date: _____
<b>Pierce County Public Transportation Benefit Area</b> By: _____ Susan Dreier Chief Executive Officer Date: _____	<b>Snohomish County Public Transportation Benefit Area</b> By: _____ Emmett Heath Chief Executive Officer Date: _____
<b>Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division</b> By: _____ Amy Scarton Assistant Secretary Date: _____	



# Action Agenda

TITLE: Establishing and Supporting an Employee Wellness Program

DIVISION: Administration

SUBMITTED BY: Samantha Einarson, Lean and Change Management Administrator

RELATED ACTION: N/A

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Employee

BUDGET INFORMATION: \$35,000

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#### BACKGROUND:

Pierce Transit desires to establish an Employee Wellness Program aimed at preventing illnesses and injuries and promoting better morale, reduced absenteeism, and enhanced productivity and performance among Agency employees. Pierce Transit recognizes that employee health and wellness is related to lifestyle decisions and many illness and injuries can be prevented by positive individual health practices. Pierce Transit further recognizes that improvements to employee health and wellness, achievable through active workplace health promotion programs and activities can result in increased productivity, attendance, a more engaged workforce, reduction in on-the-job injuries and related costs, and a decrease health insurance expenses, all of which will benefit Pierce Transit.

Pierce Transit is pursuing receipt of the WellCity Award promoted by the Association of Washington Cities (AWC). One requirement of this award is that the Board adopts a resolution approving the Employee Wellness Program. Receipt of this award results in a 2% discount on AWC Trust medical plan premiums in 2021. This is an estimated \$238,512.80 savings in 2021 for Pierce Transit based on current enrollment amounts and costs. The annual budget for this program is currently set at \$35,000 for incentives, gym equipment maintenance, and other program costs.

#### STAFF RECOMMENDATION:

Pierce Transit requests that the Board of Commissioners formally approve the establishment of the Employee Wellness Program.

#### ALTERNATIVES:

Do not approve the proposed Wellness Program. This is not recommended, as supporting the health and wellness of an agency is beneficial to the organization by increasing productivity and decreasing absenteeism. In addition, not approving the proposed Wellness Program which would prevent Pierce Transit's ability to receive the 2% discount on medical plan premiums in 2021.

#### PROPOSED MOTION:

Move to: Approve Resolution No. 2019-016, establishing and supporting Pierce Transit's Employee Wellness Program.

**RESOLUTION NO. 2019-016**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Establishing and Supporting an Employee  
2 Wellness Program  
3

4 WHEREAS, Pierce Transit recognizes that employee health and wellness is related to lifestyle decisions  
5 and many illness and injuries can be prevented by positive individual health practices; and

6 WHEREAS, Pierce Transit further recognizes that improvements to employee health and wellness,  
7 achievable through active workplace health promotion programs and activities can result in increased  
8 productivity, attendance, a more engaged workforce, reduction in on-the-job injuries and related costs, and a  
9 decrease health insurance expenses, all of which will benefit Pierce Transit; and

10 WHEREAS, Pierce Transit has designed an Employee Wellness Program aimed at preventing illnesses  
11 and injuries and promoting better morale, reduced absenteeism, and enhanced productivity and performance  
12 among Agency employees; and

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

14 Section 1. The Board of Commissioners authorizes the establishment of an Employee Wellness  
15 Program in order to contribute to the health and wellness of Pierce Transit and further pledges to support  
16 the following:

- 17 • Promoting the use of preventive screenings and services;
- 18 • Providing resources for improved stress management;
- 19 • Encouraging an active and healthy lifestyle;
- 20 • Providing information resources for health and wellness;
- 21 • Providing options for promotion of health and wellness in the workplace;
- 22 • Encouraging staff participation in the Employee Wellness Program to achieve the Association of  
23 Washington Cities (AWC) Well City Award.

24 Section 2: The Board of Commissioners finds that the establishment of an Employee Wellnes  
25 Program will result in financial and operational benefits to the Agency and is in the best interests of Pierce  
26 Transit.

27 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
28 the 13th day of May 2019.  
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PIERCE TRANSIT

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Nancy Henderson, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC  
Clerk of the Board