

Agenda

Call to Order

Pledge of Allegiance

Roll Call

Presentations

1. November 2019 Operator of the Month ~ Ron Mackenzie
Ricky Smith Transit Operator Assistant Manager

Special Business

1. Commendation for Commissioner Ryan Chair Woodards
Mello for Serving on the Pierce Transit Board
2. FS 2019-067, Approval of Resolution No. Penny Grellier
2019-039, Donating Surplus Vehicles to Business Partnerships Administrator
Community Connection Place, Valeo
Vocation, RISE Center and Tacoma Tide
Beep Ball Club Pursuant to the Pierce
Transit Care-a-Van Program

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, October 29 through November 30, 2019
2. Minutes: November 4, 2019 Special Board Meeting
3. FS 2019-068, Authorization to Execute a Contract with Absher Construction for Construction of the South Base Parking Expansion and West Base Demolition for the Base Master Plan Implementation Phase 1 Projects

4. FS 2019-069, Authority to Execute a Cost Sharing Agreement with Sound Transit for the Base Master Plan Phase I Design
5. FS 2019-070, Authority to Enter into and Execute a Fiscal Agreement with MultiCare Health Systems for Coordinated Transportation Services of the Adult Day Health Express Program
6. FS 2019-071, Authority to Purchase Twenty-two (22) Forty-Foot Low Floor Compressed Natural Gas (CNG) and Three (3) Electric Replacement Coaches from Gillig Corporation Pursuant to Commonwealth of Virginia Contract No. E194-75548 Heavy Duty Buses and E194-81688 Electric Buses and Amending the 2019 Capital Budget to Include Funding for Three Electric Buses
7. FS 2019-072, Authority to Purchase up to Ten (10) Replacement Paratransit Shuttle Vehicles from Washington State Contract Nos. 01617 and 04115
8. FS 2019-073, Authority to Execute a Sole Source Renewal Agreement for Microsoft Premier Services for 2020
9. FS 2019-074, Authority to Execute Amendment No. 1 to Increase the Contract Amount with American Custodial, Inc., PT -56-17, for Scheduled Industrial Janitorial Services

Action Agenda

1. FS 2019-075, Approval of Resolution No. 2019-041, Adopting the Annual Budget for Fiscal Year 2020 (Presentation) Brett Freshwaters
Executive Director of Finance
2. FS 2019-076, Approval of Resolution No. 2019-042, Authorizing Execution of a New Interlocal Agreement with Sound Transit for the Operations and Maintenance of the Tacoma Dome Station Garage and Bus Platform Mike Griffus
E.D. of Service Delivery & Support

Staff Updates/Discussion

1. CEO's Report Sue Dreier

Informational Board Items

1. Chair Report Chair Woodards
2. Sound Transit Update Commissioners Keel, Dammeier or Woodards

3. PSRC Transportation Policy Board
Update

Commissioner Anderson

4. Commissioners' Comments

Any Commissioner

Executive Session

Adjournment

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



Special Business

TITLE: Donating Surplus Vehicles to Community Connection Place, Valeo Vocation, RISE Center, and Tacoma Tide Beep Ball Club Pursuant to the Pierce Transit Care-a-Van Program

DIVISION: Planning & Community Development

ORIGINATOR: Penny Grellier, Business Partnerships Administrator

RELATED ACTION:

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

Resolution 2019-038, Increasing the Maximum Value of Vehicles Surplused to the Pierce Transit Care-a-van Program to \$6500.

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

2019 Budget Amount
\$0

Required Expenditure
\$0

Impact
\$(21,481)
Estimated Kelley Bluebook value of
all four vehicles in "good" condition

Explanation: The following vehicles have been identified by the Maintenance Department as being appropriate for donation through the Care-A-Van program, the approximate Kelley Bluebook values of which if sold in "good" condition are:

VIN: 1GAHG35K281114882
Make/Model/Year: Chevy Express 3500
Mileage: 152,687
Estimated Kelley Bluebook Value: \$5,459

VIN: 1FBNE31L68DA96016
Make/Model/Year: Ford E350 2008
Mileage: 137,381
Estimated Kelley Bluebook Value: \$5,620

VIN: 1FBNE31L58DA96010
Make/Model/Year: Ford E350 2008
Mileage: 145,906
Estimated Kelley Bluebook Value: \$5,281

VIN: 1FBNE31L78DA96011
Make/Model/Year: Ford E350 2008
Mileage: 149,328
Estimated Kelley Bluebook Value: \$5,121

BACKGROUND:

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

Pierce Transit has identified the above-listed surplus vehicles as having potential to meet the needs of non-profit organizations based on the vehicles' mileage and maintenance histories.

By Resolution 15-068, the Board of Commissioners created the Care-A-Van program that provides for the donation of surplus vehicles to certain non-profit organizations expected to utilize the vehicle to defray the cost of Pierce Transit's service, since many of those organizations would be providing trips that would otherwise be provided by Pierce Transit, including trips that would be SHUTTLE eligible. Through the Care-A-Van vehicle donation program, interested non-profit organizations have applied for the surplus vehicles through a competitive selection process. In the most recent round of applications, staff received four applications, has ranked those applications based on established criteria, and recommends awarding these vehicles to Community Connection Place, Valeo Vocation, RISE Center and Tacoma Tide Beep Ball Club based on the strength of these organizations' applications and rankings.

After review and a competitive assessment of the applications, staff recommends the award of Care-A-Van vehicles to Community Connection Place, Valeo Vocation, RISE Center and Tacoma Tide Beep Ball Club. These organizations have demonstrated the financial capacity to follow all state and federal laws regarding maintaining and insuring the vehicle and have each provided a description of how the vehicles will best meet the transportation needs of Pierce County residents and visitors. These non-profit organizations are also able to sign a contract in substantially the same form as Exhibit A hereto.

Community Connection Place, Valeo Vocation, RISE Center and Tacoma Tide Beep Ball Club provide access to resources, food, job training and work assignments; homeless support services; recreational, sporting, and social events for those with mobility limitations, seniors and children; and transportation to feeding programs and volunteer assignments in Pierce County.

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

ALTERNATIVES:

An alternative would be to not award one or more of these vehicles, in which case, staff will sell the vehicle(s) at auction.

RECOMMENDATION:

Move to: Approve Resolution No. 2019-039, awarding Care-A-Van vehicles to Community Connection Place, Valeo Vocation, RISE Center and Tacoma Tide Beep Ball Club, subject to the terms and conditions of the Care-A-Van Agreement in substantially the same form as Exhibit A hereto.

RESOLUTION NO. 2019-039

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Donating Vehicles 7220, 7228, 7229
2 and 7232 to Community Connection Place, Valeo Vocation, RISE Center and Tacoma Tide Beep Ball Club,
3 Pursuant to the Pierce Transit Care-a-van Program
4

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

11 WHEREAS, The Board of Commissioners approved Resolution No. 2019-038, increasing the maximum
12 value of vehicles surplussed to the Pierce Transit Care-a-van program from \$5000 to \$6500; and

13 WHEREAS, applications have been submitted by Community Connection Place, Valeo Vocation, RISE
14 Center and Tacoma Tide Beep Ball Club for donation of surplus vehicles from the Care-A-Van Program; and

15 WHEREAS, Community Connection Place, Valeo Vocation, RISE Center and Tacoma Tide Beep Ball Club
16 are qualified social service agencies organized under and existing pursuant to the laws of the State of
17 Washington; and

18 WHEREAS, after a competitive evaluation process, Pierce Transit staff has recommended that
19 Community Connection Place, Valeo Vocation, RISE Center and Tacoma Tide Beep Ball Club be the recipients of
20 vehicles pursuant to the terms of Pierce Transit's Care-A-Van Grant Program Agreement;

21 WHEREAS, Pierce Transit has three surplus Ford E350 Vans and one Chevy Express 3500 ("the Vans"),
22 and Pierce Transit's Maintenance Department recommends that the Vans be surplussed and has determined
23 that the Vans are appropriate for donation through the Care-A-Van program; and

24 WHEREAS, the donation of the Vans will aid Community Connection Place, Valeo Vocation, RISE Center
25 and Tacoma Tide Beep Ball Club in their work for the community while benefiting Pierce Transit by offsetting
26 transportation services that would otherwise be provided by Pierce Transit at greater expense; and

1 WHEREAS, Community Connection Place, Valeo Vocation, RISE Center and Tacoma Tide Beep Ball Club
2 are organizations that provide resources, education, job training and recreation to members of our
3 community; and

4 WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of
5 Pierce County that the Vans be granted to Community Connection Place, Valeo Vocation, RISE Center and
6 Tacoma Tide Beep Ball Club.

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

8 1. The Vans are hereby donated to Community Connection Place, Valeo Vocation, RISE Center and
9 Tacoma Tide Beep Ball Club pursuant to the terms and conditions in substantially the same form as the Care-
10 A-Van Grant Program Agreement attached hereto as Exhibit A.

11 2. Once Community Connection Place, Valeo Vocation, RISE Center and Tacoma Tide Beep Ball Club
12 agree to all terms of the Pierce Transit's Care-A-Van Grant Program Agreement, Pierce Transit staff is
13 authorized to transfer title of said vehicles to Community Connection Place, Valeo Vocation, RISE Center and
14 Tacoma Tide Beep Ball Club.

15 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
16 the 9th day of December, 2019.

17 PIERCE TRANSIT

18
19
20 _____
21 Victoria Woodards, Chair
22 Board of Commissioners
23

24 ATTEST/AUTHENTICATED

25
26 _____
27 Deanne Jacobson, CMC
28 Clerk of the Board



Consent Agenda

PIERCE TRANSIT
Board Payments Over \$50,000
Payments From: Oct 29, 2019 to Nov 30, 2019

Cash and Investment Balance: \$101,040,515.00

Payment Numbers CK 00371890 through CK 00372313
 Wire Numbers EFT 00002813 through EFT 00002976
 No Advance Travel checks
 Total \$7,183,491.65

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

Operating Fund				
	Check	Vendor	Item/Service	Amount
CHK	00371894	AT&T	CELL SVC 09/20-10/19/19	80.08
CHK	00371957	STRATAGEN SYSTEMS, INC.	Adept Supp 1/01-10/31/20	67,231.33
CHK	00371972	WA ST DEPT OF L&I - ELEVATOR	SELF INS RPT Q319	54,225.67
CHK	00372073	WA ST CORRECTIONAL IND	ALUM/VINYL SIGNS QUOTE QTE-ENG	85,110.35
CHK	00372085	BRIDGESTONE AMERICA	DAMAGED TIRES 09/19	68,851.57
CHK	00372128	PIERCE COUNTY BUDGET & FINANCE	Policing Services 10/19	293,280.12 VOID
CHK	00372150	PIERCE COUNTY BUDGET & FINANCE	Policing Services 10/19	293,122.00
CHK	00372157	ATU LOCAL 758 CORP	EMP DED PP24 2019	51,912.21
CHK	00372255	COST MANAGEMENT SERVICES INC	CNG USAGE 10/19	86,508.86
CHK	00372285	PIERCE COUNTY BUDGET & FINANCE	Policing SVC 11/19	293,122.00
EFT	00002815	ASSOCIATED PETROLEUM	B5 DYED DIESEL	125,801.44
EFT	00002834	GREAT WEST RETIREMENT	PP 23 2019 Empower	63,439.20
EFT	00002835	ICMA RETIREMENT	PP 23 2019 ICMA	169,140.18
EFT	00002857	SOUND TRANSIT	ST Farebox Revenue Oct 2019	128,396.43
EFT	00002864	US BANK CORPORATE PAYMENT SYST	2019 ACT TDS - Sharon/Kim	69,003.81
EFT	00002897	ASSOCIATED PETROLEUM	B5 DYED DIESEL	158,025.08
EFT	00002905	FIRST TRANSIT	First Transit Farebox Oct 2019	583,842.33
EFT	00002936	AWC	AWC BGLI Nov 19	1,204,534.89
EFT	00002937	GREAT WEST RETIREMENT	PP 24 2019 Empower	60,022.18
EFT	00002938	ICMA RETIREMENT	PP 24 2019 ICMA	168,946.53
EFT	00002944	ASSOCIATED PETROLEUM	B5 DYED DIESEL	52,649.16
Payments for Fund 1 Total				4,077,245.42
Self Insurance Fund				
	Check	Vendor	Item/Service	Amount
CHK	00371972	WA ST DEPT OF L&I - ELEVATOR	SELF INS RPT Q319	83,311.69
Payments for Fund 4 Total				83,311.69
Capital Fund				
	Check	Vendor	Item/Service	Amount
CHK	00371894	AT&T	CRADLEPOINT ANTENNAE	148,352.97
CHK	00372152	ABSHER CONSTRUCTION COMPANY	PROF SVC BMP 09/01-10/31/19	76,274.59
EFT	00002823	HUITT-ZOLLARS INC.	PROF SVC NEPA/SEPA 08/31/19	283,658.93
EFT	00002846	HUITT-ZOLLARS INC.	DESIGN SVC SCHEM 07/27/19	169,458.39
EFT	00002954	HUITT-ZOLLARS INC.	DESIGN SCHEM BMP 06/01/19	130,496.01
EFT	00002974	WA ST TRANSIT INSURANCE POOL	PROF SVC CAWS 10/19	96,032.32
Payments for Fund 9 Total				904,273.21
Total Payments in Excess of \$50,000.00				4,981,518.63

Dec 2, 2019 2:55:30 PM

Pierce Transit
Payment Certification for Nov 30, 2019
Payments Oct 29, 2019 through Nov 30, 2019
Payment Numbers CK 00371890 through CK 00372313
Wire Numbers EFT 00002813 through EFT 00002976

Bank ID	Check Number	Check Date	Amount	Vendor Name
01	CHK 00371890	10/31/2019	3,273.65	STUDIO 3MW PARTNERS LLC
01	CHK 00371891	10/31/2019	20.50	ADRIANA DEVRIES
01	CHK 00371892	10/31/2019	93.27	ASHLEY DEGRAFFENREID(EMPLOYEE)
01	CHK 00371893	10/31/2019	281.64	AT&T
01	CHK 00371894	10/31/2019	148,433.05	AT&T
01	CHK 00371895	10/31/2019	24.27	AUTO PLUS PARTS
01	CHK 00371896	10/31/2019	4,517.32	BATTERY SYSTEMS
01	CHK 00371897	10/31/2019	338.99	ATLAS SUPPLY INC
01	CHK 00371898	10/31/2019	53.08	BLANCHARD AUTO ELECTRIC CO
01	CHK 00371899	10/31/2019	8,912.81	BRIDGESTONE AMERICA
01	CHK 00371900	10/31/2019	133.12	BUNCE RENTALS INC
01	CHK 00371901	10/31/2019	83.50	CECILIA GIAMPIETRO
01	CHK 00371902	10/31/2019	805.07	CINTAS FIRE PROTECTION
01	CHK 00371903	10/31/2019	699.47	CITY OF PUYALLUP
01	CHK 00371904	10/31/2019	194.31	CLF WAREHOUSE
01	CHK 00371905	10/31/2019	1,978.20	CLOUDPWR
01	CHK 00371906	10/31/2019	88.58	COMCAST
01	CHK 00371907	10/31/2019	238.58	COMCAST
01	CHK 00371908	10/31/2019	88.58	COMCAST
01	CHK 00371909	10/31/2019	381.50	COMMERCIAL BRAKE & CLUTCH
01	CHK 00371910	10/31/2019	3,813.20	CONDUENT TRANSPORT SOLUTIONS
01	CHK 00371911	10/31/2019	48.19	CONSOLIDATED ELECTRICAL DIST
01	CHK 00371912	10/31/2019	21,379.46	CUMMINS INC
01	CHK 00371913	10/31/2019	1,510.00	CURVED GLASS COMPANY
01	CHK 00371914	10/31/2019	210.59	DATA SECURITY CORP
01	CHK 00371915	10/31/2019	101.75	DONOVAN BOYLE
01	CHK 00371916	10/31/2019	7,130.25	ENVIROISSUES
01	CHK 00371917	10/31/2019	65.94	FLEET MOBILE LUBE-WASH INC
01	CHK 00371918	10/31/2019	3,678.96	GENES TOWING CORP
01	CHK 00371919	10/31/2019	1,707.40	GENFARE
01	CHK 00371920	10/31/2019	361.79	GILCHRIST CHEVROLET
01	CHK 00371921	10/31/2019	37,673.31	GILLIG LLC
01	CHK 00371922	10/31/2019	983.64	GRAINGER
01	CHK 00371923	10/31/2019	9,705.83	HULTZ BHU ENGINEERS INC.
01	CHK 00371924	10/31/2019	197.04	JACE BANTA
01	CHK 00371925	10/31/2019	46.00	JANE PENNY
01	CHK 00371926	10/31/2019	1,900.00	JOHNSON CONTROLS
01	CHK 00371927	10/31/2019	3,333.27	JOHNSON CONTROLS
01	CHK 00371928	10/31/2019	281.00	KORUM FORD
01	CHK 00371929	10/31/2019	287.67	LAKEVIEW LIGHT & POWER CO
01	CHK 00371930	10/31/2019	272.68	LARRY MCCARTY
01	CHK 00371931	10/31/2019	38.47	LARSEN SIGN COMPANY
01	CHK 00371932	10/31/2019	7,899.37	LYFT INC
01	CHK 00371933	10/31/2019	4,310.28	MALLORY SAFETY & SUPPLY LLC
01	CHK 00371934	10/31/2019	49.40	MUNCIE RECLAMATION & SUPPLY CO
01	CHK 00371935	10/31/2019	244.58	N C POWER SYSTEM CO.
01	CHK 00371936	10/31/2019	80.31	NORTHWEST WIRE ROPE & SLING CO
01	CHK 00371937	10/31/2019	5,242.00	OFFICE OF MINORITY & WOMEN'S
01	CHK 00371938	10/31/2019	2,141.50	PACIFICA LAW GROUP
01	CHK 00371939	10/31/2019	15,674.81	PARAMETRIX ENGINEERING
01	CHK 00371940	10/31/2019	481.96	PENINSULA LIGHT
01	CHK 00371941	10/31/2019	23,562.80	PETROCARD SYSTEMS INC
01	CHK 00371942	10/31/2019	3,079.56	PUGET SOUND ENERGY
01	CHK 00371943	10/31/2019	11,451.72	QBSI-XEROX
01	CHK 00371944	10/31/2019	527.88	QUALITY PRESS
01	CHK 00371945	10/31/2019	274.88	R E AUTO ELECTRIC
01	CHK 00371946	10/31/2019	156.26	REX PEGG FABRICS INC
01	CHK 00371947	10/31/2019	862.61	RPAL US MANAGEMENT LLC
01	CHK 00371948	10/31/2019	362.00	RYAN WHEATON
01	CHK 00371949	10/31/2019	6.00	SANDRA DEVRIES
01	CHK 00371950	10/31/2019	55.50	SNAP-ON TOOLS - Robert Mustain
01	CHK 00371951	10/31/2019	496.78	SNIDER ENERGY
01	CHK 00371952	10/31/2019	500.00	SOURCE PANEL
01	CHK 00371953	10/31/2019	10,070.00	SOUTH SOUND 911
01	CHK 00371954	10/31/2019	7,325.05	SOUTH TACOMA GLASS
01	CHK 00371955	10/31/2019	2,286.19	STAPLES
01	CHK 00371956	10/31/2019	3,891.73	SM STEMPER ARCHITECTS PLLC
01	CHK 00371957	10/31/2019	67,231.33	STRATAGEN SYSTEMS, INC.
01	CHK 00371958	10/31/2019	137.39	T-MOBILE USA, INC
01	CHK 00371959	10/31/2019	4,690.77	TACOMA COMMUNITY COLLEGE
01	CHK 00371960	10/31/2019	890.66	TACOMA DODGE CHRYSLER JEEP
01	CHK 00371961	10/31/2019	4,553.03	TACOMA MALL PARTNERSHIP
01	CHK 00371962	10/31/2019	1,185.37	TACOMA SCREW
01	CHK 00371963	10/31/2019	30,348.25	THE AFTERMARKET PARTS CO LLC
01	CHK 00371964	10/31/2019	891.10	THERMO KING NW INC
01	CHK 00371965	10/31/2019	29.65	TIFFANY FLORES
01	CHK 00371966	10/31/2019	6,857.02	UNIFIRST CORPORATION
01	CHK 00371967	10/31/2019	1,000.00	UNITED SITE SERVICES (Everson)
01	CHK 00371968	10/31/2019	7,362.13	VERIZON WIRELESS

01	CHK 00371969	10/31/2019	4,187.73	VERIZON WIRELESS
01	CHK 00371970	10/31/2019	13,385.89	VERIZON WIRELESS
01	CHK 00371971	10/31/2019	911.78	VERIZON WIRELESS
01	CHK 00371972	10/31/2019	137,537.36	WA ST DEPT OF L&I - ELEVATOR
01	CHK 00371973	10/31/2019	1,118.07	WALTER E NELSON CO.
01	CHK 00371974	10/31/2019	66.99	WESTERN FLUID COMPONENTS
01	CHK 00371975	10/31/2019	1,204.04	WESTERN PETERBILT
01	CHK 00371976	10/31/2019	186.61	WHELEN ENGINEERING CO INC
01	CHK 00371977	10/31/2019	1,434.33	WILLIAMS OIL FILTER
01	CHK 00371978	11/07/2019	877.26	A & E IMAGING
01	CHK 00371979	11/07/2019	1,574.30	ALLSTREAM
01	CHK 00371980	11/07/2019	27.25	AMY CRICKMER
01	CHK 00371981	11/07/2019	3,140.22	ANIXTER
01	CHK 00371982	11/07/2019	862.72	APOLLO VIDEO TECHNOLOGY
01	CHK 00371983	11/07/2019	28.03	AT&T
01	CHK 00371984	11/07/2019	86.65	AT&T
01	CHK 00371985	11/07/2019	2,230.00	ATU LOCAL 758 CORP
01	CHK 00371986	11/07/2019	7,021.16	BRIDGESTONE AMERICA
01	CHK 00371987	11/07/2019	233.75	BUILDERS EXCHANGE OF WA
01	CHK 00371988	11/07/2019	103.50	CALIFORNIA STATE DISBURSEMENT
01	CHK 00371989	11/07/2019	62.08	CENTURY LINK
01	CHK 00371990	11/07/2019	1,191.30	CHAPTER 13 TRUSTEE
01	CHK 00371991	11/07/2019	811.67	CHILD SUPPORT ENFORCEMEN
01	CHK 00371992	11/07/2019	42,688.25	CITY OF FEDERAL WAY
01	CHK 00371993	11/07/2019	40,553.81	CITY OF LAKEWOOD
01	CHK 00371994	11/07/2019	5,937.92	CITY TREASURER - TPU
01	CHK 00371995	11/07/2019	1,378.00	CITY TREASURER - TPU
01	CHK 00371996	11/07/2019	851.25	CLINICAL REFERENCE LABORATORY
01	CHK 00371997	11/07/2019	5,496.05	COLONIAL SUPPLEMENTAL LIFE
01	CHK 00371998	11/07/2019	29,801.33	COLUMBIA FORD
01	CHK 00371999	11/07/2019	270.64	COMCAST
01	CHK 00372000	11/07/2019	138.58	COMCAST
01	CHK 00372001	11/07/2019	1,008.45	COMMERCIAL BRAKE & CLUTCH
01	CHK 00372002	11/07/2019	57.51	COMM ON POLITICAL EDUCATION
01	CHK 00372003	11/07/2019	1,510.00	CONNECTIQ LABS INC
01	CHK 00372004	11/07/2019	1,637.51	CUDA WASHINGTON
01	CHK 00372005	11/07/2019	184.80	DAILY JOURNAL OF COMMERCE INC
01	CHK 00372006	11/07/2019	24.19	DANIEL DAWES
01	CHK 00372007	11/07/2019	384.00	DARYL EIDINGER
01	CHK 00372008	11/07/2019	47.00	DEANNE JACOBSON (EMPLOYEE)
01	CHK 00372009	11/07/2019	44,626.74	DESIGNER DECAL
01	CHK 00372010	11/07/2019	7,338.33	DIAMOND PARKING SERVICES LLC
01	CHK 00372011	11/07/2019	18.33	DIANNE JOHNSON
01	CHK 00372012	11/07/2019	657.03	DM RECYCLING CO INC
01	CHK 00372013	11/07/2019	512.00	DONALD L ANDERSON
01	CHK 00372014	11/07/2019	75.00	DSHS
01	CHK 00372015	11/07/2019	1,608.39	EMERALD SERVICES, INC
01	CHK 00372016	11/07/2019	367.77	EMPLOYMENT SECURITY DEPA
01	CHK 00372017	11/07/2019	369.19	FIRST LOAN
01	CHK 00372018	11/07/2019	65.94	FLEET MOBILE LUBE-WASH INC
01	CHK 00372019	11/07/2019	82.00	FRANK WELLE
01	CHK 00372020	11/07/2019	181.77	FRUITLAND MUTUAL WATER COMPANY
01	CHK 00372021	11/07/2019	1,132.45	GENES TOWING CORP
01	CHK 00372022	11/07/2019	589.26	GENFARE
01	CHK 00372023	11/07/2019	52.48	GILCHRIST CHEVROLET
01	CHK 00372024	11/07/2019	4,236.18	GILLIG LLC
01	CHK 00372025	11/07/2019	2,073.86	GRAINGER
01	CHK 00372026	11/07/2019	476.10	HILTI INC
01	CHK 00372027	11/07/2019	3,465.00	HOMEWARD BOUND
01	CHK 00372028	11/07/2019	908.25	IAM & AW
01	CHK 00372029	11/07/2019	47.45	IDAHO CHILD SUPPORT RECEIPTING
01	CHK 00372030	11/07/2019	870.00	INTERNAL REVENUE SERVICE
01	CHK 00372031	11/07/2019	14,203.08	JENCO DEVELOPMENT
01	CHK 00372032	11/07/2019	384.00	KENT KEEL
01	CHK 00372033	11/07/2019	2,525.00	KIDDER MATHEWS, INC.
01	CHK 00372034	11/07/2019	1,022.07	KORUM FORD
01	CHK 00372035	11/07/2019	369.75	MALLORY SAFETY & SUPPLY LLC
01	CHK 00372036	11/07/2019	13.36	MCGUIRE BEARING CO
01	CHK 00372037	11/07/2019	1,449.23	MICHAEL G MALAIER
01	CHK 00372038	11/07/2019	1,062.51	MOTOROLA SOLUTIONS, INC.
01	CHK 00372039	11/07/2019	83.68	MUHAMMAD RAHMAN
01	CHK 00372040	11/07/2019	777.86	MUNCIE RECLAMATION & SUPPLY CO
01	CHK 00372041	11/07/2019	384.00	NANCY HENDERSON
01	CHK 00372042	11/07/2019	3,000.00	NEOFUNDS
01	CHK 00372043	11/07/2019	136.40	NH DEPT OF H & HS
01	CHK 00372044	11/07/2019	1,086.03	NYS CHILD SUPPORT PROCESSING
01	CHK 00372045	11/07/2019	1,076.81	OFFICE DEPOT CORP
01	CHK 00372046	11/07/2019	936.31	PIERCE COUNTY BUDGET & FINANCE
01	CHK 00372047	11/07/2019	122.32	PLATT ELECTRIC SUPPLY
01	CHK 00372048	11/07/2019	6,876.27	R E AUTO ELECTRIC
01	CHK 00372049	11/07/2019	210.00	RANDY ROBERTSON
01	CHK 00372050	11/07/2019	147.83	RED WING SHOE STORE
01	CHK 00372051	11/07/2019	1,000.00	RF DUNCAN AND ASSOCIATES INC
01	CHK 00372052	11/07/2019	4,615.36	RIGHT! SYSTEMS INC
01	CHK 00372053	11/07/2019	300.94	RON MACKENZIE
01	CHK 00372054	11/07/2019	384.00	RYAN MELLO
01	CHK 00372055	11/07/2019	649.00	SITECRAFTING INC.
01	CHK 00372056	11/07/2019	120.17	SIX ROBBLEES INC
01	CHK 00372057	11/07/2019	2,516.32	SNIDER ENERGY
01	CHK 00372058	11/07/2019	800.00	MARK W MEROD

01	CHK 00372059	11/07/2019	727.44	SOUTH TACOMA GLASS	
01	CHK 00372060	11/07/2019	844.78	STAPLES	
01	CHK 00372061	11/07/2019	94.57	TACOMA DAILY INDEX	
01	CHK 00372062	11/07/2019	2,810.08	TACOMA DODGE CHRYSLER JEEP	
01	CHK 00372063	11/07/2019	8.65	TACOMA SCREW	
01	CHK 00372064	11/07/2019	858.41	TECHNICAL SECURITY INTEGRATION	
01	CHK 00372065	11/07/2019	593.35	TX CHILD SUPPORT SDU	
01	CHK 00372066	11/07/2019	1,690.69	THE AFTERMARKET PARTS CO LLC	
01	CHK 00372067	11/07/2019	38.47	THE LINEUP	
01	CHK 00372068	11/07/2019	329.70	THOMSON REUTERS-WEST	
01	CHK 00372069	11/07/2019	4.75	TITUS-WILL TOYOTA	
01	CHK 00372070	11/07/2019	18.35	UNIFIRST CORPORATION	
01	CHK 00372071	11/07/2019	698.00	UNITED WAY OF PIERCE COUNTY	
01	CHK 00372072	11/07/2019	384.00	VICTORIA R WOODARDS	
01	CHK 00372073	11/07/2019	85,110.35	WA ST CORRECTIONAL IND	
01	CHK 00372074	11/07/2019	61.75	WA ST DEPT OF LICENSING	
01	CHK 00372075	11/07/2019	348.45	WILLIAMS OIL FILTER	
01	CHK 00372076	11/07/2019	150.00	WSTA	
01	CHK 00372077	11/07/2019	446.46	XEROX FINANCIAL SERVICES	
01	CHK 00372078	11/07/2019	446.46	XEROX FINANCIAL SERVICES	
01	CHK 00372079	11/14/2019	588.95	A & E IMAGING	
01	CHK 00372080	11/14/2019	371.91	ALPINE PRODUCTS INC	
01	CHK 00372081	11/14/2019	957.50	AMERICAN DRIVING RECORDS	
01	CHK 00372082	11/14/2019	17.58	AUTOZONE	
01	CHK 00372083	11/14/2019	2,136.00	AXLETECHTRUCK TRAILER TRANSIT	
01	CHK 00372085	11/14/2019	68,851.57	BRIDGESTONE AMERICA	
01	CHK 00372086	11/14/2019	28.19	CASCADE FRICTION	
01	CHK 00372087	11/14/2019	617.62	CENTURY LINK	
01	CHK 00372088	11/14/2019	7,480.00	CENTURY LINK	
01	CHK 00372089	11/14/2019	74.09	CENTURY LINK	
01	CHK 00372090	11/14/2019	55.68	CHRISTINE BARRY	
01	CHK 00372091	11/14/2019	1,633.26	CITY TREASURER - TPU	
01	CHK 00372092	11/14/2019	49.78	CLF WAREHOUSE	
01	CHK 00372093	11/14/2019	88.53	COMCAST	
01	CHK 00372094	11/14/2019	153.53	COMCAST	
01	CHK 00372095	11/14/2019	165.11	COMCAST	
01	CHK 00372096	11/14/2019	1,390.00	CURVED GLASS COMPANY	
01	CHK 00372097	11/14/2019	318.55	DM RECYCLING CO INC	
01	CHK 00372098	11/14/2019	1,500.00	DOWNTOWN ON THE GO	
01	CHK 00372099	11/14/2019	7,536.68	E-BUILDER INC	
01	CHK 00372100	11/14/2019	3,063.32	EMERALD SERVICES, INC	
01	CHK 00372101	11/14/2019	14.53	FEDERAL EXPRESS CORP	
01	CHK 00372102	11/14/2019	535.88	GTT COMMUNICATIONS	
01	CHK 00372103	11/14/2019	543.17	GTT COMMUNICATIONS	
01	CHK 00372104	11/14/2019	1,127.20	GTT COMMUNICATIONS	
01	CHK 00372105	11/14/2019	1,433.09	GENES TOWING CORP	
01	CHK 00372106	11/14/2019	211.26	GENFARE	
01	CHK 00372107	11/14/2019	569.62	GILCHRIST CHEVROLET	
01	CHK 00372108	11/14/2019	5,569.08	GILLIG LLC	
01	CHK 00372109	11/14/2019	130.88	GRAINGER	
01	CHK 00372110	11/14/2019	244.52	GROENEVELD LUBRICATION SOLUTIO	
01	CHK 00372111	11/14/2019	54.80	HARBOR FREIGHT TOOLS	
01	CHK 00372112	11/14/2019	7,759.64	HAROLD LEMAY ENTERPRISES	
01	CHK 00372113	11/14/2019	1,762.72	HAUGEN GRAPHICS	
01	CHK 00372114	11/14/2019	340.29	HOME DEPOT CREDIT SERVICES	
01	CHK 00372117	11/14/2019	1,422.23	KORUM FORD	
01	CHK 00372118	11/14/2019	63.48	KRISTI HARRIS	
01	CHK 00372119	11/14/2019	59.08	L.N. CURTIS & SONS	
01	CHK 00372120	11/14/2019	203.75	LEMAY MOBILE SHREDDING	
01	CHK 00372121	11/14/2019	3,577.03	LEVEL 3 (CENTURY LINK)	
01	CHK 00372122	11/14/2019	543.51	NORMED	
01	CHK 00372123	11/14/2019	219.80	NORTHWEST EMBROIDERY	
01	CHK 00372124	11/14/2019	9,426.32	NORTHWEST PUMP & EQUIPMENT CO	
01	CHK 00372125	11/14/2019	56.00	OFFICE DEPOT CORP	
01	CHK 00372126	11/14/2019	17.47	PACIFIC WELDING SUPPLY INC	
01	CHK 00372127	11/14/2019	422.01	PENINSULA LIGHT	
01	CHK 00372128	11/14/2019	293,280.12	PIERCE COUNTY BUDGET & FINANCE	VOID
01	CHK 00372129	11/14/2019	5,140.67	PIERCE COUNTY BUDGET & FINANCE	
01	CHK 00372130	11/14/2019	141.31	PIERCE COUNTY RECYCLING LLC	
01	CHK 00372131	11/14/2019	113.11	PLATT ELECTRIC SUPPLY	
01	CHK 00372132	11/14/2019	141.77	PROTECTION 1	
01	CHK 00372133	11/14/2019	223.44	R E AUTO ELECTRIC	
01	CHK 00372134	11/14/2019	147.83	RED WING SHOE STORE	
01	CHK 00372137	11/14/2019	178.04	ROBERT JOHNSON	
01	CHK 00372138	11/14/2019	75.11	SHERWIN-WILLIAMS (LKWD, CEDR)	
01	CHK 00372139	11/14/2019	746.91	SOUTH TACOMA GLASS	
01	CHK 00372140	11/14/2019	385.00	SRS LLC	
01	CHK 00372141	11/14/2019	889.80	SSMC CASE MANAGEMENT	
01	CHK 00372142	11/14/2019	276.16	STAPLES	
01	CHK 00372143	11/14/2019	431.78	STELLAR INDUSTRIAL	
01	CHK 00372144	11/14/2019	110.20	TERMINIX COMMERCIAL	
01	CHK 00372145	11/14/2019	110.20	TERMINIX COMMERCIAL	
01	CHK 00372146	11/14/2019	33,385.19	EMPLOYMENT SECURITY DEPT WASHI	
01	CHK 00372147	11/14/2019	411.15	WALTER E NELSON CO.	
01	CHK 00372148	11/14/2019	733.68	WESTERN PETERBILT	
01	CHK 00372149	11/14/2019	416.23	YRC FREIGHT	
01	CHK 00372150	11/14/2019	293,122.00	PIERCE COUNTY BUDGET & FINANCE	
01	CHK 00372151	11/14/2019	158.12	PIERCE COUNTY BUDGET & FINANCE	
01	CHK 00372152	11/21/2019	76,274.59	ABSHER CONSTRUCTION COMPANY	
01	CHK 00372153	11/21/2019	10.96	AMB TOOLS & EQUIPMENT	

01	CHK 00372154	11/21/2019	492.10	APOLLO VIDEO TECHNOLOGY
01	CHK 00372155	11/21/2019	146.56	AT&T
01	CHK 00372156	11/21/2019	28.41	AT&T
01	CHK 00372157	11/21/2019	51,912.21	ATU LOCAL 758 CORP
01	CHK 00372158	11/21/2019	10,483.88	ATWORK! COMMERCIAL ENTERPRISES
01	CHK 00372159	11/21/2019	426.15	AUDIOSEARS CORPORATION
01	CHK 00372160	11/21/2019	11,048.05	AWC EMPLOYEE BENEFIT TRUST
01	CHK 00372161	11/21/2019	928.22	AXON ENTERPRISES INC
01	CHK 00372162	11/21/2019	2,996.42	BRAND STRATOS
01	CHK 00372163	11/21/2019	4,085.21	BRIOTIX
01	CHK 00372164	11/21/2019	73.15	BUNCE RENTALS INC
01	CHK 00372165	11/21/2019	103.50	CALIFORNIA STATE DISBURSEMENT
01	CHK 00372166	11/21/2019	8,406.94	CCG TELECOM
01	CHK 00372167	11/21/2019	1,191.30	CHAPTER 13 TRUSTEE
01	CHK 00372168	11/21/2019	811.67	CHILD SUPPORT ENFORCEMEN
01	CHK 00372169	11/21/2019	182.75	CHUNJIANG LIAO
01	CHK 00372170	11/21/2019	23.00	CITY TREASURER - TPU
01	CHK 00372171	11/21/2019	109.09	CLF WAREHOUSE
01	CHK 00372172	11/21/2019	148.58	COMCAST
01	CHK 00372173	11/21/2019	148.58	COMCAST
01	CHK 00372174	11/21/2019	148.58	COMCAST
01	CHK 00372175	11/21/2019	88.53	COMCAST
01	CHK 00372176	11/21/2019	8,600.00	CONFLICT MANAGEMENT STRATEGIES
01	CHK 00372177	11/21/2019	1,668.00	CURVED GLASS COMPANY
01	CHK 00372178	11/21/2019	885.79	CUSTOM EDGE, INC.
01	CHK 00372179	11/21/2019	2,795.00	DAPHNE R. SCHNEIDER
01	CHK 00372180	11/21/2019	89.00	DISH
01	CHK 00372181	11/21/2019	180.00	DOUGLAS E. DICKINSON
01	CHK 00372182	11/21/2019	75.00	DSHS
01	CHK 00372183	11/21/2019	50.00	EMPLOYMENT SECURITY DEPA
01	CHK 00372184	11/21/2019	413.10	FIRST LOAN
01	CHK 00372185	11/21/2019	1,630.11	GENES TOWING CORP
01	CHK 00372186	11/21/2019	704.62	GILCHRIST CHEVROLET
01	CHK 00372187	11/21/2019	10,615.55	GILLIG LLC
01	CHK 00372188	11/21/2019	1,175.00	GIRO INC
01	CHK 00372189	11/21/2019	3,700.00	GPA TRUEMAN
01	CHK 00372190	11/21/2019	719.41	GRAINGER
01	CHK 00372191	11/21/2019	1,113.29	HERC RENTALS INC
01	CHK 00372192	11/21/2019	1,611.28	HOERBIGER SERVICE INC
01	CHK 00372193	11/21/2019	399.50	IAM & AW
01	CHK 00372194	11/21/2019	47.45	IDAHO CHILD SUPPORT RECEIPTING
01	CHK 00372195	11/21/2019	220.00	INTERNAL REVENUE SERVICE
01	CHK 00372196	11/21/2019	30.00	JACOB JOHNSON
01	CHK 00372197	11/21/2019	184.00	JASON MORRIS
01	CHK 00372198	11/21/2019	5,580.63	JOHNSON CONTROLS
01	CHK 00372199	11/21/2019	77.92	KEITH SHOUSKY
01	CHK 00372200	11/21/2019	3,591.67	KING COUNTY FINANCE
01	CHK 00372201	11/21/2019	786.43	KORUM FORD
01	CHK 00372202	11/21/2019	973.27	LEGACY TELECOMMUNICATIONS, INC
01	CHK 00372203	11/21/2019	3,367.95	LEVEL 3 (CENTURY LINK)
01	CHK 00372204	11/21/2019	2,916.46	LOGMEIN USA INC
01	CHK 00372205	11/21/2019	16,182.76	MACHINISTS HEALTH &
01	CHK 00372206	11/21/2019	126.04	MARK ELDRIDGE
01	CHK 00372207	11/21/2019	1,449.23	MICHAEL G MALAIER
01	CHK 00372208	11/21/2019	138.40	MICHAEL GRIFFUS
01	CHK 00372209	11/21/2019	36.00	MICHAEL MILLS
01	CHK 00372210	11/21/2019	48.56	MOUNTAIN MIST WATER
01	CHK 00372211	11/21/2019	8,880.00	MULTICARE HEALTH SYSTEM
01	CHK 00372212	11/21/2019	136.40	NH DEPT OF H & HS
01	CHK 00372213	11/21/2019	2,093.52	NORTHWEST IAM BENEFIT TRUST
01	CHK 00372214	11/21/2019	2,382.00	NORTHWEST LIFT & EQUIPMENT
01	CHK 00372215	11/21/2019	1,086.03	NYS CHILD SUPPORT PROCESSING
01	CHK 00372216	11/21/2019	2,636.72	OFFICE DEPOT CORP
01	CHK 00372217	11/21/2019	12,855.46	OLYMPIC PENINSULA CONSTR
01	CHK 00372218	11/21/2019	5.71	PACIFIC TORQUE
01	CHK 00372219	11/21/2019	95.91	PHILLIP MOORE
01	CHK 00372220	11/21/2019	45,000.00	PIERCE COUNTY BUDGET & FINANCE
01	CHK 00372221	11/21/2019	11,776.43	R E AUTO ELECTRIC
01	CHK 00372222	11/21/2019	8.43	REFRIGERATION SUPPLY DIST
01	CHK 00372223	11/21/2019	88.06	REX PEGG FABRICS INC
01	CHK 00372224	11/21/2019	227.51	ROBBLEES TOTAL SECURITY INC
01	CHK 00372225	11/21/2019	39.69	SARCO SUPPLY
01	CHK 00372226	11/21/2019	170.00	SEAN M. ROBERTSON
01	CHK 00372227	11/21/2019	75.31	SHERWIN-WILLIAMS (S TAC WAY)
01	CHK 00372228	11/21/2019	3,270.00	SIMON AND COMPANY INC
01	CHK 00372229	11/21/2019	100.56	SNAP-ON TOOLS - Robert Mustain
01	CHK 00372230	11/21/2019	496.82	SNIDER ENERGY
01	CHK 00372231	11/21/2019	373.36	SONITROL PACIFIC
01	CHK 00372232	11/21/2019	56.00	TARA SCHAAK
01	CHK 00372233	11/21/2019	3,208.91	TECHNICAL SECURITY INTEGRATION
01	CHK 00372234	11/21/2019	593.35	TX CHILD SUPPORT SDU
01	CHK 00372235	11/21/2019	659.40	THE LINEUP
01	CHK 00372236	11/21/2019	8,917.50	TRAPEZE SOFTWARE GROUP
01	CHK 00372237	11/21/2019	222.64	TREVOR MANLEY
01	CHK 00372238	11/21/2019	501.00	UNITED SITE SERVICES (Everson)
01	CHK 00372239	11/21/2019	698.00	UNITED WAY OF PIERCE COUNTY
01	CHK 00372240	11/21/2019	210.70	UNIVERSAL LANGUAGE SERVI
01	CHK 00372241	11/21/2019	376.13	WSDOT
01	CHK 00372242	11/21/2019	24.27	WALTER E NELSON CO.
01	CHK 00372243	11/21/2019	2,124.69	WAXIE SANITARY SUPPLY

01	CHK 00372244	11/21/2019	1,317.70 WESMAR
01	CHK 00372245	11/21/2019	39,451.30 WSP USA, INC.
01	CHK 00372246	11/27/2019	1,088.01 AABERGS TOOL & EQUIPMENT RENTA
01	CHK 00372247	11/27/2019	261.14 ANIXTER
01	CHK 00372248	11/27/2019	162.66 BATTERIES PLUS
01	CHK 00372249	11/27/2019	60.25 BUILDERS EXCHANGE OF WA
01	CHK 00372250	11/27/2019	12,372.86 CITY TREASURER - TPU
01	CHK 00372251	11/27/2019	180.05 CLF WAREHOUSE
01	CHK 00372252	11/27/2019	88.58 COMCAST
01	CHK 00372253	11/27/2019	223.54 COMMERCIAL BRAKE & CLUTCH
01	CHK 00372254	11/27/2019	900.00 CONNECTIQ LABS INC
01	CHK 00372255	11/27/2019	86,508.86 COST MANAGEMENT SERVICES INC
01	CHK 00372256	11/27/2019	5,663.50 CSCHED
01	CHK 00372257	11/27/2019	1,668.00 CURVED GLASS COMPANY
01	CHK 00372258	11/27/2019	250.00 CYBERSOURCE CORP.
01	CHK 00372259	11/27/2019	203.07 DATA SECURITY CORP
01	CHK 00372260	11/27/2019	18,460.57 DKS ASSOCIATES
01	CHK 00372261	11/27/2019	4,161.64 FLEET MOBILE LUBE-WASH INC
01	CHK 00372262	11/27/2019	200.00 FOISAGA FULU
01	CHK 00372263	11/27/2019	2,547.34 GENFARE
01	CHK 00372264	11/27/2019	74.00 GERARD CARLSON
01	CHK 00372265	11/27/2019	698.41 GILLIG LLC
01	CHK 00372266	11/27/2019	37,173.76 HULTZ BHU ENGINEERS INC.
01	CHK 00372267	11/27/2019	20,047.77 IBI GROUP A CALIFORNIA PARTNER
01	CHK 00372268	11/27/2019	45,123.45 IPKEYS TECHNOLOGIES LLC
01	CHK 00372269	11/27/2019	2,404.00 IWG TOWERS ASSETS I LLC
01	CHK 00372270	11/27/2019	3,297.00 JANEK CORPORATION
01	CHK 00372271	11/27/2019	343.99 JOHNSON CONTROLS
01	CHK 00372272	11/27/2019	42.87 KAMAN INDUSTRIAL TECHNOLOGIES
01	CHK 00372273	11/27/2019	21,707.99 KPFF CONSULTING ENGINEERS
01	CHK 00372274	11/27/2019	47,234.98 LAKEVIEW LIGHT & POWER CO
01	CHK 00372275	11/27/2019	176.02 LAKEWOOD WATER DISTRICT
01	CHK 00372276	11/27/2019	7,420.00 MARY C. ADAMS CONSULTING
01	CHK 00372277	11/27/2019	395.64 MOTOROLA SOLUTIONS, INC.
01	CHK 00372278	11/27/2019	4,447.12 NELSON TRUCK
01	CHK 00372279	11/27/2019	34,794.34 NORTHWEST HANDLING SYSTEMS
01	CHK 00372280	11/27/2019	112.24 OFFICE DEPOT CORP
01	CHK 00372281	11/27/2019	431.31 PACIFIC AIR CONTROL INC
01	CHK 00372282	11/27/2019	412.06 PARKLAND LIGHT & WATER CO
01	CHK 00372283	11/27/2019	507.27 PENINSULA LIGHT
01	CHK 00372284	11/27/2019	655.80 PERFECTION POWDER COATING & FA
01	CHK 00372285	11/27/2019	293,122.00 PIERCE COUNTY BUDGET & FINANCE
01	CHK 00372286	11/27/2019	5,107.05 PRINT NW
01	CHK 00372287	11/27/2019	3,994.00 PUGET SOUND ESD
01	CHK 00372288	11/27/2019	5,510.90 PUGET SOUND ENERGY
01	CHK 00372289	11/27/2019	234.28 REDDAWAY
01	CHK 00372290	11/27/2019	152.80 REFRIGERATION SUPPLY DIST
01	CHK 00372291	11/27/2019	4,500.00 TOP TIER TRAINING AND DEVELOPM
01	CHK 00372292	11/27/2019	19.00 SHERWIN-WILLIAMS (S TAC WAY)
01	CHK 00372293	11/27/2019	18,180.23 SMS CLEANING INC
01	CHK 00372294	11/27/2019	500.00 SOURCE PANEL
01	CHK 00372295	11/27/2019	2,083.34 SOUTH SOUND TOGETHER
01	CHK 00372296	11/27/2019	828.47 STAPLES
01	CHK 00372297	11/27/2019	38,243.00 SM STEMPER ARCHITECTS PLLC
01	CHK 00372298	11/27/2019	127.72 STERICYCLE
01	CHK 00372299	11/27/2019	276.05 TACOMA DODGE CHRYSLER JEEP
01	CHK 00372300	11/27/2019	63.84 TACOMA SCREW
01	CHK 00372301	11/27/2019	364.90 TERRYBERRY MANUFACTURING JEWEL
01	CHK 00372302	11/27/2019	138.61 THE AFTERMARKET PARTS CO LLC
01	CHK 00372303	11/27/2019	339.59 THOMSON REUTERS-WEST
01	CHK 00372304	11/27/2019	195.00 TOWN SQUARE PUBLICATIONS LLC
01	CHK 00372305	11/27/2019	800.00 CAREER TRANSITIONS INCORPORATE
01	CHK 00372306	11/27/2019	7,363.54 VERIZON WIRELESS
01	CHK 00372307	11/27/2019	13,370.75 VERIZON WIRELESS
01	CHK 00372308	11/27/2019	4,187.74 VERIZON WIRELESS
01	CHK 00372309	11/27/2019	911.69 VERIZON WIRELESS
01	CHK 00372310	11/27/2019	403.30 VOLCANIC MANUFACTURING
01	CHK 00372311	11/27/2019	285.40 WA ST DEPT OF L&I - ELEVATOR
01	CHK 00372312	11/27/2019	121.33 WALTER E NELSON CO.
01	CHK 00372313	11/27/2019	156.15 WESTERN PETERBILT
01	EFT 00002813	10/31/2019	650.00 AGREEYA SOLUTIONS, INC.
01	EFT 00002814	10/31/2019	1,192.54 ACCOUNTING PRINCIPALS INC
01	EFT 00002815	10/31/2019	125,801.44 ASSOCIATED PETROLEUM
01	EFT 00002816	10/31/2019	10,124.40 CUMMINS INC
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01	EFT 00002823	10/31/2019	283,658.93 HUITT-ZOLLARS INC.
01	EFT 00002824	10/31/2019	4,117.90 LYFT INC
01	EFT 00002825	10/31/2019	1,129.77 NORTHWEST BUS SALES INC.
01	EFT 00002826	10/31/2019	10,946.95 PACIFIC POWER PRODUCTS
01	EFT 00002827	10/31/2019	1,400.00 PUBLIC SAFETY SELECTION, PC
01	EFT 00002828	10/31/2019	1,089.11 SIR SPEEDY
01	EFT 00002829	10/31/2019	879.61 STANDARD PARTS CORP
01	EFT 00002830	10/31/2019	26.35 TACOMA SCREW
01	EFT 00002831	10/31/2019	1,136.21 TINY'S TIRE
01	EFT 00002832	10/31/2019	474.54 VEHICLE MAINTENANCE PROGRAM

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01	EFT	00002838	11/07/2019	6,901.78	WA ST CHILD SUPPORT REGISTRY
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01	EFT	00002891	11/14/2019	40,001.32	THE AFTERMARKET PARTS CO LLC
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01	EFT	00002902	11/21/2019	27,052.35	DCS TECHNOLOGIES, INC.
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01	EFT	00002951	11/27/2019	10,988.05	GILLIG LLC
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01	EFT	00002954	11/27/2019	130,496.01	HUITT-ZOLLARS INC.
01	EFT	00002955	11/27/2019	1,617.23	INTELLICORP RECORDS INC
01	EFT	00002956	11/27/2019	18,454.91	K & L GATES
01	EFT	00002957	11/27/2019	1,169.49	KORUM FORD
01	EFT	00002958	11/27/2019	168.80	MALLORY SAFETY & SUPPLY LLC
01	EFT	00002959	11/27/2019	271.60	MCGUIRE BEARING CO
01	EFT	00002960	11/27/2019	33.81	MUNCIE RECLAMATION & SUPPLY CO
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01	EFT	00002962	11/27/2019	15,864.89	PARAMETRIX ENGINEERING
01	EFT	00002963	11/27/2019	22,620.48	PETROCARD SYSTEMS INC
01	EFT	00002964	11/27/2019	839.25	PRINT NW
01	EFT	00002965	11/27/2019	1,208.81	SHI INTERNATIONAL CORP
01	EFT	00002966	11/27/2019	202.22	SIR SPEEDY
01	EFT	00002967	11/27/2019	39.56	STANDARD PARTS CORP
01	EFT	00002968	11/27/2019	6,240.02	SUMMIT LAW GROUP PLLC
01	EFT	00002969	11/27/2019	66.06	TACOMA DODGE CHRYSLER JEEP
01	EFT	00002970	11/27/2019	28.24	TACOMA SCREW
01	EFT	00002971	11/27/2019	18,612.62	THE AFTERMARKET PARTS CO LLC
01	EFT	00002972	11/27/2019	1,479.78	TINY'S TIRE
01	EFT	00002973	11/27/2019	234.39	UNIFIRST CORPORATION
01	EFT	00002974	11/27/2019	96,032.32	WA ST TRANSIT INSURANCE POOL
01	EFT	00002975	11/27/2019	7.42	WESTERN PETERBILT
01	EFT	00002976	11/27/2019	892.92	XEROX FINANCIAL SERVICES
	Total Payments			<u>\$7,183,491.65</u>	

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

November 4, 2019

CALL TO ORDER

Chair Woodards called the Special Board meeting to order at 4:02 p.m.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Commissioners present:

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

Commissioners absent:

Robin Farris, Puyallup City Councilmember

Staff present:

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

PRESENTATIONS

1. October 2019 Operator of the Month ~ Tommy Jackson

Transit Operator Assistant Manager Trish Macomber recognized Operator Tommy Jackson for being selected the Operator of the Month for October 2019. She detailed his accomplishments.

Mr. Jackson noted his gratitude and appreciation for serving the community.

On behalf of the Board of Commissioners, Chair Woodards thanked Mr. Jackson for his service to the community.

2. Employee Award Recipients from Third Quarter 2019

Larry Delgado, Learning and Development Manager, recognized the following individuals for earning employee awards for the second and third quarters of the 2019 calendar year:

Selena Ngo – Received the Second Quarter Effectiveness and Efficiency Award for upgrading the Washington State Transit Insurance Pool’s Origami database systems to capture more meaningful information.

Teresa Coleman – Received the Third Quarter Excellence in Safety Award for her development of the Safety Bingo Program, which has helped to further embed safety into the Pierce Transit culture across the organization.

Computer Aided Dispatch and Automated Vehicle Location (CAD/AVL) Cellular conversion Team – Received the Third Quarter Effectiveness and Efficiency Award for converting all Pierce Transit coaches to use cellular technology for the agency’s data channel connection for the CAD/AVL system. The team included the following individuals:

- Aaron Lenk
- Andrew Wheeler
- Jerome Tavares
- Travis Mcniven
- Darrick Valona
- Jacob Umemoto
- Kariann Nguyen
- Sam Timbers
- John Perez
- Liem Hong
- Brent Campbell
- Christian Handsaker

Monnett Smith – Received the Administrative Staff Employee of the Quarter Award for assisting with the agency’s new SharePoint site known as the Pulse and overseeing the governance committee for this site.

Various award recipients expressed their gratitude for receiving the award and thanked other fellow employees who also aided in the success of the programs.

On behalf of the Board, Chair Woodards thanked the employees for their service and commended them for going above and beyond in their duties and for being innovative.

3. Update on 501 (C)(3’s) Fare Media Discount Program

Marketing Assistant Manager Kathy Walton presented on the item. She reviewed the results from the survey which explained the fare media buying behavior of the qualified 501 (C) (3) organizations.

Various commissioners expressed that the data collected about the program was helpful.

SPECIAL BUSINESS

1. Commendation for Commissioner Henderson for Serving as the Chair of the Pierce Transit Board from July 2018 to June 2019

On behalf of the Pierce Transit Board of Commissioners, Mayor Woodards presented Commissioner Henderson with an engraved gavel in appreciation for her care and commitment for serving as the Pierce Transit Chair from July 2018 to June 2019.

Commissioner Henderson noted it has been an honor to be part of the Pierce Transit Board and to Chair the Board.

PUBLIC COMMENT

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

- Cinderella Helga, Lakewood, complimented Pierce Transit employee James Sullivan for being helpful and giving good customer service. She reported that she experienced issues with the agency's telephone system and was not able to connect with certain employees. She also reported that the reader boards at Commerce Street reflected the wrong schedule last week.

CONSENT AGENDA

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

Chair Woodards noted that item No. 7 of the consent agenda is being pulled from today's agenda and is expected to come back before the Board in December for consideration.

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

Motion **carried**, 8-0.

1. Approval of Vouchers, October 1, 2019 – October 28, 2019.
Voucher CK Nos. 371425 through 371889
Wire Nos. 2731 through 2812
Advanced Travel Ck Nos. 1432 through 1434
Total \$5,555,695.24
2. Minutes: October 14, 2019 Special Study Session Meeting and Regular Board Meeting.
3. 2019 Third Quarter Sole Source Report and Contracts Over \$100,000.

4. FS 2019-061, Authorized the Chief Executive Officer to enter into and execute Amendment No. 4 to increase the contract authority amount by \$120,000 with SMS Cleaning, Inc., for a new total not to exceed contract amount of \$597,175.05.
5. FS 2019-063, Adopted Resolution No. 2019-037, approving the 2020 State and Federal Legislative Priorities in Substantially the Same Form as Exhibits A and B.
6. FS 2019-064, Adopted Resolution No. 2019-038, increasing the maximum value of vehicles surplused to the Care-a-van Program to \$6500.
- ~~7. FS 2019-065, Authorized the CEO to enter into and execute a contract with Downtowner in the amount of \$230,000 to provide Ruston Way micro transit pilot service for one year; This item was pulled from the agenda.~~

ACTION AGENDA

1. **FS 2019-066, Directing Staff to Conduct Further Fact Finding and Analysis to Determine Whether Pierce Transit Should Proceed with a November 2020 Ballot Measure to Increase its Taxing Authority from 0.6 Percent to 0.9 Percent within its Boundary**

CEO Dreier noted that staff is seeking authority to conduct further fact finding to determine whether Pierce Transit should proceed with a Ballot Measure to increase its taxing authority in 2020 and a strategy to present to the community for the to the ballot measure to be successful.

She stated that the timing is appropriate to consider what Pierce Transit's service should look like for the future given the population growth estimates, increased traffic congestion, and jurisdictions outside the service area requesting transit service.

She reported that Pierce Transit has increased service by 16 percent since 2015; however, the Six-Year Financial plan shows no increase in service levels with the current funding levels.

Ms. Dreier commented that the Board will have the opportunity to give ideas on this matter again at a future study session after the Long-Range Plan is updated.

Executive Director of Planning and Community Development Ryan Wheaton reminded the Board that Pierce Transit currently is collecting 0.6 percent sales tax but may collect up to 0.9 percent sale tax. He provided a PowerPoint presentation on this item recapping the history of the ballot measures that were conducted in 2011 and 2012.

He reviewed the taxing authority levels of peer transit agencies in the region and reviewed revenue forecasts based on increased sales tax rate and communicated the next steps in moving forward with a comprehensive plan for presenting a ballot measure package that would expand service for the Board to consider and give input on.

Commissioner Keel commented that he believes there is a need to expand the service and that the Agency is constrained from growing under the current tax rate. He advocated for the State Legislature to send back the monies they collect to jurisdictions to use.

Commissioner Anderson questioned whether there should be a policy shift in the ratio of life line services versus commuters and economic development service and whether the Agency should consider going out for a ballot measure for less than 0.3 percent increase.

Commissioner Dammeier commented that Pierce Transit is in a challenging position where some areas need more frequency and others need service to come to them. He noted that he would like service to be provided to areas that are currently outside of the Pierce Transit boundary, noting that Sumner has an appetite for service and perhaps contract service for Bonney Lake and Frederickson. He noted that he would like staff's analysis in February to include a plan on how to get service to these areas mentioned.

Commissioner Mello noted that he thinks frequency and span are needed and that he is intrigued by students and seniors riding for free as well as improved paratransit service. He encouraged the Board to give staff authority as early in the year as possible if they are supportive of the ballot measure so that the Agency can be successful in the ballot measure.

Chair Woodards questioned whether the Agency should proceed with a lesser percentage and recommended that the Agency to determine what aspects of expansion service would garner community support for increased taxing authority and communicate that aspect.

Commissioners Keel and Henderson **moved** and seconded to Direct staff to return to the Board in February 2020 with findings from the Long-Range Plan and analysis to determine whether Pierce Transit should proceed with a November 2020 ballot measure to increase its taxing authority from 0.6 percent to 0.9 percent within its boundary.

Motion **carried**, 8-0.

STAFF UPDATES/DISCUSSION

CEO's Report

CEO Dreier reported on the following (*Commissioner Keel left the meeting 5:12 p.m.*) matters:

- Reviewed timeline of items coming before the Board the first six months of 2020 relating to the potential Ballot Measure and the Board Composition Review Committee (BCRC) Meeting under the provisions of the new law that went into effect that requires proportional representation on the Board. She noted that the BCRC committee decides the composition of the Board and noted that Pierce Transit will most likely post-pone the small cities election that it conducts until after the BCRC meeting.
- A Bus Rapid Transit (BRT) Stakeholder Committee has been created and the first meeting is November 12. Canvassing residents along the proposed BRT corridor will begin shortly by the company EnviroIssues.

- Pierce Transit is still working with WSDOT on the roundabouts issues with regards to who will pay for them.
- She encouraged Board Members to complete their interviews with the branding consultants for the BRT.
- Staff has begun reviewing station designs for the BRT project.

INFORMATIONAL BOARD ITEMS

Chair Report ~ None.

Sound Transit Update

Commissioner Dammeier noted a significant issue came up with regards to how many alternate routes there would be for the West Seattle and Ballard line, which was not adopted by the Pierce Transit Board.

PSRC Transportation Policy Board Update

Commissioner Anderson noted that no transit related items were discussed at this meeting.

Commissioners' Comments

Commissioner Henderson thanked Government and Community Relations Officer Alex Mather for assisting with the cities and towns presentations that she conducts each year with the jurisdictions that she represents. She noted that the jurisdictions are very receptive. She also thanked Chief Kelly for the ride-along last week and noted she found it very valuable.

EXECUTIVE SESSION ~ None.

ADJOURN

Commissioners Campbell and Anderson **moved** and seconded to adjourn the meeting at 5:24 p.m.

Motion **carried**, 7-0.

Deanne Jacobson
Clerk of the Board

Victoria Woodards, Chair
Board of Commissioners

TITLE: Authorization to Execute a Contract with Absher Construction for Construction of the South Base Parking Expansion and West Base Demolition for the Base Master Plan Implementation Phase 1 Projects

DIVISION: Finance

SUBMITTED BY: Brett Freshwaters, Executive Director of Finance

RELATED ACTION:

EFC FS 2019-017 Authorization to Execute a Contract with Absher Construction for General Contractor/Construction Manager (GC/CM) Preconstruction Services for the Base Master Plan Implementation Phase 1 Projects

ATTACHMENTS: None

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: #0525 Base Master Plan Implementation Phase 1

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 2,551,606	The amount reflects the estimated expenditures, plus 10% contingency, for parking expansion and West Base demolition for the initial implementation of the Base Master Plan project.
10% Contingency	\$ 255,161	
Total Expenditure	\$ 2,806,767	

BACKGROUND:

A Base Master Plan Update was completed in early 2018. Out of that plan several recommendations were made to improve efficiencies, update aging infrastructure and plan for growth and changing fleet composition for buses and other service and support vehicles. From that list of recommendations, several projects were identified as "Phase 1" priorities, including parking lot expansions, building expansions or renovations, and new adjacent facility construction. These projects are intended to improve safety, transit vehicle circulation, increase efficiency and capacity for maintenance and operation of all vehicle types.

Due to the complexity of the project, phasing and need for continued operations throughout the construction period, the Agency utilized the GC/CM method of project delivery. Absher Construction, Pierce Transit's GC/CM, has worked with the design team since April of this year to develop the first Maximum Allowable Construction Cost (MACC) package.

This first MACC package comprises expanding the parking area behind Building 5 and demolition of buildings on the West Base. This construction package is a necessary precursor to the next phase of work that entails closing the staff parking behind Building 4 and constructing vehicle ramp access between West Base and the Main Base. Future MACC packages will be brought before the Board as timing and cost details are finalized.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize staff to execute a contract with Absher Construction in the amount of \$2,551,606, plus a 10% contingency of \$255,161, for a total not to exceed amount of \$2,806,767 for Base Master Plan Implementation MACC package 1.

ALTERNATIVES:

Do not approve entering into a contract with Absher. This is not recommended as it will impede our ability to effectively maintain and service our fleet.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to enter into and execute a contract with Absher Construction of the South Base Parking Expansion and West Base Demolition for the Base Master Plan Implementation Phase 1 Project for a for a total not to exceed amount of \$2,806,767.

TITLE: Authority to Execute a Cost Sharing Agreement with Sound Transit for the Base Master Plan Phase 1 Design

DIVISION: Service Delivery & Support

SUBMITTED BY: Mike Griffus, Executive Director of Service Delivery & Support/Chief Safety Officer

RELATED ACTION: N/A

ATTACHMENTS: Proposed Resolution
 Exh A, Proposed Cost Sharing Agrmt.

RELATION TO STRATEGIC PLAN: N/A

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: Base Master Plan Phase 1 Design

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$	Sound Transit is funding a share of Pierce Transit's acquisition of Building 6, West Base and Phase 1 Design.
Grant/Other Amounts	\$ 1,897,500	
Total Expenditure	\$ 0	

BACKGROUND:

Both Pierce Transit and Sound Transit acknowledge and agree on the need for expansion of Pierce Transit's Base due, in large part, to Sound Transit's fleet and operations at Pierce Transit's base. With the Base at maximum capacity, Pierce Transit acquired two properties in accordance with the recommendations in the Base Master Plan Phase 1 Design in order to create additional space at Base for operation of Sound Transit's fleet and to provide the service outlined in the Service Agreement. Sound Transit and Pierce Transit believe that it would be of public benefit for the Parties to share in the costs for Pierce Transit's acquisition of the Properties and for Phase 1 design of the Base Master Plan. Sound Transit's contribution will be West Base Property \$575,000; Building 6 Property \$920,000; and 46% of the actual costs of the Work for the Base Master Plan Phase 1 Design not to exceed \$402,500.

Sound Transit has agreed to contribute to the acquisition of these properties and to the design cost for the Base Master Plan. This agreement does not create nor confer on Sound Transit any ownership rights in operations or maintenance responsibilities for the property and facilities at Base.

Additional design work will be needed for the remainder of the Base Master Plan. Any cost sharing for other parts of the Base Master Plan, including construction costs, will be the subject of a separate agreement.

Sound Transit agrees to these payments for property acquisition and Base Master Plan Phase 1 design (and possible future agreements for construction of the Base Master Plan) with the expectation that Pierce Transit will continue to provide bus operations and maintenance services to Sound Transit. Sound Transit would have rights to seek a *pro rata* reimbursement if Pierce Transit terminates the parties' express bus operations and maintenance agreement within the next 40 years. If Sound Transit terminates the operations and maintenance agreement or declines to enter into a new operations and maintenance agreement, Pierce Transit is not obligated to reimburse Sound Transit for these funds.

STAFF RECOMMENDATION:

Approve the Cost Sharing Agreement with Sound Transit for the Base Expansion Phase 1 Design Project. Pierce Transit would benefit for the Parties to share in the costs for Pierce Transit's acquisition of the Properties and for Phase 1 design of the Base Master Plan.

ALTERNATIVES:

Reject the Cost Sharing agreement with Sound Transit; however, expanding the current base for operating Sound Transit service preserves Pierce Transit's relationship with Sound Transit. Without approval Pierce Transit would not receive \$1,897,500 towards the Base Expansion Project.

PROPOSED MOTION:

Move to: Approve Resolution No. 2019-040, authorizing the Chief Executive Officer to enter into and execute a Cost Sharing Agreement with Sound Transit in the amount of \$1,897,500 for the Base Expansion Phase 1 Design Project.

RESOLUTION NO. 2019-040

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to Enter
2 into and Execute a Cost Sharing Agreement with Sound Transit for the
3 Base Master Plan Phase 1 Design Project
4

5 WHEREAS, Both Pierce Transit and Sound Transit acknowledge and agree on the need for expansion of
6 Pierce Transit's Base due in large part to Sound Transit's fleet and operations at Pierce Transit's base; and

7 WHEREAS, with the Base at maximum capacity, Pierce Transit acquired two properties in accordance
8 with the recommendations in the Base Master Plan Phase 1 Design in order to create additional space at Base
9 for operation of Sound Transit's fleet and to provide the service outlined in the Service Agreement; and

10 WHEREAS, Sound Transit and Pierce Transit believe that it would be of public benefit for the Parties to
11 share in the costs for Pierce Transit's acquisition of the Properties and for Phase 1 design of the Base Master
12 Plan; and

13 WHEREAS, Sound Transit's contribution to the Work will not create nor confer on Sound Transit any
14 ownership rights in operations or maintenance responsibilities for the property and facilities at Base; and

15 WHEREAS, per the proposed Agreement, Sound Transit's contribution will be West Base Property:
16 \$575,000; Building 6 Property: \$920,000; and 46% of the actual costs of the Work for the Base Master Plan
17 Phase 1 Design not to exceed \$402,500; and

18 WHEREAS, Sound Transit agrees to the terms of the Cost Sharing Agreement with the expectation that
19 Pierce Transit will continue to provide bus operations and maintenance services to Sound Transit; and

20 WHEREAS, Sound Transit has requested *pro rata* reimbursement if Pierce Transit terminates the
21 operations and maintenance agreement within the next 40 years; and

22 WHEREAS, If Sound Transit terminates the operations and maintenance agreement or declines to
23 enter into a new operations and maintenance agreement, Pierce Transit is not obligated to reimburse Sound
24 Transit; and

25 WHEREAS, the Board of Commissioners of Pierce Transit finds it fair and equitable to enter into and
26 execute a mutually agreeable Cost Sharing Agreement with Sound Transit for the Base Master Plan Phase 1
27 Project

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

**COST SHARING AGREEMENT
FOR PIERCE TRANSIT BASE EXPANSION PROJECT**

This Agreement is made on _____, 2019 and entered into by Puget Sound Regional Transit Authority (“Sound Transit”) and Pierce County Public Transportation Benefit Area Corporation (“Pierce Transit”), which may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

- A. Sound Transit is a duly organized regional transit authority under chapters 81.104 and 81.112 RCW and has all powers necessary to construct transit facilities, operate transit services, and enter into this Agreement.
- B. Pierce Transit is a municipal corporation pursuant to Chapter 36.57A RCW with all powers necessary to construct transit facilities, operate transit services, and enter into this Agreement.
- C. Pierce Transit operates and maintains a portion of Sound Transit's regional bus fleet in accordance with the terms of the Interagency Agreement for ST Express Bus Service Operations and Maintenance that initially expired on December 31, 2017, and was extended through 2018 with one optional extension year remaining ("Service Agreement").
- D. Pierce Transit's current bus operating facility in Lakewood is at or near maximum capacity. Currently, there are 290 fixed route buses on site, 129 of which are Sound Transit buses.
- E. In order to accommodate both Pierce Transit's and Sound Transit's bus fleet, Pierce Transit needs to upgrade and expand its current transit base facilities, which include maintenance, operations, and administration (“Base”).
- F. Pursuant to a cost sharing agreement dated June 15, 2016, Sound Transit and Pierce Transit shared the costs for a Facility Needs Assessment and Base Master Plan Update for Pierce Transit’s Maintenance, Operations and Administrative base.
- G. The results of the Base Master Plan established that the Base is at maximum capacity and included recommendations for three phases of changes and improvements to the Base, including acquisition and utilization of additional properties: the first two parcels being located at 9411 and 9515 39th Ave. Ct. SW in Lakewood, WA contiguous to the western portion of existing Base facilities (referred to as “West Base”); and an additional property and building near Base located at 9622 40th Ave. SW in Lakewood, WA (referred to as “Building 6”). Together, West Base and Building 6 are referred to herein as “the Properties.”
- H. Pierce Transit acquired the Properties in accord with the recommendations in the Base Master Plan in order to create additional space at Base for operation of Sound Transit’s fleet and to provide the service outlined in the Service Agreement.

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- I. Pierce Transit is entering the design phase of certain Phase I recommendations of the Base Master Plan, which, at this time, include: development of and revisions to parking areas for employees, non-revenue vehicles, and fleet vehicles; new or refurbished fuel and wash facilities; and expansion of the existing fleet Maintenance building.
- J. The Parties acknowledge that the need for expansion of Pierce Transit’s Base is due in large part to Sound Transit’s fleet and operations at Pierce Transit’s Base.
- K. Sound Transit and Pierce Transit believe that it would be of public benefit for the Parties to share in the costs for Pierce Transit’s acquisition of the Properties and for Phase I design of the Base Master Plan.

The Parties therefore agree as follows:

1. PROPERTY ACQUISITION

1.1 West Base Property Acquisition

Pierce Transit will purchase the West Base Property in fee and will develop it to allow for expansion of operations and support for service supervisors for Sound Transit routes.

1.2 Building 6 Property Acquisition and Improvements

Pierce Transit will purchase the Building 6 Property in fee and will develop it to allow for expansion of Pierce Transit’s base to accommodate expansion of operations and support for Sound Transit routes.

2. BASE MASTER PLAN PHASE I DESIGN

Pierce Transit will contract for the preliminary engineering for the Base Master Plan (Base Master Plan Phase I Design). The scope of work for the Base Master Plan Phase I Design (sometimes referred to as “Work”) includes design of: development of and revisions to parking areas for employees, non-revenue vehicles, and fleet vehicles; new or refurbished fuel and wash facilities; and expansion of the existing fleet Maintenance building. Pierce Transit will begin design of the Work in 2018. Pierce Transit has awarded a contract to a consultant to complete the design Work for the following funded or programmed elements of Phase 1 (listed as Phase 1, 1A and 1B in table below). The rough schedule for the Work is as follows:

Sub-Phase	Design	Construction
Phase 1 Overall Schematic Design	2018	N/A
Phase 1A Expand South Base Parking	2018	2019
Phase 1A Building 4 Parking Improvements	2018	2019
Phase 1B Expand Bus Parking	2018	2019
Phase 1B Refurbish or Replace Existing Fuel and Wash	2018	2019

Sound Transit's contribution to the Work does not create nor confer on Sound Transit any ownership rights in or responsibilities for the property and facilities at Base, except as otherwise provided herein.

Additional design work will likely be needed for the remainder of the Base Master Plan. Any cost sharing for other parts of the Base Master Plan, including construction costs, will be the subject of a separate agreement.

3. WORK ADMINISTRATION AND OVERSIGHT

3.1. Selection and Execution of Contract for the Work:

Pierce Transit will procure services for the Work through its applicable competitive public works or procurement processes. Pierce Transit will involve Sound Transit's representative in proposal evaluations and contract negotiations.

3.2. Administration of and Responsibility for the Work:

Pierce Transit will provide Sound Transit adequate time to review and provide input to planned Work. Pierce Transit is responsible for final decision-making and administration of the Work under this Agreement using its own staff and consultants.

Pierce Transit may make changes to the Work in order to meet project goals and will provide all change order documentation to Sound Transit's Designated Representative for review. Pierce Transit will provide proposed change orders to Sound Transit's designated representative for review prior to authorizing its design consultants to proceed with scope changes to the Work. Pierce Transit will manage the production of the Work in good faith.

Pierce Transit will issue a periodic report on the status of project activities. This report will contain schedule, completed work, and upcoming milestones.

3.3. Oversight

Sound Transit will provide or has provided the following services:

- a) Participation in proposal review and consultant selection process;
- b) Participation in meetings to review and coordinate the work; and
- c) Review change orders.

4. DESIGNATED REPRESENTATIVES

To ensure effective intergovernmental cooperation and efficiencies, Sound Transit and Pierce Transit will each designate a representative ("Designated Representative") who will be responsible for coordination of communications between the Parties as well as its consultants and will act as a central point of contact for each agency. The Designated Representatives will also be responsible for ensuring his or her agency's performance under this Agreement, including compliance with schedule, budget, and funding limitations.

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Either Party may change its Designated Representatives, by written notice to the other Party. Each Party's Designated Representative is named below with the individual's contact information.

	PIERCE TRANSIT	SOUND TRANSIT
Contact:	Janine Robinson, AICP Senior Planner Capital Planning T: 253-984-8156 jarobinson@piercetransit.org	Barry Alavi, PE, PMP Project Manager Capital Projects T: 206-398-5433 F: 206-398-5216 Barry.Alavi@soundtransit.org
Address:	PO Box 99070 3701 96th Street SW Lakewood, WA 98496-0070	401 S. Jackson Street Seattle, WA 98104

5. MAXIMUM REIMBURSEMENT AND PAYMENT PROCEDURE

5.1. Sound Transit's Maximum Contribution

A. Property Acquisition.

1. West Base Property. Sound Transit will pay to Pierce Transit the amount of \$575,000 as contribution toward Pierce Transit's acquisition of the West Base property.
2. Building 6 Property. Sound Transit will pay to Pierce Transit the amount of \$920,000 as contribution toward the acquisition of the Building 6 property.

B. Design. Sound Transit will pay 46% of the actual cost of the Work for the Base Master Plan Phase 1 design up to \$402,500.

C. Rights Relating to Contributions. Sound Transit's contribution will not create nor confer ownership rights in, or operations or maintenance responsibilities for, the Properties. Sound Transit makes this capital contribution to the Base Master Plan expansion project because Sound Transit typically has at least one hundred twenty nine (129) buses that are operated, maintained, and stored by Pierce Transit at its base, and the presence of Sound Transit's buses has put Pierce Transit's base at maximum capacity and has created the need for the expansion of Pierce Transit's base. For at least the next five years, Pierce Transit is expected to continue to operate and maintain at least one hundred twenty nine (129) Sound Transit buses and is expected to continue to operate and maintain a portion of Sound Transit's bus fleet throughout the useful life of the built-out Base Master Plan, which for purposes of this Agreement, is 40 years. Sound Transit's contribution is based upon the principle that Pierce Transit will continue to provide operations and maintenance services to Sound Transit on an "at-cost" basis, where Pierce Transit neither turns a profit, nor takes a loss.

[Type here]

Under the current Interagency Agreement for ST Express Bus Service Operations and Maintenance (“O&M Agreement”), the Parties have expressed this “at-cost” principle through a cost allocation model. While the Parties are not bound to express the “at-cost” principle through a cost allocation model, they are required to negotiate further extensions or new operations and maintenance agreements in good faith in accordance with an “at-cost” principle as it has since 1999.

Pierce Transit is not obligated to reimburse Sound Transit’s contributions to the acquisition of the Properties and base master planning Phase 1 design if Sound Transit terminates the Operations and Maintenance Agreement with Pierce Transit at its convenience; or if upon expiration of an existing Operations and Maintenance Agreement, Sound Transit declines to enter into a new Operations and Maintenance Agreement in accordance with the “at-cost” principle described above. However, if Pierce Transit terminates the Operations and Maintenance Agreement for its convenience, or if Pierce Transit declines to enter into a new Operations and Maintenance Agreement in accordance with the principle above, upon the expiration of the previous Operations and Maintenance Agreement, then Pierce Transit will reimburse a pro rata share of Sound Transit’s contribution to Sound Transit for the remaining years of the 40-year commitment that Pierce Transit makes herein.

5.2. Invoicing and Payment.

Pierce Transit will submit an invoice or invoices to Sound Transit in the amounts of \$575,000 for the West Base property acquisition and \$920,000 for the Building 6 property acquisition. Pierce Transit will attach documentation of the purchase of the Properties to the invoices.

Pierce Transit shall submit properly documented invoices upon approval and acceptance of Work for the Base Master Plan Phase 1 design, including copies of Work consultant invoices. Pierce Transit will submit invoice request to Sound Transit in an amount equal 46% of the invoiced amount up to \$402,500.

Pierce Transit will send all invoices and necessary documentation to Sound Transit at the following address:

**Accounts Payable
Sound Transit
401 S. Jackson St.
Seattle, Washington 98104-2826**

5.4. Reimbursement

Sound Transit will reimburse Pierce Transit within 30 days of receipt of a properly completed invoice and related documentation supporting the cost of the Work completed and send payment to the following address:

**Accounts Receivable
Pierce Transit
PO Box 99070
3701 96th Street SW
Lakewood, WA 98496-0070**

6. ADMINISTRATION

6.1 Availability of Records

All project records in support of all costs incurred and actual expenditures kept by Pierce Transit will be maintained in accordance with procedures prescribed by the state auditor's office and the applicable federal funding agencies. The records will be open to inspection by Sound Transit and the federal government during normal business hours, and be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to Pierce Transit. Copies of these records will be furnished to Sound Transit and the federal government upon request. This requirement will be included in all subcontracts related to the Work entered into by Pierce Transit to fulfill the terms of this Agreement.

6.2 Audit of Records

If an audit is requested by Sound Transit or required by any applicable federal agency requirements, Pierce Transit will cooperate fully with an independent auditor chosen and retained by Sound Transit for auditing costs incurred under this Agreement or with any audit required by the federal funding agency. In the event that Sound Transit has paid Pierce Transit in excess of Sound Transit's funding commitment under this Agreement, the excess amount will be repaid to Sound Transit, or if underpaid, Sound Transit will pay such amount to Pierce Transit.

6.3 Compliance with Law

Sound Transit and Pierce Transit will comply, and to the best of their ability will ensure, that their employees, agents, consultants and representatives comply with all federal, state, and local laws, regulations, and ordinances applicable to the Work and services to be performed. Pierce Transit will ensure that the Work complies with all applicable public works and procurement laws and regulations, including bonding, prevailing wage, non-discrimination, retainage, insurance, and workers compensation requirements. In addition, to the extent federal funds are utilized, Pierce Transit will comply with federal contract and funding requirements.

6.4 Disadvantaged Business Enterprises

Pierce Transit will be the contract administrator and project manager of this project and will comply with the Disadvantaged Business Enterprises (DBE) program it has established in accordance with the regulations of the U.S. Department of Transportation (USDOT) 49 CFR 26 and the terms of Section 3.4(c) of Exhibit B (FTA Provisions) of this Agreement.

6.5 EEO Commitment

Pierce Transit will be the contract administrator and project manager of this project and will comply with any employment goals or programs it has established and the terms of Section 5.4 of Exhibit B (FTA Provisions) of this Agreement.

7 PUBLIC COMMUNICATIONS

7.1 Public Disclosure Requests

Under the Washington State Public Disclosure Act (chapter 47.17 RCW) the Parties may be required to disclose documents requested by the public, unless such requests call for documents that are specifically exempted from disclosure. If a Party receives such public disclosure requests for disclosure of documents, it will request that such public disclosure requests be made in writing in a stipulated form to the Party having possession or control of the document. If public disclosure requests are made for documents under the control of Pierce Transit or its consultant(s), Sound Transit will refer the request to Pierce Transit and Pierce Transit will be responsible for the collection, compilation, indexing, copying, and production of actual records and vice versa if the request is made for documents under the control of Sound Transit.

Pierce Transit will require that its consultants maintain records in a condition that will facilitate such responses and will provide necessary staff for this purpose.

7.2 Pierce Transit Activities

Pierce Transit will be the lead agency in public and community involvement activities. Should Sound Transit elect to provide additional public outreach activities, Sound Transit will coordinate its efforts with Pierce Transit.

8 INDEMNIFICATION

To the extent permitted by applicable law, each Party will defend, indemnify, and hold harmless the other Party, its respective officials, agents and employees, from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses (including reasonable attorney fees) that arise out of or are related to the negligent acts or omissions of the indemnifying Party and its officials, agents, employees acting within the course and scope of their employment and its contractors ("actors") in performing the Party's obligations under this Agreement. In the event any liability arises from the concurrent negligence of the Parties, then the indemnity obligation of this Section will apply only to the extent of the negligence of the indemnifying Party and its

actors. The foregoing provision specifically and expressly is intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, with respect to the other Party's employees, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been expressly negotiated by the Parties. This indemnity provision survives the termination or expiration of this Agreement.

9 TERMINATION OF AGREEMENT

9.1 Termination for Convenience

Either Party may terminate this Agreement for convenience. The terminating Party will pay an amount for services satisfactorily performed under this Agreement to the date of termination, in addition to termination settlement costs that Pierce Transit's contractors reasonably incurred relating to commitments that had become firm for Work before the termination. If Pierce Transit terminates for convenience, then it will reimburse Sound Transit in accordance with section 5.1.C, above.

9.2 Activities upon Termination

In the event of termination due to default, the defaulting Party will compensate the other Party for all costs expended, committed, or otherwise encumbered up to the date of termination up to the maximum amount of the other Party's commitments under this Agreement.

9.3 Survival of Provisions

The provisions of this section survive and remain applicable to each Party notwithstanding any termination or expiration of this Agreement.

10 DISPUTE RESOLUTION

Pierce Transit and Sound Transit will work collaboratively to resolve disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level of hierarchy. The following is a guide intended to resolve the maximum number of issues at the lowest organizational level:

The Designated Representatives will use their best efforts to resolve disputes and issues arising out of or related to the tasks covered by this Agreement. The Designated Representatives will communicate regularly to discuss the status of the tasks to be performed and to resolve any issues or disputes related to the successful performance of this Agreement.

A Designated Representative will notify the other in writing of any problem or dispute that the Designated Representative believes needs formal resolution. The Designated Representatives will meet within five business days of receiving the written notice in an attempt to resolve the dispute. The Parties may utilize the services of a mediator to assist with problem identification and resolution.

In the event the Designated Representatives cannot resolve the dispute within ten business days of first meeting to resolve the dispute, they will notify Pierce Transit's Executive Director of Service Delivery and Support and Sound Transit's Deputy Executive Director of Transportation & Maintenance, or designees, and they will meet and engage in good faith negotiations to resolve the dispute.

In the event that these Directors cannot resolve the dispute within ten business days of the Directors' first meeting to resolve the dispute, Pierce Transit's Chief Executive Officer and Sound Transit's Chief Executive Officer will meet and engage in good faith negotiations to resolve the dispute.

The Parties have no right to seek relief under this Agreement in a court of law until and unless each of these procedural steps is exhausted. The preceding sentence does not apply to the extent that any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps set forth above provided, however, that that any legal proceeding brought during such period may be stayed, if consistent with applicable law, and if the rights of the Parties will not be prejudiced thereby, while the procedural steps set forth above are satisfied.

11 MISCELLANEOUS

11.1 Relationship of Parties

No joint venture or partnership is formed because of this Agreement. No employees, agents, or subcontractors of one Party are, deemed, or represent themselves to be, employees of the other Party. By contributing to the cost of the referenced properties and to the design of Phase 1 of the Base Master Plan, Sound Transit takes no ownership interest in such properties or the Base. Nothing herein shall be construed to create or confer to Sound Transit any ownership rights or responsibilities in West Base, Building 6 or any improvements thereto, or in the resulting improvements or facilities from the Work of the Phase I Base Master Plan design.

11.2 Parties in Interest

Nothing in the Agreement, whether express or implied, is intended to (1) confer any rights or remedies under or by reason of the Agreement on any persons other than the Parties and their respective successors and permitted assigns; (2) relieve or discharge the obligation or liability of any third party to a Party to the Agreement; nor (3) give any third parties any right of subrogation or action over or against a Party to this Agreement.

11.3 Assignment

Neither Party will assign, transfer, or otherwise substitute its obligations under the Agreement without the prior written consent of the other Party. Any assignment made in violation of this provision is invalid.

11.4 Waiver of Default

Waiver of any default will not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not be deemed a waiver of any other or subsequent breach and will not be construed to be a modification of the terms of this Agreement.

11.5 Entire Agreement

This Agreement, including exhibits, constitutes the entire Agreement between the Parties relative to the Work.

11.6 Amendments and Modifications

This Agreement may only be amended or modified in writing, signed by personnel authorized to bind the Parties.

11.7 Environmental Compliance

Pierce Transit is the lead agency for compliance with SEPA (State Environmental Policy Agency). If determined to be necessary, Pierce Transit will also be the lead agency along with the relevant federal partner agency (FTA) for compliance with NEPA (National Environmental Act). Pierce Transit will prepare the necessary environmental documentation and issue the appropriate determinations under NEPA and SEPA. Pierce Transit will also process or procure any environmental or other permits and approvals necessary for the Work. Pierce Transit will coordinate with Sound Transit environmental and project staff in the preparation and issuance of environmental documentation and determinations. Sound Transit will be given an opportunity to review and comment on environmental documentation before it is finalized and issued to the public and other agencies. Pierce Transit represents that the property acquisitions funded under this Agreement are exempt transactions under SEPA.

11.8 Future Agreements

The fact that the Parties have entered into this Agreement may not be construed to be a commitment for future funding of any future projects or other work.

11.9 Authority

The persons signing this Agreement represent that they are authorized to do so.

11.10. Counterparts

This Agreement may be executed in two counterparts, each of which are deemed an original, but both of which together constitute the same instrument.

The Parties are signing this Agreement on the date below their respective signatures.

PIERCE TRANSIT

**PUGET SOUND REGIONAL TRANSIT
AUTHORITY**

Susan Dreier
Chief Executive Officer

Peter Rogoff
Chief Executive Officer

Date

Date

Approved as to Form:

Sound Transit Legal Counsel

TITLE: Authority to Enter Into and Execute a Fiscal Agreement with MultiCare Health Systems for Coordinated Transportation Services of the Adult Day Health Express Program

DIVISION: Service Delivery & Support

SUBMITTED BY: Cherry Thomas - Specialized Transportation Manager

RELATED ACTION:

FS 17-007, Authority to Execute a Fiscal Agreement with Multicare Health Systems for Coordinated Transportation Services of the Adult Day Health Express.

ATTACHMENTS: None

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: N/A

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:	
Local Amount	\$ 4,022,772	2020	\$745,000
Grant/Other Amounts	\$ 0	2021	\$774,800
Total Expenditure	\$ 4,022,772	2022	\$805,792
		2023	\$833,995
		2024	\$863,185
		TOTAL	\$4,022,772

BACKGROUND:

MultiCare Adult Day Health Center (ADHC) is a community-based program that helps participants continue to live as independently as possible. The age range of participants is 18 years old to 100+ years old. Participants normally attend two to three times per week; however, some participants attend up to four times per week.

Adult Day Health Express provides an economical and efficient form of special needs transportation for Multicare's ADHC clients in Pierce County. Services are provided by a third-party transportation provider selected by Multicare; Pierce Transit funds the service, saving more than 36,000 Pierce Transit SHUTTLE trips per year.

The Adult Day Health Express began as a six-month pilot project on February 1, 2010 as one of two pilot projects that were mandated through SHB 2072, designed to coordinate transportation between various agencies and eliminate barriers to transportation access.

This project has proven cost-effective and efficient in meeting the needs of targeted stakeholders. Pierce Transit's cost benefit analysis identifies an annual savings of approximately \$1,049,6485. The fiscal agreement designates Pierce Transit as the fiscal agent and primary funder of services. Under the agreement, Pierce Transit shall monitor and finalize requests for reimbursement to determine correctness.

Multicare receives a \$15 per person per day reimbursement directly from Medicaid for Medicaid eligible Participants. This reimbursement is deducted from Pierce Transit's payment to Multicare. MultiCare bills the Department of Social & Health Services (DSHS) Aging and Disabilities Services Administration (ADSA) at the rate of \$15.00 per person per day for transportation, for each of the Medicaid eligible participants.

This Agreement shall have an effective date of January 1, 2020 and shall end on December 31, 2022. This Agreement may be extended for two (2) additional one-year terms if both parties agree in writing, and in any event, only after MHS provides satisfactory evidence of its Transportation Services Agreement with a Vendor who meets the requirements of the Services Agreement.

STAFF RECOMMENDATION:

Authorize the Chief Executive Officer to enter into and execute a fiscal agreement with MultiCare Health Systems for coordinated transportation services of the Adult Day Health Express from January 1, 2020 through December 31, 2022, with the option of two one-year extensions for the total amount of the contract not to exceed \$4,022,772.

ALTERNATIVES:

Dissolve partnerships and return trips to the regular SHUTTLE service at an increased cost. This will also impact the program's viability as well as members of the community as some participants will no longer be able to attend MultiCare's Adult Day Health Program. For some, the ADH Express is now their only source of transportation to this service.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to enter into and execute a fiscal agreement with MultiCare Health Systems for coordinated transportation services of the Adult Day Health Express from January 1, 2020 through December 31, 2024, for the total amount of the contract not to exceed \$4,022,772.

TITLE: Authority to Purchase Twenty-two (22) Forty-Foot Low Floor Compressed Natural Gas (CNG) and Three (3) Electric Replacement Coaches from Gillig Corporation Pursuant to Commonwealth of Virginia Contract No. E194-75548 Heavy Duty Buses and E194-81688 Electric Buses and Amending the 2019 Capital Budget to Include Funding for Three Electric Buses

DIVISION: Maintenance

SUBMITTED BY: Adam Davis, Acting E.D. of Maintenance

RELATED ACTION: N/A

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: Bus Replacement 2019

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 10,807,326	Total expenditure equals total price quoted by Gillig of \$17,825,206 plus \$484,820 for contingency. Total approved capital budget is \$19,459,490. Grant funding includes \$1,500,000 for the additional cost of the electric buses from the Department of Ecology and Formula Funds in the amount of \$6,002,700 from the Federal Transit Administration.
Grant/Other Amounts	\$ 7,502,700	
Total Expenditure	\$ 18,310,026	

BACKGROUND:

Pierce Transit seeks authority to purchase twenty-two (22) forty-foot low floor compressed natural gas (CNG) replacement coaches and three (3) forty-foot, electric coaches from Gillig Corporation pursuant to the Commonwealth of Virginia Contract No. E194-75548 Heavy Duty Buses and E194-81688 Electric Buses. Expected delivery in second quarter 2021 with anticipated in-service beginning third quarter of 2021. The capital budget must also be amended to include the additional cost of the electric buses, which is being funded by a Washington State DOE grant in the amount of \$1,500,000.

The agency budget for Bus Fleet Replacement 2019 includes funding for twenty-two (22) forty-foot compressed natural gas (CNG) replacement coaches and three, (3) forty-foot, electric coaches. Replacing three (3) diesel buses with electric

buses moves Pierce Transit toward meeting our goal of reducing the number of buses reliant on fossil fuel. The buses being replaced are currently 15 to 16 years old with average mileage of 690,000. Replacement is consistent with Pierce Transit's Replacement Policy. These older vehicles are becoming more unreliable and expensive to maintain.

The State of Washington contract expired and is not yet renewed due to a protest. The State does not anticipate a new contract in place until at least April 2020. The Commonwealth of Virginia has established vehicle contracts currently available to Pierce Transit; and the Agency has received twenty-five (25) formal assignment options. Staff has reviewed the contracts available and has identified vehicles appropriate for our intended purpose.

Staff has thoroughly reviewed the updated pricing received from Gillig Corporation and are satisfied that pricing for the Virginia Commonwealth Contract No. E194-75548 Buses and E194-81688 Electric Buses is fair and reasonable and remains competitive in the market place. In addition, pre-award Buy America information has been received from Gillig Corporation which exceeds the Buy America regulations for American assembly and content.

The total price quoted by Gillig for the Virginia Commonwealth Contract No. E194-75548 Buses and E194-81688 Electric Buses option is \$18,310,026 which includes the base price, additional options selected by Pierce Transit, 3% contingency and 10.3% sales tax. Gillig has provided an excellent product and service in the past.

STAFF RECOMMENDATION:

Staff recommends, in accordance Pierce Transit Code Section 3.12.050, the purchase of coaches competitively procured by Commonwealth of Virginia Contract No. E194-75548 Heavy Duty Buses and E194-81688 Electric Buses.

ALTERNATIVES:

Develop specifications and solicit bids through a Pierce Transit administered procurement; or wait an undetermined period of time until the Washington State DES contract dispute is resolved. Both options will require considerably more time that would risk losing grant funding approved for this project.

PROPOSED MOTION:

Move to: Approve Resolution No. 2019-043, authorizing the Chief Executive Officer to Purchase Twenty-two (22) Forty-Foot Low Floor Compressed Natural Gas (CNG) and Three, (3) Forty-Foot, Electric Replacement Coaches from Gillig Corporation pursuant to Virginia Commonwealth Contract No. E194-75548 Buses and E194-81688 Electric Buses, and Increase the 2019 Capital Budget Bus Fleet Replacement Project by \$1,500,000 to a new total of \$19,459,490.

RESOLUTION NO. 2019-043

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Purchase of Twenty-two (22)
2 Forty-Foot Low Floor Compressed Natural Gas (CNG) and Three (3) Electric Replacement Coaches from Gillig
3 Corporation Pursuant to Commonwealth of Virginia Contract No. E194-75548 Heavy Duty Buses and E194-
4 81688 Electric Buses and Amending the Capital Budget to Include Funding for Three Electric Buses
5

6 WHEREAS, Pierce Transit must ensure that its bus fleet is within age guidelines established by the
7 Federal Transit Administration; and

8 WHEREAS, Pierce Transit has established a fleet replacement plan to meet such guidelines; and

9 WHEREAS, Pierce Transit seeks to purchase twenty-two (22) forty-foot low floor compressed natural gas
10 (CNG) replacement coaches and three (3) forty-foot, electric coaches from Gillig Corporation pursuant to the
11 Commonwealth of Virginia Contract No. E194-75548 Heavy Duty Buses and E194-81688 Electric Buses; and

12 WHEREAS, the agency budget for Bus Fleet Replacement 2019 includes funding for twenty-two (22)
13 forty-foot compressed natural gas (CNG) replacement coaches and three, (3) forty-foot, electric coaches; and

14 WHEREAS, replacing three (3) diesel buses with electric buses moves Pierce Transit toward meeting its
15 goal of reducing the number of buses reliant on fossil fuel since the buses proposed to be replaced are currently
16 15 to 16 years old with average mileage of 690,000; and

17 WHEREAS, Replacement is consistent with Pierce Transit's Replacement Policy; and

18 WHEREAS, the capital budget must also be amended to include the additional cost of the electric buses,
19 which is being funded by a Washington State Department of Energy grant in the amount of \$1,500,000; and

20 WHEREAS, the Commonwealth of Virginia has established vehicle contracts currently available to Pierce
21 Transit; and the Pierce Transit has received twenty-five (25) formal assignment options; and

22 WHEREAS, Pricing for the Virginia Commonwealth Contract No. E194-75548 Buses and E194-81688
23 Electric Buses is fair and reasonable and remains competitive in the market place; and

24 WHEREAS, Pre-award Buy America information has been received from Gillig Corporation that reflects
25 that these vehicles exceed the Buy America regulations for American assembly and content.

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

27 Section 1. The Chief Executive Officer is hereby authorized to purchase twenty-two (22) forty-foot
28 low floor compressed natural gas CNG) and three (3) electric replacement coaches from Gillig Corporation
29 pursuant to Commonwealth of Virginia Contract No. E194-75548 heavy duty buses and E194-81688
30 electric buses.

TITLE: Authority to Purchase up to Ten (10) Replacement Paratransit Shuttle Vehicles from Washington State Contract Nos. 01617 and 04115

DIVISION: Maintenance

SUBMITTED BY: Adam Davis, Interim Executive Director of Maintenance

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: Shuttle Replacement 2019

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION: Total approved capital budget is
Local Amount	\$ 1,051,607	\$1,051,607
Grant/Other Amounts	\$	
Total Expenditure	\$ 1,051,607	

BACKGROUND:

The 2019 Capital Budget includes funds to purchase up to ten (10) paratransit vans from Washington State Contract Nos. 01617 and 04115. Maintenance staff has reviewed our replacement schedule and found that ten (10) paratransit vans in the fleet are eligible for replacement under the Pierce Transit replacement policy of at least ten (10) years or 150,000 miles. The ten (10) vans that are up for replacement are 2012 models, with an anticipated delivery in fourth quarter of 2020, they will be within the replacement policy.

The State of Washington has established vehicle contracts that allow for use by political subdivisions. Maintenance staff has reviewed the contracts available and has identified the vehicles appropriate for our intended purpose. State Contract pricing is obtained on a competitive bid basis and is considered fair and reasonable. Replacing the vehicles will help mitigate major component failures, downtime, and unplanned maintenance cost. Potential vendors may include Schetky Northwest, Creative Bus Sales and Northwest Bus Sales.

STAFF RECOMMENDATION:

Purchase up to ten (10) paratransit vans from Washington State Contract Nos. 01617 and 04115.

ALTERNATIVES:

Develop specifications and solicit bids. However, in the past we were not able to achieve the same discounts offered in the state contracts due to combined statewide volume. The second alternative would be to not replace any of the paratransit vans. However, these vehicles will be beyond their useful life and will require higher maintenance costs.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to purchase of up to ten (10) paratransit SHUTTLE vehicles off the Washington State Contract Nos. 01617 and 04115 in an amount not to exceed \$1,051,607.

TITLE: Authority to Execute a Sole Source Renewal Agreement for Microsoft Premier Services for 2020

DIVISION: Finance

SUBMITTED BY: Keith Messner, Chief Technology Officer

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Internal

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: Network Infrastructure Replacement 2020

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 278,250	Our current Microsoft Premier Services Agreement expires on January 19 th , 2020. Renewal will provide unlimited Support Assistance; unlimited Problem Resolution Support; Third Tier Support for all server and Windows applications; and Unlimited Access to the Premier Online training. Renewing this agreement is contingent upon the Board of Commissioner's approval of the 2020 budget.
Grant/Other Amounts	\$ 0	
Total Expenditure	\$ 278,250	

BACKGROUND:

Staff requests authority to renew our Microsoft Premier Support Agreement for 2020. This agreement also provides tier 3 support for all Agency Microsoft servers – on which all Agency Core Business Systems operate (except for the Agency Trip Planner).

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

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

STAFF RECOMMENDATION:

Authorize execution of the Sole Source Microsoft Premier Support Agreement renewal with Microsoft Premier Services.

ALTERNATIVES:

Do not renew our agreement with Microsoft Premier. This would require us to pay Microsoft on a per incident basis with no priority support. Having no support agreement in place could leave us with no support for undetermined lengths of time for our critical Microsoft Core Systems or Microsoft Servers.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to enter into and execute a one-year Sole Source with Microsoft Premier Support Agreement renewal with Microsoft Premier Services.

TITLE: Authority to Execute Amendment No. 1 to Increase the Contract Amount with American Custodial, Inc., PT -56-17, for Scheduled Industrial Janitorial Services

DIVISION: Maintenance

SUBMITTED BY: Larry McCarty, Facilities Maintenance Manager

RELATED ACTION: FS-17-085, Authority to Execute a Multi-Year Contract with American Custodial Inc. for Scheduled Industrial Janitorial Services.

ATTACHMENTS: None

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: N/A

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 584,704.00	Previously executed contract number PT-56-17 has been impacted by a 74% prevailing wage rate increase that took effect September 2018 and the vendor requested an adjustment. The funding source for this cost increase will be either funds in existing Facilities Department budget line items or the contingency funds if there is any shortfall in the existing budget.
Grant/Other Amounts	\$	
Total Expenditure	\$ 584,704.00	

BACKGROUND:

Contract PT-56-17 was awarded to American Custodial Services Inc. (ACI) after a competitive bid process was completed. In September 2018, the State Department of Labor and Industry implemented a 74% increase in the prevailing wage rate for employees that work in the classifications covered under this existing contract. The existing contract language allows for the contractor to request an adjustment to the contract rates for prevailing wage increases. ACI submitted such a request in November 2018 and the contract was amended to allow for a rate increase and the additional \$1375 monthly cleaning expense of a new facility (building 6) in January 2019. The combined effect is a 64.4% increase in the total contract expense over the 5-year term. The amount requested would also include a \$20,000 contingency for additional services or unplanned expenses. This adjustment will now exceed the previous Board expenditure limit for this 5-year contract of \$1,022,640 by approximately \$584,704 at its term on December 31, 2022. The request is to increase the Board authorized expenditure limit for this contract to adjust for the impact of the prevailing wage increase and the addition of Building 6 janitorial services.

STAFF RECOMMENDATION:

Authorize an increase in the Board-approved contract expenditure limit from \$1,022,640.00 to \$1,607,344.00 for Contract PT-56-17 to allow for the adjustment requested by the contractor due to the prevailing wage increase, a \$20,000.00 contingency, and the additional services for building 6.

ALTERNATIVES:

Do not authorize increased contract amount. This is not recommended as the agency would be without cleaning services for several months until a vendor is procured.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to enter into and execute Amendment No. 1 with American Custodial, Inc., PT-56-17, by \$584,704 for a total not to exceed contract amount of \$1,607,344.



Action Agenda

TITLE: Adoption of the Annual Budget for Fiscal Year 2020 DIVISION: Finance

SUBMITTED BY: Brett Freshwaters, Executive Director of Finance

RELATED ACTION:

FS 2013-036, Establishing a New Classification and Compensation System and a Rewards and Recognition Program for Non-Represented Employees

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION

2020 Budget Appropriations

Operating Budget	Expenditures	Resources
Operating	\$ 154,020,353	\$ 68,981,225
Non-Operating	1,143,054	99,238,267
Operating Contributions	-	2,956,180
Operating Transfers	2,339,673	-
Added to Reserves	-	(13,672,592)
	<u>157,503,080</u>	<u>157,503,080</u>
Capital Budget		
Operating	132,965,521	61,823,277
Operating Transfers	-	-
Use of Reserves	-	71,142,244
	<u>132,965,521</u>	<u>132,965,521</u>
Insurance Budget		
Operating	2,891,330	60,000
Operating Transfers	-	2,339,673
Use of Reserves	-	491,657
	<u>2,891,330</u>	<u>2,891,330</u>
Total Appropriations	293,359,931	293,359,931
Less Operating Transfers	<u>(2,339,673)</u>	<u>(2,339,673)</u>
Net Budget	<u>\$ 291,020,258</u>	<u>\$ 291,020,258</u>

BACKGROUND:

The 2020 Budget has been submitted and reviewed at the Board of Commissioners' Study Session and Public Hearing on 10/14/2019. The budget has also been reviewed at the Community Transportation Advisory Group (CTAG) meeting on 10/24/2019.

The 2020 Budget is ready for adoption. The budget is balanced, sustainable, and meets Board-adopted reserve requirements. The Agency's budget is \$293,359,931. Of this amount, \$2,339,673 represents internal transfers, leaving a net budget of \$291,020,258. The three components that make up this amount are the Operating Budget (54%), Capital Budget (45%), and Insurance Budget (1%).

The budget includes Pierce Transit fixed route service hours totaling 500,130. Specialized Transportation (SHUTTLE) hours are budgeted at 166,620. Vanpool service hours are budgeted at 145,278. Pierce Transit anticipates providing 357,142 service hours for Sound Transit Regional Transit Service.

To provide the projected levels of service, the 2020 Budget includes 991 positions and 970.75 full-time equivalent employees (FTEs). Five new positions are offset by seven (7) position reductions for a net decrease of 2 positions. The budget has a wage increase pool of 4.9%, which includes class and compensation adjustments, performance-based, and general wage adjustments for non-represented employees, as well as step and COLA increases for represented employees, per the terms of the applicable collective bargaining agreements.

Capital projects for 2020 are budgeted at \$132,965,521. Approved but unspent projects are carried over to the following budget year. The 2020 budget contains \$109,536,671 of prior year budgeted funds (carryover). Included are funds for vehicles, facilities, technology, and administrative and maintenance equipment.

The insurance budget of \$2,891,330 includes workers' compensation costs of \$2,741,330 and unemployment costs of \$150,000.

STAFF RECOMMENDATION:

Authorize adoption of the Annual Budget for fiscal year 2020 as presented at the October 14, 2019 Board of Commissioners' Study Session and Public Hearing.

ALTERNATIVES:

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

PROPOSED MOTION:

Move to: Approve Resolution No. 2019-041 adopting the Annual Budget for Fiscal Year 2020 with attendant wage adjustments and approval of 991 positions as presented therein.

RESOLUTION NO. 2019-041

A RESOLUTION of the Board of Commissioners of Pierce Transit Adopting the Annual Budget for Fiscal Year 2020

WHEREAS, the Chief Executive Officer has prepared a preliminary budget for fiscal year 2020; and

WHEREAS, the Board of Commissioners of Pierce Transit has reviewed the preliminary budget and held a public hearing on the preliminary budget at its October 14, 2019 Special Study Session Meeting; and

WHEREAS, the Board of Commissioners of Pierce Transit has now determined that the preliminary budget provides for the efficient and effective delivery of public transportation services within the financial capacity of Pierce Transit for 2020; and

WHEREAS, the Budget proposes service to provide 1,169,170 service hours for fixed route, SHUTTLE, Vanpool and Sound Transit services, requiring a workforce of 991 positions; and

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

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

Section 1. The Board of Commissioners authorizes the annual budget for Pierce Transit for Fiscal Year 2020 which was reviewed by the Board of Commissioners in its final form and content and, by this reference, incorporated herein as though fully set forth, and the same is hereby adopted as the annual budget for Pierce Transit for Fiscal Year 2020.

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

	Expenditures	Resources
Appropriation before use of Fund Balance	\$ 293,359,931	\$ 235,398,622
Use of Reserves	-	57,961,309
Total Appropriation	<u>293,359,931</u>	<u>293,359,931</u>
Less Operating Transfers	<u>(2,339,673)</u>	<u>(2,339,673)</u>
Net Budget	<u>\$ 291,020,258</u>	<u>\$ 291,020,258</u>

Section 3. The Chief Executive Officer is hereby authorized to staff up to 991 positions.

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

Pierce Transit

2020 Budget



Lakewood, Washington



2020 Budget

Summary

- Total Agency Budget
 - \$293 Million
- Sustainable for Operations
- Meets Reserve Requirements

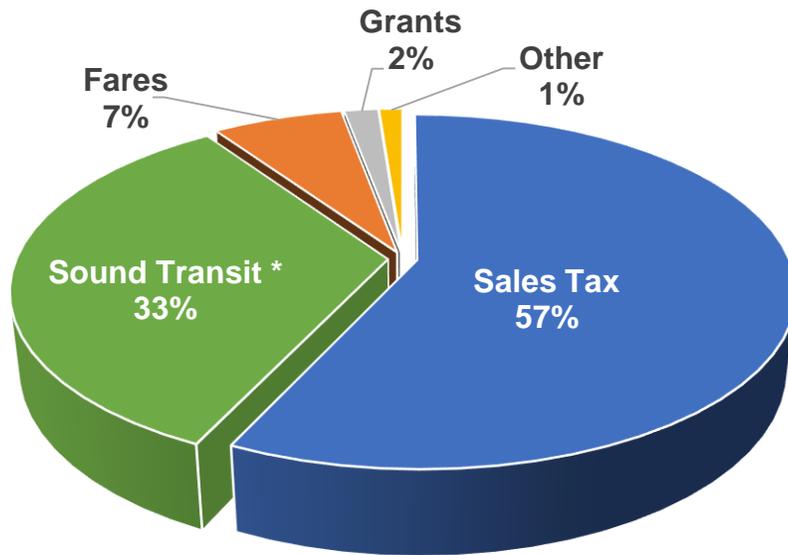
	2020 Budget
Operating	\$ 157,503,080
Capital	132,965,521
Insurance	2,891,330
Total Appropriations	\$ 293,359,931



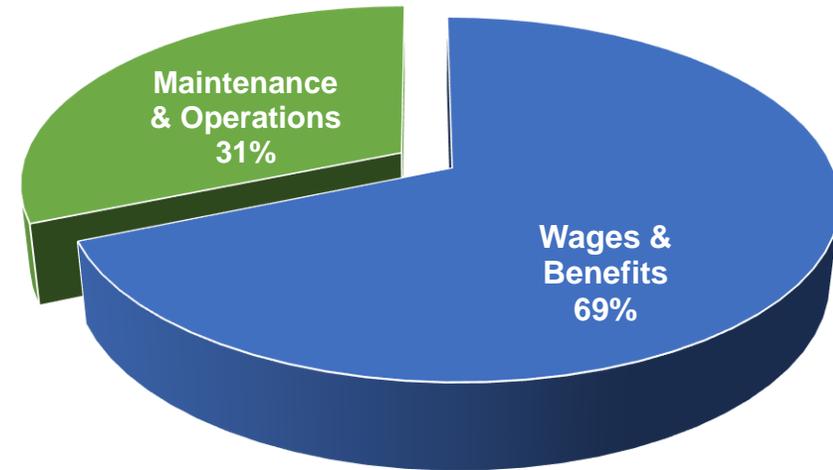
Operating

2020 Operating Revenue & Expenditures

2020 Budget Operating Revenue



2020 Budget Operating Expenditures (excluding Non-Operating & Transfers)



*Sound Transit contracts with Pierce Transit to provide Regional transit service



Service

2020 Operating Statistics

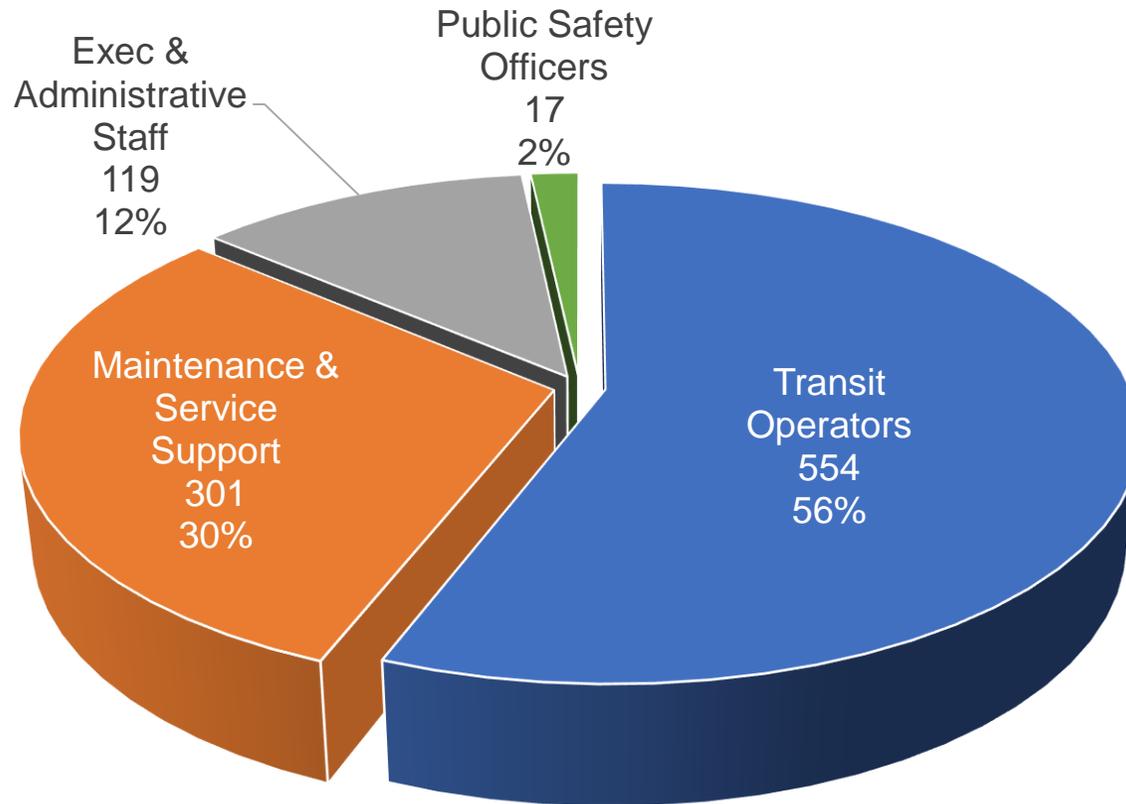
- Service Hours: 1,169,170
- Service Miles: 21,187,556
- Service Rides: 15,226,239



Our Employees

2020 Budget Workforce

- 991 Positions
970.75 Full Time Equivalent (FTEs)



Capital Projects

2020 Budget

\$110M Carryover

\$23M New

Total Capital Budget \$133M

8 projects have Grant funds that total \$61M or 46%



2020 Budget Summary

- **Balanced**
- **Meets Reserve Requirements**
- **Sustainable for Operations**

	2025 Required Reserves	2025 Projected Reserves
Operating	\$ 31,292,339	\$ 40,481,552
Capital	18,400,000	18,400,000
Insurance	2,000,000	2,000,000
Total	\$ 51,692,339	\$ 60,881,552



TITLE: Authorizing Execution of a New Interlocal Agreement with Sound Transit for the Operations and Maintenance of the Tacoma Dome Station Garage and Bus Platform

DIVISION: Service Delivery & Support

SUBMITTED BY: Michael Griffus, E.D of Service Delivery and Support/Chief Safety Officer

RELATED ACTION:

Resolution No. 99-063, Authorization to enter into an Interagency Agreement with Sound Transit for Regional Express Bus Service Operations and Maintenance.

Resolution No. 04-064, Authorization to enter into an Interagency Agreement with Sound Transit for Operations and Maintenance of Tacoma Dome Station.

Resolution No. 09-025, Authorization to enter into an Interagency Agreement with Sound Transit for Operations and Maintenance of Tacoma Dome Station.

Resolution No. 14-083, Authorization to enter into a three-month extension to the Interlocal Agreement with Sound Transit

Resolution No. 15-015, Authorization to enter into an Interagency Agreement with Sound Transit for Operations and Maintenance of Tacoma Dome Station

ATTACHMENTS: Proposed Resolution
 Exhibit A, Proposed Agreement

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: N/A

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$	Estimated costs based on forecasting through December 31, 2027.
Grant/Other Amounts	\$ 8,686,007	
Total Expenditure	\$ 8,686,007	

BACKGROUND:

Since 1999, Pierce Transit and Sound Transit have participated in mutually agreed upon cost-sharing agreements for the operation and maintenance costs of the Tacoma Dome Station. The current Tacoma Dome Station Garage and Bus Platform Operations and Maintenance Agreement will expire on December 31, 2019. The current agreement relates a proportionate share of Operation and Maintenance costs to the Tacoma Dome Station Parking Garage based off customers use of specific modes of transportation. The proportionate share is determined each year by an annual parking usage survey which determines the percentage of customers using Pierce Transit and/or Sound Transit services.

Pierce Transit and Sound Transit have negotiated a new operations and maintenance agreement to replace the existing agreement which will provide proportionate costs for the operation and maintenance of the facility, as well as the annual parking survey and garage security for five years with a one-time, three-year extension. Future expenditures are based on annual cost escalation for eight years.

STAFF RECOMMENDATION:

Authorize the Chief Executive Officer to enter into and execute a new Interlocal Agreement with Sound Transit for operations and maintenance of the Tacoma Dome Station Garage and Bus Platform 2020, effective January 1, 2020 through December 31, 2024.

ALTERNATIVES:

Do not authorize the Chief Executive Officer to enter into the Interagency Agreement with Sound Transit. This is not recommended as the current agreement is set to expire on December 31, 2019. This would require the parties to continue with the existing operations and maintenance of the Tacoma Dome Station Garage and Bus Platform without an agreement and thus the potential for dissolution of the Sound Transit and Pierce Transit partnership.

PROPOSED MOTION:

Move to: Approve Resolution No. 2019-042, authorizing the Chief Executive Officer to enter into and execute an Interlocal Agreement with Sound Transit for the Operations and Maintenance of the Tacoma Dome Station Garage from January 1, 2020, expiring December 31, 2027.

RESOLUTION NO. 2019-042

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to Enter
2 into and Execute an Interlocal Agreement with Sound Transit for the Operations and Maintenance of the
3 Tacoma Dome Station Garage and Bus Platform
4

5 WHEREAS, Pierce Transit and Sound Transit have maintained an interagency agreement for the
6 operations and maintenance of the Tacoma Dome Station Garage and Bus Platform since 1999; and

7 WHEREAS, Pierce Transit and Sound Transit are authorized to contract for the public transportation
8 services pursuant to RCW 36.57.080 and RCW 39.33.050; and

9 WHEREAS, Pierce Transit and Sound Transit have negotiated a fair and reasonable agreement to share
10 costs for operations and maintenance of the Tacoma Dome Station Garage and Bus Platform; and

11 WHEREAS, Pierce Transit and Sound Transit have negotiated a new operations and maintenance
12 agreement to replace the current Agreement; and

13 WHEREAS, and the two agencies have determined it to be within the public interest to enter into this
14 Agreement for the operations and maintenance of the Tacoma Dome Station Garage and Bus Platform; and

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

16 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and execute
17 a new Interlocal Agreement with Sound Transit for the Operations and Maintenance of the Tacoma Dome
18 Station Garage and Bus Platform for five years with a one-time, three-year extension, with a term effective
19 January 1, 2020 through December 31, 2027, in the approximate amount of \$8,686,007.

20 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
21 the 9th day of December 2019.

22 PIERCE TRANSIT

23 _____
24 Victoria Woodards, Chair
25 Board of Commissioners
26

27 ATTEST/AUTHENTICATED

28 _____
29 Deanne Jacobson, CMC
30 Clerk of the Board

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DRAFT

**TACOMA DOME STATION GARAGE AND BUS PLATFORM
OPERATIONS AND MAINTENANCE AGREEMENT**

This Agreement is dated _____ 2019 and is by and between Central Puget Sound Regional Transit Authority ("Sound Transit") and the Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit") (collectively, "Parties") pursuant to RCW 39.34.

RECITALS

WHEREAS, Pierce Transit is a Public Transit Benefit Area established under RCW Chapter 36.57A, vested with powers necessary to construct and operate a public transportation system benefiting Pierce County residents; and

WHEREAS, pursuant to Chapter 81.112.070 RCW and public vote, Sound Transit is authorized to perform regional public transportation functions; and pursuant to RCW 39.33.50 may contract with any public transportation benefit area, any county, transportation authority, city, metropolitan municipal corporation and any private person, firm, or corporation for the operation of high capacity transportation system facilities within Sound Transit's boundary including commuter rail, light rail, and regional express bus services as set forth in *Sound Move*, the ten-year Regional Transit System plan, within its jurisdiction; and

WHEREAS, Sound Transit is authorized to contract for public transportation services as herein provided pursuant to 39.33.050 RCW; and

A. Pierce Transit owns the property, parcel number 2074240011 (legal definition found at Exhibit A), zoned as downtown mixed use, upon which the Tacoma Dome Station Garage, pedestrian bridge, and bus platform (herein after known as "TDS Garage") are built.

B. Pierce Transit owns and operates the TDS Garage. The project was constructed in two phases. Phase I was completed in 1997, and cost approximately \$17,475,007 funded solely by Pierce Transit and included the bus transit platform, parking garage, and pedestrian bridge. For Phase II, completed in 2000, Sound Transit and Pierce Transit respectively contributed \$10,598,000 and \$10,564,000 to construct a second parking garage with a connection to the Phase I garage.

C. Pierce Transit and Sound Transit entered into a Memorandum of Understanding dated May 11, 1998 to establish a cooperative framework for transit services and projects and to outline specific project agreements to be developed.

D. The Parties entered into a Memorandum of Agreement for Intergovernmental Cooperation dated September 30, 1999 for funding the design, construction, and mid-life major maintenance of the TDS Garage Phase II Project ("Phase II Agreement").

E. In order to provide Greyhound Lines, Inc., with Tacoma-based operations, Pierce Transit and Greyhound Lines entered into a lease agreement that utilizes some of the space in the TDS Garage in 2000 ("PT-Greyhound lease"). The current five-year lease began on October 1, 2010 and will expire on September 30, 2020. The term "leased property" as used herein refers to that space leased by Pierce Transit to Greyhound under the PT-Greyhound lease.

F. The Parties entered into an Agreement for the Operation and Maintenance of the Tacoma Dome Station on February 27, 2001 ("Original TDS Agreement").

G. The Parties entered into an Agreement for the operations and maintenance of the TDS Garage on January 1, 2005, which expired on December 31, 2009 ("Second TDS Agreement").

H. The Parties entered into an Agreement for the operations and maintenance of the TDS Garage on January 1, 2010, which expired on December 31, 2014 ("Third TDS Agreement").

I. By letter dated August 8, 2013, the Parties agreed to enhanced security monitoring at TDS Garage to provide for 24 hour/day CCTV monitoring of the TDS Garage. ("Enhanced Security Agreement").

The Parties entered into an Agreement for the operations and maintenance of the TDS Garage on January 1, 2015. The agreement was for three years with two one year options. Both option years were exercised and the agreement expires December 31, 2019. The Parties have determined that it is in the best interest of transit customers to enter into this new operations and maintenance agreement for the TDS Garage ("Agreement") to ensure that the highest quality services are provided at the TDS Garage.

THEREFORE, the Parties agree as follows:

1.0 PURPOSE AND SCOPE OF AGREEMENT

The purpose of this Agreement is to define the operations and maintenance services to be provided by Pierce Transit for the TDS Garage for Sound Transit Express Bus, Tacoma Link light rail, and Sounder commuter rail services and Sound Transit's contribution to the cost for those operations and maintenance services. The Agreement will address the associated maintenance costs and the basis for allocation of costs to be borne by each party.

2.0 OPERATIONS AND MAINTENANCE SERVICES AT THE TDS GARAGE

2.1 Operations Services

2.1.1 Security

Pierce Transit will provide security services at the TDS Garage in accordance with Pierce Transit's current standard security procedures and plan and the Enhanced Security Agreement.

2.1.2 Changes in Security Services

Pierce Transit will coordinate changes in security services with Sound Transit Public Safety prior to implementation of such changes.

2.1.3 Parking Management

A. Parking Management Services

Pierce Transit will provide parking management services for the TDS Garage through a third party vendor tasked with managing the operations at the TDS Garage. These parking management services include, but are not limited to: monitoring parking use and management of overflow if needed; resolving and responding to problems with parking operations; issuing parking violations; responding to complaints; maintaining restricted areas; ensuring that all rules for parking and identifying violations are properly posted and followed; and monitoring and updating signage.

B. Hours of Operations

TDS Garage will be open for operation seven days per week, 24 hours per day.

C. Pierce Transit Reserved Parking

An agreed upon number of stalls will be set aside for official Pierce Transit vehicles, Pierce Transit employees who work and report for duty at the TDS Garage, and for the Pierce Transit permit parking program. Any increase in the number of stalls will be coordinated with Sound Transit in accordance with sections 2.1.3 E and G. A complete inventory and assignment of all reserved parking stalls and their locations, as January 2020 as agreed by the Parties, can be found in Exhibit B.

D. Leased Property Reserved Parking

Six parking stalls will be set aside for employees and patrons of Greyhound f or leased property at TDS. A complete inventory and assignment of all parking stalls and their locations, as of January 2020 as agreed by the Parties, can be found in Exhibit B.

E. Parking Time Limits

The maximum amount of time that anyone, including the Parties' employees and users of the leased property, may be allowed to park at TDS Garage is 24 hours except as otherwise provided in this Agreement. The Parties will collaborate and mutually agree on any proposed changes to this time limitation. Parking Fees

Parking fees will not be charged to transit customers unless mutually agreed to by Pierce Transit and Sound Transit and with the approval of their respective Boards. If the Parties agree to charge transit customers for parking, then the Parties will share costs and revenue for this enterprise if the number of stalls that are available for paid parking, or paid permit parking exceed 460 parking stalls.

G. Parking Utilization and Capacity

Pierce Transit is responsible for enforcing parking policies as posted throughout the garage and may use a third party parking management company to do so.

H. Modifications to Parking Use and Inventory

Changes to parking stall use, as described in Exhibit B, may be made by mutual written agreement by the Parties.

2.2 Maintenance Services

2.2.1 Scheduled and Unscheduled Maintenance

Pierce Transit will provide scheduled and unscheduled maintenance services at the TDS Garage as defined in Exhibit C: Maintenance Services at TDS Garage.

2.2.2 Rehabilitation Work

In order to permit the TDS Garage to reach its useful life, the parties will reach agreement on rehabilitation, refurbishment, overhaul, or other non-routine maintenance work ("Rehabilitation Work") Pierce Transit will propose Rehabilitation Work projects and estimated cost before April 30 of the year prior to the project anticipated start, so that Sound Transit will be able to include cost in the annual budget.

Sound Transit will respond to any Pierce Transit's proposal on these non-routine, non-emergency maintenance items within sixty (60) days, so as not to cause any undue delay to carrying out the necessary work.

Pierce Transit will provide utility services at the TDS Garage to include gas, electric, water, sewer, storm, refuse, data transmission, and telecommunications services. These costs will be shared in the same manner

as O&M costs.

2.2.3 Ticket Vending Machines

Sound Transit is responsible for operations, maintenance, and costs associated with the Ticket Vending Machines (TVMs) located at TDS Garage. Sound Transit employees and vendors who resupply and repair the TVMs at TDS Garage will check in with the Security Office in advance of work performed.

3.0 PERSONNEL

3.1 Provision of Personnel

Pierce Transit will provide qualified and properly trained personnel for the provision of operations and maintenance services at the TDS Garage and the compliance with terms and conditions of agreements with any labor organizations representing Pierce Transit employees will be the sole responsibility of Pierce Transit. Pierce Transit and all its subcontractors will comply with all applicable state and federal laws, regulations, rules, and procedures with respect to employer's liability, worker's compensation, unemployment insurance, social security income tax, state disability insurance, and any other proper withholding from wages of employees.

3.2 Employee Conduct

Pierce Transit will ensure that its employees and subcontractors providing service under this agreement present a neat appearance and conduct themselves in a courteous, efficient manner. In the event that any employee or subcontractor is found by Sound Transit or Pierce Transit to be discourteous or not properly performing the services required by this agreement, Pierce Transit will take appropriate action, according to its policies, procedures, personnel rules, labor contracts, and subcontractor agreements.

4.0 COORDINATION

The Parties will collaborate and must agree in writing to any proposed changes to the operations and maintenance services at the TDS Garage defined in Section 2.0 of this Agreement and any exhibits thereto. The Parties acknowledge that final decisions regarding changes to this Agreement may be subject to approval by either or both Parties' Board.

4.1 Performance Review

Sound Transit will have the following rights related to the performance of operations and maintenance services at the TDS Garage defined in this Agreement:

- A. The right to review Pierce Transit records, including records of facilities, equipment, and contracts related to the services defined in this

Agreement.

B. The right to inspect the TDS Garage at any time during normal business hours. Sound Transit will provide sufficient notice prior to inspection to ensure that an inspection does not interfere with Pierce Transit's ability to fulfill its obligations under this Agreement.

4.2 Leases

As agreed in the Phase II Agreement, "Pierce Transit will obtain Sound Transit's approval of any leases entered into with tenants, who will make use of parking capacity constructed as part of this project."

Pierce Transit is responsible for the management as well as the operating and maintenance costs of the leased property at the TDS Garage and is therefore entitled to all revenues from the PT-Greyhound lease. Pierce Transit has no obligation to include Sound Transit in issues relating to the PT-Greyhound lease, except as they may affect the use of the TDS Garage for Sound Transit customers, the operations and maintenance services herein provided, or affect Sound Transit's transportation services identified in this Agreement. Pierce Transit will exclude any maintenance costs related to the leased property in the costs that are billed to Sound Transit, and the costs will be identified within the monthly invoicing to Sound Transit.

5.0 COMPENSATION AND PAYMENT

Sound Transit will compensate Pierce Transit for the operation and maintenance of the TDS Garage according to the scope of services and responsibilities outlined in this agreement, including all related Pierce Transit administrative expenses, but not including any third-party parking management service, except as provided in section 2.1.3.E. This section also describes the budget review process, monthly invoice process, and the cost reconciliation. See Exhibit I for a schedule of deliverables related to this section.

5.1 Compensation

5.1.1 Sound Transit Proportionate Share of Costs

Sound Transit will pay its proportionate share of the operations and maintenance costs at the TDS Garage exclusive of costs associated with any leased property. As used herein, the term "proportionate share" is the division of costs that is agreed to by the Parties as fair, reasonable, and as close as possible to the proportion of use at the TDS Garage by Sound Transit customers as compared with Pierce Transit customers which shall be determined by an annual parking use survey described in section 5.1.2. Customers who board Vanpools at the TDS garage will be apportioned between Sound Transit and Pierce Transit equally (50/50). Because the

results of the parking use survey typically include a number of instances where it is unclear whether the use should be credited to Sound Transit or Pierce Transit the proportionate share will be negotiated by the Parties.

By May 30 following the survey, the Parties will reach agreement on the proportionate sharing of costs for the current year. Pierce Transit will provide a letter of agreement documenting the proportionate share for Sound Transit's concurrence. If the Parties are unable to reach an agreement on the new proportionate share, then they will continue to use the most recently agreed proportionate share, subject to reconciliation of any difference once a new agreement is reached.

5.1.2 Parking Use Survey

Beginning in 2020, Pierce Transit will be responsible to conduct an annual parking use survey to determine the relative proportionate use of the TDS Garage by Sound Transit customers compared with Pierce Transit customers and others. Sound Transit and Pierce Transit will jointly agree on the content and methodology for the survey which will include all motor vehicles. The survey shall be completed no later than April 15 of each year. The cost of the survey will be shared according to the agreed proportionate share of costs between the Parties in effect at the time of the survey.

5.2 Compensation, Invoices Payment and Reconciliation

5.2.1 Recurring Costs

A. Pierce Transit's Cost Template for three years in year of-expenditure dollars is illustrated in Exhibit D. .

B. The following costs will be billed to Sound Transit monthly for its proportionate share based on actual data to the extent possible:

- 1) Utilities
- 2) Parking survey
- 3) Janitorial services
- 4) Surveillance equipment operation and maintenance
- 5) Landscape maintenance
- 6) Elevator service and repair
- 7) In-house staff and materials
- 8) Pest management
- 9) Fire and life safety systems
- 10) Other costs and miscellaneous

C. The following costs will be billed to Sound Transit monthly for its proportionate share of annual budgeted costs:

- 1) Security

2) Property insurance

5.2.2 Rehabilitation WorkProject

In accordance with Section 2.2.2, Sound Transit will contribute its proportionate share of cost as determined in Section 5.1 for Rehabilitation work which will be included in the Sound Transit's proposed budget to its Board. With respect to Rehabilitation, upon Board approval of funding for a Rehabilitation project. The cost share for the Rehabilitation Work, even if it spans multiple years, will remain at that cost share rate when the project was proposed by Pierce Transit and approved by Sound Transit. Pierce Transit will invoice Sound Transit's for its share of Refurbishment Costs as its costs are incurred.

5.2.3 Annual Review of Budget

Pierce Transit will provide its Cost Template for the upcoming three year no later than November 15. This proposed Cost Template is subject to change as a result of the Pierce Transit budget, as adopted by the Pierce Transit Board, and as agreed upon by the Parties. Sound Transit will review and provide comments to Pierce Transit on the proposed Cost Template by November 30. The Parties will agree by December 31 on the Cost Template for the following year; if agreement is reached, Sound Transit will provide Pierce Transit with a signed final Cost Template and concurrence letter by January 15. If the Parties are unable to agree to the Cost Template, the prior year's Cost Template will remain in effect and costs will be reconciled once a new agreement is in place. Either Party may propose a change to the items covered by this cost reimbursement agreement but changes may be effected only by mutual agreement. The Parties acknowledge that cost adjustments may be subject to Sound Transit Board approval.

5.2.4 Other Cost Adjustments

The Parties acknowledge that there may be one-time costs such as emergencies or other material costs (defined as 5% of the total annual budget for the scope of work covered by this agreement) that were not anticipated at the time that the Cost Template for the current year was established. Pierce Transit will provide written documentation of any such one-time or unanticipated costs for Sound Transit's review and approval. Upon Sound Transit's approval of the one-time or unexpected costs, Sound Transit will pay in the same proportion as the O&M costs.

Within three days of the onset of an emergency, Pierce Transit will provide Sound Transit with an initial written description of the work, a proposed timeline for completing the work and an estimated cost of the work. This estimate will be amended weekly by Pierce Transit until all costs of the emergency are reasonably known. Sound Transit will assume its proportionate share of costs for an emergency at the TDS

Garage in accordance with Section 5.1.2., except as may have been incurred due to Pierce Transit's negligence. In the event the costs attributable to Sound Transit cannot be separately identified, Pierce Transit will identify the total cost of the emergency to all involved parties, and describe its method for prorating the Sound Transit share of the cost.

5.3 Monthly Invoices and Payment

5.3.1 Monthly Invoice

Pierce Transit will invoice Sound Transit monthly in the form attached as Exhibit E: Monthly Invoice, no later than the 25th of the following month, for all services provided as follows:

A. Costs related to Insurance and Security will be billed on the basis of one twelfth of the agreed upon actual cost. All other costs will be billed based on actual costs incurred for the previous month, as well as documented adjustments from previous months.

B. Other cost adjustments will be included as approved in advance by Sound Transit.

5.3.2 Payment

Provided the invoice is complete, Sound Transit will pay the invoice within 30 days of receipt. The invoice will be considered complete only when all monthly information as required in Section 5.5 is received by Sound Transit. Incomplete invoices will not be processed for payment. The invoice will be sent to:

Accounts Payable
Sound Transit:
Accountspayable@Sound
transit.org

If Sound Transit disputes the charges, documentation or the completeness of the invoice, notice of such objections should be provided to Pierce Transit in writing within 20 days after receipt of the completed invoice. Portions of the invoice that are not in dispute shall be paid according to standard procedures. Any such dispute will be subject to the dispute resolution procedures as set forth in this Agreement. Notwithstanding this paragraph, Sound Transit's right to dispute changes or audit is not prejudiced.

5.4 Sound Transit Audit

Sound Transit Audit

Sound Transit reserves the right to audit Pierce Transit's work. Sound Transit may, at its discretion, use an independent auditor to review the process and methodology used by Pierce Transit. Sound Transit or its designated auditor will be provided access to documentation related to the maintenance and operations of the TDS Garage including, but not limited to, reports, documents, spreadsheets, and electronic files to the extent permitted by law. Sound Transit will make the full audit report available upon request to Pierce Transit upon its publication.

5.5 Recordkeeping, Reports, and Notification Requirements

Pierce Transit will prepare, maintain and submit monthly reports regarding operations and maintenance services at the TDS Garage in the form and manner prescribed by Exhibit E: Example of Monthly Invoice and Reports to the extent possible, using Pierce Transit's standard data collection process and procedures. Reports will be submitted to Sound Transit administrative offices with the invoice by the 25th of each month. Failure to submit these reports may result in payment delays for services rendered.

Pierce Transit will permit authorized representatives of Sound Transit to examine all data and records related to the operations and maintenance for the TDS Garage upon request. Pierce Transit will maintain all reports and records as specified in Exhibit E pertaining to the operations and maintenance services at the TDS Garage and will make them available for review by Sound Transit for a period of three years from the expiration or earlier termination of this Agreement, according to Pierce Transit's records management policies; and Federal and State guidelines.

5.5.1 Additional Data Collection or Reports

If additional data collection or reports are desired by either Sound Transit or Pierce Transit to aid in adjusting costs and cost sharing between the two Parties, then both Parties may mutually agree to the methodology to be used and to share in the costs. If the two Parties mutually agree to the additional work, then the cost will be split using the Parties' agreed proportionate share.

6.0 OWNERSHIP

It is expressly understood and agreed between Sound Transit and Pierce Transit that at all times during the term of this Agreement and thereafter, Pierce Transit is the sole owner of the TDS Garage. Accordingly, Pierce Transit acknowledges and agrees that Sound Transit will have no liability or obligations with respect to the construction, operation, maintenance, repair or replacement, and ownership of the TDS Garage, except as may otherwise be specifically set forth in this Agreement or any claims arising therefrom.

7.0 DESIGNATED REPRESENTATIVES

To ensure effective cooperation and efficient project review, each Party will designate a representative ("Designated Representative"), responsible for communications between

the Parties and as a central point of contact for each Agency. Designated Representatives are responsible for coordinating input and work of other staff members as it relates to the scope of this Agreement. The Parties may change Designated Representatives by providing written notice to the other Party. Exhibit F identifies the Designated Representatives and their contact information.

8.0 DISPUTE RESOLUTION

In the event of any dispute concerning this Agreement, the Designated Representatives for Sound Transit and Pierce Transit, will confer to resolve the dispute. The Designated Representatives will use their best efforts and exercise good faith to resolve disputes and issues arising out of or related to this Agreement.

In the event the Designated Representatives are unable to resolve the dispute, the Deputy Director of Property, Facilities, and Equipment for Sound Transit and the Chief Operations Officer for Pierce Transit will confer and exercise good faith to resolve the dispute.

In the event the Deputy Director of Property, Facilities, and Equipment for Sound Transit and the Chief Operations Officer for Pierce Transit are unable to resolve the dispute, the Chief Executive Officers for Sound Transit and Pierce Transit will engage in good faith negotiations to resolve the dispute.

In the event the Chief Executive Officers for Sound Transit and Pierce Transit are unable to resolve the dispute, the Parties may submit the matter to a mutually agreed upon mediator. The Parties will share equally in the cost of the mediator. If the dispute is resolved through mediation, the Parties will sign a binding agreement to memorialize the terms of that resolution.

Sound Transit and Pierce Transit agree that they will have no right to seek relief in a court of law until and unless each of these procedural steps is exhausted.

9.0 INSURANCE

Pierce Transit will provide insurance coverage or maintain membership in the Washington State Transit Insurance Pool during the entire term of this Agreement as set forth in Exhibit H: Insurance.

10.0 ADDITIONAL TERMS AND CONDITIONS

10.1 Legal Compliance

Pierce Transit will comply, and to the best of its ability will ensure, that its employees, agents, consultants, and representatives comply with all federal, state, and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.

10.2 Indemnity

To the maximum extent permitted by law, the Parties agree to defend, indemnify and

save harmless each other and their officers, officials, employees and/or agents from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatsoever kind or nature to the extent arising out of, in connection with, or incident to each party's respective or comparative negligence, work or services under this Agreement provided by or on behalf of the indemnifying party, and for any failure by the indemnitor to satisfy its contractual obligations under this Agreement, except to the extent caused by the negligence of the indemnified party. Each party will be responsible for its share of all defense expenses that corresponds with its respective proportionate negligence or responsibility for the claim, including attorneys' fees, expert fees, and expenses and costs (collectively "defense costs") incurred directly or indirectly on account of such litigation or claims.

This indemnification obligation will include, but is not limited to, all claims against one party by an employee or former employee of the other party or its consultant, and, after mutual negotiation, each party expressly waives all immunity and limitation on liability under any industrial insurance act, including title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction that would otherwise be applicable in the case of such claim.

10.3 Rights and Remedies

The rights and remedies of the parties to this Agreement are in addition to any other rights and remedies provided by law except as otherwise provided in this Agreement.

10.4 Relationship of Parties

10.4.1 Independence, No Partnership, Joint Venture or Third Party Beneficiaries

It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

10.4.2 Contractor Relationship

In performing work and services hereunder, Pierce Transit and its employees, agents, contractors, consultants, and representatives will be acting as independent contractors for Sound Transit and will not be deemed or construed to be employees or agents of Sound Transit in any manner whatsoever. Pierce Transit will not hold itself out as, nor claim to be an officer or employee of Sound Transit by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of Sound Transit. Pierce Transit will be solely responsible for any claims for wages or compensation by Pierce Transit employees, agents, and representatives, including consultants, and save and hold Sound Transit harmless therefrom.

10.4.3 Subcontracting

As the owner of TDS Garage, Pierce Transit may subcontract any of the operations, maintenance, security, parking management, or customer service obligations called for in this Agreement. Subcontractors are subject to the requirements of Section 10.1 and Section 3.

10.4.4 Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to (a) confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and permitted assigns; (b) relieve or discharge the obligation or liability of any third party to a party to this Agreement; nor (c) give any third parties any right of subrogation or action over against the other party to this Agreement.

10.4.5 Assignment

Neither party will assign, transfer, or otherwise substitute its obligations under the Agreement without the prior written consent of the other party. Any assignment made in violation of this provision will be null and void and confer no rights whatsoever on any person.

10.4.6 Binding on Successors

All of the terms, provisions, and conditions of the Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, and legal representatives.

10.4.7 Applicable Law and Venue

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Washington. Any legal action brought resulting from this Agreement will be brought in Pierce County Superior Court.

10.4.8 Waiver of Default or Breach

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

10.4.9 Entire Agreement

This Agreement, including Attachments and Exhibits hereto, constitutes the entire Agreement between the Parties relative to the agreed upon terms and conditions for operations and maintenance services at the TDS Garage. There are no terms, obligations, or conditions other than those contained herein. No modification or amendment of this Agreement will be valid or effective unless evidenced by an agreement in writing, signed by personnel authorized to bind the Parties.

10.4.10 Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

11.0 TERMINATION OF AGREEMENT

11.1 Termination for Default or Breach

Either party may terminate this Agreement, in whole or in part, in writing if the other party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the other party, provided that insofar as practicable, the party terminating the Agreement will give:

A. Written notice of intent to terminate at least 30 calendar days prior to the date of termination stating the manner in which the other party has failed to perform the obligations under this Agreement; and

B. An opportunity for the other party to cure the default within at least 30 calendar days of notice of the intent to terminate. In such case, the notice of termination will state the time period in which cure is permitted and any other appropriate conditions. If the other party fails to remedy the default or the breach to the satisfaction of the other party within the time period established in the notice of termination or any extension thereof, granted by the party not at fault, the Agreement will be deemed terminated.

11.2 Termination for Convenience

Either party may terminate this Agreement for its convenience upon written notice and at least 180 days before a major service change.

11.3 Activities upon Termination

Upon termination of this Agreement by expiration of the term or as provided in this Section 11.2 Termination for Convenience, Sound Transit and Pierce Transit agree to work together cooperatively to develop a coordinated plan for terminating the services rendered until the time of termination and determining reasonable close-out costs, and accounting and disposing of the equipment provided by Sound Transit in the manner Sound Transit directs. In the event of termination as provided in this Section 11.1 Termination for Default or Breach, the non-defaulting or non-breaching party will compensate the defaulting or breaching party only for the services satisfactorily rendered to the date of termination at the rates and amounts and in the manner provided in this Agreement, with no payment for contract closeout costs as otherwise provided in this Section 11.3.

12.0 NOTICES

Any notice required, permitted or implied under this agreement including change of address, may be personally served on the other Party by the Party giving notice or may be served by certified mail, return receipt required, to the following address:

Executive Director, Service
Delivery & Support Pierce
Transit
96th St. SW
Lakewood, WA 98496-0070

Deputy Executive Director of
Operations Sound Transit
401 South Jackson Street
Seattle, WA 98104-2826

13.0 MISCELLANEOUS PROVISIONS

13.1 Media Relations

Neither Pierce Transit nor Sound Transit will make any formal press releases, news conferences or similar public statements concerning the operations or maintenance of the TDS Garage without prior consultation with the other party.

13.2 Amendments and Modifications

This Agreement and its Attachments and Exhibits may be amended or modified by mutual written agreement. Amendments to the terms and conditions outlined in this Agreement may be subject to the approval of each Party's Board of Directors or Commissioners or other policies or requirements of each Party.

In particular, this Agreement may be amended or modified with respect to additional work Sound Transit may request Pierce Transit to perform beyond the scope specifically defined herein. Pierce Transit may perform and agree to the cost of such additional work at its sole discretion.

Notwithstanding this, the Designated Representatives may execute amendments and revisions to the Agreement, Attachments, and Exhibits of an administrative nature.

14.0 EFFECTIVE DATE AND TERM

14.1 Effective Date

This Agreement will take effect when signed and be retroactive to January 1, 2020.

14.2 Term

This Agreement will expire on December 31, 2024, with an option to extend for one three-year period. The term may be extended through a concurrence letter signed by both Parties.

15.0 EXECUTION OF AGREEMENT

This Agreement will be executed in two counterparts, any one of which will be regarded for all purposes as one original.

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

Sound Transit

Puget Sound Energy, Inc.

Susan Dreier
Chief Executive Officer
Pierce County Public Transportation Benefit
(Pierce Transit)
Date: _____

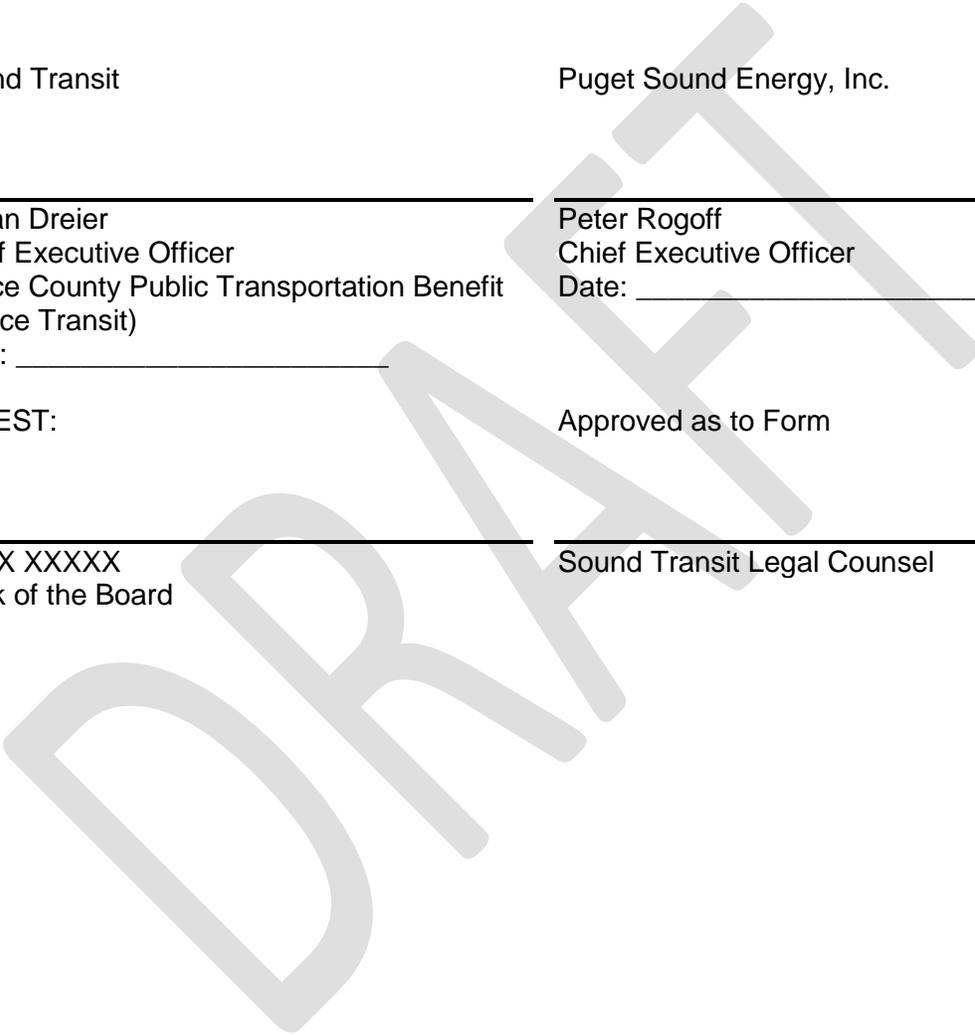
Peter Rogoff
Chief Executive Officer
Date: _____

ATTEST:

Approved as to Form

XXXX XXXXX
Clerk of the Board

Sound Transit Legal Counsel



List of Exhibits

Exhibit	Title	Purpose
Exhibit A:	Legal Property Description	Legal Definition of Pierce Transit Property
Exhibit B:	Parking Stall Inventory	Provides information on how many stalls there are, where they are and their use
Exhibit C	Maintenance Services at TDS Garage	
Exhibit D:	Cost Template	
Exhibit E		Example of Monthly Invoice and Reports
Exhibit F:	Designated Representatives	
Exhibit G	TDS Garage Security Plan	
Exhibit H	Insurance	
Exhibit I	TDS Garage and Bus Platform O&M Agreement Schedule of Deliverables	List of deliverables and due dates as required by the agreement

Exhibit A: Legal Definition of Pierce Transit Property

The legal definition of the property, owned by Pierce Transit, up which the TDS Garage is built, is:

SECTION 09 TOWNSHIP 20 RANGE 03 QUARTER 12: TACOMA LD COS 1st N 1/2 OF NE 9-20-03E COMB FOR TAX PURPOSES ONLY L 1 THRU 12 B 7424, L 1 THRU 12 B 7426, L 1 THRU 12 B 7523, L 1 THRU 12 B 7525 TOG/W VAC ALLEYS & VAC EAST "F" ST PER ORD 25698 ALSO TOG/W E 10 FT VAC EAST E ST ABUTT L 1 B 72=424 TO S LI OF E/W ALLEY LOC IN MIDDLE OF BLK ALSO TOG/W AIR RTS STARTING 7 FT ABOVE A TRAPEZOIDAL PIECE OF PROP AT SE COR OF EAST E ST & E/W ALLEY VAC BY ORD 26978 AFN 2002- 10-08-0584 APPROX 185,000 SQ FT COMB 001-0 THRU 004-0, 207-426-001-0 THRU 005-0, 207523-001-0 THRU 004-0 & 207525-001-0 THRU 003-0 SEG J- 0250 J-0250 JU 9/24/97 JU DC/BL 06-13-03BL.

DRAFT

EXHIBIT B - EAST TOWER - TACOMA DOME STATION GARAGE PARKING STALL INVENTORY
As of June 2019

Location	Standard	Compact	ADA	Short Term	Oversized	PT Employee	Public Safety	Greyhound	Maintenance	Total
Level 1										
East Wall	9	1								10
East Inside (PT)						6				6
North Outer	22	1	6							29
North Inner	22	2							1	25
West Wall	1	4	3							8
South Outer	30				4					34
South Inner	26	2								28
Ramp North										0
Ramp South										0
Total for Level	110	10	9	0	4	6	0	0	1	140
Level 2										
East Wall	17									17
North Outer	32									32
North Inner	25	2								27
West Wall	7			2						9
South Outer	17			9						26
South Inner		2		26						28
Ramp North	26	2								28
Ramp South	26	2								28

Total for Level	150	8	0	37	0	0	0	0	0	195
Level 3										
East Wall	17									17
North Outer	25									25
North Inner	26	2								28
West Wall	15									15
South Outer	35									35
South Inner	26	2								28
Ramp North	26	2								28
Ramp South	26	2								28
Total for Level	196	8	0	0	0	0	0	0	0	204
Level 4										
East Wall	17									17
North Outer	32									32
North Inner	26	2								28
West Wall	16									16
South Outer	34									34
South Inner	26	2								28
Ramp North	26	2								28
Ramp South	26	2								28
Total for Level	203	8	0	0	0	0	0	0	0	211
Level 5										
East Wall	17									17
North Outer	32									32

North Inner	26	2								28
West Wall	16									16
South Outer	34									34
South Inner	26	2								28
Ramp North	26	2								28
Ramp South	26	2								28
Total for Level	203	8	0	0	0	0	0	0	0	211
Level 6										
East Wall	17									17
North Outer	32									32
North Inner	26	2								28
West Wall	12									12
West Wall Inner	7									7
South Outer	34									34
South Inner	26	2								28
Ramp North	26	2								28
Ramp South	26	2								28
Total for Level	206	8	0	0	0	0	0	0	0	214
Total East Tower	1068	50	9	37	4	6	0	0	1	1175

EXHIBIT B- WEST TOWER - TACOMA DOME STATION GARAGE PARKING STALL INVENTORY

As of June 2019

Location	Standard	Compact	ADA	Short Term	Oversized	PT Employee	Public Safety	Greyhound	Maintenance	Total
Level 1										
East Wall and cul de sac (supervisors only)		4				13				17
North Outer			8					3		11
North Inner	5							3		8
West Wall		4	2		8					14
South Outer	17		2				2			21
South Inner	22	1								23
Ramp North										0
Ramp South										0
Total for Level	44	9	12	0	8	13	2	6	0	94
Level 2										
East Wall	3	6								9
North Outer	32									32
North Inner	23	2								25
West Wall	6	4								10
South Outer	22	2								24
South Inner	23	2								25
Ramp North	23	2								25
Ramp South	23	2								25

Total for Level	155	20	0	0	0	0	0	0	0	175
Level 3										
East Wall	6	5								11
North Outer	32									32
North Inner	23	2								25
West Wall	6	2	6							14
South Outer	8		8							16
South Inner	23	2								25
Ramp North	23	2								25
Ramp South	23	2								25
Total for Level	144	15	14	0	0	0	0	0	0	173
Level 4										
East Wall	11									11
North Outer	32									32
North Inner	23	2								25
West Wall	16									16
South Outer	15					8				23
South Inner	23	2								25
Ramp North	23	2								25
Ramp South	23	2								25
Total for Level	166	8	0	0	0	8	0	0	0	182
Level 5										
East Wall	15									15
North Outer	32									32
North Inner	23	2								25
West Wall	15									15

South Outer	30										30
South Inner	23	2									25
Ramp North	23	2									25
Ramp South	23	2									25
Total for Level 6	184	8	0	0	0	0	0	0	0	0	192
Level 6											
East Wall	11										11
North Outer	32										32
North Inner	23	2									25
West Wall	16										16
South Outer	30										30
South Inner	23	2									25
Ramp North	23	2									25
Ramp South	23	2									25
Total for Level 7	181	8	0	0	0	0	0	0	0	0	189
Level 7											
East Wall	15										15
North Outer	32										32
North Inner	23	2									25
West Wall	16										16
West Wall Inner	7										7
South Outer	30										30
South Inner	23	2									25
Ramp North	23	2									25
Ramp South	23	2									25

Total for Level	192	8	0	0	0	0	0	0	0	200
Total West Tower	1066	76	26	0	8	21	2	6	0	1205

	Standard	Compact	ADA	Short Term	Oversized	PT Employee	Public Safety	Greyhound	Maintenance	Total
EAST	1068	50	9	37	4	6	0	0	1	1175
WEST	1066	76	26	0	8	21	2	6	0	1205
TOTAL	2134	126	35	37	12	27	2	6	1	2380

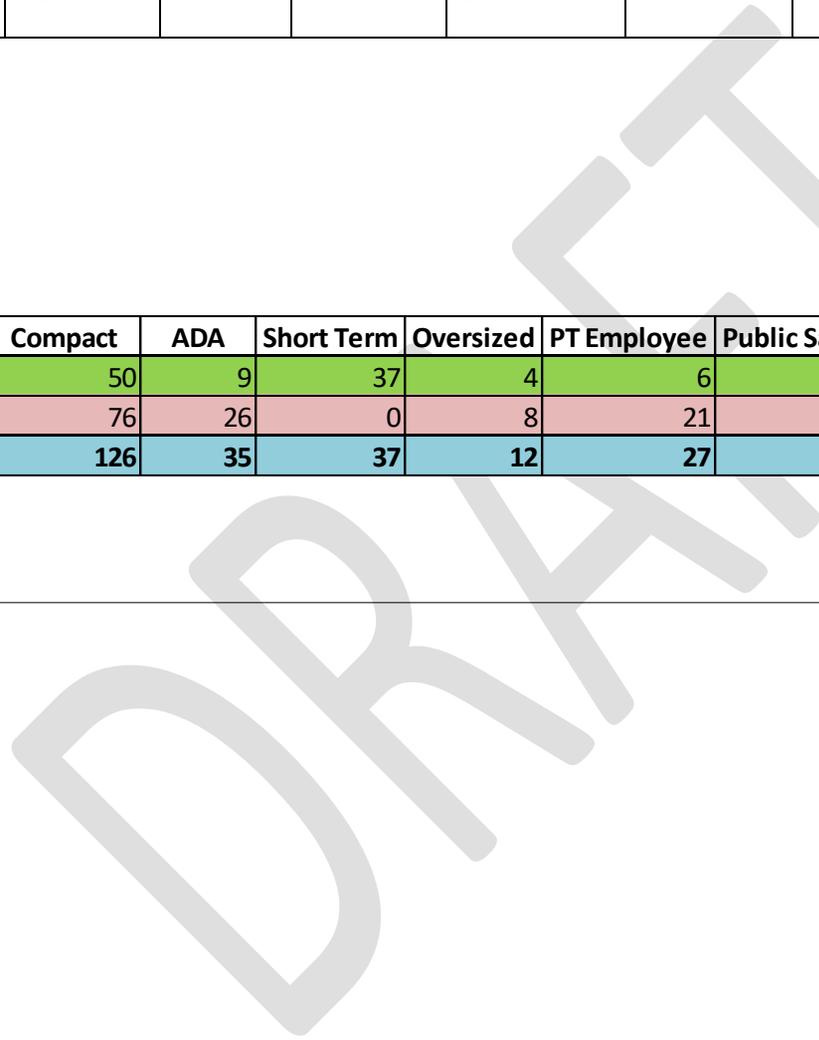


Exhibit C: Maintenance Services at TDS Garage

The following items constitute "scheduled maintenance" or "unscheduled maintenance" under Section 2.2.1 of the Agreement. Any other services not listed on this agreement are considered "Rehabilitation" and will be handled under Section 2.2.2 of the Agreement.

Cleaning Standards (Minimum)

- Restrooms, common areas, and platform
 - Cleaned 2X per day M-Sat 1X Sunday
 - Supervisors Lounge, Passenger Loading areas, Elevators, stairs & Skybridge, Parking areas, grounds, Security office
 - 1 X Daily
- Trash policing of parking garage and grounds
 - Sweeping of the garage
 - As needed
- Pressure washing of platform, stairs and exterior common areas
 - Quarterly
- Landscape Maintenance
 - Inspect landscaped areas.
 - Keep vegetation weed-free and clear.
 - Keep areas raked and clear.
 - Fertilize all plants once during growing season.
 - Apply pesticides as needed during growing season.
 - Prune trees and shrubs in the fall.
 - Pick up and remove leave and debris during fall.
- Maintain a Clean, Safe Environment
 - Monthly lighting audits and repairs.
 - Signage repairs and replacements, as needed.
 - Elevator maintenance.
 - Pest management.
 - Fire system testing per NFPA code.
 - Fire extinguisher testing and replacement.
 - Life safety equipment.
 - "Winterize" plumbing systems.
 - Backflow assembly testing.
 - Snow removal, de-icing

Exhibit D: Cost Template

Exhibit D			
Cost Template - Tacoma Dome Station Maintenance & Operations			
	BASELINE COST (%)	COST ESTIMATE	COST ESTIMATE
	2020	2021	2022
Reconcilable Cost Items			
Utilities			
Parking Survey			
Non-Routine Repairs/Maintenance			
Janitorial Service			
Surveillance Equip. Ops & Maint.			
Landscape Maintenance			
Elevator Service and Repair			
Security Services			
Property Insurance			
In-house staff and materials			
Pest Management			
Fire & Life Safety			
Other costs & Misc.			
Total - Annual	\$ -	\$ -	\$ -

Exhibit E : Example Invoice and Report

Tacoma Dome Station Garage Reconciliation - JANUARY 2019				
Monthly Invoice - Tacoma Dome Station Garage Maintenance and Operations Costs				
PO# 150219				
Actual Monthly Costs	JANUARY 2019	YTD Cost 2019	2019 Budget	Notes
Utilities	\$ 11,663.20	\$ 11,663.20	\$ 122,460	
Parking Survey	-	\$ -	\$ -	
Non-Routine Repairs	-	\$ -	\$ -	
Janitorial Service	\$ 8,078.75	\$ 8,078.75	\$ 78,000	
Surveillance Equipment Operation and Maintenance	\$ 39,747	\$ 39,747	\$ 39,747	
Landscape Maintenance	\$ 3,510	\$ 3,510	\$ 3,510	
Elevator Service and Repair	\$ 862.50	\$ 862.50	\$ 23,400	
Security Services	50,825.25	\$ 50,825.25	\$ 634,299	
Property Insurance	5,337.13	\$ 5,337.13	\$ 66,607	
In-house staff and materials	15,238.05	\$ 15,238.05	\$ 84,045	
Pest Management	79.28	\$ 79.28	\$ 1,170	
Fire & Life Safety	-	\$ -	\$ 780	
Other Costs and Miscellaneous	185.46	\$ 185.46	\$ 5,460	
Total Due Pierce Transit	\$ 95,265.23	\$ 95,265.23	\$ 1,059,478	Percentage of budget expended:
				8.99%

Exhibit E: Con't

Actual Cost	Vendor	For	Total Invoice	TDS Amount	Pierce Transit	Sound Transit	Total Due	
Utilities	PSE - 1/16/19 to 2/15/19	Gas	\$ 124.65	\$ 124.65	\$ 31.16	\$ 93.49		
	TPU TDSE (610 Puy E) 1/12/19 to 3/13/19	Water *	583.02	\$ 583.02	\$ 145.76	\$ 437.27		
	TPU TDSE (610 Puy E)	Garbage *	1,344.40	\$ 1,344.40	\$ 336.10	\$ 1,008.30		
	TPU TDSE (610 Puy E)	Sewer *	1,510.15	\$ 1,510.15	\$ 377.54	\$ 1,132.61		
	TPU TDSE (610 Puy E)	Surface Water *	1,821.36	\$ 1,821.36	\$ 455.34	\$ 1,366.02		
	TPU TDSE-B (610 PuyB)	Water *	115.70	\$ 115.70	\$ 28.93	\$ 86.78		
	TPU TDSE-B (610 PuyB)	Sewer *	51.74	\$ 51.74	\$ 12.94	\$ 38.81		
	TPU TDSW(510 Puy) 1/12/19 to 3/13/19	Water *	550.30	\$ 550.32	\$ 137.58	\$ 412.74		
	TPU TDSW(510 Puy)	Garbage *	1,005.11	\$ 1,005.11	\$ 251.28	\$ 753.83		
	TPU TDSW(510 Puy)	Sewer *	362.96	\$ 362.96	\$ 90.74	\$ 272.22		
	TPU TDSE (501 E 25th) 1/12/19 to 3/13/19	Electricity	2,812.16	2,812.16	\$ 703.04	\$ 2,109.12		
	TPU TDSW (510 Puy) 1/12/19 to 2/11/19	Electricity	3,045.94	3,045.94	\$ 761.49	\$ 2,284.46		
	TPU Annual Use Fee # 90870389	Annual Use Fee	427.00	427.00	\$ 106.75	\$ 320.25		
	TPU Annual Use Fee # 90870389	Tax	43.27	43.27	\$ 10.82	\$ 32.45		
	Comcast # 74810280 1/15/19 to 2/14/19	Data Lines	9,188.58	1,135.70	\$ 283.93	\$ 851.78		
	CenturyLink - Acct.# 973B 1/2/19 to 2/2/19	Phone Lines	617.00		\$ 154.36	\$ 463.07	\$ 11,663.20	
	Parking Survey (completed May 17)	Annual	Parking Survey			-	\$ -	-
	Non-Routine Repairs					-	\$ -	-
	Janitorial Service					2,691.25	\$ 8,073.75	\$ 8,073.75
	Surveillance Equipment O & M					840.02	\$ 2,520.05	
					83.16	\$ 249.49		
					-	\$ -	\$ 2,769.54	
Landscape Maintenance	At	Maintenance	6,410.49	279.83	\$ 69.96	\$ 209.87		
		Tax	632.55	28.26	\$ 7.07	\$ 21.20	\$ 231.07	
Elevator Service & Repair - EAST	Eltec - # 98104	Maintenance	690.00	690.00	\$ 172.50	\$ 517.50		
Elevator Service & Repair-WEST	Eltec - # 98105	Maintenance	460.00	460.00	\$ 115.00	\$ 345.00		
					-	\$ -	\$ 862.50	
Security Services - Fixed	Pierce Transit	Security	67,767.00	67,767.00	\$ 16,941.75	\$ 50,825.25	50,825.25	
Property Insurance - Fixed	Pierce Transit/WSTIP	Insurance	7,116.17	7,116.17	\$ 1,779.04	\$ 5,337.13	5,337.13	
In-house staff and materials	Pierce Transit	Labor	\$ 13,243.27	\$ 13,243.27	\$ 3,310.82	\$ 9,932.45		
	Pierce Transit	Benefits Exp	5,151.63	5,151.63	\$ 1,287.91	\$ 3,863.72		
	Pierce Transit	Parts	1,749.32	1,749.32	\$ 437.33	\$ 1,311.99		
	Pierce Transit	Tax on Parts	173.18	173.18	\$ 43.30	\$ 129.89		
		Total Repair/Maint		\$ 20,317.40	\$ 20,317.40	\$ 5,079.36	\$ 15,238.05	15,238.05
Pest Management	Terminix # 382882619	Pest Control	96.00	96.00	\$ 24.00	\$ 72.00		
		Tax	9.70	9.70	\$ 2.43	\$ 7.28	79.28	
Fire & Life Safety - Annual Test					\$ -	\$ -	-	
Other Costs and Miscellaneous	S. Tacoma Glass Specialists # 27805	Glass	225.00	225.00	\$ 56.25	\$ 168.75		
		Tax	22.28	22.28	\$ 5.57	\$ 16.71		
							185.46	
Total Due Pierce Transit			\$ 166,297.30	\$ 127,020.25	\$ 31,755.12	\$ 95,265.23	\$ 95,265.23	

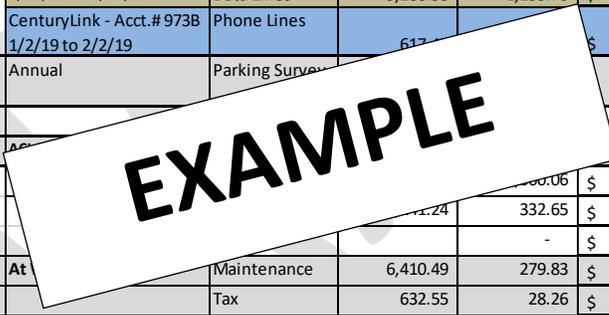


Exhibit E: Con't

Public Safety Alarm Testing at TDS
January 2019

During the monthly Public Safety (TOA) alarm testing conducted on February 13, 2019 for January 2019 at TDS, the following three deficiencies were discovered; (1) 135 E25E, (2) 153 E5SE & (3) 155 E6SW are apparently not audible. This issue will be passed on to TSI and PT's Physical Security Specialist, Shane See. Please refer to TSI Thomas and Shane for further details.

Certified as accurate:
Bill Mack
Pierce Transit Dept. of Public Safety
02-13-19
PT Public Safety Representative

Intrusion Detection System

EXAMPLE

Intrusion detection systems were tested on February 20, 2019 for January 2019 by TSI Thomas Swankosky and Shane See Physical Security Specialist. All systems components passed testing except the Glass break sensor at the Cop Shop and Operators lobby at 10th and Commerce Transit Center. Remote monitoring received all our test signals except for HQ and TDS. The Monitoring Company is having issues with communication Potts lines that communicate to the monitoring company of an alarm event. We are currently Troubleshooting issue with monitoring company.

Certified as accurate:
J Shane See Physical Security Specialist
Pierce Transit Dept. of Public Safety
2/20/2019
PT Public Safety Representative

Exhibit E: Con't

SIR	Date	Time	Service Supervisor	Operator	Other PT Employee	Location	Rt #	Run #	Bus #	Agency	Case Status	Action Code	Security Officer	Incident Description
201900001	1/1/2019	9:14 AM				Tacoma Dome Station Garage					-	Incident Report		Alarm
201900003	1/1/2019	12:04 PM				Tacoma Dome Station Garage					-	Warning	Bissen, Samuel	Consumption in Public Place (Alcohol / Drug Related)
201900005	1/31/2019	7:51 AM				Tacoma Dome Station Garage				PCSD	Closed	Warning	Howard, Docc	Curfew & Loitering Laws (Trespass / Curfew / Loitering)
201900015	1/2/2019	6:25 PM				Tacoma Dome Station Garage					-	Denial of Service	Bailey, Alexander	Mental Health Contact (Misc Disturbances)
201900016	1/2/2019	7:25 PM				Tacoma Dome Station Garage					-	Denial of Service	Bailey, Alexander	Criminal (Trespass / Curfew / Loitering)
201900017	1/2/2019	7:55 PM				Tacoma Dome Station Garage					-	Denial of Service	Bailey, Alexander	Open Container (Alcohol / Drug Related)
201900018	1/2/2019	8:33 PM				Tacoma Dome Station Garage					-	Warning	Bailey, Alexander	Smoking (UTC)
201900019	1/3/2019	7:23 AM				Tacoma Dome Station Garage					-	Denial of Service	Bissen, Samuel	Disturbance (Misc Disturbances)
201900022	1/3/2019	5:27 PM				Tacoma Dome Station Garage					-	Incident Report	Bailey, Alexander	Medical Emergency
201900024	1/3/2019	9:51 PM				Tacoma Dome Station Garage					-	Incident Report	Bailey, Alexander	Welfare Check (Cit./Emp. Issues)
201900031	1/4/2019	2:56 PM				Tacoma Dome Station Garage					-	Warning	Martin, Andrew	Criminal (Trespass / Curfew / Loitering)
201900035	1/4/2019	7:46 PM				Tacoma Dome Station Garage				PC	-	Warning		Unlawful Transit Conduct (UTC)
201900037	1/5/2019	9:00 AM				Tacoma Dome Station Garage					-	Warning	Piephoff, Jared	Suspicious Person (Unusual Circumstances)
201900044	1/5/2019	7:44 PM				Tacoma Dome Station Garage	594	16008	9722	PCSD	-	Incident Report	Martin, Andrew	Intoxication (Alcohol / Drug Related)
201900059	1/7/2019	5:49 PM				Tacoma Dome Station Garage					-	Warning		Unlawful Transit Conduct (UTC)
201900076	1/8/2019	10:46 PM				Tacoma Dome Station Garage					-	Incident Report	Bailey, Alexander	Medical Emergency
201900083	1/9/2019	10:35 AM				Tacoma Dome Station Garage					-	Incident Report	Bissen, Samuel	Medical Emergency
201900089	1/9/2019	9:35 PM				Tacoma Dome Station Garage					-	Warning	Bailey, Alexander	Curfew & Loitering Laws (Trespass / Curfew / Loitering)
201900090	1/9/2019	9:54 PM				Tacoma Dome Station Garage					-	Warning	Bailey, Alexander	Consumption in Public Place (Alcohol / Drug Related)
201900091	1/10/2019	10:04 AM				Tacoma Dome Station Garage					-	Incident Report	Howard, Docc	with Others (UTC)
201900095	1/10/2019	3:44 PM				Tacoma Dome Station Garage					-	Warning	Bailey, Alexander	Consumption of Marijuana in Public Place (Alcohol / Drug Related)
201900099	1/10/2019	7:03 PM				Tacoma Dome Station Garage					-	Warning	Bailey, Alexander	Unlawful Transit Conduct (UTC)
201900106	1/11/2019	10:49 AM				Tacoma Dome Station Garage				PCSD	-	NOE	Martin, Andrew	Car Prowler (Motor Vehicle Related)
201900112	1/11/2019	2:28 PM				Tacoma Dome Station Garage				PCSD	Closed	Arrest Felony	Oliver	With Weapon (Assaults)
201900113	1/11/2019	2:41 PM				Tacoma Dome Station Garage					-	Warning	Howard, Docc	Fare Evasion
201900118	1/11/2019	9:22 PM				Tacoma Dome Station Garage					-	Incident Report	Martin, Andrew	Agency Assist (Misc Disturbances)
201900123	1/12/2019	7:24 PM				Tacoma Dome Station Garage					-	Warning	Piephoff, Jared	Unation In Public (Sex Crimes)
201900124	1/12/2019	7:41 PM				Tacoma Dome Station Garage					-	Denial of Service	Martin, Andrew	Littering (Misc Disturbances)
201900142	1/15/2019	2:05 PM				Tacoma Dome Station Garage				PCSD	Closed	Warning		Open Container (Alcohol / Drug Related)
201900143	1/15/2019	3:05 PM				Tacoma Dome Station Garage	594	15103	9712	PCSD	-	NOE	Bailey, Alexander	Fare Evasion
201900149	1/16/2019	6:20 PM				Tacoma Dome Station Garage	590			PCSD	-	Denial of Service	Hobbs, Zachery	Sex Crimes
201900151	1/16/2019	9:58 PM				Tacoma Dome Station Garage				PCSD	-	NOE		Unlawful Transit Conduct (UTC)
201900156	1/17/2019	12:34 PM				Tacoma Dome Station Garage					-	Warning	Mager, Joseph	Smoking (UTC)
201900158	1/17/2019	5:44 PM				Tacoma Dome Station Garage	590	15086	9112	PC	-	Incident Report	Piephoff, Jared	Medical Emergency
201900162	1/18/2019	1:09 PM				Tacoma Dome Station Garage					-	Warning	Howard, Docc	Fare Evasion
201900167	1/19/2019	1:11 PM				Tacoma Dome Station Garage					-	Warning	Howard, Docc	Unation In Public (Sex Crimes)
201900171	1/20/2019	6:33 AM				Tacoma Dome Station Garage	574		9725		-	Denial of Service	Martin, Andrew	Fare Evasion
201900175	1/20/2019	10:15 AM				Tacoma Dome Station Garage	594		9725	PCSD	Cleared	Warning	Mager, Joseph	Fare Evasion
201900178	1/20/2019	1:25 PM				Tacoma Dome Station Garage				PC	-	Warning		Load Music (UTC)
201900183	1/20/2019	9:11 PM				Tacoma Dome Station Garage				PC	-	Incident Report		Mental Health Contact (Misc Disturbances)
201900184	1/20/2019	9:13 PM				Tacoma Dome Station Garage				PC	-	Denial of Service		Mental Health Contact (Misc Disturbances)
201900187	1/21/2019	12:29 PM				Tacoma Dome Station Garage				PCSD	Closed	Incident Report	Donohue, Jonathan	Passenger Contact (Cit./Emp. Issues)
201900189	1/21/2019	1:53 PM				Tacoma Dome Station Garage				PCSD	Closed	Incident Report	Bissen, Samuel	Car Prowler (Motor Vehicle Related)
201900190	1/21/2019	4:03 PM				Tacoma Dome Station Garage					-	Denial of Service	Donohue, Jonathan	Intoxication (Alcohol / Drug Related)
201900197	1/22/2019	9:23 AM				Tacoma Dome Station Garage	594	15074	9123		-	Incident Report	Bissen, Samuel	Larceny/Theft (Burglary / Theft / Robbery)
201900204	1/22/2019	4:47 PM				Tacoma Dome Station Garage					-	Warning	Bailey, Alexander	Consumption of Marijuana in Public Place (Alcohol / Drug Related)
201900205	1/22/2019	4:51 PM				Tacoma Dome Station Garage					-	Warning	Bailey, Alexander	Smoking (UTC)
201900207	1/22/2019	6:10 PM				Tacoma Dome Station Garage					-	Warning	Bailey, Alexander	Consumption of Marijuana in Public Place (Alcohol / Drug Related)
201900211	1/22/2019	11:29 PM				Tacoma Dome Station Garage					-	Denial of Service	Hobbs, Zachery	Unation In Public (Sex Crimes)
201900212	1/23/2019	3:24 AM				Tacoma Dome Station Garage				TPD	Closed	Incident Report	LeFevre, Jason	Agency Assist (Misc Disturbances)
201900214	1/23/2019	2:12 PM				Tacoma Dome Station Garage					-	Warning		Smoking (UTC)
201900216	1/23/2019	8:12 PM				Tacoma Dome Station Garage					-	Warning	Bailey, Alexander	Consumption in Public Place (Alcohol / Drug Related)
201900220	1/24/2019	8:47 AM				Tacoma Dome Station Garage					-	Incident Report	Mager, Joseph	Unusual Circumstances
201900228	1/24/2019	11:26 PM				Tacoma Dome Station Garage				PCSD	-	Warning		Curfew & Loitering Laws (Trespass / Curfew / Loitering)
201900237	1/26/2019	9:25 AM				Tacoma Dome Station Garage				PCSD	Cleared	Warning	Mager, Joseph	Smoking (UTC)
201900245	1/27/2019	11:09 AM				Tacoma Dome Station Garage				PC	-	Warning		Curfew & Loitering Laws (Trespass / Curfew / Loitering)
201900247	1/27/2019	11:23 AM				Tacoma Dome Station Garage				PC	-	Warning		Curfew & Loitering Laws (Trespass / Curfew / Loitering)
201900248	1/27/2019	2:41 PM				Tacoma Dome Station Garage				PC	-	Warning		Unlawful Transit Conduct (UTC)
201900250	1/27/2019	4:38 PM				Tacoma Dome Station Garage				PCSD	-	NOE	Piephoff, Jared	Curfew & Loitering Laws (Trespass / Curfew / Loitering)
201900253	1/28/2019	3:55 AM				Tacoma Dome Station Garage					-	Incident Report	Fellman, Kyle	Traffic Accident (Motor Vehicle Related)
201900269	1/28/2019	7:37 PM				Tacoma Dome Station Garage				PCSD	-	Denial of Service	Hobbs, Zachery	Unlawful Transit Conduct (UTC)
201900271	1/28/2019	8:48 PM				Tacoma Dome Station Garage					-	Warning	Bailey, Alexander	Open Container (Alcohol / Drug Related)
201900272	1/28/2019	9:04 PM				Tacoma Dome Station Garage					-	Incident Report	Bailey, Alexander	Suspicious Person (Unusual Circumstances)
201900273	1/28/2019	9:04 PM				Tacoma Dome Station Garage					-	Denial of Service	Bailey, Alexander	Consumption in Public Place (Alcohol / Drug Related)
201900276	1/29/2019	9:18 AM				Tacoma Dome Station Garage					-	Incident Report	Donohue, Jonathan	Car Prowler (Motor Vehicle Related)
201900282	1/29/2019	8:48 PM				Tacoma Dome Station Garage					-	Warning	Bailey, Alexander	Intoxication (Alcohol / Drug Related)
201900290	1/31/2019	3:39 PM				Tacoma Dome Station Garage					-	Incident Report	Bailey, Alexander	Suspicious Person (Unusual Circumstances)

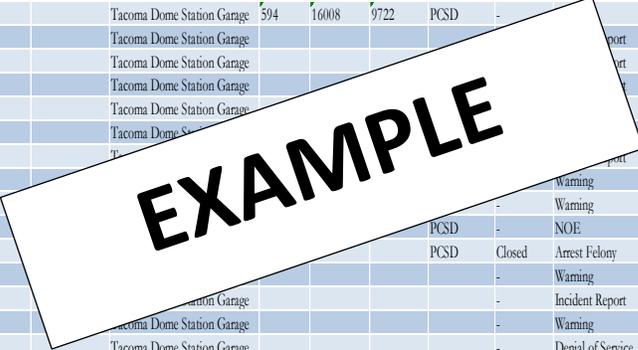


Exhibit F: Designated Representatives

Designated Representatives

Pierce Transit

Michel Griffus Executive

Director, Service Delivery &
Support

Phone: (253) 983- 2734

Cell: (253) 253-365-4081

Email: mgriffus@ piercetransit.org

Tammara Good

Contract & Program Administrator

253-983-3445 253-389-1230

tgood@piercetransit.org

Sound Transit

Brian Scott

Business Manager Operations

Phone: (206) 398-5136

Cell: (206) 240-3929

brian.scott@ soundtransit.org

EXHIBIT G

**TDS GARAGE SECURITY
PLAN**

The following security services will be provided at the Tacoma Dome Station Garage and Bus Platform unless changes are mutually agreed to by the Parties and approved by the appropriate authority.

Closed Circuit Television Monitoring: 24 hours per day, seven days a week.

Bike/Foot Patrol: Monday through Saturday, 0600 to 2400 hours & Sunday 0600-1600.

Roving coverage will be provided for the garage area, both interior and exterior, as well as the bus platform.

Hours of patrol may be adjusted to provide focused security as needed.

Public Safety Sergeant: 80 hours of coverage per week, with the Public Safety Sergeants working opposite shifts. This position will provide supervision of the six assigned Public Safety Officers. When the sergeants are called away from the Tacoma Dome Station for meetings or other duties they are expected to monitor and keep in contact with the Public Safety Officers via the radio and Pierce Transit assigned cell phone.

Extra staffing provided for weekend Sounders, Seahawks and Mariners games when high volume of Sound Transit customers are expected.

Exhibit H: Insurance

Insurance Requirements

Sound Transit acknowledges that Pierce Transit is a member of the Washington State Transit Insurance Pool (WSTIP), and as such maintains insurance coverage for general liability and property damage as set forth below. Sound

Transit will not be deemed or construed to have assessed the risks that may be applicable to Pierce Transit under this Agreement. Pierce Transit will assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The fact that insurance coverage is obtained by Pierce Transit will not be deemed to release or diminish the liability of Pierce Transit to Sound Transit. Sound Transit shall be notified within thirty (30) days of any substantive changes to Pierce Transit's membership status with WSTIP or to the nature and extent of coverage provided. The requirements herein are separate and exclusive from the requirements provided in other agreements related to Sound Transit route specific operations.

Insurance Coverage Requirements

General Liability Insurance: Pierce Transit will maintain general liability insurance coverage in amounts of not less than a combined single limit of \$2,000,000 or in such other amounts as Sound Transit may from time to time reasonably require, insuring Pierce Transit, Sound Transit, Sound Transit's agents and their respective affiliates against all liability for injury to or death of a person or persons or damage to property arising from the scope of this Agreement.

Automobile Liability Insurance

Pierce Transit will maintain automobile liability insurance coverage in amounts of not less than a combined single limit of \$1,000,000 covering Pierce Transit's owned, non-owned, leased or rented vehicles.

Property Damage Liability Insurance

Pierce Transit will maintain liability insurance to cover property damage of Sound Transit and others at the TDS Garage. Pierce Transit will pay a proportionate share, consistent with the allocation of insurance costs, of any deductible or other self- insurance costs related to claims tendered under this property damage liability insurance coverage and arising from the scope of this Agreement.

First Party Property Insurance

Pierce Transit will maintain first party property insurance to cover the TDS Garage structure, facility and premises from loss or damage, and Pierce Transit will pay its proportionate share, consistent with the allocation of insurance costs, of any deductible of other self-insurance costs related to first-party claims tendered under this property insurance coverage and

arising from the scope of this Agreement.

Workers Compensation and Employers Liability Insurance

Pierce Transit will maintain Workers' Compensation and Employers' Liability insurance coverage in accordance with the provisions of Title 51 of the Revised Code of Washington and covering Pierce Transit's employees, and certify that its operations are in compliance with the Industrial Insurance Act of the State of Washington.

Required Proof of Insurance Coverage and Certifications

The insurance requirements in this exhibit will be deemed satisfied by inclusion of an ACORD certificate of insurance and WSTIP coverage declaration, including Sound Transit as an additional insured, for each required insurance coverage provided by Pierce Transit in accordance with this Agreement.

DRAFT

Exhibit I: Schedule of Deliverables

Annual Due Dates	Section number and deliverable
April 15 –April 30	5.1.2 Complete parking use survey by April 15 and results provided to Sound Transit by April 30.
May 30	5.1.2 Reach agreement on proportional sharing of cost for the current year based on the parking survey results review by May 30.
Recurring annual due dates beginning with earliest	Section number and deliverable
November 15	5.2.2 Pierce Transit will provide a scope of work and cost estimate for rehabilitation projects by November 15.
November 15	5.2.3 Pierce Transit will provide to Sound Transit a preliminary cost template for upcoming three years by November 15.
November 30	5.2.3 Sound Transit will review preliminary cost template and provide comment by November 30.
December 31	5.2.3 Parties will agree on Cost Template for the current year by December 31.
January 15	5.2.3 If agreement is reached, Sound Transit will provide Pierce Transit with signed letter of concurrence by January 15.