



PIERCE TRANSIT BOARD MEETING
Training Center, Rainier Room
3720 96th Street SW, Lakewood, WA
July 13, 2015, 4:00 PM

AGENDA

CALL TO ORDER

ROLL CALL

PRESENTATIONS

- Operator of the Month for May 2015 ~
Jean Teat Scott Gaines
Transit Operator Assistant Manager
- Financial Update Wayne Fanshier
Chief Financial Officer

PUBLIC COMMENT

(Citizens wishing to provide comment will be given three minutes to comment on any transit-related matters regardless of whether it is an agenda item or not.)

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, July 1, 2015
2. Minutes: Special Study Session Board Meeting of April 13, 2015
3. FS 15-040 A Resolution Authorizing the Execution of a Sole Source Contract with Xerox/ACS to Upgrade Computer Aided Dispatch and Automatic Vehicle Location System Software
4. FS 15-042 A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute an Interlocal Agreement with Washington Transit Insurance Pool for Mutual Aid
5. FS 15-043 A Resolution Authorizing the Purchase of Radio Communications Equipment and Radio Shop Equipment from Motorola Solutions, Inc., and Aviat Network Pursuant to Washington State WSCA Contract No. 02702

6. FS 15-045 A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute a One-Year Agreement with King County Metro for Service in Northeast Tacoma
7. FS 15-046 A Resolution Authorizing the Purchase of a Replacement Unified Computer System and Eight (8) Blade Servers from CDW from Washington State WISCA Contract No. AR-233 01114

ACTION AGENDA

1. FS 15-044 A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute a Memorandum of Agreement with Tacoma-Pierce County Health Department regarding Private Medication Centers Jason Hovde
Safety Officer

STAFF UPDATES/DISCUSSIONS

- Regional Transit Integration Report Justin Leighton
Government Relations Officer
Alex Krieg PSRC Senior Planner
- Legislative Update Justin Leighton
Government Relations Officer
- Update Regarding Future Transportation Opportunities for the City of DuPont Van Sawin
Business Development Officer
- Report out on Community Attitudes Survey NW Research Group
- Service Guidelines Discussion Jay Peterson
Transit Development Manager
- Real Estate Updates Janine Robinson
Senior Planner
- CEO Update Sue Dreier
Chief Executive Officer

INFORMATIONAL BOARD ITEMS

- Chair Report Chair
- Sound Transit Update Commissioners Strickland/McCarthy

- Commissioners' Comments

Board of Commissioners

EXECUTIVE SESSION

ADJOURNMENT

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

April 13, 2015

CALL TO ORDER

Vice Chair Vermillion called the meeting to order at 3:00 PM.

Commissioners present:

Rick Talbert, Chair of the Board, Pierce County Councilmember (arrived at 3:05 PM)
Steve Vermillion, Vice-Chair, City of Puyallup Councilmember
Daryl Eidinger, City of Edgewood Mayor (*representing Fife/Milton/Edgewood*)
Lauren Walker, City of Tacoma Councilmember
Pat McCarthy, Pierce County Executive
Nancy Henderson, Town of Steilacoom Councilmember
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)
Don Anderson, City of Lakewood Mayor
Marilyn Strickland, City of Tacoma Mayor (arrived at 3:13 PM)
Kent Keel, City of University Place Councilmember (arrived at 3:59 PM)

Staff present:

James L. Walton, Interim Chief Executive Officer
Alberto Lara, Chief Administration Officer
Wayne Fanshier, Chief Financial Officer
Doug Middleton, Chief Operations Officer
Dana Henderson, General Counsel
Deanne Jacobson, Clerk of the Board
Angela Woods, Deputy Clerk of the Board
Van Sawin, Business Development Officer

Others present:

Ted Danek, City Administrator, City of Dupont

DISCUSSIONS

The agenda was reorganized placing City of DuPont Service Scenarios and Pierce Transit's Boundary to item number one.

(Chair Talbert arrived at 3:05 PM and resumed responsibilities of the Chair)

City of DuPont Service Scenarios and Pierce Transit's Boundary:

Business Development Officer Van Sawin and City of DuPont City Administrator Ted Danek gave a background of the relationship between DuPont and Pierce Transit and explained the City of DuPont was interested in exploring service with Pierce Transit.

Mr. Sawin presented a PowerPoint with very preliminary service scenarios that the City of DuPont expressed interest in, and asked the Board of Commissioners for guidance.

Mr. Danek responded to questions from various Board members regarding the City of DuPont's preference on the preliminary service scenarios.

Mr. Sawin and Justin Leighton Government Relations Officer responded to questions from various Board members regarding the cost of contract services, SHUTTLE services, and the process of annexation.

Commissioner Talbert noted that the Board would need a strong vote from the DuPont City Council in a Resolution asking to be brought back into the district before going through a ballot measure. He guided staff to work with the City of DuPont on appropriate contracting service and development of potential options moving forward.

Strategic Update:

Business Development Officer Van Sawin reviewed the Strategic Plan 2015-2020 and highlighted the new vision and mission statements. He reviewed each goal and the objectives of each goal and explained how the goals were changed from the strategic direction adopted by the Board on July 8, 2013.

Commissioner Talbert along with other Commissioners thanked staff and expressed the importance of the update. He suggested staff revisit this Strategic Plan with input from the new CEO.

2015-2016 Service Hours and Capital Needs:

Chief Financial Officer Wayne Fanshier discussed current budget, preparation of the 2016 budget, and the Agency's goals to increase service hours in 2016.

ADJOURNMENT

Chair Talbert adjourned the meeting at 4:07 PM.

Angela Woods
Deputy Clerk of the Board

Rick Talbert, Chair
Board of Commissioners

FACT SHEET

TITLE: A Resolution Authorizing the Execution of a Sole Source Contract with Xerox/ACS to Upgrade Computer Aided Dispatch and Automatic Vehicle Location System Software

DIVISION: Executive

ORIGINATOR: Erik Solberg, Project Manager

PRECEDING ACTION:

Resolution No. 10-016, Authority to Execute a Sole Source Maintenance and Support Agreement for our Current Computer Aided Dispatch and Automatic Vehicle Location System with ACS Transportation Management Solutions

Resolution No. 14-067, Adoption of the 2015 Agency Budget

COORDINATING DEPARTMENT: Project Management Office and Information Technology

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution

BUDGET INFORMATION

2015 Budget Amount
\$454,780

Required Expenditure
\$209,991

Impact
None

Explanation:

The remainder of the budget (\$244,789) is for hardware and services used to supplement a successful upgrade.

BACKGROUND:

The Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System is a computer aided dispatch system that provides automatic vehicle location capabilities for Fixed-Route, SHUTTLE, Bus PLUS and non-revenue vehicles. The system includes a complete data communications backbone, computer equipment at the fixed-end radio dispatch center and in-vehicle equipment. The CAD/AVL System provides real-time vehicle position monitoring

based on Global Positioning System (GPS) technology as well as voice and data communications between Vehicle Operators (including Fixed-Route, SHUTTLE, Bus PLUS and non-revenue vehicle users) and Controllers. The system also provides Automatic Passenger Counters, Automated Voice Announcements and the schedule/live data feeds for the Agency Trip Planning system, the Regional Fare System (ORCA) as well as numerous computer and mobile applications such as Google Transit, OneBusAway, and The Transit App.

The proposed contract is to upgrade our existing CAD/AVL System with the most current software version as we are nearing the end of the systems upgrade cycle. This is a scheduled upgrade that is required to stay current, hold down costs and maintain system effectiveness. The existing maintenance contract includes the ability to upgrade core software within a five year time period at an extremely reduced cost.

Upgrading current systems on a routine basis (e.g., once every five years) is important to maintain data integrity and compatibility with other systems, hardware, and software. CAD/AVL was fully operational for the first time in 2009. Pierce Transit intends to upgrade the system (both versioning and hardware) every five years.

This is a sole source contract. Xerox/ACS owns all rights to the software.

ALTERNATIVES:

1. Reject the upgrade and release a new RFP to replace the CAD/AVL System. This is not ideal as a replacement system would cost well in excess of \$1 million.
2. Postpone the upgrade. This option is not ideal as it will lead to system instability, service degradation and potential hardware failure.

RECOMMENDATION:

Approve Resolution No. 15-039, authorizing the Chief Executive Officer to enter into and execute a sole source contract with Xerox/ACS to upgrade CAD/AVL System Software in the amount of \$209,991.

RESOLUTION NO. 15-039

A RESOLUTION of the Board of Commissioners of Pierce Transit
Authorizing the Execution of a Sole Source Contract with Xerox/ACS to Upgrade Computer Aided Dispatch and
Automatic Vehicle Location System Software

WHEREAS; by Resolution No. 10-016, approved on the 13th day of September 2010, the Board of
Commissioners of Pierce Transit granted authority to execute a sole source contract for a five year
maintenance and support agreement for the Agency's current Computer Aided Dispatch and Automatic
Location System (CAD/AVL) with ACS Transportation Management Solutions; and

WHEREAS, by Resolution No. 14-067, approved on the 8th day of December 2014, the Board of
Commissioners of Pierce Transit adopted the 2015 Agency Budget; and

WHEREAS, the CAD/AVL system is vital for sustaining effective and efficient Pierce Transit operations;
and

WHEREAS, the CAD/AVL system requires an upgrade every five years to stay current, hold down costs
and maintain system effectiveness; and

WHEREAS, the CAD/AVL system is proprietary to Xerox/ACS and the price for the CAD/AVL system
upgrade is fair and reasonable; and

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

Section 1. The Chief Executive Officer is hereby authorized to enter into and execute a sole source
contract with Xerox/ACS to upgrade CAD/AVL System Software in the amount of \$209,991.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
the 13th day of July, 2015.

PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

FACT SHEET

TITLE: A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute an Interlocal Agreement with Washington State Transit Insurance Pool for Mutual Aid

DIVISION: Administration

ORIGINATOR Alberto Lara
Chief Administration Officer

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT: Administration

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, WSTIP Interlocal Agreement for Mutual Aid

BUDGET INFORMATION

2015 Budget Amount
N/A

Required Expenditure
N/A

Impact
N/A

BACKGROUND:

This resolution seeks authority to enter into and execute the proposed Interlocal Agreement (ILA) for Mutual Aid with the Washington State Transit Insurance Pool (WSTIP), pursuant to RCW 39.34. WSTIP member agencies, including Pierce Transit, wish to join together to provide mutual aid to one another in times of emergency. This ILA allows member agencies who participate in the Mutual Aid Agreement to work more seamlessly together during times of emergency and provides a mechanism that includes but is not limited to how to request emergency service, seek reimbursement for costs incurred during an emergency, and indemnity,

If adopted by the Board, the duration of the agreement shall remain in effect until terminated.

ALTERNATIVES:

Do not authorize the agreement. Staff does not recommend this as Pierce Transit views this agreement as a good resource for assisting the community and our other regional partners in times of emergency and for receiving such assistance from other member agencies should the need arise.

RECOMMENDATION:

Approve Resolution No. 15-041, authorizing the Chief Executive Officer to enter into and execute an Interlocal Agreement with WSTIP for Mutual Aid, effective July 13, 2015, and in effect until terminated.

RESOLUTION NO. 15-041

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to Enter Into and Execute an Interlocal Agreement with Washington State Transit Insurance Pool for Mutual Aid

WHEREAS, RCW 48.62 empowers local government entities to join together to form a joint self-insurance program pursuant to an interlocal agreement under RCW 39.34; and

WHEREAS, Pierce Transit has had a partial or full membership with WSTIP since July of 2001; and

WHEREAS, WSTIP has introduced emergency assistance provisions that are detailed in the Washington State Transit Insurance Pool (WSTIP) Mutual Aid Interlocal Agreement, which is attached hereto as Exhibit A; and

WHEREAS, Pierce Transit seeks to continue its relationship with WSTIP and in case of an emergency support the other transit members of WSTIP and to receive such assistance in return should the need arise; and

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

Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and execute an Interlocal Agreement with Washington State Transit Insurance Pool for Mutual Aid as presented in Exhibit A.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 13th day of July, 2015.

PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

INTERLOCAL AGREEMENT FOR MUTUAL AID

Whereas, RCW 39.34, the Interlocal Cooperation Act, allows public entities in this state to enter into cooperative agreements; and

Whereas, certain public transit agencies wish to join together to provide mutual aid to one another in times of emergency;

Now, therefore, in consideration of the mutual covenants set forth herein, it is hereby agreed as follows:

Section 1. Purpose.

- a. Every public transit agency that signs this agreement shall use its best efforts to provide emergency assistance to another public transit agency when the requesting agency calls for help as a consequence of an emergency. No requesting agency should expect to receive help free of charge.
- b. In addition to emergency assistance as set forth in subsection a, in non-emergency situations participating transit agencies may provide goods and services to one another upon mutually satisfactory terms and conditions.

Section 2. Definitions. Defined terms are in **bold** and are defined as follows:

- a. **Emergency assistance**—Receiving or providing personnel, equipment, or other assistance to aid in restoring or maintaining transit service or evacuating people or equipment when needed as a consequence weather, earthquakes, floods, fires, equipment malfunctions, accidents, sabotage, or any other events.
- b. **Participating agency**—A public transit agency that has signed this interlocal agreement.
- c. **Pool**—The Washington State Transit Insurance Pool.
- d. **Requesting agency**—A **participating agency** that makes a request for **emergency assistance**.
- e. **Responding agency**—A **participating agency** that provides **emergency assistance**.

Section 3. Request for assistance.

- a. Any request for assistance must come from the governing body or executive director of the **requesting agency**. The request shall specify, to the extent possible, the nature and magnitude of the assistance needed.
- b. The request for assistance may be made to a specific **participating agency** or to the **Pool** with the understanding that the **Pool** will broadcast the request to all **participating agencies** it believes may be in a position to provide assistance.

- c. The assistance period shall commence when the **responding agency** incurs expenses and shall end when all personnel and equipment have returned to the **responding agency**.

Section 4. Status of **responding agency**.

- a. The **responding agency** is a volunteer in the nature of an independent contractor. It may terminate its service before the emergency has ended but if it does so it shall use its best efforts to avoid further disruption to the **requesting agency**.
- b. Employees of the **responding agency** shall at all times remain employees of **responding agency** and shall never be considered as employees of **requesting agency**. Wages, hours, and other terms and conditions of employment of **responding agency** shall remain applicable to its employees.

Section 5. Use of equipment. When the **emergency assistance** entails the use of equipment, the **requesting agency** shall be responsible for its proper care, maintenance, and security. The **requesting agency** shall permit the equipment to be used only by properly trained operators. The **responding agency** may require that the equipment it provides be operated by its own personnel.

Section 6. Reimbursement.

- a. **Requesting agency** shall reimburse **responding agency** for all costs and expenses incurred in providing **emergency assistance**. Reimbursement shall include, but is not limited to, salaries, wages, benefits, travel, replacement cost of material, and charges for use of vehicles and equipment at **responding agency's** internal rates.
- b. **Responding agency** shall provide an invoice to **requesting agency** detailing all cost and expenses incurred. The invoice shall be paid within sixty days.
- c. **Responding agency** shall maintain an auditable record of the assistance provided.

Section 7. Hold harmless and indemnity.

- a. **Requesting agency** shall hold harmless, defend, and indemnify **responding agency**, its officers, employees, and agents, from any and all liability for loss, injury, damage, or expense which the **responding agency** may incur as a consequence of providing **emergency assistance to requesting agency**. This obligation extends to loss, injury, damage, or expense caused, in whole or in part, by acts, omissions, or negligence of **responding agency** but does not extend to willful or wanton acts or omissions.
- b. **Requesting agency** shall reimburse **responding agency** for workers' compensation payments made to its employees for injuries sustained in the course of providing **emergency assistance**.

Section 8. Transmittal upon subscription.

- a. Upon subscription by a **participating agency**, the **participating agency** shall transmit an executed copy of this agreement to **Pool**.
- b. The **Pool** shall maintain a list of all **participating agencies** and shall annually distribute that list to all **participating agencies**.

Section 9. Duration. This agreement shall remain in effect until terminated.

Section 10. Termination. Any **participating agency** may terminate this agreement as to itself by giving written notice of such to **Pool**. Such termination shall not affect the viability of this agreement as to remaining **participating agencies**.

Section 11. Disputes.

- a. Parties shall attempt to resolve disputes by negotiation.
- b. Disputes not resolved by negotiation shall be mediated.
- c. For disputes that proceed to litigation, the prevailing party shall be entitled to its attorney's fees and costs.

Section 12. Counterparts. This agreement may be executed in counterparts so that all **participating agencies** need not sign the same document.

Dated this _____ day of _____, 20_____.

Participating agency_____

By its_____

Attest:

Approved as to form:

FACT SHEET

TITLE: A Resolution Authorizing the Purchase of Radio Communications Equipment and Radio Shop Equipment from Motorola Solutions, Inc. and Aviat Network Pursuant to Washington State WSCA Contract No. 02702

DIVISION: Operations

ORIGINATOR: Carlos Davis
Radio Program Administrator

PRECEDING ACTION:

Resolution No. 10-024, Authority to Amend the 2010 Operating Budget and Execution of Sole Source Purchases of Radio/CAD/AVL Equipment with Motorola and ACS for Installation on Sound Transit Coaches

Resolution No. 11-004, Authority to execute an Interlocal Agreement with Pierce County for the Operations of a Combined Communications Network

Resolution No. 13-007, Authorizing Purchase of Replacement Radio Communications Equipment from Washington State WSCA Contract No. 02702

Resolution No. 14-022, Authorizing Amendment to the 2014 Capital Budget to Increase the Amount of Radio Replacement Capital Project and Authorizing the Purchase of Replacement Radio Communications Equipment from Washington State WSCA Contract No. 02702

Resolution No. 14-067, Adoption of the 2015 Budget which includes funding for purchasing Phase 3 Replacement Radio Communications Equipment and the Radio Shop Equipment Capital Purchase

Resolution No. 14-058, Authority to execute an Interlocal Agreement with Pierce County for the Creation, Operation, Sustainment and Governance of a Combined Communication Network

COORDINATING DEPARTMENT: Radio Communications, Procurement

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution

BUDGET INFORMATION

2015 Budget Amount
\$1,055,110

Required Expenditure
\$1,055,110

Impact
\$0

Explanation: Authorize the purchase of radio communications equipment through the existing Washington State WSCA Contract No. 02702, completing the third and final Phase of the Radio Subscriber and Microwave Radio Purchase Program for \$819,499 which ultimately would be a shared cost with Pierce County through the Combined Communications Network (CCN) joint venture; and authorize the 2015 Radio Shop Equipment Capital Purchase through the existing Washington State WSCA Contract No. 02702 for \$235,611, for the benefit of Pierce Transit only, which would not be a shared cost.

BACKGROUND:

This resolution seeks authority to purchase a) replacement radio communications equipment (a shared expense with Pierce County through the CCN); and b) radio shop equipment (for Pierce Transit use only and therefore not a shared expense) from Motorola Solutions and Aviat Networks, through the existing Washington State WSCA Contract No. 02702. These expenditures are necessary to meet the Federal Communications Commission's (FCC) narrow-banding mandate. Pierce Transit is a party to the master contracts usage agreement with Washington State which allows Pierce Transit to take advantage of volume discounts such as those offered by WSCA Contract No. 02702 which expires on August 31, 2015.

In February 2006, the Board of Commissioners approved the purchase of a mobile communications system from Motorola Solutions. Subsequently, this equipment was installed at six tower sites and in all Pierce Transit buses, shuttles, support vehicles and Sound Transit coaches. All equipment purchased was compliant with the first phase of FCC's Public Safety requirements for a 700 MHz radio system which included radio equipment narrow-banded from 25 MHz to 12.5 MHz.

In January of 2011, and in November of 2014, the Board of Commissioners authorized the execution of interlocal agreements with Pierce County for the operation and governance of a combined communications network (CCN), which provides both entities the opportunity for cost sharing while preparing to meet the next phase of narrow-banding mandated by the FCC. This next phase requires that the CCN be narrow-banded from 12.5 MHz to 6.25 MHz by December 31, 2016. Purchase of 6.25 MHz narrow-band radio communications equipment has been spread over three years in the six-year Pierce Transit Capital Budget; 2015 is the third year for purchasing this compliant radio equipment. Radio communications equipment will be purchased for the benefit of the CCN and will therefore be a shared expense with Pierce County.

The Radio Shop Equipment replacement is critical to performing accurate and efficient preventive maintenance inspections and repairs to Pierce Transit's radios tied into the network. This radio shop equipment is primarily for Pierce Transit benefit and is therefore not a shared expense with the County.

At this time, Pierce Transit is eligible to take advantage of greater savings when this purchase is combined with Pierce County in using tiered state contract pricing discounts which will expire at the end of August, 2015.

ALTERNATIVES:

The alternative would be to not purchase narrow-band radio communications equipment at this time. This course is not recommended since the channel capacity of the CCN is reliant on both parties' narrow-banding all radio equipment to 6.25 MHz, and the additional tiered pricing discounts through the state contract will no longer be available to Pierce Transit when the County radio project is completed in early 2016.

RECOMMENDATION:

Approve Resolution No. 15-042, authorizing the purchase of Radio Communications Equipment and Radio Shop Equipment from Motorola Solutions and Aviat Networks pursuant to Washington State WSCA Contract No. 02702.

RESOLUTION NO. 15-042

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Purchase of Radio
2 Communications Equipment and Radio Shop Equipment from Motorola Solutions, Inc., and Aviat Network
3 Pursuant to Washington State WSCA Contract No. 02702
4

5 WHEREAS, by Resolution No. 06-004, approved on the 13th day of February, 2006, the Board of
6 Commissioners of Pierce Transit authorized execution of a master agreement for a Mobile Communications
7 System, Task Order No. 1 for Voice and Data Radio and Task Order No. 2 for CAD/AVL with Motorola and
8 Amendment of the 2006 Capital Budget; and

9 WHEREAS, by Resolution No. 10-024, approved on the 13th day of September, 2010, the Board of
10 Commissioners of Pierce Transit Amended the 2010 Operating Budget and authorized the execution of Sole
11 Source purchases of Radio/CAD/AVL equipment with Motorola and ACS for installation on Sound Transit
12 coaches; and

13 WHEREAS, by Resolution No. 13-007, approved on March 11, 2013, the Board of Commissioners
14 Authorized the Purchase of Replacement Radio Communications Equipment from Washington Stat WSCA
15 Contract No. 02702; and

16 WHEREAS, by Resolution No. 14-022, approved on the 14th day of April 2014, the Board of
17 Commissioners authorized amendment to the 2014 Capital Budget to Increase the Amount of Radio
18 Replacement Capital Project and Authorizing the Purchase of Replacement Radio Communications
19 Equipment from Washington State WSCA Contract No. 02702; and

20 WHEREAS, by Resolution No. 14-067, approved on the 8th day of December, 2014, the Board of
21 Commissioners of Pierce Transit adopted the 2015 Budget which includes funding for purchasing Phase 3 of
22 Radio Communications Equipment required for FCC mandated narrow-banding; and

23 WHEREAS, Washington State WSCA Contract No. 02702 provides for radio communications
24 equipment appropriate for Pierce Transit's purpose and permits participation by political subdivisions; and

25 WHEREAS, Pierce Transit is a party to the master contracts usage agreement with Washington State
26 which allows Pierce Transit to take advantage of volume discounts such as those offered by WSCA Contract
27 No. 02702 which expires on August 31, 2015; and

28 WHEREAS, an interlocal agreement with Pierce County for the parties' combined communications
29 network substantially increases the size of the project, allowing for a larger discount on the Washington State
30 WSCA Contract No. 02702 than either Pierce Transit or Pierce County would receive independently; and

31 WHEREAS, the proposed contract includes specifications and options for purchasing Radio
32 Communications Equipment for a cost not to exceed \$1,055,110; and

1 WHEREAS, pricing available from the State of Washington WSCA Contract has been arrived at
2 competitively and is considered to be fair and reasonable; and

3 WHEREAS, the Board of Commissioners of Pierce Transit finds it in the best interest of Pierce Transit to
4 purchase from Washington State WSCA Contract No. 02702; and

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

6 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to purchase radio
7 communications equipment and radio shop equipment from Motorola Solutions and Aviat Networks pursuant
8 to Washington State WSCA Contract No. 02702 in an amount not to exceed \$1,055,110.

9 ADOPTED by the Board of Commissioners of Pierce Transit at a regular meeting thereof held on the
10 13th day of July, 2015.

11 PIERCE TRANSIT

12
13
14 _____
15 Rick Talbert, Chair
16 Board of Commissioners
17

18 ATTEST/AUTHENTICATED

19
20 _____
21 Deanne Jacobson
22 Clerk of the Board
23
24

FACT SHEET

TITLE: A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute a One-Year Interlocal Agreement with King County Metro (KCM) for Service in Northeast Tacoma

DIVISION: Executive

ORIGINATOR: Tina Lee
Service Innovation Administrator

PRECEDING ACTION:

Resolution No. 14-067, Adoption of the 2015 Budget

Resolution No. 15-038, Implementation of the Northeast Tacoma Demonstration Project

COORDINATING DEPARTMENT: Business Development Office; Planning

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A – Proposed Funding Agreement

BUDGET INFORMATION

12- Month Budget Amount
\$157,930

Required Expenditure
\$157,930

Impact
\$41,752 in 2015
\$116,178 in 2016

Explanation: 2015 funds will be paid from the contracted services in the 2015 Budget. The funds are available and were planned in the Business Development Office's budget.

BACKGROUND:

The Pierce Transit Board of Commissioners authorized implementation of the Northeast Tacoma Demonstration Project at their June 8, 2015 meeting. The demonstration includes a Northeast Tacoma to Downtown express service and a partnership with King County Metro (Metro) to provide feeder service to the Pierce Transit express route. Staff seeks authority to enter into and execute an interlocal agreement with Metro to purchase approximately 1,241 service hours that will provide the local feeder service to the Pierce Transit express route. In

2015, approximately 320 service hours will need to be used. In 2016 approximately 912 service hours are needed to complete the one-year demonstration, the 2016 service is contingent on approval in the 2016 Budget.

Metro is able to provide this peak hour feeder service by extending their existing Route 903 from a portion of Northeast Tacoma to the proposed Pierce Transit express service. Benefits of the partnership with Metro include increases in transit efficiency for Northeast Tacoma riders; the feeder service also provides a direct connection to the Federal Way Transit Center; and the feeder service increases the number of local trips from 6 to 20 per weekday. This service is an example of coordination and collaboration between King County Metro and Pierce Transit.

The agreement will be for the duration of the one-year demonstration from September 28, 2015 through September 27, 2016 and may be extended an additional two year term if mutually-acceptable to both parties through a written amendment to the agreement. Either party may terminate the agreement with written notice at least 90 days prior to Metro's next scheduled service change date. Metro will invoice Pierce Transit quarterly for the cost of the service.

Any extension of this agreement would be approved by the Board, after the Board has had the opportunity to evaluate the effectiveness of this demonstration project. Staff expects to return to the Board by May 2016 with information on the performance of this project.

The Northeast Tacoma Demonstration service was developed with the collaboration and input of the Northeast Tacoma Community Investment Team (CIT) comprised of local representatives with a vested interest in guiding the design and success of the proposed project. The CIT will continue to work with staff to communicate the benefits of the demonstration service to the community and assist with building awareness for Northeast Tacoma service.

ALTERNATIVES:

Do not move to approve the agreement with King County Metro.

RECOMMENDATION:

Approve Resolution No. 15-044 authorizing the Chief Executive Officer to enter into and execute a one-year interlocal agreement with King County Metro for Service in Northeast Tacoma, effective September 28, 2015.

RESOLUTION NO. 15-044

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to Enter
2 Into and Execute a One-Year Interlocal Agreement with King County Metro for Service in Northeast Tacoma
3

4 WHEREAS, by Resolution No. 14-067, approved on the 8th day of December 2014, the Board of
5 Commissioners of Pierce Transit adopted the 2015 Agency Budget; and

6 WHEREAS, by Resolution No. 15-038, approved on 8th day of June 2015, the Board of Commissioners
7 of Pierce Transit authorized implementation of the Northeast Tacoma Demonstration Project; and

8 WHEREAS, the Interlocal Cooperation Act, RCW 39.34, permits local governmental entities to make
9 the most efficient use of their powers by enabling them to engage in joint or cooperative action; and

10 WHEREAS, the Northeast Tacoma Demonstration project includes a Northeast Tacoma to Downtown
11 Tacoma express service, Route 63 NE Tacoma Express, and a partnership with King County Metro (Metro) to
12 provide feeder service to the Pierce Transit Route 63 NE Tacoma Express; and

13 WHEREAS; the Northeast Tacoma Demonstration service was co-developed with the collaboration
14 and input of the Northeast Tacoma Community Investment Team comprised of local representatives with a
15 vested interest in guiding the design and success of the proposed project; and

16 WHEREAS, by engaging in the one-year demonstration project to evaluate the proposed service in
17 Northeast Tacoma in accord with the proposed interlocal agreement attached as Exhibit A, both agencies seek
18 to increase ridership and efficiency of the current Pierce Transit services in Northeast Tacoma; and

19 WHEREAS, Metro has the available resources to extend their Route 903 to provide feeder service to
20 Pierce Transit's Route 63 NE Tacoma Express; and

21 WHEREAS, Metro does not have the lengthy distance to travel to begin operating the route that Pierce
22 Transit has; and

23 WHEREAS, Metro can operate Route 903 extension at the same level of service, but for less cost and
24 more efficiently; and

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

26 Section 1. Pursuant to RCW 39.34, the Board of Commissioners authorizes the Chief Executive
27 Officer to enter into and execute a one-year interlocal agreement, which is attached hereto as Exhibit A,
28 with King County Metro for Service in Northeast Tacoma, effective September 28, 2015.

29 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
30 the 13th day of July, 2015.

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PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

**NORTHEAST TACOMA ROUTE 903 TRANSIT SERVICE
FUNDING AGREEMENT**

Between

PIERCE TRANSIT

And

KING COUNTY

THIS Northeast TACOMA ROUTE 903 TRANSIT SERVICE FUNDING AGREEMENT (“Agreement”) is made by and between the Pierce County Public Transportation Benefit Authority (“Pierce Transit”), and King County, a home rule charter county of the State of Washington, through its Department of Transportation, Metro Transit Division (“County” or “Metro”), either of which may be referred to hereinafter individually as “Party” or collectively as the “Parties.”

WHEREAS, the County operates a public transportation system in King County; and

WHEREAS, Pierce Transit operates a public transportation system in Pierce County; and
WHEREAS, the Parties have identified an innovative transit solution that would allow Pierce Transit to provide for a redesigned Route 62 to provide an express connection between Northeast Tacoma and Downtown Tacoma and to contract with King County Metro to provide “feeder” service by extending the County’s existing Route 903 from a portion of Northeast Tacoma to the Pierce Transit Route 62;

WHEREAS, by engaging in a one year demonstration project to evaluate this proposed service in Northeast Tacoma, the Parties seek to increase ridership and efficiency of the Pierce Transit Route 62 a necessary service to provide public transportation to Northeast Tacoma which falls within the Pierce Transit service area;

WHEREAS, Pierce Transit has funds budgeted for innovative service to allow for the purchase of service hours to extend the County’s Route 903 service hours into Northeast Tacoma; and

WHEREAS, the County has the available resources to operate this extension on an existing County route to serve Pierce Transit customers in Northeast Tacoma; and

WHEREAS, the County can provide additional service hours to extend the Route 903 less expensively and more efficiently than Pierce Transit can do so for the same level of service.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions under which Pierce Transit will provide funding for the County to extend the transit service on County's Route 903 to serve the Northeast Tacoma community and to connect that community to public transportation options in the Pierce Transit service area.

2. DEFINITIONS

- DART Service: Transit service operated by the County's contractor that operates on a fixed-route with the ability to operate flexible route-deviation trips.
- Flexible Service Area: a designated area in which limited, off-route deviations may be made upon request and with advance notice.
- Level of Service: The total number of bus trips provided while the route is in operation.
- Peak Service: Transit service operated between the hours of 5:00 AM and 9:00 AM and between 3:00 PM and 7:00 PM on weekdays.
- Revenue Service Hour: The time the service is operating on the designated schedule, including any layover time.
- Service Frequency: The number of bus trips in the same direction of travel within a specified timeframe, usually expressed as the number of trips per hour.
- Service Span: The amount of time each day in which the service is operating.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 Service Description. The County will be responsible for providing a weekday peak-hour extension to the existing Route 903 to serve the Northeast Tacoma community. The County will provide the service for the initial demonstration period beginning September 28, 2015 and ending on or about September 9, 2016, unless terminated earlier pursuant to the terms of this agreement.

The County will provide the Service Frequency and Service Span identified in Exhibit A. The service shall at all times be open to the general public.

- 3.2 Service Operations. The County retains responsibility for scheduling and operating the Route 903 service, including the portion funded by Pierce Transit under this Agreement, and will monitor and manage the service in accordance with its established policies, standards, rules, and procedures. The Route 903 extension into Northeast Tacoma will be included in Metro's Online Trip Planner. The vehicles will be branded consistent with the County's DART program and will be part of the ORCA regional fare system and regular County Metro fares will be charged for the service.

The Parties agree to meet as-needed and in a timely manner to address any operational or service issues that arise, including capacity or performance issues.

- 3.3 Service Funding. The County will invoice Pierce Transit quarterly for the service hours operated on the Route 903 extension. The first invoice will be issued following December 31, 2015. The invoice will reflect actual revenue service hours operated on the Route 903 extension for that quarter. The hourly rate will be the same as the County's fully allocated hourly cost for its DART service. If this agreement is extended by mutual written agreement for an additional term as provided in section 5, the hourly rate will be adjusted on an annual basis to be the same as the County's fully allocated hourly cost for DART service. Increases to the hourly rate for any period will be subject to negotiation.
- 3.4 Communication and Service Information Procedures. The County will follow its standard procedures for developing and distributing Route 903 service information to the public using its existing communications tools and activities. Pierce Transit will be responsible for any additional communication and service information required for the Northeast Tacoma community.
- 3.5 Service Ridership. The County will track and provide ridership numbers by day specifically on the Northeast Tacoma segment of the Route 903. The County will provide the ridership numbers to Pierce Transit on a monthly basis. Additional monthly and annual data will be provided to complete National Transit Database reporting.
- 3.6 Service Performance Review. The Parties' designated contact staff will meet as-needed to review the financial expenditures and/or operating performance of the service provided for under this Agreement. The purpose of these meetings will be to identify any issues which may have a budget impact and discuss any potential changes to service operations.

4. INVOICES/PAYMENT PROCEDURE

For the term of the Agreement, The County will invoice Pierce Transit quarterly for its financial contribution as provided for in Subsection 3.3 of the Agreement. The invoices will be issued within thirty days of the end each quarter. Upon receipt of each quarterly invoice from the County, Pierce Transit shall make payment in the amount due within forty-five (45) days of receipt of a billing invoice. Each quarterly invoice will be based on the number of revenue service hours operated on the Route 903 extension at the County's fully allocated hourly rate for DART service in the given calendar year. Should Pierce Transit fail to pay the County the amount due within forty-five (45) days of the receipt of an invoice from the County, eight

percent (8%) simple interest per annum will be applied to any outstanding balance due for that invoice.

5. EFFECTIVE DATE, DURATION AND EXTENSION

This Agreement will become effective upon signature by both Parties and will expire on September 9, 2016, unless extended or earlier terminated pursuant to the terms of this Agreement. If, after the initial one year Agreement period, the Northeast Tacoma Route 903 transit service extension project is deemed viable by both Parties and operationalizing and funding for the service is approved by the Pierce Transit Board of Commissioners, the Agreement may be extended once for an additional two (2) year term. Any such mutually-acceptable extension must be in the form of a written amendment to this Agreement signed by authorized representatives of the Parties after approval by governing bodies of each party.

6. TERMINATION

6.1 Termination

- 6.1.1 Termination for Convenience. This Agreement may be terminated by either Party for convenience, for any reason including but not limited to a determination by Pierce Transit that the continuation of the Route 903 transit service extension to Northeast Tacoma would not be likely to produce beneficial results commensurate with the further expenditure of funds, upon written notice to the other Party at least 110 calendar days prior to the County's next scheduled service change date
- 6.1.2 Termination for Non-Appropriation. Performance of any tasks undertaken by either party pursuant to this Agreement is conditional upon the appropriation by the party's respective governing Council or Board of sufficient funds to support the undertakings provided for in this Agreement. Should such an appropriation not be approved, the Agreement shall terminate at the close of the last appropriation period during which such funds were allocated.
- 6.1.3 Termination for Default or Failure to Perform. Either Party may also terminate this Agreement in the event that the other Party fails to cure a default of such other Party's duties hereunder within fourteen (14) calendar days after receipt of written notice of such default.
- 6.1.4 If either Party terminates the Agreement, Pierce Transit will pay the County a pro-rated amount for services performed in accordance with the Agreement to the date of termination.

7. AMENDMENTS AND MODIFICATIONS

Any Party may request changes to the provisions of this Agreement. Proposed changes shall not be effective unless and until they are mutually agreed upon and incorporated by written amendment signed by authorized representatives of the Parties.

8. DISPUTE RESOLUTION

The Parties shall use their best efforts, through good faith discussion and negotiation, to resolve any disputes pertaining to this Agreement that may arise between them. If the Parties' informal dispute resolution efforts fail, the Parties agree to engage in mediation, with each Party bearing its own costs of mediation, before seeking to resolve disputes in a court of law or any other forum.

9. ADDITIONAL PROVISIONS

- 9.1 No Third Party Beneficiaries. It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.
- 9.2 No Partnership or Joint Venture. No joint venture, agent-principal relationship, or partnership is formed as a result of this Agreement. All persons employed by or providing paid or volunteer services to either Party shall be considered the employees, volunteers, agents or representatives of that Party and shall not be deemed, nor represent themselves, to be the employees, volunteers, agents or representatives of the other Party.
- 9.3 Applicable Law. This Agreement shall be interpreted in accordance with the laws of the State of Washington.
- 9.4 Jurisdiction and Venue. The Superior Court of King County, Washington, situated in Seattle, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 9.5 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions herein shall be deemed to have been explicitly negotiated among, and mutually drafted by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.
- 9.6 Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.
- 9.7 Waiver of Default. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be

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

- 9.8 Assignment. Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.
- 9.9 Binding on Successors and Assigns. This Agreement and all of its terms, provisions, conditions, and covenants, shall be binding on the Parties and their respective successors and assigns.
- 9.10 Rights and Remedies. The Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- 9.11 Entire Agreement. This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent written amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.
- 9.12 Survival. The provisions of this Section 8 (Legal Relations) shall survive the expiration or termination of this Agreement.

10. INDEMNIFICATION

Each Party shall protect, defend, indemnify and save harmless the other Party, its elected officials, officers, officials, employees and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The provisions of this Section 10 (Indemnification) shall survive the expiration or termination of the Agreement.

11. FORCE MAJEURE

Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions; commandeering material, products, or facilities by the federal, state or local government; and/or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event, however, shall this provision eliminate the County's obligation to make every effort to operate this service at the same level that it would operate the County's other routes in the event of any of the above conditions, nor shall this provision eliminate Pierce Transit's obligation to make payment to the County for work performed in accordance with this Agreement.

12. NOTICE REQUIREMENTS

Any notice given under this Agreement shall be in writing and given by sending such notice by registered mail, return receipt requested, with postage prepaid, addressed as follows, or at such other address as the party to be notified shall have last directed in writing, or by serving said notice personally.

KING COUNTY: Transit General Manager
 Department of Transportation – KS-TR-0415
 King Street Center
 201 S. Jackson Street
 Seattle, WA 98104-38565

PIERCE TRANSIT: Attn: Chief Executive Officer
 Pierce Transit
 3701 96th St. SW
 Lakewood, WA 98499-4431

The effective date of notice shall be the date of personal service or the date of receipt as shown on the return receipt, as applicable.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by a duly authorized representative as of the latest date written below.

PIERCE TRANSIT

KING COUNTY

BY: Sue Dreier, CEO
Pierce County Public Transportation Benefit
Area Corporation
Date: _____

Kevin Desmond, General Manager
King County Department of Transportation,
Metro Transit Division
Date: _____

EXHIBIT A

SERVICE DESCRIPTION

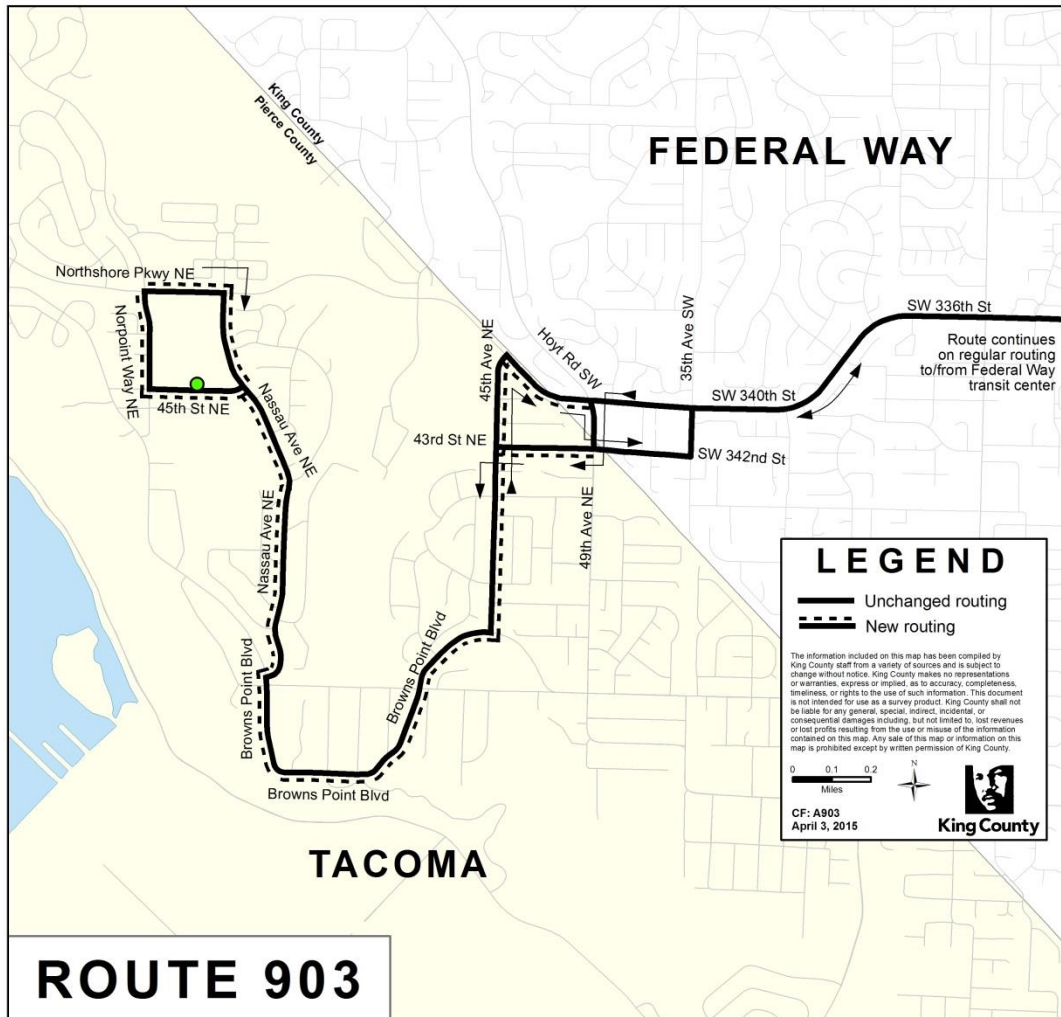
Selected weekday peak period Route 903 trips now operating within Federal Way will be revised to extend to and from Northeast Tacoma, between 39th Avenue Southwest/Southwest 342nd Street in Federal Way and the vicinity of 45th Street Northeast/Nassau Avenue Northeast via 43rd Street Northeast, 45th Avenue Northeast, Browns Point Boulevard, Nassau Avenue NE, Norpoint Way Northeast and Northshore Parkway Northeast

Service would operate on weekdays between about 5:45 – 8:45 AM and about 4:00 – 7:00 PM about every ½ hour.

Designated Contact Staff for on-going Operations

KING COUNTY:	Doug Johnson Service Planning, Metro Transit King Street Center 201 S. Jackson Street Seattle, WA 98104-38565 206-477-5837 doug.johnson@kingcounty.gov
PIERCE TRANSIT:	Van Sawin Business Development Officer_ Pierce Transit 3701 96 th St. SW Lakewood, WA 98499-4431 (253) 983-2721 vsawin@piercetransit.org

Service Map



FACT SHEET

TITLE: A Resolution Authorizing the Purchase of a Replacement Unified Computer System and Eight (8) Blade Servers from CDW from Washington State WISCA Contract No. AR-233 01114

DIVISION: Administration/Information Technology

ORIGINATOR: Keith Messner
Information Technology Manager

PRECEDING ACTION: Resolution No. 14-067, Adoption of the 2015 Budget

COORDINATING DEPARTMENT: Information Technology

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution

BUDGET INFORMATION

2015 Budget Amount
\$680,518

Required Expenditure
\$274,755

Impact
None

Explanation:

This purchase is to replace a Unified Computer System (UCS) and eight (8) blade servers that have reached the end of their useful life. The equipment will be purchased from CDW using Washington State WISCA Contract No. AR-233 01114.

BACKGROUND:

A UCS is a housing unit with all network and power connections that hosts eight (8) blade servers. This configuration is much more efficient than using stand-alone servers, uses less power and produces less radiant and exhaust heat – leading to less power and air conditioning needed to support the servers, reducing Agency costs and supporting the Agency's sustainability goal in the Strategic Plan.

The current UCS and blade servers have reached the end of their useful life – support and parts are no longer available, and in accordance with the replacement schedule in the IT Strategic Plan, it is time to replace them.

ALTERNATIVES:

1. Release a Request For Proposal (RFP) to acquire a new UCS and eight (8) blade servers. The WISTA contract was competitively bid, so it is unlikely there would be any cost savings.
2. Do not purchase the new UCS and continue to use the current equipment. Without support or parts available, if the system were to fail, we would lose core business system functionality for several systems until a replacement could be purchased, delivered and implemented.

RECOMMENDATION:

Approve Resolution No. 15-045, authorizing the purchase of the Unified Computer System and eight (8) blade servers from CDW from Washington State WISCA Contract No. AR-233-01114 in the amount of \$274,755.

RESOLUTION NO. 15-045

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Purchase of a Replacement Unified Computer System and Eight (8) Blade Servers from CDW from the Washington State WISCA Contract No. AR-233 01114

WHEREAS, by Resolution No. 14-067, approved on the 8th day of December 2014, the Board of Commissioners of Pierce Transit adopted the 2015 Agency Budget; and

WHEREAS, the purchase is to replace a Unified Computer System (UCS) and Eight (8) blade servers that have reached the end of their useful life; and

WHEREAS, the equipment will be purchased from CDW using the Washington State WISCA AR-233 01114 Contract; and

WHEREAS, a UCS is a housing unit with all network and power connections that hosts 8 blade servers. This configuration is much more efficient than using stand-alone servers, uses less power and produces less radiant and exhaust heat – leading to less power and air conditioning needed to support the servers, reducing Agency costs and supporting the Agency's sustainability goal in the Strategic Plan; and

WHEREAS, support and parts are no longer available for current equipment, and in accordance with the replacement schedule in the IT Strategic Plan, it is time to replace them; and

WHEREAS, the CDW WISCA Contract has been competitively bid and the price proposed is fair and reasonable; and

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

Section 1. The Board of Commissioners authorizes the Chief Executive Officer to purchase a replacement Unified Computer System and eight (8) blade servers from CDW from Washington State WISCA Contract No. AR-233 01114 in the amount of \$274,755.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 13th day of July, 2015.

PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

FACT SHEET

TITLE: A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute a Memorandum of Agreement (MOA) with Tacoma-Pierce County Health Department Regarding Private Medication Centers

DIVISION: Executive/Safety

ORIGINATOR: Jason Hovde, Safety Officer

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT: General Counsel

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed MOA
Exhibit B, Invitation to Become a Private Medication Center

BUDGET INFORMATION

2015 Budget Amount
N/A

Required Expenditure
N/A

Impact
N/A

Explanation: N/A

BACKGROUND:

The purpose of this Agreement is to establish a process by which Pierce Transit becomes a private medication center by receiving and administering pharmaceuticals or other health-related materials or equipment to employees and their family members at the direction and under the authority of Tacoma-Pierce County Health Department's (TPCHD) Health Officer when TPCHD needs additional surge capacity during a declared emergency.

Private medication centers are locations where medications from the federal Strategic National Stockpile can be provided to affected persons during a medical emergency, such as a disease outbreak or terrorist attack. By becoming a *Private Medication Center*, the Agency will receive and dispense medications from the federal stockpile directly to our employees and their families.

Employees will feel secure in knowing that our agency has taken steps to ensure they and their families will be protected during a public health emergency. This knowledge may generate an increased sense of commitment and loyalty. Operating a Private Medication Center also enhances the resiliency of our agency by reducing the need for employees to take time off work to care for their own illness or that of a family member; or to wait in long lines at Public Medication Centers. In addition, we will help minimize the impact of the emergency on the community and save lives. State and federal laws are in effect to protect the Agency from liability for participation in this program.

Pursuant to Section 3 of the proposed Memorandum of Agreement, the effective date of this Agreement shall be upon the date of signature by TPCHD. The Agreement will remain in effect until terminated by either party as provided in Section 14.

ALTERNATIVES:

Not participating in this program would likely further overwhelm the Public Medication Centers and have a broader impact to the agency's service capabilities.

RECOMMENDATION:

Approve Resolution No. 15-043, authorizing the Chief Executive Officer to enter into and execute a Memorandum of Agreement (MOA) with TPCHD regarding Private Medication Centers.

RESOLUTION NO. 15-043

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to Enter Into and Execute a Memorandum of Agreement with Tacoma-Pierce County Health Department Regarding Private Medication Centers

WHEREAS, Pierce Transit may act as a Private Medication Center in the event of an incident that warrants a national public health emergency declaration under the Public Readiness and Emergency Preparedness Act; and

WHEREAS, Pierce Transit may receive and administer pharmaceuticals to employees and their family members and patients at the direction and under the authority of Tacoma-Pierce County Health Department's (TPCHD) Health Officer when TPCHD needs additional surge capacity during a declared emergency; and

WHEREAS, a benefit of operating as a Private Medication Center is that Pierce Transit employees and their families would be better protected from harm and the Agency would keep running smoothly, while public health agencies serve the general public; and

WHEREAS, operating a Private Medication Center will allow Pierce Transit to develop long-lasting relationships with the private sector, non-profits, and government agencies, and the community will be better prepared to respond to a public health emergency; and

WHEREAS, Pierce Transit's partnership with the local health department in medication dispensing reflects a "community" approach to disaster preparedness; and

WHEREAS, as a community partner, the Agency's participation may help prevent disease, illness, and death during a public health disaster and positively impact the social, economic and environmental factors fundamental to good health.

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

Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and execute a Memorandum of Agreement with Tacoma-Pierce County Health Department regarding Private Medication Centers as presented in Exhibit A.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 13th day of July, 2015.

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PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

Memorandum of Agreement Regarding Private Medication Centers

This Memorandum of Agreement (“Agreement” or “MOA”) is entered into by and between the Tacoma-Pierce County Health Department (“TPCHD”) and _____ (“Business” or “Government Agency”).

1. Recitals

TPCHD and its Health Officer coordinate and direct health and medical response during a declared emergency. Rapid or widespread dispensing of antibiotics, vaccines, or antiviral medications (“Pharmaceuticals”) in response to biological, chemical, or technical incidents may be necessary during a declared emergency. TPCHD may provide multiple access points for individuals to receive Pharmaceuticals that support mitigation strategies and response actions to prevent illness and death.

The Health Officer, as a physician authorized by law to prescribe Pharmaceuticals, may delegate authority during a declared emergency to Business or Government Agency through specific written guidelines or protocols for Business or Government Agency to rapidly dispense Pharmaceuticals. Medical personnel are not required to dispense Pharmaceuticals during a declared emergency.

A Medication Center (“MC”) is a location where individuals receive Pharmaceuticals. Multiple MC types may be activated for rapid or widespread dispensing of Pharmaceuticals within Pierce County under the direction of the TPCHD Health Officer. Public MCs and some Private MCs will operate using a non-medical model. Private MCs, which are closed to the general public and are operated by businesses or governmental agencies, provide rapid dispensing of Pharmaceuticals to Business or Government Agency employees and their family members and their patients.

This Agreement identifies the responsibilities of TPCHD and Business or Government Agency with regard to establishment of a Private MC at Business or Government Agency location, transporting and storing Pharmaceuticals, and dispensing Pharmaceuticals to employees and their families and their patients during a declared emergency.

The parties understand and agree that participation in Pharmaceutical dispensing activities is purely voluntary and will occur based on mutual agreement.

2. Purpose

The purpose of this Agreement is to establish a process by which Business or Government Agency receives and administers Pharmaceuticals to employees and their family members and patients at the direction and under the authority of TPCHD’s Health Officer when TPCHD needs additional surge capacity during a declared emergency.

3. Term

The effective date of this Agreement shall be upon the date of signature by TPCHD. This Agreement will remain in effect until terminated by either party as provided in Section 14.

4. Activation

TPCHD may request Business or Government Agency participation in accordance with this Agreement when considering initiation of Pharmaceutical dispensing. Business or Government Agency will provide confirmation in writing of its willingness to participate as soon as possible after receiving a request from TPCHD in response to:

- a) A local or state declared emergency, under chapter 38.52 RCW, requiring a public health and medical response; and
- b) The issuance of an event mission number by the Emergency Management Division of the State Military Department for a public health and medical response or
- c) A declaration of “Public Health Emergency” made by the Secretary of the Department of Health and Human Services under the Public Readiness and Emergency Preparedness Act (PREP Act), 42 U.S.C.A. §247d-6d

5. TPCHD Responsibilities

TPCHD will:

- a) Provide planning and technical assistance to Business or Government Agency including but not limited to supply lists, MC layouts, fact sheets, and dispensing algorithms;
- b) Provide medical screening forms to Business or Government Agency as guidance for implementing dispensing operation;
- c) Provide technical assistance and training, as mutually agreed upon by TPCHD and Business, Government Agency, or Pharmacy;
- d) Activate community-wide mass dispensing plans as necessary;
- e) Notify Business or Government Agency that MC dispensing plans should be implemented;
- f) Request appropriate amounts and type of Pharmaceuticals from local, state or federal sources, including use of Strategic National Stockpile resources;
- g) Request the Washington State Department of Health to deliver Pharmaceuticals to specific addresses as determined by Business, Government Agency, or Pharmacy;
- h) Provide Business or Government Agency with medical protocols regarding dispensing activities including but not limited to, dosing and follow-up procedures;
- i) Provide Business or Government Agency with coordinated messaging regarding the public health emergency situation;
- j) Manage public information activities with regard to the overall health and medical response;
- k) Provide educational materials to Business or Government Agency for the purposes of distributing to all persons receiving Pharmaceuticals in the MCs, which includes but is not limited to documentation related to vaccination storage/handling protocols;
- l) Make arrangements to retrieve any unused medications from Business or Government Agency and collect documentation forms; and
- m) Obtain mission number.

6. Business or Government Agency Responsibilities

Business or Government Agency will procure and maintain for the duration of this Agreement Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate and Public Officials' Legal with limits not less than \$1,000,000 each occurrence and \$3,000,000 aggregate. Business shall provide Certificates of Insurance to TPCHD from an insurer with a current A.M. Best rating of not less than A:VII and executed by an authorized insurance agent evidencing coverage and limits at least as broad as specified above. In the case of a Government Agency the Government agency may maintain an appropriate program of self insurance in an amount sufficient to satisfy its liabilities as if it had maintained commercial insurance consistent with the requirements of this section.

Business or Government Agency will:

- a) Identify the approximate number of Pharmaceutical doses that could be administered by Business or Government Agency in a specified time period and communicate that information to TPCHD in writing;
- b) Identify Business or Government Agency site to receive Pharmaceutical deliveries and communicate site to TPCHD;
- c) Receive and appropriately store Pharmaceutical deliveries at Business or Government Agency identified facility during incidents;
- d) Ensure that Business or Government Agency MCs are open to employees and family members and agency patients;
- e) Based on protocols provided by TPCHD, conduct medical screening of individuals receiving Pharmaceuticals to identify potential contraindications;
- f) Based on protocols provided by TPCHD, dispense Pharmaceuticals;
- g) Provide and/or administer Pharmaceuticals free of charge;
- h) Maintain accurate records of Pharmaceuticals dispensed and remaining inventory;
- i) Track contact information and age of individuals receiving Pharmaceuticals;
- j) Communicate to TPCHD daily during incidents information regarding Pharmaceuticals dispensed and contact information of recipients;
- k) Provide education materials, supplied by TPCHD, to all individuals receiving Pharmaceuticals;
- l) Secure and appropriately store any unused Pharmaceuticals until a time when TPCHD can make arrangements for retrieval;
- m) Participate, as appropriate, in TPCHD sponsored mass dispensing training and exercises; and
- n) Qualify and maintain qualification of all Business or Government Agency personnel working under this Agreement as Emergency Workers within the TPCHD jurisdiction pursuant to chapter 38.52 RCW and any other applicable statute, regulation or law in order to obtain liability and workers compensation protection.

7. Cost and Payment

Business or Government Agency shall not charge for Pharmaceuticals or services provided under this Agreement.

8. Immunity, Indemnifications, and Limitations.

If this Agreement has been triggered as provided in Section 4, immunity and indemnification are provided under RCW 38.52.180 for activities within the scope of assigned responsibilities and under the direction of the local emergency management organization. Immunity and indemnification do not apply to gross negligence, willful or wanton misconduct, or acts outside the scope of the assigned responsibilities or not under the direction of the local emergency management organization.

If the above paragraph does not apply, each party agrees to be responsible and assume tort liability for its own wrongful acts or omissions, or those of its officers, agents or employees to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such tort liability. In the case of negligence or wrongful acts by both the Local Health Jurisdiction and the business, government agency or pharmacy, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from the other party. The indemnification by each of the parties does not cover the negligent or wrongful acts of third parties.

If this Agreement has been triggered after a federal public health emergency declaration by the Secretary of the Department of Health and Human Services under the PREP Act, immunity under state and federal law will extend to covered persons involved in dispensing, distributing, and administering countermeasures/prophylaxis under 42 U.S.C.A. §247d-6d. Immunity under the PREP Act does not apply to willful misconduct or acts conducted outside the scope of the declaration.

9. Information Sharing

Business or Government Agency will provide TPCHD with information TPCHD deems necessary for documentation of the actions taken and services provided under this Agreement, all of which is available under the public health exemption of HIPAA, 45 CFR §164.512(b), and the Health Care Information Act, RCW 70.02.050(2)(a).

TPCHD will advise Business or Government Agency of the information needed to protect the public health and to prevent or control disease, injury or disability and will only request the information necessary to protect the public health and to prevent or control disease, injury or disability.

10. Audit

TPCHD retains the right to audit all documentation related to Pharmaceutical storage and administration in accordance with TPCHD storage/handling and administration protocols.

11. No Third Party Beneficiaries

This Agreement is entered into solely for the mutual benefit of the parties. This Agreement is not entered into with the intent that it shall benefit any other person or entity and no other such person or entity shall be treated as a third-party beneficiary of this Agreement.

12. Severability

The provisions of this Agreement are hereby declared to be separate and severable, and the invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Agreement or the invalidity of its application to any person or circumstance shall not affect the validity of its application to other persons and circumstances.

13. Dispute Resolutions

If a dispute between the parties to this Agreement arises out of or related to this Agreement, or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation. If this Agreement has been immediately terminated due to a breach, the termination remains in effect unless and until the dispute resolution is resolved favorably for the breaching party. This Agreement shall be governed by and construed according to the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

14. Termination

Either party can terminate this Agreement by providing written notice to the other party no less than thirty (30) calendar days prior to the desired termination date.

15. Notices

Whenever this Agreement requires notice to be provided by one party to the other, such notice shall be in writing and directed to the authorized representative(s) identified below (or such successor authorized representative as a party may later identify in writing):

On behalf of TPCHD

Cindy Miron
3629 South D Street
Tacoma, WA 98418-6813
Phone: (253) 798-6556
Fax: (253) 798-7627

On behalf of the Business, Government Agency, or Pharmacy

Name: _____
Address: _____
Phone: (____) ____-_____
Fax: (____) ____-_____

Business or Government Agency agrees to appoint and provide contact information for a designated authorized representative to serve as liaison to TPCHD for all purposes under this Agreement. Business or Government Agency further agrees to notify TPCHD in writing of name and/or address changes for the authorized representative.

16. Assigning or Subcontracting

Business or Government Agency shall not assign, transfer, subcontract, or encumber any rights, duties, or interest accruing from this Agreement without the express written consent of TPCHD, which consent may be withheld in the sole discretion of TPCHD.

17. Independent Contractor

Business or Government Agency is and shall be at all times during the term of this Agreement an independent contractor.

18. Entire Agreement/Modifications

This Agreement, together with attachments or addenda, represents all the terms and conditions agreed upon by the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

Date _____

Date _____

Tacoma-Pierce County Health Department

Business, Government Agency, or Pharmacy

Anthony L-T Chen, MD, MPH
Director of Health/Health Officer

By: _____
Its: _____

Invitation to Become a Private Medication Center

Supporting Public Health by Dispensing Emergency Medications
to Employees & their Families



Medical Emergency: What to Expect?

Medication Centers: Enhanced Protection During Public Health Emergencies

Medication centers are locations where medications from the federal Strategic National Stockpile can be provided to affected persons during a medical emergency, such as a disease outbreak or terrorist attack. By becoming a *Private Medication Center*, you will receive and dispense medications from the federal stockpile directly to your employees and their families.

Employees will feel secure in knowing that their organization has taken steps to ensure they and their families will be protected during a public health emergency. This knowledge may generate an increased sense of commitment and loyalty. Operating a Private Medication Center also enhances the resiliency of your organization by reducing the need for employees to take time off work to care for their own illness or that of a family member; or to wait in long lines at Public Medication Centers. In addition, you will help minimize the impact of the emergency on the community and save lives.

The Strategic National Stockpile

The Strategic National Stockpile (SNS) is a federally managed supply of medications and medical supplies intended for use during emergency situations such as a bioterrorism attack or natural disaster.

Within 12 to 24 hours, the Centers for Disease Control and Prevention (CDC) can deploy a large shipment from the SNS, known as a 'push-pack', anywhere in the United States or its territories, to supplement and re-supply state and local health and medical resources. After this initial shipment, additional resources items from the SNS may follow.

State and local public health agencies have plans in place to receive shipments from the SNS and distribute their contents to the community quickly and efficiently. In addition, your local health department is part of the Cities Readiness Initiative (CRI) - a federal program that helps metropolitan areas increase their capacity to rapidly deliver medicines and medical supplies during large-scale public health emergencies. The use of **Private Medication Centers** is just one of many dispensing strategies planned to deliver medication to 100 percent of the affected population within 48 hours of the decision to do so. Collaboration between public health, government, Private industry and non-profit organizations is a crucial part of this planning effort.

What to Expect?

SCENARIO



Your local health department is prepared to protect citizens from the health impacts of a wide range of emergencies and disasters. A bioterror attack like the following could be one scenario where Private Medication Centers are activated.

Whether by accident or part of a terrorist attack, a biological agent such as anthrax has been released and millions of people across the nation are at risk, including those in your community. People need preventive medications immediately, so the Centers for Disease Control and Prevention ships supplies from its Strategic National Stockpile to locations within Washington state.

Public health agencies activate long-standing and well rehearsed plans to dispense the medicine at public sites. But even with extensive preparation, the number of people requiring medication may overwhelm traditional dispensing sites.

As a **Private Medication Center**, you are able to activate your Private Medication Center Plan and dispense preventive medications to your employees and their families, avoiding the need for them to visit crowded public sites. With important paperwork already on file, the process is quick and easy. Your employees and their families are protected from harm and your organization keeps running smoothly, while public health agencies serve the general public.

Understanding the Dispensing Process

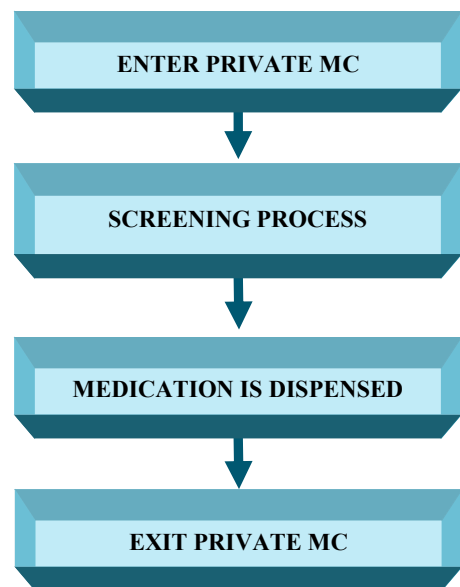
Private vs. Public Medication Centers

Below are the two different types of medication centers:

- ♦ A **PRIVATE** Medication Center is a location operated by a Private business, government agency, or non-profit organization. These organizations have decided to pass out emergency medications to a specific population (i.e. their employees and their families). Private Medication Centers are not open to the general public.
- ♦ A **PUBLIC** Medication Center is a location operated by a local public health agency or pharmacy that is open to everyone who lives or works in that community.

Each site has been evaluated to ensure that it is appropriate for such use, and plans have been developed for all aspects of the response including:

- ♦ Communicating with the public
- ♦ Communicating between emergency responders (police, fire and emergency medical services)
- ♦ Transportation of medicines and supplies to each site
- ♦ The flow pattern of dispensing at each site
- ♦ Security and safety precautions
- ♦ Staffing for the site, including professionals and volunteers
- ♦ Necessary supplies



A sample flow pattern at a Public Medication Center.

Protecting Employee's Families

Your local health department and healthcare coalition are inviting your organization to become part of a growing network of large employers and businesses across the Puget Sound region that will serve as Private Medication Centers. Though there is no requirement to become a Private Medication Center, it may greatly increase buy-in and support from your employees. During any emergency, your employees are most concerned about the health, safety, and protection of their loved ones. Family members will form the support structure that allows your staff to continue working as the community endures and recovers from an emergency. For this reason, we recommend that you plan to provide medications to your employees' families as well. Family members need not visit your office to receive medications. They can fill out a screening form at home and the employee can pick up medications for their entire family.

The exact definition of a family member is determined by you. Definitions might include anyone claiming residence at the employee's household, those individuals identified as dependents on the employee's tax forms or insurance coverage, or an employee plus a specified number (one, three, five, etc.) of immediate family members. Regardless of the approach you adopt, your decision should be clearly communicated to employees and included in your organization's emergency plan.



Establishing Responsibilities

Public Health Responsibilities

Your local health department, in coordination with the local healthcare coalition, will work closely with your organization to ensure that you have the necessary information and resources to establish a Private Medication Center (MC). As with all preparedness activities, the more we communicate and exercise our response plans now, the better we will respond if an emergency occurs.

Local Public Health Responsibilities:

- ◆ Provide planning and technical assistance, including but not limited to policies, procedures, and job aids such as example Private MC layouts, fact sheets, dispensing algorithms, forms, and other information necessary to successfully operate a Private MC
- ◆ Provide medication, forms, and instructions during an emergency
- ◆ Provide 24-hour emergency contact information for your local health department
- ◆ Provide your organization with technical assistance and oversight, as needed, to effectively run a Private MC
- ◆ Notify your organization of the need to activate your Private MC plan
- ◆ Provide media guidance during the emergency to ensure consistency of messages between your organization and the general public
- ◆ Collect any unused medications as well as copies of all medical documentation after the dispensing process has been completed and the Private MC has been deactivated



Establishing Responsibilities

Your Organization's Responsibilities

Your local Health Department will help you prepare to set up your Private Medication Center, but there are steps you must take to ensure the proper plans are in place to establish and operate a Private Medication Center (MC) efficiently. Responsibilities include the following:

- ◆ Designate staff to work with your local health department in planning for the operation of a Private MC
- ◆ Provide primary and secondary 24-hour emergency points of contact to ensure timely notification and activation of your Private MC
- ◆ Develop a Private MC plan and provide a copy and periodic updates to your local health department
- ◆ Identify Private MC locations for your organization
- ◆ Maintain the necessary supplies and equipment needed to operate a Private MC
- ◆ Dispense medications following protocols and guidance provided by your local health department
- ◆ Participate in predetermined and agreed upon training and exercise opportunities provided by your local health department



Requirements to be Eligible to Receive Medication

There are several ways organizations can access medications. Your local health department has developed criteria to determine the various ways medications will be distributed. To qualify, your organization must provide goods or services. Additional information will be provided based on the category your organization belongs to.

Ways to Access Medications

- ◆ Direct shipment to a central delivery site
- ◆ Picking up at a designated pick-up location

How to Qualify for Direct Shipment

- ◆ Have the ability to dispense medications to 1000 or more patients
- ◆ Have medical personnel with the ability to screen for medical contraindications and dispense medications to patients*
- ◆ Have the ability to receive medications at a central delivery site and distribute across your entire system.*
- ◆ Have a signed agreement with your local health department

How to Qualify for Pre-arranged Pick-up

- ◆ Have the ability to dispense medications to 100 – 1000 patients
- ◆ Can request quantities in increments of 100
- ◆ Have medical personnel with the ability to screen for medical contraindications and dispense medications to patients*
- ◆ Have a signed agreement with your local health department
- ◆ Have designated someone to pick up medications for your facility and their contact information is on file with your local health department

Plan Development Checklist

Developing a plan to dispense medication to a large number of people at first glance appears to be extremely challenging, especially for non-health professionals. Rest assured that your local health department understands the challenges you face and is committed to walking you through the process, step by step to help you develop a comprehensive, responsive Private Medication Center (MC) plan that not only supports your organization but supports our overall community mass dispensing efforts. Your planning process will include:

☐ **Determining who Your Site will Serve**

- ◆ Decide whether you will accommodate employees' families
- ◆ Define the term family member (e.g. reported to the IRS, household members, etc.)
- ◆ Determine how many total staff and family members will be served to estimate the amount of medication needed

☐ **Appointing a Planning Committee**

- ◆ Consider including human resource personnel, continuity managers, medical advisors, logistics specialists, security staff and your local public health liaison

☐ **Determining Staffing & Structure**

- ◆ These individuals could be chosen from your Private MC Committee
- ◆ Regardless of your number of Private MC, each Private MC must have a person in charge, who is capable of managing large numbers of people in extenuating circumstances, and should be familiar with your staff and/or members, your organization and their needs

☐ **Identifying a Dispensing Location & Design**

- ◆ Identify a secure room that can be utilized for medication or vaccines and supplies storage
- ◆ Dispensing areas should have:
 - ◇ Separate entrance and exit
 - ◇ Easily identifiable by all employees
 - ◇ Able to accommodate tables, chairs and large numbers of people
 - ◇ Place to secure medications and supplies
 - ◇ Able to accommodate people with disabilities

☐ **Determining Security Needs & Capabilities**

- ◆ Consider your current security resources and capabilities and determine if additional security will be needed in an emergency to protect your facility and staff

Plan Development Checklist

- **Identifying, Purchasing, and Storing Necessary Supplies**
 - ◆ Office supplies, tables, chairs, bags or envelopes, and medical supplies
- **Developing Dispensing Plans & Procedures**
 - ◆ If you decide to become a Private Medication Center, your local health department will provide you with a step-by-step planning workbook to prepare your organization for a public health emergency
- **Developing Communication & Messaging Systems**
 - ◆ Before the event, establish an awareness campaign that informs your employees of your agency's partnership with the local health department
 - ◆ Prepare activation and informational messages before an event, so that your communications coordinator may access and post messages rapidly
 - ◆ Educate your employees on the plan

Interested in Becoming a Private MC?

Please contact your local health department for more information on enrollment and the planning process. If you are a pharmacy and have signed the Washington Statewide Pharmacy Memorandum of Understanding, you are already enrolled.

Medical Countermeasures Points of Contact:

King County

Ali Jaffe-Doty
Public Health - Seattle & King County
(206) 263-8726
Alison.jaffe-doty@kingcounty.gov

Pierce County

Cindy Miron
Tacoma - Pierce County Health Department
(253) 798-6556
cmiron@tpchd.org

Snohomish County

Nancy Furness
(425) 339-8612
Snohomish Health District
nfurness@shd.snohomish.wa.gov

Kitsap County

Jessica Guidry, MPH, CHES
Kitsap Public Health District
(360) 337-5267 office
jessica.guidry@kitsappublichealth.org

Northwest Healthcare Response Network

Www.nwhrn.com
(206) 263-8715

Your local health department would like to thank you for taking the time to examine these materials and consider taking the first step toward become a Private Medication Center. By developing long-lasting relationships with the Private sector, non-profits, and government agencies, our community will be better prepared to respond to a public health emergency.

The local health department is responsible for preparing your region for medical emergencies and disasters. We work with government agencies, Private industry, non-profit organizations, and the general public to improve our capabilities and better understand roles and responsibilities.

Your partnership with the local health department in medication dispensing reflects a “community” approach to disaster preparedness. As a community partner, your participation may help prevent disease, illness, and death during a public health disaster and positively impact the social, economic and environmental factors fundamental to good health.



Frequently Asked Questions

Q: How much is it going to cost?

A: During a public health disaster, an organization operating as a Private Medication Center (MC) would receive medications from your local health department to treat all designated persons within the organization's Private MC plan free of charge. Each participating organization will have to develop a Private MC plan.

Q: When would an organization be asked to activate the Private MC plan and dispense medications?

A: During disease outbreaks, it is critical that we maximize the efficiency of our existing pharmacy and healthcare infrastructure to meet the medication needs of our population. However, if a public health disaster becomes a community-wide incident, your local health department may activate Private MC plans and request participating organizations to stand ready to receive and dispense medications. We anticipate this would only occur during incidents that warrant a national public health emergency declaration under the Public Readiness and Emergency Preparedness Act.

Q: How will we be notified during an incident?

A: Your local health department will use multiple mechanisms to notify partners. We are asking all organizations to provide main contacts who can be included into our emergency notification system. The notification system sends messages through multiple channels: text, voicemail, and e-mail. In addition, your local health department Medical Countermeasures Branch Chief will notify all partners via e-mail to join conference calls at designated times to receive briefings on the situation and instructions going forward.

Q: Who operates the Private Medication Center?

A: Occupational Health staff and employee volunteers within your organization will operate the Private MC, following guidance and support tools provided by your local health department. If you do not have Occupational Health staff, you will need to contract with an agency who can provide this service.

Q: What about employees who commute long distances to and from work?

A: As a Private Medication Center, you should expect to provide medications to all employees and possibly their families. Medications should be made available to long-distance commuters, but they are NOT required to attend your Private MC. It may be more convenient for these individuals to attend Public Medication Center near their residences. In any case, you should plan for each and every employee.

Q: What happens after dispensing operations are completed?

A: After your Private Medication Center has completed its operations, you will need to provide the following to your local health department:

- ◆ Any unused medications
- ◆ Copies of all health assessment forms
- ◆ Copies of any incident reports