



**PIERCE TRANSIT BOARD MEETING**  
**Training Center, Rainier Room**  
**3720 96<sup>th</sup> Street SW, Lakewood, WA**  
**December 12, 2016, 4:00 PM**

**AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**SPECIAL BUSINESS**

1. FS 16-073, A Resolution Awarding a  
Care-a-Van Vehicle to Tacoma Housing Group Tim Renfro  
ADA Eligibility Administrator
2. FS 16-074, A Resolution Awarding a  
Care-a-Van Vehicle to Homeward Bound Tim Renfro  
ADA Eligibility Administrator

**PRESENTATIONS**

- November 2016 Operator of the Month ~ Trish Macomber  
Transit Operator Assistant Manager  
Diane Allen

**PUBLIC COMMENT**

*(Citizens wishing to provide comment will be given three minutes to comment on any transit-related matters regardless of whether it is an agenda item or not. The Chair, at his or her discretion, may reduce the period of time allowed to provide comment to allow sufficient time for the Board to conduct business.)*

**CONSENT AGENDA**

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

1. Approval of Vouchers, December 1, 2016
2. Third Quarter Sole Source Report
3. Minutes: Special Study Session Meeting of November 14, 2016; Regular Board Meeting of November 14, 2016 and Special Board Meeting of November 23, 2016
4. FS 16-075, A Resolution Acknowledging Pierce Transit Board of Commissioners Review, Consideration, and Approval of the Title VI Service Equity Analysis for Route 495

5. FS 16-076, Adopting the Annual Budget for Fiscal Year 2017

6. FS 16-077, Authority to Execute a Sole Source Renewal Agreement for Microsoft Premier Services for 2017

### **ACTION AGENDA**

1. FS 16-078, A Resolution Approving Implementation of Alternative 2 of the Comprehensive Network Analysis and Acknowledging Pierce Transit Board of Commissioners Review, Consideration, and Approval of the Title VI Service Equity Analysis of Alternative 2

Peter Stackpole  
Service Planning Assistant Manager

2. FS 16-079, A Resolution Authorizing Execution of an Interlocal Agreement with the Pierce County Sheriff's Department (PCSD) for Law Enforcement Services as Amended

Doug Middleton  
Executive Director of Maintenance

### **STAFF UPDATES/DISCUSSION**

- CEO's Report

Sue Dreier

### **INFORMATIONAL BOARD ITEMS**

- Chair Report  
Appreciation for Pat McCarthy

Chair Keel

- Sound Transit Update
- Commissioners' Comments

Commissioners Strickland or McCarthy

### **EXECUTIVE SESSION**

### **ADJOURNMENT**

## FACT SHEET

TITLE: A Resolution Donating a Vehicle to the Tacoma Housing Development Group

DIVISION: Specialized Transportation

ORIGINATOR: Tim Renfro, ADA Eligibility Administrator

PRECEDING ACTION:

Resolution 15-061 Creating the Care-a-Van Program for Granting Surplus Vehicles to Qualifying Not-for-Profit Organizations

COORDINATING DEPARTMENT: ADA; Fleet Maintenance

APPROVED FOR SUBMITTAL:

\_\_\_\_\_  
Chief Financial Officer

APPROVED FOR AGENDA:

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

ATTACHMENTS:

Proposed Resolution  
Exhibit A, Care-a-van Grant Program Agreement

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### BUDGET INFORMATION

2016 Budget Amount  
\$0

Required Expenditure  
\$0

Impact  
\$(4,020)  
Estimated value if vehicle auctioned

Explanation: The following vehicle has been identified by the Maintenance Department as being appropriate for donation through the Care-a-van program. The values indicated are estimated by Kelley Blue Book for a vehicle with the same miles in "good condition" if sold at Auction:

- 2006 Ford E350
- VIN: 1FBSS31L26DA24707
- Mileage: 140,542
- Estimated value at auction: \$4,020

## BACKGROUND

In accordance with Resolution 15-061, the Board of Commissioners created the Care-a-van program that provides for the donation of surplussed vehicles to certain not for profit organizations. In turn, these organizations utilize the vehicle to defray the cost of Pierce Transit's service, by providing trips that would otherwise be provided by Pierce Transit, including some trips that may be SHUTTLE eligible.

After review and a competitive assessment of the applications, staff recommends the award of the above-described Care-a-van vehicle to the Tacoma Housing Development Group. This organization has the financial capacity to follow all state and federal laws regarding maintaining and insuring the vehicle and has provided a description of how the vehicle will meet the transportation needs of Pierce County residents and visitors. This not for profit organization is capable and willing to sign a contract substantially the same as Exhibit A hereto. The organization's mission statement and a description of the type of trips their van will provide follows:

***The Tacoma Housing Development Group's Mission***—Provide high quality stable and sustainable housing and support services for people in need. "We do this in ways that helps them prosper and help our communities become safe, vibrant, attractive, prosperous, and just." This program serves low income seniors and individuals with disabilities by providing high quality housing and support services for people in need. The type of trips the program offers may include grocery shopping, access to medical appointments, and access to social activities. The organization plans to provide approximately of 100 monthly trips over the next year.

## ALTERNATIVES:

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

## RECOMMENDATION:

Approve Resolution No. 16-044, donating a vehicle to the Tacoma Housing Development Group.

## RESOLUTION NO. 16-044

A RESOLUTION of the Board of Commissioners of Pierce Transit Donating a Vehicle to the Tacoma Housing Development Group

WHEREAS, By Resolution No. 15-061, the Pierce Transit Board of Commissioners adopted the Care-A-Van Program pursuant to which the Agency may donate an otherwise surplussed vehicle to a qualified non-profit organization, provided that the recipient organization agrees, among other contractual requirements, to maintain and insure the vehicle and provide and report on a certain level of transportation services to Pierce County residents and visitors sufficient to cover the approximate value of the surplus vehicle if it were otherwise sold at auction; and

WHEREAS, an application has been submitted by the Tacoma Housing Development Group for donation of a surplus vehicle from the Care-A-Van Program; and

WHEREAS, the Tacoma Housing Development Group is a qualified social service agency organized under and existing pursuant to the laws of the State of Washington; and

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

WHEREAS, Pierce Transit has a surplus 2006 Ford E350 Van, VIN no. 1FBSS31L26DA24707 ("the Van"), and Pierce Transit's Maintenance Department recommends that the Van be surplussed and has determined that the Van is appropriate for donation through the Care-A-Van program; and

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

WHEREAS, the Tacoma Housing Development Group is an organization that creates employment opportunities for people with disabilities and other disadvantaged individuals; and

WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of Pierce County that the Van be granted to the Tacoma Housing Development Group.

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

1. The Van (VIN 1FBSS31L26DA24707) is hereby surplussed.

2. The Van is hereby donated to the Tacoma Housing Development Group pursuant to the terms and conditions in substantially the same form as the Care-A-Van Grant Program Agreement attached hereto as Exhibit A.

3. Once the Tacoma Housing Development Group agrees to all terms of the Pierce Transit's Care-A-Van Grant Program Agreement, Pierce Transit staff is authorized to transfer title of said vehicle to Tacoma Housing Development Group.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the twelfth day of December, 2016.

## PIERCE TRANSIT

Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC  
Clerk of the Board

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

THIS AGREEMENT (“Agreement”) dated as of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”) is made by and between Pierce County Public Transportation Benefit Area, a Washington municipal corporation (“Pierce Transit”) and Tacoma Housing Authority a Washington nonprofit corporation with the mission of providing housing and access to services and support for low income seniors, and individuals with disabilities (the “Recipient”)(individually, a “Party” and collectively, the “Parties”) with reference to the following facts:

RECITALS

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

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

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

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

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

WHEREAS, Recipient submitted an application to the Pierce Transit Board of Commissioners (“Application”) for a surplus vehicle that Recipient intends to use to provide 100 (#) trips per month for a term of twelve (12) consecutive months (the “Term”) commencing on the Effective Date to individuals who live, work or travel within Pierce County, which transportation services would, if provided by Pierce Transit, exceed the value the vehicle would otherwise have generated had Pierce Transit disposed of the vehicle at public auction; and

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

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

### AGREEMENT

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

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

Make: Ford

Year: 2006

Model: E350

VIN: 1FBSS31L26DA24707

Estimated Kelley Bluebook Value if sold at public auction in "good" condition: \$4,020

Mileage: 140,542

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

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



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

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

(a) use the Vehicle solely to provide a minimum of 100 trips per month for twelve consecutive months providing transportation services for passengers who live, work, or travel within Pierce County as described in Recipient’s application for grant of vehicle at Sec. 2, “Description of Proposed Vehicle’s Use” which is attached hereto as Exhibit A and by this reference incorporated herein. All trips must have an origin or destination within Pierce County. Recipient shall not use the Vehicle to provide general transportation services beyond those described in Section 2 and Exhibit A. Recipient shall not use the Vehicle for any other purpose during the Term of this Agreement without the prior written consent of Pierce Transit, which consent may be granted or withheld by Pierce Transit in its sole discretion.

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

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

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

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

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

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

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

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

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

6. Insurance and Security.

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

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

7. Indemnification.

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

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

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

8. Damage or Destruction of Vehicle. In the event that the Vehicle is damaged or destroyed for any reason during the Term of this Agreement, Recipient shall immediately notify Pierce Transit of the occurrence and the extent of the damage and availability of insurance proceeds to repair or replace the

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

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

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

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

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

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

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

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

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

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

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

10. Miscellaneous.

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

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

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

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

(e) The Parties acknowledge that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the product of the Parties' negotiations. Each Party represents and warrants that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties intend that this Agreement is deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement, therefore, should not be construed against any Party on the grounds that such Party drafted or was more responsible for drafting such provision.

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

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

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

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

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

If to Pierce Transit:

Tim Renfro, ADA Administrator  
3701 96<sup>th</sup> St. SW  
Lakewood, WA 98499-4431

With copies to:

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

If to Recipient :

Karen K. Bunce  
Tacoma Housing Authority  
902 South L Street  
Tacoma, WA 98405

With a copy to:

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

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

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

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

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

PIERCE TRANSIT

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

RECIPIENT

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## EXHIBIT A

### Description of Proposed Vehicle's Use

## EXHIBIT B

### Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

## FACT SHEET

TITLE: A Resolution Authorizing the Donation of a Vehicle to Homeward Bound of Puyallup

DIVISION: Specialized Transportation

ORIGINATOR: Tim Renfro, ADA Eligibility Administrator

PRECEDING ACTION:

Resolution 15-061 Creating the Care-a-van Program for Granting Surplus Vehicles to Qualifying Not-for-Profit Organizations

COORDINATING DEPARTMENT: ADA; Fleet Maintenance

APPROVED FOR SUBMITTAL:

\_\_\_\_\_  
Chief Financial Officer

APPROVED FOR AGENDA:

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

ATTACHMENTS:

Proposed Resolution  
Exhibit A, Care-a-van Grant Program Agreement

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### BUDGET INFORMATION

2016 Budget Amount  
\$0

Required Expenditure  
\$0

Impact  
\$(2,417)

Explanation: The following vehicle has been identified by the Maintenance Department as being appropriate for donation through the Care-a-van program. The value indicated is an estimate by Kelley Blue Book for a vehicle with the same miles in "good" condition if sold at Auction:

- 2005 Ford E 350
- VIN: 1FBSS31L35HB07988
- Mileage: 140,596
- Estimated value at auction: \$2,417

BACKGROUND:

By Resolution 15-061, the Board of Commissioners created the Care-a-van program that provides for the donation of surplussed vehicles to certain non-profit organizations expected to utilize the vehicle to defray the cost of Pierce Transit's service, since many of those organizations would be providing trips that would otherwise be provided by Pierce Transit, including trips that may be SHUTTLE eligible. Through the Care-a-van vehicle donation program, interested non-profit organizations have applied for the surplus vehicles through a competitive selection process. After review and a competitive assessment of the applications, staff recommends the award of a Care-a-van vehicle to the following organization:

***Homeward Bound of Puyallup***—In East Pierce County there are no homeless shelters but there are a number of churches that provide shelter during the cold months. Getting to and from these decentralized services can be a challenge for the program participants. Homeward Bound serves an ethnically diverse adult homeless population and plans to provide transportation services to help their clientele access shelter, the day job center, job preparation programs, AA meetings, and to do voluntary community service such as picking up litter.

After review and a competitive assessment of the applications, staff recommends the award of a Care-a-van vehicle to Homeward Bound of Puyallup, a partner with the New Hope Resource Center. This organization has the financial capacity to follow all state and federal laws regarding maintaining and insuring the vehicle and has provided a description of how the vehicle will meet the transportation needs of Pierce County residents and visitors. This not for profit organization is capable and willing to sign a contract substantially the same as Exhibit A hereto.

ALTERNATIVES:

An alternative would be to not award one or more of this vehicles, in which case, staff will need to market this vehicle to another organization.

RECOMMENDATION:

Approve Resolution No. 16-045, authorizing the donation of a vehicle to Homeward Bound of Puyallup.

## RESOLUTION NO. 16-045

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Donation of a Vehicle to Homeward Bound of Puyallup

WHEREAS, By Resolution No. 15-061, the Pierce Transit Board of Commissioners adopted the Care-A-Van Program pursuant to which the Agency may donate an otherwise surplussed vehicle to a qualified non-profit organization, provided that the recipient organization agrees, among other contractual requirements, to maintain and insure the vehicle and provide and report on a certain level of transportation services to Pierce County residents and visitors sufficient to cover the approximate value of the surplus vehicle if it were otherwise sold at auction; and

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

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

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

WHEREAS, Pierce Transit has a surplus 2005 Ford E350 Van, VIN no. 1FBSS31L35HB07988 ("the Van"), and Pierce Transit's Maintenance Department recommends that the Van be surplussed and has determined that the Van is appropriate for donation through the Care-A-Van program; and

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

WHEREAS, Homeward Bound of Puyallup is an organization that creates employment opportunities for people with disabilities and other disadvantaged individuals; and

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

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

1. The Van (VIN 1FBSS31L35HB07988) is hereby surplussed.

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

4           3. Once Homeward Bound of Puyallup agrees to all terms of the Pierce Transit's Care-A-Van Grant  
5 Program Agreement, Pierce Transit staff is authorized to transfer title of said vehicle to Homeward Bound  
6 of Puyallup.

7           ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
8 the twelfth day of December, 2016.

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PIERCE TRANSIT

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Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

\_\_\_\_\_  
Deanne Jacobson, CMC  
Clerk of the Board

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

THIS AGREEMENT (“Agreement”) dated as of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”) is made by and between Pierce County Public Transportation Benefit Area, a Washington municipal corporation (“Pierce Transit”) and Homeward Bound of Puyallup and New Hope Resource Center a Washington nonprofit corporation with the mission of providing access to services and support for homeless and low income adults (the “Recipient”)(individually, a “Party” and collectively, the “Parties”) with reference to the following facts:

RECITALS

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

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

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

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

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

WHEREAS, Recipient submitted an application to the Pierce Transit Board of Commissioners (“Application”) for a surplus vehicle that Recipient intends to use to provide 100 (#) trips per month for a term of twelve (12) consecutive months (the “Term”) commencing on the Effective Date to individuals who live, work or travel within Pierce County, which transportation services would, if provided by Pierce Transit, exceed the value the vehicle would otherwise have generated had Pierce Transit disposed of the vehicle at public auction; and

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



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

### AGREEMENT

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

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

Make: Ford

Year: 2005

Model: E350

VIN: 1FBSS31L35HB07988

Estimated Kelley Bluebook Value if sold at public auction in "good" condition: \$2,417

Mileage: 140,596

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

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

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

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

(a) use the Vehicle solely to provide a minimum of 100 trips per month for twelve consecutive months providing transportation services for passengers who live, work, or travel within Pierce County as described in Recipient’s application for grant of vehicle at Sec. 2, “Description of Proposed Vehicle’s Use” which is attached hereto as Exhibit A and by this reference incorporated herein. All trips must have an origin or destination within Pierce County. Recipient shall not use the Vehicle to provide general transportation services beyond those described in Section 2 and Exhibit A. Recipient shall not use the Vehicle for any other purpose during the Term of this Agreement without the prior written consent of Pierce Transit, which consent may be granted or withheld by Pierce Transit in its sole discretion.

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

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

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

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

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

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

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

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

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

6. Insurance and Security.

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

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

7. Indemnification.

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

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

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

8. Damage or Destruction of Vehicle. In the event that the Vehicle is damaged or destroyed for any reason during the Term of this Agreement, Recipient shall immediately notify Pierce Transit of the occurrence and the extent of the damage and availability of insurance proceeds to repair or replace the

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

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

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

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

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

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

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

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

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

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

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

10. Miscellaneous.

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

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

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

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

(e) The Parties acknowledge that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the product of the Parties' negotiations. Each Party represents and warrants that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties intend that this Agreement is deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement, therefore, should not be construed against any Party on the grounds that such Party drafted or was more responsible for drafting such provision.

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

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

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

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

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

If to Pierce Transit:

Tim Renfro, ADA Administrator  
3701 96<sup>th</sup> St. SW  
Lakewood, WA 98499-4431

With copies to:

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

If to Recipient :

With a copy to:

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

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

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

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

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

PIERCE TRANSIT

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

RECIPIENT

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



DATE: \_\_\_\_\_

## EXHIBIT A

### Description of Proposed Vehicle's Use

## EXHIBIT B

### Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

# THIRD QUARTER 2016

Report to Board of Commissions

Sole Source Over \$10,000

Contracts and Amendments - \$100,000 to \$200,000

| Sole Source Over \$10,000  |  |  |           |           |
|--|--|--|-----------|-----------|
| Name   | Description/Project  | Explanation  | Amount    | Eff. Date |
| Franklin Covey   | Training software  | Provides access, facilitator resources and member-only pricing for training materials, videos, webinars and custom solution design. Only licensed provider of these training materials.    | \$50,000  | 9/2/2016  |
| Northwest Tower Engineering  | Updates to engineering drawings                                  | Modification or updates to existing site drawings for construction, permitting and inspection at several communication sites. Vendor holds drawings for most sites used by Pierce Transit. | \$80,000  | 9/16/2016 |
| MConsulting  | Security and system operations consultant                        | Vendor designed site security system for Motorola. Their experience with the product they developed will ensure successful implementation and transition.                                  | \$55,000  | 9/26/2016 |
| Contracts and Amendments over \$100,000 and below \$200,000 awarded from 7/1/16 -9/30/16 |  |  |           |           |
| Name   | Description/Project  | Explanation  | Amount    | Eff. Date |
| First Transit  | Time extension/price adjustment                                  | One year contract extension and annual price adjustment per Seattle/Tacoma & Bremerton CPI of 1.4% and Tacoma's new minimum wage and paid leave laws.                                      | \$120,000 | 7/1/2016  |
| United Site Services   | Passenger/employee amenities at Transit Centers and Park & Rides | Portable toilet rental and maintenance   | \$130,000 | 9/1/2016  |

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

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

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

**November 14, 2016**

**CALL TO ORDER**

Chair Keel called the meeting to order at 3:06 pm.

Commissioners present:

Daryl Eidinger, City of Edgewood Mayor (*representing Fife/Milton/Edgewood*)  
Kent Keel, City of University Place Mayor Pro Tem  
Nancy Henderson, Town of Steilacoom Councilmember  
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)  
Don Anderson, City of Lakewood Mayor (*arrived at 3:09 p.m*)

Commissioners excused:

Ryan Mello, City of Tacoma Councilmember  
Heather Shadko, City of Puyallup Councilmember  
Marilyn Strickland, Mayor of the City of Tacoma  
Pat McCarthy, Pierce County Executive  
Rick Talbert, Chair of the Board, Pierce County Councilmember

Staff present:

Sue Dreier, Chief Executive Officer  
Dana Henderson, General Counsel  
Deanne Jacobson, Assistant to the CEO/Clerk of the Board  
Kristol Bias, Records Coordinator/Deputy Clerk of the Board

**DISCUSSION**

**2017 Proposed Budget**

Finance Manager, Kathy Sullivant provided an overview of Pierce Transit's 2017 Proposed Budget (*Commissioner Anderson arrived at 3:09 pm*), with Project Management Office Manager, Heidi Soule providing the Capital Budget portion of the overview.

Overview demonstrated the agency's budget being balanced, meeting reserve requirements and sustainable over the next six years.

A short discussion ensued with regards to revenue and expenditure estimates, potential reserve vehicle income, shuttle impacts and electric bus acquisition.

Commissioner Anderson requested an estimate on the potential long-term financial effects of the agency's electric bus acquisition.

Chair Keel noted that the financial system is currently being worked on by agency staff and will go out for RFP next week. The implementation phase will occur in approximately one year, to which Chair Keel requested a periodic update on the progress.

Next steps for the 2017 proposed budget include a public hearing at today's November 14, 2016 Board meeting with final budget adoption at the December 12, 2016 Board meeting.

### **ADJOURNMENT**

Commissioners Keel and Anderson **moved** and seconded to adjourn the meeting at 3:36 pm.

Motion **carried**, 4-0.

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Deanne Jacobson  
Assistant to the CEO/ Clerk of the Board

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Kent Keel, Chair  
Board of Commissioners

**PIERCE TRANSIT  
BOARD OF COMMISSIONERS  
MINUTES**

**November 14, 2016**

**CALL TO ORDER**

Chair Keel called the meeting to order at 4:04 pm.

Commissioners present:

Kent Keel, Chair of the Board, City of University Place Mayor Pro Tem  
Don Anderson, City of Lakewood Mayor  
Daryl Eidinger, City of Edgewood Mayor (*representing Fife/Milton/Edgewood*)  
Heather Shadko, City of Puyallup Councilmember  
Ryan Mello, City of Tacoma Councilmember  
Nancy Henderson, Vice Chair of the Board, Town of Steilacoom Councilmember  
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)  
Rick Talbert, Pierce County Councilmember

Commissioners excused:

Marilyn Strickland, Mayor of the City of Tacoma  
Pat McCarthy, Pierce County Executive

Staff present:

Sue Dreier, Chief Executive Officer  
Dana Henderson, General Counsel  
Deanne Jacobson, Assistant to the CEO/Clerk of the Board  
Kristol Bias, Records Coordinator/Deputy Clerk of the Board

**INTRODUCTION**

Chair Keel announced an agenda revision with regards to the addition of action item FS 16-071, A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute an Interlocal Agreement with the Pierce County Sheriff's Department (PCSD) for Law Enforcement Services.

**PUBLIC COMMENT**

Chair Keel provided direction for public comment (*Commissioner Mello arrived at 4:06 pm*) and the following individual(s) spoke:

Cinderella Helga, Lakewood, noted her experience with the Route 48 bus and reported it arriving five minutes earlier or later than scheduled. Ms. Helga also noted witnessing non secure wheelchair straps being used.

Joseph Atkinson, Tacoma, asked for reconsideration of keeping the Route 300 bus on behalf of retirees needing access to Joint Base Lewis-McChord and Madigan Army Hospital.



Tammie Cox, Lakewood, asked for clarification on the status of the Route 300 bus and urged that it not be eliminated. Ms. Cox also noted witnessing strollers not being folded down on buses, companion animals on buses and requested a stronger police presence at transit stations.

V-M and Gloria S., Tacoma, (*Commissioner Talbert arrived at 4:14 pm*) Gloria S. spoke on behalf of V-M and sought clarification with regards to the Route 300, 409 and 100 buses and urged for these routes not to be eliminated. They personally rely heavily on these routes for leisure activities and medical appointments.

## **PUBLIC HEARING**

### **2017 Proposed Budget**

Finance Manager, Kathy Sullivant provided an overview of Pierce Transit's 2017 Proposed Budget, with Project Management Office Manager, Heidi Soule providing the Capital Budget portion of the overview.

The overview demonstrated the Agency's budget being balanced, meeting reserve requirements and sustainable over the next six years.

Next steps include the 2017 Proposed Budget going to the full Board for adoption at the December 12, 2016 Board meeting.

Chair Keel provided instructions for the public hearing to citizens.

At 4:21 pm, the public hearing was opened and the following individual(s) commented:

- John McInnes, Lakewood, noted his previous bus experience in comparison to current Shuttle service experiences. Mr. McInnes suggested switching to Shuttle service due to limited bus service, sidewalks and avenues in which to get to the bus stops. He vouched for better weekend service to allow more flexibility for rider's work schedules.
- Cinderella Helga, Lakewood, inquired whether bus ticket prices would increase for transit volunteers.
- Tammy Cox, Lakewood, sought clarification whether Shuttle service would be affected. Ms. Cox noted she qualifies for Shuttle service; however, does not utilize it as she would prefer not to wait two hours for the Shuttle to arrive at her residence.

At 4:26 pm, the public hearing was closed.

### **Elimination of Route 495 Title VI**

Senior Planner Max Henkle presented on the item. Mr. Henkle provided description of Title VI of the Civil Right Act, explained the history behind the Route 495 being replaced with the Route 580 in September 2015 and the Title VI analysis is a procedural requirement.

Mr. Henkle's presentation demonstrated no disparate impacts on minority populations nor any disproportionate burdens placed on low-income populations. He noted that the Title VI analysis will go before the full Board for approval at the December 12, 2016 Board meeting.

Chair Keel provided instructions for the public hearing to citizens.

At 4:31 pm, the public hearing was opened and the following individual(s) commented:

- Russell Pengal (phonetic), Lakewood, requested an increase in evening service with regards to the Route #1 bus.

At 4:35 pm, the public hearing was closed.

### **Comprehensive Route Analysis**

Service Planning Assistant Manager Peter Stackpole provided an overview of the two alternative route strategies. He noted that an overview of the feedback received from citizens on the Route Analysis is before the Board this afternoon.

Mr. Stackpole reviewed the public outreach process and the feedback received from citizens on the proposed Alternatives 1 and 2, noting that 15 were in support of Alternative 1, 55 were in support of Alternative 2, 3 were in support of both Alternatives and 133 concluded no preference or response to either Alternative.

Next steps include the Comprehensive Route Analysis going to the full Board for review and approval at the December 12, 2016 Board meeting.

Upon inquiry from Commissioner Anderson, Mr. Stackpole reiterated that the changes to the Route 300 would enhance service and will provide a more frequent and longer span of service for the Springbrook and Woodbrook areas in addition to still serving Joint-Base Lewis McChord.

Commissioner Mello inquired whether there had been any further changes to Alternative 2 since last being presented to the Board. Mr. Stackpole noted minor service and training issues and examining the way the Route 3 and 4 buses come out of Lakewood. Mr. Stackpole also noted that the Route 13 bus was eliminated due to limited ridership as it would have to carry at least twenty people per service hour and currently carries twelve per service hour.

At 4:50 pm, the public hearing was opened and the following individual(s) commented:

- Charles Tibbs, Tacoma, requested extended evening and weekend service for the Route 16 bus as well as extended service to Tacoma Community College from Gig Harbor.
- Jane (*last name not identifiable*), Lakewood, spoke on behalf of her sister who lives in the Springbrook community, requested extended service hours for the Route 594 and 300 buses and clarification regarding the elimination of the Route 300 bus. She expressed the extended service hours would assist in the safety of patrons, including herself, as they wait for their buses to arrive.

- Maggie Clavin, University Place, sought clarification regarding the elimination of the Route 51 bus as she relies on this to get to work, along with extended morning service.
- Cinderella Helga, Lakewood, inquired whether the route eliminations would affect Shuttle service and, if so, requested additional connections from the 512 Park and Ride as the Route 300 bus currently services this need. Ms. Helga also requested the Route 206 get a connection onto Joint Base Lewis-McChord.
- Joseph Atkinson, Tacoma, asked for reconsideration of keeping the Route 300 bus on behalf of retirees needing access to Joint Base Lewis-McChord and Madigan Army Hospital along with extended service hours.
- Tammy Cox, Lakewood, requested non-elimination of the Route 300 bus, the Route 206 bus service onto Joint Base Lewis-McChord and the Route 592 and 594 bus services to and from Seattle.
- Sharlene Atkinson, Tacoma, requested non-elimination of the Route 300 bus as she solely utilizes it for groceries and medical necessity.
- Commissioner Anderson provided clarification to the audience with regards to the Route 300 bus, noting that if Alternative 2 is approved, the Route is not being eliminated, but rather will have a different number assigned with more frequent and extended service.

Commissioner Talbert requested Mr. Stackpole clarify the changes to the Routes 13 and 14 if Alternative 2 is approved.

Mr. Stackpole noted the Route 13 bus will be eliminated; the Route 14 bus will be redefined, and what is currently known as the Route 300 will be serviced by the 3 and the 206 with additional service provided by Go Transit #2 (a joint Pierce Transit/Joint Base Lewis-McChord partnership) that will provide service to the 512 Park and Ride and Lakewood Towne Center with longer service. The Route 51 bus will be eliminated but covered adjacently, and all other urban routes will have increased frequency.

- Shirley Norton, Tacoma, sought clarification on the Go Transit Route #2 with relation to Joint Base Lewis-McChord as she is a Department of Defense employee currently utilizing the Route 300 bus. Ms. Norton requested a rider alert be posted with regards to the Go Transit Route #2 to notify patrons that the mode of transportation would be a van and not a bus.

Commissioner Keel encouraged Ms. Norton to speak with Mr. Stackpole to get all of her questions answered.

- Celene Russell, Tacoma, sought clarification with regards to the changes involving the Route 300, 45, 48, 53 and 54 buses.

Based on the consistency in public comment feedback, Chair Keel requested agency staff to conduct additional outreach and marketing with regards to changes within the Comprehensive Route Analysis to provide additional clarity for the public.

- Walt Hurd, Tacoma, noted his experience with the Route 41, 42, 45 202 and 594 buses, reporting he is having a hard time making connection from the 594 to the 45 when coming from Seattle and from the 41 to the 202. Mr. Hurd requested extended service times to help alleviate the pressure of making connections.
- V.M., Tacoma, signed in for comment; however, declined when her name was called to speak.
- Laura Jensen, Tacoma, noted she was opposed to removal of service in Old Town and proposed an alternative route from the Tacoma County City Building from Norton Avenue.
- John Mattiassi, Gig Harbor, commended Pierce Transit's bus service; however, requested closer distances between bus stops and entrances to allow for better accessibility for riders.
- Mark Dahl, Tacoma, requested clarification regarding the elimination of the Route 300 bus and changes to the Route 206.
- Mark Matteson, Tacoma, voiced his opposition to Alternative 2 in its current form, with specific regards to the elimination of the Route 51 as it leaves minimal North/South Routes to Tacoma. Mr. Matteson questioned the analysis of ridership and how the changes align with Tacoma's vision of the North End.
- Annie Mati, Gig Harbor, spoke on behalf of Clover Park School District students and questioned the removal of Clover Park from the Route 3. She asked for further consideration to be given to students and surrounding neighbors of Clover Park when proceeding with final decision.
- Chris Karnes, Tacoma, spoke and submitted comment on behalf of the Community Transportation Advisory Group in support of Alternative 2. He requested that the Agency consider keeping some type of bus route service in the Old Town part of Tacoma (*Commissioners Shadko and Talbert exited the room at 5:40 pm.*)
- Tom Ebenhoh, Tacoma, submitted comment asking for reconsideration with regards to the elimination of the Route 13, 15 and 300 buses due to the vital transportation they provide for the Tacoma waterfront and Joint Base Lewis-McChord areas.

At 5:42 pm, the public hearing was closed.

### **CONSENT AGENDA**

*(Items listed below were distributed to Commissioners in advance for reading and study and are enacted with one motion.)*

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

Motion **carried**, 5-0.

1. Approval of Vouchers, October 31, 2016  
Operating Fund #10  
Capital Fund #90  
Voucher CK Nos. 352264 through 352798  
Advance Travel Checks 1147 through 1150  
Wire Nos. 1810 through 1830  
Total \$6,466,571.91
2. Minutes: Regular Board Meeting & Study Session of October 10, 2016
3. FS 16-070, A Resolution Authorizing Adoption of the 2017 State Legislative Priorities, as presented in Exhibit A.

### **ACTION AGENDA**

1. **FS 16-071, A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute an Interlocal Agreement with the Pierce County Sheriff's Department (PCSD) for Law Enforcement Services**

Commissioners Eiding and Keel **moved** and seconded to authorize the Chief Executive Officer to enter into and execute an Interlocal Agreement with the Pierce County Sheriff's Department for Police Services, with an effective date of January 1, 2017 and extending through December 31, 2021.

Executive Director of Maintenance, Doug Middleton, reported on the item which covered the staffing composition addition of 21 employees.

A discussion ensued with regards to current and long term staffing, contract provisions, previous contracts with the Pierce County Sheriff's Department and the elimination of individual law enforcement officers.

Discussion consensus from the Board members was that the overall contract included too many employees/services, with specific regard to the canine unit package of the contract.

Chief Executive Officer, Sue Dreier responded noting that Pierce Transit is considered a policing agency and, thus, is held to a higher standard with this key legal term in comparison to other agencies.

Chair Keel also noted that the Agency has been in negotiations with Pierce County for quite some time and the canine unit package of the contract along with other concerns have been taken heavily into consideration. The Agency feels the canine unit is an integral part of the contract, especially with the transportation industry being targeted more so in recent times. Chair Keel and Ms. Dreier stressed the importance of having access to additional services such as the canine unit.

Commissioners Eidinger, Anderson and Henderson noted they would be opposing the item; however, expressed their interest to re-consider at a later date after more action has been done to create a leaner model with less staffing with specific regard to the canine unit and shorten the agreement contract length.

Motion **failed**, 3-2, with Anderson, Eidinger and Henderson dissenting.

## **STAFF UPDATES/DISCUSSION**

### **CEO's Report**

Chief Executive Dreier, Sue Dreier had no items to report (*Commissioner Eidinger exited the room at 6:00 pm*).

## **INFORMATIONAL BOARD ITEMS**

### **Chair Report**

Chair Keel noted the cancellation of the November 24, 2016 Executive Finance Committee meeting due to the Thanksgiving holiday. The next meeting is scheduled for December 22, 2016.

Chair Keel also noted that the 2017 Puget Sound Regional Counsel Transportation Committee Elections will be conducted at the December 12, 2016 Board meeting and encouraged Board members to be thinking about whether they want to participate. Commissioners Mello and Talbert currently represent Pierce Transit.

Chair Keel lastly noted that with the passing of ST3, Pierce Transit will receive 60 million in capital dollars and staff are working on how the monies will be spent. There will be a Board retreat in February 2017 to create a new strategic plan and performance measures for June 2017.

### **Sound Transit Update**

There were no items to report as Commissioners Strickland and McCarthy were excused.

### **Commissioners' Comments**

The commissioners had no items to report.

## **EXECUTIVE SESSION**

At 6:04 p.m. the regular meeting was recessed into Executive Session for approximately 7 minutes to discuss potential litigation, pursuant to RCW 42.30.110 (1)(i). There was no quorum of the Board present and therefore no formal action will be taken by the Board in open session due to lack of a quorum.

## **RECONVENE**

The regular meeting was reconvened at 6:15 p.m., and due to a lack of quorum the remaining items on the agenda were not considered by the Board.

## **ADJOURNMENT**

Chair Keel adjourned the meeting at 6:16 pm.

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Kristol Bias  
Records Coordinator/Deputy Clerk of the Board

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Kent Keel, Chair  
Board of Commissioners

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

**November 23, 2016**

**CALL TO ORDER**

Chair Keel called the special meeting to order at 3:02 p.m.

Commissioners present:

Daryl Eidinger, City of Edgewood Mayor (*representing Fife/Milton/Edgewood*)  
Heather Shadko, City of Puyallup Councilmember  
Ryan Mello, City of Tacoma Councilmember (*arrived at 3:25 p.m.*)  
Marilyn Strickland, Mayor of the City of Tacoma  
Nancy Henderson, Vice Chair of the Board, Town of Steilacoom Councilmember  
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)

Commissioners excused:

Kent Keel, Chair of the Board, City of University Place Mayor Pro Tem  
Pat McCarthy, Pierce County Executive  
Don Anderson, City of Lakewood Mayor  
Rick Talbert, Pierce County Councilmember

Staff present:

Sue Dreier, Chief Executive Officer  
Dan Pike, Director of Planning and Community Development  
Janine Robinson, Senior Planner  
Deanne Jacobson, Assistant to the CEO/Clerk of the Board

**Executive Session**

At 3:03 p.m., Chair Keel recessed the meeting into Executive Session for approximately 20 minutes to discuss matters relating to Real Estate, pursuant to RCW 42.30.110 (1)(b) and (c). It was noted that the Board will take formal action in open session, following the Executive Session. (*Commissioner Mello arrived at 3:11 p.m.*)

At 3:25 p.m., the Executive Session was extended ten minutes. Director Pike checked the lobby for attendees to announce the extension.

**Reconvene**

At 3:35 p.m., the Executive Session was reconvened into open session.

Commissioners Strickland and Mello **moved** and seconded to authorize the sale of surplus real property zoned C2 located at 9505 South Tacoma Way, Lakewood, WA, and authorize the Chief Executive Officer to enter into and execute a purchase and sale agreement for said property with



favorable terms and conditions as evaluated by staff in consultation with agency real estate brokers, Jones Lang LaSalle and agency outside counsel, K&L Gates.

Motion **carried**, 6-0.

Commissioners Strickland and Mello **moved** and seconded to authorize staff to enter into negotiations with Pierce County for the purchase of the property located at 9515 & 9411 39<sup>th</sup> Ave. Ct. SW, Lakewood, WA for real property and authorize staff to negotiate for the purchase of personal property and bring back final purchase and sale agreement for Board approval at a future meeting.

Motion **carried**, 6-0.

Commissioners Strickland and Eidinger **moved** and seconded to authorize staff to negotiate a purchase and sale agreement with Maurice Thevenoux for the purchase of the property located at 9622 40<sup>th</sup> Ave. SW, Lakewood, WA, at or below the appraised value, and directing staff to bring back a final agreement for Board approval at a future meeting.

Motion **carried**, 6-0.

### **ADJOURNMENT**

Commissioners Strickland and Henderson **moved** and seconded to adjourn the meeting at 3:39 p.m.

Motion **carried**, 6-0.

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Deanne Jacobson  
Assistant to the CEO/ Clerk of the Board

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Kent Keel, Chair  
Board of Commissioners

## FACT SHEET

TITLE: A Resolution Acknowledging Review,  
Consideration, and Approval of the Title VI Service Equity  
Analysis for Route 495

DIVISION: Planning and Community Development

ORIGINATOR: Max Henkle, Senior Planner

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT: Transit Development

APPROVED FOR SUBMITTAL:

\_\_\_\_\_  
Chief Financial Officer

APPROVED FOR AGENDA:

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

ATTACHMENTS:

Proposed Resolution  
Exhibit A, Title VI Service Equity Analysis

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### BUDGET INFORMATION

2016 Budget Amount  
N/A

Required Expenditure  
N/A

Impact  
N/A

Explanation: N/A

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### BACKGROUND:

Sound Transit implemented its new Sound Transit Express Route 580 in September 2015. Route 580 replaced the Route 495 Sounder connector service that was operated by Pierce Transit between South Hill Park-and-Ride, the Red Lot and Puyallup Station. Route 580 provides a connection between Lakewood Station to Sounder on the trips that do not operate to and from Lakewood Station by providing a connection to the train at Puyallup Station. Pierce Transit and Sound Transit collaborated on the implementation of Route 580.

The elimination of a route is considered a major service change and is therefore subject to a Title VI Service Equity Analysis. However, since the route was replaced by Sound Transit Route 580, which provides more and better service, there was a question as to whether a Title VI Analysis needed to be conducted. Pierce Transit staff reached

out to the Federal Transportation Administration (FTA) Region X Civil Rights Officer who recommended that the Agency conduct the Title VI analysis, even though the service had already been eliminated and replaced. Having a record of the analysis will serve us well for our next Triennial Review.

Therefore, staff completed a Title VI Service Equity Analysis for the elimination of Route 495. That document is available for review on the project website at <http://www.piercetransit.org/documents>.

Pierce Transit Code (Ch. 1.60 – Public Hearing Procedures) as well as the agency's Major Service Change Policy require a public hearing and Title VI analysis to be undertaken when a route is changed by twenty percent or more. Elimination of the Route 495 constituted a major service change. A public hearing was held at Pierce Transit's Board of Commissioners meeting on November 14th. No individuals provided input on the change.

**Customer Feedback:**

A search of Pierce Transit's customer service database did not encounter any complaints or concerns about the elimination of the Route 495.

**Title VI Analysis:**

Sound Transit conducted a Title VI Service Equity Analysis on the addition of the Route 580 service and did not find a disparate impact to minority populations or disproportionate burden to low income populations resulting from this addition of this service.

Pierce Transit conducted a Title VI Service Equity Analysis on the elimination of the Route 495 service. The analysis found the Route 580 provides service to a higher population than was served by the 495, with 3,500 people living within ¼ mile of stops served by the 495 and 4,265 living within ¼ mile of stops served by the 580. The 495 served area consisting of 19.3% minorities while the 580 serves 37.6% minorities. The low income population getting service by the 580 also increased, with 11% having had access to the 495 and 19.9% now having access to the 580. As such, we conclude that the elimination of the Route 495 and replacement with Route 580 did not have adverse effects and did not have a disparate impact to minority populations nor a disproportionate burden to low income populations. Exhibit A provides a detailed report of the Title VI service equity analysis.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

Approve Resolution No. 16-046 acknowledging review, consideration, and approval of the Title VI Service Equity Analysis for Route 495.

**RESOLUTION NO. 16-046**

A RESOLUTION of the Board of Commissioners of Pierce Transit Acknowledging Review, Consideration, and Approval of the Title VI Service Equity Analysis for Route 495

WHEREAS, Pierce Transit collaborated with Sound Transit to implement a new Sound Transit Express Route 580 in September 2015 between Puyallup Sounder Station and Lakewood Station; and

WHEREAS, a portion of this new Sound Transit Route 580 replaced service provided by Pierce Transit's Route 495 between South Hill Park and Ride and Puyallup Station; and

WHEREAS, the elimination of Pierce Transit's Route 495 in September 2015 constituted a Major Service Change and was subject to a Title VI analysis to examine whether there are adverse effects to minority and low income populations as a result of the change; and

WHEREAS, a public hearing was held at the November 14<sup>th</sup> Pierce Transit Board of Commissioners meeting to solicit feedback from the public regarding the Title VI analysis; and

WHEREAS, the Title VI service equity analysis found that a higher number and percentage of minority populations are living within a ¼ mile access area of the new Route 580 than the eliminated Route 495; and

WHEREAS, the Title VI service equity analysis also found that a higher number and percentage of low income populations are being served by the Route 580 than the eliminated Route 495; and

WHEREAS, the Title VI service equity analysis determined that the elimination of the Route 495 and replacement with the Sound Transit Route 580 did not have adverse effects and did not have a disparate impact to minority populations nor a disproportionate burden to low income populations.

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

Section 1. The Board of Commissioners acknowledges its review, consideration and approval of the Title VI Service Equity Analysis of the elimination of Route 495.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 12th day of December, 2016.

PIERCE TRANSIT

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Kent Keel, Chair  
Board of Commissioners

1

2 ATTEST/AUTHENTICATED

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6 Deanne Jacobson, CMC  
Clerk of the Board

Pierce Transit

# Title VI Service Equity Analysis

Pursuant to FTA Circular 4702.1B

Route 495 Elimination

November 2016

Pierce Transit – Transit Development Dept.

## **PIERCE TRANSIT TITLE VI SERVICE EQUITY ANALYSIS TABLE OF CONTENTS**



# PIERCE TRANSIT TITLE VI SERVICE EQUITY ANALYSIS

## 1 INTRODUCTION

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. This analysis was conducted in compliance with Federal Transit Administration (FTA) Circular 4702.1B, which requires any FTA recipient serving a population of 200,000 or greater to evaluate any fare change and any major service change at the planning and programming stages to determine whether those changes have a discriminatory impact. This document is an analysis of the elimination of Pierce Transit's Route 495, which ended service in September 2015 concurrent with Sound Transit's commencement of ST Route 580.

## 2 BACKGROUND

Sound Transit implemented its new ST Express Route 580 in September 2015. Route 580 replaced Route 495 Sounder connector service that was operated by Pierce Transit between South Hill Park-and-Ride, the Red Lot in Puyallup and Puyallup Sounder Station. In addition, the new Route 580 provides a connection between Lakewood Station to Sounder on the trips that do not operate to and from Lakewood Station by providing a connection to the train at Puyallup Station. Pierce Transit and Sound Transit collaborated on the implementation of Route 580.

Pierce Transit's Major Service Change Policy as well as Pierce Transit Code (Ch. 1.60 – Public Hearing Procedures) require a Title VI analysis and a public hearing to be undertaken when a route is changed by twenty percent or more. Elimination of the Route 495 constitutes a major service change. Due to the fact that the service was being taken over by another agency, Pierce Transit did not conduct a Title VI analysis normally required for a major service change. This analysis of the impacts of the Route 495 elimination to minority and low income populations is being conducted after the fact to fulfill these requirements.

This service equity analysis examines the impact of the elimination of Route 495 on minority and low-income populations.



## 2.1 Service Characteristics

The Route 495 had the following characteristics:

- Timed to connect arriving Puyallup Sounder Station passengers with Red Lot, South Hill Park& Ride, and South Hill Mall Transit Center
- 8 trips per day, weekday afternoon peak-hour only
- Southbound-only
- Ridership of 277 Average Weekday Boardings in May 2015

Route 580 was designed to fill in the Sounder trips to/from Lakewood Sounder Station that currently terminate at Tacoma Dome Station. The ST 580 has the following characteristics:

- Connects passengers from Puyallup Sounder Station to Lakewood Sounder Station via Red Lot, South Hill Park & Ride, and SR-512 Park & Ride.
- Bi-directional
- 22 trips per day
- Timed to meet all northbound and southbound trains at Puyallup Station
- Ridership of 440 Average Weekday Boardings in May 2016

Route 580 substantially overlaps the 495 routing in both in time and space. The only location which lost service is the South Hill Mall Transit Center (SHMTC). Passengers wishing to reach Puyallup Station from SHMTC can still use PT Route 400. Route 400 follows the same route as the Route 495 between SHMTC and Puyallup Station, then continues on with service to Downtown Tacoma. Route 400 operates weekdays from 4:47AM until 8:53PM.

### Outreach and Decision-making

The elimination of a route is considered a major service change under Pierce Transit's Major Service Change Policy and requires a Title VI Service Equity Analysis and public outreach. Since the route has been eliminated and this evaluation is being completed after the fact, an examination of public and customer comments was conducted to determine if there was any feedback on the elimination of the Route 495. Review of the customer comment database showed no complaints or concerns about the elimination of the Route 495.

Sound Transit conducted a Title VI Service Equity Analysis on the addition of the Route 580 service and did not find a disparate impact to minority populations or disproportionate burden to low income populations resulting from this addition of this service. Addition of the 580 was implemented in September 2015 as part of Sound Transit's Service Improvement Program.

Pierce Transit's Board of Commissioners will hold a Public Hearing on the elimination of Route 495 on November 14, 2016. Legal notices will be published on November 2, 2016, 12 days in advance of a Public Hearing on eliminating the Route 495, scheduled to take place at the Board of Commissioners' meeting. The legal notice and rider alert was also published on Pierce Transit's web site in advance of the public hearing.

## 3 TITLE VI POLICIES & DEFINITIONS

Pierce Transit's Board of Commissioners adopted three policies in February 2013 related to Title VI that guide this analysis: Major Service Change Policy; Disparate Impact Policy; and Disproportionate Burden Policy. The requirement for these policies comes from Federal Transit Administration (FTA) Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients" which became effective October 1, 2012. The Circular requires any FTA recipient that operates 50 or more fixed route vehicles in peak service and serving a population of 200,000 persons or greater to evaluate any fare change and any major service change at the planning and programming stages to determine whether those changes have a discriminatory impact.

### 3.1 **PIERCE TRANSIT MAJOR SERVICE CHANGE POLICY**

The purpose of this policy is to establish a threshold that defines a major service change and to define an adverse effect caused by a major service change.

A major service change is defined as any change in service on any individual route that would add or eliminate more than twenty percent of the route revenue miles or twenty percent of the route revenue hours. All major service changes will be subject to an equity analysis which includes an analysis of adverse effects on minority and low-income populations.

An adverse effect is defined as a geographical or time-based reduction in service which includes but is not limited to: span of service changes, frequency changes, route segment elimination, re-routing, or route elimination.

### 3.2 **PIERCE TRANSIT DISPARATE IMPACT POLICY**

The purpose of this policy is to establish a threshold which identifies when adverse effects of a major service change or any fare change are borne disproportionately by minority populations.

A disparate impact occurs when the minority population<sup>1</sup> adversely affected by a fare or service change is ten percent more than the average minority population of Pierce Transit's service area.

Disparate impacts on routes with either span of service changes and/or frequency changes will be determined by analyzing all routes with such changes together. Disparate impacts on routes with segment elimination, re-routing, or route elimination will be determined on a route by route basis.

If Pierce Transit finds a potential disparate impact, the agency will take steps to avoid, minimize or mitigate impacts and then reanalyze the modified service plan to determine whether the impacts were removed. If Pierce Transit chooses not to alter the proposed changes, the agency may implement the service or fare change if there is substantial legitimate justification for the change AND the agency can show that there are no alternatives that would have less of an impact on the minority population and would still accomplish the agency's legitimate program goals.

### 3.3 **PIERCE TRANSIT DISPROPORTIONATE BURDEN POLICY**

The purpose of this policy is to establish a threshold which identifies when the adverse effects of a major service change or any fare change are borne disproportionately by low-income<sup>2</sup> populations.

A disproportionate burden occurs when the low-income population adversely affected by a fare or service change is five percent more than the average low-income population of Pierce Transit's service area.

Disproportionate burden on routes with either span of service changes and/or frequency changes will be determined by analyzing all routes with such changes together. Disproportionate burden on routes with segment elimination, re-routing, or route elimination will be determined on a route by route basis.

If Pierce Transit finds a potential disproportionate burden, the agency will take steps to avoid, minimize or mitigate impacts and then reanalyze the modified service plan to determine whether the impacts were removed. If Pierce Transit chooses not to alter the proposed changes, the agency may implement the

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<sup>1</sup> **Minority Population** – Persons identifying themselves as a race other than white or of Hispanic origin, self-reported in the U.S. Census.

<sup>2</sup> **Low-Income Population** – Persons reporting as being under the federal household poverty limit as defined by the U.S. Department of Health and Human Services. In 2015 the poverty level for a family of four was \$24,250.

service or fare change if there is substantial legitimate justification for the change AND the agency can show that there are no alternatives that would have less of an impact on low-income population and would still accomplish the agency's legitimate program goals.

## 4 METHODOLOGY

The elimination of the Route 495 qualifies as a Major Service Change and thus is subject to a Title VI Service Equity Analysis.

Pierce Transit staff used Remix ([www.remix.com](http://www.remix.com)) to undertake the Title VI analysis for this project. Remix allows you to automatically generate a Title VI report (based on Census data) by comparing existing service to a set of proposed changes. The methodology used by Remix to achieve this includes the following steps:

1. Get the population near a route, including its low income and minority percentage.
  - For each route, build a shape that represents the area within quarter mile of any of its stops.
  - Intersect the catchment area with 2009-2013 ACS Census data. Get a list of block groups and the percentage overlap with each.
  - For each block group, take the percentage of overlap and multiply it by the block group's statistics.
  - Get the population, minority population, and low income population for each group and sum them together. This is the total population a route could serve.
2. Compare the number of people-trips, before and after.
  - Multiply the population near a route times the number of trips it makes (per year) to get "people-trips".
  - Repeat for low-income and minority populations to get "low income people-trips" and "minority people trips".
  - Compare these numbers between the before and after versions of the route, to get a set of people-trip differences. We match before and after using routes that have the same name.
3. Get the total difference in people-trips across the transit system.
  - Repeat the process above for every route in the transit system.
  - Sum together the difference in people trips. This will return three numbers: total difference in people-trips, total difference in low-income people-trips, and total difference in minority people trips.
4. Calculate the change borne by low-income and minority populations.
  - Divide the total difference in low-income people trips by the total difference in people-trips to get the percentage of change borne by those with low incomes.
  - Repeat for minority people-trips.
5. Compare the percentage change to the average in the service area.
  - Calculate the average percentage of low-income and minority populations across the entire service area.
  - Subtract from the change borne by those populations.
  - Get two final numbers: the delta between the impact this set of transit changes had on low income and minority populations compared to any average change.

The equity analysis is provided below in Section 5.

## 5 EFFECTS OF PROPOSED SERVICE CHANGE ON MINORITY AND LOW-INCOME POPULATIONS

### 5.1 Impact of Service Change on Minority and Low-Income Populations

Figures 5-1 and 5-2 below show the eliminated Route 495 and the new Route 580 overlaid on census tracts with minority and low income populations higher and lower than the system-wide (PTBA) average minority and low income populations. Table 5-1 below shows the results of the analysis, comparing the minority and low-income proportion of the population living within ¼ mile of Route 495 with the minority and low-income proportion of the service area as a whole. The data shows that the population served by the Route 495 was 16% lower in minority population than the service area as a whole. The Route 495 served a 3.3% lower proportion of the area's low-income population. In summary, this table shows that the 495 was not providing service to an area with high minority or low-income populations.

**Table 5-1: Analysis of Service Change on Low-Income and Minority Populations**

| Summary of Service Change | Minority Proportion of Population         |                                    |            | Low-income Proportion of Population       |                                    |            |
|---------------------------|---|------------------------------------|------------|---|------------------------------------|------------|
|                           | Quarter-Mile Radius around Stops on Route | Average Population in Service Area | Difference | Quarter-Mile Radius around Stops on Route | Average Population in Service Area | Difference |
| Route 495 Elimination     | 19.3%                                     | 35.3%                              | -16%       | 11.0%                                     | 14.3%                              | -3.3%      |

To look at the impact in a slightly different and more meaningful way, staff analyzed the percentage of minority and low-income populations served by the Route 495 and compared with the percentage minority and low-income populations served by the new Route 580. Table 5-2 describes the changes in service levels following elimination of the Route 495 and the addition of the Route 580. The table estimates populations within a quarter- mile of stops, and then multiplies those populations by the number of trips added or reduced by the service change. Totaling people-trips, a weighted average is calculated to determine the net impact to minority and low-income populations.

**Table 5-2: Analysis of Service Change on Low-Income and Minority Populations: Eliminated Vs. New Service**

| Route                                    | Before                     |            |          |                | After                      |            |          |                | Difference                        |                         |                       |
|--|----------------------------|------------|----------|----------------|----------------------------|------------|----------|----------------|-----------------------------------|-------------------------|-----------------------|
|  | Population (within 1/4 mi) | Low Income | Minority | Trips (Annual) | Population (within 1/4 mi) | Low Income | Minority | Trips (Annual) | People-Trips (Population * Trips) | Low Income People-Trips | Minority People-Trips |
| 495 South Hill Mall / Puyallup Sounder   | 3,500                      | 11.0%      | 19.3%    | 2,040          | 0                          |            |          | 0              | -7,140,000                        | -788,441                | -1,379,040            |
| 580 Lakewood Sounder to Puyallup Sounder | 0                          |            |          | 0              | 4,265                      | 19.9%      | 37.6%    | 4,590          | 19,576,350                        | 3,890,628               | 7,366,950             |
| All Changes                              | 3,500                      | 11%        | 19%      | 2,040          | 4,265                      | 20%        | 38%      | 4,590          | 12,436,350                        | 3,102,187               | 5,987,910             |

According to the table, the Route 495's quarter-mile stop transit shed was 11% low-income /19.3% minority. This was replaced by the Route 580, with a quarter-mile stop transit shed of 19.9%/37.6%. So, Route 580 is serving a higher percentage of both low-income and minority populations than the eliminated Route 495 was serving. In looking at the total service available, there is a net gain in both low-income and minority annual people-trips of 3.1 million and 6 million, respectively.

**Figure 5-1 Route 495 and Route 580 – Local Minority Census Blocks/Tracts**

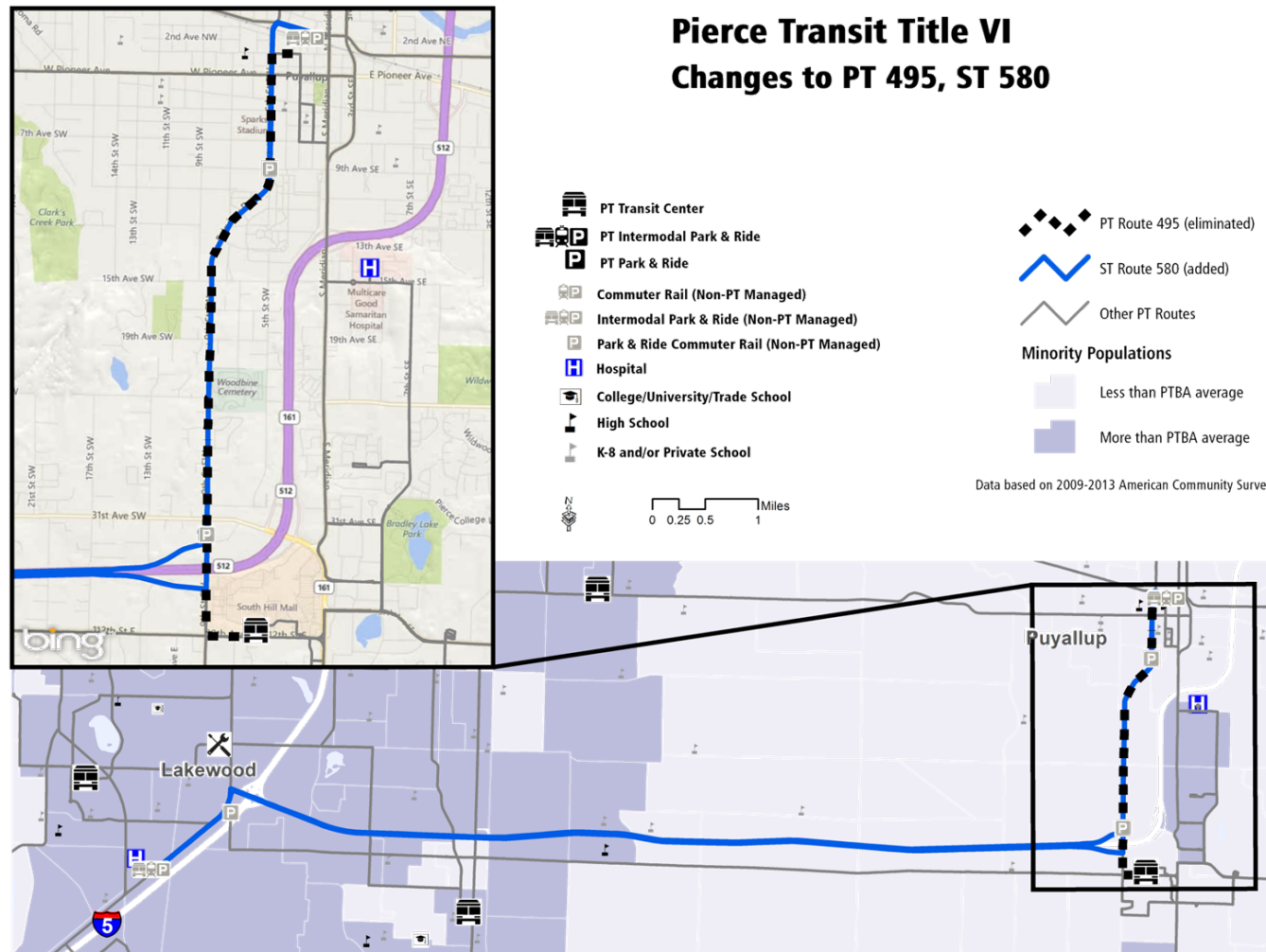
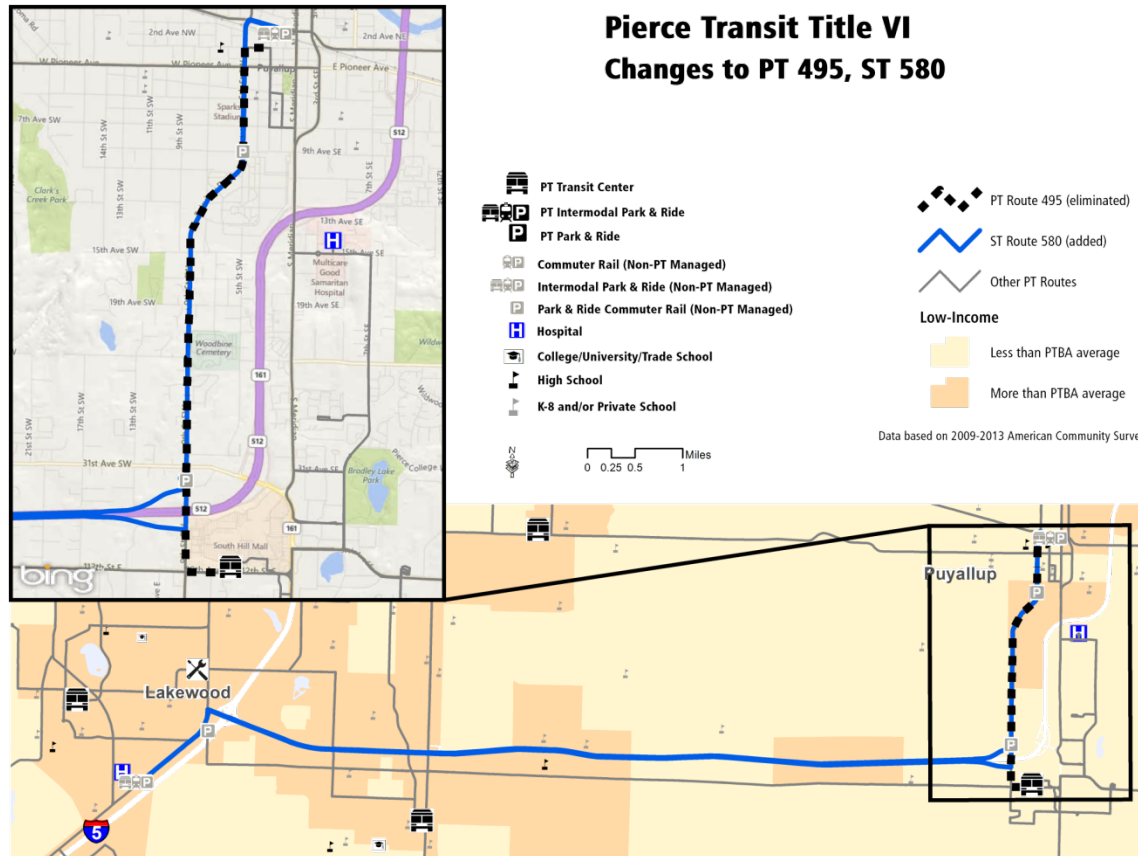


Figure 5-2 Route 495 and Route 580 – Local Low-Income Census Blocks/Tracts

## Pierce Transit Title VI Changes to PT 495, ST 580



## 5.2 Disparate Impact Analysis

Pierce Transit's policy states that a disparate impact occurs when the minority population adversely affected by a fare or service change is 10% more than the average minority population of Pierce Transit's service area. An adverse effect is defined in the Major Service Change Policy as a geographical or time-based reduction in service which includes but is not limited to: span of service changes, frequency changes, route segment elimination, re-routing, or route elimination. Pierce Transit's policy states that a disparate impact occurs when the minority population adversely affected by a fare or service change is 10% more than the average minority population of Pierce Transit's service area. In this case, there is an adverse effect because Route 495 was eliminated. However, the analysis shows that the Route 495 was not serving an area with a high minority population. The minority population served by the Route 495 was 19.3%, while the service area as a whole has a minority population of 35.3%. A determination of disparate impact is therefore not warranted. Additional analysis shows that minority populations benefit from the elimination of the Route 495 because it was replaced with Sound Transit's Route 580. Route 580 serves a minority population of 37.6% which is higher than the system average. With an increased number of daily trips and much larger service area, the Route 580 provides an increase of approximately 6 million annual trips to minority populations.

## 5.3 Disproportionate Burden Analysis

Pierce Transit's policy states that a disproportionate burden occurs when the low-income population adversely affected by a fare or service change is 5% more than the average low-income population of Pierce Transit's service area. An adverse effect is defined in the Major Service Change Policy as a geographical or time-based reduction in service which includes but is not limited to: span of service changes, frequency changes, route segment elimination, re-routing, or route elimination. In this case, there is an adverse effect because Route 495 was eliminated. However, the analysis shows that the Route 495 was not serving an area with a high low-income population. The low-income population served by the Route 495 was 11.0%, while the service area as a whole has a minority population of 14.3%. A determination of disproportionate burden is therefore not warranted. Additional analysis shows that low-income populations benefit from the elimination of the Route 495 because it was replaced with Sound Transit's Route 580. Route 580 serves a low-income population of 19.9% which is higher than the system average. With an increased number of daily trips and much larger service area, the Route 580 provides an increase of approximately 3.1 million annual trips to low-income populations.



## FACT SHEET

TITLE: Adopting the Annual Budget for Fiscal Year 2017

DIVISION: Finance

ORIGINATOR: Kathy Sullivan, Acting Executive Director of Finance

PRECEDING ACTION: Review at Executive Finance Committee 10/27/2016; Budget Public Hearing 11/14/2016

COORDINATING DEPARTMENT: All Departments

APPROVED FOR SUBMITTAL:

\_\_\_\_\_  
Chief Financial Officer

APPROVED FOR AGENDA:

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

ATTACHMENTS:

Proposed Resolution

### BUDGET INFORMATION

#### 2017 Budget Appropriations

|                             | Expenditures                 | Resources                    |
|-----------------------------|------------------------------|------------------------------|
| Operating Budget            |                              |                              |
| Operating                   | \$ 147,718,332               | \$ 57,482,985                |
| Non-Operating               | 780,258                      | 87,813,900                   |
| Operating Contributions     | -                            | 3,279,614                    |
| Operating Transfers         | 42,786,114                   | -                            |
| Use of Reserves             | -                            | 42,708,205                   |
|                             | <u>191,284,704</u>           | <u>191,284,704</u>           |
| Capital Budget              |                              |                              |
| Operating                   | 61,331,490                   | 8,163,208                    |
| Operating Transfers         | -                            | 39,069,877                   |
| Use of Reserves             | -                            | 14,098,405                   |
|                             | <u>61,331,490</u>            | <u>61,331,490</u>            |
| Insurance Budget            |                              |                              |
| Operating                   | 2,940,000                    | 8,100                        |
| Operating Transfers         | -                            | 3,716,237                    |
| Use of Reserves             | -                            | (784,337)                    |
|                             | <u>2,940,000</u>             | <u>2,940,000</u>             |
| <b>Total Appropriations</b> | <b>255,556,194</b>           | <b>255,556,194</b>           |
| Less Operating Transfers    | <u>(42,786,114)</u>          | <u>(42,786,114)</u>          |
| <b>Net Budget</b>           | <b><u>\$ 212,770,080</u></b> | <b><u>\$ 212,770,080</u></b> |

Explanation: The 2017 Budget totals \$255,556,194 for the operating, capital, and insurance budgets. Of this amount, \$42,786,114 is internal transfers, leaving a net budget of \$212,770,080.

**BACKGROUND:**

The 2017 Budget is ready for adoption. The budget is balanced, sustainable, and meets Board adopted reserve requirements. The Agency's budget is \$255,556,194. Of this amount \$42,786,114 represents internal transfers, leaving a net budget of \$212,770,080. The three components that make up this amount are the Operating Budget (75%), Capital Budget (24%), and Insurance Budget (1%).

The budget includes Pierce Transit fixed route service hours totaling 500,130. Specialized Transportation (SHUTTLE) hours are budgeted at 181,270. Vanpool service hours are budgeted at 150,000. Pierce Transit anticipates providing 329,176 service hours for Sound Transit Regional Transit Service.

To provide the projected levels of service for Pierce Transit and Sound Transit, the 2017 Budget includes 976 positions and 955.25 full-time equivalents (FTEs). This is a net increase of 18 positions, of which, 16 are in direct support of the service increase and two are indirect support. The Classification and Compensation Program for Non-Represented Positions annual maximum salary adjustment of 3% based on documented performance towards defined goals is included in the 2017 Budget.

Capital projects for 2017 are budgeted at \$61,331,490. Approved but unspent projects are carried over to the following budget year. The 2017 budget contains approximately \$18 million of prior year budgeted funds (carryover). Included are funds for facilities, vehicles, technology, and administrative and maintenance equipment.

The insurance budget of \$2,940,000 includes workers' compensation costs of \$2,815,000 and unemployment costs of \$125,000.

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approve Resolution No. 16-047, adopting the annual budget for fiscal year 2017.

## RESOLUTION NO. 16-047

A RESOLUTION of the Board of Commissioners of Pierce Transit Adopting the Annual Budget for  
Fiscal Year 2017

WHEREAS, the Chief Executive Officer has prepared a preliminary budget for fiscal year 2017; and

WHEREAS, the Executive Finance Committee has carefully reviewed the preliminary budget at its  
October 27<sup>th</sup> meeting; and

WHEREAS, the Board of Commissioners of Pierce Transit has carefully reviewed the preliminary  
budget at its November 14<sup>th</sup> meeting; and

WHEREAS, the Board of Commissioners at Pierce Transit held a public hearing on the preliminary  
budget at its November 14<sup>th</sup> meeting; and

WHEREAS, the Board of Commissioners of Pierce Transit has now determined that the preliminary  
budget provides for the efficient delivery of public transportation services within the financial capacity of  
Pierce Transit for 2017; and

WHEREAS, the 2017 Budget proposes service to provide 1,160,576 service hours for fixed route,  
SHUTTLE, Vanpool and Sound Transit service, requiring a workforce of 976 positions; and

WHEREAS, the Classification and Compensation Program for Non-Represented Positions was adopted  
by the Board of Commissioners on December 9, 2013 and revised November 10, 2014; and

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

Section 1. The Board of Commissioners authorizes the annual budget for Pierce Transit for Fiscal  
Year 2017 as determined in the preliminary budget which was reviewed and adopted by the Board of  
Commissioners to its final form and content and, by this reference, incorporated herein as though fully set  
forth, and the same is hereby adopted as the annual budget for Pierce Transit for Fiscal Year 2017.

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

### 2017 Budget Appropriation

|  | Expenditures        | Resources           |
|--|---------------------|---------------------|
| Appropriation before use of Fund Balance | \$255,556,194       | \$199,533,921       |
| Use of Reserves                          | <u>-</u>            | <u>56,022,273</u>   |
| Total Appropriation                      | 255,556,194         | 255,556,194         |
| Less Operating Transfers                 | <u>(42,786,114)</u> | <u>(42,786,114)</u> |

1 Net Budget \$212,770,080 \$212,770,080

2 Section 3. The Chief Executive Officer is hereby authorized to staff up to 976 positions to meet the  
3 objectives of the 2017 Budget.

4 Section 4: The Classification and Compensation Program for Non-Represented Positions annual  
5 maximum salary adjustment of 3% based on documented performance towards defined goals is  
6 authorized.

7 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
8 the 12th day of December, 2016.

9 PIERCE TRANSIT

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Kent Keel, Chair  
13 Board of Commissioners  
14

15 ATTEST/AUTHENTICATED

16  
17 

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Deanne Jacobson, CMC  
18 Clerk of the Board  
19

## FACT SHEET

TITLE: Authority to Execute a Sole Source Renewal Agreement for Microsoft Premier Services for 2017

DIVISION: Administration

ORIGINATOR: Keith Messner, Chief Technology Officer

PRECEDING ACTION: Resolution No. 14-067, Adoption of the 2015 Budget  
Resolution No. 15-071, Adoption of the 2016 Budget

COORDINATING DEPARTMENT: Information Technology

APPROVED FOR SUBMITTAL:

\_\_\_\_\_  
Chief Financial Officer

APPROVED FOR AGENDA:

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

ATTACHMENTS: N/A

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### BUDGET INFORMATION

2017 Budget Amount  
\$350,000

Required Expenditure  
\$314,788

Impact  
None

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### BACKGROUND:

Pierce Transit staff seeks authority to renew our Microsoft Premier Support Agreement for 2017. The Agency's current Microsoft Premier Services Agreement expires on January 19th, 2017. Renewal will provide: up to 523 hours for Support Assistance; up to 200 hours for Problem Resolution Support; Third Tier Support for Microsoft Lync, Exchange and Windows; Twelve (12) Onsite Service Resource Site Visits; and Unlimited Access to the Premier Online Website. Renewing this agreement is contingent upon the Board of Commissioner's approval of the 2017 budget.

This agreement provides tier 3 support for all Agency Microsoft servers – on which all Agency Core Business Systems operate (except for the Agency Trip Planner).

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

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

To meet the need to resolve our Microsoft System Support requirements in an effective and expeditious manner we entered into a Chief Executive Officer-approved sole source agreement with Microsoft Premier Services in 2013.

ALTERNATIVES:

The alternative would be to not renew our agreement with Microsoft Premier. This would require us to pay Microsoft on a per incident basis on a first come basis with no priority support. Having no support agreement in place would leave us with no support for our critical Microsoft Core Systems or Microsoft Servers.

RECOMMENDATION:

Authorize the Chief Executive Officer to enter into and execute a Sole Source Microsoft Premier Support Agreement renewal with Microsoft Premier Services for calendar year 2017.

## FACT SHEET

**TITLE:** A Resolution Implementing Alternative 2 of the Comprehensive Network Analysis and Acknowledging the Pierce Transit Board of Commissioners Review, Consideration, and Approval of the Title VI Service Equity Analysis of Alternative 2

**DIVISION:** Planning and Community Development

**ORIGINATOR:** Peter Stackpole, Service Planning Assistant Manager

**PRECEDING ACTION:**

**COORDINATING DEPARTMENT:** Transit Development

**APPROVED FOR SUBMITTAL:**

\_\_\_\_\_  
Chief Financial Officer

**APPROVED FOR AGENDA:**

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

**ATTACHMENTS:**

Proposed Resolution  
Exhibit A, Title VI Service Equity Analysis

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### BUDGET INFORMATION

2016 Budget Amount  
N/A

Required Expenditure  
N/A

Impact  
N/A

Explanation: N/A

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### BACKGROUND:

Pierce Transit's fixed route network was designed decades ago. The route structure is designed for timed transfers, but service reductions to span and frequency no longer support that type of system. Pierce Transit hired a consultant to help analyze the fixed route network and make recommendations for improvements and efficiencies. The work was divided into the following primary tasks: transfer matrices; analysis of existing conditions; service implementation/development of alternatives.

Customer research indicated the top public priorities were more frequent service and earlier and/or later service on weekdays. From Board of Commissioner interviews the top priorities were improved ridership and attracting more discretionary riders and commuters.

At the October 10, 2016 Board of Commissioners meeting, Mr. Thomas Whitman from Nelson/Nygaard provided a presentation with two alternatives. Alternative 1 maintained the existing route network but did not have available resources to meaningfully expand frequency and span of service. Many urban routes would have 30 minute weekday peak service but no routes would have expanded span. The alternative is estimated to generate a modest increase in ridership.

Alternative 2 invests in frequency and span of service. The main themes of this alternative are: simplified service; reduced route duplication; improved peak and midday frequencies on many routes; improved access to key destinations and minimized route coverage losses. All urban routes would have 30 minute peak service and 30 minute midday service on weekdays. Route 402, which serves Puyallup, Milton and Edgewood would have 30 minute midday and peak service on weekdays. The alternative is estimated to generate more ridership than Alternative 1.

Mr. Whitman recommended Alternative 2 because it: better meets board and public priorities for service; affords a higher potential for ridership increases; and allows for cost effective expansion of weekday frequency and span of service.

### **Title VI Analysis**

As required by the Federal Transportation Administration (FTA) and Pierce Transit's Major Service Change Policy, staff completed a Title VI Service Equity Analysis for Alternative 2 of the comprehensive network design. That document is available for review in the Title VI section of <http://www.piercetransit.org/documents>

Pierce Transit Code (Ch. 1.60 – Public Hearing Procedures) as well as the agency's Major Service Change Policy requires a public hearing and Title VI analysis to be undertaken when a route is changed by twenty percent or more. Disparate impacts (to minority groups) and disproportionate burden (to low income groups) on routes with either span of service changes and/or frequency changes will be determined by analyzing all routes with such changes together. Disparate impacts and disproportionate burden on routes with segment elimination, re-routing, or route elimination will be determined on a route by route basis. A public hearing was held at Pierce Transit's Board of Commissioners meeting on November 14th, 2016. No individuals provided input on the service equity analysis.

Alternative 2 consists of a restructured network that simplifies service, reduces route duplication, improves access to key destinations and expands the frequency and/or span of service for 26 routes through the addition of 35,000 annual service hours. In most cases these changes result in improvements over the existing levels of service. The changes proposed in Alternative 2 would result in eleven routes experiencing a major service change and adverse effects that meet disparate impact and/or disproportionate burden thresholds. The eleven routes are 3, 11, 13, 14, 41, 48, 51, 53, 54, 56, and 300. At a system-wide level, Alternative 2 is expected to positively benefit low-income and minority populations by providing a greater number of trips on routes that serve them. However, because certain stops and routes are proposed to be eliminated, the location of those negative impacts will be noted and mitigation measures will be addressed.

A major service change is defined as any change in service lasting 12 months or more on any individual route that would add or eliminate twenty percent or more of the route revenue miles or twenty percent or more of the route



revenue hours. A disparate impact occurs when the minority population adversely affected by a fare or service change is ten percent more than the average minority population of Pierce Transit's service area. A disproportionate burden occurs when the low-income population adversely affected by a fare or service change is five percent more than the average low-income population of Pierce Transit's service area.

It is important to evaluate the adverse effects induced by Alternative 2 in the context of the bigger picture. All of the savings derived from changes to the route structure Alternative 2 are re-directed toward increasing the level of service on the remaining routes. The efficiencies gained will allow for substantial increases in both the span and frequency on many routes which will create very noticeable benefits for Pierce Transit riders. Half-hourly frequencies and span of service until 10 pm will restore Pierce Transit to a basic level of functionality that has been distinctly lacking since recession-era cuts were implemented in 2011 and 2012. Alternative 2's route re-structure combined with 35,000 additional service hours will result in a substantial increase in transit resources supplied on the street. This change will expand the freedom and opportunity of our riders who depend on transit to work later shifts, recreate longer, wait less, and increase the distance they can travel in a given amount of time. Exhibit A provides a detailed report of the Title VI service equity analysis.

### **Customer Feedback**

Pierce Transit held a public hearing at the November 14, 2016 Board of Commissioners meeting to obtain feedback on the alternatives proposed from the comprehensive network analysis. In addition, Pierce Transit hosted three open houses prior to the public hearing and provided an additional feedback mechanism via the Agency website. Pierce Transit's website included information about both alternatives, and proposed system maps. Rider Alert brochures were made available on buses, at retail outlets, public libraries, and at major boarding locations, where staff handed out brochures to riders. Posters were displayed in the fleet to announce the open houses and public hearing. Audio and scrolling text announcements about the proposed changes and how to get more information and provide feedback were run on all local fixed route coaches. On-street communications also helped generate public input. Agency staff posted a total of 289 Rider Alert signs at transit centers, park and ride lots, and individual bus stops where proposed changes would be most impactful. Advertisements were run in eight different local newspapers. Two news releases were sent out, and information was posted on Facebook and Twitter. The News Tribune printed both a column (10/17) and a story (10/18) about the Route Analysis and open houses. Stories also ran in The Suburban Times (10/17), the Tacoma Transit blog (10/14) Seattle Transit blog (10/17), and the University Place Press (11/4). Staff has also provided individual briefings to a number of individuals and groups, including the Pierce County Chief Appointed Officials (city managers), the Regional Mobility Access Partnership (RAMP), the Tacoma Planning Commission, the New Tacoma Neighborhood Council, Downtown on the Go, and the South Tacoma Neighborhood Council. The agency has also reached out internally to employees and encouraged them to offer feedback, including through three of Sue Dreier's "Friday Messages," an article in The BUZZ and by having staff in the Operators' lobby October 28th providing information and gathering feedback. At the public hearing, over 20 individuals provided input on the two system alternatives. Over 200 individuals provided comments via email or by letter. For those that provided a preference between the two alternatives, a higher percentage preferred Alternative 2.

### **Community Transportation Advisory Group (CTAG) Recommendation**

Chris Karnes, CTAG Chair, submitted a letter on behalf of the CTAG which recommends that the Pierce Transit Board of Commissioners adopt "Alternative 2.

ALTERNATIVES:

Adopt a variation of Alternative 2.

RECOMMENDATION:

Approve Resolution No. 16-048, approving the implementation n of Alternative 2 of the Comprehensive Network Analysis and acknowledging review, consideration and approval of the Title VI Service Equity Analysis of Alternative 2.

## RESOLUTION NO. 16-048

A RESOLUTION of the Board of Commissioners of Pierce Transit Approving Implementation of Alternative 2 of the Comprehensive Network Analysis and Acknowledging Review, Consideration, and Approval of the Title VI Service Equity Analysis of Alternative 2

WHEREAS, Pierce Transit's fixed route network was designed decades ago and has not been restructured to take into consideration changes in demographics and land uses; and

WHEREAS, Pierce Transit hired a consultant to help analyze the fixed route network and make recommendations for improvements and efficiencies; and

WHEREAS, customer research concluded that the public priorities were more frequent service and earlier and/or later service on weekdays; and

WHEREAS Board of Commissioner interviews concluded the priorities were improved ridership and attracting more discretionary riders and commuters; and

WHEREAS, the consultant proposed two alternatives; and

WHEREAS, Alternative 2 was recommended because it better meets board and public priorities for service; affords a higher potential for ridership increases; and allows for cost effective expansion of weekday frequency and span of service; and

WHEREAS, Pierce Transit solicited the public's input of the alternatives in a variety of ways including open houses, through the Agency's website, and at a public hearing at Pierce Transit's November 14<sup>th</sup> Board of Commissioners meeting; and

WHEREAS, the changes associated with Alternative 2 constituted a Major Service Change and was subject to a Title VI analysis to examine whether there are adverse effects to minority and low-income populations as a result of the change; and

WHEREAS, certain bus stops and routes proposed for elimination do negatively impact minority and/or low-income populations; and

WHEREAS, mitigation measures will be implemented to address negative impacts; and

WHEREAS, at a system-wide level, Alternative 2 is expected to positively benefit minority and low-income populations by providing a greater number of trips and a longer span of service; and

WHEREAS, the majority of the public that provided a preference for the two alternatives prefer Alternative 2; and

WHEREAS, the Community Transportation Advisory Group submitted a letter recommending the Pierce Transit Board of Commissioners adopt Alternative 2.

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

2 Section 1. The Board of Commissioners approves implementation of Alternative 2 of the  
3 Comprehensive Network Analysis and acknowledges its review, consideration and approval of the Title VI  
4 Service Equity Analysis of Alternative 2.

5 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
6 the 12th day of December, 2016.

7 PIERCE TRANSIT

8  
9  
10 \_\_\_\_\_  
11 Kent Keel, Chair  
12 Board of Commissioners  
13

14 ATTEST/AUTHENTICATED

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

Pierce Transit

# Title VI Service Equity Analysis

Pursuant to FTA Circular 4702.1B

March 2017 Restructure

December 2016

# PIERCE TRANSIT TITLE VI SERVICE EQUITY ANALYSIS

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# PIERCE TRANSIT TITLE VI SERVICE EQUITY ANALYSIS

## 1 INTRODUCTION

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. This analysis was conducted in compliance with Federal Transit Administration (FTA) Circular 4702.1B, which requires any FTA recipient serving a population of 200,000 or greater to evaluate any fare change and any major service change at the planning and programming stages to determine whether those changes have a discriminatory impact. This document is an analysis of the route restructure planned for the March 2017 service change.

## 2 BACKGROUND

After substantial cuts to service in 2011 and 2012, Pierce Transit is in the process of restoring approximately 59,000 fixed-route service hours to be added to the September 2016, March 2017 and September 2017 service changes. The most substantial of these additions will be the 35,000 service hours to be added for the March 2017 service change. Pierce Transit recognized that such a major service addition called for a comprehensive review of how current service was performing and where improvements could be made to maximize the long-term benefits of changes. Like many transit agencies across the country, a confluence of external factors has caused a steady decline in Pierce Transit fixed route ridership while changing land-patterns and increased congestion have in some cases altered the functionality of the route network as originally designed. Therefore in January of 2016 Pierce Transit began collaborating with the consulting firm Nelson/Nygaard on a comprehensive fixed route analysis. Subsequent months were spent analyzing performance data and soliciting input from the Pierce Transit Board of Commissioners and public on the desired outcomes of this route analysis.

The public input, stakeholder discussions, and board outreach had a common theme of desired improvements. Improved route frequency and expanded span of service were the two most desired improvements. The Pierce Transit board also strongly indicated a desire to improve ridership levels. Improved frequencies generally lead to bigger ridership gains than expanded span of service. As a result, four different investment priorities were developed, which were applied to two alternative expansion scenarios. They are as follows:

1. Upgrade urban routes to 30-minute peak frequency
2. Upgrade urban routes to 30-minute mid-day frequency
3. Extend urban route spans to 10 p.m.
4. Extend urban route Saturday span to 10 p.m.

The results of the analysis concluded that the top three priorities could be achieved for the March 2017 service change by shifting, consolidating, and in some cases eliminating certain routes that had unproductive or duplicative service.

## 2.1 Service Characteristics

Guided by public and staff input, detailed ridership/on-time performance data, and Pierce Transit's recently adopted long range plan, two alternative scenarios were developed. Alternative 1 proposed increased frequencies on most existing urban routes and would have no adverse effects on service delivery, however it would also not deliver significant positive benefits. Alternative 2 proposed substantial improvements in span and frequency for all urban routes but would require some routing changes and eliminations. Following a presentation of these alternatives by Nelson/Nygaard at the October 10<sup>th</sup>, 2016, Pierce Transit board meeting, staff were directed by the board to further develop Alternative 2 as the preferred alternative due to its superior ability to achieve the goals set at the outset of the route analysis.

The following tables outline the Alternative 2 alterations to existing service proposed for the March 2017 Service Change.

**Table 1: Routes Experiencing a Change in Weekday Span**

| Route                  | Current Span          | Description of Changes   |
|------------------------|-----------------------|--|
| 4 112th St             | Service until 9:00 PM | Span extended to 10:00pm   |
| 10 Pearl Street        | Service until 7:00 PM | Span extended to 10:00pm   |
| 11 Pt. Defiance        | Service until 6:30 PM | Span extended to 10:00pm   |
| 13 N. 30th Street      | Service until 7:20 PM | Eliminated due to low productivity; hours move to nearby Routes 11, 16                 |
| 14 N. Proctor District | Service until 7:00 PM | Absorbed by Route 11; interlined with Route 41 for on-seat ride to Tacoma Dome Station |
| 16 UPS / TCC           | Service until 8:30 PM | Span extended to 10:00pm   |
| 28 S 12th St           | Service until 8:30 PM | Span extended to 10:00pm   |
| 41 Portland Ave        | Service until 8:30 PM | Span extended to 10:00pm   |
| 42 McKinley Ave        | Service until 7:30 PM | Span extended to 10:00pm   |
| 45 Yakima              | Service until 7:15 PM | Span extended to 10:00pm   |
| 48 Sheridan M St       | Service until 9:30 PM | Span extended to 10:00pm   |
| 51 Union Ave           | Service until 7:45 PM | Eliminated due to low productivity and high overlap; hours move to nearby routes       |
| 52 TCC Tac Mall        | Service until 8:45 PM | Span extended to 10:00pm   |
| 53 University Place    | Service until 8:00 PM | Span extended to 10:00pm   |
| 54 38th St             | Service until 8:30 PM | Span extended to 10:00pm   |
| 55 Parkland Tac Mall   | Service until 9:00 PM | Absorbed by Route 52   |
| 56 56th St             | Service until 7:00 PM | Absorbed by Routes 41, 54  |
| 57 Tacoma Mall         | Service until 8:30 PM | Span extended to 10:00pm   |
| 202 72nd Street        | Service until 9:00 PM | Span extended to 10:00pm   |



|  |                        |                                     |
|--|------------------------|-------------------------------------|
| 206 Pacific Hwy / Tillicum / Ft. Lewis | Service until 9:00 PM  | Span extended to 10:00pm            |
| 212 Steilacoom                         | Service until 9:00 PM  | Span extended to 10:00pm            |
| 214 Washington                         | Service until 8:30 PM  | Span extended to 10:00pm            |
| 300 S Tacoma Way                       | Service until 9:00 PM  | Mostly absorbed by Routes 3 and 206 |
| 500 Federal Way                        | Service until 10:30 PM | Span extended to 11:00pm            |

**Table 2: Routes Experiencing a Change in Weekday Frequency**

| Route                                  | Current Frequencies |        |         | Description of Changes   |
|--|---------------------|--------|---------|--|
|  | Peak                | Midday | Evening |  |
| 10 Pearl Street                        | 30                  | 30     | 60      | Mid-day frequency improved to 30 minutes   |
| 11 Pt. Defiance                        | 30                  | 60     | -       | Peak and mid-day frequency improved to 30 minutes                                    |
| 13 N. 30th Street                      | 30                  | 60     | -       | Eliminated due to low productivity; hours move to nearby Routes 11, 16               |
| 14 N. Proctor District                 | 30                  | 60     | 60      | Absorbed by Route 11; interlined with Route 41 for one-seat ride to Tacoma Dome Stn. |
| 16 UPS / TCC                           | 30                  | 30     | 60      | Peak and mid-day frequency improved to 30 minutes                                    |
| 28 S 12th St                           | 30                  | 30     | 60      | Mid-day frequency improved to 30 minutes   |
| 41 Portland Ave                        | 30                  | 30     | 60      | Mid-day frequency improved to 30 minutes   |
| 42 McKinley Ave                        | 30                  | 30     | 60      | Mid-day frequency improved to 30 minutes   |
| 45 Yakima                              | 30                  | 30     | 60      | Peak and mid-day frequency improved to 30 minutes                                    |
| 48 Sheridan M St                       | 30                  | 30     | 60      | Mid-day frequency improved to 30 minutes   |
| 51 Union Ave                           | 30                  | 60     | 60      | Eliminated due to low productivity and high overlap; hours move to nearby routes     |
| 53 University Place                    | 30                  | 30     | 30-60   | Peak and mid-day frequency improved to 30 minutes                                    |
| 54 38th St                             | 30                  | 60     | 60      | Peak and mid-day frequency improved to 30 minutes                                    |
| 56 56th St                             | 30                  | 30     | 60      | Absorbed by Routes 41, 54  |
| 206 Pacific Hwy / Tillicum / Ft. Lewis | 30                  | 40     | 40-60   | Mid-day frequency improved to 30 minutes   |
| 300 S Tacoma Way                       | 30                  | 30     | 30-60   | Mostly absorbed by Routes 3 and 206  |
| 400 Puyallup / Downtown Tacoma         | 20AM/30PM           | 60     | 60      | PM peak frequency improved to 20 minutes   |
| 402 Meridian / Federal Way             | 30                  | 60     | 60      | Mid-day frequency improved to 30 minutes   |
| 500 Federal Way                        | 30                  | 30     | 60      | Mid-day frequency improved to 30 minutes   |

**Table 3: Routes Experiencing a Change in Alignment or Elimination**

| <b>Route</b>                           | <b>Description of Changes</b>   |
|--|---|
| 3 Lakewood / Tacoma                    | Shifted to serve S Tacoma Way corridor from Tacoma Mall Transit Center (TMTC) to SR-512 P&R                               |
| 4 112th St                             | Shifted to 100th St SW in coordination with Route 3 re-route  |
| 10 Pearl Street                        | Mid-day frequency improved to 30 minutes; Service extended to 10:00pm   |
| 11 Pt. Defiance                        | Peak and mid-day frequency improved to 30 minutes; Service extended to 10:00pm  |
| 13 N. 30th Street                      | Eliminated due to low productivity  |
| 14 N. Proctor District                 | Absorbed by Route 11 between Proctor and Commerce   |
| 16 UPS / TCC                           | Peak and mid-day frequency improved to 30 minutes; Service extended to 10:00pm  |
| 41 Portland Ave                        | New terminus of Tacoma Mall Transit Center; Weekday frequency improved to 30 minutes mid-day; Service extended to 10:00pm |
| 48 Sheridan M St                       | Weekday frequency improved to 30 minutes mid-day; Service extended to 10:00pm   |
| 51 Union Ave                           | Route eliminated due to low productivity  |
| 52 TCC Tac Mall                        | Appended with Route 55  |
| 53 University Place                    | East of S Tacoma Way, new routing to TMTC between S 66th St and S 48th St via S Oakes St; No service east of TMTC         |
| 54 38th St                             | Routing adjusted to serve more S 38th St, Portland Ave corridors, 72nd St TC  |
| 55 Parkland Tac Mall                   | Absorbed by Route 52  |
| 56 56th St                             | Absorbed by Routes 41, 54   |
| 206 Pacific Hwy / Tillicum / Ft. Lewis | Adjusted to serve Springbrook neighborhood  |
| 300 S Tacoma Way                       | Route eliminated due to overlap with Route 3, low productivity  |

## Outreach and Decision-making

The addition or deletion of more than 20% of a route's service hours or miles is considered a major service change under Pierce Transit's Major Service Change Policy (see 3.1) and requires a Title VI Service Equity Analysis and public outreach.

Public outreach included six public open houses and seven stakeholder outreach meetings. The locations and groups are provided in Tables 4 and 5. The first three public open houses were designed to solicit public input to help develop the alternative vision of a major addition in service. Following the unveiling of Alternatives 1 and 2 on October 10, 2016, at a study session prior to Pierce Transit's regular Board of Commissioner's meeting, an additional three open-houses were held in order to simultaneously inform the public of proposed changes as well as garner more targeted feedback. The open-houses were advertised online, in print, and via Automated Vehicle Announcements (AVA) on-board Pierce Transit buses.

Pierce Transit's Board of Commissioners held a Public Hearing on the proposed restructure on November 14, 2016. Legal notices were published on November 2, 2016, 12 days in advance of the public hearing scheduled to take place at the Board of Commissioners' meeting. The legal notice and rider alert was also published on Pierce Transit's web site in advance of the public hearing.

**Table 4: Public Outreach Open-Houses**

| City     | Place                             | Date       |
|----------|-----------------------------------|------------|
| Lakewood | Pierce Transit                    | 7/28/2016  |
| Puyallup | Puyallup Library                  | 8/9/2016   |
| Tacoma   | Hilltop Community Health Clinic   | 8/11/2016  |
| Tacoma   | Wheelock Library                  | 10/18/2016 |
| Tacoma   | Salishan Family Investment Center | 10/19/2016 |
| Lakewood | Pierce Transit                    | 10/25/2016 |

Written comments and attendance were recorded for each public meeting.

At least 6 meetings regarding proposed changes were held with stakeholders.

**Table 5: Stakeholder Outreach Meetings**

| Organization                                    | Date       |
|---|------------|
| Pierce County Chief Appointed Officials Meeting | 10/27/2016 |
| City of Tacoma Planning Commission              | 11/2/2016  |
| RAMP - Chamber of Commerce meeting              | 11/2/2016  |
| North Tacoma Neighborhood Council               | 11/7/2016  |
| New Tacoma Neighborhood Council                 | 11/9/2016  |
| South Tacoma Neighborhood Council               | 11/16/2016 |
| Partner Café                                    | 11/18/2016 |

Additionally, a project website (<http://www.piercetransit.org/route-analysis-moving-forward/>) was created in order to communicate proposed changes to the public. The website included a “Build Your Own System” survey tool, which granted respondents a hypothetical budget and asked them to make tradeoffs regarding which improvements to Pierce Transit service were most valued. A feedback tool provided an avenue for direct comments on proposed changes or suggestions. A separate tab on the project website informed the public of potential Title VI-related impacts.

All comments were saved and categorized. As of November 26, 2016, 366 comments have been submitted regarding the route analysis. As of August 16, 2016, 861 Build Your Own System surveys were completed.

### 3 TITLE VI POLICIES & DEFINITIONS

Pierce Transit's Board of Commissioners adopted three policies in February 2013 related to Title VI that guide this analysis: Major Service Change Policy; Disparate Impact Policy; and Disproportionate Burden Policy. The requirement for these policies comes from Federal Transit Administration (FTA) Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients" which became effective October 1, 2012. The Circular requires any FTA recipient that operates 50 or more fixed route vehicles in peak service and serving a population of 200,000 persons or greater to evaluate any fare change and any major service change at the planning and programming stages to determine whether those changes have a discriminatory impact.

#### 3.1 PIERCE TRANSIT MAJOR SERVICE CHANGE POLICY

The purpose of this policy is to establish a threshold that defines a major service change and to define an adverse effect caused by a major service change.

A major service change is defined as any change in service on any individual route that would add or eliminate more than twenty percent of the route revenue miles or twenty percent of the route revenue hours. All major service changes will be subject to an equity analysis which includes an analysis of adverse effects on minority and low income populations.

An adverse effect is defined as a geographical or time-based reduction in service which includes but is not limited to: Span of service changes, frequency changes, route segment elimination, re-routing, or route elimination.

#### 3.2 PIERCE TRANSIT DISPROPORTIONATE BURDEN POLICY

The purpose of this policy is to establish a threshold which identifies when the adverse effects of a major service change or any fare change are borne disproportionately by low income<sup>1</sup> populations.

A disproportionate burden occurs when the low income population adversely affected by a fare or service change is five percent more than the average low income population of Pierce Transit's service area.

Disproportionate burden on routes with either Span of service changes and/or frequency changes will be determined by analyzing all routes with such changes together. Disproportionate burden on routes with segment elimination, re-routing, or route elimination will be determined on a route by route basis.

If Pierce Transit finds a potential disproportionate burden, the agency will take steps to avoid, minimize or mitigate impacts and then reanalyze the modified service plan to determine whether the impacts were removed. If Pierce Transit chooses not to alter the proposed changes, the agency may implement the service or fare change if there is substantial legitimate justification for the change AND the agency can show that there are no alternatives that would have less of an impact on low income population and would still accomplish the agency's legitimate program goals.

---

<sup>1</sup> **Low Income Population** – Persons reporting as being under the federal household poverty limit as defined by the U.S. Department of Health and Human Services. In 2015 the poverty level for a family of four was \$24,250.

### 3.3 **PIERCE TRANSIT DISPARATE IMPACT POLICY**

The purpose of this policy is to establish a threshold which identifies when adverse effects of a major service change or any fare change are borne disproportionately by minority populations.

A disparate impact occurs when the minority population<sup>2</sup> adversely affected by a fare or service change is ten percent more than the average minority population of Pierce Transit's service area.

Disparate impacts on routes with either Span of service changes and/or frequency changes will be determined by analyzing all routes with such changes together. Disparate impacts on routes with segment elimination, re-routing, or route elimination will be determined on a route by route basis.

If Pierce Transit finds a potential disparate impact, the agency will take steps to avoid, minimize or mitigate impacts and then reanalyze the modified service plan to determine whether the impacts were removed. If Pierce Transit chooses not to alter the proposed changes, the agency may implement the service or fare change if there is substantial legitimate justification for the change AND the agency can show that there are no alternatives that would have less of an impact on the minority population and would still accomplish the agency's legitimate program goals.

---

<sup>2</sup> **Minority Population** – Persons identifying themselves as a race other than white or of Hispanic origin, self-reported in the U.S. Census.

## 4 METHODOLOGY

Pierce Transit is required to evaluate changes to span and frequency as separate categories in order to determine whether disparate impacts or disproportionate burdens exist at a systematic level under each category. Conversely, changes to routing which meet major service change thresholds are required to be analyzed on a route-by-route basis to determine disparate impacts/disproportionate burdens and additionally require documentation of mitigation efforts.

Pierce Transit staff used Remix ([www.remix.com](http://www.remix.com)) to aid in the quantitative aspects of the Title VI analysis for this project. Remix allows you to automatically generate a Title VI report (based on Census data) by comparing existing service to a set of proposed changes. The methodology used by Remix to achieve this includes the following steps:

1. Obtain population demographics information near a route, including its low income and minority percentage.
  - For each route, build a shape file that represents the area within a quarter mile of any of its stops.
  - Intersect the catchment area with 2009-2013 ACS Census data. Obtain a list of block groups and the percentage that overlap with each.
  - For each block group, take the percentage of overlap and multiply it by the block group's statistics.
  - Obtain the population, minority population, and low income population for each group and sum them together. This is the total population a route could serve.
2. Compare the number of people-trips, before and after.
  - Multiply the population near a route by the number of trips it makes (per year) to derive "people-trips".
  - Repeat for low income and minority populations to derive "low income people-trips" and "minority people trips".
  - Compare these numbers between the before and after versions of the route, to obtain a set of people-trip differences. Routes that have identical names in the before and after scenarios are placed in the same row of the analysis table.
3. Calculate the total difference in people-trips across the transit system.
  - Repeat the process above for every route in the transit system.
  - Sum together the difference in people trips. This will return three numbers: total difference in people-trips, total difference in low income people-trips, and total difference in minority people trips.
4. Calculate the change borne by low income and minority populations.
  - Divide the total difference in low income people trips by the total difference in people-trips to get the percentage of change borne by those with low incomes.
  - Repeat for minority people-trips.
5. Compare the percentage change to the average in the service area.
  - Calculate the average percentage of low income and minority populations across the entire service area.
  - Subtract from the change borne by those populations.

- Obtain the two final numbers: the difference between the impact this set of transit changes had on low income and minority populations compared to the percentage population of low income and minority populations that live in the service area.

The equity analysis is provided in Section 5.



## 5 EFFECTS OF PROPOSED SERVICE CHANGE ON MINORITY AND LOW INCOME POPULATIONS

### 5.1 Impact of Service Change on Minority and Low Income Populations

Table 5-1 summarizes the characteristics of routes experiencing a change in span. For a detailed breakdown of the before and after service level characteristics of each route see Appendix 1.

**Table 5-1: Analysis of Span Changes on Low Income and Minority Populations**

|                 | Low Income | Minority |
|-----------------|------------|----------|
| Change Borne By | 17.4%      | 32.4%    |
| Area Average    | 14.3%      | 35.3%    |
| Delta           | 3.1%       | -2.9%    |

Low Income populations on routes with span changes experience a greater fraction of people-trips than previous levels of service. Thus at the system level there are no adverse impacts to low income populations.

Minority populations do experience a decrease in total fraction of people-trips relative to the system average; however, this difference is below the 10% threshold of adverse impacts which would trigger a disparate impact.

Table 5-2 summarizes the characteristics of routes experiencing a change in frequency. For a detailed breakdown of the before and after service level characteristics of each route see Appendix 2.

**Table 5-2: Analysis of Frequency Changes on Low Income and Minority Populations**

|                 | Low Income | Minority |
|-----------------|------------|----------|
| Change Borne By | 16.9%      | 30.2%    |
| Area Average    | 14.3%      | 35.3%    |
| Delta           | 2.6%       | -5.1%    |

Low Income populations on routes with frequency changes experience a greater fraction of people-trips than previous levels of service. Thus at the system level there are no adverse impacts to low income populations.

Minority populations do experience a decrease in fraction of people-trips relative to the system average; however, this difference is below the 10% threshold of adverse impacts which would trigger a disparate impact.

Table 5-3 outlines which routes experience changes to their alignment, how these changes would be distributed among low income and minority populations, whether these changes meet the thresholds of a disproportionate burden or disparate impact, and what mitigation steps are being undertaken.

**Table 5-3: Analysis of Route Changes or Elimination on Low Income and Minority Populations**

| Route                                  | Change Borne By Low Income | Change Borne by Minorities | Existing Route Miles Changed % | Disparate Impact OR Disproportionate Burden | Mitigation   |
|--|----------------------------|----------------------------|--------------------------------|---|--|
| 3 Lakewood / Tacoma                    | 24.7%                      | 7.5%                       | 64%                            | Yes   | Stops previously served by Route 3 will in most cases continue to be served by restructured Routes 48 and 53   |
| 4 112th St                             | 176.1% <sup>3</sup>        | 263.0% <sup>3</sup>        | 15%                            | No  | Stops no longer served by Route 4 would be served by restructured Route 3  |
| 10 Pearl Street                        | 17.4%                      | 30.3%                      | 10%                            | No  | Mid-day frequency improved to 30 minutes on weekdays; Weekday span extended to 10:00pm   |
| 11 Pt. Defiance                        | 17.9%                      | 19.5%                      | 43%                            | Yes   | East of N Proctor St, shifted to cover absorb nearby Route 14; restructured route will mostly remain within 1/4 mile of existing Route 11                                      |
| 13 N. 30th Street                      | 19.5%                      | 27.5%                      | 100%                           | Yes   | Eliminated; Hours move to nearby Routes 11, 16   |
| 14 N. Proctor District                 | 23.1%                      | 23.7%                      | 100%                           | Yes   | Eliminated; Most stops would be served by Route 11; Interlined with Route 41 for on-seat ride to Tacoma Dome Station   |
| 16 UPS / TCC                           | 17.1%                      | 26.5%                      | 24%                            | No  | Shifted to serve gaps in service along N Pearl St and N 26h St   |
| 41 Portland Ave                        | 19.4%                      | 35.8%                      | 17%                            | Yes   | Segment eliminated from Portland Ave between E 56th St and E 72nd St to be served by Route 54  |
| 48 Sheridan M St                       | 29.7%                      | 56.0%                      | 42%                            | Yes   | Stops along Jefferson Ave will be served by Route 3  |
| 51 Union Ave                           | 22.3%                      | 43.3%                      | 100%                           | Yes   | Eliminated; Most stops currently served by Route 51 will continue to be served by Routes 206, 2, 53, 52, 57, 11, and 16, which will see improvements in span and/or frequency. |
| 52 TCC Tac Mall                        | 25.3%                      | 55.8%                      | 0%                             | No  | Appended to Route 55; Will create one-seat ride from TCC to Parkland TC  |
| 53 University Place                    | 4.6%                       | 30.9%                      | 36%                            | Yes   | Peak and mid-day frequency improved to 30 minutes; Service extended to 10:00pm; Routes 1, 54 fill coverage gap   |
| 54 38th St                             | -31.0%                     | -71.3%                     | 47%                            | Yes   | Peak and mid-day frequency improved to 30 minutes; Service extended to 10:00pm   |
| 55 Parkland Tac Mall                   | 25.5%                      | 55.8%                      | 100%                           | No  | Appended to Route 55; Service extended to 10:00pm; Will allow for one seat ride from Parkland TC to TCC  |
| 56 56th St                             | 22.2%                      | 51.9%                      | 100%                           | Yes   | Eliminated; Service nearby routes extended to 10:00pm  |
| 206 Pacific Hwy / Tillicum / Ft. Lewis | 38.2%                      | 65.8%                      | 8%                             | No  | Peak and mid-day weekday frequency improved to 30 minutes; Service extended to 10:00pm   |
| 300 S Tacoma Way                       | 28.9%                      | 57.9%                      | 100%                           | Yes   | Eliminated; Gaps filled by shifting Routes 48, 53; GO transit will provide access to JBLM via SR-512, Lakewood Transit Center  |

<sup>3</sup> Value exceeds 100% since the numerator is greater than the denominator.

Note that only changes triggering disproportionate burden or disparate impact require mitigation. It is possible that changes to the overall number of people-trips by a re-route are small, while the changes to low income or minority people trips can be high. For example, moving Route 4 away from a pocket of residential areas reduced the total number of people living within a quarter mile of stops, but there are more trips, so the total change in people trips is relatively small. The difference in number of people-trips would be calculated as (people-trips after change) minus (people-trips before change), or  $(16,689 \text{ people} \times 9,920 \text{ trips}) - (17,224 \text{ people} \times 9,965) = -915,080 \text{ people-trips}$ . The low income people-trip count in the before scenario is  $(16,689 \text{ people} \times 9,920 \text{ trips} \times 18.5\%) - (17,224 \text{ people} \times 9,965 \times 19.4\%) = -1,611,685$ . In this case the “% Change borne by...” value exceeds 100% since the numerator (-1,611,685) is greater than the denominator (-915,080).

There are **eleven** routes with changes large enough to warrant a major service change threshold of 20% AND create a disproportionate burden **and/or** disparate impact.

## 5.2 Disproportionate Burden Analysis

Pierce Transit’s policy states that a disproportionate burden occurs when the low income population adversely affected by a fare or service change is 5% more than the average low income population of Pierce Transit’s service area. An adverse effect is defined in the Major Service Change Policy as a geographical or time-based reduction in service which includes but is not limited to: Span of service changes, frequency changes, route segment elimination, re-routing, or route elimination.

Appendix 6.1, 6.2 and 6.3 highlights the full list of variables (route change %, adverse effect, change borne by %) which established the determinations of disproportionate burdens. There are total of **ten** routes which meet the threshold of disproportionate burden; these are Routes 3, 13, 14, 41, 48, 51, 53, 54, 56, and 300. The proposed mitigation addressing these disparate impacts can be found in Table 5-3, above. Mitigation includes adding span and or frequency to nearby stops, adding new routing to or near impacted stops, and partnering with other transit agencies to bridge gaps and/or enhance service.

## 5.3 Disparate Impact Analysis

Pierce Transit’s policy states that a disparate impact occurs when the minority population adversely affected by a fare or service change is 10% more than the average minority population of Pierce Transit’s service area. An adverse effect is defined in the Major Service Change Policy as a geographical or time-based reduction in service which includes but is not limited to: Span of service changes, frequency changes, route segment elimination, re-routing, or route elimination.

Appendix 6.1, 6.2 and 6.3 highlights the full list of variables (route change %, adverse effect, change borne by %) which established a determination of disparate impact. There are total of **seven** routes which meet the threshold of disparate impact; these are Routes 3, 11, 14, 48, 54, 56, and 300. The proposed mitigation addressing these disparate impacts can be found in Table 5-3. Mitigation includes adding span and or frequency to nearby stops, adding new routing to or near impacted stops, and partnering with other transit agencies to bridge gaps and/or enhance service.

For more details on proposed routing changes, please see maps for each route on the following pages. Where current and proposed routings differ, a dashed line indicates the corridor of service which would be lost. The blue lines indicate proposed service. The violet, orange, and red shading indicates where the average percentage of low income, minorities, or both categories is above the PTBA average.

Figure 5-1 Restructured Route 3

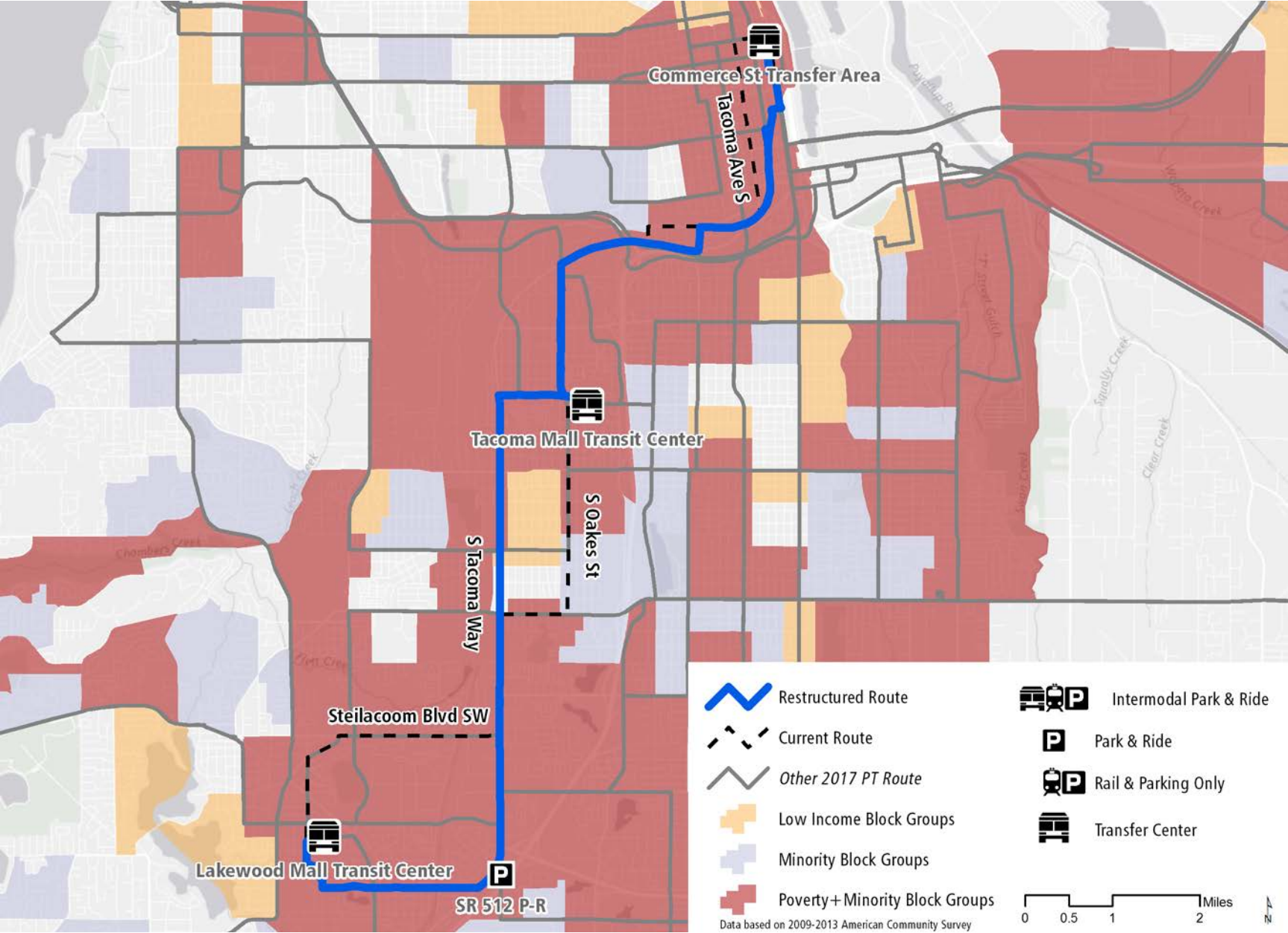


Figure 5-2 Restructured Route 4

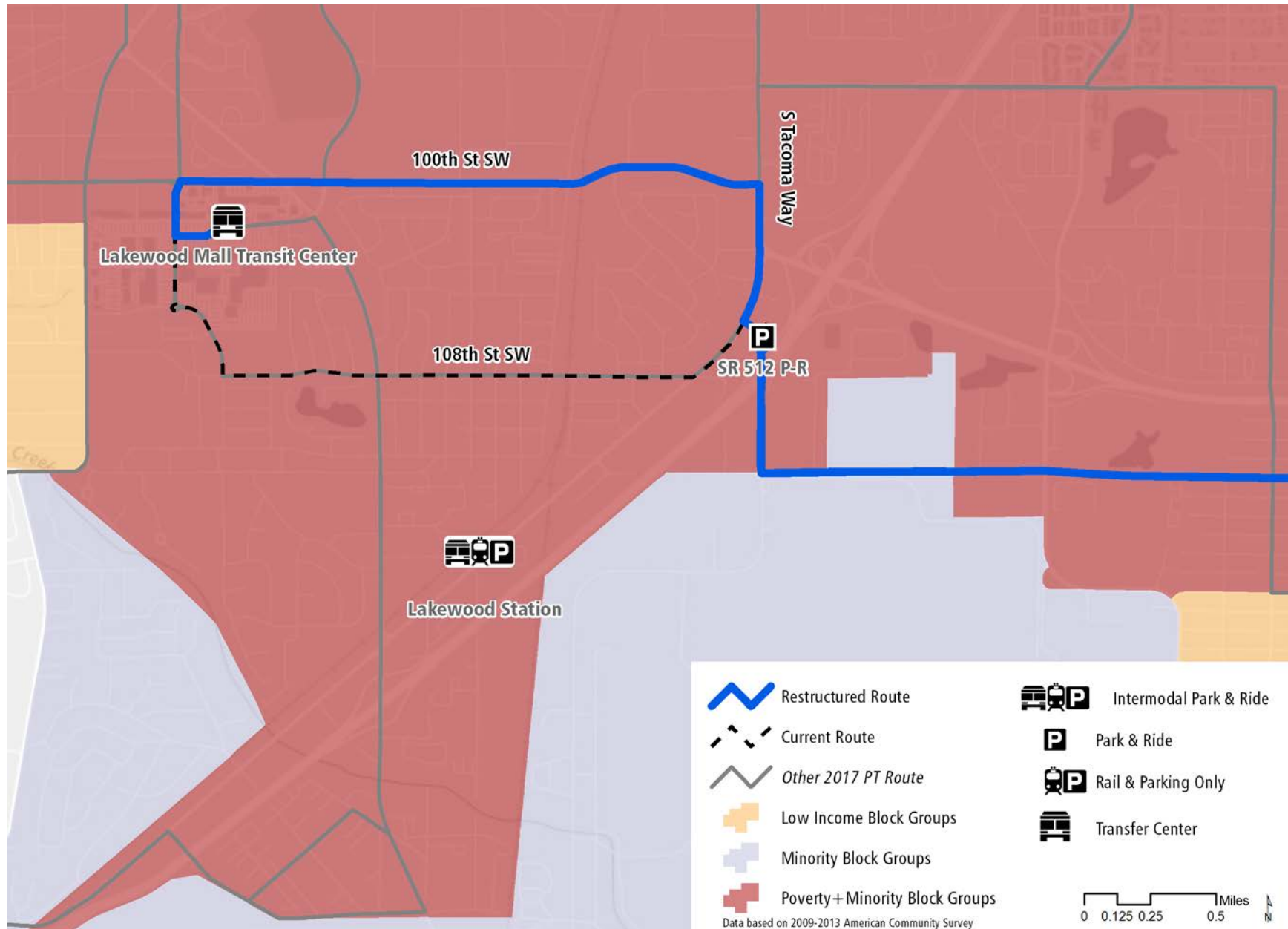




Figure 5-3 Restructured Route 10

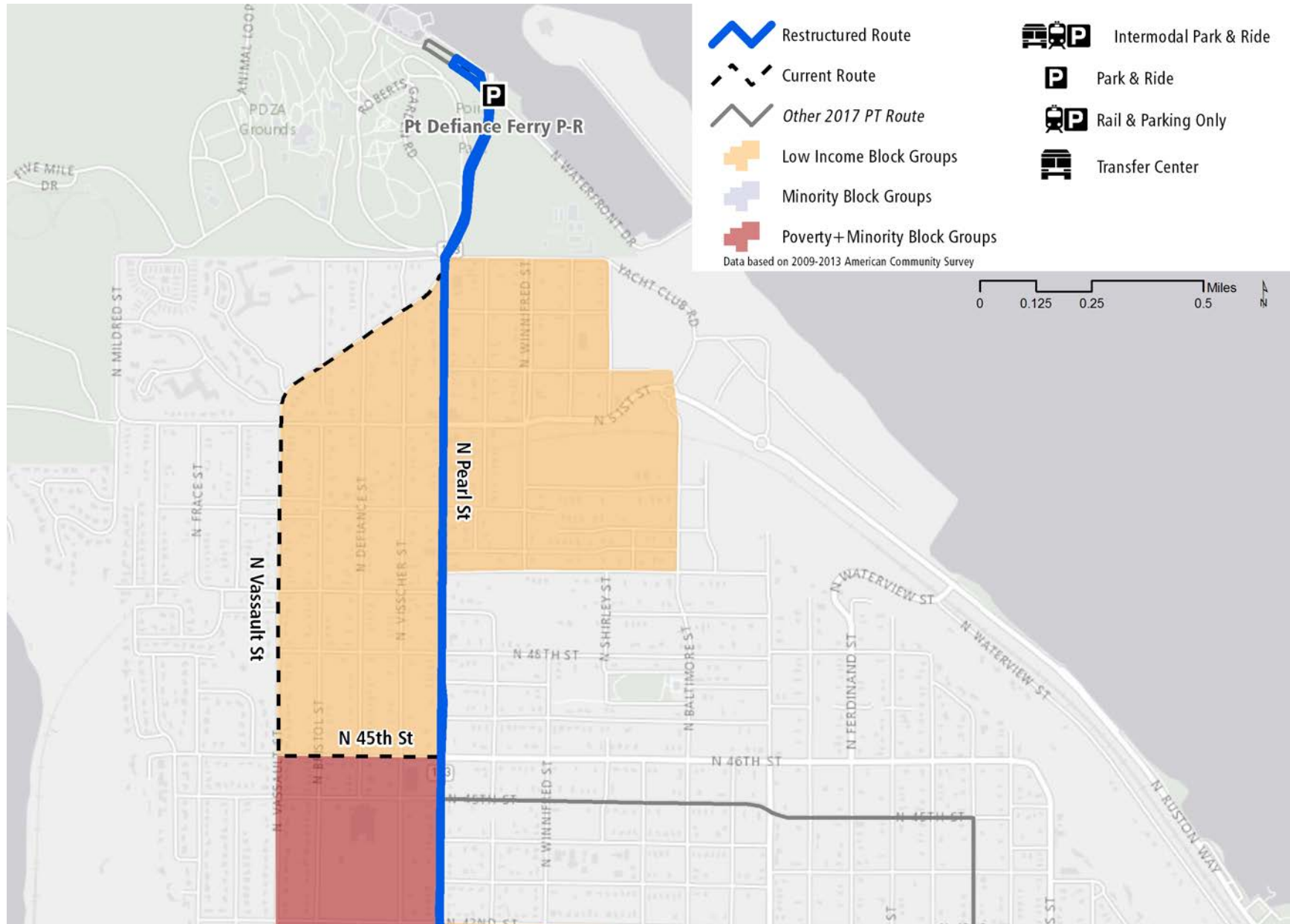


Figure 5-4 Restructured Route 11

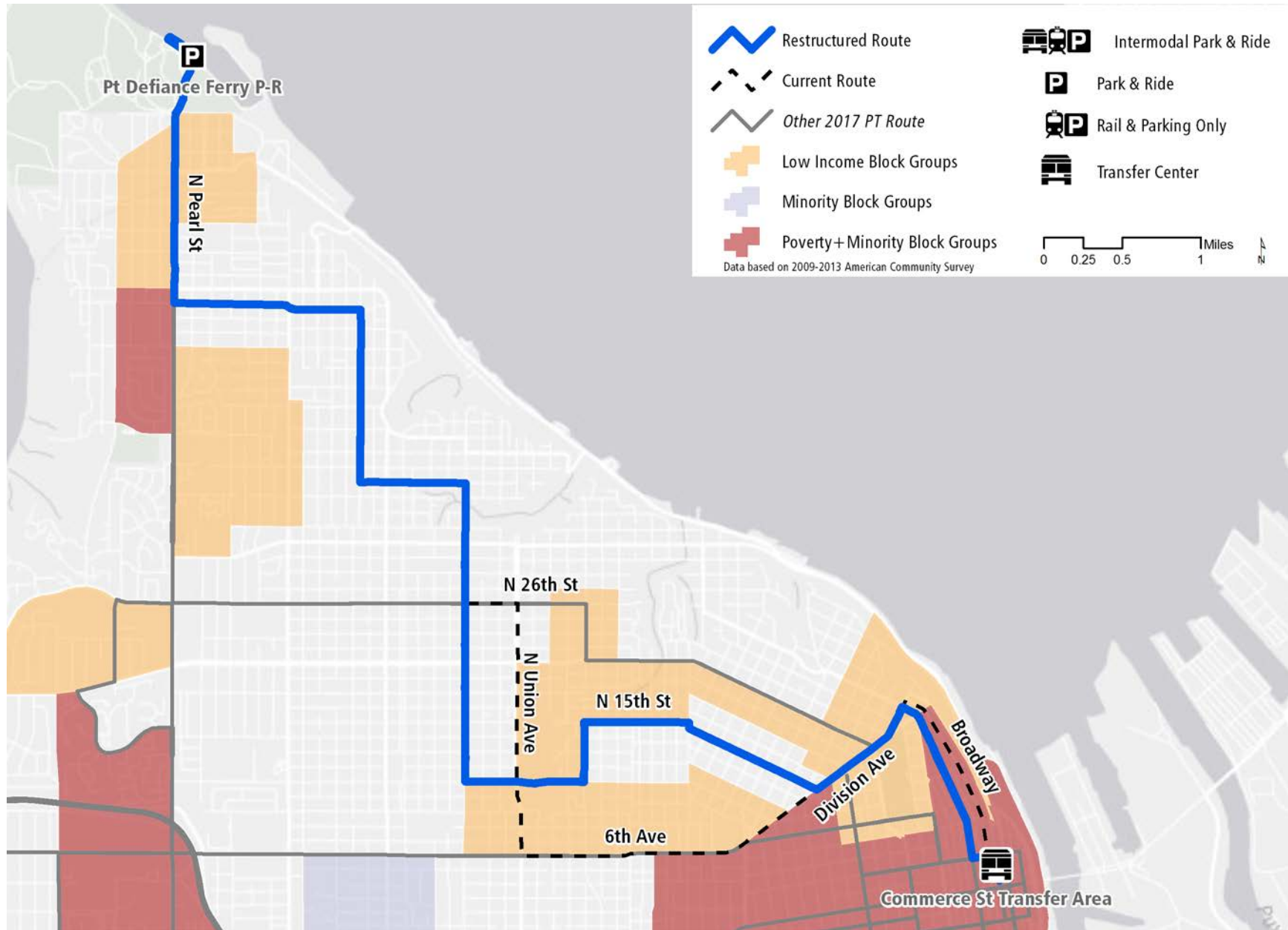


Figure 5-5 Eliminated Route 13

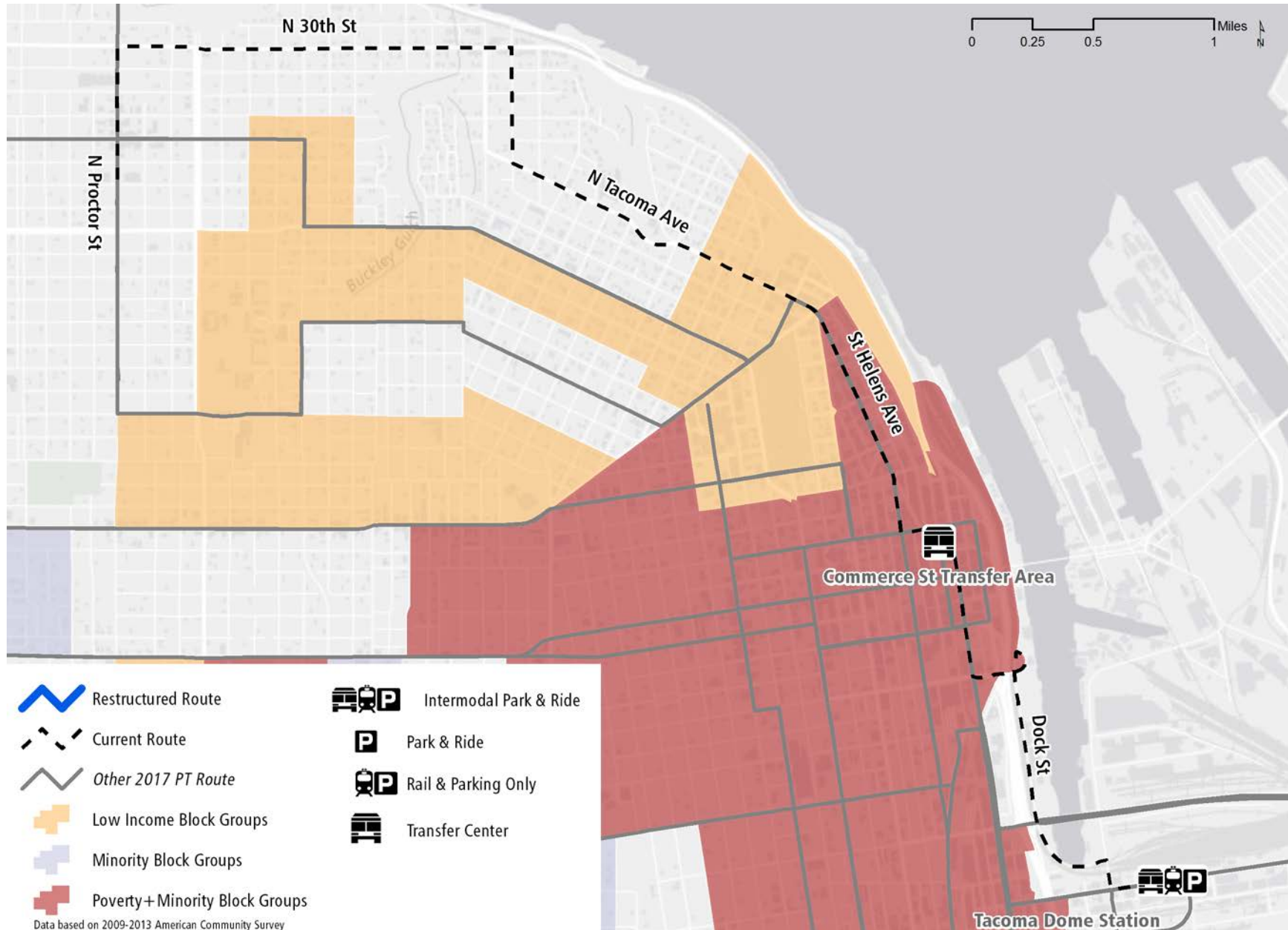




Figure 5-6 Eliminated Route 14

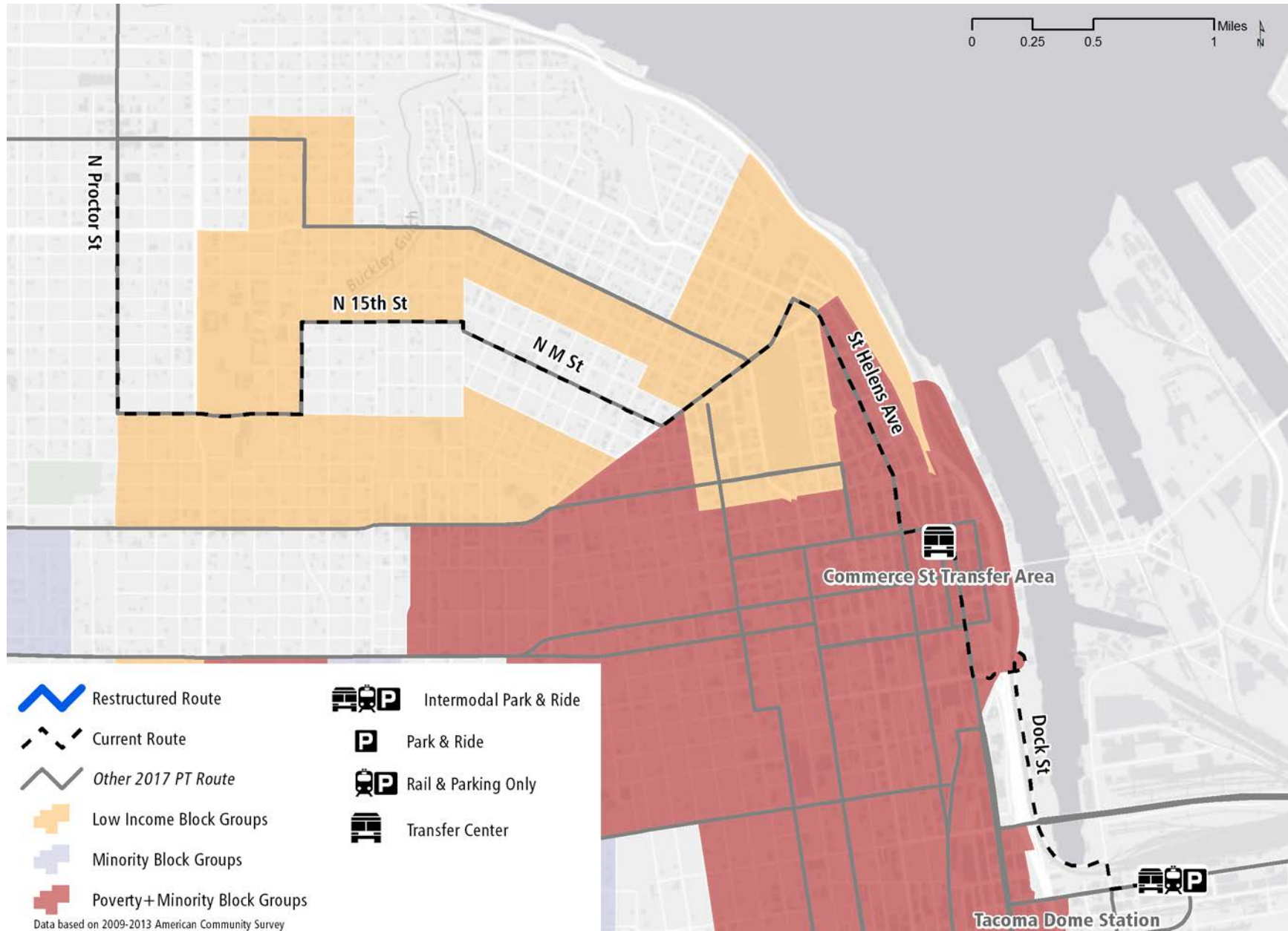


Figure 5-5 Restructured Route 16

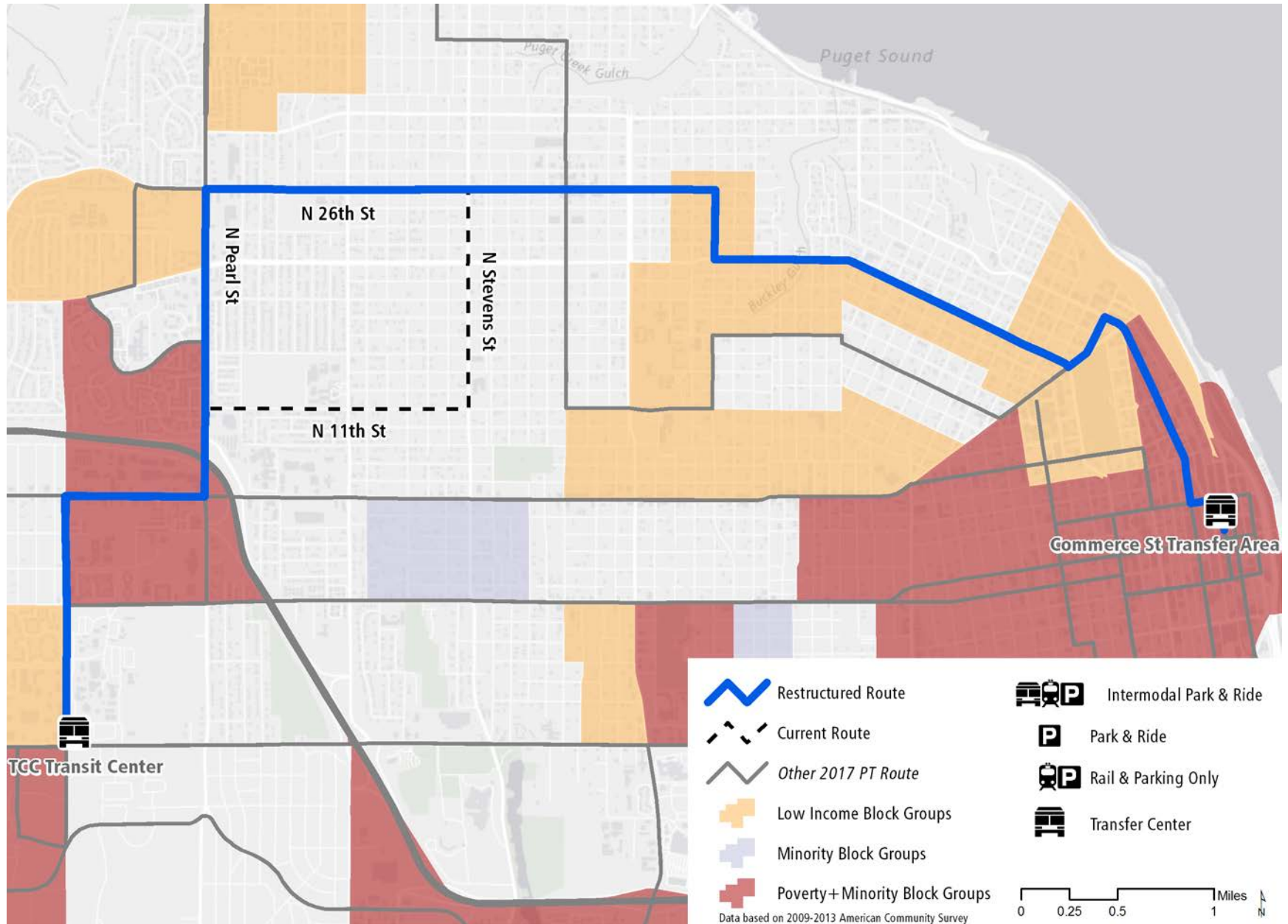


Figure 5-6 Restructured Route 41

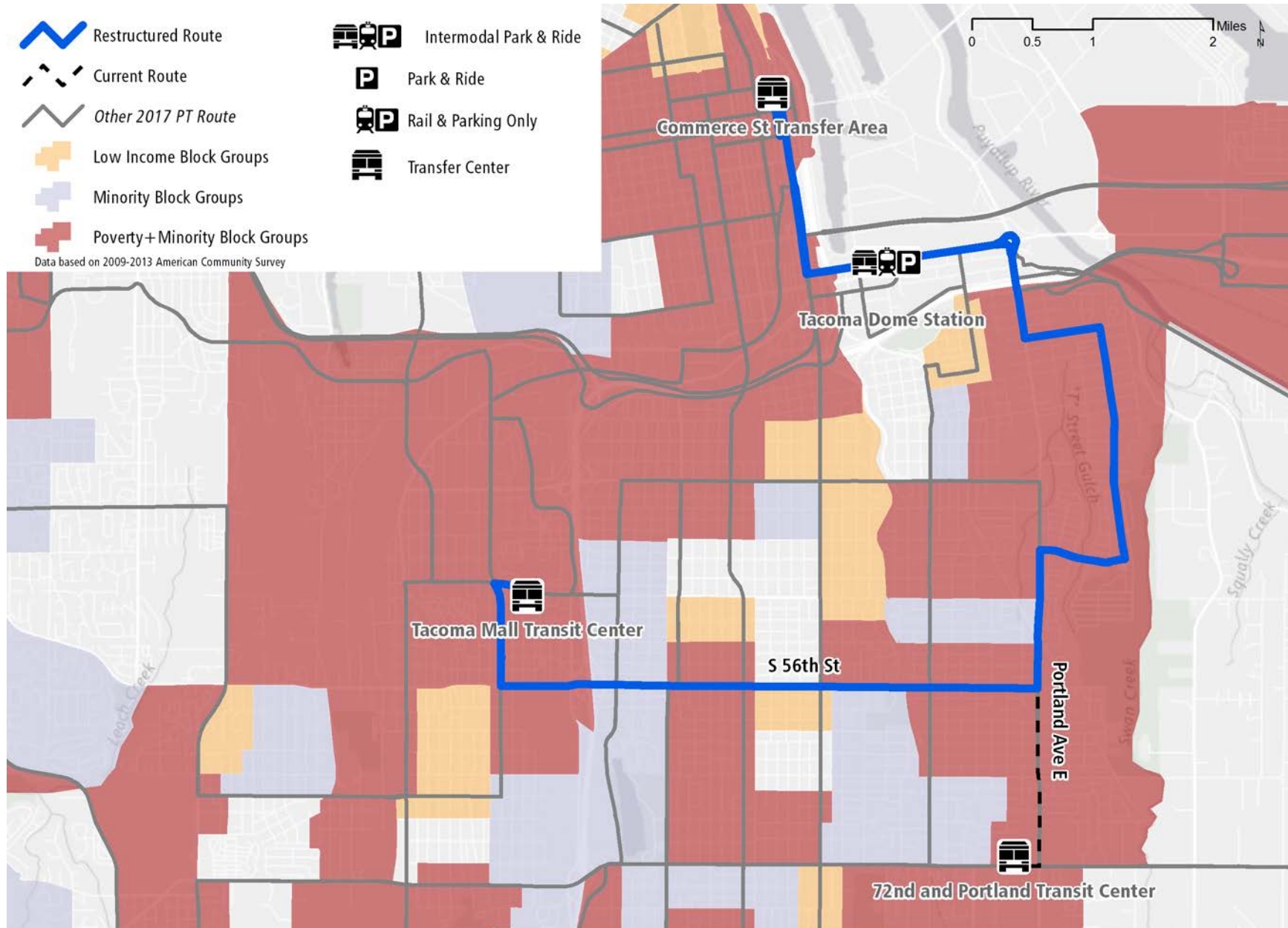




Figure 5-7 Restructured Route 48

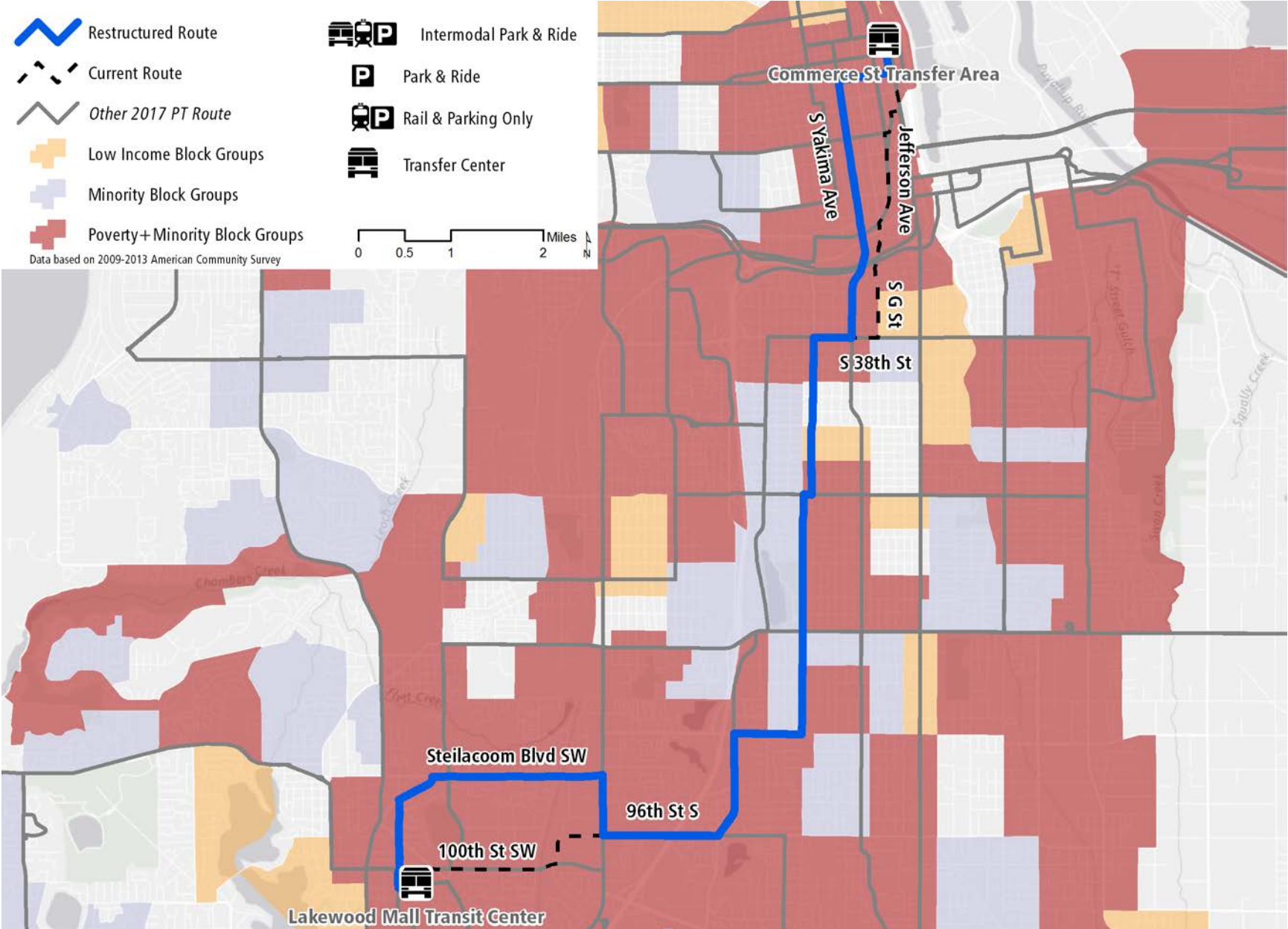


Figure 5-8 Eliminated Route 51

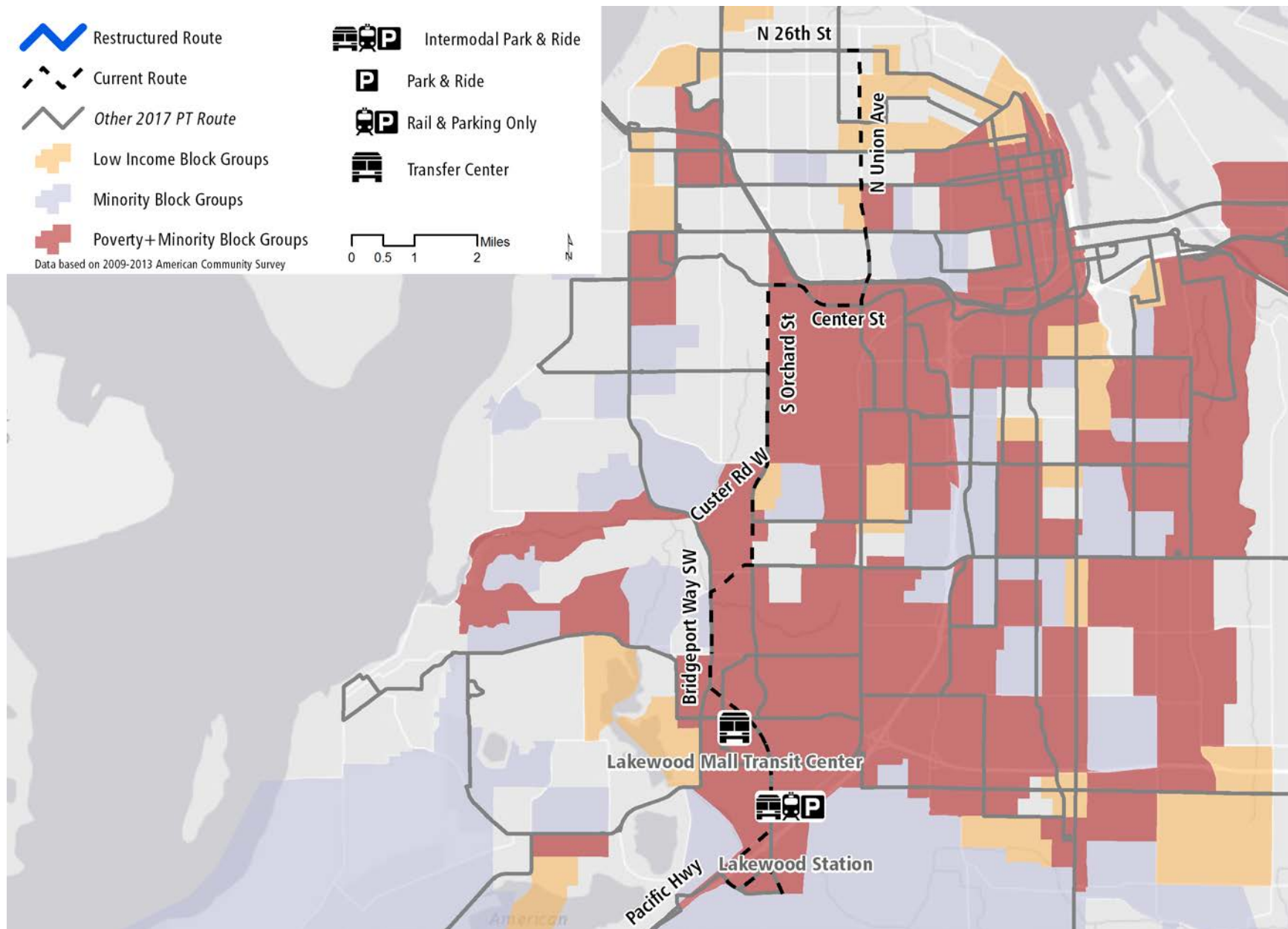


Figure 5-9 Restructured Route 52 + 55 (named Route 52)

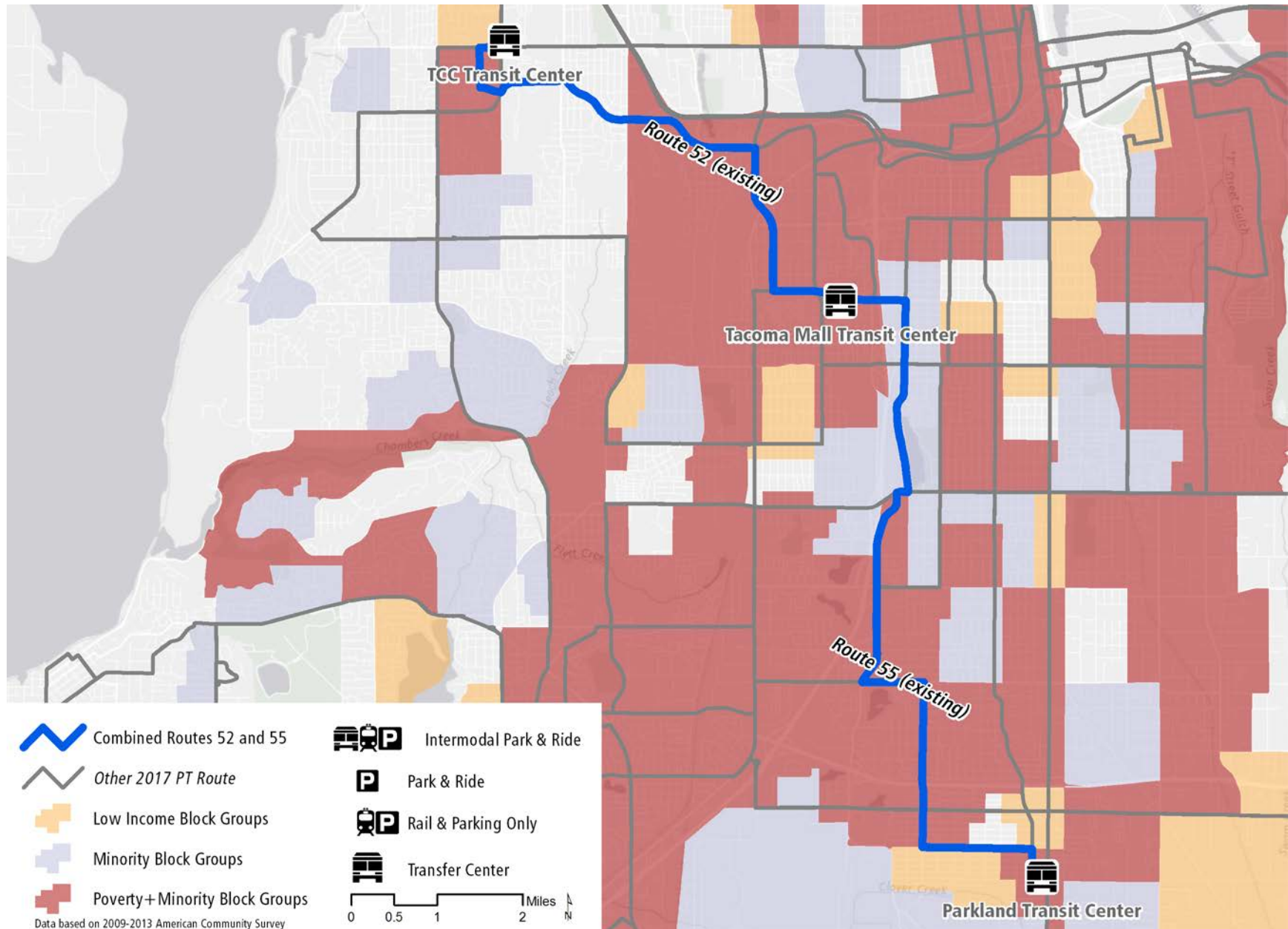




Figure 5-10 Restructured Route 53

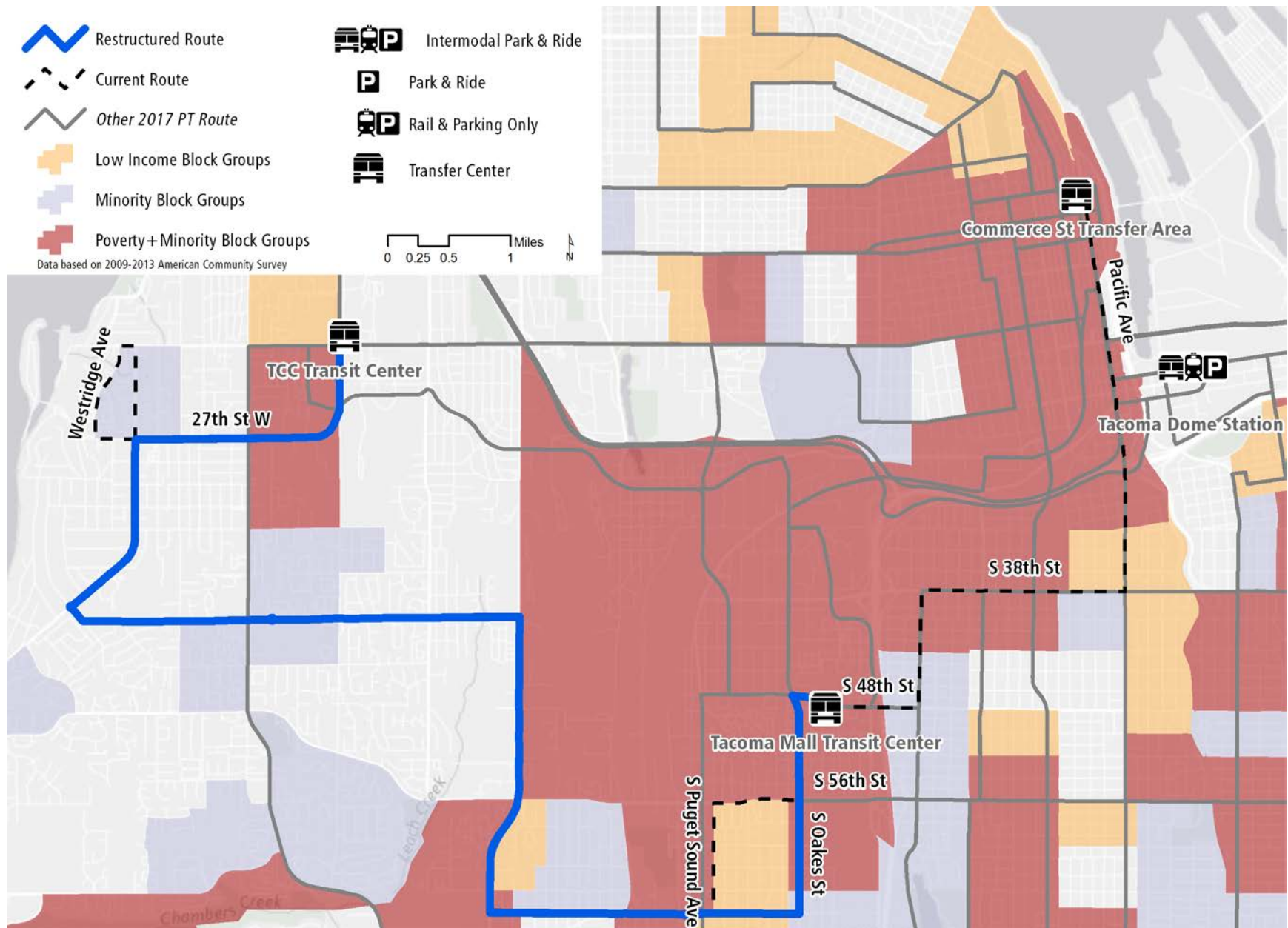


Figure 5-11 Restructured Route 54

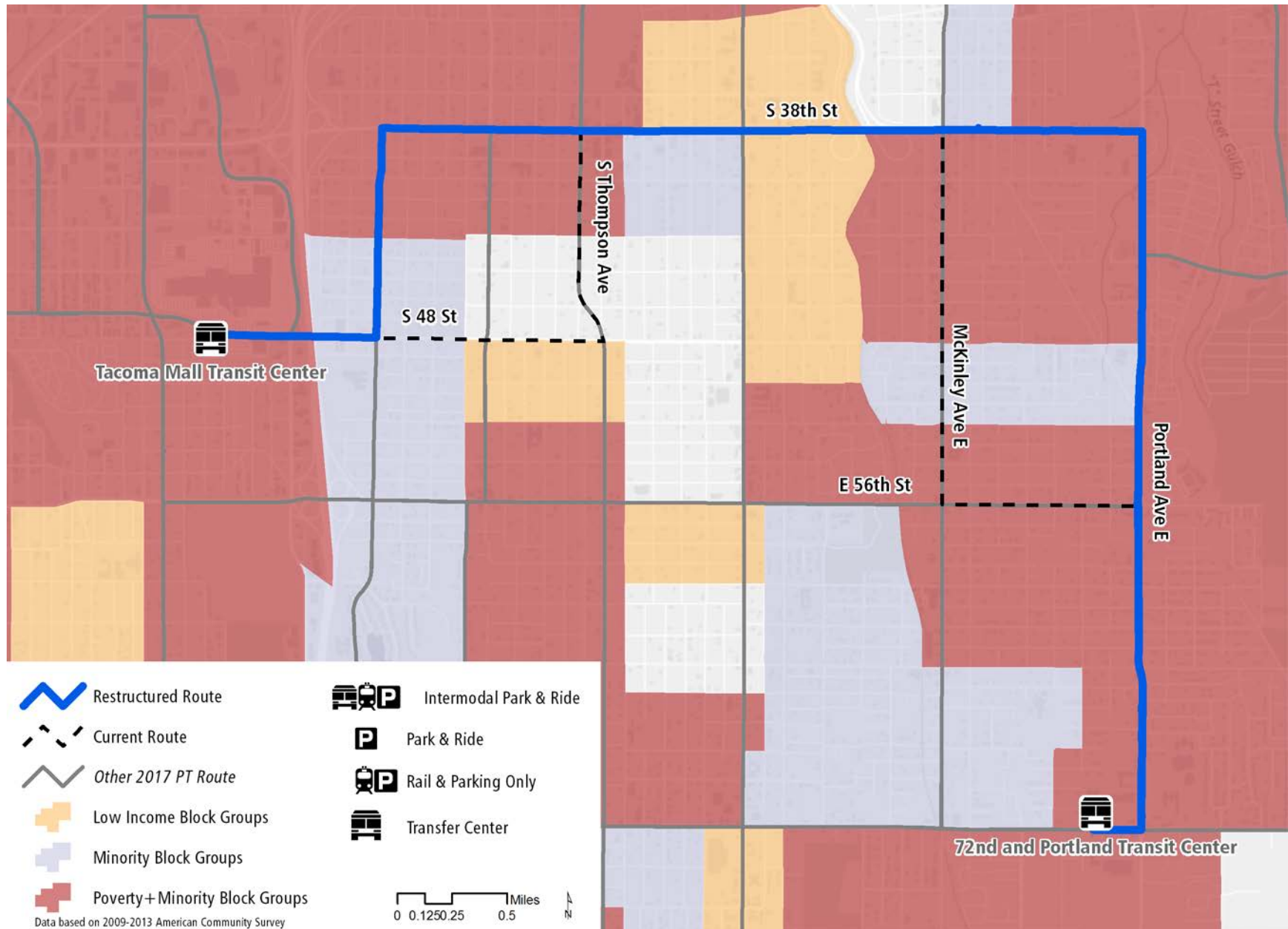




Figure 5-12 Restructured Route 56

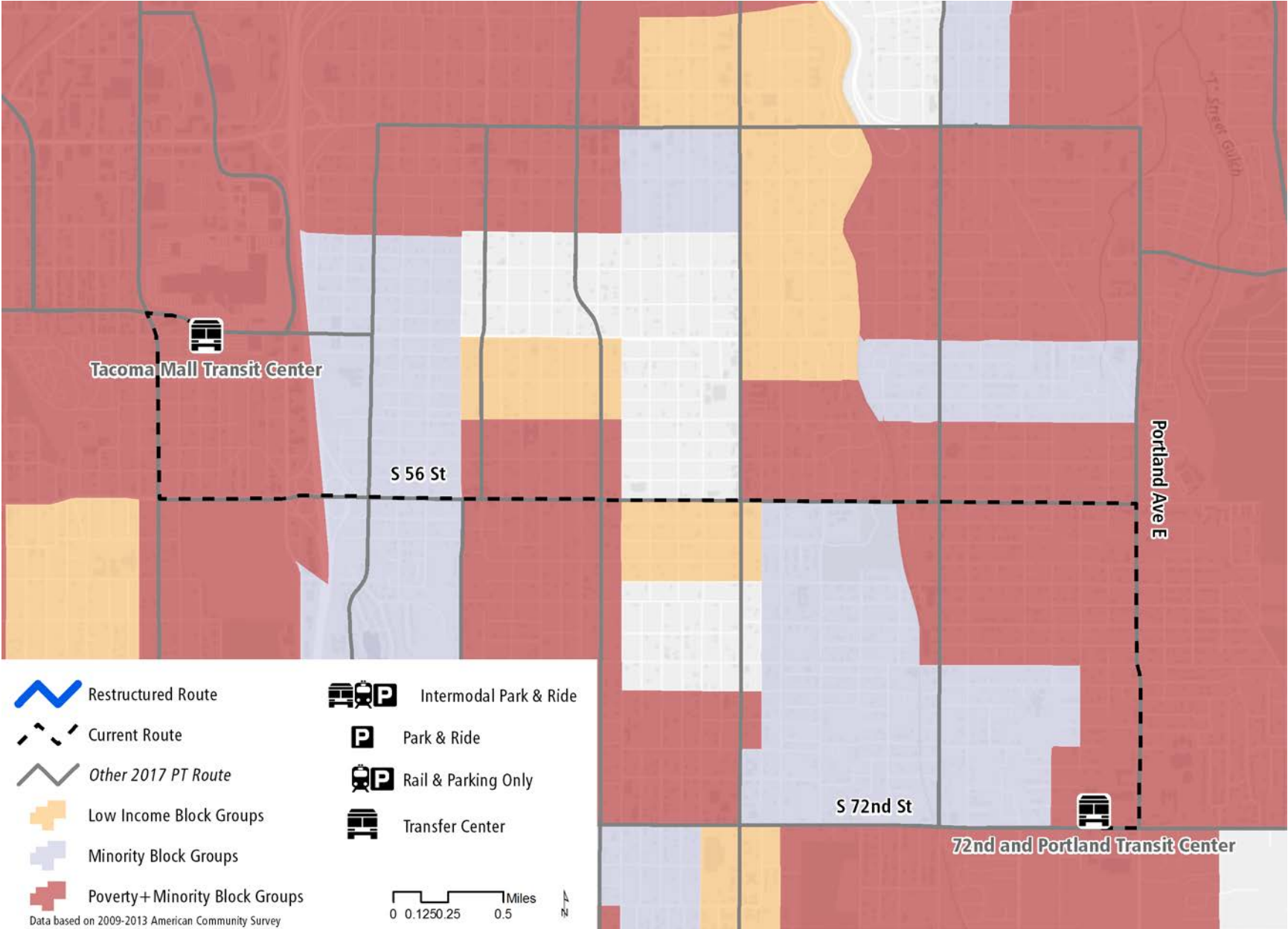


Figure 5-13 Restructured Route 206

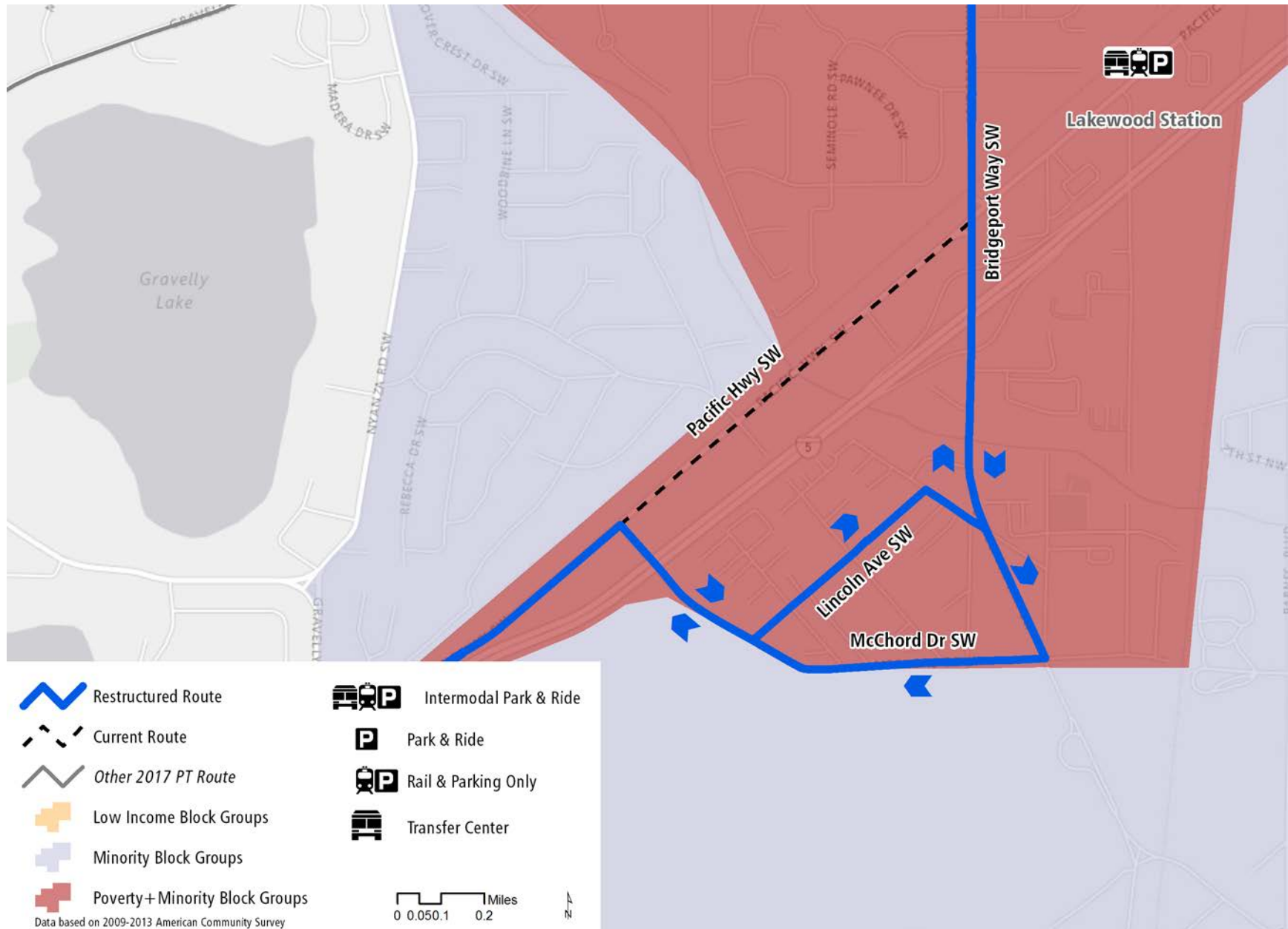
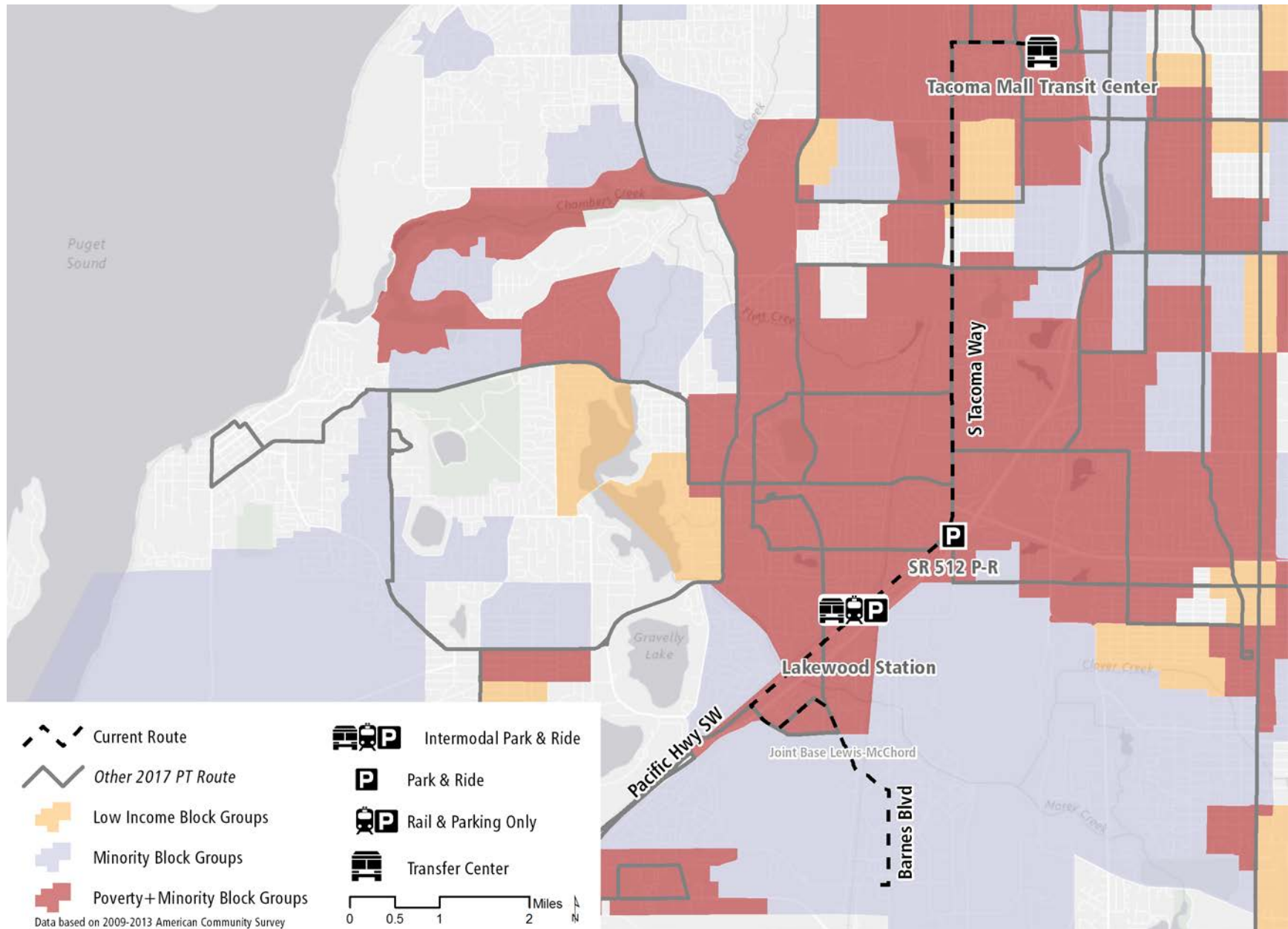


Figure 5-14 Eliminated Route 300



## 6 Appendix

### 6.1 Routes Experiencing a Change in Weekday Span

|   | Before                           |               |          |                     | After                            |               |          |                     | Difference                              |                            |                          |                                     |                                  |                              |                                    |
|---|----------------------------------|---------------|----------|---------------------|----------------------------------|---------------|----------|---------------------|---|----------------------------|--------------------------|-------------------------------------|----------------------------------|------------------------------|------------------------------------|
| Route                                     | Population<br>(within 1/4<br>mi) | Low<br>Income | Minority | Trips<br>(Annually) | Population<br>(within 1/4<br>mi) | Low<br>Income | Minority | Trips<br>(Annually) | People-Trips<br>(Population *<br>Trips) | Low Income<br>People-Trips | Minority<br>People-Trips | Change<br>Borne by<br>Low<br>Income | Change<br>Borne by<br>Minorities | Change in<br>Annual<br>Trips | Trip Count Change from<br>Original |
| 4 112th St                                | 17,224                           | 19.4%         | 39.4%    | 9,665               | 16,689                           | 18.5%         | 38.2%    | 9,920               | -915,080                                | -1,611,685                 | -2,406,465               | 176.1%                              | 263.0%                           | 255                          | 3%                                 |
| 10 Pearl Street                           | 14,689                           | 16.9%         | 29.6%    | 7,220               | 14,564                           | 17.0%         | 29.7%    | 8,750               | 21,380,420                              | 3,723,956                  | 6,481,600                | 17.4%                               | 30.3%                            | 1,530                        | 21%                                |
| 11 Pt. Defiance                           | 23,638                           | 18.3%         | 25.9%    | 3,940               | 23,743                           | 18.1%         | 22.8%    | 7,765               | 91,230,675                              | 16,331,088                 | 17,798,155               | 17.9%                               | 19.5%                            | 3,825                        | 97%                                |
| 13 N. 30th Street                         | 11,159                           | 19.5%         | 27.5%    | 3,790               | 0                                |               |          | 0                   | -42,292,610                             | -8,227,134                 | -11,623,930              | 19.5%                               | 27.5%                            | -3,790                       | -100%                              |
| 14 N. Proctor District                    | 16,944                           | 23.1%         | 23.7%    | 3,790               | 0                                |               |          | 0                   | -64,217,760                             | -14,805,503                | -15,228,220              | 23.1%                               | 23.7%                            | -3,790                       | -100%                              |
| 16 UPS / TCC                              | 22,263                           | 17.6%         | 25.4%    | 4,980               | 22,313                           | 17.3%         | 25.9%    | 9,315               | 96,975,855                              | 16,545,108                 | 25,708,500               | 17.1%                               | 26.5%                            | 4,335                        | 87%                                |
| 28 S 12th St                              | 17,055                           | 21.4%         | 41.3%    | 6,710               | 17,055                           | 21.4%         | 41.3%    | 8,240               | 26,094,150                              | 5,590,987                  | 10,789,560               | 21.4%                               | 41.3%                            | 1,530                        | 23%                                |
| 41 Portland Ave                           | 12,011                           | 33.7%         | 60.9%    | 7,385               | 18,007                           | 27.0%         | 49.3%    | 9,170               | 76,422,955                              | 14,787,946                 | 27,395,340               | 19.4%                               | 35.8%                            | 1,785                        | 24%                                |
| 42 McKinley Ave                           | 12,422                           | 21.5%         | 53.4%    | 4,415               | 12,287                           | 21.5%         | 53.1%    | 8,495               | 49,534,935                              | 10,681,019                 | 26,128,525               | 21.6%                               | 52.7%                            | 4,080                        | 92%                                |
| 45 Yakima                                 | 25,668                           | 25.7%         | 45.6%    | 4,560               | 25,668                           | 25.7%         | 45.6%    | 8,640               | 104,725,440                             | 26,955,969                 | 47,793,120               | 25.7%                               | 45.6%                            | 4,080                        | 89%                                |
| 48 Sheridan M St                          | 24,169                           | 25.3%         | 53.6%    | 7,640               | 26,874                           | 26.5%         | 54.3%    | 9,425               | 68,636,290                              | 20,390,716                 | 38,413,310               | 29.7%                               | 56.0%                            | 1,785                        | 23%                                |
| 51 Union Ave                              | 26,923                           | 22.3%         | 43.3%    | 4,615               | 0                                |               |          | 0                   | -124,249,645                            | -27,747,704                | -53,838,590              | 22.3%                               | 43.3%                            | -4,615                       | -100%                              |
| 52 TCC Tac Mall                           | 9,800                            | 21.4%         | 42.6%    | 8,680               | 28,807                           | 24.1%         | 51.6%    | 9,190               | 179,672,330                             | 45,478,895                 | 100,287,640              | 25.3%                               | 55.8%                            | 510                          | 6%                                 |
| 53 University Place                       | 31,410                           | 18.3%         | 37.6%    | 4,670               | 21,601                           | 15.2%         | 36.1%    | 8,750               | 42,324,050                              | 1,941,770                  | 13,069,870               | 4.6%                                | 30.9%                            | 4,080                        | 87%                                |
| 54 38th St                                | 16,300                           | 22.4%         | 48.3%    | 8,240               | 15,699                           | 25.8%         | 56.0%    | 8,040               | -8,092,040                              | 2,507,555                  | 5,772,960                | -31.0%                              | -71.3%                           | -200                         | -2%                                |
| 55 Parkland Tac Mall                      | 19,486                           | 25.5%         | 55.8%    | 8,790               | 0                                |               |          | 0                   | -171,281,940                            | -43,729,800                | -95,600,040              | 25.5%                               | 55.8%                            | -8,790                       | -100%                              |
| 56 56th St                                | 13,981                           | 22.2%         | 51.9%    | 4,215               | 0                                |               |          | 0                   | -58,929,915                             | -13,096,009                | -30,571,395              | 22.2%                               | 51.9%                            | -4,215                       | -100%                              |
| 57 Tacoma Mall                            | 15,454                           | 28.6%         | 47.2%    | 7,985               | 15,382                           | 28.6%         | 47.2%    | 8,495               | 7,269,900                               | 1,960,630                  | 3,463,560                | 27.0%                               | 47.6%                            | 510                          | 6%                                 |
| 202 72nd Street                           | 12,848                           | 20.0%         | 53.2%    | 9,465               | 12,985                           | 20.2%         | 53.2%    | 9,720               | 4,607,880                               | 1,144,493                  | 2,424,600                | 24.8%                               | 52.6%                            | 255                          | 3%                                 |
| 206 Pacific Hwy / Tillicum<br>/ Ft. Lewis | 10,383                           | 33.7%         | 57.7%    | 7,770               | 11,471                           | 35.0%         | 60.0%    | 9,830               | 32,084,020                              | 12,258,964                 | 21,111,880               | 38.2%                               | 65.8%                            | 2,060                        | 27%                                |
| 212 Steilacoom                            | 8,643                            | 15.7%         | 37.6%    | 8,535               | 8,643                            | 15.7%         | 37.6%    | 8,790               | 2,203,965                               | 346,895                    | 827,985                  | 15.7%                               | 37.6%                            | 255                          | 3%                                 |
| 214 Washington                            | 9,649                            | 13.0%         | 40.2%    | 8,040               | 9,649                            | 13.0%         | 40.2%    | 8,550               | 4,920,990                               | 640,590                    | 1,980,330                | 13.0%                               | 40.2%                            | 510                          | 6%                                 |
| 300 S Tacoma Way                          | 14,900                           | 28.9%         | 57.9%    | 8,150               | 0                                |               |          | 0                   | -121,435,000                            | -35,142,703                | -70,293,750              | 28.9%                               | 57.9%                            | -8,150                       | -100%                              |
| 500 Federal Way                           | 4,113                            | 27.1%         | 36.6%    | 8,245               | 4,113                            | 27.1%         | 36.6%    | 10,030              | 7,341,705                               | 1,990,571                  | 2,684,640                | 27.1%                               | 36.6%                            | 1,785                        | 22%                                |
| Total                                     |                                  |               |          |                     |                                  |               |          |                     | 224,011,570                             | 38,916,614                 | 72,569,185               |                                     |                                  |                              |                                    |

## 6.2 Routes Experiencing a Change in Weekday Frequency

| Route                                     | Before                           |               |          |                     | After                             |               |          |                     | Difference                              |                            |                          |                                     |                                  |                              |                                    |
|---|----------------------------------|---------------|----------|---------------------|-----------------------------------|---------------|----------|---------------------|---|----------------------------|--------------------------|-------------------------------------|----------------------------------|------------------------------|------------------------------------|
|   | Population<br>(within 1/4<br>mi) | Low<br>Income | Minority | Trips<br>(Annually) | Populatio<br>n (within<br>1/4 mi) | Low<br>Income | Minority | Trips<br>(Annually) | People-Trips<br>(Population *<br>Trips) | Low Income<br>People-Trips | Minority<br>People-Trips | Change<br>Borne by<br>Low<br>Income | Change<br>Borne by<br>Minorities | Change in<br>Annual<br>Trips | Trip Count Change from<br>Original |
| 10 Pearl Street                           | 14,689                           | 16.9%         | 29.6%    | 7,220               | 14,564                            | 17.0%         | 29.7%    | 8,750               | 21,380,420                              | 3,723,956                  | 6,481,600                | 17.4%                               | 30.3%                            | 1,530                        | 21%                                |
| 11 Pt. Defiance                           | 23,638                           | 18.3%         | 25.9%    | 3,940               | 23,743                            | 18.1%         | 22.8%    | 7,765               | 91,230,675                              | 16,331,088                 | 17,798,155               | 17.9%                               | 19.5%                            | 3,825                        | 97%                                |
| 13 N. 30th Street                         | 11,159                           | 19.5%         | 27.5%    | 3,790               | 0                                 |               |          | 0                   | -42,292,610                             | -8,227,134                 | -11,623,930              | 19.5%                               | 27.5%                            | -3,790                       | -100%                              |
| 14 N. Proctor District                    | 16,944                           | 23.1%         | 23.7%    | 3,790               | 0                                 |               |          | 0                   | -64,217,760                             | -14,805,503                | -15,228,220              | 23.1%                               | 23.7%                            | -3,790                       | -100%                              |
| 16 UPS / TCC                              | 22,263                           | 17.6%         | 25.4%    | 4,980               | 22,313                            | 17.3%         | 25.9%    | 9,315               | 96,975,855                              | 16,545,108                 | 25,708,500               | 17.1%                               | 26.5%                            | 4,335                        | 87%                                |
| 28 S 12th St                              | 17,055                           | 21.4%         | 41.3%    | 6,710               | 17,055                            | 21.4%         | 41.3%    | 8,240               | 26,094,150                              | 5,590,987                  | 10,789,560               | 21.4%                               | 41.3%                            | 1,530                        | 23%                                |
| 41 Portland Ave                           | 12,011                           | 33.7%         | 60.9%    | 7,385               | 18,007                            | 27.0%         | 49.3%    | 9,170               | 76,422,955                              | 14,787,946                 | 27,395,340               | 19.4%                               | 35.8%                            | 1,785                        | 24%                                |
| 42 McKinley Ave                           | 12,422                           | 21.5%         | 53.4%    | 4,415               | 12,287                            | 21.5%         | 53.1%    | 8,495               | 49,534,935                              | 10,681,019                 | 26,128,525               | 21.6%                               | 52.7%                            | 4,080                        | 92%                                |
| 45 Yakima                                 | 25,668                           | 25.7%         | 45.6%    | 4,560               | 25,668                            | 25.7%         | 45.6%    | 8,640               | 104,725,440                             | 26,955,969                 | 47,793,120               | 25.7%                               | 45.6%                            | 4,080                        | 89%                                |
| 48 Sheridan M St                          | 24,169                           | 25.3%         | 53.6%    | 7,640               | 26,874                            | 26.5%         | 54.3%    | 9,425               | 68,636,290                              | 20,390,716                 | 38,413,310               | 29.7%                               | 56.0%                            | 1,785                        | 23%                                |
| 51 Union Ave                              | 26,923                           | 22.3%         | 43.3%    | 4,615               | 0                                 |               |          | 0                   | -124,249,645                            | -27,747,704                | -53,838,590              | 22.3%                               | 43.3%                            | -4,615                       | -100%                              |
| 53 University Place                       | 31,410                           | 18.3%         | 37.6%    | 4,670               | 21,601                            | 15.2%         | 36.1%    | 8,750               | 42,324,050                              | 1,941,770                  | 13,069,870               | 4.6%                                | 30.9%                            | 4,080                        | 87%                                |
| 54 38th St                                | 16,300                           | 22.4%         | 48.3%    | 8,240               | 15,699                            | 25.8%         | 56.0%    | 8,040               | -8,092,040                              | 2,507,555                  | 5,772,960                | -31.0%                              | -71.3%                           | -200                         | -2%                                |
| 56 56th St                                | 13,981                           | 22.2%         | 51.9%    | 4,215               | 0                                 |               |          | 0                   | -58,929,915                             | -13,096,009                | -30,571,395              | 22.2%                               | 51.9%                            | -4,215                       | -100%                              |
| 206 Pacific Hwy /<br>Tillicum / Ft. Lewis | 10,383                           | 33.7%         | 57.7%    | 7,770               | 11,471                            | 35.0%         | 60.0%    | 9,830               | 32,084,020                              | 12,258,964                 | 21,111,880               | 38.2%                               | 65.8%                            | 2,060                        | 27%                                |
| 300 S Tacoma Way                          | 14,900                           | 28.9%         | 57.9%    | 8,150               | 0                                 |               |          | 0                   | -121,435,000                            | -35,142,703                | -70,293,750              | 28.9%                               | 57.9%                            | -8,150                       | -100%                              |
| 400 Puyallup /<br>Downtown Tacoma         | 9,236                            | 17.8%         | 23.8%    | 6,375               | 9,236                             | 17.8%         | 23.8%    | 7,140               | 7,065,540                               | 1,256,339                  | 1,678,410                | 17.8%                               | 23.8%                            | 765                          | 12%                                |
| 402 Meridian / Federal<br>Way             | 15,317                           | 12.0%         | 24.9%    | 7,075               | 15,317                            | 12.0%         | 24.9%    | 8,860               | 27,340,845                              | 3,270,158                  | 6,815,130                | 12.0%                               | 24.9%                            | 1,785                        | 25%                                |
| 500 Federal Way                           | 4,113                            | 27.1%         | 36.6%    | 8,245               | 4,113                             | 27.1%         | 36.6%    | 10,030              | 7,341,705                               | 1,990,571                  | 2,684,640                | 27.1%                               | 36.6%                            | 1,785                        | 22%                                |
| <b>Total</b>                              |                                  |               |          |                     |                                   |               |          |                     | <b>231,939,910</b>                      | <b>39,213,094</b>          | <b>70,085,115</b>        |                                     |                                  |                              |                                    |

### 6.3 Routes Experiencing Elimination or Change in Alignment

|  | Before                     |            |          |                  | After                      |            |          |                  | Difference                        |                         |                       |                            |                            |                                |                                    |                 |                         |                  |
|--|----------------------------|------------|----------|------------------|----------------------------|------------|----------|------------------|-----------------------------------|-------------------------|-----------------------|----------------------------|----------------------------|--------------------------------|------------------------------------|-----------------|-------------------------|------------------|
| Route                                  | Population (within 1/4 mi) | Low Income | Minority | Trips (Annually) | Population (within 1/4 mi) | Low Income | Minority | Trips (Annually) | People-Trips (Population * Trips) | Low Income People-Trips | Minority People-Trips | Change Borne by Low Income | Change Borne by Minorities | Existing Route Miles Changed % | Existing Route Miles Changed > 20% | Adverse Effects | Disproportionate Burden | Disparate Impact |
| 3 Lakewood / Tacoma                    | 17,961                     | 27.9%      | 49.1%    | 10,780           | 17,279                     | 28.1%      | 50.7%    | 10,780           | -7,351,960                        | -1,818,825              | -549,780              | 24.7%                      | 7.5%                       | 64%                            | Yes                                | Yes             | Yes                     | Yes              |
| 4 112th St                             | 17,224                     | 19.4%      | 39.4%    | 9,665            | 16,689                     | 18.5%      | 38.2%    | 9,920            | -915,080                          | -1,611,685              | -2,406,465            | 176.1%                     | 263.0%                     | 15%                            | No                                 | Yes             | No                      | No               |
| 10 Pearl Street                        | 14,689                     | 16.9%      | 29.6%    | 7,220            | 14,564                     | 17.0%      | 29.7%    | 8,750            | 21,380,420                        | 3,723,956               | 6,481,600             | 17.4%                      | 30.3%                      | 10%                            | No                                 | Yes             | No                      | No               |
| 11 Pt. Defiance                        | 23,638                     | 18.3%      | 25.9%    | 3,940            | 23,743                     | 18.1%      | 22.8%    | 7,765            | 91,230,675                        | 16,331,088              | 17,798,155            | 17.9%                      | 19.5%                      | 43%                            | Yes                                | Yes             | No                      | Yes              |
| 13 N. 30th Street                      | 11,159                     | 19.5%      | 27.5%    | 3,790            | 0                          |            |          | 0                | -42,292,610                       | -8,227,134              | -11,623,930           | 19.5%                      | 27.5%                      | 100%                           | Yes                                | Yes             | Yes                     | No               |
| 14 N. Proctor District                 | 16,944                     | 23.1%      | 23.7%    | 3,790            | 0                          |            |          | 0                | -64,217,760                       | -14,805,503             | -15,228,220           | 23.1%                      | 23.7%                      | 100%                           | Yes                                | Yes             | Yes                     | Yes              |
| 16 UPS / TCC                           | 22,263                     | 17.6%      | 25.4%    | 4,980            | 22,313                     | 17.3%      | 25.9%    | 9,315            | 96,975,855                        | 16,545,108              | 25,708,500            | 17.1%                      | 26.5%                      | 24%                            | Yes                                | Yes             | No                      | No               |
| 41 Portland Ave                        | 12,011                     | 33.7%      | 60.9%    | 7,385            | 18,007                     | 27.0%      | 49.3%    | 9,170            | 76,422,955                        | 14,787,946              | 27,395,340            | 19.4%                      | 35.8%                      | 17%                            | Yes                                | Yes             | Yes                     | No               |
| 48 Sheridan M St                       | 24,169                     | 25.3%      | 53.6%    | 7,640            | 26,874                     | 26.5%      | 54.3%    | 9,425            | 68,636,290                        | 20,390,716              | 38,413,310            | 29.7%                      | 56.0%                      | 42%                            | Yes                                | Yes             | Yes                     | Yes              |
| 51 Union Ave                           | 26,923                     | 22.3%      | 43.3%    | 4,615            | 0                          |            |          | 0                | -124,249,645                      | -27,747,704             | -53,838,590           | 22.3%                      | 43.3%                      | 100%                           | Yes                                | Yes             | Yes                     | No               |
| 52 TCC Tac Mall                        | 9,800                      | 21.4%      | 42.6%    | 8,680            | 28,807                     | 24.1%      | 51.6%    | 9,190            | 179,672,330                       | 45,478,895              | 100,287,640           | 25.3%                      | 55.8%                      | 0%                             | Yes                                | No              | No                      | No               |
| 53 University Place                    | 31,410                     | 18.3%      | 37.6%    | 4,670            | 21,601                     | 15.2%      | 36.1%    | 8,750            | 42,324,050                        | 1,941,770               | 13,069,870            | 4.6%                       | 30.9%                      | 36%                            | Yes                                | Yes             | Yes                     | No               |
| 54 38th St                             | 16,300                     | 22.4%      | 48.3%    | 8,240            | 15,699                     | 25.8%      | 56.0%    | 8,040            | -8,092,040                        | 2,507,555               | 5,772,960             | -31.0%                     | -71.3%                     | 47%                            | Yes                                | Yes             | Yes                     | Yes              |
| 55 Parkland Tac Mall                   | 19,486                     | 25.5%      | 55.8%    | 8,790            | 0                          |            |          | 0                | -171,281,940                      | -43,729,800             | -95,600,040           | 25.5%                      | 55.8%                      | 100%                           | Yes                                | No              | No                      | No               |
| 56 56th St                             | 13,981                     | 22.2%      | 51.9%    | 4,215            | 0                          |            |          | 0                | -58,929,915                       | -13,096,009             | -30,571,395           | 22.2%                      | 51.9%                      | 100%                           | Yes                                | Yes             | Yes                     | Yes              |
| 206 Pacific Hwy / Tillicum / Ft. Lewis | 10,383                     | 33.7%      | 57.7%    | 7,770            | 11,471                     | 35.0%      | 60.0%    | 9,830            | 32,084,020                        | 12,258,964              | 21,111,880            | 38.2%                      | 65.8%                      | 8%                             | No                                 | Yes             | No                      | No               |
| 300 S Tacoma Way                       | 14,900                     | 28.9%      | 57.9%    | 8,150            | 0                          |            |          | 0                | -121,435,000                      | -35,142,703             | -70,293,750           | 28.9%                      | 57.9%                      | 100%                           | Yes                                | Yes             | Yes                     | Yes              |



## FACT SHEET

**TITLE:** A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute an Interlocal Agreement with the Pierce County Sheriff's Department (PCSD) for Law Enforcement Services as Amended

**DIVISION:** Service Delivery and Support

**ORIGINATOR:** Doug Middleton  
Executive Director of Maintenance

**PRECEDING ACTION:**

Resolution No. 07-012, Authority to Execute a Contract for Fulltime Law Enforcement Services with Pierce County Sheriff's Department; Resolution No. 10-004, Authority to Amend the 2010 Operating Budget and to Amend the Contract for Fulltime Law Enforcement Services with Pierce County Sheriff's Department; Resolution No. 11-025, Authority to Amend the Contract for Fulltime Law Enforcement Services With Pierce County Sheriff's; Resolution No. 14-049, Authorization of Amendment 3 to the Police Services Contract for Transit Policing and Emergency and Security Related Services.

**COORDINATING DEPARTMENT:** Service Delivery and Support, Public Safety

**APPROVED FOR SUBMITTAL:**

\_\_\_\_\_  
Chief Financial Officer

**APPROVED FOR AGENDA:**

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

**ATTACHMENTS:**

Proposed Resolution  
Exhibit A, Proposed ILA for Law Enforcement Services

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### BUDGET INFORMATION

2017 Proposed Budget Amount  
\$ 3,510,642

2017 Required Expenditure  
\$ 3,348,520

Impact

Explanation: Note that this is a four year agreement; the cost for services increases annually and is explained in further detail below.

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BACKGROUND:

In order to provide greater quality of service to transit passengers and employees, Pierce Transit entered into an Interlocal agreement for law enforcement services with Pierce County on May 23, 2007, and subsequently amended that agreement on June 11, 2010, January 24, 2012, and December 4, 2014. After evaluating Pierce Transit's need for law enforcement services, Pierce Transit seeks to enter into a new Interlocal Agreement with Pierce County to provide law enforcement services.

When initially presented to the Board by Resolution No. 16-042 in November, 2016, the Board did not authorize the CEO to enter into a prior version of the proposed Interlocal Agreement. Taking the Board's direction under consideration, Pierce Transit staff and the Pierce County Sheriff's Department staff have met and re-negotiated the agreement in the last month, and the substantive changes to this proposed agreement include:

- Cost savings of \$162,122 in 2017, correlating to a reduction in staffing by one deputy (total cost savings could be as much as \$895,822 over the term of the agreement, including the one year option);
- Amendment to the hours of service on weekends to better correspond to the hours of Pierce Transit's service; and
- Reduction in the term of the agreement by one year (from a five year term to a four year term with one year option).

Pierce Transit staff has reviewed the level of supervision and sphere of control issues raised by the Board at the November, 2016 Board meeting. In addition to supervision of the PCSD-staffed policing services, PCSD Command Staff (together, the Chief, Assistant Chief, and two Sergeants) is responsible for the following staffing factors:

- The hours for law enforcement are from 6:00 am to midnight during the week, and the span of authority includes all jurisdictions in the PTBA and County.
- The Lakewood Interlocal Agreement for Policing Services covers the Lakewood City limits and requires the PCSD Command Staff to coordinate and manage an additional 3 FTEs.
- The PCSD Command Staff is additionally responsible for management of the Pierce Transit Public Safety Records Management team (2 FTEs) an Office Assistant (1 FTE) and Physical Security (1 FTE).
- The PCSD Chief also directly supervises Pierce Transit-employed Security Sergeants and is responsible for their performance and coordination of their duties (2 FTEs).
- The PCSD Command Staff is responsible for managing extra duty for special events, such as the JBLM Airshow, July 4<sup>th</sup> fireworks, Freedom Fair and numerous other major events that transpire throughout the year.
- The PCSD Deputy Chief also handles Emergency Preparedness, Radio Communications Specialist, and County Budget.

As such, Pierce Transit staff recommends the proposed supervisory staffing level by PCSD Command Staff as appropriate.

Under this new proposed agreement, Pierce County will provide fifteen (15) full-time patrol deputies at a cost of \$2,431,830, two (2) sergeants at a cost of \$354,196, one (1) Deputy Chief at a cost of \$195,092, one (1) Chief of



Public Safety at a cost of \$195,092, and one (1) K9 unit at a cost of \$172,310 for a total cost of \$ 3,348,520 in 2017. These rates apply to fully trained deputies and include all related deputy expenses, equipment, and vehicles. PCSD staff assigned to Pierce Transit and included in Exhibit A will be fully trained through the PCSD, and will be supervised by and through the command/liaison, deputy and sergeant positions. In addition to the staffing levels above, Pierce Transit may request additional special services at a cost negotiated between Pierce Transit and the County.

Annual cost increases will be the prior year's base, plus two percent (2%) or the growth in the previous year's July to June Seattle Consumer Price Index for Urban Consumers (PCI-U), not to exceed five percent (5%).

#### ALTERNATIVES:

Elect not to authorize the new interlocal agreement with Pierce County for law enforcement services; this course is not recommended as Pierce Transit would be without sufficient law enforcement support.

#### RECOMMENDATION:

Approve Resolution No. 16-049, authorizing the Chief Executive Officer to enter into and execute an Interlocal Agreement with the Pierce County Sheriff's Department for Police Services as Amended, with an effective date of January 1, 2017 and extending through December 31, 2021.

**RESOLUTION NO. 16-049**

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Authority to Enter Into an Interlocal Agreement with the Pierce County Sheriff's Department (PCSD) for Law Enforcement Services as Amended

WHEREAS, an interlocal agreement with Pierce County Sheriff's Department is authorized by the Interlocal Cooperation Act, RCW. 39.34; and

WHEREAS, by Resolution No. 07-012, approved on the 12th day of February, 2007, the Board of Commissioners of Pierce Transit authorized execution of a contract for fulltime law enforcement services with Pierce County Sheriff's Department which has been amended over time; and

WHEREAS, Pierce Transit has requested the County provide certain law enforcement services to Pierce Transit; and

WHEREAS, the County has the resources necessary through the Pierce County Sheriff's Department (PCSD) to provide law enforcement services to Pierce Transit; and

WHEREAS, after evaluating the scope of Pierce Transit's need for law enforcement services, Pierce Transit seeks to enter into a new Interlocal Agreement ("Agreement") for a new scope of work to include a Chief, Deputy Chief, two Sergeants, a K-9 deputy, and fifteen patrol deputies; and

WHEREAS, the new Agreement would be effective January 1, 2017 and extend through December 31, 2020 with a one year optional extension; and

WHEREAS, upon the effective date of this Agreement, any prior agreement between the Parties for law enforcement services shall be null; 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 enter into and execute an interlocal agreement with the Pierce County Sheriff's Department for law enforcement services as amended and as set forth in Exhibit A.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 12<sup>th</sup> day of December, 2016.

PIERCE TRANSIT

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Kent Keel, Chair  
Board of Commissioners

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ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC  
Clerk of the Board

**INTERLOCAL AGREEMENT BETWEEN  
PIERCE COUNTY AND  
PIERCE TRANSIT  
RELATING TO LAW ENFORCEMENT SERVICES**

**THIS AGREEMENT** is entered into by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (“County”) and **PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AUTHORITY**, a municipal corporation of the State of Washington (“Pierce Transit”) (together, “Parties”) as follows:

**WHEREAS**, Pierce Transit has requested the County provide certain law enforcement services to Pierce Transit; and

**WHEREAS**, the County has the resources necessary through the Pierce County Sheriff’s Department (PCSD) to provide law enforcement services to Pierce Transit; and

**WHEREAS**, the parties entered into an Interlocal agreement for law enforcement services on May 23, 2007, and subsequently amended that agreement on June 11, 2010, January 24, 2012, and December 4, 2014; and

**WHEREAS**, after evaluating the scope of Pierce Transit’s need for law enforcement services, Pierce Transit seeks to enter into this new Interlocal Agreement (“Agreement”) for a new scope of work, and upon the effective date of this Agreement, any prior agreement between the Parties for law enforcement services shall be null; and

**WHEREAS**, the parties are authorized to enter into such agreements by virtue of RCW 39.34 and 35.02.225.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and Pierce Transit as follows:

**SECTION 1. PURPOSE.**

The purpose of this agreement is for the County to provide Pierce Transit with law enforcement services by and through PCSD.

**SECTION 2. DIRECT SERVICES.**

The County will provide law enforcement services as described in the categories below within the Pierce Transit service area, utilizing three (3) deputies per shift (day and night shifts) at ten (10) hours per shift from 0600 to 2400 Monday through Friday, and 0600 to 2300 on Saturday and Sunday at the level and cost as described in Exhibit “A” attached hereto and incorporated herein by this reference. However, the parties agree that this minimum requirement of three (3) deputies per shift may be waived on one day each week, to be determined and approved by the Pierce Transit Executive Director of Service Delivery and Support (Pierce Transit ED of SDS). The County shall coordinate with Pierce Transit to maximize coverage and efficiency in utilization of deputy assignments. The County is to provide sworn police services dedicated to Pierce Transit. In so doing, the law enforcement services shall be dedicated to Pierce Transit and shall not be used elsewhere within Pierce County; provided however, that in the event of

emergency or a call by an officer for assistance, then reasonable levels of mutual aid may be rendered.

- A. Patrol and Enforcement and Investigations Services. The County will provide patrol and enforcement services that will constitute the first response for the enforcement of state and local law and Pierce Transit Codes and Policies throughout Pierce Transit's system. As used herein, "patrol services" shall include reactive patrol to respond to Pierce Transit's staff, customers and business calls for services, proactive patrol to prevent and deter criminal activity at Pierce Transit facilities and throughout Pierce Transit operations, and any other lawful assignment Pierce Transit deems necessary. The County agrees to provide a total of twenty (20) full-time commissioned deputies, inclusive of Sergeants, K9 Unit, Deputy Chief and Chief of Public Safety as more fully detailed by rank in Exhibit "A". These deputies shall have full and adequate training and supervision provided by the County.

Deputies will be selected and supervised by the Public Safety Chief. In the event that a Deputy position cannot be filled due to a lack of applicants, or if applicant(s) are not successful during the selection process, the position will be filled according to the Pierce County Sheriff's Department guild contract, a current copy of which, and any changes thereto, shall be provided to Pierce Transit.

- B. Sergeants and Deputy Chief. The County will provide two (2) Sergeants and one Deputy Chief, all of whom will be selected by the County. Pierce Transit may participate and provide input into the selection process. The Sergeants and Deputy Chief will be assigned to Pierce Transit to provide patrol supervision and assist the Public Safety Chief as directed. In the event that a Sergeant position cannot be filled due to a lack of applicants, or if applicant(s) are not successful during the selection process, the position will be filled according to the Pierce County Sheriff's Department guild contract.
- C. Public Safety Chief. The Public Safety Chief will handle and direct the day-to-day operational concerns for the Pierce Transit Department of Public Safety (DPS) in accord with the policies and direction for the DPS as identified by Pierce Transit and will serve as Pierce Transit's Chief of Public Safety. In addition, the Public Safety Chief or other designated supervisory staff will be available to Pierce Transit during certain days and hours, as mutually agreed to by the County and Pierce Transit for such activities as meetings of the Pierce Transit Board of Commissioners and appropriate community meetings. Selection of the Public Safety Chief to be assigned to Pierce Transit will be done by PCSD with the involvement of and input from the ED of SDS or designee.

The duties of the Public Safety Chief shall include, but are not limited to:

- i. To work with Pierce Transit ED of SDS to establish performance standards, goals and objectives for this Agreement and for the County's provision of law enforcement services to Pierce Transit.
- ii. Lead, be responsible for and coordinate DPS operations and activities, including hours of operation and Pierce Transit protocols and procedures, to carry out the performance standards, goals and objectives for this Agreement and for the County's provision of law enforcement services to Pierce Transit.
- iii. Direct, supervise, and review the performance of all PCSD deputies and supervisory staff. Report to PCSD any recommendations for performance improvement and upon request, provide to Pierce Transit copies of any such performance reviews.
- iv. Coordinate duties of officers assigned to Pierce Transit as specific needs arise, and as necessary to deliver on the performance requirements and standards of this Agreement. Report to PCSD any changes in duty of Pierce Transit assigned officers.
- v. Oversee the implementation within Pierce Transit of PCSD policies and procedures as necessary and appropriate for the County's provision of law enforcement services to Pierce Transit. Maintain, adhere to, administer, and enforce current Pierce Transit policies and procedures. Notify Pierce Transit ED of SDS of any County procedures or changes which either supplement or possibly detract from Pierce Transit's goals and objectives for the DPS.
- vi. Oversee the implementation of all Pierce Transit policies and procedures relating to police services. Provide to Pierce County Sheriff's Department (PCSD) any written information relative to police services created by Pierce Transit. Notify PCSD of all procedures which differ from PCSD policies and procedures.
- vii. Identify areas of supplemental training for officers assigned to Pierce Transit. Make recommendations to PCSD for supplemental training. Make recommendations to Pierce Transit CEO Designee for training not provided by PCSD.
- viii. Provide supervision and direction to all County deputies assigned to Pierce Transit as well as other assigned personnel, and liaison with PCSD command.
- ix. Supervise Pierce Transit staff in the following positions, subject to all Pierce Transit policies, rules, requirements, and the direction of the Pierce Transit ED of SDS with the assistance of the Pierce Transit Employee Services Department. All recommendations on hiring, discipline and

performance reviews of the following Pierce Transit employees shall be conducted in accord with the policies and procedures of the Pierce Transit Employee Services Department:

- a. Records Assistant – Executive Assistant
- b. Public Safety Sergeants
- c. Transit Security Specialist
- d. Records Supervisor

- D. Canine Unit. The County has utilized grant funding to secure a bomb dog to be assigned to Pierce Transit in protection of the public transportation system. The County will pay all costs associated with the acquisition, care and maintenance of the canine, and will provide a fully-trained Canine Unit Deputy to handle the canine who will also maintain all necessary training. The canine and the Canine Unit Deputy are referred to together as the “K9 Unit”, and in addition to day to day policing of the Pierce Transit system, the K9 Unit will represent Pierce Transit at events as requested. Pierce Transit will provide information and statistics necessary for the County to meet grant expectations. Pierce Transit will allow the reasonable and limited use of the K9 Unit for mutual aide, but reserves the right to seek reimbursement if Pierce Transit interests are not maintained. Pierce Transit shall maintain this position as required by grant parameters.
- E. Training for Pierce Transit Employees. PCSD deputies may be asked to present to each transit operator or public safety officer training class and to other Pierce Transit staff with regard to law enforcement generally and/or the resources available under this Agreement. Any such duties will be included in the overall cost of staffing for this Agreement as set forth in Exhibit A.
- F. Charges for Optional Special Services. The PCSD is a full service police agency and a number of optional, specialized services can be provided at Pierce Transit’s request. To the extent Pierce Transit does not select one or more support services designated as optional special contract services, the County will not charge Pierce Transit for those services. In the event any of these services are deployed at the request of Pierce Transit, charges for such services will be as is set forth in Exhibit B, and if such services are not listed on Exhibit B, the parties hereto shall meet and confer to determine the specific cost arrangement for such services.
- G. Special Assignments. As used herein, “Special Assignment” is when a PCSD employee who is ordinarily assigned to Pierce Transit under this agreement is temporarily assigned by PCSD for another purpose and is therefore not performing services for Pierce Transit. Prior to any Special Assignment, the Pierce Transit ED of SDS will meet with the PCSD Undersheriff or delegate to review and mutually approve any Special Assignment activities and the duration of same. Prior approval shall not be required in the event of an emergency. Pierce Transit may revisit this term and negotiate alternative staffing, cost reductions or further modifications to the costs under this Agreement as a result of Special Assignments.

- H. Use of Extra Duty Program in 2017. As the parties transition from extra-duty PCSD deputies to full time deputy staffing in 2017, Pierce Transit agrees that PCSD may utilize extra-duty deputies to supplement staffing levels until the full complement of 21 full time deputies are in place, provided that the 2017 total cost of \$3,510,642 as set forth in Exhibit A is not exceeded as a result of the use of extra duty deputies without the advance written approval of the Pierce Transit ED of SDS and provided that Pierce Transit is billed as set forth in Section 3(E) herein only for actual services provided. As used herein, an “extra duty” deputy is a PCSD deputy not usually assigned to Pierce Transit. In 2017, the rate for extra duty deputy services is \$88/hr.

### **SECTION 3. COST OF SERVICES.**

- A. Charges for services provided in 2017. Base year costs and unit costs for law enforcement services for 2017 are shown in Exhibit A and will be billed on the basis of actual services provided. All PCSD staff assigned to Pierce Transit and included in this Exhibit A will be fully trained through the PCSD, and will be supervised by and through the Public Safety Chief, Deputy Chief and sergeant positions.
- B. Annual Cost Increases for Direct Services. Except as modified below, the annual cost increase for direct services listed on Exhibit A for each year after 2017 shall be the prior year’s base cost, plus two percent (2%) or the growth in the previous year’s July to June Seattle Consumer Price Index for Urban Consumers (CPI-U), not to exceed five percent (5%), whichever is higher, and the base cost shall increase in this manner for each subsequent calendar year of the contract.
- C. Purchase of Additional Special Services. For additional services requested pursuant to Section 2(E) herein, the County will provide additional personnel at the unit cost reflected in Exhibit B. Except as otherwise set forth herein, other services not reflected in Exhibits A or B may be provided at costs negotiated between Pierce Transit and the County.
- D. Special Event Services. Upon request by Pierce Transit’s ED of SDS that PCSD provide additional services for “special events,” such events will be staffed on an overtime basis over and above both the staffing level identified in section 2, first paragraph and the total set forth in Exhibit A. As used herein, “special events” are occurrences such as community events or concerts that take place on an infrequent and sporadic basis beyond Pierce Transit’s usual operations and which require additional public safety services.
- E. Billing Procedure. The costs of services as outlined will be billed monthly during the first week of each month by the County for the actual cost of services provided. Payments by Pierce Transit will be due 30 days after receipt of the invoice. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance from the date of delinquency until paid, at an interest of one half of one percent (0.5%) per month.



- F. Overtime. The compensation rate for employment of additional Sheriff's deputies in an overtime status shall be calculated annually on January 1<sup>st</sup> of each year and provided in writing to Pierce Transit. Pierce Transit shall not be required to pay overtime if the need for overtime is due to a staffing shortage. The 2017 overtime rate shall be \$88 per hour.
- G. For staff which are "newly hired" by PCSD to the position of Deputy and require completion of appropriate Academy and in-house training protocols, the cost for such staff billed to Pierce Transit shall be established as the following percentage costs listed in Exhibit "A" (as adjusted for annual C.P.I. increases referenced):

Pre-Academy and Academy Status: 77%

Post Academy (F.T.O.) in house training status: 96%

#### **SECTION 4. REPORTING, RECORDS RETENTION, AUDIT, AND PUBLIC RECORDS.**

- A. Notification of Significant Criminal Activity. The Public Safety Chief, or his or her designee, will immediately notify Pierce Transit ED of SDS of any significant criminal occurrences within the Pierce Transit system. The term "significant" shall be construed in this Agreement as felony offenses occurring on or within the Pierce Transit system of vehicles and facilities, any identified pattern of criminal activity within the boundaries of the Pierce Transit benefit area, or other offenses that the Public Safety Chief deems significant.
- B. Reports. In addition to reports that the Public Safety Chief and the Pierce Transit ED of SDS determine are reasonably necessary to measure the performance of the County under this contract and/or to determine the scope of Pierce Transit's policing service needs, the County shall provide the following written reports:

1) The following reports shall be provided monthly:

- a) Dispatched calls for service to include the time the call is received to the time of dispatch; the time of dispatch to arrival; and the time from arrival to clearance.
- b) Number of bus trips or service rides by County personnel;
- c) Number of civilian contacts by County personnel;
- d) Breakdown of transit-specific responses as opposed to non-transit assist responses;
- e) Summaries of Service Incident Report (SIRs);
- f) Verification of hours worked by PSO

2) The following reports shall be provided weekly:

- a) Staffing report
- b) Incident report

- c) Alert system on critical incidents
- d) Overtime approval requests
- e) Transit operator performance evaluations from ride alongs

- C. Records Retention and Audit. During the term of this Agreement and for a period of not less than six (6) years from the date of its expiration or earlier termination, the records and accounts pertaining to this Agreement and services provided hereunder are to be kept available by both Parties for inspection and audit by the other party and the State Auditor, and copies of all records, accounts, documents or other data pertaining to the Agreement or services provided hereunder will be furnished upon reasonable notice. If any litigation, claim or audit is commenced, records and accounts, along with any supporting documentation shall be retained until all litigation, claim, or audit has been resolved, even if such litigation, claim or audit continues past the six-year retention period.
- D. Disclosure of Public Records. The Parties acknowledge that all non-privileged non-exempt records that may be maintained by either party pursuant to this Agreement may be subject to disclosure under the Washington State Public Records Act, or other laws, and that disclosure of any such record(s) by either party shall not constitute a breach of this Agreement or a basis for claim by one party adverse to the other.

## **SECTION 5. HIRING, ASSIGNMENT, RETENTION, SUPERVISION, AND DISCIPLINE OF OFFICERS AND INDEPENDENT CONTRACTOR STATUS.**

County is, and shall at all times be deemed to be, an independent contractor. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Pierce Transit and County or any of the County's deputies, agents or employees. The County shall retain all authority for hiring, supervision, discipline, rendition of services, standards of performance, control of PCSD personnel, and other matters incident to the performance of services by County pursuant to this Agreement as set forth herein.

The County shall hire, assign, retain, supervise, and discipline all PCSD employees according to PCSD's collective bargaining agreement, civil service rules, and state and federal law. Provided, however that only qualified, trained officers meeting all of the requirements of applicable State laws or regulations may be utilized in the performance of services under this contract.

The County shall encourage officer retention to provide continuity of service, and promote diversity in the work force which is reflective of the diversity of the community.

Nothing in this agreement shall make any employee of Pierce Transit a County employee or any employee of the County a Pierce Transit employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded County or Pierce Transit employees by virtue of their employment.

## **SECTION 6. ADDITIONAL RESPONSIBILITIES OF THE PARTIES.**

### **A. Pierce Transit shall be additionally responsible to:**

- i. With the assistance of the Public Safety Chief, develop and provide to the County the general policies, procedures, and standards by which Pierce Transit expects the County to provide law enforcement services for citizens who use Pierce Transit's transit system.
- ii. To the extent reasonably possible taking into consideration local circumstances, endeavor as it adopts Code, policies, practices, rules or guidelines that relate to law enforcement or public safety to have such provisions be consistent with ordinances of the County or state law. It is recognized that it is in the interest of both parties to this agreement that reasonable uniformity of common regulations will promote efficient provision of law enforcement services. Nothing in this language shall prevent Pierce Transit from adopting Code provisions that it determines to be necessary and in its best interest.
- iii. Provide and maintain the facility (ies) for all County personnel to deliver services under this contract.
- iv. Provide, hire, retain, and employ Pierce Transit staff to provide security and citizen services such as those provided by the Public Safety Sergeants and Officers, Transit Security Specialist, Records Supervisor, Records Technician, and Office Assistant/Records Clerk, all of whom are and shall remain Pierce Transit employees, subject to applicable Pierce Transit policies, rules, procedures, guidelines, practices, and any applicable collective bargaining agreements.
- v. Pierce Transit ED of SDS shall have the general duty and responsibility of providing to the assigned Public Safety Chief general direction relative to the furnishing of law enforcement services to Pierce Transit.
- vi. Except as otherwise stated herein, supply at its own cost and expense any special supplies, stationary, notices, forms where such must be issued in the name of Pierce Transit.

### **B. The County shall be additionally responsible to:**

- i. Make operational and day-to-day decisions to implement Pierce Transit's general policies, procedures, and standards by which Pierce Transit expects the County to provide law enforcement services for citizens who use Pierce Transit's transit system.
- ii. Serve as a subject matter expert to consult with Pierce Transit as needed in the development of Pierce Transit's policies relating to the provision of law enforcement services.

- iii. Keep Pierce Transit ED of SDS informed of PCSD policy, procedures, standards, rules, guidelines or best practices that may conflict with Pierce Transit policies, procedures, rules, or practices so that the parties may resolve any such disputes, and determine the appropriate course.
- iv. Provide all necessary supplies, vehicles, uniforms, weapons, and other equipment for law enforcement personnel to meet the level of service provisions as specified in this Agreement.
- v. The County Public Safety Chief shall maintain communication between Pierce Transit and PCSD command structures to ensure that changes in the County policies are agreeable to Pierce Transit and that changes in Pierce Transit policies are agreeable to the County.
- vi. Provide deputies who are trained on and equipped with such technology as is customarily provided to its patrol deputies. Such technology may include, but is not limited to: mobile data terminals (MDTs); AFIS; GIS; computer access to criminal history data and other like data; and other current technology utilized within law enforcement agencies. Any technology not currently in use or not customarily provided to patrol deputies, may be requested by Pierce Transit, and the County and Pierce Transit agree to meet and confer over the need, with the County having final decision-making authority on whether or not such technology will be utilized or implemented in support of this agreement.

C. Both parties will:

- i. In the implementation of the law enforcement services to be provided by the County, regularly meet and confer to assure that the implementation of services is consistent with Pierce Transit's priorities.
- ii. Collaborate to establish a list of policies and procedures that are subject to Pierce Transit control and those that are subject to County control.
- iii. Maintain communication between the Public Safety Chief and the Pierce Transit ED of SDS so that the following contract management direction is provided by the Pierce Transit ED of SDS:
- iv. In the event a Pierce Transit procedure, policy goal or operation differs from the County's, and there is a need for resolution of the issue, Pierce Transit ED of SDS and PCSD shall negotiate to reach a final determination as to which policy will prevail.
- v. Pierce Transit and County will equally share responsibility and liability for any mutually-negotiated deviation from standard County procedure, policy or operation.

## **SECTION 7. ADDITIONAL TRAINING.**

Pierce Transit may seek to have the deputies assigned to duty within Pierce Transit limits attend additional or supplemental training specific to Pierce Transit's work. Such training would be requested by Pierce Transit and subject to approval by the Sheriff who will not unreasonably withhold his/her approval. Such training shall be done at the sole cost and expense of Pierce Transit.

## **SECTION 8. COMMUNITY IDENTITY ON UNIFORMS.**

PCSD will maintain a uniform for its officers. Pierce Transit acknowledges that the assigned personnel shall retain the uniform of the PCSD; however, the County agrees that assigned personnel may wear additional identification in the nature of a pin, patch, or other like identification indicating affiliation with Pierce Transit. The nature and design of any additional identification will be determined jointly by the Sheriff and Pierce Transit and provided to PCSD by Pierce Transit.

## **SECTION 9. CONTRACT ADMINISTRATION.**

- A. Daily Operations. Pierce Transit ED of SDS shall be responsible for communicating with the Public Safety Chief about the general direction of the Pierce Transit DPS and the general administration of this contract for Pierce Transit. This designation shall not intrude upon the province of the PCSD staff in the actual delivery of police services, but shall be the method of liaison and communication through Pierce Transit and PCSD command structure.
- B. Dispute Resolution. In the event of a dispute with regard to this agreement, Pierce Transit ED of SDS shall discuss the dispute with the Public Safety Chief in an attempt to resolve the problem. Any problem which cannot be resolved by the Pierce Transit ED of SDS and the Public Safety Chief shall be referred to the Pierce County Sheriff who will negotiate with the Pierce Transit CEO. If the dispute cannot be resolved by Pierce Transit CEO and the Pierce County Sheriff, the parties agree to participate in non-binding mediation before a third party whose selection will be mutually agreed upon. The cost of mediating the dispute will be borne equally by both parties.

## **SECTION 10. TERM OF AGREEMENT AND TERMINATION.**

The term of the Agreement shall commence on January 1, 2017 and extend through December 31, 2020 ("End Date") with one (1) optional one (1) year extension unless the termination process outlined herein is invoked. Any extension or amendment must be in writing and agreed to by the parties.

- A. Process for Termination: If either party desires to terminate the Agreement prior to the End Date, that party shall provide eighteen months' advance written notice of termination prior to termination. Once notice of termination is given, the parties shall work together to develop a transition plan which shall be established no later than one hundred and eighty (180) days prior to the effective date of the

termination and shall provide for an orderly transition of police service responsibilities from the County to Pierce Transit.

- B. Transition Plan: The Transition Plan shall identify and address any personnel, conveyance of equipment to Pierce Transit (if applicable), workload, assignment and any other issues related to the transition. Each party shall bear its own cost in developing the transition plan.
- C. Implementation of Plan. The County and Pierce Transit agree to use best efforts to implement the transition plan to provide an ordered, effective transition of services.
- D. Option to Purchase Vehicles. At the termination of this contract, Pierce Transit shall have the option to purchase the County owned vehicles assigned to Deputies for Pierce Transit at the then-existing undepreciated value of those vehicles.
- E. Unplanned Fiscal Impacts: Due to circumstances beyond Pierce Transit's control, if Pierce Transit's revenues experience an unplanned major fiscal disruption, or if funds are not allocated in the Pierce Transit budget for these services, Pierce Transit may need to eliminate sworn positions provided by the County to Pierce Transit. When eliminating positions, Pierce Transit shall provide the County with the following advance notice:

One Position: 30 days' notice

Two to three positions: 90 days' notice

Four or more positions: 180 days' notice

It is acknowledged that this staffing reduction in basic patrol will negate the minimum staffing proviso as described in Section 2.A., provided that Pierce Transit gives the above-indicated advance notice to the County, and provided that the resultant minimum staffing level is mutually agreed upon by both Pierce Transit and the County.

The County shall provide a credit based on the amounts set forth in Exhibit A for any budgeted position vacated after 30 consecutive days.

#### **SECTION 11. INDEMNIFICATION AND DEFENSE.**

To the extent permitted by law, the County shall defend, indemnify, and hold harmless Pierce Transit, its officers, employees, and agents from any and all costs, including reasonable attorney fees, claims, judgments, or awards or damages, resulting from acts or omissions of the County, its officers, employees, or agents arising out of or in connection with the performance of this Agreement except for injuries, damages and judgments caused by the sole negligence of Pierce Transit.

In executing this Agreement, the county does not assume liability or responsibility for or in any way release Pierce Transit from any liability or responsibility which arises in whole or in part from the existence or effect of Pierce Transit's ordinances, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action or administrative proceeding is

commenced in which the enforceability and/or validity of any such Pierce Transit ordinance, rule, regulation, resolution, custom, policy or practice is at issue, Pierce Transit shall defend the same at its sole expense, and if judgment specifically attributable to such Pierce Transit provisions, is entered and damages are awarded against Pierce Transit, the County, or both, Pierce Transit shall satisfy the same, including all chargeable costs and reasonable attorney's fees and costs.

To the extent permitted by law, Pierce Transit shall defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, including reasonable attorney fees, claims, judgments, or awards of damages, resulting from acts or omissions of Pierce Transit, its officers, employees or agents arising out of or in connection with the performance of this Agreement except for injuries, damages, judgments caused by the sole negligence of the County.

In executing this Agreement, Pierce Transit does not assume liability or responsibility for or in any way release the county from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinance, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the County shall defend the same at its sole expense, and if judgment is entered and damages are awarded against the County, Pierce Transit, or both, the County shall satisfy the same, including all chargeable costs and reasonable attorney's fees and costs.

It is further understood that no liability shall attach to either Party by reason of entering into this Agreement, except as expressly provide herein.

If the claim, suit or action for injuries, death or damages as provided for in the proceeding paragraphs of this Agreement is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees, and (b) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided for in this paragraphs shall be valid and enforceable only to the extent of the indemnitor's negligence.

In addition to this mutual indemnification and defense provision in this Section 12, the parties acknowledge that any mutually agreed change to County procedure, policy, or operation is subject to the terms of Section 6(C) (iii) (b) herein.

Defense and indemnification obligations shall survive the expiration or termination of this Agreement.

#### **SECTION 12. NO THIRD PARTY BENEFICIARY.**

The County does not intend by this agreement to assume any contractual obligations to anyone other than Pierce Transit, and Pierce Transit does not intend by this agreement to assume any contractual obligations to anyone other than the County. The County and Pierce Transit do not intend that there be any third-party beneficiary to this agreement.

### **SECTION 13. INSURANCE COVERAGE.**

The County shall maintain at all times during the course of this agreement a general liability insurance policy or a program of self-insurance which includes coverage for personal injury, bodily injury, property damage, law enforcement professional liability, and employment practices liability or other comparable coverage with a self-insured retention of no more than \$500,000.00 and a policy limit of no less than \$5,000,000.00 dollars and shall name Pierce Transit as an additional insured on any such policies.

### **SECTION 14. NON-DISCRIMINATION.**

The County and Pierce Transit certify that they are Equal Opportunity Employers. The County shall remain committed to encourage a diverse workforce for law enforcement in Pierce Transit. Both parties shall comply with all applicable federal, state and local laws, rules and regulations pertaining to nondiscrimination, and that during the performance of this Agreement, no party shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupation qualification in the administration or delivery of services or any other benefit under this Agreement.

### **SECTION 15. ASSIGNMENT.**

Neither the County nor Pierce Transit shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

### **SECTION 16. NOTICE.**

Any formal notice or communication to be given by the County to Pierce Transit under this agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce Transit  
P.O. Box 99070  
Lakewood, WA 98496  
Attn: General Counsel

Any formal notice or communication to be given by Pierce Transit to the County under this agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce County Sheriff Department  
930 Tacoma Avenue South, 1<sup>st</sup> Floor,  
County-City Building  
Tacoma, Washington 98402-2100  
Attn: Policy and Outreach Manager



The title and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either Pierce Transit or the County giving notice thereof to the other as herein provided.

**SECTION 17. WAIVER.**

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this agreement.

**SECTION 18. AMENDMENT.**

Provisions within this agreement may be amended with the mutual consent of the parties hereto. No additions to, or alternation of, the terms of this agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

**SECTION 19. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING.**

This Interlocal Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Interlocal Agreement.

**SECTION 20. SEVERABILITY.**

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**SECTION 21. CONFLICTS.**

In the event of a conflict between any other agreement between the parties including, this Interlocal shall govern.

**SECTION 22. ENTIRE AGREEMENT.**

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

**SIGNATURES ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed on the day and year the last signature hereto is affixed.

**PIERCE TRANSIT**

\_\_\_\_\_  
Sue Dreier, Chief Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Attorney (Approved as to Form)

**PIERCE COUNTY:**

\_\_\_\_\_  
Prosecuting Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Budget and Finance

\_\_\_\_\_  
Pierce County Sheriff

\_\_\_\_\_  
County Executive

### EXHIBIT “A” – 2017 COST EXHIBIT

All costs will be billed to Pierce Transit on the basis of actual services provided.

| Description  | Number/Type              | Unit Cost | Total Cost  |
|--------------|--------------------------|-----------|-------------|
| Command      | 1 Public Safety Director | \$195,092 | \$ 195,092  |
| Command      | 1 Asst. Chief            | \$195,092 | 195,092     |
| Supervision  | 2 Sergeants              | \$177,098 | 354,196     |
| Patrol       | 15 Deputies              | \$162,122 | 2,431,830   |
| Canine Unit  | *1 Deputy                | \$172,310 | 172,310     |
| <b>Total</b> | 20 F.T.E.                |           | \$3,348,520 |

\* Canine Bomb Dog Deputy rate includes 6% for special assignment.

**Exhibit “B”**

**2017 Specialized Services Rates**

| <b>Service</b>                | <b>Incident Rate</b>                   |
|-------------------------------|--|
| Canine                        | No charge                              |
| SWAT                          | \$10,875                               |
| Hazardous Devices             | No charge                              |
| Lab Team                      | No charge                              |
| Air Ops                       | No charge                              |
| Detective                     | \$106 hr., per officer (3 hr. minimum) |
| Forensic                      | \$103 hr., per officer (3 hr. minimum) |
| Marine                        | \$106 hr. per officer (3 hr. minimum)  |
| Special Event (overtime rate) | \$88/hr.                               |