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

2020

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

This Agreement is dated Jan. 27, 2020 and is by and between Central Puget Sound Regional Transit Authority ("Sound Transit") and the Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit") (collectively, "Parties") pursuant to RCW 39.34.

RECITALS

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

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

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

- A. Pierce Transit owns the property, parcel number 2074240011 (legal definition found at Exhibit A), zoned as downtown mixed use, upon which the Tacoma Dome Station Garage, pedestrian bridge, and bus platform (herein after known as "TDS Garage") are built.
- B. Pierce Transit owns and operates the TDS Garage. The project was constructed in two phases. Phase I was completed in 1997, and cost approximately \$17,475,007 funded solely by Pierce Transit and included the bus transit platform, parking garage, and pedestrian bridge. For Phase II, completed in 2000, Sound Transit and Pierce Transit respectively contributed \$10,598,000 and \$10,564,000 to construct a second parking garage with a connection to the Phase I garage.
- C. Pierce Transit and Sound Transit entered into a Memorandum of Understanding dated May 11, 1998 to establish a cooperative framework for transit services and projects and to outline specific project agreements to be developed.
- D. The Parties entered into a Memorandum of Agreement for Intergovernmental Cooperation dated September 30, 1999 for funding the design, construction, and mid-life major maintenance of the TDS Garage Phase

II Project ("Phase II Agreement").

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

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

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

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

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

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

THEREFORE, the Parties agree as follows:

1.0 PURPOSE AND SCOPE OF AGREEMENT

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

2.0 OPERATIONS AND MAINTENANCE SERVICES AT THE TDS GARAGE

2.1 Operations Services

2.1.1 Security

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

2.1.2 Changes in Security Services

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

2.1.3 Parking Management

A. Parking Management Services

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

B. Hours of Operations

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

C. Pierce Transit Reserved Parking

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

D. Leased Property Reserved Parking

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

E. Parking Time Limits

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

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

G. Parking Utilization and Capacity

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

H. Modifications to Parking Use and Inventory

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

2.2 Maintenance Services

2.2.1 Scheduled and Unscheduled Maintenance

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

2.2.2 Rehabilitation Work

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

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

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

2.2.3 Ticket Vending Machines

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

3.0 PERSONNEL

3.1 Provision of Personnel

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

3.2 Employee Conduct

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

4.0 COORDINATION

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

4.1 Performance Review

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

- A. The right to review Pierce Transit records, including records of facilities, equipment, and contracts related to the services defined in this Agreement.
- B. The right to inspect the TDS Garage at any time during normal business hours. Sound Transit will provide sufficient notice prior to inspection to ensure that an inspection does not interfere with Pierce Transit's ability to fulfill its obligations under this Agreement.

4.2 Leases

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

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

5.0 COMPENSATION AND PAYMENT

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

5.1 Compensation

5.1.1 Sound Transit Proportionate Share of Costs

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

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

5.1.2 Parking Use Survey

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

5.2 Compensation, Invoices Payment and Reconciliation

5.2.1 Recurring Costs

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

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

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

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

- 1) Security
- 2) Property insurance

5.2.2 Rehabilitation Work Project

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

5.2.3 Annual Review of Budget

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

5.2.4 Other Cost Adjustments

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

Within three days of the onset of an emergency, Pierce Transit will provide Sound Transit with an initial written description of the work, a proposed timeline for completing the work and an estimated cost of the work. This estimate will be amended weekly by Pierce Transit until all costs of the emergency are reasonably known. Sound Transit will assume its proportionate share of costs for an emergency at the TDS Garage in accordance with Section 5.1.2., except as may have been incurred due to Pierce Transit's negligence. In the event the costs attributable to Sound Transit cannot be separately identified, Pierce Transit will identify the total cost of the emergency to all involved parties, and describe its method for prorating the Sound Transit share of the cost.

5.3 Monthly Invoices and Payment

5.3.1 Monthly Invoice

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

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

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

5.3.2 Payment

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

Accounts Payable
Sound Transit:
Accountspayable@Soundtransit.org

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

5.4 Sound Transit Audit

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

5.5 Recordkeeping, Reports, and Notification Requirements

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

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

5.5.1 Additional Data Collection or Reports

If additional data collection or reports are desired by either Sound Transit or Pierce Transit to aid in adjusting costs and cost sharing between the two

Parties, then both Parties may mutually agree to the methodology to be used and to share in the costs. If the two Parties mutually agree to the additional work, then the cost will be split using the Parties' agreed proportionate share.

6.0 OWNERSHIP

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

7.0 DESIGNATED REPRESENTATIVES

To ensure effective cooperation and efficient project review, each Party will designate a representative ("Designated Representative"), responsible for communications between the Parties and as a central point of contact for each Agency. Designated Representatives are responsible for coordinating input and work of other staff members as it relates to the scope of this Agreement. The Parties may change Designated Representatives by providing written notice to the other Party. Exhibit F identifies the Designated Representatives and their contact information.

8.0 DISPUTE RESOLUTION

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

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

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

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

Sound Transit and Pierce Transit agree that they will have no right to seek relief in a court

of law until and unless each of these procedural steps is exhausted.

9.0 INSURANCE

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

10.0 ADDITIONAL TERMS AND CONDITIONS

10.1 Legal Compliance

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

10.2 Indemnity

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

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

10.3 Rights and Remedies

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

10.4 Relationship of Parties

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

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

10.4.2 Contractor Relationship

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

10.4.3 Subcontracting

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

10.4.4 Parties in Interest

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

10.4.5 Assignment

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

10.4.6 Binding on Successors

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

10.4.7 Applicable Law and Venue

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

10.4.8 Waiver of Default or Breach

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

10.4.9 Entire Agreement

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

10.4.10 Severability

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

11.0 TERMINATION OF AGREEMENT

11.1 Termination for Default or Breach

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

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

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

11.2 Termination for Convenience

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

11.3 Activities upon Termination

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

12.0 NOTICES

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

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

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

13.0 MISCELLANEOUS PROVISIONS

13.1 Media Relations

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

13.2 Amendments and Modifications

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

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

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

14.0 EFFECTIVE DATE AND TERM

14.1 Effective Date

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

14.2 Term

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

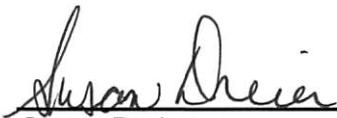
15.0 EXECUTION OF AGREEMENT

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


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

Pierce County Public Transportation Benefit
Area Corporation (Pierce Transit)

Central Puget Sound Regional Transit
Authority (Sound Transit)



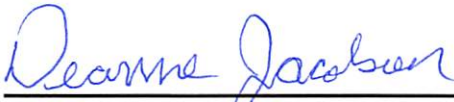
Susan Dreier
Chief Executive Officer
Date: 1/14/2020




Peter Rogoff
Chief Executive Officer
Date: 1/27/2020

ATTEST:

Approved as to Form



Deanne Jacobson
Clerk of the Board



Sound Transit Legal Counsel

List of Exhibits

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

Exhibit A: Legal Definition of Pierce Transit Property

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

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

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

As of June 2019

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

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

Level 5										
East Wall	17									17
North Outer	32									32
North Inner	26	2								28
West Wall	16									16
South Outer	34									34
South Inner	26	2								28
Ramp North	26	2								28
Ramp South	26	2								28
Total for Level	203	8	0	0	0	0	0	0	0	211
Level 6										
East Wall	17									17
North Outer	32									32
North Inner	26	2								28
West Wall	12									12
West Wall Inner	7									7
South Outer	34									34
South Inner	26	2								28
Ramp North	26	2								28
Ramp South	26	2								28
Total for Level	206	8	0	0	0	0	0	0	0	214

Total East Tower	1068	50	9	37	4	6	0	0	0	1	1175
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EXHIBIT B - WEST TOWER - TACOMA DOME STATION GARAGE PARKING STALL INVENTORY

As of June 2019

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

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

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

Ramp South	23	2											25
Total for level	192	8	0	0	0	0	0	0	0	0	0	0	200
Total West Tower	1066	76	26	0	8	21	2	6	0	0	0	0	1205

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

Exhibit C: Maintenance Services at TDS Garage

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

Cleaning Standards (Minimum)

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

Exhibit D: Cost Template

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

Exhibit E : Example Invoice and Report

Tacoma Dome Station Garage Reconciliation - JANUARY 2019				
Monthly Invoice - Tacoma Dome Station Garage Maintenance and Operations Costs				
PO# 150219				
Actual Monthly Costs	JANUARY 2019	YTD Cost 2019	2019 Budget	Notes
Utilities	\$ 11,663.20	\$ 11,663.20	\$ 122,460	
Parking Survey	-	\$ -	\$ -	
Non-Routine Repairs	-	\$ -	\$ -	
Janitorial Service	\$ 8,073.75	\$ 75	\$ 78,000	
Surveillance Equipment Operation and Maintenance	\$ 39,747	\$ 39,747	\$ 39,747	
Landscape Maintenance	\$ 3,510	\$ 3,510	\$ 3,510	
Elevator Service and Repair	\$ 862.50	\$ 862.50	\$ 23,400	
Security Services	\$ 50,825.25	\$ 50,825.25	\$ 634,299	
Property Insurance	\$ 5,337.13	\$ 5,337.13	\$ 66,607	
In-house staff and materials	\$ 15,238.05	\$ 15,238.05	\$ 84,045	
Pest Management	\$ 79.28	\$ 79.28	\$ 1,170	
Fire & Life Safety	-	\$ -	\$ 780	
Other Costs and Miscellaneous	\$ 185.46	\$ 185.46	\$ 5,460	
Total Due Pierce Transit	\$ 95,265.23	\$ 95,265.23	\$ 1,059,478	Percentage of budget expended:
				8.99%

EXAMPLE

Exhibit E: Con't

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



Exhibit E: Con't

Public Safety Alarm Testing at TDS
January 2019

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

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

Intrusion Detection System

EXAMPLE

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

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

Exhibit E: Con't

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

EXAMPLE

Exhibit F: Designated Representatives

Designated Representatives

Pierce Transit

Michael Griffus Executive
Director, Service Delivery &
Support
Phone: (253) 983- 2734
Cell: (253) 253-365-4081
Email: mgriffus@ piercetransit.org

Tammara Good
Contract & Program Administrator
253-983-3445 253-389-1230
tgood@piercetransit.org

Sound Transit

Brian Scott
Business Manager Operations
Phone: (206) 398-5136
Cell: (206) 240-3929
brian.scott@ soundtransit.org

EXHIBIT G

TDS GARAGE SECURITY PLAN

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

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

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

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

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

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

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

Exhibit H: Insurance

Insurance Requirements

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

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

Insurance Coverage Requirements

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

Automobile Liability Insurance

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

Property Damage Liability Insurance

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

First Party Property Insurance

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

first-party claims tendered under this property insurance coverage and arising from the scope of this Agreement.

Workers Compensation and Employers Liability Insurance

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

Required Proof of Insurance Coverage and Certifications

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

Exhibit I: Schedule of Deliverables

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