

**Virtual Meeting Participation:**

Due to the COVID-19 Emergency, the April 13, 2020 Board meeting will be conducted by phone. Per the [Governor Proclamation 20-28](#) Open Public Meetings Act, a physical meeting location will not be provided for this meeting. The public is welcome to participate in the meeting by joining via phone by calling 1-253-215-8782 and entering Meeting ID No. 289497354.

**Public Comment:**

To facilitate the public comment portion of the virtual meeting efficiently, we ask that anyone interested in providing public comment to the Board to please email your comments to [djacobson@piercetransit.org](mailto:djacobson@piercetransit.org) or mail to Deanne Jacobson, Pierce Transit, 3701 96<sup>th</sup> ST SW, Lakewood WA, 98499. Providing comments 24 hours in advance of the meeting will ensure that they are distributed to the Board. There will be no oral public comments received during this virtual meeting.

**Call to Order**

**Roll Call**

**Presentations**

**Public Comment** – Accepting written comments only

**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, February and March 2020
2. Approval of Minutes, February 10, 2020 regular meeting and March 5, 2020 Board Retreat
3. CTAG Quarterly Update from Q4 of 2019 and Q1 of 2020
4. FS 2020-016, Authority to Execute a Subrecipient Agreement with Pierce County for Pierce Transit to Manage and Expend Federal Congestion Mitigation and Air Quality (CMAQ) Grant Funds for a Trip Reduction Support Services Agreement
5. FS 2020-017, Authority to Execute Amendment No. 2 with Commonstreet Consulting, LLC, (PT-16-19) for Property Acquisition Services for the Proposed Pacific Avenue/State Route 7 Bus Rapid Transit Project
6. FS 2020-018, Authority to Execute a Sole Source, Multi-Year Contract with Genfare for Licensing and Subscription Agreement to Upgrade the Software of the Farebox System

7. FS 2020-019, Authority to Execute a Memorandum of Understanding with the City of Tacoma for Operation and Maintenance of a Glass Recycling Station at Narrows Park & Ride
8. FS 2020-020, Authority to Execute a Multi-Year, Sole Source Maintenance and Support Agreement with Giro, Inc., for Maintenance of the Automated Scheduling and Dispatch System
9. FS 2020-021, Authority to Purchase of Mobile Access Routers (MARS) Routers from CDW for the Sound Transit Fleet
10. FS 2020-022, Authority to Execute Amendment No. 1 with ELTEC Systems, LLC, Contract PT-79-16, to Increase the Contract Amount by \$150,00 for Elevator Routine and Required Compliance Maintenance and Repairs

### **Action Agenda**

1. FS 2020-023, Authority to Execute Amendment No. 2 with Parametrix (Contract PT-18-19) for Preconstruction Advisory Services for the Proposed Bus Rapid Transit Pacific Avenue/State Route 7 Corridor Project  
Ryan Wheaton  
E.D of Planning & Com. Dev.
2. Resolution No. 2020-010 of the Board of Commissioners of Pierce Transit Proclaiming an Emergency Due to the Public Health Risks Caused by the Outbreak of COVID-19 Pursuant to RCW 38.52; Ratifying the Emergency Declarations and Related Actions Authorized by the CEO; Waiving Certain Procurement Requirements; Ratifying Temporary Administrative Leave Policies and Procurement Contracts Relating to the Emergency; and Authorizing the CEO to Utilize Emergency Powers Granted to Municipal Corporations Pursuant to RCW 38.52  
Sue Dreier  
Chief Executive Officer

### **Staff Updates/Discussion**

1. CEO's Report – Financial Update

### **Informational Board Items**

### **Executive Session**

### **Adjournment**

**PIERCE TRANSIT**  
**Board Payments Over \$50,000**  
**Payments From: Feb 1, 2020 to Feb 29, 2020**  
**Cash and Investment Balance: \$97,057,668.00**

Payment Numbers CK 00372959 through CK 00373226  
 Wire Numbers EFT 00003472 through EFT 00003746  
 Advance Travel Numbers CK 00001438 through CK 00001438  
 Total \$7,520,205.73

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

<b>Operating Fund</b>				
	<b>Check</b>	<b>Vendor</b>	<b>Item/Service</b>	<b>Amount</b>
CHK	00373003	PIERCE COUNTY BUDGET & FINANCE	Policing Svcs 12/19	293,122.00
CHK	00373077	MICROSOFT CORP	Premier Renewal 01/20-01/21	242,846.00
CHK	00373122	CONDUENT TRANSPORT SOLUTIONS	SUPP CAD/AVL 2020	392,491.00
CHK	00373137	IPKEYS TECHNOLOGIES LLC	Network Eng Svc 10/01-12/31/19	109,695.68
CHK	00373152	PIERCE COUNTY BUDGET & FINANCE	DUES PCRC 2020	302,909.00
CHK	00373165	VOYAGER FLEET SYSTEMS INC	FUEL VANPOOL 02/01/20	81,538.93
CHK	00373172	ATU LOCAL 758 CORP	EE DED PP5 2020	52,359.01
CHK	00373205	PIERCE COUNTY BUDGET & FINANCE	POLICE SVC SPEC OT 01/20	307,520.19
EFT	00003475	ASSOCIATED PETROLEUM	B5 DYED DIESEL	60,490.42
EFT	00003513	THE AFTERMARKET PARTS CO LLC	MISC INVENTORY BUS PARTS	54,718.14
EFT	00003522	GREAT WEST RETIREMENT	PP 04 2020 Empower	102,730.04
EFT	00003523	ICMA RETIREMENT	PP 04 2020 ICMA	269,591.74
EFT	00003546	E-BUILDER INC	AppXchange Fee 01/20-01/21	128,645.69
EFT	00003550	FIRST TRANSIT	First Transit Farebox Jan 2020	546,030.34
EFT	00003604	ASSOCIATED PETROLEUM	B5 DYED DIESEL	134,195.92
EFT	00003613	CUMMINS INC	MISC INVENTORY BUS PARTS	63,835.88
EFT	00003626	GILLIG LLC	MISC INVENTORY BUS PARTS	74,450.32
EFT	00003648	SOUND TRANSIT	ST Farebox Jan 2020	113,551.64
EFT	00003658	THE AFTERMARKET PARTS CO LLC	MISC INVENTORY BUS PARTS	62,339.69
EFT	00003661	TRAPEZE SOFTWARE GROUP	SUPPORT EAM 04/01/20-03/31/21	96,719.00
EFT	00003670	US BANK CORPORATE PAYMENT SYST	Misc Business Expenses	63,574.90
EFT	00003671	AWC	AWC BGLI Feb 20	1,223,341.70
EFT	00003672	WA ST DEPT OF REVENUE	Misc taxes due Jan 2020	78,719.87
EFT	00003673	GREAT WEST RETIREMENT	PP 05 2020 Empower	101,820.67
EFT	00003674	ICMA RETIREMENT	PP 05 2020 ICMA	260,726.15
<b>Payments for Fund 1 Total</b>				<b><u>\$5,217,963.92</u></b>
<b>Capital Fund</b>				
	<b>Check</b>	<b>Vendor</b>	<b>Item/Service</b>	<b>Amount</b>
CHK	00373083	OLYMPIC PENINSULA CONSTR	CONSTR LMTC 01/01-01/20/20	56,855.10
CHK	00373160	TELAMON TECHNOLOGIES CORP.	ANTENNA INSTALL/ENG TDS	132,476.90
EFT	00003493	HUITT-ZOLLARS INC.	PROF SV BMP EARLY 12/28/19	238,348.27
<b>Payments for Fund 9 Total</b>				<b><u>\$427,680.27</u></b>
<b>Total Payments in Excess of \$50,000.00</b>				<b><u>\$5,645,644.19</u></b>

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**Pierce Transit**  
**Payment Certification for Feb 29, 2020**  
**Payments Feb 1, 2020 through Feb 29, 2020**

Payment Numbers CK 00372959 through CK 00373226  
 Wire Numbers EFT 00003472 through EFT 00003746  
 Advance Travel Numbers CK 00001438 through CK 00001438

Bank ID	Check Number	Check Date	Amount	Vendor Name
01	CHK 00372959	2/6/2020	27.33	AT&T
01	CHK 00372960	2/6/2020	48.8	AT&T
01	CHK 00372961	2/6/2020	80.08	AT&T
01	CHK 00372962	2/6/2020	19.94	AUTO PLUS PARTS
01	CHK 00372963	2/6/2020	639.62	BATTERY SYSTEMS
01	CHK 00372964	2/6/2020	157.73	ATLAS SUPPLY INC
01	CHK 00372965	2/6/2020	1857.55	BEN'S CLEANER SALES INC
01	CHK 00372966	2/6/2020	75.42	BLANCHARD AUTO ELECTRIC CO
01	CHK 00372967	2/6/2020	61.32	CENTURY LINK
01	CHK 00372968	2/6/2020	514.29	CITY OF GIG HARBOR
01	CHK 00372969	2/6/2020	1010.87	CITY TREASURER - TPU
01	CHK 00372970	2/6/2020	470.27	CITY TREASURER - TPU
01	CHK 00372971	2/6/2020	69.17	CLF WAREHOUSE
01	CHK 00372972	2/6/2020	150.24	COMCAST
01	CHK 00372973	2/6/2020	140.24	COMCAST
01	CHK 00372974	2/6/2020	395.59	COMCAST
01	CHK 00372975	2/6/2020	4162.16	CUMMINS INC
01	CHK 00372976	2/6/2020	43	DANIEL FULLER
01	CHK 00372977	2/6/2020	214.95	DATA SECURITY CORP
01	CHK 00372978	2/6/2020	62	DENNIS STUCKE
01	CHK 00372979	2/6/2020	128	DONALD L ANDERSON
01	CHK 00372980	2/6/2020	72.53	FLEET MOBILE LUBE-WASH INC
01	CHK 00372981	2/6/2020	50	FORMFOX, INC.
01	CHK 00372982	2/6/2020	123.57	FRUITLAND MUTUAL WATER COMPANY
01	CHK 00372983	2/6/2020	571.77	GALLS LLC
01	CHK 00372984	2/6/2020	483.02	GCR TIRE & SERVICE AUBURN
01	CHK 00372985	2/6/2020	413.26	GENES TOWING CORP
01	CHK 00372986	2/6/2020	959.2	GILCHRIST CHEVROLET
01	CHK 00372987	2/6/2020	42222.14	GILLIG LLC
01	CHK 00372988	2/6/2020	3186.18	GRAINGER
01	CHK 00372989	2/6/2020	205.51	GREAT PROMOTIONS
01	CHK 00372990	2/6/2020	955.25	HOME DEPOT CREDIT SERVICES
01	CHK 00372991	2/6/2020	25.05	KRIS RYAN
01	CHK 00372992	2/6/2020	12560.3	MACHINISTS HEALTH &
01	CHK 00372993	2/6/2020	111.3	MCGUIRE BEARING CO
01	CHK 00372994	2/6/2020	62.82	MUNCIE RECLAMATION & SUPPLY CO
01	CHK 00372995	2/6/2020	1604.54	NATIONAL SPECIALTIES LLC
01	CHK 00372996	2/6/2020	1744.6	NORTHWEST IAM BENEFIT TRUST
01	CHK 00372997	2/6/2020	4812.08	NORTHWEST PLAYGROUND EQUIPMENT
01	CHK 00372998	2/6/2020	2565.64	NORTHWEST PUMP & EQUIPMENT CO
01	CHK 00372999	2/6/2020	344.58	OFFICE DEPOT CORP
01	CHK 00373000	2/6/2020	1711.78	OPEN SQUARE
01	CHK 00373001	2/6/2020	111.34	PACIFIC POWER PRODUCTS
01	CHK 00373002	2/6/2020	1554.03	PACIFIC TORQUE
01	CHK 00373003	2/6/2020	293122	PIERCE COUNTY BUDGET & FINANCE
01	CHK 00373004	2/6/2020	316.51	PREVOST CAR (US), INC.
01	CHK 00373005	2/6/2020	6397.78	R E AUTO ELECTRIC
01	CHK 00373006	2/6/2020	1240.95	REFRIGERATION SUPPLY DIST
01	CHK 00373007	2/6/2020	128	ROBIN FARRIS
01	CHK 00373008	2/6/2020	599.88	SEATTLE AUTOMOTIVE DIST.
01	CHK 00373009	2/6/2020	4070.53	SNIDER ENERGY
01	CHK 00373010	2/6/2020	1446.5	SOLUTIONS NORTHWEST INC
01	CHK 00373011	2/6/2020	41592.04	SOUTH HILL MALL
01	CHK 00373012	2/6/2020	2083.34	SOUTH SOUND TOGETHER
01	CHK 00373013	2/6/2020	1188.9	SOUTH TACOMA GLASS
01	CHK 00373014	2/6/2020	7687.76	SM STEMPER ARCHITECTS PLLC
01	CHK 00373015	2/6/2020	1000	SWARNER COMMUNICATIONS
01	CHK 00373016	2/6/2020	204.36	TACOMA SCREW
01	CHK 00373017	2/6/2020	15948.14	THE AFTERMARKET PARTS CO LLC
01	CHK 00373018	2/6/2020	106.34	THE TRUCK SHOP
01	CHK 00373019	2/6/2020	1001.5	THERMO KING NW INC
01	CHK 00373020	2/6/2020	5000	TRANSPORTATION CHOICES
01	CHK 00373021	2/6/2020	2192	UNITED SITE SERVICES (Everson)
01	CHK 00373022	2/6/2020	1857.92	VEHICLE MAINTENANCE PROGRAM
01	CHK 00373023	2/6/2020	630.5	WA ST DEPT OF L&I - ELEVATOR
01	CHK 00373024	2/6/2020	3566.94	WA ST DEPT OF REVENUE
01	CHK 00373025	2/6/2020	225	WA ST RIDESHARING ORGANIZATION
01	CHK 00373026	2/6/2020	1035.59	WALTER E NELSON CO.
01	CHK 00373027	2/6/2020	2677.16	WESMAR
01	CHK 00373028	2/6/2020	213	WESTERN PETERBILT
01	CHK 00373029	2/6/2020	35648.53	WSP USA, INC.
01	CHK 00373030	2/6/2020	23.33	WYNNE VENARD
01	CHK 00373031	2/13/2020	2525	ATU LOCAL 758 CORP
01	CHK 00373032	2/13/2020	10241	BROWN & BROWN OF WA
01	CHK 00373033	2/13/2020	69.75	BUILDERS EXCHANGE OF WA
01	CHK 00373034	2/13/2020	65.9	BUNCE RENTALS INC
01	CHK 00373035	2/13/2020	103.5	CALIFORNIA STATE DISBURSEMENT
01	CHK 00373036	2/13/2020	73.29	CENTURY LINK
01	CHK 00373037	2/13/2020	617.62	CENTURY LINK
01	CHK 00373038	2/13/2020	1191.3	CHAPTER 13 TRUSTEE
01	CHK 00373039	2/13/2020	4272.29	CITY TREASURER - TPU

01	CHK	00373040	2/13/2020	2537.9	CITY TREASURER - TPU
01	CHK	00373041	2/13/2020	526.48	CLF WAREHOUSE
01	CHK	00373042	2/13/2020	5227.34	COLONIAL SUPPLEMENTAL LIFE
01	CHK	00373043	2/13/2020	155.18	COMCAST
01	CHK	00373044	2/13/2020	171.83	COMCAST
01	CHK	00373045	2/13/2020	52.51	COMM ON POLITICAL EDUCATION
01	CHK	00373046	2/13/2020	21250	COMMONSTREET CONSULTING LLC
01	CHK	00373047	2/13/2020	165.6	DAILY JOURNAL OF COMMERCE INC
01	CHK	00373048	2/13/2020	214.95	DATA SECURITY CORP
01	CHK	00373049	2/13/2020	975.58	DM RECYCLING CO INC
01	CHK	00373050	2/13/2020	11500	DOWNTOWN ON THE GO
01	CHK	00373051	2/13/2020	75	DSHS
01	CHK	00373052	2/13/2020	477.94	EMPLOYMENT SECURITY DEPA
01	CHK	00373053	2/13/2020	720	FIFE MILTON EDGEWOOD CHA
01	CHK	00373054	2/13/2020	145.07	FLEET MOBILE LUBE-WASH INC
01	CHK	00373055	2/13/2020	30.8	GALLS LLC
01	CHK	00373056	2/13/2020	1191.95	GTT COMMUNICATIONS
01	CHK	00373057	2/13/2020	593.27	GTT COMMUNICATIONS
01	CHK	00373058	2/13/2020	597.22	GTT COMMUNICATIONS
01	CHK	00373059	2/13/2020	299.46	GENES TOWING CORP
01	CHK	00373060	2/13/2020	7786.42	HAROLD LEMAY ENTERPRISES
01	CHK	00373061	2/13/2020	5500	HELM INC
01	CHK	00373062	2/13/2020	15210.69	HULTZ BHU ENGINEERS INC.
01	CHK	00373063	2/13/2020	880.75	IAM & AW
01	CHK	00373064	2/13/2020	12608.26	IBI GROUP A CALIFORNIA PARTNER
01	CHK	00373065	2/13/2020	47.45	IDAHO CHILD SUPPORT RECEIPTING
01	CHK	00373066	2/13/2020	220	INTERNAL REVENUE SERVICE
01	CHK	00373067	2/13/2020	3591.67	KING COUNTY FINANCE
01	CHK	00373068	2/13/2020	16523.5	KPFF CONSULTING ENGINEERS
01	CHK	00373069	2/13/2020	54.75	L.N. CURTIS & SONS
01	CHK	00373070	2/13/2020	47780.59	LAKEVIEW LIGHT & POWER CO
01	CHK	00373071	2/13/2020	203.75	LEMAV MOBILE SHREDDING
01	CHK	00373072	2/13/2020	4736.27	LEVEL 3 (CENTURY LINK)
01	CHK	00373073	2/13/2020	686.91	LEVEL 3 (CENTURY LINK)
01	CHK	00373074	2/13/2020	7244.92	MACHINISTS HEALTH &
01	CHK	00373075	2/13/2020	1696.08	MATERIALS TESTING & CONSULTING
01	CHK	00373076	2/13/2020	1380	MICHAEL G MALAIER
01	CHK	00373077	2/13/2020	242846	MICROSOFT CORP
01	CHK	00373078	2/13/2020	1419.06	NELSON TRUCK
01	CHK	00373079	2/13/2020	136.4	NH DEPT OF H & HS
01	CHK	00373080	2/13/2020	1395.68	NORTHWEST IAM BENEFIT TRUST
01	CHK	00373081	2/13/2020	855.22	NYS CHILD SUPPORT PROCESSING
01	CHK	00373082	2/13/2020	313.05	OFFICE DEPOT CORP
01	CHK	00373083	2/13/2020	56855.1	OLYMPIC PENINSULA CONSTR
01	CHK	00373084	2/13/2020	490.32	OWEN EQUIPMENT
01	CHK	00373085	2/13/2020	521.05	PENINSULA LIGHT
01	CHK	00373086	2/13/2020	2398.21	PERIMETER SECURITY GROUP
01	CHK	00373087	2/13/2020	5423.86	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00373088	2/13/2020	50	PIERCE COUNTY POLICE CHIEFS
01	CHK	00373089	2/13/2020	20029.68	PLUMB SIGNS INC
01	CHK	00373090	2/13/2020	70	PUYALLUP VALLEY FLOWER
01	CHK	00373091	2/13/2020	9909.68	R E AUTO ELECTRIC
01	CHK	00373092	2/13/2020	900	RF DUNCAN AND ASSOCIATES INC
01	CHK	00373093	2/13/2020	3270	SIMON AND COMPANY INC
01	CHK	00373094	2/13/2020	150.21	SNIDER ENERGY
01	CHK	00373095	2/13/2020	86.5	STERICYCLE
01	CHK	00373096	2/13/2020	80.25	TACOMA DAILY INDEX
01	CHK	00373097	2/13/2020	35.04	TACOMA RUBBER STAMP & MARKING
01	CHK	00373098	2/13/2020	110.2	TERMINIX COMMERCIAL
01	CHK	00373099	2/13/2020	110.2	TERMINIX COMMERCIAL
01	CHK	00373100	2/13/2020	593.35	TX CHILD SUPPORT SDU
01	CHK	00373101	2/13/2020	22008.57	LAMAR ADVERTISING CO
01	CHK	00373102	2/13/2020	49.81	UNITED RENTALS GIG HARBOR
01	CHK	00373103	2/13/2020	941.17	UNITED WAY OF PIERCE COUNTY
01	CHK	00373104	2/13/2020	16000	U S POSTAL SVC (PRMT RENEW)
01	CHK	00373105	2/13/2020	30.16	VICTORIA CARNAHAN
01	CHK	00373106	2/13/2020	71	VICTORIA DODSON
01	CHK	00373107	2/13/2020	650	WA STATE SPRING FAIR
01	CHK	00373108	2/20/2020	147.95	AT&T
01	CHK	00373109	2/20/2020	28.69	AT&T
01	CHK	00373110	2/20/2020	10925.03	AWC EMPLOYEE BENEFIT TRUST
01	CHK	00373111	2/20/2020	96.6	ATLAS SUPPLY INC
01	CHK	00373112	2/20/2020	50	BONAVENTURE OF PUYALLUP
01	CHK	00373113	2/20/2020	1300.12	BUD CLARY CHEVROLET
01	CHK	00373114	2/20/2020	51.75	BUILDERS EXCHANGE OF WA
01	CHK	00373115	2/20/2020	7433.08	CENTURY LINK
01	CHK	00373116	2/20/2020	3358.67	CITY TREASURER - TPU
01	CHK	00373117	2/20/2020	3426.31	CLF WAREHOUSE
01	CHK	00373118	2/20/2020	940	CLINICAL REFERENCE LABORATORY
01	CHK	00373119	2/20/2020	150.18	COMCAST
01	CHK	00373120	2/20/2020	150.24	COMCAST
01	CHK	00373121	2/20/2020	150.18	COMCAST
01	CHK	00373122	2/20/2020	392491	CONDUENT TRANSPORT SOLUTIONS
01	CHK	00373123	2/20/2020	128	CONOR MCCARTHY
01	CHK	00373124	2/20/2020	12738.13	CTS (CABLING & TECH SVCS)
01	CHK	00373125	2/20/2020	3400	D2 CREATIVE LLC
01	CHK	00373126	2/20/2020	94.01	DISH
01	CHK	00373127	2/20/2020	19.82	ELIZABETH HALVORSON
01	CHK	00373128	2/20/2020	187.5	EUDORA POWELL
01	CHK	00373129	2/20/2020	165.27	FERRELLGAS
01	CHK	00373130	2/20/2020	483.56	BETSCHART ELECTRIC CO.
01	CHK	00373131	2/20/2020	72.53	FLEET MOBILE LUBE-WASH INC
01	CHK	00373132	2/20/2020	50	FORMFOX, INC.
01	CHK	00373133	2/20/2020	2737.85	GENES TOWING CORP

01	CHK	00373134	2/20/2020	64.76	GENSCO INC
01	CHK	00373135	2/20/2020	189.01	GILCHRIST CHEVROLET
01	CHK	00373136	2/20/2020	8.78	HARBOR FREIGHT TOOLS
01	CHK	00373137	2/20/2020	109695.68	IPKEYS TECHNOLOGIES LLC
01	CHK	00373138	2/20/2020	11	JAMES C LONG
01	CHK	00373139	2/20/2020	461.44	JON-DON
01	CHK	00373140	2/20/2020	192.01	L.N. CURTIS & SONS
01	CHK	00373141	2/20/2020	5112.85	LAKEWOOD WATER DISTRICT
01	CHK	00373142	2/20/2020	3303.1	LEVEL 3 (CENTURY LINK)
01	CHK	00373143	2/20/2020	1003	LOWE'S COMPANIES INC
01	CHK	00373144	2/20/2020	208.45	MALLORY SAFETY & SUPPLY LLC
01	CHK	00373145	2/20/2020	30.54	MARIO KEANE ORTIZ
01	CHK	00373146	2/20/2020	235	MARK BALDRIDGE
01	CHK	00373147	2/20/2020	91.89	MINUTEMAN PRESS
01	CHK	00373148	2/20/2020	540.33	MINUTEMAN PRESS
01	CHK	00373149	2/20/2020	524.66	OFFICE DEPOT CORP
01	CHK	00373150	2/20/2020	1877.12	PACIFIC TORQUE
01	CHK	00373151	2/20/2020	408.21	PARKLAND LIGHT & WATER CO
01	CHK	00373152	2/20/2020	302909	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00373153	2/20/2020	214.31	RAINIER SUPPLY
01	CHK	00373154	2/20/2020	322.92	SCA PACIFIC INC
01	CHK	00373155	2/20/2020	3126.22	SNIDER ENERGY
01	CHK	00373156	2/20/2020	2083.34	SOUTH SOUND TOGETHER
01	CHK	00373157	2/20/2020	188.59	SPENCER AIRCRAFT
01	CHK	00373158	2/20/2020	290	SRS LLC
01	CHK	00373159	2/20/2020	299.52	TACOMA RUBBER STAMP & MARKING
01	CHK	00373160	2/20/2020	132476.9	TELAMON TECHNOLOGIES CORP.
01	CHK	00373161	2/20/2020	144.97	TESSCO TECHNOLOGIES INC
01	CHK	00373162	2/20/2020	27.48	THE LINEUP
01	CHK	00373163	2/20/2020	298.43	TITUS WILL FORD INC
01	CHK	00373164	2/20/2020	1591	UNITED SITE SERVICES (Everson)
01	CHK	00373165	2/20/2020	81538.93	VOYAGER FLEET SYSTEMS INC
01	CHK	00373166	2/20/2020	1398.86	WALTER E NELSON CO.
01	CHK	00373167	2/20/2020	42000	WSTA
01	CHK	00373168	2/20/2020	585.91	WURTH USA INC
01	CHK	00373169	2/27/2020	137.38	AARON'S INDUSTRIAL
01	CHK	00373170	2/27/2020	50	ARABIE JALOWAY
01	CHK	00373171	2/27/2020	13.17	ARISTOTLE BAUTISTA
01	CHK	00373172	2/27/2020	52359.01	ATU LOCAL 758 CORP
01	CHK	00373173	2/27/2020	103.5	CALIFORNIA STATE DISBURSEMENT
01	CHK	00373174	2/27/2020	3184.83	CAMPBELL UNDERGROUND LLC
01	CHK	00373175	2/27/2020	1191.3	CHAPTER 13 TRUSTEE
01	CHK	00373176	2/27/2020	2029.46	CITY TREASURER - TPU
01	CHK	00373177	2/27/2020	71.24	CLF WAREHOUSE
01	CHK	00373178	2/27/2020	150.24	COMCAST
01	CHK	00373179	2/27/2020	150.18	COMCAST
01	CHK	00373180	2/27/2020	3175.38	CONSOLE CLEANING SPECIAL
01	CHK	00373181	2/27/2020	201.45	CORNWELL TOOL
01	CHK	00373182	2/27/2020	4100	D2 CREATIVE LLC
01	CHK	00373183	2/27/2020	80	DEVEN EDGERTON
01	CHK	00373184	2/27/2020	794.61	DRIVELINES NW INC
01	CHK	00373185	2/27/2020	75	DSHS
01	CHK	00373186	2/27/2020	426.98	EMPLOYMENT SECURITY DEPA
01	CHK	00373187	2/27/2020	2438.39	GENES TOWING CORP
01	CHK	00373188	2/27/2020	101.11	GILCHRIST CHEVROLET
01	CHK	00373189	2/27/2020	201.75	IAM & AW
01	CHK	00373190	2/27/2020	47.45	IDAHO CHILD SUPPORT RECEIPTING
01	CHK	00373191	2/27/2020	220	INTERNAL REVENUE SERVICE
01	CHK	00373192	2/27/2020	2402.4	KIDDER MATHEWS, INC.
01	CHK	00373193	2/27/2020	285.42	KLEEN BLAST
01	CHK	00373194	2/27/2020	516.58	LAKEVIEW LIGHT & POWER CO
01	CHK	00373195	2/27/2020	1380	MICHAEL G MALAIER
01	CHK	00373196	2/27/2020	19.8	MICHELLE COLBY
01	CHK	00373197	2/27/2020	1965.79	MINUTEMAN PRESS
01	CHK	00373198	2/27/2020	9210	MULTICARE HEALTH SYSTEM
01	CHK	00373199	2/27/2020	136.4	NH DEPT OF H & HS
01	CHK	00373200	2/27/2020	1114.43	NYS CHILD SUPPORT PROCESSING
01	CHK	00373201	2/27/2020	37.65	O'REILLY AUTO PARTS
01	CHK	00373202	2/27/2020	2525.84	PACIFIC TORQUE
01	CHK	00373203	2/27/2020	503.64	PENINSULA LIGHT
01	CHK	00373204	2/27/2020	9	PHIL AROBEL
01	CHK	00373205	2/27/2020	307520.19	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00373206	2/27/2020	35300.72	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00373207	2/27/2020	2272.36	PUGET SOUND ENERGY
01	CHK	00373208	2/27/2020	2883.88	R E AUTO ELECTRIC
01	CHK	00373209	2/27/2020	30.77	RAINIER SUPPLY
01	CHK	00373210	2/27/2020	862.61	RP AI US MANAGEMENT LLC
01	CHK	00373211	2/27/2020	92.14	SHERWIN-WILLIAMS (LKWD, CEDR)
01	CHK	00373212	2/27/2020	433.8	SSMC CASE MANAGEMENT
01	CHK	00373213	2/27/2020	5424.06	SM STEMPER ARCHITECTS PLLC
01	CHK	00373214	2/27/2020	137.39	T-MOBILE USA, INC
01	CHK	00373215	2/27/2020	593.35	TX CHILD SUPPORT SDU
01	CHK	00373216	2/27/2020	238.94	TIMCO INC
01	CHK	00373217	2/27/2020	15572.7	TOLAR MANUFACTURING CO.
01	CHK	00373218	2/27/2020	78	UNITED SITE SERVICES (Everson)
01	CHK	00373219	2/27/2020	931.17	UNITED WAY OF PIERCE COUNTY
01	CHK	00373220	2/27/2020	12753.85	VERIZON WIRELESS
01	CHK	00373221	2/27/2020	7363.31	VERIZON WIRELESS
01	CHK	00373222	2/27/2020	4186.73	VERIZON WIRELESS
01	CHK	00373223	2/27/2020	912.25	VERIZON WIRELESS
01	CHK	00373224	2/27/2020	1035.59	WALTER E NELSON CO.
01	CHK	00373225	2/27/2020	49.16	WILBERT S RYAN
01	CHK	00373226	2/27/2020	542.13	CITY TREASURER - TPU
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01	EFT	00003473	2/6/2020	2324.72	A & E IMAGING
01	EFT	00003474	2/6/2020	3121	ACCOUNTING PRINCIPALS INC
01	EFT	00003475	2/6/2020	60490.42	ASSOCIATED PETROLEUM
01	EFT	00003476	2/6/2020	3448.29	AUDIOSEARS CORPORATION
01	EFT	00003477	2/6/2020	206.94	BATTERY SYSTEMS
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01	EFT	00003479	2/6/2020	40881.28	CDW GOVERNMENT INC
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01	EFT	00003482	2/6/2020	27359.23	CUMMINS INC
01	EFT	00003483	2/6/2020	8545.85	EXCEL GLOVES & SAFETY SUPPLIES
01	EFT	00003484	2/6/2020	13.06	FEDERAL EXPRESS CORP
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01	EFT	00003486	2/6/2020	21.31	GENFARE
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01	EFT	00003489	2/6/2020	29.51	GUARDIAN SECURITY GROUP INC
01	EFT	00003490	2/6/2020	85.24	HARRY MORRIS
01	EFT	00003491	2/6/2020	1113.29	HERC RENTALS INC
01	EFT	00003492	2/6/2020	4291	HIGH LINE SOFTWARE INC
01	EFT	00003493	2/6/2020	238348.27	HUITT-ZOLLARS INC.
01	EFT	00003494	2/6/2020	146.95	JOHN WALKER
01	EFT	00003495	2/6/2020	614.21	KORUM FORD
01	EFT	00003496	2/6/2020	4915.31	LEGACY TELECOMMUNICATIONS, INC
01	EFT	00003497	2/6/2020	519.06	MALLORY SAFETY & SUPPLY LLC
01	EFT	00003498	2/6/2020	91.75	MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00003499	2/6/2020	128	NANCY HENDERSON
01	EFT	00003500	2/6/2020	14066.97	NORTHWEST PUMP & EQUIPMENT CO
01	EFT	00003501	2/6/2020	8197.64	PACIFIC POWER PRODUCTS
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01	EFT	00003503	2/6/2020	150	PUBLIC SAFETY SELECTION, PC
01	EFT	00003504	2/6/2020	1749.22	QBSI-XEROX
01	EFT	00003505	2/6/2020	428.81	RED WING SHOE STORE
01	EFT	00003506	2/6/2020	638.77	SCHETKY NORTHWEST SALES INC
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01	EFT	00003509	2/6/2020	1481.59	STANDARD PARTS CORP
01	EFT	00003510	2/6/2020	1355.98	STAPLES
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01	EFT	00003513	2/6/2020	54718.14	THE AFTERMARKET PARTS CO LLC
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01	EFT	00003516	2/6/2020	1042.91	VEHICLE MAINTENANCE PROGRAM
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01	EFT	00003527	2/13/2020	985	A CUSTOMER'S POINT OF VIEW
01	EFT	00003528	2/13/2020	15509.51	ABSHER CONSTRUCTION COMPANY
01	EFT	00003529	2/13/2020	76.47	AIRGAS-NOR PAC INC
01	EFT	00003530	2/13/2020	11617.62	ACCOUNTING PRINCIPALS INC
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01	EFT	00003532	2/13/2020	1574.3	ALLSTREAM
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01	EFT	00003534	2/13/2020	36464.51	ASSOCIATED PETROLEUM
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01	EFT	00003537	2/13/2020	37.71	BLANCHARD AUTO ELECTRIC CO
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01	EFT	00003539	2/13/2020	6758.48	CDW GOVERNMENT INC
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01	EFT	00003544	2/13/2020	20000	DCS TECHNOLOGIES, INC.
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01	EFT	00003547	2/13/2020	151.14	EDWARD WILLIAMS
01	EFT	00003548	2/13/2020	1512.67	ELTEC SYSTEMS LLC
01	EFT	00003549	2/13/2020	4668.34	FINISHMASTER, INC
01	EFT	00003550	2/13/2020	546030.34	FIRST TRANSIT
01	EFT	00003551	2/13/2020	9852.23	GALLS LLC
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01	EFT	00003553	2/13/2020	4325.53	GRAINGER
01	EFT	00003554	2/13/2020	901.82	KORUM FORD
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01	EFT	00003556	2/13/2020	42.86	LARSEN SIGN COMPANY
01	EFT	00003557	2/13/2020	7200	LONE FIR CREATIVE
01	EFT	00003558	2/13/2020	271.6	MCGUIRE BEARING CO
01	EFT	00003559	2/13/2020	9209.48	MEDSTAR CABULANCE INC
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01	EFT	00003562	2/13/2020	229.48	OUTFITTER SATELLITE INC
01	EFT	00003563	2/13/2020	9715.87	PACIFIC POWER PRODUCTS
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01	EFT	00003566	2/13/2020	19455.23	PETROCARD SYSTEMS INC

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01	EFT	00003569	2/13/2020	242.2	QUALITY PRESS
01	EFT	00003570	2/13/2020	164.7	SCHETKY NORTHWEST SALES INC
01	EFT	00003571	2/13/2020	495.94	SEATTLE AUTOMOTIVE DIST.
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01	EFT	00003573	2/13/2020	474.6	SIR SPEEDY
01	EFT	00003574	2/13/2020	6300.25	SITECRAFTING INC.
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01	EFT	00003578	2/13/2020	200	MARK W MEROD
01	EFT	00003579	2/13/2020	131.88	SOUTH TACOMA GLASS
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01	EFT	00003585	2/13/2020	95.51	TERRYBERRY MANUFACTURING JEWEL
01	EFT	00003586	2/13/2020	19830.28	THE AFTERMARKET PARTS CO LLC
01	EFT	00003587	2/13/2020	1122.83	TINY'S TIRE
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01	EFT	00003589	2/13/2020	3632.82	TRAPEZE SOFTWARE GROUP
01	EFT	00003590	2/13/2020	32.97	TROY WESEMAN (EMPLOYEE)
01	EFT	00003591	2/13/2020	242.17	UNIFIRST CORPORATION
01	EFT	00003592	2/13/2020	3446.71	VIX TECHNOLOGY USA INC
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01	EFT	00003594	2/13/2020	298.12	WESTERN FLUID COMPONENTS
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01	EFT	00003607	2/20/2020	1342	BRIOTIX
01	EFT	00003608	2/20/2020	89.62	CHEVRON PRODUCTS CO.
01	EFT	00003609	2/20/2020	669.91	CINTAS FIRE PROTECTION
01	EFT	00003610	2/20/2020	1230.77	COMMERCIAL BRAKE & CLUTCH
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01	EFT	00003616	2/20/2020	690	EASTER SEALS WASHINGTON
01	EFT	00003617	2/20/2020	1512.67	ELTEC SYSTEMS LLC
01	EFT	00003618	2/20/2020	86.35	ENRIQUE VARGAS
01	EFT	00003619	2/20/2020	5819.75	ENVIROISSUES
01	EFT	00003620	2/20/2020	14.53	FEDERAL EXPRESS CORP
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01	EFT	00003623	2/20/2020	2804.82	FREIGHTLINER NORTHWEST PACIFIC
01	EFT	00003624	2/20/2020	49.93	GALLS LLC
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01	EFT	00003629	2/20/2020	1903.08	INTELLICORP RECORDS INC
01	EFT	00003630	2/20/2020	2476.12	IWG TOWERS ASSETS I LLC
01	EFT	00003631	2/20/2020	57.55	KAMAN INDUSTRIAL TECHNOLOGIES
01	EFT	00003632	2/20/2020	14203.08	JENCO DEVELOPMENT
01	EFT	00003633	2/20/2020	392.76	KELLI A. DION
01	EFT	00003634	2/20/2020	482.31	KORUM FORD
01	EFT	00003635	2/20/2020	197.82	LARSEN SIGN COMPANY
01	EFT	00003636	2/20/2020	105	LINDSEY SEHMEL
01	EFT	00003637	2/20/2020	1366.86	LYFT INC
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01	EFT	00003661	2/20/2020	96719	TRAPEZE SOFTWARE GROUP
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01	EFT	00003663	2/20/2020	2568.9	UNIFIRST CORPORATION
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01	EFT	00003666	2/20/2020	649.43	WESTERN FLUID COMPONENTS
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01	EFT	00003672	2/21/2020	78719.87	WA ST DEPT OF REVENUE
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01	EFT	00003680	2/27/2020	7601.07	ACCOUNTING PRINCIPALS INC
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01	EFT	00003684	2/27/2020	140.8	BATTERY SYSTEMS
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01	EFT	00003687	2/27/2020	41916.37	CUMMINS INC
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01	EFT	00003689	2/27/2020	29.01	FEDERAL EXPRESS CORP
01	EFT	00003690	2/27/2020	1596.9	FINISHMASTER, INC
01	EFT	00003691	2/27/2020	3013.88	NORTHWEST CASCADE INC
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01	EFT	00003693	2/27/2020	1342.13	GARDA CL NORTHWEST INC
01	EFT	00003694	2/27/2020	25213.38	GILLIG LLC
01	EFT	00003695	2/27/2020	8235.4	GIRO INC
01	EFT	00003696	2/27/2020	1610.32	GRAINGER
01	EFT	00003697	2/27/2020	660.36	GROENEVELD LUBRICATION SOLUTIO
01	EFT	00003698	2/27/2020	2309	HERC RENTALS INC
01	EFT	00003699	2/27/2020	4291	HIGH LINE SOFTWARE INC
01	EFT	00003700	2/27/2020	1322	INTERCITY TRANSIT
01	EFT	00003701	2/27/2020	2056.25	JAYRAY
01	EFT	00003702	2/27/2020	619.52	K & L GATES
01	EFT	00003703	2/27/2020	46.81	LARSCO INC
01	EFT	00003704	2/27/2020	93.42	LARSEN SIGN COMPANY
01	EFT	00003705	2/27/2020	1750.41	LEGACY TELECOMMUNICATIONS, INC
01	EFT	00003706	2/27/2020	979.64	LUMINATOR MASS TRANSIT LLC
01	EFT	00003707	2/27/2020	2169.76	MALLORY SAFETY & SUPPLY LLC
01	EFT	00003708	2/27/2020	532.06	MCGUIRE BEARING CO
01	EFT	00003709	2/27/2020	9131.79	MEDSTAR CABULANCE INC
01	EFT	00003710	2/27/2020	194.68	MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00003711	2/27/2020	128	NANCY HENDERSON
01	EFT	00003712	2/27/2020	229.48	OUTFITTER SATELLITE INC
01	EFT	00003713	2/27/2020	23013.08	PACIFIC POWER PRODUCTS
01	EFT	00003714	2/27/2020	1921.5	PACIFICA LAW GROUP
01	EFT	00003715	2/27/2020	105.45	PLATT ELECTRIC SUPPLY
01	EFT	00003716	2/27/2020	284.21	PROTERRA INC
01	EFT	00003717	2/27/2020	1250	PUBLIC SAFETY SELECTION, PC
01	EFT	00003718	2/27/2020	560.67	RED WING SHOE STORE
01	EFT	00003719	2/27/2020	256	ROBIN FARRIS
01	EFT	00003720	2/27/2020	318.23	SEATTLE AUTOMOTIVE DIST.
01	EFT	00003721	2/27/2020	100	SELENA NGO
01	EFT	00003722	2/27/2020	934.15	SIGNDOG
01	EFT	00003723	2/27/2020	649	SITECRAFTING INC.
01	EFT	00003724	2/27/2020	28940.36	SOUND TRANSIT
01	EFT	00003725	2/27/2020	200	MARK W MEROD
01	EFT	00003726	2/27/2020	10671.73	SOUTH TACOMA GLASS
01	EFT	00003727	2/27/2020	660.7	STANDARD PARTS CORP
01	EFT	00003728	2/27/2020	1175.66	STAPLES
01	EFT	00003729	2/27/2020	86.5	STERICYCLE
01	EFT	00003730	2/27/2020	2401	SUMMIT LAW GROUP PLLC
01	EFT	00003731	2/27/2020	2200	SUPERION LLC
01	EFT	00003732	2/27/2020	4690.77	TACOMA COMMUNITY COLLEGE
01	EFT	00003733	2/27/2020	3931.67	TACOMA DODGE CHRYSLER JEEP
01	EFT	00003734	2/27/2020	1074.4	TACOMA SCREW
01	EFT	00003735	2/27/2020	287.36	TACOMA TROPHY
01	EFT	00003736	2/27/2020	10148.94	TECHNICAL SECURITY INTEGRATION
01	EFT	00003737	2/27/2020	23398.89	THE AFTERMARKET PARTS CO LLC
01	EFT	00003738	2/27/2020	438.28	THERMO KING NW INC
01	EFT	00003739	2/27/2020	2284.93	TINY'S TIRE
01	EFT	00003740	2/27/2020	24700	TRACKIT, LLC
01	EFT	00003741	2/27/2020	237.48	UNIFIRST CORPORATION
01	EFT	00003742	2/27/2020	627.85	USAME DAHIR
01	EFT	00003743	2/27/2020	6425.2	VEHICLE MAINTENANCE PROGRAM
01	EFT	00003744	2/27/2020	2150.39	WAXIE SANITARY SUPPLY
01	EFT	00003745	2/27/2020	1736.62	WESTERN PETERBILT
01	EFT	00003746	2/27/2020	1552.13	WILLIAMS OIL FILTER
03	CHK	00001438	2/27/2020	296	REBECCA JAPHET

Total Payments

**\$7,520,205.73**

**PIERCE TRANSIT**  
**Board Payments Over \$50,000**  
**Payments From: Mar 1, 2020 to Mar 31, 2020**  
**Cash and Investment Balance: 111,133,318.00**

Payment Numbers CK 00373227 through CK 00373469  
 Wire Numbers EFT 00003747 through EFT 00004018  
 No Advance Travel Checks  
 Total \$4,892,171.23

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

<b>Operating Fund</b>				
	<b>Check</b>	<b>Vendor</b>	<b>Item/Service</b>	<b>Amount</b>
CHK	00373415	ATU LOCAL 758 CORP	EE DED PP7 2020	52,377.88
EFT	00003749	ASSOCIATED PETROLEUM	DIESEL USAGE	92,815.46
EFT	00003756	COST MANAGEMENT SERVICES INC	CMS USAGE 01/20	93,069.74
EFT	00003793	SUPERION LLC	Access Fee OS 03/20-02/21	69,955.75
EFT	00003805	GREAT WEST RETIREMENT	PP 06 2020 Empower	99,776.22
EFT	00003806	ICMA RETIREMENT	PP 06 2020 ICMA	257,878.76
EFT	00003853	SOUND TRANSIT	ST Farebox Revenue Feb 2020	95,475.27
EFT	00003876	US BANK CORPORATE PAYMENT SYST	MISC BUSINESS EXPENSES	67,652.65
EFT	00003877	AWC	AWC BGLI Mar 20	1,227,869.25
EFT	00003887	ASSOCIATED PETROLEUM	DIESEL USAGE	94,156.79
EFT	00003895	COST MANAGEMENT SERVICES INC	CNG USAGE 03/10/20	77,880.50
EFT	00003954	GREAT WEST RETIREMENT	PP 07 2020 Empower	92,251.91
EFT	00003955	ICMA RETIREMENT	PP 07 2020 ICMA	247,335.64
<b>Payments for Fund 1 Total</b>				<b>2,568,495.82</b>
<b>Self Insurance Fund</b>				
	<b>Check</b>	<b>Vendor</b>	<b>Item/Service</b>	<b>Amount</b>
<b>Payments for Fund 4 Total</b>				<b>0.00</b>
<b>Capital Fund</b>				
	<b>Check</b>	<b>Vendor</b>	<b>Item/Service</b>	<b>Amount</b>
EFT	00003827	HUITT-ZOLLARS INC.	PROF SVC BMP EARLY 01/20	149,974.07
EFT	00003876	US BANK CORPORATE PAYMENT SYST	FIBER CLEANING PARTS	13,411.82
EFT	00003881	ABSHER CONSTRUCTION COMPANY	GCCM FEE	127,035.12
<b>Payments for Fund 9 Total</b>				<b>290,421.01</b>
<b>Total Payments in Excess of \$50,000.00</b>				<b>2,858,916.83</b>

Apr 2, 2020 1:47:16 PM

Page 1 of 2

**Pierce Transit**  
**Payment Certification for Mar 31, 2020**  
**Payments Mar 1, 2020 to Mar 31, 2020**

**Payment Numbers CK 00373227 through CK 00373469**  
**Wire Numbers EFT 00003747 through EFT 00004018**

**No Advance Travel Checks**

Bank ID	Check Numb	Check Date	Amount	Vendor Name
01	CHK	00373227	03/05/2020	265.61 AT&T
01	CHK	00373228	03/05/2020	27.34 AT&T
01	CHK	00373229	03/05/2020	80.08 AT&T
01	CHK	00373230	03/05/2020	3.47 AUTO PLUS PARTS
01	CHK	00373231	03/05/2020	38.38 AUTO PLUS PARTS
01	CHK	00373232	03/05/2020	1,630.95 BEN'S CLEANER SALES INC
01	CHK	00373233	03/05/2020	98.19 BUNCE RENTALS INC
01	CHK	00373234	03/05/2020	705.28 CITY OF PUYALLUP
01	CHK	00373235	03/05/2020	150.24 COMCAST
01	CHK	00373236	03/05/2020	240.18 COMCAST
01	CHK	00373237	03/05/2020	395.59 COMCAST
01	CHK	00373238	03/05/2020	783.40 COPIERS NORTHWEST INC
01	CHK	00373240	03/05/2020	164.41 DRIVELINES NW INC
01	CHK	00373241	03/05/2020	125.44 FRUITLAND MUTUAL WATER COMPANY
01	CHK	00373242	03/05/2020	1,112.25 GENES TOWING CORP
01	CHK	00373243	03/05/2020	49.07 GILCHRIST CHEVROLET
01	CHK	00373244	03/05/2020	747.10 GILLIG LLC
01	CHK	00373245	03/05/2020	23,772.50 GREEN HOUSE DATA INC
01	CHK	00373246	03/05/2020	46.11 HARBOR FREIGHT TOOLS
01	CHK	00373247	03/05/2020	750.42 HAUGEN GRAPHICS
01	CHK	00373248	03/05/2020	18,635.00 IBI GROUP A CALIFORNIA PARTNER
01	CHK	00373249	03/05/2020	24,674.96 IPKEYS TECHNOLOGIES LLC
01	CHK	00373250	03/05/2020	4,011.21 JOHNSON CONTROLS
01	CHK	00373251	03/05/2020	12.63 KAMANA MAJAGIRA
01	CHK	00373252	03/05/2020	34.65 KIEL NA LLC
01	CHK	00373253	03/05/2020	62.38 L.N. CURTIS & SONS
01	CHK	00373254	03/05/2020	658.14 LOWE'S COMPANIES INC
01	CHK	00373255	03/05/2020	40.00 MICHELLE SANDERS
01	CHK	00373256	03/05/2020	102.79 NELSON TRUCK
01	CHK	00373257	03/05/2020	4,899.94 OFFICE DEPOT CORP
01	CHK	00373258	03/05/2020	4,694.99 PACIFIC AIR CONTROL INC
01	CHK	00373259	03/05/2020	700.57 PACIFIC TORQUE
01	CHK	00373260	03/05/2020	4,726.00 POINT DEFIANCE AIDS PROJECTS
01	CHK	00373261	03/05/2020	629.88 PUGET SOUND ENERGY
01	CHK	00373262	03/05/2020	711.61 R E AUTO ELECTRIC
01	CHK	00373263	03/05/2020	64.41 REFRIGERATION SUPPLY DIST
01	CHK	00373264	03/05/2020	3,270.00 SIMON AND COMPANY INC
01	CHK	00373265	03/05/2020	14.78 SNAP-ON TOOLS - Robert Mustain
01	CHK	00373266	03/05/2020	104.15 SPORTWORKS NORTHWEST INC
01	CHK	00373267	03/05/2020	4,689.62 TACOMA MALL PARTNERSHIP
01	CHK	00373268	03/05/2020	906.66 UNITED PARCEL SERVICE
01	CHK	00373269	03/05/2020	234.00 UNITED SITE SERVICES (Everson)
01	CHK	00373270	03/05/2020	456.40 WA ST DEPT OF L&I - ELEVATOR
01	CHK	00373271	03/12/2020	54.45 AT&T
01	CHK	00373272	03/12/2020	2,525.00 ATU LOCAL 758 CORP
01	CHK	00373273	03/12/2020	42.43 ATLAS SUPPLY INC
01	CHK	00373274	03/12/2020	210.86 PUREGREEN EQUIPMENT SERVICES L
01	CHK	00373275	03/12/2020	49,211.74 BRIDGESTONE AMERICA
01	CHK	00373276	03/12/2020	103.50 CALIFORNIA STATE DISBURSEMENT
01	CHK	00373277	03/12/2020	425.53 CAMPBELL UNDERGROUND LLC
01	CHK	00373278	03/12/2020	73.29 CENTURY LINK
01	CHK	00373279	03/12/2020	61.32 CENTURY LINK
01	CHK	00373280	03/12/2020	617.62 CENTURY LINK
01	CHK	00373281	03/12/2020	1,191.30 CHAPTER 13 TRUSTEE
01	CHK	00373282	03/12/2020	21,547.86 CITY OF FEDERAL WAY
01	CHK	00373283	03/12/2020	43,885.44 CITY OF LAKEWOOD
01	CHK	00373284	03/12/2020	100.00 CITY OF LAKEWOOD
01	CHK	00373285	03/12/2020	6,765.79 CITY TREASURER - TPU
01	CHK	00373286	03/12/2020	46.22 CLF WAREHOUSE
01	CHK	00373287	03/12/2020	883.50 CLINICAL REFERENCE LABORATORY
01	CHK	00373288	03/12/2020	5,337.24 COLONIAL SUPPLEMENTAL LIFE

01	CHK	00373289	03/12/2020	140.24	COMCAST
01	CHK	00373290	03/12/2020	171.83	COMCAST
01	CHK	00373291	03/12/2020	155.18	COMCAST
01	CHK	00373292	03/12/2020	52.51	COMM ON POLITICAL EDUCATION
01	CHK	00373293	03/12/2020	225.00	WA ST CRIMINAL JUSTICE TRAIING
01	CHK	00373294	03/12/2020	1,510.00	CURVED GLASS COMPANY
01	CHK	00373295	03/12/2020	328.80	DAILY JOURNAL OF COMMERCE INC
01	CHK	00373296	03/12/2020	975.58	DM RECYCLING CO INC
01	CHK	00373297	03/12/2020	75.00	DSHS
01	CHK	00373298	03/12/2020	16,518.51	EBERLE VIVIAN
01	CHK	00373299	03/12/2020	468.39	EMPLOYMENT SECURITY DEPA
01	CHK	00373300	03/12/2020	880.54	FERRELLGAS
01	CHK	00373301	03/12/2020	87.92	BETSCHART ELECTRIC CO.
01	CHK	00373302	03/12/2020	1,093.03	GTT COMMUNICATIONS
01	CHK	00373303	03/12/2020	547.99	GTT COMMUNICATIONS
01	CHK	00373304	03/12/2020	544.04	GTT COMMUNICATIONS
01	CHK	00373305	03/12/2020	459.27	GENES TOWING CORP
01	CHK	00373306	03/12/2020	938.38	GILCHRIST CHEVROLET
01	CHK	00373307	03/12/2020	1,241.36	GORDON, ALYWORTH & TAMI
01	CHK	00373308	03/12/2020	16.47	HARBOR FREIGHT TOOLS
01	CHK	00373309	03/12/2020	6,796.75	HAROLD LEMAY ENTERPRISES
01	CHK	00373310	03/12/2020	688.26	HI-STRENGTH BOLT
01	CHK	00373311	03/12/2020	615.90	HOME DEPOT CREDIT SERVICES
01	CHK	00373312	03/12/2020	9,173.31	HULTZ BHU ENGINEERS INC.
01	CHK	00373313	03/12/2020	880.75	IAM & AW
01	CHK	00373314	03/12/2020	47.45	IDAHO CHILD SUPPORT RECEIPTING
01	CHK	00373315	03/12/2020	220.00	INTERNAL REVENUE SERVICE
01	CHK	00373316	03/12/2020	642.04	JOHNSON CONTROLS
01	CHK	00373317	03/12/2020	99.69	LAWSON PRODUCTS INC
01	CHK	00373318	03/12/2020	3,591.67	KING COUNTY FINANCE
01	CHK	00373319	03/12/2020	182.85	LEMAY MOBILE SHREDDING
01	CHK	00373320	03/12/2020	686.91	LEVEL 3 (CENTURY LINK)
01	CHK	00373321	03/12/2020	4,731.43	LEVEL 3 (CENTURY LINK)
01	CHK	00373322	03/12/2020	3,303.10	LEVEL 3 (CENTURY LINK)
01	CHK	00373323	03/12/2020	14,870.50	MACHINISTS HEALTH &
01	CHK	00373324	03/12/2020	1,380.00	MICHAEL G MALAIER
01	CHK	00373325	03/12/2020	555.98	MINUTEMAN PRESS
01	CHK	00373326	03/12/2020	3,452.01	CURT ARNESON ENTERPRISES
01	CHK	00373327	03/12/2020	167.50	MISSOURI FAMILY SUPPORT PAYMEN
01	CHK	00373328	03/12/2020	2.95	MOUNTAIN MIST WATER
01	CHK	00373329	03/12/2020	136.40	NH DEPT OF H & HS
01	CHK	00373330	03/12/2020	1,919.06	NORTHWEST IAM BENEFIT TRUST
01	CHK	00373331	03/12/2020	6,918.87	NORTHWEST PLAYGROUND EQUIPMENT
01	CHK	00373332	03/12/2020	2,923.00	NORTHWEST TANK
01	CHK	00373333	03/12/2020	1,114.43	NYS CHILD SUPPORT PROCESSING
01	CHK	00373334	03/12/2020	248.34	OFFICE DEPOT CORP
01	CHK	00373335	03/12/2020	1,527.31	PACIFIC AIR CONTROL INC
01	CHK	00373336	03/12/2020	778.72	PACIFIC TORQUE
01	CHK	00373337	03/12/2020	450.26	PENINSULA LIGHT
01	CHK	00373338	03/12/2020	5,423.86	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00373339	03/12/2020	2,225.52	PLUMB SIGNS INC
01	CHK	00373340	03/12/2020	6,250.00	PREMIER MEDIA GROUP
01	CHK	00373341	03/12/2020	894.32	PUGET SOUND ENERGY
01	CHK	00373342	03/12/2020	3,000.00	QUADIENT FINANCE USA INC
01	CHK	00373343	03/12/2020	2,430.61	R E AUTO ELECTRIC
01	CHK	00373344	03/12/2020	374.36	REFRIGERATION SUPPLY DIST
01	CHK	00373345	03/12/2020	455.75	REX PEGG FABRICS INC
01	CHK	00373346	03/12/2020	10.00	SHANE HALL
01	CHK	00373347	03/12/2020	765.75	SNIDER ENERGY
01	CHK	00373348	03/12/2020	2,083.34	SOUTH SOUND TOGETHER
01	CHK	00373349	03/12/2020	163.82	SQUAD ROOM EMBLEM
01	CHK	00373350	03/12/2020	30,443.71	SM STEMPER ARCHITECTS PLLC
01	CHK	00373351	03/12/2020	275.25	STREICH BROTHERS INC
01	CHK	00373352	03/12/2020	166.98	TACOMA DAILY INDEX
01	CHK	00373353	03/12/2020	110.20	TERMINIX COMMERCIAL
01	CHK	00373354	03/12/2020	110.20	TERMINIX COMMERCIAL
01	CHK	00373355	03/12/2020	593.35	TX CHILD SUPPORT SDU
01	CHK	00373356	03/12/2020	870.00	THU HUYHN
01	CHK	00373357	03/12/2020	1,966.00	UNITED SITE SERVICES (Everson)
01	CHK	00373358	03/12/2020	931.17	UNITED WAY OF PIERCE COUNTY
01	CHK	00373359	03/12/2020	615.13	WSDOT

01	CHK	00373360	03/12/2020	17,635.56	WSP USA, INC.
01	CHK	00373361	03/19/2020	27.78	AT&T
01	CHK	00373362	03/19/2020	113.41	AT&T
01	CHK	00373363	03/19/2020	10,848.38	AWC EMPLOYEE BENEFIT TRUST
01	CHK	00373364	03/19/2020	120.00	BUILDERS EXCHANGE OF WA
01	CHK	00373365	03/19/2020	119.28	BUNCE RENTALS INC
01	CHK	00373366	03/19/2020	855.50	CASCADE FRICTION
01	CHK	00373367	03/19/2020	7,433.23	CENTURY LINK
01	CHK	00373368	03/19/2020	71.75	CHARLES SMITH
01	CHK	00373369	03/19/2020	39,029.34	CITY OF LAKEWOOD
01	CHK	00373370	03/19/2020	5,851.27	CITY TREASURER - TPU
01	CHK	00373371	03/19/2020	370.00	CITY TREASURER - TPU
01	CHK	00373372	03/19/2020	30.16	CLF WAREHOUSE
01	CHK	00373373	03/19/2020	150.18	COMCAST
01	CHK	00373374	03/19/2020	150.18	COMCAST
01	CHK	00373375	03/19/2020	150.24	COMCAST
01	CHK	00373376	03/19/2020	9,263.08	COMCAST
01	CHK	00373377	03/19/2020	5,297.60	COMCAST
01	CHK	00373378	03/19/2020	1,747.41	CUDA WASHINGTON
01	CHK	00373379	03/19/2020	19.77	DEBRA SIMMS
01	CHK	00373380	03/19/2020	94.01	DISH
01	CHK	00373381	03/19/2020	128.00	DONALD L ANDERSON
01	CHK	00373382	03/19/2020	1,500.00	DOWNTOWN ON THE GO
01	CHK	00373383	03/19/2020	1,099.00	FLEET MOBILE LUBE-WASH INC
01	CHK	00373384	03/19/2020	50.00	FORMFOX, INC.
01	CHK	00373385	03/19/2020	2,181.73	GENES TOWING CORP
01	CHK	00373386	03/19/2020	253.77	GENFARE
01	CHK	00373387	03/19/2020	482.65	GILCHRIST CHEVROLET
01	CHK	00373388	03/19/2020	2,135.70	JOAQUIN'S TREE EXPERT COMPANY
01	CHK	00373389	03/19/2020	13.89	JOHNSTONE SUPPLY
01	CHK	00373390	03/19/2020	128.00	KENT KEEL
01	CHK	00373391	03/19/2020	2,720.00	KIDDER MATHEWS, INC.
01	CHK	00373392	03/19/2020	47,018.99	LAKEVIEW LIGHT & POWER CO
01	CHK	00373393	03/19/2020	138.02	LAKEWOOD WATER DISTRICT
01	CHK	00373394	03/19/2020	16.00	MARGARET KNIGHT
01	CHK	00373395	03/19/2020	1,705.84	MICHAEL S O'MEARA
01	CHK	00373396	03/19/2020	13,165.14	MOSS ADAMS LLP
01	CHK	00373397	03/19/2020	388.02	OFFICE DEPOT CORP
01	CHK	00373398	03/19/2020	14.73	PACIFIC TORQUE
01	CHK	00373399	03/19/2020	2,155.36	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00373400	03/19/2020	448.00	PROSHRED SEATTLE
01	CHK	00373401	03/19/2020	1,350.00	PUYALLUP SUMNER CHAMBER OF COM
01	CHK	00373402	03/19/2020	292.54	R E AUTO ELECTRIC
01	CHK	00373403	03/19/2020	70.51	REFRIGERATION SUPPLY DIST
01	CHK	00373404	03/19/2020	165.87	RIVER BEND INDUSTRIES
01	CHK	00373405	03/19/2020	320.93	SHERWIN-WILLIAMS (LKWD, CEDR)
01	CHK	00373406	03/19/2020	61.54	SNAP-ON TOOLS - Robert Mustain
01	CHK	00373407	03/19/2020	3,587.14	SNIDER ENERGY
01	CHK	00373408	03/19/2020	373.36	SONITROL PACIFIC
01	CHK	00373409	03/19/2020	500.00	SOURCE PANEL
01	CHK	00373410	03/19/2020	15,968.12	SM STEMPER ARCHITECTS PLLC
01	CHK	00373411	03/19/2020	52.95	TACOMA DAILY INDEX
01	CHK	00373412	03/19/2020	457.00	WA ST DEPT OF L&I - ELEVATOR
01	CHK	00373413	03/19/2020	61.75	WA ST DEPT OF LICENSING
01	CHK	00373414	03/19/2020	1,445.83	WALTER E NELSON CO.
01	<b>CHK</b>	<b>00373415</b>	<b>03/26/2020</b>	<b>52,377.88</b>	<b>ATU LOCAL 758 CORP</b>
01	CHK	00373416	03/26/2020	2,637.60	AUTO CRIB
01	CHK	00373417	03/26/2020	262.95	MCLENDON HARDWARE
01	CHK	00373418	03/26/2020	103.50	CALIFORNIA STATE DISBURSEMENT
01	CHK	00373419	03/26/2020	1,191.30	CHAPTER 13 TRUSTEE
01	CHK	00373420	03/26/2020	150.18	COMCAST
01	CHK	00373421	03/26/2020	28,529.75	CSCHED
01	CHK	00373422	03/26/2020	148.80	DAILY JOURNAL OF COMMERCE INC
01	CHK	00373423	03/26/2020	203.25	DATA SECURITY CORP
01	CHK	00373424	03/26/2020	75.00	DSHS
01	CHK	00373425	03/26/2020	444.72	EMPLOYMENT SECURITY DEPA
01	CHK	00373426	03/26/2020	34.44	FASTENAL
01	CHK	00373427	03/26/2020	217.28	FERRELLGAS
01	CHK	00373428	03/26/2020	1,099.00	FLEET MOBILE LUBE-WASH INC
01	CHK	00373429	03/26/2020	983.92	GENES TOWING CORP
01	CHK	00373430	03/26/2020	47.83	GILCHRIST CHEVROLET

01	CHK	00373431	03/26/2020	65.92	HARBOR FREIGHT TOOLS
01	CHK	00373432	03/26/2020	560.55	HAWAII STATE TAX COLLECTOR
01	CHK	00373433	03/26/2020	47.45	IDAHO CHILD SUPPORT RECEIPTING
01	CHK	00373434	03/26/2020	910.00	INTERNAL REVENUE SERVICE
01	CHK	00373435	03/26/2020	16,333.34	KARRAS CONSULTING
01	CHK	00373436	03/26/2020	234.51	KCDA PURCHASING COOPERATIVE
01	CHK	00373437	03/26/2020	1,380.00	MICHAEL G MALAIER
01	CHK	00373438	03/26/2020	24.53	MINUTEMAN PRESS
01	CHK	00373439	03/26/2020	1,284.09	JENNINGS AND ASSOCIATES INC
01	CHK	00373440	03/26/2020	167.50	MISSOURI FAMILY SUPPORT PAYMEN
01	CHK	00373441	03/26/2020	136.40	NH DEPT OF H & HS
01	CHK	00373442	03/26/2020	896.82	NYS CHILD SUPPORT PROCESSING
01	CHK	00373443	03/26/2020	193.07	OFFICE DEPOT CORP
01	CHK	00373444	03/26/2020	241.78	PACIFIC FITNESS PRODUCTS
01	CHK	00373445	03/26/2020	428.09	PARKLAND LIGHT & WATER CO
01	CHK	00373446	03/26/2020	480.38	PENINSULA LIGHT
01	CHK	00373447	03/26/2020	440.05	PUGET SOUND ENERGY
01	CHK	00373448	03/26/2020	1,017.66	R E AUTO ELECTRIC
01	CHK	00373449	03/26/2020	729.41	REYNOLDS & REYNOLDS
01	CHK	00373450	03/26/2020	862.61	RPAI US MANAGEMENT LLC
01	CHK	00373451	03/26/2020	159.91	SNAP-ON TOOLS - Robert Mustain
01	CHK	00373452	03/26/2020	42,203.91	SNIDER ENERGY
01	CHK	00373453	03/26/2020	373.36	SONITROL PACIFIC
01	CHK	00373454	03/26/2020	420.00	T-MOBILE USA, INC
01	CHK	00373455	03/26/2020	63.60	TACOMA DAILY INDEX
01	CHK	00373456	03/26/2020	4,689.62	TACOMA MALL PARTNERSHIP
01	CHK	00373457	03/26/2020	199.68	TACOMA RUBBER STAMP & MARKING
01	CHK	00373458	03/26/2020	593.35	TX CHILD SUPPORT SDU
01	CHK	00373459	03/26/2020	64.13	UNITED STATES SEATING
01	CHK	00373460	03/26/2020	916.17	UNITED WAY OF PIERCE COUNTY
01	CHK	00373461	03/26/2020	4,186.75	VERIZON WIRELESS
01	CHK	00373462	03/26/2020	13,764.19	VERIZON WIRELESS
01	CHK	00373463	03/26/2020	7,363.79	VERIZON WIRELESS
01	CHK	00373464	03/26/2020	820.15	VERIZON WIRELESS
01	CHK	00373465	03/26/2020	25.00	WA ST DEPT OF RETIREMENT SYSTE
01	CHK	00373466	03/26/2020	241.64	WALTER E NELSON CO.
01	CHK	00373467	03/26/2020	150.00	WSTA
01	CHK	00373468	03/26/2020	348.61	WURTH USA INC
01	CHK	00373469	03/30/2020	40.77	GALLS LLC
01	EFT	00003747	03/05/2020	2,492.55	ACCOUNTING PRINCIPALS INC
01	EFT	00003748	03/05/2020	35.28	ALLIED ELECTRONICS
<b>01</b>	<b>EFT</b>	<b>00003749</b>	<b>03/05/2020</b>	<b>92,815.46</b>	<b>ASSOCIATED PETROLEUM</b>
01	EFT	00003750	03/05/2020	5,196.77	ATWORK! COMMERCIAL ENTERPRISES
01	EFT	00003751	03/05/2020	2,569.82	BATTERY SYSTEMS
01	EFT	00003752	03/05/2020	49.18	BRAUN CORPORATION
01	EFT	00003753	03/05/2020	1,401.06	CHEVRON PRODUCTS CO.
01	EFT	00003754	03/05/2020	1,104.03	CINTAS FIRE PROTECTION
01	EFT	00003755	03/05/2020	787.99	COMMERCIAL BRAKE & CLUTCH
<b>01</b>	<b>EFT</b>	<b>00003756</b>	<b>03/05/2020</b>	<b>93,069.74</b>	<b>COST MANAGEMENT SERVICES INC</b>
01	EFT	00003757	03/05/2020	33,833.71	CUMMINS INC
01	EFT	00003758	03/05/2020	204.00	DRUG FREE BUSINESS
01	EFT	00003759	03/05/2020	1,512.67	ELTEC SYSTEMS LLC
01	EFT	00003760	03/05/2020	2,995.00	ANA LABORATORIES INC
01	EFT	00003761	03/05/2020	37.03	FEDERAL EXPRESS CORP
01	EFT	00003762	03/05/2020	1,400.09	FINISHMASTER, INC
01	EFT	00003763	03/05/2020	5,553.84	GALLS LLC
01	EFT	00003764	03/05/2020	15,034.92	GILLIG LLC
01	EFT	00003765	03/05/2020	673.70	GRAINGER
01	EFT	00003766	03/05/2020	112.25	GROENEVELD LUBRICATION SOLUTIO
01	EFT	00003767	03/05/2020	47,352.69	HUITT-ZOLLARS INC.
01	EFT	00003768	03/05/2020	2,476.12	IWG TOWERS ASSETS I LLLC
01	EFT	00003769	03/05/2020	36.06	JASON LAWRENCE
01	EFT	00003770	03/05/2020	14,203.08	JENCO DEVELOPMENT
01	EFT	00003771	03/05/2020	866.96	KORUM FORD
01	EFT	00003772	03/05/2020	494.34	LARSCO INC
01	EFT	00003773	03/05/2020	6,028.94	LEGACY TELECOMMUNICATIONS, INC
01	EFT	00003774	03/05/2020	219.80	MALLORY SAFETY & SUPPLY LLC
01	EFT	00003775	03/05/2020	271.60	MCGUIRE BEARING CO
01	EFT	00003776	03/05/2020	12,783.36	MEDSTAR CABULANCE INC
01	EFT	00003777	03/05/2020	81.36	NORTHWEST WIRE ROPE & SLING CO
01	EFT	00003778	03/05/2020	13,656.21	PACIFIC POWER PRODUCTS

01	EFT	00003779	03/05/2020	6,132.48	PARAMETRIX ENGINEERING
01	EFT	00003780	03/05/2020	217.93	PLATT ELECTRIC SUPPLY
01	EFT	00003781	03/05/2020	1,309.72	PRINT NW
01	EFT	00003782	03/05/2020	3,033.37	PRINTWEST
01	EFT	00003783	03/05/2020	145.17	RED WING SHOE STORE
01	EFT	00003784	03/05/2020	10,808.78	SAYBR CONTRACTORS INC
01	EFT	00003785	03/05/2020	145.97	SEATTLE AUTOMOTIVE DIST.
01	EFT	00003786	03/05/2020	32.00	SELENA NGO
01	EFT	00003787	03/05/2020	28,675.02	SHI INTERNATIONAL CORP
01	EFT	00003788	03/05/2020	225.30	SIR SPEEDY
01	EFT	00003789	03/05/2020	577.94	SOUND TRANSIT
01	EFT	00003790	03/05/2020	329.70	SOUTH TACOMA GLASS
01	EFT	00003791	03/05/2020	1,123.07	STANDARD PARTS CORP
01	EFT	00003792	03/05/2020	570.36	STAPLES
<b>01</b>	<b>EFT</b>	<b>00003793</b>	<b>03/05/2020</b>	<b>69,955.75</b>	<b>SUPERION LLC</b>
01	EFT	00003794	03/05/2020	1,366.13	TACOMA DODGE CHRYSLER JEEP
01	EFT	00003795	03/05/2020	2,524.53	TACOMA SCREW
01	EFT	00003796	03/05/2020	27,681.13	THE AFTERMARKET PARTS CO LLC
01	EFT	00003797	03/05/2020	1,967.15	THERMO KING NW INC
01	EFT	00003798	03/05/2020	1,294.81	TINY'S TIRE
01	EFT	00003799	03/05/2020	2,485.64	TRAPEZE SOFTWARE GROUP
01	EFT	00003800	03/05/2020	925.31	UNIFIRST CORPORATION
01	EFT	00003801	03/05/2020	824.69	VEHICLE MAINTENANCE PROGRAM
01	EFT	00003802	03/05/2020	317.78	WESTERN FLUID COMPONENTS
01	EFT	00003803	03/05/2020	989.08	WESTERN PETERBILT
01	EFT	00003804	03/05/2020	41.43	WILLIAMS OIL FILTER
<b>01</b>	<b>EFT</b>	<b>00003805</b>	<b>03/12/2020</b>	<b>99,776.22</b>	<b>GREAT WEST RETIREMENT</b>
<b>01</b>	<b>EFT</b>	<b>00003806</b>	<b>03/12/2020</b>	<b>257,878.76</b>	<b>ICMA RETIREMENT</b>
01	EFT	00003807	03/12/2020	16,460.60	NAVIA BENEFIT SOLUTIONS
01	EFT	00003808	03/12/2020	6,973.37	TACOMA EMPLOYEES RETIREMENT SY
01	EFT	00003809	03/12/2020	7,525.72	WA ST CHILD SUPPORT REGISTRY
01	EFT	00003810	03/12/2020	4,390.00	A CUSTOMER'S POINT OF VIEW
01	EFT	00003811	03/12/2020	76.36	AIRGAS-NOR PAC INC
01	EFT	00003812	03/12/2020	1,873.31	ACCOUNTING PRINCIPALS INC
01	EFT	00003813	03/12/2020	1,574.30	ALLSTREAM
01	EFT	00003814	03/12/2020	2,972.22	ANGI ENERGY SYSTEMS
01	EFT	00003815	03/12/2020	42.98	ARCHITECTURAL WOODS INC
01	EFT	00003816	03/12/2020	40,115.31	ASSOCIATED PETROLEUM
01	EFT	00003817	03/12/2020	489.73	BATTERY SYSTEMS
01	EFT	00003818	03/12/2020	18,797.51	CUMMINS INC
01	EFT	00003819	03/12/2020	250.00	CYBERSOURCE CORP.
01	EFT	00003820	03/12/2020	115.38	DARRICK VALONA
01	EFT	00003821	03/12/2020	13,805.81	DKS ASSOCIATES
01	EFT	00003822	03/12/2020	7.99	FEDERAL EXPRESS CORP
01	EFT	00003823	03/12/2020	1,685.16	FINISHMASTER, INC
01	EFT	00003824	03/12/2020	40,470.23	GILLIG LLC
01	EFT	00003825	03/12/2020	1,079.83	GRAINGER
01	EFT	00003826	03/12/2020	1,248.23	HERITAGE-CRYSTAL CLEAN LLC
<b>01</b>	<b>EFT</b>	<b>00003827</b>	<b>03/12/2020</b>	<b>149,974.07</b>	<b>HUITT-ZOLLARS INC.</b>
01	EFT	00003828	03/12/2020	147.83	JOE RIGGINS
01	EFT	00003829	03/12/2020	147.83	JOHN GUMATAOTAO
01	EFT	00003830	03/12/2020	370.21	KELLY HARP
01	EFT	00003831	03/12/2020	331.83	KIM MCGILVERY
01	EFT	00003832	03/12/2020	421.66	KORUM FORD
01	EFT	00003833	03/12/2020	197.82	LARSEN SIGN COMPANY
01	EFT	00003834	03/12/2020	408.47	MALLORY SAFETY & SUPPLY LLC
01	EFT	00003835	03/12/2020	702.28	MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00003836	03/12/2020	1,135.00	NAVIA BENEFIT SOLUTIONS
01	EFT	00003837	03/12/2020	1,450.47	NORTHWEST BUS SALES INC.
01	EFT	00003838	03/12/2020	355.58	NORTHWEST PUMP & EQUIPMENT CO
01	EFT	00003839	03/12/2020	181.29	NORTHWEST STEEL & PIPE CO
01	EFT	00003840	03/12/2020	30,692.20	PACIFIC POWER PRODUCTS
01	EFT	00003841	03/12/2020	18.41	PACIFIC WELDING SUPPLY INC
01	EFT	00003842	03/12/2020	126.00	PACIFICA LAW GROUP
01	EFT	00003843	03/12/2020	5,477.45	PARAMETRIX ENGINEERING
01	EFT	00003844	03/12/2020	985.09	PLATT ELECTRIC SUPPLY
01	EFT	00003845	03/12/2020	3,518.77	QBSI-XEROX
01	EFT	00003846	03/12/2020	1,775.00	QGAC INC (QUICKGIFTS)
01	EFT	00003847	03/12/2020	1,890.20	QUALITY PRESS
01	EFT	00003848	03/12/2020	153.83	RAUL ALCARAZ
01	EFT	00003849	03/12/2020	132.95	REBECCA JAPHET

01	EFT	00003850	03/12/2020	20.49	SARCO SUPPLY
01	EFT	00003851	03/12/2020	432.18	SEATTLE AUTOMOTIVE DIST.
01	EFT	00003852	03/12/2020	14,280.23	SMS CLEANING INC
<b>01</b>	<b>EFT</b>	<b>00003853</b>	<b>03/12/2020</b>	<b>95,475.27</b>	<b>SOUND TRANSIT</b>
01	EFT	00003854	03/12/2020	2,972.86	SOUND TRANSIT
01	EFT	00003855	03/12/2020	3,672.32	SOUTH TACOMA GLASS
01	EFT	00003856	03/12/2020	924.47	STANDARD PARTS CORP
01	EFT	00003857	03/12/2020	9,017.93	STAPLES
01	EFT	00003858	03/12/2020	432.04	STELLAR INDUSTRIAL
01	EFT	00003859	03/12/2020	340.93	TACOMA DODGE CHRYSLER JEEP
01	EFT	00003860	03/12/2020	407.62	TACOMA SCREW
01	EFT	00003861	03/12/2020	261.24	TACOMA TROPHY
01	EFT	00003862	03/12/2020	17,467.58	TECHNICAL SECURITY INTEGRATION
01	EFT	00003863	03/12/2020	34,327.16	THE AFTERMARKET PARTS CO LLC
01	EFT	00003864	03/12/2020	161.79	NEWS TRIBUNE, THE
01	EFT	00003865	03/12/2020	705.41	THERMO KING NW INC
01	EFT	00003866	03/12/2020	339.59	THOMSON REUTERS-WEST
01	EFT	00003867	03/12/2020	135.20	TIMOTHY BAKER
01	EFT	00003868	03/12/2020	369.95	TINY'S TIRE
01	EFT	00003869	03/12/2020	8,717.45	UNIFIRST CORPORATION
01	EFT	00003870	03/12/2020	1,427.27	VEHICLE MAINTENANCE PROGRAM
01	EFT	00003871	03/12/2020	22,969.75	WA ST TRANSIT INSURANCE POOL
01	EFT	00003872	03/12/2020	872.34	WAXIE SANITARY SUPPLY
01	EFT	00003873	03/12/2020	811.60	WESTERN FLUID COMPONENTS
01	EFT	00003874	03/12/2020	1,866.22	WESTERN PETERBILT
01	EFT	00003875	03/12/2020	42.20	WILLIAMS OIL FILTER
<b>01</b>	<b>EFT</b>	<b>00003876</b>	<b>03/13/2020</b>	<b>81,064.47</b>	<b>US BANK CORPORATE PAYMENT SYST</b>
<b>01</b>	<b>EFT</b>	<b>00003877</b>	<b>03/16/2020</b>	<b>1,227,869.25</b>	<b>AWC</b>
01	EFT	00003878	03/19/2020	14,815.80	STUDIO 3MW PARTNERS LLC
01	EFT	00003879	03/19/2020	506.83	A & E IMAGING
01	EFT	00003880	03/19/2020	5,631.12	AARON'S INDUSTRIAL
<b>01</b>	<b>EFT</b>	<b>00003881</b>	<b>03/19/2020</b>	<b>127,035.12</b>	<b>ABSHER CONSTRUCTION COMPANY</b>
01	EFT	00003882	03/19/2020	27,653.00	ACI CUSTODIAL INC
01	EFT	00003883	03/19/2020	5,036.17	ADVANCED TRAFFIC PRODUCTS INC
01	EFT	00003884	03/19/2020	466.15	AIRGAS-NOR PAC INC
01	EFT	00003885	03/19/2020	4,993.12	ACCOUNTING PRINCIPALS INC
01	EFT	00003886	03/19/2020	566.87	ALLSTREAM
<b>01</b>	<b>EFT</b>	<b>00003887</b>	<b>03/19/2020</b>	<b>94,156.79</b>	<b>ASSOCIATED PETROLEUM</b>
01	EFT	00003888	03/19/2020	2,631.23	BATTERY SYSTEMS
01	EFT	00003889	03/19/2020	124.04	BRENTT L MACKIE
01	EFT	00003890	03/19/2020	2,360.65	CLEVER DEVICES
01	EFT	00003891	03/19/2020	36,531.88	COLUMBIA FORD
01	EFT	00003892	03/19/2020	1,301.01	COMMERCIAL BRAKE & CLUTCH
01	EFT	00003893	03/19/2020	23,153.75	COMMONSTREET CONSULTING LLC
01	EFT	00003894	03/19/2020	2,751.66	CONNECTIQ LABS INC
<b>01</b>	<b>EFT</b>	<b>00003895</b>	<b>03/19/2020</b>	<b>77,880.50</b>	<b>COST MANAGEMENT SERVICES INC</b>
01	EFT	00003896	03/19/2020	31,577.83	CUMMINS INC
01	EFT	00003897	03/19/2020	2,967.30	CUSTOM EDGE, INC.
01	EFT	00003898	03/19/2020	293.78	DENNIS PIERCE
01	EFT	00003899	03/19/2020	11,799.27	ENVIROISSUES
01	EFT	00003900	03/19/2020	1,406.59	FINISHMASTER, INC
01	EFT	00003901	03/19/2020	20,601.04	GENFARE
01	EFT	00003902	03/19/2020	21,114.62	GILLIG LLC
01	EFT	00003903	03/19/2020	10,845.65	GORDON THOMAS HONEYWELL
01	EFT	00003904	03/19/2020	3,254.99	GRAINGER
01	EFT	00003905	03/19/2020	67.46	GUARDIAN SECURITY GROUP INC
01	EFT	00003906	03/19/2020	4,291.00	HIGH LINE SOFTWARE INC
01	EFT	00003907	03/19/2020	1,031.63	INTELLICORP RECORDS INC
01	EFT	00003908	03/19/2020	5,220.25	JANEK CORPORATION
01	EFT	00003909	03/19/2020	373.60	JASON HOVDE
01	EFT	00003910	03/19/2020	88.05	JEFFREY W DYKES
01	EFT	00003911	03/19/2020	583.13	KORUM FORD
01	EFT	00003912	03/19/2020	517.36	LARSEN SIGN COMPANY
01	EFT	00003913	03/19/2020	3,627.45	LEGACY TELECOMMUNICATIONS, INC
01	EFT	00003914	03/19/2020	7,200.00	LONE FIR CREATIVE
01	EFT	00003915	03/19/2020	1,434.16	LYFT INC
01	EFT	00003916	03/19/2020	1,806.36	MALLORY SAFETY & SUPPLY LLC
01	EFT	00003917	03/19/2020	543.20	MCGUIRE BEARING CO
01	EFT	00003918	03/19/2020	14,735.90	MEDSTAR CABULANCE INC
01	EFT	00003919	03/19/2020	486.88	MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00003920	03/19/2020	140.00	MUNICODE



01	EFT	00003921	03/19/2020	521.79	NORTHWEST PUMP & EQUIPMENT CO
01	EFT	00003922	03/19/2020	855.89	OPEN SQUARE
01	EFT	00003923	03/19/2020	230.44	OUTFITTER SATELLITE INC
01	EFT	00003924	03/19/2020	8,558.08	PACIFIC POWER PRODUCTS
01	EFT	00003925	03/19/2020	1,338.50	PACIFICA LAW GROUP
01	EFT	00003926	03/19/2020	1,562.64	PRINT NW
01	EFT	00003927	03/19/2020	300.00	PUBLIC SAFETY SELECTION, PC
01	EFT	00003928	03/19/2020	625.77	QUALITY PRESS
01	EFT	00003929	03/19/2020	478.25	REGINALD REESE
01	EFT	00003930	03/19/2020	822.48	SCHETKY NORTHWEST SALES INC
01	EFT	00003931	03/19/2020	382.39	SCHNEIDER-SIMPSON SHEET METAL
01	EFT	00003932	03/19/2020	512.34	SEATTLE AUTOMOTIVE DIST.
01	EFT	00003933	03/19/2020	13,624.08	SHI INTERNATIONAL CORP
01	EFT	00003934	03/19/2020	505.54	SIR SPEEDY
01	EFT	00003935	03/19/2020	649.00	SITECRAFTING INC.
01	EFT	00003936	03/19/2020	3,336.63	SOUND TRANSIT
01	EFT	00003937	03/19/2020	200.00	MARK W MEROD
01	EFT	00003938	03/19/2020	898.63	SOUTH TACOMA GLASS
01	EFT	00003939	03/19/2020	686.33	STANDARD PARTS CORP
01	EFT	00003940	03/19/2020	2,941.54	STAPLES
01	EFT	00003941	03/19/2020	431.78	STELLAR INDUSTRIAL
01	EFT	00003942	03/19/2020	7,501.75	TACOMA DODGE CHRYSLER JEEP
01	EFT	00003943	03/19/2020	1,746.07	TACOMA SCREW
01	EFT	00003944	03/19/2020	455.69	TERRYBERRY MANUFACTURING JEWEL
01	EFT	00003945	03/19/2020	42,860.09	THE AFTERMARKET PARTS CO LLC
01	EFT	00003946	03/19/2020	59.17	UNIFIRST CORPORATION
01	EFT	00003947	03/19/2020	1,199.16	WAXIE SANITARY SUPPLY
01	EFT	00003948	03/19/2020	717.24	WESTERN FLUID COMPONENTS
01	EFT	00003949	03/19/2020	1,420.94	WESTERN PETERBILT
01	EFT	00003950	03/19/2020	221.05	WILLIAMS OIL FILTER
01	EFT	00003951	03/19/2020	892.92	XEROX FINANCIAL SERVICES
01	EFT	00003952	03/24/2020	11,747.15	WA ST DEPT OF REVENUE
01	EFT	00003953	03/23/2020	8,142.96	GALLS LLC
<b>01</b>	<b>EFT</b>	<b>00003954</b>	<b>03/26/2020</b>	<b>92,251.91</b>	<b>GREAT WEST RETIREMENT</b>
<b>01</b>	<b>EFT</b>	<b>00003955</b>	<b>03/26/2020</b>	<b>247,335.64</b>	<b>ICMA RETIREMENT</b>
01	EFT	00003956	03/26/2020	16,744.59	NAVIA BENEFIT SOLUTIONS
01	EFT	00003957	03/26/2020	6,986.14	TACOMA EMPLOYEES RETIREMENT SY
01	EFT	00003958	03/26/2020	7,550.73	WA ST CHILD SUPPORT REGISTRY
01	EFT	00003959	03/26/2020	1,746.32	A & E IMAGING
01	EFT	00003960	03/26/2020	1,226.80	ACCOUNTING PRINCIPALS INC
01	EFT	00003961	03/26/2020	5,404.08	AMAZON.COM CORPORATE CREDIT
01	EFT	00003962	03/26/2020	91.04	ANGI ENERGY SYSTEMS
01	EFT	00003963	03/26/2020	907.65	ASSOCIATED PETROLEUM
01	EFT	00003964	03/26/2020	2,234.27	AXLETECHTRUCK TRAILER TRANSIT
01	EFT	00003965	03/26/2020	1,893.71	BATTERY SYSTEMS
01	EFT	00003966	03/26/2020	25,000.00	BUXTON COMPANY
01	EFT	00003967	03/26/2020	1,950.00	COACHING SYSTEMS, LLC
01	EFT	00003968	03/26/2020	39,678.53	CUMMINS INC
01	EFT	00003969	03/26/2020	147.83	DENNIS BEHM (EMPLOYEE)
01	EFT	00003970	03/26/2020	3,722.00	ELTEC SYSTEMS LLC
01	EFT	00003971	03/26/2020	30.64	FEDERAL EXPRESS CORP
01	EFT	00003972	03/26/2020	1,937.14	FINISHMASTER, INC
01	EFT	00003973	03/26/2020	16.53	GALLS LLC
01	EFT	00003974	03/26/2020	28,257.67	GILLIG LLC
01	EFT	00003975	03/26/2020	2,396.91	GRAINGER
01	EFT	00003976	03/26/2020	2,062.71	GROENEVELD LUBRICATION SOLUTIO
01	EFT	00003977	03/26/2020	22,020.00	INTERSECTION MEDIA LLC
01	EFT	00003978	03/26/2020	487.95	LARSEN SIGN COMPANY
01	EFT	00003979	03/26/2020	1,428.70	LUMINATOR MASS TRANSIT LLC
01	EFT	00003980	03/26/2020	3,270.82	MALLORY SAFETY & SUPPLY LLC
01	EFT	00003981	03/26/2020	270.86	MCGUIRE BEARING CO
01	EFT	00003982	03/26/2020	14,359.38	MEDSTAR CABULANCE INC
01	EFT	00003983	03/26/2020	738.80	MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00003984	03/26/2020	240.00	MUNICODE
01	EFT	00003985	03/26/2020	1,569.91	ELEMENT 14
01	EFT	00003986	03/26/2020	215.27	NORTHWEST PUMP & EQUIPMENT CO
01	EFT	00003987	03/26/2020	165.30	NORTHWEST WIRE ROPE & SLING CO
01	EFT	00003988	03/26/2020	846.92	PACIFIC AIR CONTROL INC
01	EFT	00003989	03/26/2020	260.67	PACIFIC POWER PRODUCTS
01	EFT	00003990	03/26/2020	2,013.37	PEOPLEFLUENT INC
01	EFT	00003991	03/26/2020	211.15	QUALITY PRESS

01	EFT	00003992	03/26/2020	145.17	RED WING SHOE STORE
01	EFT	00003993	03/26/2020	147.83	ROGER JENSEN
01	EFT	00003994	03/26/2020	18,216.06	SAYBR CONTRACTORS INC
01	EFT	00003995	03/26/2020	822.69	SEATTLE AUTOMOTIVE DIST.
01	EFT	00003996	03/26/2020	1,210.85	SHI INTERNATIONAL CORP
01	EFT	00003997	03/26/2020	191.07	SOUTH TACOMA GLASS
01	EFT	00003998	03/26/2020	603.73	STANDARD PARTS CORP
01	EFT	00003999	03/26/2020	6,683.18	STAPLES
01	EFT	00004000	03/26/2020	86.50	STERICYCLE
01	EFT	00004001	03/26/2020	7,130.92	SUMMIT LAW GROUP PLLC
01	EFT	00004002	03/26/2020	4,690.77	TACOMA COMMUNITY COLLEGE
01	EFT	00004003	03/26/2020	871.99	TACOMA DODGE CHRYSLER JEEP
01	EFT	00004004	03/26/2020	503.78	TACOMA SCREW
01	EFT	00004005	03/26/2020	130.62	TACOMA TROPHY
01	EFT	00004006	03/26/2020	487.05	TENNANT
01	EFT	00004007	03/26/2020	32,494.85	THE AFTERMARKET PARTS CO LLC
01	EFT	00004008	03/26/2020	438.28	THERMO KING NW INC
01	EFT	00004009	03/26/2020	1,833.17	UNIFIRST CORPORATION
01	EFT	00004010	03/26/2020	1,030.86	VEHICLE MAINTENANCE PROGRAM
01	EFT	00004011	03/26/2020	493.45	VICKY SIMPSON
01	EFT	00004012	03/26/2020	12,845.42	WA ST TRANSIT INSURANCE POOL
01	EFT	00004013	03/26/2020	1,321.90	WAXIE SANITARY SUPPLY
01	EFT	00004014	03/26/2020	843.50	WESTERN FLUID COMPONENTS
01	EFT	00004015	03/26/2020	5,750.12	WESTERN PETERBILT
01	EFT	00004016	03/26/2020	190.39	WILLIAM COON
01	EFT	00004017	03/26/2020	16.04	WILLIAMS OIL FILTER
01	EFT	00004018	03/30/2020	11,958.33	GALLS LLC
<b>Total Payments</b>				<b><u>\$4,892,171.23</u></b>	

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

**February 10, 2020**

**CALL TO ORDER**

Chair Woodards called the Board meeting to order at 4:09 p.m.

**PLEDGE OF ALLEGIANCE**

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

**ROLL CALL**

Commissioners present:

Victoria Woodards, Chair of the Board, Mayor of the City of Tacoma  
Marty Campbell, Vice Chair of the Board, Pierce County Councilmember  
Nancy Henderson, Town of Steilacoom Councilmember  
*(representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom)*  
Daryl Eidinger, City of Edgewood Mayor *(representing Fife/Milton//Edgewood)*  
Conor McCarthy, City of Tacoma Councilmember  
Bruce Dammeier, Pierce County Executive

Commissioners excused:

Kent Keel, City of University Councilmember  
Don Anderson, City of Lakewood Mayor  
Robin Farris, Puyallup City Councilmember

Staff present:

Sue Dreier, Chief Executive Officer  
Deanne Jacobson, Clerk of the Board  
Aaron Millstein, General Counsel from K&L Gates

**Introduction**

Chair Woodards welcomed Councilmember Conor McCarthy from the City of Tacoma to the Pierce Transit Board.

**PRESENTATIONS**

**1. 2019 4<sup>th</sup> Quarter Agency-wide Employee Recognition Awards.**

This item was pulled from the agenda and was rescheduled to the March 9, 2020, Board Meeting.

## **SPECIAL BUSINESS**

### **1. Appointments to the Service Delivery and Capital Committee and Executive Finance Committee**

Due to the recent vacancy on the Service Delivery and Capital Committee that occurred by Commissioner Ryan Mello completing his term on the Pierce Transit Board and Commissioner McCarthy joining the Pierce Transit Board, Chair Woodards appointed Commissioner Farris to the Service Delivery and Capital Committee and appointed Commissioner McCarthy to serve as an alternate on the Executive Finance Committee. All other appointments remained the same.

## **PUBLIC COMMENT**

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

- Janet Flores, paratransit rider, raised concerns about the safety issues that she has assessed from riding the paratransit buses. She distributed a folder of materials displaying her findings. She encouraged the commissioners and staff to look at the materials and to ride the paratransit buses to understand the safety (*Commissioner Dammeier arrived at 4:15 p.m.*) concerns she has identified.
- Cinderella Helga, Lakewood, reported she got on the wrong bus a couple of times recently. She commented on the Agency's social media practices.
- Julian Wheeler, Lakewood resident and Chair of the Pierce County Accessible Communities Advisory Committee, invited members to attend their next meeting on Tuesday, March 10, 2020. He encouraged Pierce Transit and other members of the community to attend the meetings. He thanked staff for sending two staff members to a recent meeting.

Public comment was closed.

## **CONSENT AGENDA**

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

Commissioners Campbell and Eiding **moved** and seconded to approve the consent agenda as presented.

Motion **carried**, 6-0.

1. Approval of Vouchers, January 1, 2020 to January 31, 2020  
Operating Fund #10  
Self-Insurance Fund #40  
Capital Fund #90

Payment Nos. 372605 through 372958  
Wire Nos. 3191 through 3471  
No Advance Travel Checks  
Total \$12,173,883.40

2. Minutes: January 13, 2020, Special Study Session Meeting and Regular Board Meeting.
3. Fourth Quarter 2019 Sole Source/Contracts and Amendments Report.
4. FS 2020-009, Approved Resolution No. 2020-006, amending Chapter 3.13 of the Pierce Transit Code adding a new Paragraph H to Section 3.13.120 – Miscellaneous provisions, as presented in Exhibit A, delegating authority to the Chief Executive Officer to combine capital projects for projects similar in nature.

### **ACTION AGENDA**

1. **FS 2020-010, Authority to Implement a Permit Parking Program at Pierce Transit Owned Facilities that Meet Capacity Parameters of the Program Guidelines; Adding a New Section I to Pierce Transit Code Section 3.13.120 – Miscellaneous Provisions, Delegating Authority to the CEO to Manage the Parking Permit Program with Certain Parameters**

Senior Planner Sandy Johnson provided a PowerPoint presentation. She noted that the Permit Parking Pilot program was rolled out to the public in July 2019. She detailed the program goals and outcomes of the project.

A discussion ensued about whether the people using the Tacoma Dome Station parking garage are actually transit riders or patrons and employees of the surrounding businesses.

Staff confirmed that surveys reveal that approximately 80 percent of the parking customers are using transit.

Commissioners Campbell and McCarthy **moved** and seconded to approve Resolution No. 2020-007, 1) Authorizing the implementation of a Permit Parking Program at Pierce Transit Owned Transit facilities that meet facility capacity parameters, pursuant to the Program Guidelines presented in Exhibit A; 2) Setting the initial Permit Parking fee at Tacoma Dome Station at \$80 for Single Occupancy Vehicles and \$27 for ORCA LIFT qualifying customers; and no charge for High Occupancy Vehicles, and 3) Adding a new Section I to Pierce Transit Code Section 3.13.120 - Miscellaneous provisions, delegating authority to the Pierce Transit CEO to manage the Permit Parking Program pursuant to the parameters set forth in Exhibit A, attached hereto.

Motion **carried**, 6-0.

**2. FS 2020-011, Amending Chapter 3.13 of the Pierce Transit Code Setting the Same Authority Levels for Board-Delegated Committees**

Executive Director of Finance Brett Freshwaters presented on the item. He noted that when the Service Delivery and Capital Committee (SDCC) was formed, it was staff's intent to make this committee's authority level consistent with the Pierce Transit Code and with the Executive Finance Committee.

He noted that the next steps will be to incorporate the amendments approved today in the operating procedures of the delegated committees so that the authority levels are the same for each of the board-delegated committees and consistent with the Pierce Transit code.

Commissioners Campbell and McCarthy moved and seconded to amend Chapter 3.13 of the Pierce Transit Code as presented in Exhibit A, setting the authority levels the same for board-delegated committees.

Motion carried, 6-0.

**3. FS 2020-012, Authority to Execute an Interlocal Agreement with the City of Tacoma for Public Art Commissioning and Management at the Commerce Turnaround Facility**

Senior Planner Janine Robinson presented on the item. She noted the Commerce facility opened in 1993 and is Pierce Transit's downtown hub. She also stated the facility is old and mid-life refurbishments are underway. She noted a cost-efficient solution to improve the waterwall/fountain area would be to partner with the City of Tacoma for public art and confirmed that the entire waterwall would be the canvas for the public art.

Commissioner Campbell expressed some concern about shutting the fountain down and losing the tranquility of the sound of the water.

Upon inquiry about what is the long-term plan of usage for the space, Ms. Robinson indicated the larger vision for this area most likely would be to create retail space and increase vibrancy; however, Pierce Transit will most likely partner with the City of Tacoma and/or the Theater District when the timing is right.

Commissioner Henderson noted that she has some concerns about spending monies just for stand-alone artwork versus functional design. She referenced a publication by BART that speaks to functional artwork. She noted that citizens may rather see monies used for more service.

CEO Dreier provided additional history on the costs of maintaining the fountain, noting that it constantly needs repairs and other supportive infrastructure costs.

Commissioner Dammeier encouraged that cost of maintaining the space be at the forefront of design.

Commissioners Campbell and McCarthy **moved** and seconded to approve Resolution 2020-009, authorizing the Chief Executive Officer to enter into and execute an Interlocal Agreement with the City of Tacoma for public art commissioning and management at the Commerce Turnaround Facility in an amount not to exceed \$285,000.

Motion **carried**, 5-1, with Commissioner Henderson voting no.

## **STAFF UPDATES/DISCUSSION**

**CEO's Report** - CEO Dreier reported on (*Commissioner Dammeier left the meeting at 5:10 p.m.*) the following topics:

- A recent visit by Governor Jay Inslee to learn more about the electrification of buses;
- Bus Rapid Transit (BRT) communications in the community and with stakeholders;
- National Get on Board Day is April 16, and free rides will be offered to citizens. The Board was invited to give transit a try. Staff can accompany members or help with trip planning;
- Upcoming meeting dates; and
- The Agency's Long Range Plan has gone live and is on the Agency's website.

## **INFORMATIONAL BOARD ITEMS**

### **Chair Report**

Chair Woodards announced that she and Commissioner McCarthy will not be attending the March 9, 2020, Board Meeting due to a conference they are attending in Washington D.C.

**Sound Transit Update** – No update.

**PSRC Transportation Policy Board Update** – No update.

### **Commissioner Comments**

Commissioner Campbell announced that he will be attending upcoming BRT stakeholder meetings.

**EXECUTIVE SESSION** ~ None.

## **ADJOURNMENT**

Commissioners Campbell and McCarthy **moved** and seconded to adjourn the meeting at 5:16 p.m.

Motion **carried**, 5-0.

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Deanne Jacobson

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Victoria Woodards, Chair

Clerk of the Board

Board of Commissioners



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

**March 5, 2020**

**CALL TO ORDER**

Chair Woodards called the Board retreat meeting to order at 2:17p.m.

**ROLL CALL**

Commissioners present:

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

Commissioners excused:

Bruce Dammeier, Pierce County Executive  
Conor McCarthy, City of Tacoma Councilmember

Staff present:

Sue Dreier, Chief Executive Officer  
Amy Cleveland, Executive Director of Administration  
Ryan Wheaton, Executive Director of Planning & Community Development  
Deanne Jacobson, Clerk of the Board  
Aaron Millstein, General Counsel from K&L Gates

**Opening Remarks**

Chair Woodards welcomed the members and thanked them for attending the retreat.

CEO Dreier reported that the Agency's real time App Swifty will be operating next week and will provide real time capabilities for bus arrival times to customers. She reviewed the discussion points for today's agenda.

**Review of Classification and Compensation Study and Proposed Reclassification and Compensation Plan**

Executive Director of Administration Amy Cleveland explained the basis for the development of a new non-representative compensation structure/program, noting the last study and compensation structure/plan was adopted in 2013 and contained too large of pay bands with some positions below and over market rates and that it was difficult to achieve uniformity of administering the merit system amongst managers. She noted that the proposed structure costs less than the existing

compensation structure. She reviewed the retention rates of employees from years 2018 to current and talked about the overall makeup (*Commissioner Keel arrived at 2:27 p.m.*) of the workforce. She reviewed the study methodology that was utilized to develop the new structure and reviewed the compensation philosophy and advised that the Board will be asked to adopt the proposed compensation structure at a later date.

Ms. Cleveland reviewed the market assessment conducted by the consultant and the results of customer surveys from peer agencies, noting that the consultant found the proposed structure to be competitive or slightly above.

Some commissioners expressed concern over about the pay bands for certain classifications, noting that the salaries appear to be much higher than what the private sector would pay for the same classification.

Some commissioners raised concerns that the proposal before them today is the exact opposite of the compensation philosophy that was presented to them in 2013.

CEO Dreier affirmed that Pierce Transit has been operating under a merit-based system and that employees develop goals each year to meet. The proposed system will still include performance evaluations and employees will still set goals even though the new system reverts back to a step system.

A lengthy discussion ensued about the overall compensation structure. Staff reviewed the following items with the Board:

- The consultant's recommendations;
- The proposed pay bands for each classification;
- Budget and financial impacts

Staff noted that next steps would be Board consideration in April 2020 to approve the new structure, followed by internal communications to employees, with implementation in 2021.

Commissioner Keel noted that he is disappointed to see the compensation philosophy structure return back to the old way.

At the end of the discussion, (*Commissioner Farris arrived at 3:33 p.m.*) Chair Woodards stated that she understands the frustration/difficulties with changing the compensation structure and noted in the future she hopes that Pierce Transit's compensation studies mainly focus on whether the pay bands are current/comparable to the market rate and not conduct an overhaul of the compensation structure and philosophy.

**Review and Discussion about Future Service Needs and Consideration to Proceed with a Ballot Measure to Collect Additional Sales Tax for Additional Services**  
**3:35 p.m.**

Executive Director of Planning and Community Development Ryan Wheaton discussed current funding levels, noting that projections show no increase in service based on the current revenue streams.

Mr. Wheaton reviewed community input received on the Agency's Long-Range Plan (Destination 2040) for increased service. Customers asked for more frequency and extended hours later in the night.

CEO Dreier shared outreach efforts by staff to gather input about the service needs of community members. She reviewed funding scenarios that include options for varying increased levels of sales tax collection percentages. She reviewed the system map and noted the current system does not provide good cross connection within the service area and does not provide the frequency that is needed to make the bus a viable option for most people.

Executive Director of Finance Brett Freshwaters reviewed potential revenue collection projections from 2020 through 2025 at the current .06 percent sales tax collection rate and reviewed potential sales tax collection rate scenarios of .07, .08 and .09 percent sales tax.

Mr. Wheaton also noted that if a ballot measure were approved, improvements will take approximately 18-24 months to implement. Pierce Transit would need to order buses, recruit and train employees, with the majority of new employees consisting of operators.

Upon inquiry, Mr. Freshwaters confirmed that the Agency could secure a bond to purchase bus capital up front.

Planning Manager Tina Lee reviewed scenarios for increased/expanded services that would be rolled out in a phased approach in seven phases. The level of service was explained for each phase of service with Phase 1 including a proposal to provide free service for youth, seniors, and veterans.

CEO Dreier thanked staff for the hard work they put into the phased service model. She noted that Pierce Transit has constraints with its current base capacity. If service were increased/expanded, Pierce Transit will need a satellite bus base to house the infrastructure/buses. There are also challenges with Sound Transit eliminating bus service as light rail extends into Pierce County.

CEO Dreier also reviewed local issues that may negatively impact the likelihood of being successful in achieving a sales tax increase at the ballot this year. She reviewed ballot measures from other transit agencies that were recently approved at the ballot.

She noted that Pierce Transit is sustainable over the next six years, but without additional revenue the current service levels will remain flat.

Discussion ensued about garnering more funding assistance from Puget Sound Regional Council and Sound Transit. (*Commissioner Woodards left the meeting at 4:52 p.m.*)

### **Review of Board Composition Review Committee Meeting Scheduled for March 25, 2020**

CEO Dreier provided a short overview of the Board Composition Review Meeting that is scheduled for March 25, 2020. She re-affirmed that the body that comes together at this meeting will determine the composition of the Pierce Transit Board.

General Counsel Millstein answered questions about the process and legalities of the governing statutes relating to the Board Composition statute.

## **RECAP OF MEETING**

CEO Dreier recapped the key discussion points and next steps, citing the next steps will include the following:

- The proposed classification and compensation structure will come before the Board in April or May for consideration; and
- A proposal for a ballot measure to increase sales tax will be considered at the March 19, 2020 Special Board Meeting.
- The Board Composition Review Meeting will be held March 25, 2020 at 6:00 p.m.

## **ADJOURNMENT**

Vice Chair Campbell adjourned the meeting at 5:44 p.m.

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Deanne Jacobson  
Clerk of the Board

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Victoria Woodards, Chair  
Board of Commissioners

Good afternoon Commissioners of the Board. My name is Cody Bakken. I have been a member of the Community Transportation Advisory Group (CTAG) since 2016. I would like to present to you the quarterly update on our activities.

In October, CTAG had a Budget presentation by Brett Freshwaters and Kelli Dion. Members had a plethora of questions. Dana Henderson communicated with CTAG about roles and connections between the Board, Pierce Transit, CTAG, and the public. Then CTAG members provided Penny Grellier with feedback on the planned CTAG awards the group is looking to establish. CTAG member Blake Geyen reported that the two-line header signs on the coaches are more difficult to read; Antoinette Craig reported a drop in bus reliability since the shakeup happened.

In November, CTAG held a special meeting before Thanksgiving, as the dates would conflict and many CTAG members would have been unavailable. CTAG Chair Sandy Paul reported on the Downtown on the Go Transportation Innovator Awards luncheon and Pierce Transit's Penny Grellier was a recipient for her work on the Limited Access Connection pilot program with Lyft. In attendance for the meeting was Ryan Wheaton to discuss the process and timeline for the potential November 2020 ballot initiative. CTAG members had many questions about this topic and expressed interest in assisting this process as they would be able. Curiously related to elections, CTAG discussed member Blake Geyen's viral video on the Election center Accessibility. This video was made in conjunction with Rooted in Rights and Disability Rights Washington, in an effort to assist and promote the storytelling necessary to give voice to the needs and changes the disabled community may choose to promote and influence. CTAG members were also pleased to see the final design for the CTAG Hero Award pin. Members Cody Bakken and Jeff Freedman put much effort together and worked with Penny and the Marketing department to make this happen. CTAG members will continue working on the guidelines for how to qualify a nomination and the selection criteria for a successful recipient.

In December, CTAG held a special meeting before Christmas, as the dates would conflict and many CTAG members would have been unavailable. Mike Griffus provided a report on safety activities for the 2019 year. He also talked about the DriveCam that has been installed in the coaches and how they have helped reduce accidents by 30%. CTAG had invited Mark Davilla and Tina Vaslet to discuss temporary bus stops and detours, and how the development and management efficacy of these could be improved for the benefit of the riders, with an eye on the forthcoming BRT installation on Pacific Avenue. CTAG members reported needing a more professional consistent approach to detour signage and alerts so that the public can easily understand them. Improving detour awareness means better customer service and more ridership. Kathy Walton approached CTAG for some input for new ideas for the Pierce Transit tagline. Members gave their input readily. CTAG members then deliberated about the desire to form more interagency partnerships with other public services, like libraries. Kathy took notes

and agreed to come back with more information soon. Members also discussed the new white and blue bus stop signs, which have fully replaced the older yellow signs. Some members felt the new signs were significantly more difficult to see in different lighting conditions. CTAG compared this change (lacking input from CTAG) to the input sought after for the new tagline, the new logo, and a number of other projects that staff has brought to CTAG over the years. CTAG hopes to continue developing its advisory “teeth”, as these decisions have long-lasting and significant effects in the communities Pierce Transit serves.

Ladies and gentlemen, I thank you for your time and welcome any questions you have for me at this point.

Good afternoon Commissioners of the Board. My name is Cody Bakken. I have been a member of the Community Transportation Advisory Group (CTAG) since 2016. I would like to present to you the quarterly update on our activities.

In January, CTAG met with Kathy Walton (Marketing Assistant Manager) to see a rough draft map of the Pierce Transit service area and highlighting public libraries within, which are planned to be shared with the partner library branches to assist in alternative mobility options. There is a promotion planned to support ebooks used via the Wi-Fi on the Pierce Transit buses and Little Libraries installed at transit centers. CTAG was enthusiastic about this general concept, prompting further discussion about additional methods of cross-involvement and cooperation between public transit and library agencies. Kathy also thanked the members for their valuable input for the tagline update, revealing the new phrase: Connecting you with life. CTAG welcomed Mike Griffus (Executive Director of Service Delivery & Support) for a public safety update for 2019, detailing public safety officer placement and involvement. The new pins for the CTAG Hero Award were passed around, much to the delight of the members. CTAG will now be on the look-out for potential candidates for the new award. CTAG Vice-chair Aaron Dumas announced his relocation to Olympia, disqualifying him from continued CTAG involvement, and submitted his notice to resign his seat. A new Vice-chair selection was planned for the February meeting, once Chair Sandy Paul has returned.

In February, CTAG discussed CTAG committee member Cody Bakken's involvement in the Commerce street Waterwall artist selection and Bus Rapid Transit (BRT) Community committees, respectively. Chair Sandy Paul brought up negative public statements regarding the BRT project. Lani Fowlkes (Community Development Administrator) was announced by Penny Grellier's (Community Development Administrator) CTAG Liaison back-up. CTAG's first order of business was to elect a new Vice-chair and Service Delivery & Capital Committee representative. Member Don Green expressed interest and availability and was confirmed by a passing motion. Sean Robertson (Sr. Construction Project Manager) provided an update on the BRT project, noting a new finding regarding the 26th street bridge weight limits and available rerouting options. He also presented three different station design concepts. CTAG reviewed the proposed Hero Award criteria proposed by member Cody Bakken and made a few changes. The selection criteria will be available to CTAG as a SurveyMonkey survey (much like the CTAG Secret Rider survey is). Member Blake Geyen announced that the City of Tacoma made efforts to update the accessibility of the Pierce County Elections Center, due in no small part to the Rooted In Rights viral video he was involved with (he was the star of the video!!) regarding accessibility. Congratulations to him for his substantial contribution to the public welfare! Member Hongda Sao was also featured in a Senior Scene news article, which was shared with CTAG. Member Antoinette Craig inquired about the definition of "service animal," asking about the standards Pierce Transit has set in place. The ensuing conversation led her to ask that a clear sign stating

“Service Animals Only” be placed on the farebox for the sake of clarification to riders who may not know. CTAG discussed the passenger safety and coach cleaning standards with regard to the COVID-19 epidemic and local outbreak.

In March, CTAG did not meet due to the COVID-19 pandemic safety concerns and Governor Inslee’s “Shelter-in-Place” executive order. CTAG members hope to have virtual meeting options organized and prepared for the April meeting.

Ladies and gentlemen, I thank you for your time and welcome any questions you have for me at this point.



TITLE: Authority to Execute a Subrecipient Agreement with Pierce County for Pierce Transit to Manage and Expend Federal Congestion Mitigation and Air Quality (CMAQ) Grant Funds for a Trip Reduction Support Services Program

DIVISION: Planning & Community Development

SUBMITTED BY: Kim McGilvery, Community Development Manager

RELATED ACTION: N/A

ATTACHMENTS:

RELATION TO STRATEGIC PLAN: Customer

Exhibit A, Subrecipient Agreement SC-107335

**BUDGET INFORMATION**

Is it Budgeted?  Yes /  No

Project Name or Number: Subrecipient Agreement SC - 107335

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$	Pierce Transit will invoice the County monthly for the cost of this program and will receive reimbursement of program costs for a total reimbursement amount of \$58,500.
Grant/Other Amounts	\$ \$58,500	
Total Expenditure	\$ \$58,500	

**BACKGROUND:**

With the inception of the Commute Trip Reduction (CTR) law in 1991, Pierce Transit partnered with Pierce County to assist employers in developing, implementing, and promoting transportation programs to reduce drive alone trips and vehicle miles traveled. Since 1999 Pierce County has provided Congestion Mitigation and Air Quality (CMAQ) federal funds to Pierce Transit to develop and administer programs and services to increase the use of transportation options.

With this funding, Pierce Transit will collaborate with Pierce County in planning, developing, and implementing a Trip Reduction Support Services Program. The work plan tasks include: 1) Providing education programs and services tailored to meet the needs of employers and/or residents, with the goal of reducing drive alone trips; 2) Providing personalized assistance, marketing materials, advertising and promotions aimed at encouraging the use of transportation options; 3) Providing an Emergency Ride Home program; 4) Providing community outreach items, low-cost safety items for alternative commuting, educational items, transit passes and vanpool subsidies.

By authorizing the Chief Executive Officer to enter into and execute a Subrecipient Agreement with Pierce County, Pierce Transit will continue to provide trip reduction support services to employers and/or residents in Pierce County.

STAFF RECOMMENDATION:

Approve Subrecipient Agreement SC-107335, authorizing the Chief Executive Officer to enter into and execute a Subrecipient Agreement, in substantially the same form as attached hereto as Exhibit A, with Pierce County for Pierce Transit to manage and expend federal CMAQ funds in the amount of \$58,500 to provide a Trip Reduction Support Services Program to employers and/or residents in Pierce County for the term of March 1, 2020 - March 31, 2022.

ALTERNATIVES:

Do not authorize the agreement. Declining the authorization will limit Pierce Transit's partnership with Pierce County to carry out Congestion Mitigation and Air Quality Initiatives.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to enter into and execute Subrecipient Agreement SC-107335 with Pierce County, in substantially the same form as Exhibit A attached hereto, for Pierce Transit to manage and expend federal CMAQ funds in the amount of \$58,500 to provide a Trip Reduction Support Services Program to employers and/or residents in Pierce County for the term of March 1, 200 to March 31, 2022.

# **SUBRECIPIENT AGREEMENT SC-107335**

## **PIERCE COUNTY PLANNING AND PUBLIC WORKS**

This contractual subrecipient agreement, referred to as this "Agreement", is comprised of these General Terms and Conditions, any attached Exhibits, and subsequent Amendments. The Agreement is a contract between **PIERCE COUNTY**, subsequently referred to as the "County", and **Pierce Transit, the Pierce County Public Transportation Benefit Area Corporation**, subsequently referred to as the "Subrecipient". The Subrecipient agrees to the terms and conditions set forth in this Agreement, including the Exhibits listed below. Exhibit D is only applicable to Agreements funded with Federal funding, as indicated below.

**Exhibit A** Scope of Work

**Exhibit B** Compensation and Financial Requirements

**Exhibit C** Applicable Definitions

**Exhibit D** Federal Funding Regulations – 2 CFR Part 200

### **1. GENERAL INFORMATION**

Subrecipient Name: Pierce Transit, the Pierce County Public Transportation Benefit Area Corporation

Subrecipient Contact Information: Kim McGilvery, Community Development Manager, [kmcgilvery@piercetransit.org](mailto:kmcgilvery@piercetransit.org), 253.581.8038

Subrecipient Unique Identifier: 017850363

Federally Funded: Yes

Award Identification Number: CM-2027(071)

Pass-through Entity Subaward Number: LA-9066

Federal/State Award Date: 06/09/2017

Subaward Period of Performance: June 9, 2017 through December 1, 2027

Funds Available to Subrecipient: \$58,500.00

Award Project Description: Transportation Options: Building Connections

Name of Primary Awarding Agency: United States Department of Transportation, AWD-100305

Name of First Pass Through Entity: Washington State Department of Transportation

Name of Second Pass Through Entity: Pierce County

Contact Information for Pierce County: Tina Basil, Contract and Monitoring Manager, Planning and Public Works Contract Services, [pcpwcontractservices@piercecountywa.gov](mailto:pcpwcontractservices@piercecountywa.gov), 253-798-2426

CFDA Number: 20.205

CFDA Program Title: Highway Planning and Construction

Research and Development?: No

Indirect Cost Rate: 0%

**2. PERIOD OF PERFORMANCE**

The period of performance for this Agreement begins March 1, 2020 and ends March 31, 2022. The County reserves the right to extend this Agreement for additional periods. The decision to extend this Agreement is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the Subrecipient during the period specified in this Agreement. Notification of intent to contract for additional periods with the Subrecipient will occur prior to the expiration of this Agreement.

**3. CONSIDERATION**

The maximum consideration for this Agreement shall not exceed the amount listed in Exhibit B unless modified as per Section 5. Amendments.

**4. FUTURE NON-ALLOCATION OF FUNDS**

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

**5. AMENDMENTS**

This agreement may be changed or modified only by written amendment and further signed by the parties hereto, subject to the policies and approvals of the County and the awarding agency.

**6. INSURANCE**

- A. The Subrecipient must provide a commercial general liability insurance policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Subrecipient is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- B. In the event that services delivered pursuant to this agreement involve the use of vehicles, either owned or unowned by the Subrecipient, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.
- C. The insurance required shall be issued by an insurance company/ies authorized to do business within Washington State.

- D. Upon request, the Subrecipient shall submit to the County a certificate of insurance which outlines the coverage and limits defined above. If a certificate of insurance is requested, the Subrecipient shall submit renewal certificates as appropriate during the term of the contract.

**7. DEFEND, HOLD HARMLESS AND INDEMNIFY**

- A. The Subrecipient, and its officers, agents, employees, subcontractors, and/or consultants, agree to defend, indemnify and save harmless Pierce County and its appointed and elective officers and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, and its elected or appointed officials or employees, for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Subrecipient, its officers, agents, employees, subcontractors, and/or consultants, successor or assigns, or the County, or its appointed or elected officers, employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, or its appointed or elected officials or employees.
- B. The preceding paragraph is valid and enforceable only to the extent of the Subrecipient's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Subrecipient or the Subrecipient's agents or employees.
- C. With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Subrecipient expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Subrecipient. This waiver is mutually negotiated by the parties to this Agreement.
- D. In addition to any other remedy authorized by law, the County may retain so much of the money otherwise due the Subrecipient as deemed necessary by the County to ensure indemnification until disposition has been made of such suits or claims subject to the provisions of this section.
- E. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

F. Capital Projects

1. The Subrecipient shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, run-off, or other related items arising during construction of the project.
2. The Subrecipient shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters which may occur as a result of construction operations.
3. The Subrecipient shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and damage to property.

8. **NON-DISCRIMINATION IN EMPLOYMENT SERVICES**

A. During the performance of this Agreement, the Subrecipient shall comply with federal, state, and local laws including, but not limited to:

1. Section 703, Titles VI and VII of the Civil Rights Act of 1964 [42 U.S.C. 2000d and e], the Civil Rights Act of 1991 [42 U.S.C. 1981],
2. The Americans with Disabilities Act of 1990 (ADA) [42 U.S.C. 12101 *et seq.*],
3. Sections 503 and 504 of the Rehabilitation Act of 1973 [29 U.S.C. 793 and 794], the Age Discrimination in Employment Act of 1967 [29 U.S.C. 621],
4. The Age Discrimination Act of 1975 [42 U.S.C. 6102],
5. The Vietnam Era Veterans Readjustment Assistance Act of 1974 [38 U.S.C. 2011],
6. Any relevant Executive Order (E.O.) issued by the President of the United States,
7. The Washington State Law Against Discrimination [Chapter 49.60 RCW], and
8. Any related provisions of the Washington Administrative Code (WAC) and Revised Code of Washington (RCW), or any subsequent amendments to these provisions.

B. Requirements of the County's Non-discrimination Plan are incorporated by reference to this Agreement and include but are not limited to paragraphs listed below.

C. The Subrecipient shall not discriminate against any employee or applicant for employment, nor conduct any unlawful employment practices because of race,

color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person. This requirement does not apply, however, to a religious corporation, association, or educational institution with respect to the employment of individuals of a particular religion to perform work connected with the operation of such corporation, association, or educational institution, in pursuit of its activities.

- D. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, genetic information, or the use of a trained guide dog or service animal by a disabled person. For newspaper advertisements, the Subrecipient may state that the Subrecipient is an Equal Opportunity Employer, instead of using the longer qualification.
- E. The Subrecipient will not, on the basis of race, color, religion, creed, national origin, sex, age, disability, sexual orientation, marital status, or veteran status:
1. Deny an eligible individual any services or other benefits provided under this Agreement or any subcontracts awarded pursuant to this Agreement;
  2. Provide any services or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this Agreement or any subcontracts awarded pursuant to this Agreement;
  3. Subject an individual to unlawful segregation or separate treatment, or unlawful discriminatory treatment in any manner related to the receipt of any services and/or the use of the Subrecipient's facilities, or other benefits provided under this Agreement; nor
  4. Deny any individual an opportunity to participate in any service provided by this Agreement or afford an opportunity to do so which is different from that afforded others under this Agreement. In determining: (i) the types of service or the benefits to be provided; (ii) the class of individuals to whom, or the situation in which, such services or other benefits will be provided; or (iii) the class of individuals to be afforded an opportunity to participate in any service or other benefits; the Subrecipient will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, veteran status, or the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a disabled person.
- F. As required by Title III of the ADA regarding places of public accommodation, the Subrecipient will ensure equal opportunity for individuals with disabilities to receive services. The Subrecipient will make reasonable modifications to policies, practices, and procedures that deny equal access to individuals with disabilities.

9. **RELIGIOUS ACTIVITIES**

In accordance with the First Amendment of the United States Constitution and with Article 1, Section 11 of the Washington State Constitution, as a general rule, funds received under this Agreement may not be used for religious activities. The following restrictions and limitations apply to the use of funds provided by Pierce County under this Agreement:

- A. The Subrecipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the services funded under this Agreement;
- B. The Subrecipient may engage in inherently religious activities, but such activities must be separated in time or place from the services provided to beneficiaries under this Agreement and participation in such activities by individuals to receive services under this Agreement must be voluntary.

In performing under this Agreement, the Subrecipient shall not discriminate against an individual beneficiary or a prospective beneficiary of services under this Agreement on the basis of religion or religious belief.

10. **DRUG-FREE WORKPLACE**

The Subrecipient shall maintain a written drug-free workplace policy, notifying employees that the possession or use of a controlled substance is prohibited in the workplace, and specifying the actions which will be taken against employees for any violation of the policy. The policy shall be developed and prominently posted as soon as practically possible, but no later than sixty (60) calendar days after the effective date of this Agreement.

11. **PAYMENT OF TAXES**

As a condition of performance of this Agreement, the Subrecipient shall pay all federal, state, and local taxes incurred by the Subrecipient and shall require their payment by any subcontractor or any other person in the performance of this Agreement. Satisfactory performance of this section is a condition precedent to payment by the County under this Agreement.

12. **RELATIONSHIP, ASSIGNABILITY, AND SEVERABILITY**

The Subrecipient, its employees, agents, consultants, or subcontractors performing work under this Agreement are independent Subrecipients and are not employees or agents of the County in any manner whatsoever. The Subrecipient, its employees, agents, consultants, or subcontractors will not hold itself out as, nor claim to be, an officer or employee of the County for any reason, and will not make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the County including, but not limited to Worker's Compensation coverage, Unemployment Insurance, Social Security, retirement membership or credit, health care, or vacation or sick leave benefits.

The performance of all or part of this Agreement by the Subrecipient shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any



employment of the Subrecipient or any employee of the Subrecipient or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any person without prior written approval by the County. If any provision of this Agreement, or portion thereof, is found to be invalid, the remainder of this Agreement shall not be affected, providing the remainder continues to conform to applicable federal, state, and local laws and regulations.

**13. AUDITS**

The Subrecipient shall submit to the County's fiscal representative an independent audit engagement letter and other reports as follows:

- A. Subrecipients that are required to have a single audit (formerly known as A-133 audit), must submit a copy of the independent auditor engagement letter to the County once this Agreement has been executed.
- B. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance must also be included.
- C. When the Subrecipient is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Subrecipient.
- D. The Subrecipient shall include the above audit requirements in any subcontracts.
- E. Inform the County's fiscal representative in advance of the date and time of the independent auditor's exit interview with the Subrecipient so that a County representative can be present if the County so desires.
- F. Submit the independent Certified Public Accountant (CPA's) auditor's financial statement report, the audit report and the management letter ("collectively referred to as "reports") to the County within thirty (30) calendar days following the issuance of such reports.
- G. Provide comments on any findings and recommendations in the reports, including a plan for corrective action for any findings.
- H. The working papers of the reports must be available to the County.

In the event the Subrecipient's independent auditor does not provide the assurances necessary to satisfy federal and/or state audit requirements, the County retains the right to request a full audit and the Subrecipient will be responsible for any and all costs incurred in order to provide the required audit and assurances.

The reports will be submitted to the County's fiscal representative annually if the Subrecipient receives an annual audit due to requirements other than stated in this Agreement.

## 14. RECORDS AND REPORTS

- A. The Subrecipient shall retain all books, records, documents, reports, and other data relevant to this Agreement, for a minimum of six (6) years after expiration or termination of this Agreement, unless longer and otherwise provided or required by law. If any audit, claim, litigation, or other legal action involving the records is started before applicable retention dates expire, the records shall be maintained until completion and resolution of all issues arising therefrom or until the end of applicable retention dates, whichever is later.

The Subrecipient shall maintain records and files for this project containing the following items:

1. Motions, resolutions, or minutes documenting Board or Council actions.
2. A copy of this Scope and the County's notice to proceed on this project.
3. Correspondence regarding budget revision requests.
4. Copies of all invoices and reports submitted to the County for this project.
5. Copies of approved invoices and warrants.
6. Records documenting that costs reimbursed with funding provided under this Scope are allowable in accordance with applicable state or federal funding requirements. Such records include, but are not limited to:
  - a. Personnel costs, payroll time sheets for actual salary and fringe benefit costs. Time sheets must be approved by a supervisor and must document percent of time charged against this project. Direct salaries and wages of employees chargeable to more than one grant program or other cost objective(s) must be supported by time distribution records.
  - b. Staff travel, documentation of mileage charges for private auto use must include: the destination and starting location, and purpose of trip.
  - c. Copy machine use, postage, telephone use, and office supplies when these costs are shared with other programs and no invoice is available, log sheets or annotated invoices.
7. Documentation of the solicitation process used to select vendors and subcontractors with original purchase orders and subcontracts when such process is required.

8. Documentation required by this Agreement if any funds provided under this Agreement are used to acquire equipment.
- B. An adequate audit trail shall be maintained. All transactions are to be clearly documented. The documentation is to be readily available for examination.
- C. The Subrecipient shall clearly separate allowable costs from unallowable costs.
- D. The Subrecipient shall maintain written policy and procedural manuals for all services, information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staff changes or absences occur.
  1. The Subrecipient must establish and maintain an accounting system which adequately and separately identifies all funding sources and all application of funds associated with providing the required services including, but not limited to, local, state, and federal grants, fees, donations, federal funds, and all other funds, public or private. All costs incurred by the Subrecipient must be accurately identified and recorded even when no revenue is received for services. This accounting system provides the means to gather fiscal data necessary to determine: a) the cost of a unit of service; b) the bid price; and c) if funds were generated in excess of allowable costs.
  2. These records shall contain information pertaining to projects, contracts, grants, or sub-grant awards, and all authorizations, obligations, non-obligated balances, assets, outlays, liabilities, expenditures, and revenue.
  3. The Subrecipient shall maintain all books, records, documents, reports, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. Subrecipients shall maintain their fiscal books, records, documents, and other data in a manner consistent with generally accepted accounting principles.
- E. All records required to be maintained by this Agreement or by state and federal regulations are public records and shall be maintained and released, when requested, in accordance with applicable laws.
- F. The Subrecipient shall submit Quarterly Progress Reports by the tenth (10<sup>th</sup>) of the month following the end of each quarter, or thirty (30) days after the fully signed agreement has been emailed to the Subrecipient, whichever is later throughout the term of the Agreement, and maintain these records for six (6) years after the term of the Agreement.
- G. The Subrecipient shall complete reports and provide information as required by the County to demonstrate compliance with regulations, goals, and objectives

15. **RIGHT TO INSPECTION AND USE OF MATERIALS**

- A. County representatives, the State Auditor, and officials of the awarding agency

shall have the right to review and monitor the financial and service components of this Agreement. The County's review will occur with reasonable notice, and will include, but is not limited to, on-site inspection by County agents or employees, and inspection of all records or other materials which the County deems pertinent to performance, compliance, or quality assurance in conjunction with this Agreement.

- B. During the term of this Agreement and for one (1) calendar year following termination or expiration of this Agreement, the Subrecipient shall, upon receiving reasonable notice, provide the County with access to its place of business and to its records that are relevant to compliance with this Agreement.
- C. The County may duplicate, use, and disclose in any manner, for any purpose whatsoever and authorize others to do so, all material created under this Agreement and paid for by the County.

**16. DEBARMENT**

The Subrecipient shall assure that, its officers, agents, subcontractors, and consultants shall not fund, contract with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

The Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. If requested by the County, the Subrecipient shall complete a Certification Debarment, Suspension, Ineligibility, and Voluntary Exclusion form.

**17. RESOLUTION OF DISPUTES**

- A. A Subrecipient with a complaint involving this Agreement is encouraged to first attempt to resolve the matter with the County informally by communicating by telephone or electronic mail with the appropriate County representative or by meeting with that individual in person. The County representative must send written notification to the Subrecipient, specifying the response to the complaint and the date the informal dispute resolution process concluded. If the informal dispute resolution process is unsatisfactory and the Subrecipient elects to register a formal complaint, a Subrecipient shall submit a detailed written description of the issues which form the basis of the complaint to the Contract & Monitoring Manager at Planning and Public Works, 2702 South 42<sup>nd</sup> St., Suite 109 Tacoma, WA The Subrecipient's written complaint must be received by the County within thirty (30) calendar days of the date that the informal dispute resolution process concluded.
- B. Upon receipt of a formal written complaint, the Contract & Monitoring Manager or designee will send a written confirmation to the Subrecipient acknowledging receipt of the complaint within five (5) working days. The Contract & Monitoring Manager or designee shall also contact the Subrecipient to establish a meeting to discuss and seek agreement and resolution of the formal complaint. The meeting shall be held within fifteen (15) working days of receipt of the written complaint. The manager shall issue a written decision regarding the

Subrecipient's formal complaint no later than fifteen (15) working days following completion of the meeting.

- C. If agreement and resolution are not reached and the Subrecipient elects to pursue the complaint further, the Subrecipient may, within five (5) working days after receipt of the Contract & Monitoring Manager's written decision, file a written appeal to the Director of Pierce County Planning and Public Works at the address listed in this Agreement. The appeal must state all facts and arguments upon which the appeal is based. The Director or designee will render a written decision within fifteen (15) working days following completion of the meeting.
- D. The Subrecipient may appeal an adverse decision of the Pierce County Planning and Public Works Director to the Pierce County Executive, 930 Tacoma Avenue South, Room 737, Tacoma, WA 98402. The appeal must be received in writing by the Pierce County Executive within five (5) working days of the Subrecipient's receipt of the Director's decision. Upon receipt of a formal written appeal, the Pierce County Executive or designee will schedule a meeting with the Subrecipient within fifteen (15) working days of receipt of the appeal. The Pierce County Executive or designee will issue a written decision within fifteen (15) working days following completion of the meeting.
- E. In the event that any subsequent litigation should arise concerning this Agreement, the venue of such litigation shall be in the courts of Pierce County. This Agreement shall be governed by the laws of the State of Washington.
- F. All mailings by and to the County required in this section of the Agreement shall be by certified mail with return receipt requested to the Subrecipient's address of record.

**18. SUSPENSION, TERMINATION, AND CLOSEOUT**

- A. For Convenience – Either the Subrecipient or the County may terminate this Agreement for convenience or without cause by providing written notice at least sixty (60) calendar days prior to the effective date of the termination. If this Agreement is so terminated, the County and Subrecipient shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- B. For Cause – The County may, upon written notice to the Subrecipient, immediately suspend or terminate this Agreement in whole or in part, or withhold any payment of funds in whole or in part, when the County determines, in its sole discretion, that continuation of the Agreement is detrimental to the County's interest, including, without limitation, the occurrence of any one (1) or more of the following:
  - 1. Expected or actual funding from the state, federal government, or other source(s) is withdrawn, reduced, or limited in any manner after the effective date of this Agreement and prior to its normal completion; or
  - 2. Performance of this Agreement is rendered unfeasible or impossible for any reason; or

3. Subrecipient fails to comply with any of the terms or conditions of this Agreement or when the Subrecipient fails to substantiate Subrecipient's compliance with this Agreement when requested to do so by the County; or
  4. Subrecipient uses Agreement funds ineffectively, improperly, or illegally; or
  5. Subrecipient provides materials, information, reports, or documentation which are incomplete, incorrect, or false, either knowingly or negligently; or
  6. Subrecipient fails to provide services, information, reports, or documentation required by this Agreement in a timely and reasonable manner; or
  7. Subrecipient fails to resolve in a timely fashion audit findings associated with this Agreement which could materially impact performance of this Agreement; or
  8. Subrecipient is unable to carry out the terms and conditions of this Agreement in compliance with applicable local, state, or federal law; or
  9. Any illegal act by the Subrecipient.
- C. The County's forgiveness of the Subrecipient's nonperformance of any provision of this Agreement in one (1) instance does not constitute a waiver of any provision of this Agreement, nor of future nonperformance of the same provision.
- D. If the Subrecipient receives a notice of termination from the County for either convenience or cause or issues a notice of termination to the County, the Subrecipient shall:
1. Stop work on the date and to the extent specified;
  2. Place no further orders or agreements for goods, services, or facilities to complete the work now terminated;
  3. Assign to the County all of the Subrecipient's rights, title, and interest under the orders and agreements placed by the Subrecipient to complete the work now terminated;
  4. Deliver or convey title to:
    - a. Any property produced by the work terminated;
    - b. Any usable personal property in which the County has a secured interest;
    - c. Any usable property carried on the County's inventory; or

- d. Any real property in which the County, or any entity named by the County, has a secured interest; and
  - e. Send a final billing for the work now terminated to the County within thirty (30) calendar days of the date of termination.
- E. If the County receives a notice of termination from the Subrecipient, or if the County issues a notice of termination to the Subrecipient, the County:
  - 1. Will arrange to take delivery of property or the right, title, or interest of real property conveyed by the Subrecipient in conjunction with this Agreement; and
  - 2. Will make final payment upon receipt of final billings for all authorized services, if the Subrecipient has provided documentation that the County's interests are fully protected.
- F. The rights and remedies provided to the County and the Subrecipient in this section are in addition to any other rights and remedies provided by law or under this Agreement. Termination of this Agreement by the County at any time during the term of the Agreement shall not constitute a breach of contract by the County. The Subrecipient may request a reconsideration of the County's decision to terminate this Agreement in accordance with Resolution of Disputes Section listed above.

**19. LOBBYING CERTIFICATION**

The Subrecipient certifies that, to the best of its knowledge and belief:

- A. No appropriated funds have been paid, or will be paid by, or on behalf of the Subrecipient, or officers or employees, to any person for influencing, or attempting to influence an officer or employee of any governmental agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan or cooperative agreement.

**20. GENERAL COMPLIANCE**

Subrecipients with contracts in excess of \$25,000 and with a Contract duration of longer than one hundred twenty (120) calendar days that are not specifically exempted under PCC 2.106.022, shall enroll in the Federal E-Verify Program. The requirement extends to every subcontractor meeting the same criteria. The Subrecipient must provide certification of enrollment in the Federal E-Verify program to the County before execution of this Agreement. The Subrecipient will remain enrolled in the program for the duration of this Agreement. The Subrecipient is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Subrecipient or any Subcontractor and the Department of Homeland Security upon request at any time during the term of this Agreement. Failure to provide this document may result in termination of this

Agreement.

21. **SURVIVABILITY**

The terms and conditions contained in the Agreement that by their sense and context are intended to survive the expiration of this Agreement shall so survive. Surviving terms include, but are not limited to: Resolution of Disputes, Defend, Hold Harmless and Indemnification, Right to Inspection, Records and Reports, and Treatment of Assets.

22. **PROPRIETARY SOFTWARE APPLICATIONS**

In the event that the Subrecipient accesses the County's proprietary software applications to perform any work under this Agreement, the Subrecipient shall read and agree to the terms and conditions of the software license agreement, and shall not violate the terms and conditions of the software license agreement including, but not limited to:

- A. The use of the software application shall be restricted to employees or subcontractors;
- B. The Subrecipient shall not "pirate" or reverse engineer the software application; and/or
- C. Otherwise use the application in any way that may harm the County.

23. **LICENSING AND ACCREDITATION STANDARDS**

The Subrecipient agrees to comply with all applicable local, state, and federal licensing standards, all applicable accrediting or certification standards, and any other standards or criteria established by the County to ensure quality of services, and to supply proof of said compliance upon demand.

24. **TREATMENT OF SUBRECIPIENT ASSETS**

- A. Title to all property furnished by the regulating authority shall remain with the regulating authority; and title to all property furnished by the County shall remain with the County.
- B. The Subrecipient shall obtain prior written approval by the County when purchasing non-expendable personal property if the cost of the personal property is to be reimbursed as a direct item of cost under this Agreement. This approval may be accomplished by inclusion in the Agreement Budget.
- C. Title of all non-expendable personal property purchased by the Subrecipient, the cost of which the Subrecipient is reimbursed as a direct item of cost under this Agreement, vest in the Subrecipient.
- D. Any non-expendable personal property furnished to, or purchased by, the Subrecipient, unless otherwise provided herein or approved by the County, be used only for the performance of this Agreement.



- E. As a precedent to reimbursement for the purchase of non-expendable personal property, the Subrecipient agrees to provide all necessary information and documents in order for the County to execute such security agreements and other documents as shall be necessary for the County to protect its interest in such property in accordance with the Uniform Commercial Code as codified in Article 9 of Title 62A RCW.
- F. The Subrecipient will furnish to the County by the fifteenth (15th) day of October, unless otherwise stated, an inventory of any and all property purchased with funds provided by the County for use under the terms of this Agreement. The inventory list shall include all non-expendable personal property, including small and attractive items, purchased with funds provided by the County under the terms of this Agreement. For the purposes of this clause, conducting and providing an inventory consists of sighting, tagging or marking, describing, recording, and reporting the property involved.
- G. The Subrecipient shall be responsible for any loss or damage to property of the County, including all expenses resulting from such loss or damage, which results from negligence, willful misconduct, or lack of good faith on the part of the Subrecipient, or which results from the failure on the part of the Subrecipient to maintain and administer the property in accordance with sound management practices. Furthermore, the Subrecipient shall ensure that all County property in its possession, when returned to the County, shall be in a like condition to that in which it was when furnished to the Subrecipient or the condition in which the property was when acquired by the Subrecipient through purchase, except that in all cases, reasonable wear and tear shall be allowed.
- H. Within three (3) calendar days of discovery of loss or destruction of or damage to County property, the Subrecipient shall notify the County in writing and include appropriate documentation (i.e., police, fire, or accident reports). The Subrecipient shall take all reasonable steps to protect that property from further damage.
- I. Within five (5) working days after termination, or completion of this Agreement, unless otherwise mutually agreed in writing between the Subrecipient and the County, the Subrecipient shall surrender to the County all property of the County.
- J. The County may, at its discretion, abandon in place any property in which title is vested in the County under the terms of this Agreement insofar as permitted by law, rule, or regulation.
- K. Non-expendable personal property acquired by the Subrecipient, the cost of which is reimbursed by the County or the Subrecipient with funds provided through this Agreement, shall be subject to the same constraints, procedures, treatment, handling, disposition, and other matters as specified above. The Subrecipient shall take all steps necessary to ensure that the interest of the County in such property shall be protected and safeguarded.
- L. The Subrecipient will maintain property record cards and property identification tabs as may be directed by the County. This applies only to property purchased with federal, state, and/or County funds specifically designated for such

purchase.

**25. PROJECT IMPLEMENTATION AND PROGRESS**

Failure to lawfully plan, administer, and implement the project or to demonstrate substantial progress within ninety (90) days of the effective date of this Agreement, shall cause the County to re-evaluate the need for and methods of the project. The result of such re-evaluation may necessitate restructuring of the scope, redefinition of milestones and/or units of service or termination of the Agreement for lack of need, ineffective or improper use of funds, and/or failure to implement the project in a timely and reasonable manner.

**26. PROCUREMENT AND SUBCONTRACTS**

The Subrecipient may, upon the County's prior review and specific written approval of the contract instrument, enter into any contract or procurement action authorized or necessary for the successful completion of this Agreement (other than contracts for incidental procurements not directly related to the accomplishment of the project which do not require County approval). All procurement actions and contracts other than incidental procurements shall be structured in accordance with applicable state and federal law relating to contracting by public agencies.

**27. CONFLICT OF INTEREST AND CODE OF CONDUCT**

The County may, in its sole discretion, by written notice to the Subrecipient, terminate this contract if it is found, after due notice and examination by the County or its agent that there is a violation of chapter 42.23 RCW, or any similar statute involving the Subrecipient in the procurement of, or performance of this agreement.

In the event this agreement is terminated as provided above, the County shall be entitled to pursue the same remedies against the Subrecipient as it could pursue in the event of a breach of contract by the Subrecipient. The rights and remedies of the County provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the County makes a determination under this section shall be an issue and may be reviewed as provided in the "resolution of disputes" section of this agreement.

**28. PROPERTY, MATERIALS AND OPERATING SUPPLIES**

- A. Non-expendable equipment, materials, operating supplies and other assets other than real property, purchased in whole or in part with Agreement funds, whose per unit fair market value (or total value for supplies) at the time of completion of use is in excess of \$5,000 and are to be utilized, maintained, inventoried, controlled and disposed of pursuant to applicable federal regulations.
- B. Any equipment, materials, operating supplies and other assets with per unit fair market value (or total value for supplies) at the time of completion of use of less than \$5,000, may be retained or disposed of by the Subrecipient. The County retains no financial interest in these items.

**Note:** Any assets whose fair market value is in question should be referred to the County for decision before any disposition action is taken by the Subrecipient.

29. **COMPLIANCE WITH LOCAL AND FEDERAL REGULATIONS**

The Subrecipient, its consultants, and contractors shall comply with all applicable local, state and federal laws and regulations, whenever and wherever they are applicable, including those listed below. The Subrecipient, its consultants, and contractors shall timely obtain all permits and approvals necessary to lawfully implement the project. The Subrecipient, its consultants, and contractors shall include in all contracts, subcontracts and purchase orders for this project the following list of laws and regulations and shall require compliance with such laws and requirements:

- A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to non-discrimination in performance of the project and to the benefits deriving from.
- B. Executive Order 11246 dealing with non-discrimination in employment based on sex, sexual orientation, gender identity, or national origin, as amended by Executive Orders 11375, 11478, 12086, and 13672.
- C. The relocation, acquisition and displacement requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- D. The regulations, policies, guidelines and uniform administrative requirements of 2 CFR 200 (formerly OMB Circulars A-21, A-87, A-110, A-122 and A-128) as they relate to the acceptance and use of Federal funds.
- E. The National Environmental Policy Act of 1969 and other statutory environmental requirements.
- F. Executive Orders 11625, 12138 and 12432, and Public Law 98-507, dealing with the use of minority and women owned business enterprises.
- G. The provisions of the Hatch Act limiting political activities of government employees.
- H. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).
- I. The Drug-Free Workplace Act of 1988 (42 U.S.C. 701).
- J. Current EPA general terms and conditions available at: <https://www.epa.gov/grants/grant-terms-and-conditions>
- K. Current EPA Cybersecurity Condition available at: <https://www.epa.gov/grants/cybersecurity-grant-condition-other-recipients-including-intertribal-consortia>

**Note:** A listing of these applicable laws and regulations are to be incorporated in each contract, subcontract and consultant agreement issued by the Subrecipient or its

contractors.

30. **COUNTY MONITORING/ASSESSMENT PROCEDURES**

- A. The County will conduct monitoring and performance assessments of all services provided under this Agreement, in the manner and at reasonable times, with reasonable notice, as the County considers appropriate.
- B. Monitoring and assessment activities include, but are not limited to, review of service and financial reports, including all books, records, documents, and other data, facilities, activities, and on-site visits by County staff or their designee, state, or federal representatives.
- C. Unless the County elects to terminate this Agreement for cause, when findings from monitoring efforts or audits show that there are apparent violations of the terms or conditions of this Agreement, the Subrecipient and the County shall negotiate a mutually agreeable plan of action to address the identified problem. If the parties are unable to come to agreement, the Subrecipient may file a complaint, as specified in this Agreement.

31. **RIGHT OF ENTRY**

If the subrecipient will be accessing County owned property in order to complete Tasks, notification must be made via e-mail or phone to the Project Manager or designee three (3) business days prior to each entry. Notification must include information regarding parcel number, address, purpose of activity, and duration. The Project Manager or designee will respond with confirmation to grant temporary right of entry for the limited purpose of the activity.

## **Exhibit A**

### **Scope of Work**

This Agreement is between Pierce County and the Subrecipient for the project identified as **Transportation Options: Building Connections**. This is a partial pass-through of award # AWD-100305 from Washington State Department of Transportation.

*Task and subtask numbers in this Scope refer to specific deliverables within Pierce County's agreement with the Washington State Department of Transportation and may not be sequential.*

Period of Performance: March 1, 2020 through March 31, 2022

The subrecipient agrees to provide the following:

The purpose of this Contract is to set forth the responsibilities and obligations of the COUNTY and Subrecipient concerning the management and expenditure of federal CMAQ grant funds, authorized through Local Agency Agreement (LAA) #9066, for a Trip Reduction Support Services Program.

Subrecipient shall collaborate with the County in the planning, development and implementation of the Trip Reduction Support Services Program. Subrecipient shall collaborate with the County to develop a workplan for the Trip Reduction Support Services Program. Tasks assigned to Subrecipient shall include:

- 1.00: Follow the purchasing guidelines provided by the County;
- 1.01: Administer an Emergency Ride Home program and pay eligible ride reimbursement requests within two weeks;
- 1.02: Follow the Emergency Ride Home reimbursement eligibility guidelines provided by the County;
- 1.03: Deliver or mail to Trip Reduction Support Services Program qualifying employers, a list to be maintained by the County, items outlined in the workplan such as Commuter Information Centers, HOV parking signs, vehicle hang tags, promotional ORCA cards loaded with fare, prize packs, promotional items, bus books and marketing materials within 7 business days;
- 1.04: Order replacement items mentioned in the agreed upon workplan;
- 1.05: Provide education programs and services, such as host a transportation booth, to meet the needs of the employer and/or residents;
- 1.06: Provide transit ads on the side of busses and use the artwork provided by the County;
- 1.07: Provide transit shelter ad space and use the artwork provided by the County;

1.08: Provide limited graphic design time to edit other agency provided materials to add/delete/change logos and copy;

1.09: Provide access to a file sharing program such as e-Builder; and

1.10: Provide a countywide vanpool, vanshare and/or transit incentive and marketing promotion to commuters commuting to worksites located in Pierce County or residents living in Pierce County; a trip goal shall be set in the workplan;

1.11: Subrecipient shall provide the County with the opportunity to participate in a consulting role in the selection process for any consultant services;

1.12: Subrecipient shall submit to the County on a monthly basis, a report describing all activities, including a log of Emergency Ride Home reimbursements, log of materials delivered/mailed to employers, number of busses ads are placed on per promotion/campaign, log of ads placed on which transit shelters per promotion/campaign, log of the education programs and services with a description of what successes and needed improvements, description and results of the Countywide vanpool, vanshare and/or transit incentive and marketing promotion, and tally of expenses and in accordance with the County's federal CMAQ reporting requirements associated with LAA #9066. The report shall include copies of materials developed to promote the program and all supporting documentation.

1.13: Subrecipient shall invoice the County on a monthly basis.

1.14: Subrecipient has until May 31, 2022 to submit all final items listed in 1.12 and their final invoice.

## Exhibit B

### Compensation and Financial Requirements

#### 1. COMPENSATION

In consideration of the mutual promises given and the benefit to be derived from this Agreement, the County agrees to provide funds in the amount of **\$58,500.00** to accomplish the scope of services described in Exhibit A – Scope of Work. The project budget and financial requirements are provided below.

#### Budget Summary

<u>Item</u>	<u>Fee</u>
Emergency Ride Home reimbursement payments as allowed under the eligibility requirements	Up to \$100 per ride; not to exceed \$4,000
Emergency Ride Home administration	\$27 per hour; 30-minute increments; not to exceed \$1,500
Fulfilment of item requests by employers	\$27 per hour; 30-minute increments; not to exceed \$5,500
Purchase Commuter Information Centers	Not to exceed \$2,500
Purchase HOV signs and vehicle hangtags	Not to exceed \$2,800
Purchase promotional items	Not to exceed \$10,000
Print Pierce Trips logoed marketing materials	Not to exceed \$6,500
Education programs and services	Not to exceed \$2,000
Printing and placement of bus side ads	\$1,500 per promotion/campaign
Printing and placement of transit shelter ads	\$1,000 per promotion/campaign
Graphic design time	\$27 per hour; 30-minute increments
File-sharing program	No cost
Countywide vanpool, vanshare and/or transit incentive and marketing promotion	Not to exceed \$10,000

#### 2. FINANCIAL REQUIREMENTS

##### A. Applicable Regulations and Restrictions

It is understood that where applicable, funds provided by this Agreement are state funds administered by the County and are subject to requirements for grants-in-aid now in effect or which hereafter may be made applicable by local, state or federal laws or regulations. All of the above are incorporated in this Agreement by reference.

##### B. Audit requirements of the main contract, identified as Section 14 Audits and Exhibit D must be adhered to by Subrecipients. Audits and/or reviewed financial statement must be submitted to the County within thirty (30) calendar days of issuance. The review must be conducted in accordance with the Statements and

Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants for non-profits or the Government Auditing Standards issued by the Comptroller General of the United States for government entities.

C. Approved Uses, Grant Funds

It is expressly understood that funds may only be used for costs included in the attached approved project budget, and may not be used for the general administration or operation of the Subrecipient, and may not replace non-federal funds in any jointly funded project.

The Subrecipient shall clearly separate allowable costs from unallowable costs.

D. Changes and Modifications

1. Either party may amend this agreement per the requirements of Section 6. Amendments of this Agreement. A formal written and approved contract amendment for major changes is required. Major changes are those: that impact the scope of work beyond minor budget and/or service adjustments that: increase or decrease the contract amount, add new line items to the approved Budget Summary, extend the time of performance, or make other regulatory changes. Proposed amendments must be submitted in writing (letter or email) by the Subrecipient, including an explanation for the requested change. If approved, an amendment will be processed for signature by both parties. Once the Subrecipient receives the fully executed amendment, billings may be submitted using the amended Budget Summary.
2. Minor budget and/or service adjustments include:
  - a. A transfer from one (1) or more line item(s) not exceeding ten percent (10%) of the existing line item in Budget Summary (Exhibit B), is allowed with a corresponding decrease in another line item(s). Such a transfer may not increase the total contract amount. The request and approval of such transfers may be communicated via email.
  - b. A written letter of agreement may be used to communicate minor changes that exceed ten percent (10%). Minor changes include line item adjustments to the contract budget or modifications to the day to day operating structure for services provided that do not impact the total contract amount. The letter of agreement must be signed by County Staff and the authorized signer of the agreement.

E. Inappropriate Funds Obligation

1. Funds shall not be obligated for:
  - a. Any action subsequent to written notification from the county



suspending or terminating the Agreement, except as authorized by the County.

2. The Subrecipient shall refund to the County any payment or partial payment expended by the Subrecipient, its Contractors or Consultants which is subsequently found to be ineligible, inappropriate or illegal.

F. Request for Payment

1. Reimbursement requests will not be approved unless Subrecipient submits timely performance reports and all information necessary to demonstrate compliance with regulations, eligibility, goals and objectives.
2. Request for payment by the Subrecipient shall include only the request for payment or reimbursement of cost actually incurred per the approved budget and supported by documentation. All reimbursement requests must be accompanied by copies of substantiating receipts, pay stubs, invoices or other proof of incurred costs and must be signed by a signature authority designee(s). A signature authority designee(s) form must be on file prior to the first contract payment request submission of the contract period. All backup documentation and a signed copy of the contract payment request are to be submitted electronically to [pcpwcontractservices@piercecountywa.gov](mailto:pcpwcontractservices@piercecountywa.gov) with organization name and service period in the subject line of the Email.
3. The Subrecipient is prohibited from submitting request for payment in excess of actual requirements for carrying out the project.
4. Subject to the terms and conditions of this Agreement, the Subrecipient shall submit an invoice on a monthly basis within twenty-one (21) working days following the month in which the Subrecipient has incurred expenditures for services and costs as outlined in this Agreement. The amount requested must be supported by actual costs incurred and paid for by the Subrecipient/vendor. The County shall issue payment no later than thirty (30) working days after the receipt of complete and accurate billing information as determined by the County. The submission of incomplete or inaccurate billing information may delay the reimbursement process, and shall not be considered a breach of contract.
5. Exceptions to these procedures must be requested in writing and agreed upon between the parties.
6. The County's payment options for Subrecipients includes electronic payments via Automated Clearing House (ACH). The ACH payment is a safe and efficient electronic payment option that credits the Subrecipient's bank account directly and provides for an increase in efficiency for both the Subrecipient and the County. In order to participate in the ACH option, the Subrecipient is required to complete the County's Supplier ACH Payment Enrollment form and W-9. Each form must be completed in their entirety by the Subrecipient and returned to: Pierce County Finance Department, ATTN: Accounts Payable, 950 Fawcett Avenue, Suite 100,

Tacoma, WA 98402. Enrollment forms are available upon request by e-mailing [PCAccountsPayable@piercecounitywa.gov](mailto:PCAccountsPayable@piercecounitywa.gov). Once enrolled, the ACH payment process will remain in effect for the Contractor until such time as the County receives written notice of revocation from the Subrecipient

G. Multiple Agency Funding

Projects funded by multiple agencies or sources shall indicate in the project budget the agency or source from which the funds derive and how the funds will be utilized.

## **Exhibit C**

### **Applicable Definitions**

The following terms shall have the following definitions:

"Acquisition Cost" shall mean that amount expended for property, excluding interest, plus, in the case of property acquired with a trade-in, the book value (acquisition cost less amount depreciated through the date of trade-in) of the property traded in. Non-expendable personal property, the value of which was expended when acquired, has a book value of zero (0) when traded in.

"Agreement" shall mean the Basic Agreement and any Statements of Work and Exhibits that are attached to and incorporated by reference to the Basic Agreement.

"BARS" shall mean Budget, Accounting, and Reporting System for counties, cities, and other local governments.

"Business Entity" shall mean any person, or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit with the County. The term business entity shall include, but not be limited to partnerships, corporations, Subrecipients, and subcontractors doing business with the County.

"Client", "Consumer", "Participant", "Patient", or "Recipient" shall mean any individual applying for or receiving services under this Agreement.

"CFR" shall mean Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.ecfr.gov>

"Contract" shall mean the Basic Agreement and any Statements of Work and Exhibits that are attached to and incorporated by reference to the Basic Agreement.

"Contract Budget" shall mean the budget incorporated in this Agreement, identifying a plan for the expenditure of contracted funds.

"Cost Reimbursement" shall mean that payment to the Subrecipient is based upon the actual reimbursable costs incurred under this Agreement.

"Debarment" shall mean an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

"E-Verify", PCC 2.106.022 and 2.106.025, shall mean the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Pub. L. No. 104-208, Division C, Title IV s. 403(a), as amended, and operated by the United States Department of Homeland Security, or a successor electronic verification of work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. No. 99-603.

"Fee for Service" shall mean paying the Subrecipient a negotiated fixed rate, based upon

performance of a defined unit of service.

"Financial Statement" shall mean a combined report, or separate reports, of financial information prepared by the Subrecipient's accountant that identifies the Subrecipient's financial position, operating results, and other pertinent information. The reporting period of the document(s) shall correspond with the Subrecipient's calendar or fiscal year.

"Independent Auditor" shall mean either a certified public accounting firm or a certified public accountant.

"Information Technology (IT) Purchases" include, but are not limited to, computers, software, desk telephones, and cellular telephones, but do not include keyboards and mouse.

"Non-expendable Personal Property" shall mean tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000.00 or more per unit, unless a greater amount is specified in an Appendix or Work Order.

"PCC" shall mean Pierce County Code.

"Personal Property" shall mean property of any kind, including small and attractive items and IT equipment, except real property.

"Price Related" shall mean a price-analyzed payment structure in which payments are either made as a lump sum, or made at a rate-per-unit basis, and without consideration of the Subrecipient's actual or anticipated costs.

"RCW" shall mean the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/RCW/>

"Real Property" shall mean any interest in land.

"Regulating Authority" shall mean any federal, state county or local entity which has the ability to enforce laws regulations or requirements upon the Subrecipient.

"Small and Attractive Items" shall mean those items with a value of \$300.00 or more that are particularly vulnerable to loss. Examples of these items include, but are not limited to, communication equipment, cameras, IT accessory equipment such as scanners, office equipment, televisions, cellular telephones, and VCRs.

"Subcontract" shall mean any agreement between the Subrecipient and a Subcontractor or between a Subcontractor and another Subcontractor that is related to this Agreement, provided that the Subcontract does not include the purchase of supplies or support services that do not directly affect the funded services. The terms Subcontract and Subcontracts shall mean Subcontract(s) in any tier.

"Subcontractor" shall mean any person, partnership, corporation, association, or organization, not in the employment of the Subrecipient, who is performing part of the contract or Subcontract from a Subcontractor. The terms Subcontractor and Subcontractors shall mean Subcontractor(s) in any tier.

"Subrecipient" shall mean a non-federal entity that expends federal awards received from a

pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

"Subrecipient" for purposes of E-Verify, PCC 2.106.022 and 2.106.025, shall mean a person, employer or business entity that enters into a contract or an agreement with the County to perform any service or work, or to provide a certain product in exchange for valuable consideration. For purposes of PCC 2.106.022 and 2.106.025, the term Subrecipient shall **not** include government agencies; legal, architectural and engineering service providers; those whose contracts would be exempt from competitive bidding under PCC 2.106.060 B; those whose contracts issue under PCC 2.106.070, those whose supplies and services are purchased under PCC 2.106.410; regulated providers of insurance, bonding, banking, or investment services; or public utilities.

"Useful Life" of non-expendable personal property shall mean that useful service life as based upon the United States Department of Treasury, Internal Revenue Service, policies on depreciation for tax purposes, unless the Subrecipient or Subcontractor documents in writing some different period that the County agrees to in writing.

"Unit Cost Rate" shall mean a payment mechanism where reimbursable costs incurred in a prior period, divided by the units of service delivered in the prior period and multiplied by the units identified in the current period, determines the total amount paid.

"Vendor" shall mean a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program.

"WAC" shall mean the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>

"Work Order" shall mean a document attached to and incorporated by reference to the Basic Agreement which states the goods, services, and/or benefits to be delivered, and any other terms and conditions that apply to the work.

## **Exhibit D**

### **Federal Funding Regulations 2 CFR Part 200**

#### **1. AUDIT**

- A. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part. (2 CFR Part 200.501(a) Audit Requirements)
- B. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). (2 CFR Part 200.501(d) Audit Requirements)
- C. The pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. (2 CFR Part 200.501(h) Audit Requirements)

#### **2. MONITORING AND RISK ASSESSMENT**

- A. The County will evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for the purposes of determining appropriate subrecipient monitoring. (2 CFR Part 200.331(b) Requirements for pass-through entities)
- B. The County will consider imposing specific subaward conditions upon a subrecipient if appropriate. (2 CFR Part 200.331(c) Requirements for pass-through entities)
- C. The County will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, the terms and conditions of the subaward. (2 CFR Part 200.331(d) Requirements for pass-through entities)

**PIERCE COUNTY  
Agreement Signature Page**

Agreement # SC-107335

IN WITNESS WHERE OF, the parties have executed this Agreement on the days indicated below:

**PIERCE TRANSIT:**

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title of Signatory Authorized By Firm Bylaws

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

UBI No.: \_\_\_\_\_

Federal Filing Status:

Corporation  Partnership  Sole Proprietor

**PIERCE COUNTY:**

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney Date

Approved:

\_\_\_\_\_  
Department Director Date

\_\_\_\_\_  
Finance Director Date

TITLE: Authority to Execute Amendment No. 2 with Commonstreet Consulting, LLC (PT-16-19) for Property Acquisition Services for the Proposed Pacific Avenue/State Route 7 Bus Rapid Transit Project

DIVISION: Planning & Community Development  
 SUBMITTED BY: Janine Robinson, Senior Planner

RELATED ACTION:

Resolution No. 2019-008A, adopting the Locally Preferred Alternative’s Running Way Option and Access to Tacoma Dome Station Option for the Pacific Avenue/SR 7 Corridor Bus Rapid Transit Project.

Resolution No. 18-025, adopting the Locally Preferred Alternative (LPA), Mode, Termini and Alignment for the Proposed Pacific Avenue / State Route 7 Corridor Bus Rapid Transit Project.

Resolution No. 19-042 Authorizing the Chief Executive Officer to Execute a Funding Agreement Providing for Sound Transit to Contribute Funds to Pierce Transit for Bus Capital Enhancements for Speed, Reliability, and Convenience along Pacific Avenue/State Route 7 Corridor Bus Rapid Transit Project.

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Customer

**BUDGET INFORMATION**

Is it Budgeted?  Yes /  No

Project Name or Number: BRT Pacific Ave/SR7 - Project Number 0563

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$	Amend Contract with Commonstreet Consulting, LLC for property acquisition services in the amount not exceeding \$1,564,930.00, to be funded by means of the Funding Agreement between Sound Transit and Pierce Transit for Bus Capital Enhancements for Speed, Reliability, and Convenience along Pacific Avenue/State Route 7 Corridor Bus Rapid Transit Project. The total BRT project budget is \$149,760,000.
Grant/Existing Contract	\$ 150,000.00	
Grant/Amendment Amt	\$ 1,414,930.00	
Total Expenditure	\$ 1,564,930.00	



BACKGROUND:

Pierce Transit (PT), in cooperation with the Federal Transit Administration (FTA) and Sound Transit, is implementing a new corridor-based Bus Rapid Transit (BRT) system in a north-south corridor connecting the City of Tacoma's central business district to the Tacoma Dome Station (TDS), Parkland and Spanaway. The corridor is currently served by the Route 1, which has the highest ridership of any PT route. In 2017, the BRT portion of the Route 1 saw more than 1 million boardings, accounting for 12 percent of PT's total ridership.

The BRT system is expected to provide the following:

- Safe, fast, and reliable transportation that will connect the South Sound community;
- Time-saving escape from gridlock with relaxing, frequent service and state-of-the-art buses that can comfortably hold up to 90 passengers and have amenities such as Wi-Fi and multiple boarding doors;
- A fast ride that rivals car travel times, with buses arriving every 10-15 minutes;
- New BRT Stations which feature pre-payment options, real-time travel info and weather protection;
- Accessibility to all with level boarding for bikes, strollers, wheel chairs and pedestrians;
- Environmentally-friendly, high-speed transit for a fraction of the cost of rail modes;
- A uniquely branded system that is easy to understand and use; and
- Better opportunities for economic development along the corridor.

Pierce Transit advertised a Request for Proposals (RFP) in July 2019 for property acquisition services for the BRT project. Proposals were due on August 14, 2019. A selection committee reviewed the proposals and chose Commonstreet as the most qualified consultant to provide property acquisition services for the BRT Pacific Ave/SR7 Project.

Commonstreet provided a proposal for preliminary acquisition services dated October 22<sup>nd</sup>, 2019. A \$150,000 contract was authorized by the CEO on October 30<sup>th</sup>, 2019 to allow Commonstreet to work on important preliminary work. This preliminary work includes but is not limited to: drafting the project's Real Estate Acquisition Management Plan (RAMP); coordination with the design team, contractor, FTA, WSDOT and City of Tacoma; development of agency right-of way program policies and procedures; and title review.

This proposed action item seeks to expand the scope of this contract to include all property acquisition services required for the BRT project's estimated 198 parcels. Those services include but are not limited to project management, appraisals, offer packages, negotiations, closing, title reports and escrow, and appraisal review management.

The contract is expected to span two years with BRT construction starting in 2021.

The funds for this contract will come from the \$60 million Sound Transit 3 funding agreement that is the subject of Resolution No. 19-042 adopted by the Board on August 12, 2019.

STAFF RECOMMENDATION:

Amend contract PT-16-19 with Commonstreet Consulting, LLC to provide property acquisition services for the Pacific Ave/SR 7 BRT Project.

ALTERNATIVES:

Reject the Commonstreet proposal and complete the work in-house. However, the agency does not have qualified staff to perform property acquisition services so this is not a feasible alternative.

PROPOSED MOTION:

Authorize the Chief Executive Officer to enter into and execute Amendment No. 2 with Commonstreet Consulting, Contract No. PT-16-19, to provide property acquisition services for the proposed Pacific Avenue / State Route 7 Bus Rapid Transit Project in a not to exceed amount of \$1,564,930.00.

TITLE: Authority to Execute a Sole Source, Multi-Year Licensing and Subscription Agreement with Genfare to Upgrade the Software of the Farebox System

DIVISION: Finance

SUBMITTED BY: Brent Campbell, IT Assistant Manager

RELATED ACTION:

FS 18-062, Authority to Execute a Sole Source One Year Farebox System Software Licensing and Support Agreement with Two Optional One-Year Extensions with Genfare.

ATTACHMENTS: None

RELATION TO STRATEGIC PLAN: Internal

**BUDGET INFORMATION**

Is it Budgeted?  Yes /  No

Project Name or Number: GFI Farebox System update and Support Agreement.

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 269,084	This request is for updated software for the Genfare Fareboxes, a revised maintenance contract that includes training, and Genfare network devices. Funds are budgeted as part of the annual IT operating budget.
Grant/Other Amounts	\$	
Total Expenditure	\$ 269,084	

BACKGROUND:

The GFI Farebox System was last updated in 2013. We currently use version 2 of the software while the vendor now supports version 4. There are several reliability issues in our version that have been addressed in version 4. Additionally, due to staff retirements, the current staff has not received formal training from GFI on the maintenance of the system.

Staff requests the authority to enter into an annual licensing and support agreement for our Genfare Farebox System Software, which also includes a one-time upgrade fee, and the necessary GFI network equipment to perform this upgrade. This is considered a Sole Source agreement because the Genfare fareboxes can only be managed by the proprietary Genfare software. The new support agreement has provisions for annual training, and the rights for Pierce Transit to receive all future software upgrades which will reduce future upgrade costs.

Upon execution of this proposal, the existing support agreement will be canceled, and a pro-rated refund will be issued based on the number of months left on the original contract.

STAFF RECOMMENDATION:

Execute a Sole Source Contract with Genfare for a Multi-Year Licensing and Subscription Agreement to Upgrade the software of the Farebox System.

ALTERNATIVES:

The alternative would be to continue utilizing the existing contract which currently costs \$68,405.88 per year including tax. This will not address the training issues, update the software, or address the system reliability issues.

PROPOSED MOTION:

Move to: Authorize the CEO to execute a sole source, multi-year licensing and subscription agreement with Genfare to update the software of the farebox system in an amount not to exceed \$269,084.

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**TITLE:** Authority to Execute a Memorandum of Understanding with the City of Tacoma for Operation and Maintenance of a Glass Recycling Station at Narrows Park & Ride  
**DIVISION:** Planning & Community Development  
**SUBMITTED BY:** Janine Robinson, Senior Planner  
**RELATED ACTION:**

Resolution No. 1984-128 - City of Tacoma Jackson St./Olympic Blvd. Maintenance Agreement

**ATTACHMENTS:** Exhibit A, Proposed Memorandum of Understanding  
**RELATION TO STRATEGIC PLAN:** Customer  
**BUDGET INFORMATION:** N/A

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**BACKGROUND:**

The City of Tacoma is eliminating curbside pickup of glass, beginning in late May/early June 2020. They are working on siting containers across the City that would serve as recycling stations. City staff approached Pierce Transit staff with a proposal to place a recycling station at the Narrows Park & Ride (P&R). The Narrows P&R is located in the northwest corner of the intersection of 6<sup>th</sup> Ave. and N Skyline Dr. in Tacoma, entirely within City right of way, formerly known as Olympic Boulevard. There is an existing Maintenance Agreement dated January 8, 1985, between Pierce Transit and the City covering use of the right of way for transit purposes by Pierce Transit.

City and Pierce Transit staff met on site and agreed on a location for the 20 cubic yard steel recycling box which provides visibility for the recycling facility and maximizes visibility and safety for recycling customers and P&R users. The recycling box will be wrapped with artwork from local artists, recycling messaging and visibility, and graffiti prevention. The site will not be staffed, but the City will perform regular blight and litter removal around the recycling box.

Narrows P&R contains 195 parking stalls with an average use of 77%, or 151 stalls. While the recycling facility will reduce the P&R capacity by 5-6 stalls, the capacity exists to accommodate the new glass recycling facility.

Installation of the container is anticipated to occur in May/early June 2020, with the MOU expiring on December 31, 2023.

**STAFF RECOMMENDATION:**

Enter into the Memorandum of Understanding with the City of Tacoma to allow the City to site a glass recycling container at the Narrows P&R.

ALTERNATIVES:

Decline the City of Tacoma's proposal to site a glass recycling container at the Narrows P&R and suggest the City look for another site. However, the P&R is located on City right-of-way, and the project serves the public interest without significant impact to transit customers.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to enter into and execute a Memorandum of Understanding with the City of Tacoma for Operation and Maintenance of a Glass Recycling Station at Narrows Park & Ride.

**MEMORANDUM OF UNDERSTANDING**

BETWEEN THE PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION (PIERCE TRANSIT)  
AND THE CITY OF TACOMA

REGARDING GLASS RECYCLING STATION AT NARROWS PARK & RIDE (AKA 6<sup>th</sup> AVE PARK & RIDE; AKA JACKSON STREET PARK  
& RIDE)

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit") and the City of Tacoma, a municipal corporation and first class city of the State of Washington ("City") (collectively the "Parties"). The Parties hereby agree as follows:

1. **PURPOSE.** The Narrows Park & Ride (aka 6<sup>th</sup> AVE Park & Ride; aka Jackson ST Park & Ride) ("Narrows P&R") is located in the northwest corner of the intersection of 6<sup>th</sup> AVE and N Skyline DR in Tacoma, WA. The Narrows P&R is located entirely within City right of way, formerly known as Olympic Boulevard. There is an existing Maintenance Agreement dated January 8, 1985, between Pierce Transit and the City covering use of said right of way for transit purposes by Pierce Transit ("Maintenance Agreement"). Pierce Transit consents to the installation of one City-owned and operated recycling station at the Narrows P&R. The agreed location for the recycling station is more specifically shown and described on Exhibit A, attached hereto and made a part hereof.

2. **PROPOSED USE.** City proposes the following related to operation and maintenance of the recycling station:

- a) The City will locate one (1) 20 cubic yard steel recycling box as shown on Exhibit A;
- b) The recycling box will be wrapped with:
  - Artwork from local artists;
  - Improved recycle messaging and visibility; and
  - Graffiti prevention.
- c) As part of site preparation, the City may install striping if necessary;
- d) The recycle box will be designed to accept glass items but will otherwise be locked and secured;
- e) The recycle box will not be staffed, but the City will perform daily blight, litter, and glass removal outside of and in the vicinity of the recycling box;
- f) Pierce Transit's obligations under the Maintenance Agreement shall not extend to maintenance of the recycle box or any blight, litter, or glass resulting from or in connection with the use or misuse of the recycle box;
- g) As necessary, and/or at the request of Pierce Transit, the City may install speed bumps to slow traffic;
- h) As necessary if illegal dumping is excessive, and/or at the request of Pierce Transit, the City will evaluate and implement appropriate options to mitigate illegal dumping; and
- i) The City may install new signage at agreed upon locations to direct community members to the recycle box location and to provide dates/hours of operation.

3. **PUBLIC BENEFIT.** Pierce Transit and the City find it mutually beneficial and in the public interest for the City to provide glass recycling services at the Narrows P&R aligning with the spirit, goals and objectives of both the City's 2025 Strategic Plan and Pierce Transit' Sustainability Plan – 2019 Update.

4. **TERM.** Pierce Transit and the City agree the initial MOU term will begin upon the date of full execution of this Agreement and will end on December 31, 2023, unless otherwise terminated pursuant to paragraph 5 below. Following expiration of the initial term, the provisions of this MOU shall continue in full force and

effect from the end of such term until such time as either party hereto terminates this Agreement by giving the other party ninety (90) days' written notice.

5. TERMINATION. The foregoing notwithstanding, either party can terminate this MOU for any reason by issuing a written notice to the other party at least ninety (90) days' in advance of the desired termination date.

6. CONSIDERATION/PAYMENT. Consideration for this Agreement is the mutually beneficial service of providing glass recycling to the community members of Tacoma served by both the City and Pierce Transit.

7. DISPUTE RESOLUTION. In the event of a dispute between Pierce Transit and the City arising out of or relating to this MOU, the Pierce Transit Chief Executive Officer and the City Manager, or their designated representatives, shall review such dispute and options for resolution. If the dispute cannot be resolved by Pierce Transit or the City, the dispute may be submitted to mediation and if still not resolved, may be submitted to binding arbitration in accordance with rules and procedures set forth in Chapter 7.04 RCW and the judgment or award rendered by the arbitrator may be entered into any court having jurisdiction thereof.

8. INDEMNIFICATION. The City agrees to indemnify, defend, save and hold harmless Pierce Transit, its officials, employees, volunteers and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection with or incident to, the performance by the City of this MOU, except for those damages caused by or arising out of the negligence or wrongful or willful misconduct of Pierce Transit, its elected and appointed officials, officers, employees or agents.

9. INTEGRATION AND AMENDMENT. There are no oral agreements between the Parties affecting the meaning, content, purpose or effect of this MOU. The provisions of this MOU may be amended with the mutual consent of the Parties. No additions to, or alterations of the terms of this MOU shall be valid unless made in writing and formally approved and executed by the City's Director of Environmental Services and Pierce Transit's Executive Director of Planning and Community Development.

10. NOTICE. Any notice required under this MOU shall be in writing and delivered to the following:

**For City:**

Andrew Torres, Assistant Division Manager  
Solid Waste Collection Operations  
Environmental Services Department  
3510 S Mullen ST  
Tacoma, WA 98409  
Phone: (253) 593-7728  
Email: [atorres@cityoftacoma.org](mailto:atorres@cityoftacoma.org)

**For Pierce Transit:**

Janine Robinson, AICP, Senior Planner  
3701 96<sup>th</sup> St. SW  
Lakewood, WA 98499  
Phone: (253) 984-8156  
Email: [JaRobinson@piercetransit.org](mailto:JaRobinson@piercetransit.org)

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

City of Tacoma

Pierce County Public Transportation Benefit  
Area Corporation (Pierce Transit)



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Michael P. Slevin III, P.E.  
Environmental Services Director

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Susan Dreier, Chief Executive Officer

APPROVED AS TO FORM:

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Deputy City Attorney

**MEMORANDUM OF UNDERSTANDING**  
BETWEEN THE PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION (PIERCE TRANSIT)  
AND THE CITY OF TACOMA  
REGARDING GLASS RECYCLING STATION AT NARROWS PARK & RIDE

# EXHIBIT A



TITLE: Authority to Execute a Multi-Year, Sole Source Maintenance and Support Agreement with Giro, Inc., for Maintenance of the Automated Scheduling and Dispatch System

DIVISION: Finance

SUBMITTED BY: Brent Campbell, IT Assistant Manager

RELATED ACTION:

N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Internal

**BUDGET INFORMATION**

Is it Budgeted?  Yes /  No

Project Name or Number: Hastus three-year support contract

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 733,892	Explanation: Funds for the support agreement are budgeted in the 2020 and future operating budgets. Costs for 2021 and 2022 are \$244,581 and \$250,694 respectively. Total cost of the 3-year agreement is \$733,892 (including tax).
Grant/Other Amounts	\$	
Total Expenditure	\$ 733,892	

**BACKGROUND:**

Staff requests authority to execute a three-year maintenance and support agreement for our current automated scheduling and dispatch system with GIRO, Inc. In addition to the support agreement Pierce Transit will be purchasing 20 support days per year which are available at a discounted rate only when the maintenance agreement is renewed. These support days accrue until used. Typically, Pierce Transit uses these days to handle enhancements that are not covered by the maintenance agreement.

Pierce Transit uses a computer-aided system to plan, schedule, dispatch, and manage its fixed route bus service. This system allows Pierce Transit to optimize the use of staff and equipment. The scheduling system generates and stores the transit trips, assigns vehicles to operate the trips and assigns pieces of work for transit operators. The system is also the timekeeping system for our transit operators and is the source of all operator timekeeping data that is passed to our payroll system for payroll processing. The system is a critical part of our business.

GIRO, Inc., is the proprietary vendor for this software and is the only firm that can provide maintenance and support for the system. They have provided superior service over the years. This system and its related modules are also successfully in use at King County Metro and Community Transit, which greatly eases coordination as regional projects develop. Staff conducted a price comparison with other users and has found that the price proposed for the maintenance and support agreement is fair and reasonable.

The current Maintenance Agreement expires on April 20, 2020. The new Agreement locks in maintenance and support costs for our automated scheduling and dispatch system for the next three years. Year 2 and 3 fees will be budgeted in the 2021 and 2022 budgets. Funds required for the 2020 maintenance agreement and support days exceed the original budgeted amount by \$20,061. This is because additional Hastus modules were implemented in 2019, and Hastus now includes major upgrades in its support agreement. This overage will be covered under systems enhancement funds in the IT M&O budget.

**ALTERNATIVES:**

The alternative would be to enter into a costlier single year maintenance agreement, however savings from a multiyear agreement would not be realized.

**RECCOMENDATION:**

Move to: Authorize the Chief Executive Officer to enter into and execute a sole source, three-year agreement, maintenance and support agreement with Giro, Inc., for maintenance and support of Pierce Transit's automated scheduling and dispatch system in an amount not to exceed \$733,892.

TITLE: Authority to Purchase Mobile Access Routers (MARS) from CDW for the Sound Transit Fleet

DIVISION: Finance

SUBMITTED BY: Christian Handsaker, IT Assistant Manager, Network and Security

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Customer

**BUDGET INFORMATION**

Is it Budgeted?  Yes /  No

Project Name or Number: Bus Systems Mobile Access Routers 2020

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$	Sound Transit will cover the cost 100% as the installation of these units is on Sound Transit buses.
Grant/Other Amounts	\$ 293,026.35	
Total Expenditure	\$ 293,026.35	

**BACKGROUND:**

Pierce Transit has been subscribing to an aging radio infrastructure to provide data services to its fleet of vehicles. In order to modernize, Pierce Transit has been migrating data capabilities to mobile access routers (MARS). This allows the vehicles to transmit and receive data from cellular carriers instead of relying on the obsolete radio network. The Shuttle and Pierce Transit fixed route vehicles have already been migrated and the next step is to procure and install the routers in the Sound Transit vehicles. A task order has already been issued by Sound Transit to cover the cost of the routers and the additional licensing required to move the fleet from the data radio to cellular data.

We reviewed the models that will best meet the current and future needs of the fleet and selected the CradlePoint IBR1700 operating on FirstNet network. It easily integrates with the management of the current CradlePoint enabled vehicles and allows for expansion to handle Next Gen ORCA and several other systems slated to go online in the future.

The cost of the modems and ancillary equipment for 132 busses comes to \$266,387.59. With a 10% contingency for extra installation materials and spare equipment the total requested is \$293,026.35.

STAFF RECOMMENDATION:

Approve the purchase of the MARS routers.

ALTERNATIVES:

1. Do not procure the modems. This would force Pierce Transit to continue paying the CCN for operating on the current data radios and relying on increasing hard to procure replacement parts when maintenance is required. As we are the only agency to use these radios the burden of the upkeep is shouldered solely by us.
2. Delaying the purchase. This is not recommended since it will delay the transition, costing us additional subscription fees to the CCN, and put us at an increased risk of a failure of the old data radio.

PROPOSED MOTION:

Move to: Authorize the purchase of the mobile access routers (MARS) routers from CDW in an amount not to exceed \$293,026.35.

TITLE: Authority to Execute Amendment No. 1 with ELTEC Systems, LLC, Contract PT-79-16, to Increase the Contract Amount by \$150,00 for Elevator Routine and Required Compliance Maintenance and Repairs

DIVISION: Maintenance

SUBMITTED BY: Larry McCarty, Facilities Maintenance Manager

RELATED ACTION:

ATTACHMENTS: None

RELATION TO STRATEGIC PLAN: Financial

**BUDGET INFORMATION**

Is it Budgeted?  Yes /  No

Project Name or Number: PT-79-16

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 150,000	This request will authorize the funds required to allow for the continuation of routine and required code compliance maintenance and repairs. The current contract balance is 25,313.73. The funds for this increase will be allocated from the Facilities operating budget.
Grant/Other Amounts	\$	
Total Expenditure	\$ 150,000	

**BACKGROUND:**

Contract PT-79-16 was awarded to ELTEC Systems, LLC after a competitive bid process was completed and was authorized/executed by the Chief Executive Officer by board-delegated signing authority. The contract is for routine monthly service, unplanned repairs, entrapment response services, and select code required testing on seven elevators and one material lift. The unplanned repairs, code required upgrades, and testing expenditures have exceeded the estimated expenditures in the original contract authority. This includes pending code required upgrades and testing in the amount of \$32,737.75 for a replacement fire recall system and a required 5-year rupture valve test.

To ensure there will be adequate funding, the request is to increase the contract expenditure limit for this contract to adjust for the impact of the unplanned repairs and code compliance requirements. This request is for a \$150,000 increase in the contract amount from \$200,000 to \$350,000 to carry through to January 2022 which is the full term of the contract. This additional \$150,000 funding request will provide the necessary funding for the routine monthly maintenance and the contingency funding for unplanned repairs, testing, and entrapment response services.

STAFF RECOMMENDATION:

Authorize an increase in the Board approved contract expenditure limit from \$200,000 to \$350,000 for Contract PT-79-16 to allow for the routine monthly service work and estimated expense contingency for the unplanned repairs and code compliance maintenance.

ALTERNATIVES:

Do not authorize increased contract amount. This is not recommended as the agency would be without contracted elevator maintenance services. The result would be regulatory non-compliance and the loss of use of these conveyances.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to enter into and execute Amendment No. 1 with ELTEC Systems, LLC, to increase the contract amount by \$150,000 for a total not to exceed contract amount of \$350,000 for purposes of executing elevator routine and required compliance maintenance and repairs.



TITLE: Authority to Execute Amendment No. 2 with Parametrix (Contract PT-18-19) for Preconstruction Advisory Services for the Proposed Bus Rapid Transit Pacific Avenue/State Route 7 Corridor Project

DIVISION: Finance

SUBMITTED BY: Sean Robertson, Sr. Construction PM

RELATED ACTION:

Resolution No. 2019-008A, adopting the Locally Preferred Alternative’s Running Way Option and Access to Tacoma Dome Station Option for the Pacific Avenue/SR 7 Corridor Bus Rapid Transit Project.

Resolution No. 18-025, adopting the Locally Preferred Alternative (LPA), Mode, Termini and Alignment for the Proposed Pacific Avenue / State Route 7 Corridor Bus Rapid Transit Project.

Resolution No. 19-042 Authorizing the Chief Executive Officer to Execute a Funding Agreement Providing for Sound Transit to Contribute Funds to Pierce Transit for Bus Capital Enhancements for Speed, Reliability, and Convenience along Pacific Avenue/State Route 7 Corridor Bus Rapid Transit Project.

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Customer

**BUDGET INFORMATION**

Is it Budgeted?  Yes /  No

Project Name or Number: BRT Pacific Ave/SR7 - Project Number 0563

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$	Amend Contract with Parametrix for preconstruction advisory services in the amount not exceeding \$669,145.00, to be funded by means of the Funding Agreement between Sound Transit and Pierce Transit for Bus Capital Enhancements for Speed, Reliability, and Convenience along Pacific Avenue/State Route 7 Corridor Bus Rapid Transit Project. The total BRT project budget is \$149,760,000.
Grant/Existing Contract	\$ 102,862	
Grant/Amendment Amount	\$ 566,283.00	
Total Expenditure	\$ 669,145.00	

BACKGROUND:

Pierce Transit (PT), in cooperation with the Federal Transit Administration (FTA) and Sound Transit, is implementing a new corridor-based Bus Rapid Transit (BRT) system in a north-south corridor connecting the city of Tacoma's central business district to the Tacoma Dome Station (TDS), Parkland and Spanaway. The corridor is currently served by the Route 1, which has the highest ridership of any PT route. In 2017, the BRT portion of the Route 1 saw more than 1 million boardings, accounting for 12 percent of PT's total ridership.

The BRT system is expected to provide the following:

- Safe, fast, and reliable transportation that will connect the South Sound community
- Time-saving escape from gridlock with relaxing, frequent service and state-of-the-art buses that can comfortably hold up to 90 passengers and have amenities such as Wi-Fi and multiple boarding doors.
- A fast ride that rivals car travel times, with buses arriving every 10-15 minutes
- New BRT Stations which feature pre-payment options, real-time travel info and weather protection
- Accessibility to all with level boarding for bikes, strollers, wheel chairs and pedestrians
- Environmentally-friendly, high-speed transit for a fraction of the cost of rail modes
- A uniquely branded system that is easy to understand and use
- Better opportunities for economic development along the corridor

Pierce Transit advertised a Request for Qualifications (RFQ) in March 2019 for professional consultant services for the BRT project. Statements of Qualifications were accepted until 5:00pm on April 3, 2019. A selection committee reviewed the consultants and chose Parametrix as the most qualified consultant to lead the General Contractor/Construction Manager (GC/CM) advisory services for the BRT Pacific Ave/SR7 Project.

Parametrix provided a proposal for preliminary consulting services dated May 8<sup>th</sup>, 2019. A \$102,862 contract has already been authorized by the CEO to allow Parametrix to work on important preliminary work. This preliminary work included support presenting the project to the States Capital Projects Advisory Review Board (CPARB) Project Review Committee (PRC) as well as supporting the RFQ/PA process to select a GC/CM. Parametrix along with Piece Transit successfully gained approval from the PRC to move forward with the GC/CM project delivery method on July 25<sup>th</sup>, 2019. Parametrix continued to support Pierce Transit through the RFQ/PA process which resulted in choosing Granite Construction as our GC/CM to support the project during Preconstruction services.

This proposed action item seeks to expand the scope of this contract to include all preconstruction support services needed from Parametrix, which include but are not limited to Project Management Support, Budget Development, Schedule Development, Project Review, Electrical Subcontracts (EC/CM) Support, and Utility Due Diligence.

The contract is expected to span two years with BRT construction starting in 2021.

The funds for this contract will come from the \$60 million Sound Transit 3 funding agreement that is the subject of Resolution No. 19-042 adopted by the Board on August 12, 2019.

STAFF RECOMMENDATION:

Amend contract PT-18-19 with Parametrix to provide preconstruction advisory services for the BRT Pacific Ave/SR7 Project.

ALTERNATIVES:

Reject the Parametrix proposal and complete work in-house. The project already has an aggressive schedule which includes having an operational BRT system by the start of 2023. This would delay the schedule and result in a later operational completion date.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to enter into and execute Amendment No. 2 with Parametrix, Contract No. PT-18-19, to provide preconstruction advisory services for the proposed Bus Rapid Transit Pacific Avenue / State Route 7 Project in a not to exceed amount of \$669,145.

**TITLE:** A RESOLUTION of the Board of Commissioners of Pierce Transit Proclaiming an Emergency Due to the Public Health Risks Caused by the Outbreak of COVID-19 Pursuant to RCW 38.52; Ratifying the Emergency Declarations and Related Actions Authorized by the CEO; Waiving Certain Procurement Requirements; Ratifying Temporary Administrative Leave Policies and Procurement Contracts Relating to the Emergency; and Authorizing the CEO to Utilize Emergency Powers Granted to Municipal Corporations Pursuant to RCW 38.52

**DIVISION:** Executive

**SUBMITTED BY:** Sue Dreier, Chief Executive Officer

**RELATED ACTION:** N/A

**ATTACHMENTS:**

**RELATION TO STRATEGIC PLAN:** Customer

Proposed Resolution

Exhibit A, Emergency Declaration dated March 5, 2020, Suspending Procurement Procedures

Exhibit B, List of Contracts for Ratification Under the Emergency Declaration

Exhibit C, Emergency Declaration and Addendum to Pay Policies dated March 16, 2020 to Board of Commissioners

Exhibit C-1, Emergency Declaration dated March 16, 2020 to the Amalgamated Transit Union

Exhibit D, Temporary Supplemental Administrative Leave Policy

Exhibit E, March 26, 2020, Press Release Relating to Temporary Reduction in Service Levels (28 percent reduction)

Exhibit F, April 2, 2020, Press Release Relating to Further Temporary Reduction in Service Levels (Modified Sunday Service Level)

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**BACKGROUND:**

On February 20, 2020, Governor Jay Inslee issued Emergency Proclamation 20-05 proclaiming a State of Emergency in all counties in Washington state relating to COVID-19. COVID-19 is a new virus strain spreading from person-to-

person and has the potential to cause severe illness in some people and poses a large threat to overwhelming medical and hospital resources to treat patients due to its rapid rate of spread.

On February 29, 2020, Washington State Governor Jay Inslee declared a State of Emergency in response to the new cases of COVID-19, directing schools, restaurants and gyms to close and strongly encouraging people to stay home. On March 23, 2020, Governor Jay Inslee further issued a statewide stay-at-home ordinance ordering all people to stay in their homes for at least two weeks except for those who work in the capacity of serving essential services during the emergency crisis or to obtain essential goods and services. The result of the Emergency Declaration and restrictions imposed on public activities and contact in response to the spread of COVID-19 has caused new and unexpected challenges to Pierce Transit employees and riders.

In response to the outbreak of COVID-19, the Chief Executive Officer took the following actions in order to maintain continuity of operations and protect and maintain the health of employees and riders during the COVID-19 outbreak:

- March 5, 2020 - Issued a Declaration of Emergency pursuant to Pierce Transit Code Section 3.13.080 – Emergencies, waiving procurement requirements (Exhibit A). A list of contracts executed under the Emergency Declaration to be ratified are detailed in Exhibit B.
- March 16, 2020 - Issued communication to the Board of Commissioners (Exhibit C) notifying them of the Declaration of Emergency and that Addendum to Pay Policies were being implemented that would allow employees eligible for COVID-19 Administrative Leave, which defined as up to 80 hours of paid leave during the 14 days of required self-quarantine under specific circumstances. The memo discussed next steps of communication with the Amalgamated Transit Union President.
- March 16, 2020 – After receiving authority from the Chair and Vice Chair of the Pierce Transit Board, provided notice to the Amalgamated Transit Union (ATU) Local 758 (Exhibit C-1) that management may exercise broad powers under emergency conditions (in accordance with Article 6 – Management Rights, Section B, Item 7) to manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the Employer has not specifically abridged or delegated. These management rights may include decisions including but not limited to adjustments in service levels, modifications to routes and staffing resources.
- March 16, 2020 - A formal temporary Supplemental Administrative Leave Policy (Exhibit D) was authorized by the Chief Executive Officer (effective March 17, 2020) to offer employees providing essential services with supplemental paid leave to reduce the risk of transmission of COVID-19 in the workplace. This leave policy is distinct from and in addition to other types of leave available pursuant to Pierce Transit policy and contractual leave benefits. The costs associated with this policy are dependent on the number of employees who qualify for and use Supplemental Administrative Leave. While some of the leave is additional to the regular employee accrual rate, much of the leave permitted in the policy uses employees' existing leave banks or will be replenished by future leave accruals. The costs associated with this policy are dependent on the number of employees who qualify for and use Supplemental Administrative Leave.
- March 21, 2020 – In consultation with the Chair/Vice Chair of the Board, the Chief Executive Officer suspended fares on all Pierce Transit services to help prevent the transmission of the COVID-19 by reducing person-to-person contact pursuant to Pierce Transit Code Section 3.72.100 – special rate of fares.

- March 23, 2020 – In consultation with the Chair/Vice Chair of the Board, the Chief Executive Officer ordered a temporary 28 percent reduction to Pierce Transit Service as defined in Exhibit E, to go into effect Monday, March 30, 2020.
- April 2, 2020 – In consultation with the Chair/Vice Chair of the Board, Effective April 6, 2020, Pierce Transit moved to a temporary modified Sunday Service level until further notice, as defined in Exhibit F, due to Pierce Transit's ridership being down 64 percent compared from March 2019. The reduced service levels take into consideration lower ridership and staffing levels, while also allowing for social distancing between customers on buses.

### **Authorizing the CEO to utilize certain emergency powers pursuant to RCW 38.52**

The COVID-19 pandemic hit our communities, including Pierce Transit, swiftly and suddenly, resulting in the need for immediate action to be taken to protect the health and safety of Pierce Transit's employees and customers and the financial health of the agency. As the pandemic evolves, Pierce Transit needs to be able to react in a nimble manner to continue to protect the health and safety of its employees and customers and to secure the financial sustainability of the agency. The proposed resolution delineates the actions the CEO is authorized to take under this emergency declaration in concert with consultation with the Chair and/or Vice Chair of the Board. Actions include the following:

- a. To take any other emergency protective measures deemed appropriate to protect the safety of employees and riders; and
- b. To take actions deemed necessary to protect the health and safety of personnel and property including any necessary actions needed to obtain emergency supplies through municipal, county, state, or federal agencies;
- c. To use Federal formula funds for emergency-related capital and operating expenses to the extent permitted by the Federal Transit Administration and to request relief from Federal requirements under 49 U.S.C. Chapter 53 as well as non-statutory FTA requirements;
- d. To utilize any and all available financial or regulatory relief available under future emergency relief related orders from Federal and State authorities;
- e. To modify routes, schedules and service hours;
- f. To make decisions about staffing levels and modify and reassign job duties as needed;
- g. To suspend and/or implement any other policies or standard practices as needed to preserve the safety of our staff, riders and the community at large.

The CEO shall prepare a written report to the full Board in a reasonable amount of time for Board ratification detailing all actions exercised under this emergency declaration.

STAFF RECOMMENDATION:

Approve Resolution No. 2020-xxx, declaring that an Emergency exists due to the COVID-19 outbreak and authorizing the CEO to utilize emergency powers granted to municipal corporations pursuant to RCW 38.52 and ratifying previous actions that the Chief Executive Officer has taken to maintain the continuity of operations and to protect the health and safety of employees and riders.

ALTERNATIVES:

Do not approve the proposed emergency declaration and do not ratify previous actions authorized by the Chief Executive Officer and modify the emergency powers authorized to the Chief Executive Officer. This is not recommended as Pierce Transit needs to operate efficiently and without interruption.

PROPOSED MOTION:

Move to: Approve Resolution No. 2020-010, declaring that an Emergency exists due to the COVID-19 outbreak and authorizing the CEO to utilize emergency powers granted to municipal corporations pursuant to RCW 38.52 and ratifying previous actions that the Chief Executive Officer has taken as described in Exhibits A-F to maintain the continuity of operations and to protect the health and safety of employees and riders.

**RESOLUTION NO. 2020-010**

;

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Proclaiming an Emergency Due to the Public  
2 Health Risks Caused by the Outbreak of COVID-19; Ratifying the Emergency Declarations Authorized by the  
3 CEO; Waiving Certain Procurement Requirements; Ratifying Temporary Administrative Leave Policies and  
4 Procurement Contracts Relating to the Emergency; Ratifying Temporary Emergency Service Cuts; and  
5 Authorizing the CEO to Take Other Steps Necessary to Respond to the Emergency  
6

7 WHEREAS, On January 21, 2020, the US centers for Disease Control and Prevention and the  
8 Washington State Department of Health announced the first case of 2019 Novel Coronavirus (COVID-19) in  
9 the United States and in Washington State; and

10 WHEREAS, COVID-19 is a new virus strain spreading from person-to-person and has the potential to  
11 cause severe illness in some people and poses a large threat to overwhelming medical and hospital resources  
12 to treat patients due to its rapid rate of spread; and

13 WHEREAS, on February 29, 2020, Washington State Governor Jay Inslee declared a State of Emergency  
14 in response to the new cases of COVID-19; and

15 WHEREAS, on March 23, 2020, Governor Jay Inslee further issued a statewide stay-at-home  
16 ordinance ordering all people to stay in their homes for at least two weeks except for those who work in the  
17 capacity of serving essential services during the emergency crisis or to obtain essential goods and services;  
18 and

19 WHEREAS, the result of the declaration of a State of Emergency and restrictions imposed on public  
20 activities and contact in response to the spread of COVID-19 has caused new and unexpected challenges to  
21 Pierce Transit employees and riders; and

22 WHEREAS, the severity of the event may go beyond the capability of local resources and the duration of  
23 the event is unknown; and

24 WHEREAS, in response to the outbreak of COVID-19, the Chief Executive Officer issued a Declaration of  
25 Emergency on March 5, 2020, pursuant to Pierce Transit Code Section 3.13.080 – Emergencies, waiving  
26 procurement requirements; and

27 WHEREAS, The Chief Executive Officer issued an Emergency Declaration and Notice of Addendum of  
28 Pay Policies on March 16, 2020, (Exhibit C) to the Board of Commissioners notifying them of the Emergency and  
29 that Addendum to Pay Policies were being implemented and made effective March 17, 2020, and  
30 communicated the next steps of communication with the Amalgamated Transit Union President; and



1           WHEREAS, The Chief Executive Officer subsequently issued an Emergency Declaration on March 16,  
2 2020, to the Amalgamated Transit Union (ATU) Local 758 (Exhibit C-1) providing notice that management may  
3 exercise broad powers under emergency conditions (in accordance with Article 6 – Management Rights, Section  
4 B, Item 7) to manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority  
5 which the Employer has not specifically abridged or delegated. These management rights may include decisions  
6 including but not limited to adjustments in service levels, modifications to routes and staffing resources; and

7           WHEREAS, a Temporary Supplemental Administrative Leave Policy (Exhibit D) was authorized by the  
8 Chief Executive Officer on March 17, 2020, to offer employees providing essential services with supplemental  
9 paid leave to reduce the risk of transmission of COVID-19 in the workplace; and

10           WHEREAS, As of Monday, March 30, 2020, and as authorized by the Chief Executive Officer, Pierce  
11 Transit temporarily reduced its weekday service levels by approximately 28 percent (Exhibit E) with weekday  
12 routes generally starting and ending at their regular weekday timeframes, with buses running less often; and

13           WHEREAS, beginning Monday, April 6, 2020, and as authorized by the Chief Executive Officer, Pierce  
14 Transit temporarily moved to a modified Sunday service level due to ridership being down by 64 percent from  
15 March 2019 and also to allow for social distancing of its customers on buses.

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

17           Section 1. A state of emergency exists, as set forth by RCW 38.52 as a result of the spread of COVID-  
18 19 throughout Washington State and into Pierce County. The outbreak of COVID-19, the risk of transmission  
19 thereof, and the health effects of COVID-19 significantly impacts the life and health of those living and  
20 working in Pierce County, as well as every aspect of operations at Pierce Transit such that it constitutes a  
21 public emergency that affects life, health and public peace; and

22           Section 2. The Emergency Declaration issued by the Chief Executive Officer on March 5, 2020,  
23 attached hereto as Exhibit A, relating to the waiving of procurement procedures is hereby ratified. The  
24 contracts executed during the COVID-19 emergency, which are identified in Exhibit B and attached hereto,  
25 are hereby ratified.

26           Section 3. The Emergency Declaration and Addendum to Pay Policies issued by the Chief Executive  
27 Officer to the Board of Commissioners on March 16, 2020, declaring an emergency and notice of  
28 implementing temporary pay policies effective March 17, 2020, which is attached hereto as Exhibit C is  
29 hereby ratified.

1           Section 4. The Emergency Declaration issued by the Chief Executive Officer on March 16, 2020, to  
2 the Amalgamated Transit Union (ATU) Local 758 providing notice that management may exercise broad powers  
3 under emergency conditions (in accordance with Article 6 – Management Rights, Section B, Item 7), attached  
4 hereto as Exhibit C-1 and attached hereto is hereby ratified; and

5           Section 5. The Temporary Administrative Leave Policy – Personnel Policy Number 4.4 attached  
6 hereto as Exhibit D is hereby ratified. The Chief Executive Officer is authorized to make modifications and/or  
7 revoke provisions as necessary to manage the response to the COVID-19 emergency; and

8           Section 6. The temporary 28 percent reduction to Pierce Transit service as authorized by the Chief  
9 Executive Officer effective March 30, 2020, and as described in Exhibit E and attached hereto, is hereby  
10 ratified. It is deemed that any requirement of a public hearing pursuant to Pierce Transit Code Section  
11 1.60.010 (A) prior to reducing service is waived due to the COVID-19 Emergency. It is further deemed that  
12 any noticing requirements relating to the reduction of service is pursuant to Pierce Transit Code Section  
13 1.60.010 (B) are waived; and

14           Section 7. Further temporary service reductions by moving to a modified Sunday Service level as  
15 authorized by the Chief Executive Officer, and as described in Exhibit F and attached hereto, is hereby  
16 ratified.

17           Section 8. In response to the State of Emergency, the Board of Commissioners hereby grants  
18 emergency powers listed below to the Pierce Transit Chief Executive Officer pursuant to RCW 38.52.

- 19           a. To take any other emergency protective measures deemed appropriate to protect the  
20           safety of employees and riders; and
- 21           b. To take actions deemed necessary to protect the health and safety of personnel and  
22           property including any necessary actions needed to obtain emergency supplies through  
23           municipal, county, state, or federal agencies;
- 24           c. To use Federal formula funds for emergency-related capital and operating expenses to the  
25           extent permitted by the Federal Transit Administration and to request relief from Federal  
26           requirements under 49 U.S.C. Chapter 53 as well as non-statutory FTA requirements;
- 27           d. To utilize any and all available financial or regulatory relief available under future  
28           emergency relief related orders from Federal and State authorities;
- 29           e. To modify routes, schedules and service hours;
- 30           f. To make decisions about staffing levels and modify and reassign job duties as needed;

1 g. To suspend and/or implement any other policies or standard practices as needed to  
2 preserve the safety of our staff, riders and the community at large.

3 Section 9. The CEO shall prepare a written report for Board ratification detailing all future actions  
4 exercised under this emergency declaration.

5 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
6 the 13th day of April 2020.

7 PIERCE TRANSIT

8  
9  
10 \_\_\_\_\_  
11 Victoria Woodards, Chair  
12 Board of Commissioners  
13

14 ATTEST/AUTHENTICATED

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

DECLARATION OF EMERGENCY FOR PROCUREMENT OF PUBLIC WORKS, GOODS  
AND SERVICES RELATED TO COVID-19 VIRUS PREVENTION

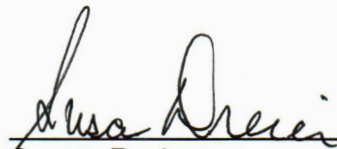
Effective immediately, all procurements for goods and services directly related to Pierce Transit's response to the coronavirus (also known as COVID-19) are excepted from competitive solicitation requirements per the following statute and Procurement Policy:

RCW 39.04.28)

2.(b) If an emergency exists, the person or persons designated by the governing body of the municipality to act in the event of an emergency may declare an emergency situation exists, waive competitive bidding requirements, and award all necessary contracts on behalf of the municipality to address the emergency situation. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record no later than two weeks following the award of the contract.

In accordance with Pierce Transit Procurement Policy, as soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and listing of the item(s) procured under the contract. All emergency procurements shall be reported to the Board at the next subsequent meeting for ratification.

Dated this 5<sup>th</sup> day of March 2020



\_\_\_\_\_  
Susan Dreier  
Chief Executive Officer



## MEMO

**TO:** Board of Commissioners

**FROM:** Sue Dreier, Chief Executive Officer

**DATE:** April 3, 2020


**SUBJECT:** Ratification of Contracts Executed Under the COVID-19 Emergency Declaration

Pursuant to Pierce Transit's procurement policies and Section 3.13.080 of the Pierce Transit Code, the Board of Commissioners shall ratify all contracts that were executed under a declaration of emergency. The following contracts listed below were executed under the COVID-19 Emergency Declaration, declared by the Chief Executive Officer on March 5, 2020, and were ratified by the Board of Commissioners at their April 13, 2020 Board Meeting.

Contract No.	Vendor	Purpose	Date of Execution	Expenditure Amount
1045	Top2Bottom Janitorial Services, LLC	Disinfecting of Buses	3/13/2020	NTE \$50,000
N/A	Pierce County Health Department	Interlocal Agreement for the use of one (1) 13-passenger van with wheelchair lift for transporting COVID-19 patients in Pierce County	3/25/2020	Use of capital asset
1054	Dell EMC	Purchase of 25 Dell Latitude 5401 Laptops to Support employees working from home.	3/26/2020	NTE \$44,000



**TO:** Pierce Transit Board of Commissioners

**FROM:** Sue Dreier, Chief Executive Officer 

**DATE:** March 16, 2020

**SUBJECT:** Declaration of Emergency and Addendum to Pay Policies

The Federal, State and most local governments have declared a State of Emergency due to the COVID – 19 outbreak. Pierce Transit needs to declare the same for several reasons:

1. Under RCW 39.04.280 Declaration of Emergency deals with Procurement practices. This Declaration has been done and will go before the Board on April 13th.
2. A second Declaration of Emergency must be filed with the ATU Local 758, Article 6- Management Rights, Subsection B, Item 7 whereas Pierce Transit may “Take any action necessary in condition of emergency, regardless of prior commitments, to carry out the mission of the employer.” (see attached). This will go to the Union today. It is important for two reasons: amended leave policies (below) and if service is reduced, we would have the ability to assign routes.

These two types of Emergency Declarations have been used on prior occasions such as the CNG fire in 2011. Each can be approved by the Board of Commissioners retroactively on April 13, 2020.

Pierce Transit is entering Phase 3 of the COVID-19 response. We are implementing the following amended leave policy, as briefed to the Chair and Vice Chair of the Board of Commissioners today:

Pierce Transit employees are eligible for COVID-19 Administrative Leave which is defined as up to 80 hours of paid leave during the 14 days of required self-quarantine under these circumstances:

- A person the employee resides with or has care of has tested positive for COVID -19
- The employee was exposed to a person at Pierce Transit that tested positive for COVID-19, and Pierce Transit requires you must self-quarantine
- The employee tests positive for COVID-19
- For employees who can work remotely, they may be asked to do so.

Pierce Transit employees may use sick leave or vacation leave to care for children during school closures.

Pierce Transit employees may utilize up to 80 hours of unearned sick leave, if current sick leave and vacation banks are exhausted, in order to care for children, family members and themselves.

**TO:** Isaac Tate, ATU President

**FROM:** Sue Dreier, Pierce Transit CEO



**DATE:** March 16, 2020

**SUBJECT:** Emergency Declaration

The United States of America, with Washington state at the epicenter, is experiencing a health emergency caused by Coronavirus and rapidly spreading cases of COVID-19. The President has declared a National Emergency, and state and local officials have issued emergency proclamations as well. On February 29, 2020, Washington State Governor Jay Inslee issued Emergency Proclamation 20-05, as follows: "On January 21, 2020, the Washington State Department of Health confirmed the first case of the novel coronavirus (COVID-19) in the United States in Snohomish County, Washington...I, Jay Inslee, Governor of the state of Washington, as a result of the above noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency exists in all counties in the state of Washington..."

This crisis has impacted Pierce Transit's ridership and employees, even before today's closure of many retail and other spaces in our communities. This emergency may require our agency to make changes to current duties and work in order to maintain as much service as possible to the community we serve. It is an almost certainty that we will need to reduce some service, either due to a federal, state or local directive, or staffing shortages or a lack of riders.

Therefore, I am approving a Declaration of Emergency Status effective immediately per the Master Agreement between Pierce Transit and ATU Local 758, Article 6 – Management Rights, Subsection B, Item 7 whereas Pierce Transit may "Take any action necessary in condition of emergency, regardless of prior commitments, to carry out the mission of the employer."

I believe current conditions meet these criteria and that if it is essential for management to have the ability to modify Operator, Supervisor and Maintenance work assignments as necessary to continue to provide service to our community.

Thank you for your cooperation during this challenging time. We value our employees, and are especially grateful to those who are on the job, providing direct service to our customers during this critical time.

cc: Board of Commissioners  
Amy Cleveland, Executive Director of Administration  
Mike Griffus, Executive Director of Service Delivery and Support



## Personnel Policy Number 4.4 SUPPLEMENTAL ADMINISTRATIVE LEAVE

Effective Date: March 17, 2020

Signed by:   
Chief Executive Officer

Revised:

Approved by: Executive Directors and Chief Executive officer

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### 4.4.1 POLICY STATEMENT

On February 29, 2020, Washington State Governor Jay Inslee issued Emergency Proclamation 20-05, proclaiming, "...a State of Emergency exists in all counties in the state of Washington..." related to COVID-19, a respiratory disease caused by a new virus called SARS-CoV-2. In addition, CEO Sue Dreier has issued an emergency declaration for Pierce Transit.

Due to this emergency, Pierce Transit is implementing some temporary policies including Supplemental Administrative Leave and other actions as outlined below.

### 4.4.2 PURPOSE OF POLICY CHANGES

The purpose of these policy changes is to provide employees with **Supplemental Administrative Leave** that is distinct from and in addition to other types of leave available pursuant to Pierce Transit policy and contractual leave benefits. It is in the best interest of all Pierce Transit employees to minimize the spread of COVID-19 to the extent possible. Accordingly, Pierce Transit's intent in providing this supplemental paid leave is to reduce the risk of transmission of COVID-19 in the workplace by increasing the likelihood that employees who test positive or exhibit any of the common symptoms of COVID-19 (fever, cough, or shortness of breath), or who reside with someone who tests positive or exhibits any of those symptoms, will remain away from the workplace until they no longer have the potential to infect others.

These additions and exceptions may be revised or revoked at the discretion of the CEO and are intended to be effective on a temporary basis during this emergency period.

### 4.4.3 POLICY IMPLEMENTATION

Pierce Transit is temporarily implementing the following provisions effective March 17, 2020:

1. If an **employee tests positive for COVID-19 or is directly exposed to someone who tests positive for COVID-19**, the employee will be provided with Supplemental Administrative



Leave of up to 80 hours. Pierce Transit retains the right to request written verification confirming the positive test or circumstances warranting self-quarantine, which may include a signed affidavit from the employee.

- a. **If the employee is ill with the COVID-19 virus**, the Supplemental Administrative Leave will be provided for up to 80 hours to recover and/or self-quarantine for the required period as determined by CDC guidelines.
  - b. If an exposed employee is otherwise healthy and Pierce Transit has determined that there are **no telework options for the employee**, the employee will be placed on Supplemental Administrative Leave for up to 80 hours to self-quarantine for the required period as determined by CDC guidelines. If an employee is directed to telework and declines to do so, the employee must use accrued leave or be in a leave without pay status for the time in self-quarantine.
2. During periods where service is reduced, **employees may choose to voluntarily take vacation, sick, or non-paid leave**. The regular procedures for sick leave occurrences will not apply during this time. Management will determine the number of additional days off which can be accommodated. Employees will follow their workgroup's request process (*i.e.*, submit absence/blue slips via the workgroup's regular process, email, or call in) to request the day(s) off. Approvals will be handled on a first come, first served basis if there is a limitation on available days.
3. **Sick leave balances will be permitted to go into negative status.**
- a. If employees are ill, they should remain at home. During this period of emergency, employees' sick leave balances may go into negative status up to 80 hours once all other leave accruals have been exhausted. Employees who utilize sick leave, or go into a negative sick leave balance, will not be penalized under the regular work rules or receive occurrences for these days.
  - b. Employees who appear too ill to be at work or who experience coughing, shortness of breath, or fever will be sent home. In the event this results in a negative sick leave balance, the employee will not be penalized under regular work rules or receive occurrences for these days.
  - c. Once employees return to work, their regular sick leave accruals will be applied to offset the negative balance, and any negative balance will not be used to issue discipline.
4. **One-time allocation of Supplemental Administrative Leave**  
Each employee is only eligible for up to 80 hours of supplemental administrative paid leave. Such leave covers all reasons listed in this emergency policy; there are not 80 hours available for each different scenario.

# Pierce Transit News Release

For Immediate Release

March 26, 2020

Contact: Rebecca Japhet, Communications Manager  
253.377.5436

[rjaphet@piercetransit.org](mailto:rjaphet@piercetransit.org)

## **Pierce Transit to reduce weekday bus service by 28% starting March 30**

***Reduced service levels in effect until further notice***

Starting Monday, March 30, Pierce Transit will reduce weekday bus service by about 28 percent until further notice. This week Pierce Transit's bus ridership is down 57 percent compared to March 2019. The reduced service levels will take into consideration lower ridership levels while also allowing room for social distancing between customers on buses.

"Pierce Transit ridership is down significantly, but we are still committed to providing this essential service during this challenging time for our community," said Pierce Transit CEO Sue Dreier. "Many people have no other way to get to a critical-service job, get food or to a medical appointment. Our goal is to continue providing public transportation services while approaching reductions in a measured, thoughtful way. Our employees are taking their jobs as essential workers very seriously, and I am proud of the work they are doing to serve our community during this time."

Under the reduced schedule, weekday routes will start and end around the same timeframe as a typical weekday, but buses will run less frequently. Routes will run as normal on weekends. Route 102 in Gig Harbor will not run during this time, since riders from the Gig Harbor area can reach Tacoma using other bus routes. Service reductions were planned to minimize impact on customers and ensure people still have early and late trips available to access jobs and other life needs.

During the new schedule, riders can find out when their next bus is coming by:

- Checking their routes on [PierceTransit.org/Pierce-Transit-Routes](https://www.piercetransit.org/Pierce-Transit-Routes). Updated weekday schedules will be posted March 29, with an updated Route and Schedule book posted to that webpage later today.
- Texting 253.533.7084 from their bus stop and entering the bus stop number found on the pole.
- Using a bus locator app, such as Transit or One Bus Away.

Riders can also use the agency's [Trip Planner](https://www.piercetransit.org/Trip-Planner), and sign up for route text alerts by visiting [PierceTransit.org/StayConnected](https://www.piercetransit.org/StayConnected).

(more)

Pierce Transit has instituted a number of steps aimed at increasing social distancing on buses between employees and the public, and amongst customers. Fare collection is suspended on buses and SHUTTLE vehicles until further notice, and customers are being asked to board buses using rear doors only, unless they need mobility assistance. The agency has also closed its administrative lobby and customer service lobby to the public.

Other options for getting information about Pierce Transit's services include:

- Toll-Free Line: 1.800.562.8109
- Bus or SHUTTLE paratransit TTY for hearing impaired: 711
- Pre-recorded information: 253.581.8000, Option 4
- PierceTransit.org
- PierceTransit.org/StayConnected for route-specific text alerts and general information

In an effort to keep as many people as possible in our community working, Pierce Transit is thinking creatively about ways to shift duties and accomplish the work needed as a result of the pandemic. The agency has offered bus operators the opportunity to take voluntary time off during this time. Every person who chooses this option keeps another person working. The agency has also ended overtime work and is offering impacted employees work on other types of projects needed now, such as cleaning and disinfecting buses and conducting verbal health screenings as employees arrive at work.

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# Pierce Transit News Release

For Immediate Release

April 2, 2020

Contact: Rebecca Japhet, Communications Manager  
253.377.5436

[rjaphet@piercetransit.org](mailto:rjaphet@piercetransit.org)

## Pierce Transit will move to modified Sunday service level starting April 6

***New service levels in effect until further notice***

Starting Monday, April 6, Pierce Transit will move to a modified Sunday service level until further notice. This week Pierce Transit's weekday bus ridership is down 64 percent compared to March 2019. The reduced service levels take into consideration lower ridership and staffing levels, while also allowing room for social distancing between customers on buses.

The reduced schedule will run as follows:

- **Sundays** – Regular Sunday schedule
- **Saturdays** – Sunday schedule
- **Weekdays** – Modified Sunday schedule. Routes on regular Sunday service except:
  - Routes 1, 3, 500: Extended morning and evening trips, and additional trips during peak travel times
  - Route 400: Does not typically run Sundays; limited trips will run during this new service
  - Routes 13, 63, 102, 425, 497 and the JBLM Connector: Temporary discontinuation of these routes that currently have very low ridership

During the new schedule, riders can find out when their next bus is coming by:

- Checking their routes on [PierceTransit.org/Change](https://www.piercetransit.org/Change). Updated schedules will be posted on each route page Sunday, April 5.
- Texting 253.533.7084 from their bus stop and entering the bus stop number found on the pole.
- Using a bus locator app, such as Transit or One Bus Away.
- Calling the agency's Customer Service Office at 253.581.8000, option 1, 1.

Riders can also sign up for route text alerts by visiting [PierceTransit.org/StayConnected](https://www.piercetransit.org/StayConnected).

(more)

Pierce Transit has instituted a number of steps aimed at increasing social distancing on buses between employees and the public, and amongst customers. Fare collection has been suspended on buses and SHUTTLE vehicles until further notice, and customers are being asked to board buses using rear doors only, unless they need mobility assistance. The agency has also closed its administrative lobby and customer service lobby to the public. Vehicles are being cleaned and disinfected daily, and buses are disinfected extra times throughout the day when they stop at transit centers.

#