

Meeting Location: Teleconference
Phone: 253-215-8782
Meeting ID: 835 5392 6874

Virtual Meeting Participation Information:

Due to the COVID-19 Pandemic and the Governor Proclamation 20-28 that is in effect, a physical meeting location will not be provided for this meeting. The public is welcome to attend the meeting by calling 1-253-215-8782 or 1-669-900-6833 and entering Meeting ID No. 83553926874, or by accessing <https://us02web.zoom.us/j/83553926874>.

Call to Order

Roll Call

Special Business

1. Update on CEO Recruitment Process

Marissa Karras
Karras Consulting

Presentations/Discussion

1. 2021 Q4 Financial Update
2. Operators of the Month for January through April 2021

Brett Freshwaters
Executive Director of Finance

Scott Gaines
Transportation Assistant Manager

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

Consent Agenda

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

1. Approval of Vouchers, April 1, 2021 – April 31, 2021
2. Approval of Minutes, April 12, 2021, Regular Board Meeting
3. FS 2021-019, Authority to Execute 10-Year Interlocal Agreement Between Pierce Transit and City of Tacoma Solid Waste Management Division for Use of Pierce Transit's CNG Fueling Facility During Emergencies
4. FS 2021-020, Authority to Execute Contract No. 1189 with CWA, Inc., (Bellair Charters) for Temporary Bus Storage and Vehicle Exercising to Maintain Operational Readiness as Needed During the Maintenance and Operations Base Improvement (MOBI) Construction Project

5. FS 2021-021, Authority to Amend the Capital Budget and Increase the Contract Authority Amount with Construct, Inc., (Contract No. 1064), for the Commerce Tunnel Refurbishment Project
6. FS 2021-022, Authorize the Execution of an Interagency Agreement Between Pierce Transit and Pierce County Department of Emergency Management Relating to the Conveyance of Two Vehicles to the Pierce County Department of Emergency Management for Use in Emergency Events

Action Agenda

1. FS 2021-023, Authority to Execute a Multi-Year Express Bus Service Operations and Maintenance Interagency Agreement with Sound Transit for Pierce Transit to Continue to Operate Regional Sound Transit Express Service Through December 31, 2028
Mike Griffus
Chief Operations Officer
2. FS 2021-024, Direct Staff to Schedule a Special Meeting in June to Consider Whether to Proceed with a Ballot Measure in November 2021 for Additional Sales Tax for Increased Bus Service
E.D. of Planning and Community Development
3. FS 2021-025, Authority to Update the Community Use Van Program and Direct staff to Proceed with the Implementation of a New Program
Penny Grellier
Community Development Administrator

Staff Updates

1. CEO's Report
CEO Sue Dreier

Informational Board Items

1. Chair Report
Chair Victoria Woodards
2. Sound Transit Update
Commissioner Keel
3. Puget Sound Regional Council Transportation Policy Board Update
Vice-Chair Marty Campbell
4. Commissioners' Comments

Executive Session

Adjournment

American Disability Act (ADA) accommodations are available with a 72-hour notice. Please contact the Clerk's office at 253-581-8066 for special accommodations.



Presentations

FINANCIAL STATUS
2020 Fourth Quarter Review

2020 Q4 Operating Revenue

Fiscal Year

Total revenue with CARES funding is 3% over budget.

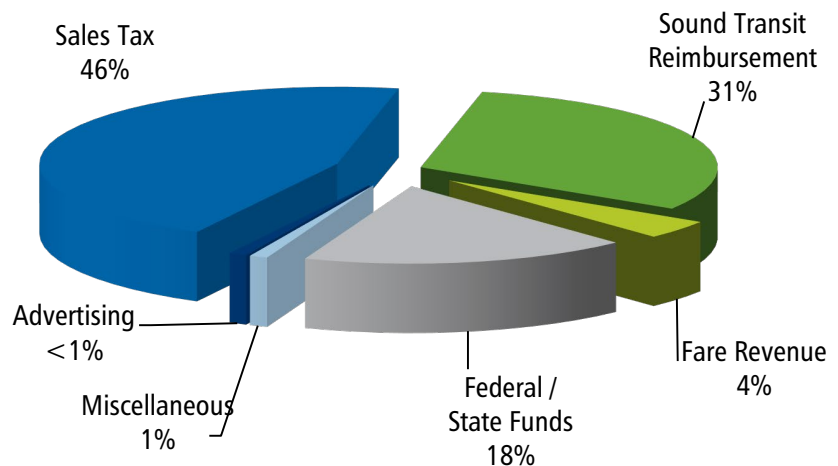
	2020 Budget	2020 Actual	% of Budget
Sales Tax	\$ 97,561,853	\$ 91,744,911	94%
Sound Transit Reimbursement	57,277,321	48,109,519	84%
Fare Revenue	11,363,904	6,391,850	56%
Federal / State Funds	2,956,180	27,548,949	932%
Miscellaneous *	1,676,414	2,419,115	144%
Advertising	340,000	515,512	152%
	\$ 171,175,672	\$ 176,729,855	103%

Highlights: Major Variances

Based on current economic conditions and impacts due to Covid-19, major revenue categories of Sales Tax, Sound Transit Reimbursement, and Fare Revenue have been negatively impacted

- Federal/State Funds - CARES Act funding has been received
- Miscellaneous - Gain on sale of assets and recoveries
- Advertising - Contractual agreement July - June

2020 Actual Revenues



* Miscellaneous includes: Combined Communication Network, interest on investment and miscellaneous non-transportation.

Sales Tax Summary

Fiscal Year

2018

2019

2020

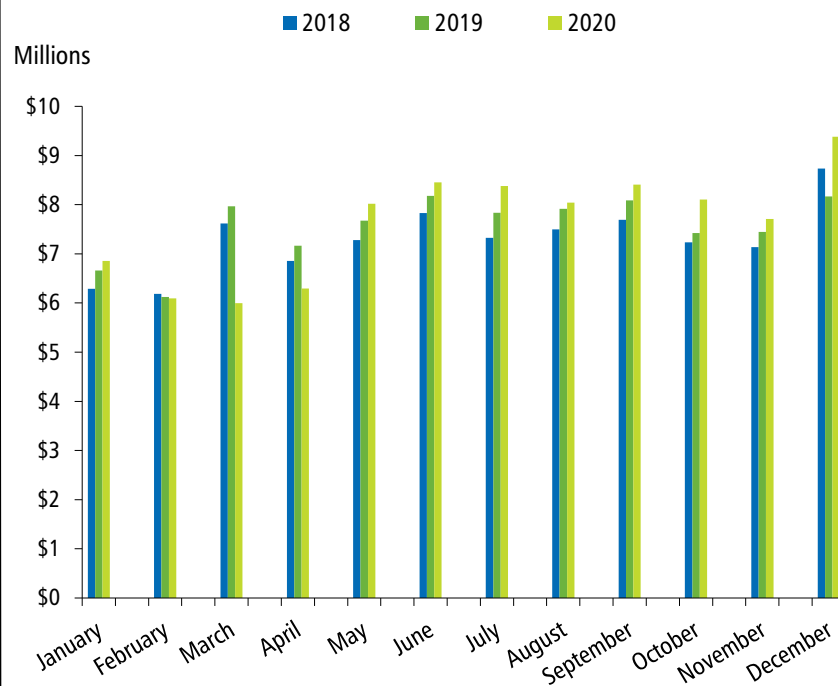
Sales tax collections were impacted by Covid-19

2020 collections are 1.21% over 2019 Actuals

Year-end collections are \$5.8 million under budget

January	\$	6,286,644	\$	6,661,763	\$	6,855,621
February		6,186,256		6,123,214		6,092,111
March		7,618,846		7,966,546		5,994,922
April		6,856,361		7,164,339		6,291,754
May		7,279,348		7,673,750		8,019,580
June		7,826,817		8,178,012		8,456,153
July		7,325,057		7,835,117		8,381,745
August		7,498,533		7,916,716		8,043,555
September		7,694,361		8,086,917		8,410,943
October		7,232,110		7,424,375		8,104,755
November		7,139,272		7,446,670		7,710,856
December		8,735,413		8,170,157		9,382,915
	\$	87,679,018	\$	90,647,576	\$	91,744,910

Actual Sales Tax Collections by Month



Sales tax revenue collections have two month gap between tax collection and payment to Pierce Transit.

Source: Pierce Transit sales tax report

**2020 Q4 Operating
Expense by Category**

Fiscal Year

	2020 Budget	2020 Actual	% of Budget
Wages & Benefits	\$ 105,789,739	\$ 91,146,692	86%
Maintenance & Operating	49,373,668	45,435,960	92%
	<u>\$ 155,163,407</u>	<u>\$ 136,582,652</u>	<u>88%</u>

Total expenditures
are 12% under
budget.

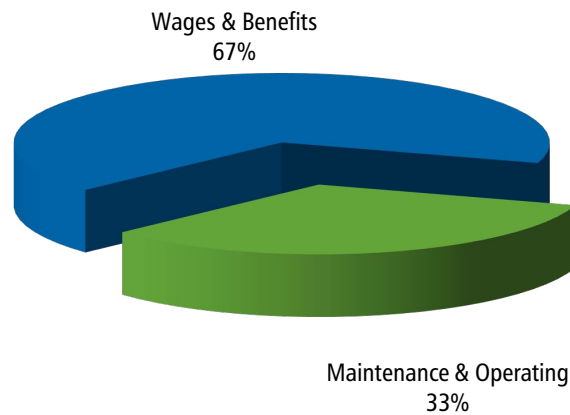
Highlights: Major Variances

Operating Expenditures are approximately \$18 million under budget.

- Wages & Benefits - Service reductions; furloughs, layoffs
- Maintenance & Operating - Essential spending for service

Wages & benefits
are 67% of total
expenditures.

2020
Actual Expenditures



2020 Q4 Self Insurance Expenditures

Total Self-
Insurance
expenditures
are under
budget.

	2020 Budget	2020 Actual	% of Budget
Workers' Comp. Insurance	\$ 2,741,330	\$ 1,758,366	64%
Unemployment Insurance	150,000	391,280	261%
	<u>\$ 2,891,330</u>	<u>\$ 2,149,646</u>	<u>74%</u>

Highlight:

- Lower frequency and duration of workers compensation claims.
- Unemployment insurance expense has exceeded budget. Our partner, Pierce County, has provided CARES Act funding by reimbursing our employment costs.

2020 Net Income		Operating	Capital	Insurance	Total
2020 Budget					
Revenue	\$	171,175,672	\$ 61,823,277	\$ 60,000	\$ 233,058,949
Expenses		155,163,407	132,965,521	2,891,330	291,020,258
Net Income/(Loss)	\$	16,012,265	\$ (71,142,244)	\$ (2,831,330)	\$ (57,961,309)
2020 Actual					
Revenue	\$	176,729,855	\$ 12,634,965	\$ 30,493	\$ 189,395,313
Expenses		136,582,652	22,015,014	2,149,646	160,747,312
Net Income/(Loss)	\$	40,147,203	\$ (9,380,049)	\$ (2,119,153)	\$ 28,648,001
Over/(Under) Budget					
Revenue	\$	5,554,183	\$ (49,188,312)	\$ (29,507)	\$ (43,663,636)
Expenses		(18,580,755)	(110,950,507)	(741,684)	130,272,946
Net Income/(Loss)	\$	24,134,938	\$ 61,762,195	\$ 712,177	\$ 86,609,310
2020 Ending Balances		2020 Budget	2020 Actual	\$ Variance	
	Operating	\$ 39,398,804	\$ 72,590,542	\$	33,191,738
	Capital	14,767,927	67,857,434		53,089,507
	Insurance	2,000,000	3,615,475		1,615,475
	Ending Balances	\$ 56,166,731	\$ 144,063,451	\$	87,896,720



Consent Agenda

PIERCE TRANSIT
Board Payments Over \$50,000
Payments From: Apr 1, 2021 to Apr 30, 2021
Cash and Investment Balance: 135,732,895.77

Payment Numbers CK 00375877 through CK 00376105
 Wire Numbers EFT 00007140 through EFT 00007427
 No Advance Travel Checks
 Total \$23,794,554.42
 Payments in Excess of \$50,000 are as follows:

Operating Fund				
	Check	Vendor	Item/Service	Amount
CHK	00376018	PROPEL INSURANCE	RFD TRANSIT REV 03/21	71,949.78
CHK	00376085	PIERCE COUNTY BUDGET & FINANCE	POLICING EX DUTY 01/21	1,177,580.97
CHK	00376100	WA ST DEPT OF L&I - ELEVATOR	SELF INS RPT Q121	51,674.18
EFT	00007147	ASSOCIATED PETROLEUM	DIESEL USAGE	86,445.50
EFT	00007158	GILLIG LLC	MISC INVENTORY BUS PARTS	47,343.91
EFT	00007159	GOVERNMENTJOBS.COM INC	SUBSCR NEOGOV 03/21-03/22	117,118.37
EFT	00007177	PACIFIC POWER PRODUCTS	MISC INVENTORY BUS PARTS	273,528.34
EFT	00007198	GREAT WEST RETIREMENT	PP 07 2021 Empower	82,038.08
EFT	00007199	ICMA RETIREMENT	PP 07 2021 ICMA	230,943.79
EFT	00007252	AWC	AWC BGLI April 21	1,202,404.12
EFT	00007253	GIRO INC	SUPP HASTUS 04/21-04/22	222,549.00
EFT	00007261	ASSOCIATED PETROLEUM	DIESEL USAGE	83,281.31
EFT	00007264	BRIDGESTONE AMERICA	DAMAGED TIRES TAB10465 01/21	74,059.66
EFT	00007307	UNITED ENERGY TRADING LLC	CNG USAGE 03/21	59,855.67
EFT	00007317	US BANK CORPORATE PAYMENT SYST	MISC BUSINESS EXPENSES	45,451.41
EFT	00007318	GREAT WEST RETIREMENT	PP 08 2021 Empower	78,413.95
EFT	00007319	ICMA RETIREMENT	PP 08 2021 ICMA	219,117.53
EFT	00007324	ASSOCIATED PETROLEUM	DIESEL USAGE	87,775.51
EFT	00007352	SOUND TRANSIT	ST Farebox March 21	53,674.90
EFT	00007367	GILLIG LLC	MISC INVENTORY BUS PARTS	7,621.17
EFT	00007426	FIRST TRANSIT	FARE RECOVERY 03/21	459,767.03
Payments for Fund 1 Total				\$ 4,732,594.18
Self Insurance Fund				
	Check	Vendor	Item/Service	Amount
CHK	00376063	EMPLOYMENT SECURITY DEPT WASHI	UNEMPLOYMENT ERROR ADJ Q220	155,206.14
CHK	00376100	WA ST DEPT OF L&I - ELEVATOR	SELF INS RPT Q121	54,051.37
Payments for Fund 4 Total				\$ 209,257.51
Capital Fund				
	Check	Vendor	Item/Service	Amount
CHK	00376014	PEASE CONSTRUCTION, INC.	CONSTR BIRD TDS 03/21	51,838.98
EFT	00007158	GILLIG LLC	BUSES	8,374,592.85
EFT	00007210	CONSTRUCT, INC.	Bird Netting Comm 03/21	428,325.61
EFT	00007222	KPFF CONSULTING ENGINEERS	CIVIL SPANTC 01/30-02/26/21	50,788.06
EFT	00007255	ABSHER CONSTRUCTION COMPANY	CONSTR BMP 02/21	1,472,702.97
EFT	00007276	HUITT-ZOLLARS INC.	PRJMG T FUEL/WASH CIV 02/27/21	93,404.32
EFT	00007314	WSP USA, INC.	DESIGN BRT Pac/SR7 02/21	377,494.89
EFT	00007317	US BANK CORPORATE PAYMENT SYST	Antenna - PSO	6,603.52
EFT	00007367	GILLIG LLC	BUSES	5,797,795.05
EFT	00007423	WOOD HARBINGER INC	A&E SEC ENHANCE 03/08/21	50,652.23
Payments for Fund 9 Total				\$ 16,704,198.48
Total Payments in Excess of \$50,000.00				\$ 21,646,050.17

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Pierce Transit
Payment Certification for Apr 30, 2021
Payments Apr 1, 2021 to Apr 30, 2021

Payment Numbers CK 00375877 through CK 00376105
Wire Numbers EFT 00007140 through EFT 00007427
No Advance Travel Checks

Bank ID	Check Num	Check Date	Amount	Vendor Name
01	CHK	00375877 04/01/2021	1,307.80	20/10 PRODUCTS, INC
01	CHK	00375878 04/01/2021	288.53	AT&T
01	CHK	00375879 04/01/2021	6,393.57	AT&T
01	CHK	00375880 04/01/2021	6,074.52	AT&T
01	CHK	00375881 04/01/2021	147.50	ATU LOCAL 758 CORP
01	CHK	00375882 04/01/2021	60.00	BUILDERS EXCHANGE OF WA
01	CHK	00375883 04/01/2021	24.00	CITY OF LAKEWOOD
01	CHK	00375884 04/01/2021	578.52	CITY TREASURER - TPU
01	CHK	00375885 04/01/2021	7,534.80	CITY TREASURER - TPU
01	CHK	00375886 04/01/2021	100.14	COLONIAL SUPPLEMENTAL LIFE
01	CHK	00375887 04/01/2021	150.24	COMCAST
01	CHK	00375888 04/01/2021	240.18	COMCAST
01	CHK	00375889 04/01/2021	150.24	COMCAST
01	CHK	00375890 04/01/2021	2,058.49	COMPLETE COACH WORKS
01	CHK	00375891 04/01/2021	206.15	CREATIVE BUS SALES
01	CHK	00375892 04/01/2021	1,510.00	CURVED GLASS COMPANY
01	CHK	00375893 04/01/2021	181.30	DAILY JOURNAL OF COMMERCE INC
01	CHK	00375894 04/01/2021	44.93	FEDERAL EXPRESS CORP
01	CHK	00375895 04/01/2021	219.80	FLEET MOBILE LUBE-WASH INC
01	CHK	00375896 04/01/2021	3,232.18	GENES TOWING CORP
01	CHK	00375897 04/01/2021	431.93	GILCHRIST CHEVROLET
01	CHK	00375898 04/01/2021	2,500.00	GUEST COMMUNICATIONS COR
01	CHK	00375899 04/01/2021	242.36	HARBOR FREIGHT TOOLS
01	CHK	00375900 04/01/2021	533.45	HILTI INC
01	CHK	00375901 04/01/2021	205.50	IAM & AW
01	CHK	00375902 04/01/2021	1,080.00	IBI GROUP A CALIFORNIA PARTNER
01	CHK	00375903 04/01/2021	5,933.00	IMAGE 360
01	CHK	00375904 04/01/2021	749.25	JOHNSON CONTROLS
01	CHK	00375905 04/01/2021	1,063.85	LAWSON PRODUCTS INC
01	CHK	00375906 04/01/2021	3,412.00	MULTICARE HEALTH SYSTEM
01	CHK	00375907 04/01/2021	17.76	NATIONAL AUTO PARTS WAREHOUSE
01	CHK	00375908 04/01/2021	16.27	O'REILLY AUTO PARTS
01	CHK	00375909 04/01/2021	403.99	OFFICE DEPOT CORP
01	CHK	00375910 04/01/2021	420.15	PENINSULA LIGHT
01	CHK	00375911 04/01/2021	138.00	PROSHRED SEATTLE
01	CHK	00375912 04/01/2021	1,843.40	PUGET SOUND ENERGY
01	CHK	00375913 04/01/2021	650.51	PURCELL TIRE & RUBBER COMPANY
01	CHK	00375914 04/01/2021	93.96	REX PEGG FABRICS INC
01	CHK	00375915 04/01/2021	894.66	RPAI US MANAGEMENT LLC
01	CHK	00375916 04/01/2021	3,250.00	SIMON AND COMPANY INC
01	CHK	00375917 04/01/2021	502.32	SNIDER ENERGY
01	CHK	00375918 04/01/2021	373.36	SONITROL PACIFIC
01	CHK	00375919 04/01/2021	5,516.25	SM STEMPER ARCHITECTS PLLC
01	CHK	00375920 04/01/2021	96.57	TACOMA DAILY INDEX
01	CHK	00375921 04/01/2021	4,830.31	TACOMA MALL PARTNERSHIP
01	CHK	00375922 04/01/2021	36,487.18	VOYAGER FLEET SYSTEMS INC
01	CHK	00375923 04/01/2021	25.00	WA ST DEPT OF RETIREMENT SYSTE
01	CHK	00375924 04/01/2021	7,449.28	WSDOT
01	CHK	00375925 04/01/2021	150.00	WSDOT
01	CHK	00375926 04/01/2021	2,178.44	WALTER E NELSON CO.
01	CHK	00375927 04/08/2021	9,521.29	ALL PRO BUILDING MAINTENANCE
01	CHK	00375928 04/08/2021	28.06	AT&T
01	CHK	00375929 04/08/2021	52.75	AT&T
01	CHK	00375930 04/08/2021	444.20	AT&T
01	CHK	00375931 04/08/2021	80.08	AT&T
01	CHK	00375932 04/08/2021	1,025.00	ATU LOCAL 758 CORP
01	CHK	00375933 04/08/2021	113.48	BUNCE RENTALS INC
01	CHK	00375934 04/08/2021	37.50	CALIFORNIA STATE DISBURSEMENT
01	CHK	00375935 04/08/2021	581.60	CHAPTER 13 TRUSTEE
01	CHK	00375936 04/08/2021	474.46	CITY OF GIG HARBOR
01	CHK	00375937 04/08/2021	921.95	CITY TREASURER - TPU
01	CHK	00375938 04/08/2021	4,784.27	COLONIAL SUPPLEMENTAL LIFE
01	CHK	00375939 04/08/2021	395.59	COMCAST
01	CHK	00375940 04/08/2021	43.34	COMM ON POLITICAL EDUCATION
01	CHK	00375941 04/08/2021	287.00	COMMUNITY TRANSIT
01	CHK	00375942 04/08/2021	830.25	CUDA WASHINGTON
01	CHK	00375943 04/08/2021	689.88	DM RECYCLING CO INC
01	CHK	00375944 04/08/2021	357.20	DYNAMIC LANGUAGE
01	CHK	00375945 04/08/2021	6.02	FEDERAL EXPRESS CORP
01	CHK	00375946 04/08/2021	109.90	FLEET MOBILE LUBE-WASH INC
01	CHK	00375947 04/08/2021	116.09	FRUITLAND MUTUAL WATER COMPANY
01	CHK	00375948 04/08/2021	1,549.66	GENES TOWING CORP

01	CHK	00375949	04/08/2021	85.56	HARBOR FREIGHT TOOLS
01	CHK	00375950	04/08/2021	220.18	HAROLD LEMAY ENTERPRISES
01	CHK	00375951	04/08/2021	163.38	HOME DEPOT CREDIT SERVICES
01	CHK	00375952	04/08/2021	4,992.08	HULTZ BHU ENGINEERS INC.
01	CHK	00375953	04/08/2021	904.25	IAM & AW
01	CHK	00375954	04/08/2021	220.00	INTERNAL REVENUE SERVICE
01	CHK	00375955	04/08/2021	8.81	JOHN WREDE
01	CHK	00375956	04/08/2021	1,068.00	KING COUNTY METRO TRANSIT
01	CHK	00375957	04/08/2021	3,771.30	KING COUNTY FINANCE
01	CHK	00375958	04/08/2021	2.99	KITSAP TRANSIT
01	CHK	00375959	04/08/2021	60.38	L.N. CURTIS & SONS
01	CHK	00375960	04/08/2021	430.34	LAKEVIEW LIGHT & POWER CO
01	CHK	00375961	04/08/2021	729.00	LOWE'S COMPANIES INC
01	CHK	00375962	04/08/2021	15,081.47	MACHINISTS HEALTH &
01	CHK	00375963	04/08/2021	972.50	MICHAEL G MALAIER
01	CHK	00375964	04/08/2021	167.50	MISSOURI FAMILY SUPPORT PAYMEN
01	CHK	00375965	04/08/2021	914.37	MVP POSTER
01	CHK	00375966	04/08/2021	40,964.00	MYPAD3D INC
01	CHK	00375967	04/08/2021	136.40	NH DEPT OF H & HS
01	CHK	00375968	04/08/2021	155.70	NORTHWEST FASTENERS
01	CHK	00375969	04/08/2021	2,093.52	NORTHWEST IAM BENEFIT TRUST
01	CHK	00375970	04/08/2021	1,127.63	NYS CHILD SUPPORT PROCESSING
01	CHK	00375971	04/08/2021	37.44	O'REILLY AUTO PARTS
01	CHK	00375972	04/08/2021	1,206.01	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00375973	04/08/2021	141.40	PIERCE COUNTY RECYCLING LLC
01	CHK	00375974	04/08/2021	6,173.04	PUGET SOUND ENERGY
01	CHK	00375975	04/08/2021	1,150.27	QUADIENT LEASING USA INC
01	CHK	00375976	04/08/2021	244.72	SHERWIN-WILLIAMS (LKWD, CEDR)
01	CHK	00375977	04/08/2021	500.00	SOURCE PANEL
01	CHK	00375978	04/08/2021	19,460.50	SM STEMPE ARCHITECTS PLLC
01	CHK	00375979	04/08/2021	420.00	T-MOBILE USA, INC
01	CHK	00375980	04/08/2021	593.35	TX CHILD SUPPORT SDU
01	CHK	00375981	04/08/2021	494.00	THE NEWS TRIBUNE (SUBSCRIPTION
01	CHK	00375982	04/08/2021	1,053.34	UNITED WAY OF PIERCE COUNTY
01	CHK	00375983	04/15/2021	4,904.98	ALL PRO BUILDING MAINTENANCE
01	CHK	00375984	04/15/2021	31.03	AT&T
01	CHK	00375985	04/15/2021	68.14	AT&T
01	CHK	00375986	04/15/2021	242.55	AUTOZONE
01	CHK	00375987	04/15/2021	67.25	CENTURY LINK
01	CHK	00375988	04/15/2021	617.62	CENTURY LINK
01	CHK	00375989	04/15/2021	80.65	CENTURY LINK
01	CHK	00375990	04/15/2021	7,742.86	CENTURY LINK
01	CHK	00375991	04/15/2021	38,506.51	CITY OF LAKEWOOD
01	CHK	00375992	04/15/2021	3,027.62	CITY TREASURER - TPU
01	CHK	00375993	04/15/2021	178.50	CITY TREASURER - TPU
01	CHK	00375994	04/15/2021	140.24	COMCAST
01	CHK	00375995	04/15/2021	150.18	COMCAST
01	CHK	00375996	04/15/2021	155.18	COMCAST
01	CHK	00375997	04/15/2021	150.18	COMCAST
01	CHK	00375998	04/15/2021	175.09	COMCAST
01	CHK	00375999	04/15/2021	7,210.00	DAPHNE R. SCHNEIDER
01	CHK	00376000	04/15/2021	334.48	DM RECYCLING CO INC
01	CHK	00376001	04/15/2021	31.82	FEDERAL EXPRESS CORP
01	CHK	00376002	04/15/2021	6,484.10	FLEET MOBILE LUBE-WASH INC
01	CHK	00376003	04/15/2021	1,519.13	GENERAL MECHANICAL INC
01	CHK	00376004	04/15/2021	849.61	GENES TOWING CORP
01	CHK	00376005	04/15/2021	5,033.01	GILLIG LLC
01	CHK	00376006	04/15/2021	5,857.55	HAROLD LEMAY ENTERPRISES
01	CHK	00376007	04/15/2021	1,077.24	JOHNSON CONTROLS
01	CHK	00376008	04/15/2021	41,798.72	LAKEVIEW LIGHT & POWER CO
01	CHK	00376009	04/15/2021	366.40	LEMAY MOBILE SHREDDING
01	CHK	00376010	04/15/2021	736.82	LEVEL 3 (CENTURY LINK)
01	CHK	00376011	04/15/2021	4,854.52	LEVEL 3 (CENTURY LINK)
01	CHK	00376012	04/15/2021	373.00	MULTICARE HEALTH SYSTEM
01	CHK	00376013	04/15/2021	368.81	O'REILLY AUTO PARTS
01	CHK	00376014	04/15/2021	51,838.98	PEASE CONSTRUCTION, INC.
01	CHK	00376015	04/15/2021	398.16	PENINSULA LIGHT
01	CHK	00376016	04/15/2021	1,656.78	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00376017	04/15/2021	33.41	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00376018	04/15/2021	71,949.78	PROPEL INSURANCE
01	CHK	00376019	04/15/2021	16,876.72	PUGET SOUND ENERGY
01	CHK	00376020	04/15/2021	70.16	REX PEGG FABRICS INC
01	CHK	00376021	04/15/2021	237.87	ROSEN SUPPLY
01	CHK	00376022	04/15/2021	559.17	SNIDER ENERGY
01	CHK	00376023	04/15/2021	307.10	SPORTWORKS NORTHWEST INC
01	CHK	00376024	04/15/2021	25,899.76	SM STEMPE ARCHITECTS PLLC
01	CHK	00376025	04/15/2021	233.62	TERMINIX COMMERCIAL
01	CHK	00376026	04/22/2021	47,878.40	ATU LOCAL 758 CORP
01	CHK	00376027	04/22/2021	37.50	CALIFORNIA STATE DISBURSEMENT
01	CHK	00376028	04/22/2021	581.60	CHAPTER 13 TRUSTEE

01	CHK	00376029	04/22/2021	42,921.08	CITY OF LAKEWOOD
01	CHK	00376030	04/22/2021	5,325.45	CITY TREASURER - TPU
01	CHK	00376031	04/22/2021	80.00	CITY TREASURER - TPU
01	CHK	00376032	04/22/2021	150.24	COMCAST
01	CHK	00376033	04/22/2021	150.18	COMCAST
01	CHK	00376034	04/22/2021	579.60	COREX LLC
01	CHK	00376035	04/22/2021	46.40	CRT TOOLS
01	CHK	00376036	04/22/2021	2,191.06	CUDA WASHINGTON
01	CHK	00376037	04/22/2021	99.02	DISH
01	CHK	00376038	04/22/2021	4,409.74	FLEET MOBILE LUBE-WASH INC
01	CHK	00376039	04/22/2021	50.00	FORMFOX, INC.
01	CHK	00376040	04/22/2021	265.66	GENES TOWING CORP
01	CHK	00376041	04/22/2021	143.58	GILCHRIST CHEVROLET
01	CHK	00376042	04/22/2021	220.00	INTERNAL REVENUE SERVICE
01	CHK	00376043	04/22/2021	61.12	JON-DON
01	CHK	00376044	04/22/2021	4,316.80	KIEL NA LLC
01	CHK	00376045	04/22/2021	3,301.72	LAKEWOOD WATER DISTRICT
01	CHK	00376046	04/22/2021	3,194.79	LEVEL 3 (CENTURY LINK)
01	CHK	00376047	04/22/2021	972.50	MICHAEL G MALAIER
01	CHK	00376048	04/22/2021	167.50	MISSOURI FAMILY SUPPORT PAYMEN
01	CHK	00376049	04/22/2021	136.40	NH DEPT OF H & HS
01	CHK	00376050	04/22/2021	896.82	NYS CHILD SUPPORT PROCESSING
01	CHK	00376051	04/22/2021	74.89	O'REILLY AUTO PARTS
01	CHK	00376052	04/22/2021	311.05	OFFICE DEPOT CORP
01	CHK	00376053	04/22/2021	2,659.46	PACIFIC TORQUE
01	CHK	00376054	04/22/2021	367.50	PARKLAND LIGHT & WATER CO
01	CHK	00376055	04/22/2021	398.49	PUGET SOUND ENERGY
01	CHK	00376056	04/22/2021	978.94	REX PEGG FABRICS INC
01	CHK	00376057	04/22/2021	82.50	SPECTRA LABORATORIES LLC
01	CHK	00376058	04/22/2021	593.35	TX CHILD SUPPORT SDU
01	CHK	00376059	04/22/2021	1,053.34	UNITED WAY OF PIERCE COUNTY
01	CHK	00376060	04/22/2021	1,343.00	WALTER E NELSON CO.
01	CHK	00376061	04/22/2021	81.62	WESTERN PETERBILT
01	CHK	00376062	04/22/2021	252.75	WORKPOINTE
01	CHK	00376063	04/23/2021	155,206.14	EMPLOYMENT SECURITY DEPT WASHI
01	CHK	00376064	04/29/2021	120.00	BUILDERS EXCHANGE OF WA
01	CHK	00376065	04/29/2021	31.50	CHARLES COACHMAN
01	CHK	00376066	04/29/2021	26,783.85	CITY OF FEDERAL WAY
01	CHK	00376067	04/29/2021	674.59	CITY OF PUYALLUP
01	CHK	00376068	04/29/2021	1,009.44	CITY TREASURER - TPU
01	CHK	00376069	04/29/2021	150.24	COMCAST
01	CHK	00376070	04/29/2021	6,878.68	COMCAST
01	CHK	00376071	04/29/2021	171.50	DAILY JOURNAL OF COMMERCE INC
01	CHK	00376072	04/29/2021	10,000.00	DOWNTOWN ON THE GO
01	CHK	00376073	04/29/2021	677.77	FERRELLGAS
01	CHK	00376074	04/29/2021	265.66	GENES TOWING CORP
01	CHK	00376075	04/29/2021	1,516.30	GILCHRIST CHEVROLET
01	CHK	00376076	04/29/2021	19.80	HARBOR FREIGHT TOOLS
01	CHK	00376077	04/29/2021	712.32	JOHNSON CONTROLS
01	CHK	00376078	04/29/2021	256.00	KENT KEEL
01	CHK	00376079	04/29/2021	374.55	LAKEVIEW LIGHT & POWER CO
01	CHK	00376080	04/29/2021	614.00	MATTHEW HUBBARD
01	CHK	00376081	04/29/2021	3,251.01	MITCHELL INTERNATIONAL
01	CHK	00376082	04/29/2021	164.85	MVP POSTER
01	CHK	00376083	04/29/2021	19.39	OFFICE DEPOT CORP
01	CHK	00376084	04/29/2021	446.62	PENINSULA LIGHT
01	CHK	00376085	04/29/2021	1,177,580.97	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00376086	04/29/2021	6,156.38	PUGET SOUND ENERGY
01	CHK	00376087	04/29/2021	93.42	REX PEGG FABRICS INC
01	CHK	00376088	04/29/2021	20.00	RICHARD KOHN
01	CHK	00376089	04/29/2021	19.24	ROSEN SUPPLY
01	CHK	00376090	04/29/2021	772.05	SNAP-ON TOOLS - Robert Mustain
01	CHK	00376091	04/29/2021	562.04	SNIDER ENERGY
01	CHK	00376092	04/29/2021	51.02	SPEEDTECH LIGHTS INC
01	CHK	00376093	04/29/2021	34,830.18	SPORTWORKS NORTHWEST INC
01	CHK	00376094	04/29/2021	5,802.91	UNITED SITE SERVICES (Everson)
01	CHK	00376095	04/29/2021	13,695.51	VERIZON WIRELESS
01	CHK	00376096	04/29/2021	7,485.54	VERIZON WIRELESS
01	CHK	00376097	04/29/2021	2,616.29	VERIZON WIRELESS
01	CHK	00376098	04/29/2021	811.80	VERIZON WIRELESS
01	CHK	00376099	04/29/2021	46,181.15	VOYAGER FLEET SYSTEMS INC
01	CHK	00376100	04/29/2021	105,725.55	WA ST DEPT OF L&I - ELEVATOR
01	CHK	00376101	04/29/2021	612.50	WA ST DEPT OF LICENSING
01	CHK	00376102	04/29/2021	704.92	WA ST DEPT OF REVENUE
01	CHK	00376103	04/29/2021	7,165.96	EMPLOYMENT SECURITY DEPT WASHI
01	CHK	00376104	04/29/2021	2,524.97	WORKPOINTE
01	CHK	00376105	04/29/2021	398.56	WURTH USA INC
01	EFT	00007140	04/01/2021	1,221.62	A & E IMAGING
01	EFT	00007141	04/01/2021	451.69	AARON'S INDUSTRIAL
01	EFT	00007142	04/01/2021	74.73	ALLIED BODY WORKS INC

01	EFT	00007143	04/01/2021	82.21	ALLIED ELECTRONICS
01	EFT	00007144	04/01/2021	115.71	AMB TOOLS & EQUIPMENT
01	EFT	00007145	04/01/2021	198.00	ANDREW MARTIN
01	EFT	00007146	04/01/2021	1,925.41	ANGI ENERGY SYSTEMS
01	EFT	00007147	04/01/2021	86,445.50	ASSOCIATED PETROLEUM
01	EFT	00007148	04/01/2021	3,067.22	BATTERY SYSTEMS
01	EFT	00007149	04/01/2021	79.68	CINTAS FIRE PROTECTION
01	EFT	00007150	04/01/2021	109.00	COMMERCIAL BRAKE & CLUTCH
01	EFT	00007151	04/01/2021	35,534.99	CTS (CABLING & TECH SVCS)
01	EFT	00007152	04/01/2021	24,325.04	CUMMINS INC
01	EFT	00007153	04/01/2021	2,947.19	DIAMOND PARKING SERVICES LLC
01	EFT	00007154	04/01/2021	1,765.44	ELTEC SYSTEMS LLC
01	EFT	00007155	04/01/2021	1,778.87	FINISHMASTER, INC
01	EFT	00007156	04/01/2021	928.35	FREIGHTLINER NORTHWEST PACIFIC
01	EFT	00007157	04/01/2021	5,274.10	GALLS LLC
01	EFT	00007158	04/01/2021	8,421,936.76	GILLIG LLC
01	EFT	00007159	04/01/2021	117,118.37	GOVERNMENTJOBS.COM INC
01	EFT	00007160	04/01/2021	1,052.11	GRAINGER
01	EFT	00007161	04/01/2021	128.90	GROENEVELD LUBRICATION SOLUTIO
01	EFT	00007162	04/01/2021	16,518.51	LIBERTY MUTUAL GROUP INC
01	EFT	00007163	04/01/2021	4,491.56	WESTERN FLUID COMPONENTS
01	EFT	00007164	04/01/2021	14,704.77	JENCO DEVELOPMENT
01	EFT	00007165	04/01/2021	926.87	LARSCO INC
01	EFT	00007166	04/01/2021	63.08	LARSEN SIGN COMPANY
01	EFT	00007167	04/01/2021	2,173.63	LEGACY TELECOMMUNICATIONS, INC
01	EFT	00007168	04/01/2021	2,505.08	LUMINATOR MASS TRANSIT LLC
01	EFT	00007169	04/01/2021	168.80	MALLORY SAFETY & SUPPLY LLC
01	EFT	00007170	04/01/2021	271.60	MCGUIRE BEARING CO
01	EFT	00007171	04/01/2021	203.86	MINUTEMAN PRESS
01	EFT	00007172	04/01/2021	2,126.30	MOHAWK MFG & SUPPLY
01	EFT	00007173	04/01/2021	105.33	MOOD MEDIA
01	EFT	00007174	04/01/2021	1,351.10	MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00007175	04/01/2021	120.00	MUNICODE
01	EFT	00007176	04/01/2021	1,285.00	NAVIA BENEFIT SOLUTIONS
01	EFT	00007177	04/01/2021	273,528.34	PACIFIC POWER PRODUCTS
01	EFT	00007178	04/01/2021	72.53	TEEPLE PRODUCTIONS LLC
01	EFT	00007179	04/01/2021	8,400.76	R.S. MEANS COMPANY LLC
01	EFT	00007180	04/01/2021	286.16	SCHETKY NORTHWEST SALES INC
01	EFT	00007181	04/01/2021	103.54	SEATTLE AUTOMOTIVE DIST.
01	EFT	00007182	04/01/2021	201.00	SOUND TRANSIT
01	EFT	00007183	04/01/2021	1,702.10	STANDARD PARTS CORP
01	EFT	00007184	04/01/2021	1,660.31	STAPLES
01	EFT	00007185	04/01/2021	86.50	STERICYCLE
01	EFT	00007186	04/01/2021	671.84	TACOMA DODGE CHRYSLER JEEP
01	EFT	00007187	04/01/2021	1,652.58	TACOMA SCREW
01	EFT	00007188	04/01/2021	760.00	TECHNICAL SECURITY INTEGRATION
01	EFT	00007189	04/01/2021	161.50	TESSCO TECHNOLOGIES INC
01	EFT	00007190	04/01/2021	33,960.89	THE AFTERMARKET PARTS CO LLC
01	EFT	00007191	04/01/2021	775.86	THERMO KING NW INC
01	EFT	00007192	04/01/2021	595.91	UNIFIRST CORPORATION
01	EFT	00007193	04/01/2021	1,912.17	VEHICLE MAINTENANCE PROGRAM
01	EFT	00007194	04/01/2021	2,007.00	WA ST TRANSIT INSURANCE POOL
01	EFT	00007195	04/01/2021	708.68	WAXIE SANITARY SUPPLY
01	EFT	00007196	04/01/2021	10,936.21	WESTERN PETERBILT
01	EFT	00007197	04/01/2021	1,409.89	WILLIAMS OIL FILTER
01	EFT	00007198	04/08/2021	82,038.08	GREAT WEST RETIREMENT
01	EFT	00007199	04/08/2021	230,943.79	ICMA RETIREMENT
01	EFT	00007200	04/08/2021	13,891.00	NAVIA BENEFIT SOLUTIONS
01	EFT	00007201	04/08/2021	7,822.46	TACOMA EMPLOYEES RETIREMENT SY
01	EFT	00007202	04/08/2021	6,818.98	WA ST CHILD SUPPORT REGISTRY
01	EFT	00007203	04/08/2021	1,574.30	ALLSTREAM
01	EFT	00007204	04/08/2021	215.95	ARC DOCUMENT SOLUTIONS
01	EFT	00007205	04/08/2021	3,853.36	BATTERY SYSTEMS
01	EFT	00007206	04/08/2021	505.22	BRANDY TUGGLE
01	EFT	00007207	04/08/2021	20.00	BRENT CAMPBELL
01	EFT	00007208	04/08/2021	2,360.65	CLEVER DEVICES
01	EFT	00007209	04/08/2021	103.24	COMMERCIAL BRAKE & CLUTCH
01	EFT	00007210	04/08/2021	428,325.61	CONSTRUCT, INC.
01	EFT	00007211	04/08/2021	27,967.84	CUMMINS INC
01	EFT	00007212	04/08/2021	1,123.18	CUSTOM EDGE, INC.
01	EFT	00007213	04/08/2021	250.00	CYBERSOURCE CORP.
01	EFT	00007214	04/08/2021	262.43	DRIVELINES NW INC
01	EFT	00007215	04/08/2021	4,928.45	FREIGHTLINER NORTHWEST PACIFIC
01	EFT	00007216	04/08/2021	2,290.86	GTT COMMUNICATIONS
01	EFT	00007217	04/08/2021	31,613.96	GILLIG LLC
01	EFT	00007218	04/08/2021	5,750.00	GORDON THOMAS HONEYWELL
01	EFT	00007219	04/08/2021	2,723.21	GRAINGER
01	EFT	00007220	04/08/2021	2,676.44	HERITAGE-CRYSTAL CLEAN LLC
01	EFT	00007221	04/08/2021	128.00	KORUM FORD
01	EFT	00007222	04/08/2021	50,788.06	KPFF CONSULTING ENGINEERS

01	EFT	00007223	04/08/2021	134.65	LARSCO INC
01	EFT	00007224	04/08/2021	994.60	LARSEN SIGN COMPANY
01	EFT	00007225	04/08/2021	5,077.78	LUMINATOR MASS TRANSIT LLC
01	EFT	00007226	04/08/2021	30.78	MALLORY SAFETY & SUPPLY LLC
01	EFT	00007227	04/08/2021	1,042.31	MOHAWK MFG & SUPPLY
01	EFT	00007228	04/08/2021	226.39	MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00007229	04/08/2021	2,350.06	PACIFIC AIR CONTROL INC
01	EFT	00007230	04/08/2021	610.72	PACIFIC POWER PRODUCTS
01	EFT	00007231	04/08/2021	1,533.66	PACIFIC WELDING SUPPLY INC
01	EFT	00007232	04/08/2021	579.98	PRINT NW
01	EFT	00007233	04/08/2021	3,074.82	R E AUTO ELECTRIC
01	EFT	00007234	04/08/2021	147.83	RED WING SHOE STORE
01	EFT	00007235	04/08/2021	199.50	SAMBA HOLDINGS INC
01	EFT	00007236	04/08/2021	117.51	SEATTLE AUTOMOTIVE DIST.
01	EFT	00007237	04/08/2021	700.75	SOUND TRANSIT
01	EFT	00007238	04/08/2021	225.00	MARK W MEROD
01	EFT	00007239	04/08/2021	65.91	STANDARD PARTS CORP
01	EFT	00007240	04/08/2021	3,968.12	STAPLES
01	EFT	00007241	04/08/2021	2,522.89	TACOMA DODGE CHRYSLER JEEP
01	EFT	00007242	04/08/2021	409.53	TACOMA SCREW
01	EFT	00007243	04/08/2021	1,533.50	TECHNICAL SECURITY INTEGRATION
01	EFT	00007244	04/08/2021	94.02	TESSCO TECHNOLOGIES INC
01	EFT	00007245	04/08/2021	14,651.22	THE AFTERMARKET PARTS CO LLC
01	EFT	00007246	04/08/2021	349.78	THOMSON REUTERS-WEST
01	EFT	00007247	04/08/2021	291.53	UNIFIRST CORPORATION
01	EFT	00007248	04/08/2021	923.16	VEHICLE MAINTENANCE PROGRAM
01	EFT	00007249	04/08/2021	534.46	WAXIE SANITARY SUPPLY
01	EFT	00007250	04/08/2021	9,957.73	WESTERN PETERBILT
01	EFT	00007251	04/08/2021	1,162.30	WILLIAMS OIL FILTER
01	EFT	00007252	04/14/2021	1,202,404.12	AWC
01	EFT	00007253	04/15/2021	222,549.00	GIRO INC
01	EFT	00007254	04/15/2021	1,599.77	A & E IMAGING
01	EFT	00007255	04/15/2021	1,472,702.97	ABSHER CONSTRUCTION COMPANY
01	EFT	00007256	04/15/2021	26,263.00	ACI CUSTODIAL INC
01	EFT	00007257	04/15/2021	488.96	ALLSTREAM
01	EFT	00007258	04/15/2021	1,826.72	AMERICAN AIR FILTER
01	EFT	00007259	04/15/2021	110.03	ANGI ENERGY SYSTEMS
01	EFT	00007260	04/15/2021	128.86	APPLIED INDUSTRIAL TECHNOLOGIE
01	EFT	00007261	04/15/2021	83,281.31	ASSOCIATED PETROLEUM
01	EFT	00007262	04/15/2021	5,384.75	ATWORK! COMMERCIAL ENTERPRISES
01	EFT	00007263	04/15/2021	2,317.43	BATTERY SYSTEMS
01	EFT	00007264	04/15/2021	74,059.66	BRIDGESTONE AMERICA
01	EFT	00007265	04/15/2021	1,738.99	CHEVRON PRODUCTS CO.
01	EFT	00007266	04/15/2021	28,611.50	CUMMINS INC
01	EFT	00007267	04/15/2021	3,038.00	DRUG FREE BUSINESS
01	EFT	00007268	04/15/2021	2,969.75	ELTEC SYSTEMS LLC
01	EFT	00007269	04/15/2021	49,900.00	EMC RESEARCH INC
01	EFT	00007270	04/15/2021	368.96	FREIGHTLINER NORTHWEST PACIFIC
01	EFT	00007271	04/15/2021	3,178.84	GALLS LLC
01	EFT	00007272	04/15/2021	30,355.10	GILLIG LLC
01	EFT	00007273	04/15/2021	2,337.47	GLASSDOOR INC
01	EFT	00007274	04/15/2021	1,079.19	GRAINGER
01	EFT	00007275	04/15/2021	49,471.95	GRANITE CONSTRUCTION COMPANY
01	EFT	00007276	04/15/2021	93,404.32	HUITT-ZOLLARS INC.
01	EFT	00007277	04/15/2021	742.26	WESTERN FLUID COMPONENTS
01	EFT	00007278	04/15/2021	279.52	KORUM FORD
01	EFT	00007279	04/15/2021	88.54	LARSCO INC
01	EFT	00007280	04/15/2021	750.00	LONE FIR CREATIVE
01	EFT	00007281	04/15/2021	6,457.50	MAYES TESTING ENGINEERS INC
01	EFT	00007282	04/15/2021	8,510.00	MOSS ADAMS LLP
01	EFT	00007283	04/15/2021	1,476.00	NATIONAL TESTING NETWORK
01	EFT	00007284	04/15/2021	703.36	PACIFIC FITNESS PRODUCTS
01	EFT	00007285	04/15/2021	8,496.07	PACIFIC POWER PRODUCTS
01	EFT	00007286	04/15/2021	6,432.21	PACIFICA LAW GROUP
01	EFT	00007287	04/15/2021	77.82	PAUL A CRUMP
01	EFT	00007288	04/15/2021	97.72	PROTERRA INC
01	EFT	00007289	04/15/2021	198.45	QUADIENT FINANCE USA INC
01	EFT	00007290	04/15/2021	512.50	QUALITY PRESS
01	EFT	00007291	04/15/2021	259.83	R E AUTO ELECTRIC
01	EFT	00007292	04/15/2021	23,186.31	S & A SYSTEMS INC
01	EFT	00007293	04/15/2021	35.31	SCHETKY NORTHWEST SALES INC
01	EFT	00007294	04/15/2021	170.28	SEATTLE AUTOMOTIVE DIST.
01	EFT	00007295	04/15/2021	8,032.83	SOUND TRANSIT
01	EFT	00007296	04/15/2021	165.17	STANDARD PARTS CORP
01	EFT	00007297	04/15/2021	409.15	STAPLES
01	EFT	00007298	04/15/2021	1,106.82	STELLAR INDUSTRIAL
01	EFT	00007299	04/15/2021	380.37	TACOMA DODGE CHRYSLER JEEP
01	EFT	00007300	04/15/2021	1,685.60	TACOMA SCREW
01	EFT	00007301	04/15/2021	3,873.79	TECHNICAL SECURITY INTEGRATION
01	EFT	00007302	04/15/2021	396.78	TENNANT

01	EFT	00007303	04/15/2021	11,590.67	THE AFTERMARKET PARTS CO LLC
01	EFT	00007304	04/15/2021	321.80	TITUS WILL FORD INC
01	EFT	00007305	04/15/2021	36,977.26	JEANNETTE TWITTY
01	EFT	00007306	04/15/2021	3,426.21	UNIFIRST CORPORATION
01	EFT	00007307	04/15/2021	59,855.67	UNITED ENERGY TRADING LLC
01	EFT	00007308	04/15/2021	242.47	REDDAWAY
01	EFT	00007309	04/15/2021	1,223.52	VEHICLE MAINTENANCE PROGRAM
01	EFT	00007310	04/15/2021	282.50	WA ST AUDITOR
01	EFT	00007311	04/15/2021	10,125.68	WA ST TRANSIT INSURANCE POOL
01	EFT	00007312	04/15/2021	1,312.61	WAXIE SANITARY SUPPLY
01	EFT	00007313	04/15/2021	2,244.09	WESTERN PETERBILT
01	EFT	00007314	04/15/2021	377,494.89	WSP USA, INC.
01	EFT	00007315	04/15/2021	3,308.29	ZONAR SYSTEMS INC
01	EFT	00007316	04/22/2021	39,377.04	WA ST DEPT OF REVENUE
01	EFT	00007317	04/22/2021	52,054.93	US BANK CORPORATE PAYMENT SYST
01	EFT	00007318	04/22/2021	78,413.95	GREAT WEST RETIREMENT
01	EFT	00007319	04/22/2021	219,117.53	ICMA RETIREMENT
01	EFT	00007320	04/22/2021	14,114.84	NAVIA BENEFIT SOLUTIONS
01	EFT	00007321	04/22/2021	7,822.47	TACOMA EMPLOYEES RETIREMENT SY
01	EFT	00007322	04/22/2021	6,904.98	WA ST CHILD SUPPORT REGISTRY
01	EFT	00007323	04/22/2021	83.05	AIRGAS-NOR PAC INC
01	EFT	00007324	04/22/2021	87,775.51	ASSOCIATED PETROLEUM
01	EFT	00007325	04/22/2021	5,043.43	BATTERY SYSTEMS
01	EFT	00007326	04/22/2021	384.00	CHRISTOPHER BEALE
01	EFT	00007327	04/22/2021	38,538.62	COMMONSTREET CONSULTING LLC
01	EFT	00007328	04/22/2021	41,237.57	CUMMINS INC
01	EFT	00007329	04/22/2021	11,442.35	DKS ASSOCIATES
01	EFT	00007330	04/22/2021	2,809.00	FINISHMASTER, INC
01	EFT	00007331	04/22/2021	3,113.47	GENFARE
01	EFT	00007332	04/22/2021	25,232.00	GILLIG LLC
01	EFT	00007333	04/22/2021	1,900.56	GRAINGER
01	EFT	00007334	04/22/2021	1,307.92	HOLMES DISTRIBUTING
01	EFT	00007335	04/22/2021	115.67	INTELLICORP RECORDS INC
01	EFT	00007336	04/22/2021	2,476.12	IWG TOWERS ASSETS I LLC
01	EFT	00007337	04/22/2021	128.00	JASON M WHALEN
01	EFT	00007338	04/22/2021	128.00	JOHN G PALMER
01	EFT	00007339	04/22/2021	1,451.38	WESTERN FLUID COMPONENTS
01	EFT	00007340	04/22/2021	3,238.75	KIDDER MATHEWS, INC.
01	EFT	00007341	04/22/2021	256.00	KIMBERLY M ROSCOE
01	EFT	00007342	04/22/2021	31,383.86	KPFF CONSULTING ENGINEERS
01	EFT	00007343	04/22/2021	679.08	MALLORY SAFETY & SUPPLY LLC
01	EFT	00007344	04/22/2021	271.60	MCGUIRE BEARING CO
01	EFT	00007345	04/22/2021	842.84	MOHAWK MFG & SUPPLY
01	EFT	00007346	04/22/2021	597.00	MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00007347	04/22/2021	1,528.18	NEOPART TRANSIT LLC
01	EFT	00007348	04/22/2021	1,408.57	NORTHWEST LIFT & EQUIPMENT
01	EFT	00007349	04/22/2021	23,920.08	PACIFIC POWER PRODUCTS
01	EFT	00007350	04/22/2021	6,546.00	PACIFICA LAW GROUP
01	EFT	00007351	04/22/2021	39,760.25	PARAMETRIX ENGINEERING
01	EFT	00007352	04/22/2021	53,674.90	SOUND TRANSIT
01	EFT	00007353	04/22/2021	2,776.74	SOUND TRANSIT
01	EFT	00007354	04/22/2021	30,800.00	SOUTH SOUND 911
01	EFT	00007355	04/22/2021	203.30	SOUTH TACOMA GLASS
01	EFT	00007356	04/22/2021	1,236.62	STANDARD PARTS CORP
01	EFT	00007357	04/22/2021	1,568.81	STAPLES
01	EFT	00007358	04/22/2021	847.38	TACOMA DODGE CHRYSLER JEEP
01	EFT	00007359	04/22/2021	2,832.51	TACOMA SCREW
01	EFT	00007360	04/22/2021	250.13	TACOMA TROPHY
01	EFT	00007361	04/22/2021	8,811.52	TECHNICAL SECURITY INTEGRATION
01	EFT	00007362	04/22/2021	13,670.41	THE AFTERMARKET PARTS CO LLC
01	EFT	00007363	04/22/2021	229.12	TITUS WILL FORD INC
01	EFT	00007364	04/22/2021	1,036.61	UNIFIRST CORPORATION
01	EFT	00007365	04/22/2021	21,453.45	WESTERN PETERBILT
01	EFT	00007366	04/22/2021	2,283.66	XEROX FINANCIAL SERVICES
01	EFT	00007367	04/27/2021	5,805,416.22	GILLIG LLC
01	EFT	00007368	04/29/2021	1,344.37	AIRGAS-NOR PAC INC
01	EFT	00007369	04/29/2021	185.52	APPLIED INDUSTRIAL TECHNOLOGIE
01	EFT	00007370	04/29/2021	40,611.17	ASSOCIATED PETROLEUM
01	EFT	00007371	04/29/2021	1,183.08	BATTERY SYSTEMS
01	EFT	00007372	04/29/2021	528.11	ATLAS SUPPLY INC
01	EFT	00007373	04/29/2021	47,772.65	BRIDGESTONE AMERICA
01	EFT	00007374	04/29/2021	1,267.51	CHEVRON PRODUCTS CO.
01	EFT	00007375	04/29/2021	523.83	CINTAS FIRE PROTECTION
01	EFT	00007376	04/29/2021	34.73	COMMERCIAL BRAKE & CLUTCH
01	EFT	00007377	04/29/2021	12,306.08	CUMMINS INC
01	EFT	00007378	04/29/2021	1,810.50	DLT SOLUTIONS LLC
01	EFT	00007379	04/29/2021	1,645.44	ELTEC SYSTEMS LLC
01	EFT	00007380	04/29/2021	94.77	FINISHMASTER, INC
01	EFT	00007381	04/29/2021	140.45	FREIGHTLINER NORTHWEST PACIFIC
01	EFT	00007382	04/29/2021	7,484.65	GALLS LLC

01	EFT	00007383	04/29/2021	682.88	GARDA CL NORTHWEST INC
01	EFT	00007384	04/29/2021	19,936.31	GENFARE
01	EFT	00007385	04/29/2021	11,619.97	GILLIG LLC
01	EFT	00007386	04/29/2021	560.75	GRAINGER
01	EFT	00007387	04/29/2021	4,656.10	HERITAGE-CRYSTAL CLEAN LLC
01	EFT	00007388	04/29/2021	4,720.00	HIGH LINE SOFTWARE INC
01	EFT	00007389	04/29/2021	22,622.51	K & L GATES
01	EFT	00007390	04/29/2021	241.26	WESTERN FLUID COMPONENTS
01	EFT	00007391	04/29/2021	19,280.81	KPFF CONSULTING ENGINEERS
01	EFT	00007392	04/29/2021	676.33	LARSCO INC
01	EFT	00007393	04/29/2021	3,033.24	LARSEN SIGN COMPANY
01	EFT	00007394	04/29/2021	213.65	MALLORY SAFETY & SUPPLY LLC
01	EFT	00007395	04/29/2021	1,455.00	MAYES TESTING ENGINEERS INC
01	EFT	00007396	04/29/2021	36.63	MCGUIRE BEARING CO
01	EFT	00007397	04/29/2021	408.50	MOHAWK MFG & SUPPLY
01	EFT	00007398	04/29/2021	3,478.64	MOTOROLA SOLUTIONS, INC.
01	EFT	00007399	04/29/2021	993.43	MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00007400	04/29/2021	329.70	NORTHWEST LIFT & EQUIPMENT
01	EFT	00007401	04/29/2021	209.81	NORTHWEST PUMP & EQUIPMENT CO
01	EFT	00007402	04/29/2021	250.68	OUTFITTER SATELLITE INC
01	EFT	00007403	04/29/2021	1,484.70	PACIFIC POWER PRODUCTS
01	EFT	00007404	04/29/2021	8,586.25	PARAMETRIX ENGINEERING
01	EFT	00007405	04/29/2021	645.31	R E AUTO ELECTRIC
01	EFT	00007406	04/29/2021	333.29	SCHETKY NORTHWEST SALES INC
01	EFT	00007407	04/29/2021	1,346.61	SEATTLE AUTOMOTIVE DIST.
01	EFT	00007408	04/29/2021	4,361.19	SOUND TRANSIT
01	EFT	00007409	04/29/2021	769.29	SOUTH TACOMA GLASS
01	EFT	00007410	04/29/2021	355.33	STANDARD PARTS CORP
01	EFT	00007411	04/29/2021	943.42	STAPLES
01	EFT	00007412	04/29/2021	47.81	STERICYCLE
01	EFT	00007413	04/29/2021	2,816.00	SUMMIT LAW GROUP PLLC
01	EFT	00007414	04/29/2021	4,732.99	TACOMA COMMUNITY COLLEGE
01	EFT	00007415	04/29/2021	1,285.60	TACOMA DODGE CHRYSLER JEEP
01	EFT	00007416	04/29/2021	1,794.57	TACOMA SCREW
01	EFT	00007417	04/29/2021	10,690.32	THE AFTERMARKET PARTS CO LLC
01	EFT	00007418	04/29/2021	142.36	TITUS WILL FORD INC
01	EFT	00007419	04/29/2021	5,118.55	UNIFIRST CORPORATION
01	EFT	00007420	04/29/2021	1,402.32	WESMAR
01	EFT	00007421	04/29/2021	13,855.26	WESTERN PETERBILT
01	EFT	00007422	04/29/2021	217.60	WILLIAMS OIL FILTER
01	EFT	00007423	04/29/2021	50,652.23	WOOD HARBINGER INC
01	EFT	00007424	04/29/2021	1,600.00	WSTA
01	EFT	00007425	04/29/2021	11,572.47	ZONAR SYSTEMS INC
01	EFT	00007426	04/30/2021	459,767.03	FIRST TRANSIT
01	EFT	00007427	04/30/2021	6,133.51	AMAZON.COM CORPORATE CREDIT
Total Payments				<u>\$23,794,554.42</u>	

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

April 12, 2021

CALL TO ORDER

Chair Woodards called the regular Board meeting to order at 4:03 p.m.

ROLL CALL

Commissioners present:

Chris Beale, City of Tacoma Councilmember
Marty Campbell, Vice Chair of the Board, Pierce County Councilmember
Kent Keel, City of University Councilmember (*representing University Place and Fircrest*)
Ryan Mello, Pierce County Councilmember
John Palmer, Deputy Mayor for City of Puyallup (*representing Puyallup and Edgewood*)
Kim Roscoe, Mayor of Fife (*representing Fife/Milton/ Pacific/Auburn/Gig Harbor/
Ruston/Steilacoom*)
Kristina Walker, City of Tacoma Councilmember
Jason Whalen, City of Lakewood Deputy Mayor
Victoria Woodards, Chair of the Board, Mayor of the City of Tacoma

Staff present:

Sue Dreier, Chief Executive Officer
Deanne Jacobson, Clerk of the Board
Aaron Millstein, General Counsel from K&L Gates
Brittany Carbullido, Assistant to the CEO/Deputy Clerk of the Board

OPENING REMARKS AND HOUSEKEEPING ITEMS

Chair Woodards welcomed board members, staff, and citizens to the virtual meeting and provided instructions for participation to attendees.

SPECIAL BUSINESS

1. Appointment to the Executive Finance Committee

Chair Woodards appointed Commissioner Jason Whalen to the Executive Finance Committee.

Commissioner Whalen stated he is happy to serve on this committee.

2. Update Regarding the CEO Recruitment Process

Chair Woodards announced that the CEO Search and Recruitment Committee met with Karras Consulting on March 11 and April 2 and noted that Marissa Karras from the consulting firm is present today to give an update on the CEO recruitment process.

Ms. Karras gave an update and noted that her firm has worked with Pierce Transit over the years on previous recruitments, including the recruitment for the current CEO Sue Dreier, and she stated that she is looking forward to working with everyone.

Ms. Karras reported that the committee has been working on developing the job announcement and that the announcement has been finalized and it is posted on the Karras website and will be posted on the Pierce Transit website too. The recruitment firm will be conducting additional marketing and will be reaching out to each board member to receive input about the qualifications and skills each would like to see in the candidates. She noted that things are going well, and selection of the final candidate is expected to occur in June.

Chair Woodards thanked Ms. Karras for her help in the recruitment process and noted that the committee enjoys working with her firm.

A short discussion ensued about the overall recruitment process and the overall interaction the candidates would have with the full board. Chair Woodards noted that the overall process is still being finalized but indicated that she envisions the full Board would interview the final candidates and that there would be some sort of community engagement process as well that would include people/organizations from a variety of backgrounds.

Chair Woodard announced that Karras Consulting will provide an update at every board meeting moving forward.

PRESENTATIONS/DISCUSSION

1. Biennial Fare Change Review

Principal Planner Lindsey Sehmel presented on the item. She reported that under Pierce Transit's policy, the board must consider fares every two years and indicated that the Six-Year Plan includes a 25-cents increase that is scheduled for 2022.

Senior Planner Sandy Johnson reviewed the goals in the policy. She reviewed the history of fare changes that occurred over the years for all the modes of service. (*Commissioner Keel arrived at 4:15 p.m.*)

The board also reviewed fare comparisons with other transit agencies in the region and reviewed revenue projections should the board consider increasing the fares. Should the board decide to raise the fares, a full equity analysis will be conducted.

A question and answer period ensued regarding fare box recovery averages and how they are calculated. It was noted that Pierce Transit established a 20 percent fare recovery goal and that it may be time to re-evaluate this goal given that the national standards for fare recovery average between 8-15 percent, with larger systems recovering at the higher level.

Upon inquiry about next steps, staff noted that next steps will involve staff returning to a future board meeting with a full timeline and outline of the process that would occur should the board decide to adjust fares. It was also emphasized that the board can choose to

increase fares for all or some of the modes, or decide to not adjust fares at all at this time; it is just required to review the fares every two years, pursuant to Pierce Transit's policy.

Commissioner Walker inquired about implementing an ORCA LIFT program -- a program that allows riders to pay a reduced bus fare because their household income is less than or equal to 200% of the federal poverty level -- and whether it should be done separately or at the time of a fare change.

CEO Dreier, noted that the board discussed ORCA LIFT in the past and it may be time to discuss again. She noted that when King County implemented the ORCA LIFT program about five years ago, they increased the adult fare rate and implemented ORCA LIFT. She expressed that she doesn't feel this strategy would work for Pierce Transit because data shows that 60 percent of our ridership makes \$35,000/yr. or less and ORCA LIFT is based on income. Further analysis should be done on this program.

2. Who Gets What From Increased Sales Tax

CEO Dreier introduced the item and noted this is a continued discussion from the Board retreat meeting that was held on March 18 and turned the presentation over to Ryan Wheaton, Executive Director of Planning and Community Development.

The board reviewed a PowerPoint presentation that projected extra services that could be offered to communities within the Pierce Transit boundary if the sales tax rate were increased from 0.6 percent to 0.9 percent. The projections factored in a rapid increase of population and new jobs that are projected to occur over the next 20 years, increased road congestion and offered solutions that would incorporate transit service that provides equity for people to access jobs, schools, doctors, housing and other essential services by providing more trips, more routes, expansion of hours, expansion of bus rapid transit system and reduced travel times.

Mr. Wheaton stated that staff is looking for feedback from the board about the extra services each would like to see for their communities, and noted that a community survey is being conducted to gather input from citizens regarding the service level they would like to see in the community. Those results will be shared.

Mayor Woodards noted that she would like to compare the survey information from a couple of years ago and compare it with the survey that is being conducted.

Discussion ensued about balancing the timing of considering fare increases with the timing of potentially going out to ballot to increase sales tax for additional service and about other taxes that have been enacted or soon to be enacted.

CEO Dreier explained that the board is required to review its fares every two years and does not have to raise them and posed the option that the board could call a special meeting in April to review the survey results.

Discussion ensued about messaging for the ballot measure and it was suggested that Pierce Transit may want to consider incorporating connectivity with Sound Transit services in its

messaging especially since Sound Transit will be expanding services to Pierce County. It was also suggested that the new working families tax credit may be helpful too if it passes.

Chair Woodards provided remarks about the need for a better transit system and acknowledged the other economic challenges that exist to communities and citizens. She noted that she is looking forward to seeing the survey results to understand what the community feels about additional transit service.

PUBLIC COMMENT

Chair Woodards provided participation instructions to the public and opened public comment. The following individual(s) spoke:

- Julian Wheeler, Chair of Pierce County Accessible Communities Advisory Committee, invited members and staff to attend the committee's next meeting. He reminded attendees that this committee may be able to fund mobility/access type projects that they are unable to fund in their own respective jurisdictions.
- Nancy Slotnik, noted she is addressing the board today on fares and noted that her son is a long-time rider of Pierce Transit's paratransit service. She encouraged the board to review SHUTTLE fares with an equity lens when considering issues and fares for the disabled community, noting that the disabled community has more barriers to community access and to employment than the general population. She also commented on the presentation that was given prior to public comment, noting that she is happy to hear that service could come back to the Midland area [pending the outcome of the ballot measure].
- Clerk Jacobson reported Downtown on the Go submitted written comments in response to the Bus Stop Balancing Project and those comments were forwarded to the full Board this morning and will be incorporated into the record.

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 Mello and Roscoe **moved** and seconded to approve the consent agenda as presented.

Motion **carried**, 9-0.

1. Approval of Vouchers, March 1 through March 31, 2021
Operating Fund #10
Self-Insurance Fund #40
Capital Fund #90
Payment Nos. 375680 through 375876
Wire Nos. 6876 through 7139
No Advance Travel Checks
Total \$7,543,437.27

2. 2021 First Quarter Sole Source and Contracts Executed Between \$100,000-\$200,000 Report
3. Approval of Minutes: March 8, 2021, Regular Board Meeting.
4. Approval of Minutes: March 18, 2021, Special Board Meeting Retreat.
5. FS 2021-017, Authorized the Chief Executive Officer to issue Contract No. 1172 to Puget Sound Solar, dba EV Support, for the purchase, setting, and programming of six electric bus chargers, utilizing DES Contract No. 04016, in support of the Base Master Plan Implementation (MOBI) for a total approved amount of \$1,372,180, which includes a 10 percent contingency.

ACTION AGENDA

1. **FS 2021-018, Authorize the Chief Executive Officer to Increase the Capital Project No. 345 Building 4 Modifications Budget, and Increase the Authorized Total Contract Not to Exceed Amount for Pease & Sons, Inc., Contract No. 1100, for the Building 4 Interior/Exterior Improvements**

Executive Director of Finance Brett Freshwaters presented on the item, noting that the increased costs are due to unforeseen conditions that were discovered with regards to wiring and issues with the heating and ventilation and air conditioning system. He also noted that some infrastructure needs to be brought up to code.

Commissioners Keel and Whalen **moved** and seconded to authorize the Chief Executive Officer to increase the Capital Project No. 345 Building 4 Modifications Budget by \$175,000 for a new total project budget of \$4,168,317, and increase the authorized total contract not to exceed amount for Pease & Sons, Inc., Contract No. 1100, for the Building 4 Interior/Exterior Improvements by \$100,000.00 for a new authorized total contract not to exceed amount from \$1,066,406.00 to \$1,166,406.00.

Senior Project Manager Doug Dickinson responded to questions about the project costs and project.

Motion **carried**, 9-0.

STAFF UPDATES/DISCUSSIONS

1. **CEO Report** – CEO Dreier reported on the following items:
 - Reported on the recent Pierce Transit press release announcing that Pierce Transit will give free rides to COVID-19 vaccines. She read a letter received from Washington State Secretary of Health Umair Shah commending Pierce Transit for its efforts in helping the community during the COVID-19 pandemic.

- Provided an update on PSRC's distribution of Coronavirus Response and Relief Supplemental Appropriations Act funding to the region's transit agencies, noting that the distribution of funds has not been finalized and that transit CEOs will be meeting on the topic tomorrow. she will update the Service Delivery and Capital Committee with additional information.

INFORMATIONAL BOARD ITEMS

1. Chair's Report

Chair Woodards announced that the next Service Delivery and Capital Committee meeting will be held this Thursday, April 15, beginning at 3:00 p.m.

2. Sound Transit Update

Commissioner Keel reported that Sound Transit is still working on the realignment process and that it is going well. He noted that a lot of work still needs to be done to deliver light rail to Pierce County, and there are talks that the service stay on track.

Chair Woodards thanked Commissioner Keel for his representation on the Sound Transit Board and noted he is doing a good job.

3. Puget Sound Regional Council Transportation Policy Board Update

No update was provided.

4. Commissioners' Comments

Commissioner Keel expressed some disappointment that he wasn't made aware of monies appropriated to Pierce Transit by the House Transportation Committee and, in the future, he would like to be made aware of monies appropriated from the legislature.

EXECUTIVE SESSION

There was no executive session.

ADJOURNMENT TO CLOSED SESSION MEETING

Commissioners Mello and Palmer **moved** and seconded to adjourn the meeting into closed session to discuss labor relations pursuant to RCW 42.30.140(b).at 5:22 p.m.

Motion **carried**, 9-0.

Deanne Jacobson
Clerk of the Board

Victoria Woodards, Chair
Board of Commissioners

TITLE: Authority to Execute 10-Year Interlocal Agreement Between Pierce Transit and City of Tacoma Solid Waste Management Division for Use of Pierce Transit's CNG Fueling Facility During Emergencies

DIVISION: Maintenance

SUBMITTED BY: Stephanie Prine, Warehouse Manager

RELATED ACTION: N/A

ATTACHMENTS: Exhibit A, Proposed Agreement

RELATION TO STRATEGIC PLAN: N/A

BUDGET INFORMATION: N/A

BACKGROUND:

There are very limited resources for Compressed Natural Gas (CNG) vehicle fueling facilities in Pierce County. The City of Tacoma Solid Waste Management Division, referred to as "City" herein, wishes to establish an agreement allowing emergency fueling services at Pierce Transit CNG fueling facilities for their fleet of CNG garbage trucks, should they encounter an outage of their CNG capabilities.

The proposed agreement would be in effect for 10 years and would allow City vehicles access to Pierce Transit's facility in the event of an emergency. For purposes of this agreement, an "emergency" is defined as circumstances where the City is unable to use its own CNG fueling facility to meeting its operational needs. The agreement would expire May 31, 2031, and is also contingent upon the following conditions:

- Pierce Transit will allow the City access to the CNG fuel site if it can accommodate the City's fleet without interfering with Pierce Transit's operational needs.
- All fuel consumption by City vehicles will be tracked and billed to the City utilizing a unique code.
- All Pierce Transit labor costs associated with the City's use of the facility will be tracked and billed to the City based on actual cost.
- The City provides proper notification to Pierce Transit of its need to use the facility and during the facility access times as per the terms of the agreement.
- The City follows all lot safety protocols as defined in the agreement.

The City of Tacoma is currently in the process of upgrading their CNG fueling facilities at which point they will be able to assist Pierce Transit should an emergency outage occur at our CNG facilities.

STAFF RECOMMENDATION:

Staff recommends approval of the interlocal agreement.

ALTERNATIVES:

1. Do not authorize this agreement. This is not recommended as this agreement is a good demonstration of public entities working together to ensure the continuity of services during times of emergencies to ensure that the community is served. Essential community services could be negatively impacted by an emergency CNG fueling facility outage.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to execute a 10-year interlocal agreement with City of Tacoma Solid Waste Management Division allowing the City access to Pierce Transit's CNG fueling station during emergencies pursuant to the contractual terms in Exhibit A.

**Interlocal Agreement Between Pierce Transit and City of Tacoma
Solid Waste Management Division For Emergency Use of
Pierce Transit's Compressed Natural Gas (CNG) Fueling Facility**

This Use of Fueling Facility Interagency Agreement ("Agreement") is effective upon of the date of the last signature, between City of Tacoma Solid Waste Management Division ("City") and Pierce County Public Transportation Benefit Area Corporation ("Pierce"), each a "Party" and collectively the "Parties", in order to provide the City access to and use of the Pierce Transit Headquarters' in-house fueling facility as an alternate compressed natural gas (CNG) fueling facility in the event of an emergency.

WHEREAS, Pierce owns, manages, and operates an in-house fueling facility located at Pierce Transit Headquarters (3701 96th St SW, Lakewood, WA) (referred to herein as "Facility"), and

WHEREAS, the City may have the need to use the Facility as an alternate CNG fueling facility in the event of an emergency and understands that use of that Facility is contingent upon the terms and conditions outlined in this Agreement, and

WHEREAS, upon the effective date of this Agreement, Pierce formally grants the City access to and use of the Facility contingent upon the terms and conditions outlined in this Agreement, and

NOW, THEREFORE, the Parties agree as follows:

1. This Agreement covers the 10-year period beginning from the date of the last signature to May 31, 2031.
2. Use of Facility.
 - A. Provided that Pierce can accommodate the City's, fleet fueling needs without interference with Pierce's operational needs, Pierce will provide access to the CNG fuel site located at 3701 96th St SW Lakewood, WA on an emergency basis for the City's fleet vehicles. For the purposes of this Agreement, an "emergency" is defined as circumstances where the City is unable to use its own CNG fueling facility to meet its operational needs. Where possible, the City should attempt to give twelve (12) hours' advance notice of the need to use the Facility. This notice should be given to the Pierce Fleet Manager. The Parties shall work together to provide access to the City without interfering with Pierce operations. All City vehicles shall be fueled by Pierce staff. The City shall coordinate all use of the Facility, including access to the Facility, through Pierce's Fleet Manager.
 - B. All fuel consumption by City vehicles will be tracked and billed to the City utilizing a unique code in Pierce's Fleetwatch tracking system.
 - C. All Pierce labor costs associated with the city's use of the facility will be tracked and billed to the city based on actual cost. pierce shall provide supporting documentation to verify costs.
 - D. The City is only permitted to incur costs, including fuel and labor costs, not to exceed \$200,000 over the life of this Agreement unless the Parties execute a written Amendment to this Agreement that authorizes the City to incur additional costs.
 - E. Provided such access is coordinated with Pierce's Fleet Manager, City drivers operating City vehicles will have access to the Facility from 1:00am until 4:30am and/or 8am to 12pm or as determined by Pierce's Fleet Manager in consultation with the City.
 - F. Prior to accessing the Facility, the City will provide driver and vehicle information to Pierce's Fleet Manager. The City will ensure that all drivers are properly trained,

and/or provide detailed instructions for access to and navigation through the Facility. The City agrees to provide supplemental training to drivers when necessary or as requested by Pierce.

- G. Pierce will make reasonable efforts to maintain the Facility to avoid injuries to authorized City drivers and vehicles. The City will ensure that its drivers make reasonable efforts to avoid injuries and damages to persons and property while operating City vehicles at the Facility.
 - H. The City will ensure that all City drivers make reasonable efforts to comply with the access and bus lot navigation signage to avoid any disruption to the operation of the Facility. Coordinate all access with Pierce Transit's Fleet Manager.
 - I. All City drivers will report any fueling mechanical failures to Pierce base staff and contact the Pierce Communications Center to report if base staff are not available.
 - J. When entering the Facility, the City will ensure that all City drivers do all of the following:
 - 1. Obey posted speed limits.
 - 2. Drive within the designated lanes and in the direction indicated. Do not cut across lanes.
 - 3. Exercise care and caution when driving around parked vehicles and buildings.
 - 4. Stop at stop signs and painted stop bars on the pavement.
 - 5. Wear reflectorized ANSI rated safety vest if outside of their vehicle in the Facility yard.
 - K. The City agrees that it will conduct all activities at the Facility in compliance with all applicable environmental laws pertaining to the environment or natural resources, and that toxic or hazardous substances shall not be brought to the Facility by the City without the express written permission of Pierce and under such terms and conditions as may be specified by Pierce.
 - L. Nothing herein creates an estate or transfers any right, privilege, or other interest in real estate, improvements to real property, or the Facility, except for the use rights specifically described herein.
3. Invoicing.

On or before the 10th day of the following month, Pierce will email the City an invoice for labor and City vehicle fuel consumption for the prior month. The information provided to the City will include the City vehicle number; transaction date/time; fuel type; quantity of fuel purchased; actual Pierce labor costs and the total cost for the fuel transaction. Pierce will bill the City for the actual cost of fuel (including applicable taxes) and actual cost of Pierce labor to perform the fueling.

The City will review the invoice for accuracy and approve the amount of the invoice to Pierce. Payment on invoices is due 30 days after receipt.

Designated representatives of the City and Pierce shall resolve any billing disputes.

4. Amendments.

This Agreement may be reviewed on an annual basis to make any necessary revisions. Any changes made must be in the form of a written Amendment executed by both Parties.

5. Term Extensions and Termination

Any extension or renewal of this Agreement must be in writing and agreed to by both Parties.

Either Party may terminate this Agreement by providing 30 days' written notice to the other. Up to the effective date of termination, the Parties agree to work together to ensure that each Party is able to have access to the fueling necessary to meet its operational needs.

6. Dispute resolution

In the event of a dispute pertaining to this Agreement, the Parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the Parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit either Party's right to terminate this Agreement as authorized by Section 5.

7. Indemnification

Each Party shall defend, hold harmless, and indemnify the other Party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection the negligent acts, omissions, or conduct of the indemnifying Party in performing its obligations under this Agreement or in the exercise of a Party's rights or privileges under this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct

The indemnification provided herein shall apply to and require each Party to defend, indemnify and hold harmless the other Party for claims brought by an employee of the indemnifying Party if said claims are alleged to have arisen from the actions or omissions of the indemnifying Party, and in such case, the indemnifying Party waives and will not assert against the other Party, any immunity under the Washington State Industrial Insurance Act (RCW Title 51). This waiver is limited to actions by and between the City and Pierce only and does not extend to the employees of either Party. The City and Pierce expressly do not waive their immunity against claims brought by their own employees.

The Parties' rights and obligations with regard to defense and indemnity survive the termination or expiration of this Agreement.

8. Insurance

During the course and performance of this Agreement, each Party, at its own expense, shall maintain insurance or a self-insurance program providing automobile liability coverage for property damage, bodily injury, and personal injury for not less than \$5,000,000 per occurrence per policy period, minimum limits of which may be met through a combination of primary and excess coverage. Upon request, the Parties agree to provide the other Party with a certificate of self-insurance as adequate proof of coverage and provide each other with at least thirty (30) calendar days' prior written notice of any material change in the City's insurance program.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have signed this agreement.

PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION

Susan Dreier
Chief Executive Officer

Date

CITY OF TACOMA SOLID WASTE MANAGEMENT

(Signature)

(Name and Title)

Date

(City of Tacoma use only - blank lines are intentional)

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

TITLE: Authority to Enter into and Execute Contract No. 1189 with CWA, Inc., (Bellair Charters) for Temporary Bus Storage and Vehicle Exercising to Maintain Operational Readiness as Needed During the Maintenance and Operations Base Improvement (MOBI) Construction Project

DIVISION: Maintenance

SUBMITTED BY: Adam Davis, Fleet Maintenance Manager

RELATED ACTION: N/A

ATTACHMENTS: None

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: 525 - Base Master Plan Implementation (MOBI)

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 626,000.00	Award a contract for a not to exceed amount of \$626,000 if all five (5) years of the contract are utilized. The annual cost is estimated at \$125,200.
Grant/Other Amounts	\$	
Total Expenditure	\$ 626,000.00	

BACKGROUND:

Staff requests authority to execute Contract No. 1189 with Bellair Charters for the temporary storage of buses. Temporary storage is needed because of space impacts on the bus parking lot due to the Base Master Plan Implementation (MOBI) project and construction of the new Fuel and Wash facility, along with other work in the future, and the future addition of 17, 60-foot coaches in November 2023 to support the Bus Rapid Transit service that is expected to begin in 2024. Services provided will be secured storage, once-a-month cleanings, and vehicle exercising to ensure operational readiness.

Pierce Transit received two (2) proposals in response to the Request for Proposals. The proposals were reviewed by an evaluation committee comprised of two (2) staff members. After evaluating proposals, staff selected Bellair Charters as it was determined that they offered a competitive price, the size of their facility meets the storage needs of Pierce Transit and their location in Federal Way is within close proximity to the Pierce Transit base. The estimated cost is based on twenty (20) buses being stored and serviced over a one-year period.

Vehicles parked at the temporary storage yard will have limited use. The primary function will support a staging area for vehicles that are scheduled for auction or disposal. A secondary function will include parking for reserve status vehicles with provisions to ensure service readiness.

VEHICLE EXERCISING TO MAINTAIN OPERATIONAL READINESS: The following actions will be performed on each bus twice monthly for the duration of the storage. Buses stored less than a month will have the following actions performed immediately prior to being retrieved from storage unless Pierce Transit provides insufficient notice such as in an emergency:

- Check and re-fill as required all fluids
- Check and maintain all tire pressures
- Start and idle coach for at least thirty (30) minutes
- Upon starting the coach, check to ensure that the air dryer is functioning properly
- Operate air conditioning system
- Operate driver's heater
- Operate and cycle entrance doors
- Operate and cycle exit doors
- Operate coach brakes to drain the air tanks completely
- Ensure that the parking brakes are set
- Turn off the coach
- Open the air tank drain valves to empty the air tanks
- Once the air tanks are completely drained, close the drain valves
- NOTE: The air tanks should be left empty while the coach is in storage
- Ensure that the main battery disconnect is switched off when the coach is in storage

STAFF RECOMMENDATION:

Authorize the Chief Executive Officer to enter into and execute Contract No. 1189 with Bellair Charters for the temporary storage and light maintenance of buses for up to five (5) years in an amount not to exceed \$626,000.00.

ALTERNATIVES:

The alternative would be to reject all proposals and attempt to find storage for buses on base. This is not recommended as the overcrowding of parked buses will create unsafe working conditions and delay the MOBI project which may lead to cost overruns.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to enter into and execute Contract No. 1189 with CWA (Bellair Charters) for the temporary bus storage and vehicle exercising to maintain operational readiness as needed during the Maintenance and Operations Base Improvement (MOBI) Construction Project for up to five (5) years in an amount not to exceed \$626,000.00.

TITLE: Authority to Amend the Capital Budget and Increase the Contract Authority Amount with Construct, Inc., (Contract No. 1064), for the Commerce Tunnel Refurbishment Project

DIVISION: Finance

SUBMITTED BY: Monica Adams, Sr. Project Manager

RELATED ACTION:

Fact Sheet 2021-17 Authority to Amend the Capital Budget and Increase Contract Number 1064 with Construct, Inc. for the Commerce Tunnel Refurbishment Project \$124,063.00

Fact Sheet 2020-043 Authority to Amend the 2020 Capital Budget and Execute Contract No 1064 with Construct, Inc. to Provide Construction Services for the Commerce Tunnel Refurbishment Project

Resolution 17-033 August 14, 2017 Increase 2017 Budget to include \$1,010,000 for Commerce Street Turnaround Improvements

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Employee

BUDGET INFORMATION

Is it Budgeted? ☐ Yes / ☒ No

Project Name or Number: 524

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Current Budget Amount	\$ 3,552,063	Due to the accumulation of unforeseen conditions during the demolition phase, additional budget and a contract amendment are needed to successfully complete the project. Staff seeks to increase the contract authority authorization amount by \$51,225 and increase the total project budget by \$83,300.
Budget Amendment	\$ 83,300	
New Budget Amount	\$ 3,635,363	

BACKGROUND:

The Commerce Street facility is 25 years old and needs significant repairs. Construct, Inc. was awarded a contract in September 2020 in the amount of \$2,662,000 to complete those repairs. During demolition, several discoveries were made that require additional labor and materials. These include a leak in the fire sprinkler system above the men's room, repairs to the metal fascia inside the tunnel, and additional waterproofing on the plaza.

Final demolition is substantially complete, and no additional change orders are anticipated. We have, however, used all the existing contingency through change orders and are including some additional contingency should other unforeseen conditions arise.

Given the foregoing circumstances, staff requests to increase Construct, Inc.'s contract authorization by \$51,225.00, which includes a \$10,000 contingency for unforeseen conditions for a revised Contract Not To Exceed Amount of \$3,012,593. The total project budget also requires additional funds in the amount of \$83,300, which includes the contract increase and contingency.

STAFF RECOMMENDATION:

Authorize Pierce Transit's CEO to amend the Capital budget in the amount of \$83,300, which includes a \$5,000 project contingency, for a revised Project Budget of \$3,635,363 and increase CEO's Contract Authorization for Contract Number 1064 with Construct, Inc. by \$51,225, which includes a \$10,000 contingency for unforeseen conditions for a revised Contract Not To Exceed Amount of \$3,012,593.

ALTERNATIVES:

Do not authorize increasing the project budget or contract authorization, which will require scope to be cut from the project, which is not recommended. All the unforeseen conditions need to be addressed as they are critical for the success of the overall project and to ensure safety.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to amend the Capital Budget in the amount of \$83,300 bringing the project budget to \$3,635,363.00 and increasing the contract authorization amount with Construct, Inc., in the amount of \$51,225.00, to address unforeseen conditions, for a revised contract authorization amount of \$3,012,593.

TITLE: Authorize the Conveyance of Two Paratransit Vehicles to the Pierce County Department of Emergency Management for Use in Emergency Events

DIVISION: Maintenance

SUBMITTED BY: Frank Castro, Executive Director of Maintenance

RELATED ACTION:

Resolution No. 2021-005, Emergency Assistance Policy

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION: N/A

BACKGROUND:

Pierce Transit has a long-standing relationship of working cooperatively with Pierce County Department of Emergency Management (PCDEM), fire agencies, and law enforcement agencies in cases of emergencies and disasters.

On March 8, 2021, the Pierce Transit Board of Commissioners adopted Resolution No. 2021-005 that approved Policy No. 2.10 – Emergency Assistance - for purposes of providing staff with guidance for responding to emergency assistance requests in mutual aid scenarios. The policy specifies that Pierce Transit will not transport law enforcement personnel to scenes of civil unrest, riots, or demonstrations out of caution for the safety of its employees and assets.

In lieu of accepting emergency assistance requests for transporting law enforcement personnel to scenes of civil unrest, riots, or demonstrations, Pierce Transit wishes to convey two paratransit vehicles to the PCDEM. Pierce Transit's role in the Pierce County Comprehensive Emergency Management Plan is to provide transportation, when called upon, if it has the resources available to carry out the request. Conveying the two surplus paratransit vehicles to the PCDEM demonstrates Pierce Transit's continued support and partnership with the community and local government during emergencies while also keeping Pierce Transit's employees and assets safe from potential civil unrest, riots, or demonstrations.

The estimated value of the vehicles is \$4000/each based on previous sales of similar vehicles from 2018 auctions and includes a small price escalator. Pierce Transit believes that the conveyance of these vehicles relieves the agency of costs associated with paying staff wages and maintenance of the vehicles during emergency events that relate to civil unrest, riots, and demonstrations.

The two paratransit vehicles identified to be conveyed to PCDEM have been declared surplus, are at the end of their useful life of being utilized as transportation for paratransit services, and meet the agency's replacement criteria and include the following vehicles:

Vehicle Number	Year, Make & Model	VIN No.	Mileage
5818	2007 / Ford E450 / El Dorado-16-passenger	1FDXE45S07DB00292	171,097
5800	2005 / Ford E450 / El Dorado-15-passenger	1FDXE45S55HB09978	162,766

Upon board approval to convey the vehicles, Pierce Transit staff will coordinate with PCDEM on the transfer of the vehicles.

STAFF RECOMMENDATION:

Staff recommends that the paratransit vehicles identified above be conveyed to the PCDEM.

ALTERNATIVES:

Do not convey the vehicles to PCDEM and instead direct Pierce Transit staff to keep the vehicles in its fleet for use by PCDEM when called upon.

PROPOSED MOTION:

Move to: Authorize Pierce Transit to convey two paratransit vehicles (2005 Ford E450 El Dorado 15-passenger vehicle, VIN No. 1FDXE45S55HB09978 and 2007 Ford E450 El Dorado 16-passenger van, VIN No.1FDXE45S07DB00292) to the Pierce County Department of Emergency Management for use in emergency events.

INTERAGENCY AGREEMENT BETWEEN PIERCE TRANSIT AND PIERCE COUNTY
DEPARTMENT OF EMERGENCY MANAGEMENT RELATING TO THE CONVEYANCE OF TWO
VEHICLES FOR EMERGENCY RELATED SERVICES

THIS INTERAGENCY AGREEMENT (“Agreement”) dated as of _____, 20____ (the “Effective Date”) is made by and between Pierce County Public Transportation Benefit Area, a Washington municipal corporation (“Pierce Transit”) and Pierce County Department of Emergency Management (“PCDEM”), which serves as the Emergency Management department within Pierce County government (the “Recipient”)(individually, a “Party” and collectively, the “Parties”) with reference to the following facts:

RECITALS

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

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

WHEREAS, Pierce Transit has a long-standing agreement to act cooperatively with Pierce County Emergency Management Department (“PCDEM”), fire agencies, and law enforcement agencies in cases of emergencies and disasters; and

WHEREAS, this cooperation can require the use of Pierce Transit vehicles in certain emergency situations; and

WHEREAS, in order to support its public mission and its cooperation, Pierce Transit desires to increase efficiency of emergency responses; and

WHEREAS, pursuant to Pierce Transit Policy 2.10, Pierce Transit will not transport law enforcement personnel to scenes of civil unrest, riots, or demonstrations; and

WHEREAS, Pierce Transit intends to convey two surplus vehicles to PCDEM for such purposes.

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

AGREEMENT

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

2. Description of the Vehicles. Pierce Transit shall transfer its title to the following described vehicles to Recipient on the Effective Date.

Vehicle No. 1

Make: Ford

Year: 2005

Model: E450 El Dorado 15-passenger

VIN: 1FDXE45S55HB09978

Estimated Value if sold at public auction in “good” condition: \$4000.00

Mileage: 162,766

Vehicle No. 2

Make: Ford

Year: 2007

Model: E450 El Dorado 16-passenger

VIN: 1FDXE45S07DB00292

Estimated Value if sold at public auction in “good” condition: \$4000.00

Mileage: 171,097

As used in this Agreement, the term “Vehicles” means the above-described vehicles together with copies of related maintenance records.

3. Inspection and Evaluation of the Vehicles; “AS IS” Transfer. Pierce Transit has provided Recipient with copies of maintenance records for the Vehicles. Recipient acknowledges that it had an opportunity to inspect the Vehicles, and/or had the Vehicles inspected by qualified mechanics of its own choosing. Recipient acknowledges and agrees that Recipient has agreed to enter into this Agreement and accept title to the Vehicles based upon Recipient’s inspection and evaluation of the Vehicles and its suitability for Recipient’s intended purpose. Recipient further acknowledges and agrees that Pierce Transit does not make any representations or warranties of any kind, either express or implied, with respect to the Vehicles, including, but not limited to the size, mileage, quality, configuration or condition of, or accessories for, the Vehicles, accuracy or completeness of records for the Vehicles or compliance with federal, state or local laws, rules and regulations governing motor vehicles, including, but not limited to compliance with air emissions or safety regulations. PIERCE TRANSIT SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY OR ASSURANCE WHATSOEVER TO RECIPIENT. PIERCE TRANSIT MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE MAINTENANCE, REPAIR, CONDITION, FUNCTIONALITY, DESIGN, DEFECTS, SOFTWARE, ACCURACY OF DATA OR SENSORS, OR VALUE OF THE VEHICLES INCLUDING BUT NOT LIMITED TO (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, (C) ANY IMPLIED OR EXPRESS DUTY OF WORKMANLIKE EFFORT, OF INDEMNIFICATION OR OF LACK OF NEGLIGENCE, OR (D) THE COMPLIANCE OF LACK THEREOF OF THE VEHICLES WITH APPLICABLE GOVERNMENTAL LAWS, RULES AND REGULATIONS, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT THE VEHICLES WILL BE TRANSFERRED AND DELIVERED TO

RECIPIENT IN ITS PRESENT CONDITION AND STATE OF REPAIR, **“AS IS”, WHERE IS” WITH ALL FAULTS**. RECIPIENT ACKNOWLEDGES AND AGREES THAT PIERCE TRANSIT HAS NO OBLIGATION TO MAINTAIN, REPAIR, REPLACE OR INSURE THE VEHICLES. THERE IS NO WARRANTY OF TITLE TO THE VEHICLES.

4. Use of the Vehicles. In consideration of Pierce Transit’s transfer of all of its right, title and interest to the Vehicles, PCDEM shall: use the Vehicles to transport law enforcement personnel to scenes of civil unrest, riots, or demonstrations where necessary as part of an emergency response that otherwise would require Pierce Transit to transport such individuals pursuant to the Pierce County Comprehensive Emergency Management Plan. At all other times, PCDEM may use the vehicles as it sees fit.

Upon transfer of title, Recipient shall be solely responsible for the operation of the vehicles, including obtaining all necessary permits, certificates, licenses, or approvals that are required under applicable federal, state, or local laws to operate the vehicles as necessary. Recipient shall also be responsible for ensuring that all drivers operating the Vehicles are properly licensed and identified when operating the Vehicles and have the requisite training, qualification, and experience to provide safe and reliable transportation to Recipient’s passengers.

5. Indemnification.

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

(b) Recipient agrees to protect, defend, indemnify and hold Pierce Transit and its appointed and elected officials, officers and employees harmless to the maximum extent possible under law. Accordingly, Recipient agrees for itself, its successors and assigns to protect, defend, indemnify, and hold harmless Pierce Transit, its appointed and elected officials, officers and employees from and against any and all claims, demands, causes of action, suits, sums paid in settlement of any of the foregoing, judgments, losses, damages, injuries, liabilities, penalties, enforcement actions, fines, taxes, liens, encumbrances, costs or expenses (including without limitation, reasonable attorney’s fees and costs of defense) and claims for personal injury, death or property damage which is caused by, arises out of or is related to any use of the Vehicles or the exercise of rights under this Agreement by Recipient or any of its officers, members, agents or employees. Recipient’s obligation under this Section 5 shall include: (a) Indemnification for such claims whether or not they arise from the negligence of either Pierce Transit or Recipient, the concurrent negligence of both Parties, or the negligence of one or more third parties; (b) The duty to promptly accept tender of defense and provide defense to Pierce Transit at Recipient’s own expense; (c) Indemnification of claims made by Recipient’s own employees or agents; and (d) Waiver of Recipient’s immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the Parties. This indemnification has been the subject of specific negotiation between the Parties and shall survive the expiration or termination of this Agreement.

In the event it is necessary for Pierce Transit to incur attorneys’ fees, legal expenses or other costs to enforce the provisions of this Section 5, all such fees, expenses and costs shall be paid by Recipient.

6. DAMAGE EXCLUSIONS AND LIMITATIONS OF LIABILITY.

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

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

(c) The remedies provided in this Section 6 are intended to be in addition to, and not in lieu of, any other remedies available to Pierce Transit at law and in equity, and Pierce Transit shall have, in addition to the remedies set forth in this Section, all such remedies at law and in equity.

7. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

If to Pierce Transit:

Deanne Jacobson
Clerk of the Board
3701 96th St. SW
Lakewood, WA 98499-4431
Email: djacobson@piercetransit.org

If to Recipient:

Jody Ferguson, Director of Pierce County
Emergency Management
2501 S. 35th Street, Suite D
Tacoma, WA 98409
Jody.ferguson@piercecountywa.gov

With a copy to:

Ellen Lenk, Finance Manager
2501 S. 35th Street, Suite D
Tacoma, WA 98409
Ellen.lenk@piercecountywa.gov

Any Party may change the address to which notices shall be sent by notice to the other Party in the manner and with the effect set forth in this Section 7 (j).

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

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

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

PIERCE TRANSIT

BY: _____

Susan Dreier

TITLE: Chief Executive Officer

DATE: _____

RECIPIENT

BY: _____

TITLE: Jody Ferguson

Director of Pierce County Emergency Management

DATE: _____



Action Agenda

TITLE: Authority to Execute a Multi-Year Express Bus Service Operations and Maintenance Interagency Agreement with Sound Transit for Pierce Transit to Continue to Operate Regional Sound Transit Express Service Through December 31, 2027

DIVISION: Service Delivery & Support

SUBMITTED BY: Michael Griffus, Chief Operating Officer

RELATED ACTION:

Resolution No. 99-063, Interlocal Agreement with Sound Transit for the Operation and Maintenance of Regional Express Bus Services

Resolution No. 04-050, Authorization to enter into an Interagency Agreement with Sound Transit for Regional Express Bus Service Operations and Maintenance.

Resolution No. 09-024, Authorization to enter into an Interagency Agreement with Sound Transit for Regional Express Bus Service Operations and Maintenance.

Resolution No. 14-065, Authorization to enter into and execute an amendment to the Interlocal Agreement with Pierce Transit and Sound Transit for ST Express Bus Operations and Maintenance 2010.

Resolution No. 2019-018, Authorized amending the 2019 Operating Budget in the Amount of \$1,599,594 to Operate Sound Transit Express Service on Routes 540/541, Pro-rated to the End of 2019 and Adding Seven (7) Positions.

Resolution No. 2019-034, Authorized the Chief Executive Officer to Execute Amendment No. 2 to Extend the Sound Transit Express Bus Service Operations and Maintenance Contract Through December 31, 2020.

Fact Sheet No. 2020-040, Authorized the Chief Executive Officer to enter into and execute Amendment No. 3 with Sound Transit extending the Sound Transit Express Bus Operation and Maintenance Contract to June 30, 2021.

ATTACHMENTS: Exhibit A, proposed agreement

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: N/A

☒ Operating Budget

☐ Capital Budget

Approximate Local Amount	\$ 341,000,000
Approximate Sound Transit Reimbursement	\$ \$341,000,000

EXPLANATION:
On August 17, 1999, Pierce Transit and Sound Transit entered into an interagency agreement for Regional Express Bus Service Operations and Maintenance. Under the Service Agreement, Pierce Transit operates certain Sound Transit regional express bus routes

Total Expenditure \$ 341,000,000

FUNDING SOURCE:

Annual costs will fluctuate based on hourly rate and service hours performed. This service is cost-neutral for Pierce Transit as Sound Transit will reimburse Pierce Transit for actual costs.

using bus equipment provided by Sound Transit. This agreement has continued without interruption. This submission is to execute a new contract providing service of Sound Transit Regional Express Bus Service from July 1, 2021 through December 31, 2025 and allows for two, one-year contract extensions through December 31, 2027. The estimated costs herein assumes the full contract term with the extensions.

BACKGROUND:

Pierce Transit and Sound Transit have maintained an interagency agreement for the operation of Regional Express Bus Operations and Maintenance since 1999. Pierce Transit (PT) operates and maintains a significant portion of Sound Transit's regional bus fleet in accordance with the terms of the Interagency Agreement for ST Express Bus Service Operations and Maintenance that extends through June 30, 2021. Accommodating both local and regional transit operations needs are important and deemed to be within the public interest. Sound Transit reimburses Pierce Transit for services according to the agreed upon cost allocation model (CAM).

Staff from Pierce Transit and Sound Transit have collaboratively negotiated a fair and reasonable service agreement that ensure high quality service and an equitable compensation plan for the operations of Sound Transit Express Bus Service Operations and Maintenance. Expenses and revenues related to this agreement will be included in the 2022 budget and are financially beneficial to Pierce Transit since a portion of fixed overhead costs are included in the reimbursement. The estimated revenue is approximately \$341 million for the entire term of the contract through December 31, 2027.

The proposed agreement was jointly developed by Sound Transit and Pierce Transit and is the result of many hours of collaborative negotiations between Pierce Transit and Sound Transit staff. While many provisions of the proposed agreement remain unchanged, there are a number of new or revised provisions, including:

- A term of four and one-half years, beginning July 1, 2021 and terminating December 31, 2025, with two additional one-year options for 2026 and 2027.
- The parties understand and accept the need to have the ability to make non-significant service level changes.
- Pierce Transit shall self-insure or obtain/maintain insurance for all risk physical damage coverage on the Sound Transit vehicles in their care, custody, and control. Coverage shall include, but is not limited to, collision, theft, and comprehensive coverage. Valuation for the vehicles shall be the greater of replacement cost or fair market value, dependent on coverage available and conditions for such coverage. Should coverage change or be discontinued, or should Pierce Transit decide to self-insure, Pierce Transit will provide prompt notice of such change.

Pierce Transit's Auto Physical Damage Coverage has elected to maintain Auto Physical Damage coverage through the Washington State Transit Insurance Pool. The Pool provides these coverages utilizing self-insurance and an excess insurance carrier. Important details on this coverage are noted below:

- The Pool maintains the first \$250,000 of loss.

- Vehicles are valued at fair market value.
- Loss more than \$250,000 triggers the excess auto physical damage insurance carrier.
- Pierce Transit has a \$25,000 deductible.
- the Pool coordinates claims for Pierce Transit with the excess auto physical damage insurance carrier.

The excess auto physical damage insurance carrier is Evanston Insurance Company. Important details on this coverage are noted below:

- There is an automatic acquisition clause for vehicles valued less than \$1,350,000. Vehicle losses in excess to that amount are reported immediately.

If the vehicle is not repairable, it is valued at replacement cost if the following conditions are met

- The vehicle is valued at \$250,000 or greater.
- An agreement to meet annually, at a mutually agreeable time, both Sound Transit and Pierce Transit will meet before the adoption of Sound Transit's Service Plan to review the plan.
 - Sound Transit will coordinate with Pierce Transit on policy decisions, service development and planning affecting ST Express Bus Service operated by Pierce Transit.
 - Updates to Security Plan, Security reports, Security assessments, and coordination of efforts to secure services that are operated outside of Pierce County.
 - Sound Transit is responsible for the operating costs for the equity segment from the Narrows Park and Ride to Seattle (East). Pierce Transit is responsible for the segment from the Narrows Park and Ride to the Purdy Park and Ride (East). The service is provided using Sound Transit equipment, including the portion on the Pierce Transit equity segment.
 - Pierce Transit will share disclosable data as it becomes available and provide Sound Transit access to reports and data sharing tools to the extent system capabilities allow.
 - New Literature Distribution flow chart for process and distribution.
 - Partners agree to monthly Joint Leadership team meetings to evaluate service performance.
 - Expanded Title VI and ADA language.
 - Agreed upon updates to the financial authorization process for level of service, the basis and methods for compensation, Cost Allocation Model methodology, invoicing, annual close-out reconciliation of costs and other financial reporting requirements for National Transit Database between Sound Transit and Pierce Transit were updated.
 - Sound Transit agrees to contribute to capital expenditures for base mid-life maintenance, refurbishment, and improvements that reasonably relate Sound Transit's past or future use of Pierce Transit's facilities based on mutually agreed to proportions.
 - Sound Transit will make a one-time contribution not to exceed \$9,135,888 to Pierce Transit to compensate for proportional depreciation payment for non-grant funded bus bases assets and

transit-wide equipment and software/technology assets and a proportional share of land acquisition costs necessary to accommodate Sound Transit buses and service.

- Agreed to include epidemic and pandemic as additional descriptions for “Excuse From Performance” in Section 16.0 of the proposed contract.
- Agreed to updated contract language for fleet requirement and fleet assignments, with service change concepts for future planning efforts over the next five years.
- Pierce Transit will provide ST Express Bus service consistent to minimize environments impacts. Sound Transit will provide sustainability plan and both agencies commit to working together to establish sustainability goals.

Both parties have mutually agreed to the terms of the attached Exhibit A.

STAFF RECOMMENDATION:

Staff recommends approving the Interagency Agreement with Sound Transit for Express Bus Service Operating and Maintenance service as presented in Exhibit A.

ALTERNATIVES:

Do not authorize the Chief Executive Officer to enter into the Interagency Agreement with Sound Transit. The result of this would-be termination of the existing contract that expires on June 30, 2021. This would require parties to continue with existing operations and maintenance of the Sound Transit Express Bus service without an agreement and thus the potential for dissolution of the Sound Transit/Pierce Transit partnership.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to execute a multi-year Express Bus Service Operations and Maintenance Interagency Agreement with Sound Transit for Pierce Transit to Continue to Operate Regional Sound Transit Express Service through December 31, 2027, pursuant to the agreement set forth in Exhibit A.

Interagency Agreement
between
Pierce Transit and Sound Transit
for
ST Express Bus Service Operations and Maintenance
2021

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INTERAGENCY AGREEMENT

between

Pierce Transit and Sound Transit

for

ST Express Bus Service Operations and Maintenance

THIS AGREEMENT is entered into this _____ day of _____ 2021 by the Central Puget Sound Regional Transit Authority ("Sound Transit") and Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit") and as may be referred to individually as "Party" and collectively as "Parties".

Sound Transit is a regional transit authority in accordance with chapters 81.104 and 81.112 RCW and has all powers necessary to implement a high capacity transportation system within the Sound Transit boundaries of King, Pierce and Snohomish counties.

Pierce Transit is authorized to perform public transportation functions in accordance with chapter 36.57A RCW.

Pierce Transit and Sound Transit are authorized to contract for public transportation services under RCW 36.57A.080 and RCW 39.33.050.

Pierce Transit and Sound Transit have determined it to be within the public interest for Pierce Transit to operate a portion of Sound Transit's regional express bus service ("ST Express Bus Service").

The Parties therefore agree as follows:

1.0 DEFINITIONS

Capitalized terms and abbreviations are defined in **Exhibit A: Definitions**.

2.0 FEDERAL REQUIREMENTS

Sound Transit relies on federal assistance in delivery of this program. Therefore, Pierce Transit will comply with the federal provisions provided in the attached **Exhibit I: Federal Transit Administration (FTA) Provisions**, which include (1) (where applicable), FTA Provisions for Interagency Agreement Where FTA Funds are utilized for Program Implementation, and (2) Federally Required Third-Party Contract Clauses.

Listed below are specific reporting requirements related to federal requirements in addition to those provided in **Exhibit I**.

2.1 National Transit Database

Sound Transit is required to submit data to the National Transit Database (NTD). Pierce Transit agrees to abide by the NTD guidelines and support Sound Transit

in meeting its deadlines and requirements as outlined by the NTD guidelines. Pierce Transit will provide data per the guidelines in effect as of the date of the report in accordance with 49 C.F.R. part 603 and include newly required NTD data under MAP-21 regarding asset inventories in accordance with 49 U.S.C. 5326(b)(3) and 5335(c). Financial information reported to NTD must be reported in accordance with the Uniform System of Accounts (USOA).

Should NTD reporting requirement or deadlines change during the term of this agreement which affects the timing or format of submission, the Parties will determine a mutually agreeable revised deadline and/or format for submission of monthly or annual data.

Pierce Transit may not disclose the contents of these reports without prior notification to Sound Transit.

2.1.1 Passenger Miles Report

Annual passenger miles is an NTD data collection requirement and is due to Sound Transit by February 28 of each year. Passenger miles will be estimated using on-board automated passenger counters to identify passenger boardings and alightings by stop and distance traveled. Pierce Transit has installed automated passenger counters (APC) in all buses operated by Pierce Transit including buses owned by Sound Transit. Federal Transit Administration has concurred with Pierce Transit's plan to verify and calibrate APC equipment. Pierce Transit will continue to collect this data and validate the automated passenger counter system in accordance with FTA's standards.

2.1.2 NTD Reporting – Service and Financial Data

Under NTD guidelines, Pierce Transit will provide to Sound Transit service and financial data both monthly and annually.

a. Monthly Data

Pierce Transit will provide Sound Transit with monthly service data that meets federal operating data requirements of the National Transit Database (NTD) by the 25th of each month. A list of the data requirements to be submitted is provided in **Exhibit F1: Reports and Documents** with specific formats in **Exhibit E: National Transit Database Reports** and in **Exhibit F: Management Reports**.

b. Annual Data

As documented in **Exhibit F1: Reports and Documents**, Pierce Transit is responsible for providing annually the following reports:

- By February 28 Passenger Miles
- By February 28 Operating and Service Data
- By February 28 Accounts Receivable Listing by Service Type (a list of billings)

- By March 31 Modal Operating Expenses (in NTD F30 format)
- By March 31 Operating Expense Reconciliation
- By March 31 FTEs and Hours in NTD R10 format
- By March 31 Agreed Upon Process (AUP)

2.2 Americans with Disabilities Act

Pierce Transit will follow the Partner Agency Title VI Complaint Procedures outlined in **Exhibit B: Partner Agency Title VI and ADA Language**.

2.2.1 ADA Complaints

In addition to Pierce Transit complying with Section 2.2 of **Exhibit I: FTA Provisions**, Pierce Transit will notify Sound Transit of any complaints related to providing service to riders with disabilities under federal, state, or local laws or regulations within two days of the complaint. The initial report from Pierce Transit will include the following information:

- Date of complaint and time
- Name of rider
- Rider's address, telephone number, and email
- Route number or facility name

Pierce Transit will notify Sound Transit in writing of the resolution of the complaint within two weeks of resolution. Pierce Transit will also provide a summary of these complaints, in substantially the form provided in **Exhibit B2: ADA Complaint Summary**. This report must be included in the monthly invoice for the invoice to be considered complete by Sound Transit.

2.2.2 Stop Announcements and Route Identification

- a. All operators will use automated stop enunciators and route identifiers. In the event that the automated equipment is inoperable, operators will revert to using the on-board public address system.
- b. When using on-board public address system all operators will announce stops as indicated on the route sheets. This information must conform to 49 C.F.R, Part 37 Transportation Service for Individuals with Disabilities.
- c. Announcements made by the automatic enunciator or the on-board public address system must be audible throughout the bus.
- d. When the bus arrives at a stop, the enunciator or the operator must announce route number and destination so that the announcement is audible to passengers waiting to board.
- e. Pierce Transit will ensure driver compliance with stop announcements

and route identification. If violations are found, Pierce Transit will inform Sound Transit of the violations and the actions taken to discipline or re-train the operators.

- f. Operators who are not complying with the stop announcement policy will be subject to procedures as outlined in Section 6.2 Employee Conduct.
- g. Pierce Transit will conduct stop announcement and route identification audits and will report the results monthly in **Exhibit B1: ADA Bus Stop Announcement Audit**.

2.2.3 Accessible Equipment

- a. As part of their pre-departure checks drivers will:
 - Verify that on-board technology systems are present and operational
 - Cycle wheelchair lift or ramp to ensure proper operations
 - Check that vehicle tie-down equipment is present and working
- b. Pierce Transit will immediately remove from service buses on which accessible equipment is not operating properly if spare vehicles are available.
- c. Vehicles with inoperable accessible equipment including ramps/lifts, wheelchair tie-downs and stop enunciators may be left in service for a maximum of three days if spares are not available. At the end of the three-day period, the vehicle will be removed from service until necessary repairs are made.
- d. Pierce Transit will notify Sound Transit through the Daily Report of any vehicle operating without accessible equipment.
- e. Sound Transit may audit Pierce Transit's use of vehicles without accessible equipment through its quarterly maintenance audit.

2.3 Security

Pierce Transit will provide security services for ST Express Bus Service while operating or domiciled in Pierce County. Security services will be provided on buses and at existing Pierce Transit public facilities in accordance with Pierce Transit's then current standard security procedures. Pierce Transit will coordinate with Sound Transit and other regional transit operators in developing coordinated security services.

2.3.1 Security Plan

Pierce Transit will make available to Sound Transit a copy of Pierce Transit's System Security and Emergency Preparedness Plan (SSEPP) or its current Security Plan for review. Any portion of the System Security

and Emergency Preparedness Plan or Security Plan that is designated as Sensitive Security Information (SSI) will only be shared with “covered persons” listed in 49 CFR 1520.7 with a “need to know.” Those portions designated as SSI will be made available for viewing in person and no copies will be made. Pierce Transit will notify Sound Transit as soon as possible if any revisions are made to the plan.

2.3.2 Security Reports

Pierce Transit will provide Sound Transit with a monthly report (see **Exhibit E3: Security**), including year-to-date totals, as part of the monthly invoice that includes the following:

- All required NTD security reports
- A report of all Part 1 and Part 2 crimes that occur on Sound Transit vehicles, property, or shared facilities (listed by route and/or location, if available)
- A summary of exclusions activity (if applicable)

2.3.3 Security Assessments

Both agencies will coordinate to complete the following security assessments during the life of this agreement:

- Conduct an annual Threat and Vulnerability Assessment (TVA) using the Sound Transit security risk methodology. The TVA should include the following information:
 - Identification of critical assets
 - Crime trend analysis (three years)
 - Identified threats with risk ratings
 - Mitigation plans for each identified threat
 - Residual risk rating after mitigations have been applied
 - Timeline for when new mitigations will be implemented

2.3.4 Security Coordination

Sound Transit will coordinate and supplement Pierce Transit security efforts as necessary, especially when those services are operated outside of Pierce County. Such efforts will include, but are not limited to:

- Having uniformed security personnel board Pierce Transit operated Sound Transit buses at key transfer points and park and ride facilities (to include the Federal Way Transit Center) patrolled by uniformed security staff. Such boardings are intended to allow the security agent to make contact with the operator and make their presence known to passengers. Such boardings are intended to be brief allowing for the operator to report any suspicious or concerning behavior to the security agent.

- Uniformed security staff will maintain records of activity and each contact.
- Sound Transit Security will act as a clearinghouse for coordinating non-emergency assistance on ST Express service operated outside of Pierce County through a single point of contact at the 24/7 Security Operations Center.
- Sound Transit Security Staff and Pierce Transit Staff will meet quarterly to review activities and security concerns identified by Pierce Transit in order to establish plans and strategies for improving security at locations that are problematic.

2.4 Safety

Pierce Transit will maintain a System Safety Program Plan (SSPP) consistent with American Public Transportation Association guidelines, which are consistent with and meet the requirements of the Sound Transit ST Express System Safety Program Plan. Pierce Transit will provide a copy of its current SSPP to Sound Transit upon the effective date of this agreement and when revisions are issued. Pierce Transit will send a representative to Safety TIG meetings to review incidents, potential hazards, and corrective action plans.

2.4.1 Safety Reports

- Pierce Transit will provide Sound Transit notification of any NTD reportable incident within the same timelines for federal reporting (**Exhibit F1: Reports and Documents** – event basis). A preliminary investigation report for any incident meeting NTD reporting criteria must be submitted to Sound Transit within 24 hours. The investigation report will include a description of incident and circumstances.
- Pierce Transit will submit a monthly summary listing of NTD reportable incidents with preventability determination (**Exhibit F2: Preventable Accident Rates by Route** and **Exhibit F3: Accident Detail**) and accident frequency by type (**Exhibit E2: Safety**) by the 25th day of each month in order for Sound Transit to be able to file its monthly safety report with NTD by the last day of the month for the previous month's incidents. The report is to contain all applicable accidents for the year through the latest month reported.

3.0 GENERAL REQUIREMENTS

3.1 Coordination

Pierce Transit will consult with Sound Transit on policy decisions, service development, and planning affecting ST Express Bus Service.

Sound Transit will convene a Joint Leadership Team, which is comprised of representatives appointed by both Parties in the areas of operations, vehicle

maintenance, safety, and security as a minimum who are responsible for monthly review of **Exhibit D: Performance Standards**, and any follow-up actions related to this review. Sound Transit will schedule monthly meetings of the Joint Leadership Team to evaluate service performance, and identify areas of performance and continuous improvement. In areas where performance standards are not being met the Joint Leadership Team will discuss causes and potential solutions. Pierce Transit will be responsible for forming a corrective plan to meet Performance Standards. Sound Transit will be responsible for reviewing the plan and providing input. Pierce Transit will then create a written final action plan designed to improve performance.

3.2 Records and Audits

3.2.1 Maintenance of Records

Pierce Transit will maintain books, records, documents, and other evidence directly pertinent to performance of the work under this agreement in accordance with Generally Accepted Accounting Principles (GAAP).

3.2.2 Record Retention

Pierce Transit, including its consultants, will retain books, records, documents, and other evidence directly pertinent to performance of the work under this agreement in accordance with State record retention requirements or as modified for compliance with federal program requirements.

3.2.3 Access for Audit Purposes

Sound Transit, the Comptroller General of the United States, any state or federal funding agency or any of their duly authorized representatives will, for the purpose of audit and examination, have access to and be permitted to inspect and copy books, records, documents, data, and other evidence for inspection, audit, and copying, in accordance with Washington State record retention requirements. Sound Transit will also have access to such books, records, and documents during the performance of work if deemed necessary by Sound Transit to verify Pierce Transit's work and invoices, to assist in negotiations for additional work, and to resolve claims and disputes. Financial audits conducted under this Section will be in accordance with Generally Accepted Auditing Standards (GAAS) and established procedures and guidelines of the reviewing or audit agency(ies).

Pierce Transit agrees to the disclosure of all information and reports resulting from access to records under this Section. Prior to disclosure, Sound Transit will provide Pierce Transit the opportunity for an audit exit conference, an opportunity to comment, and to submit any supporting documentation on the pertinent portions of any draft report. The final audit report will include written comments of reasonable length, if any, of Pierce Transit.

3.3 Subcontracting

Pierce Transit may use a subcontractor to provide the operation and maintenance of ST Express Bus Service to the extent permitted by law. Any changes to the method in which the service is provided must be approved in writing by both parties. Pierce Transit will ensure that its subcontractor meets all requirements of this contract, including but not limited to all requirements of Federal Transit Administration and Sound Transit.

Unless otherwise stated in this agreement, "Pierce Transit" means Pierce Transit and any of its subcontractors.

3.4 Operating Policies

Pierce Transit will determine which of the following policies pertains to a particular situation depending on the type of actions being taken. Upon request, Pierce Transit will inform Sound Transit whose policy is in effect for a particular type of action. The order of priority listed below will apply.

- a. State and Federal law and/or regulations: The Parties and their subcontractors must obey all applicable state and federal laws and guidelines.
- b. Sound Transit's ST Express Policies and Procedures as adopted; see **Exhibit J** in effect on the date of this agreement.
- c. Pierce Transit's policies.

3.5 Specialized Training

Sound Transit may require specialized training for Pierce Transit staff over-and-above training required to comply with Section 6. The scope and cost of this training will be authorized in accordance with Subsection 12.4.

3.6 Environmental Sustainability

Sound Transit has an established environmental policy, a sustainability initiative, and an Environmental and Sustainability Management System (ESMS) certified under the International Standards Organization (ISO) 14001. Sound Transit is committed to protecting the environment for present and future generations. The intent of the environmental policy is to:

- a. Comply with all environmental laws and regulations.
- b. Restore the environment by providing mitigation and corrective actions, and ensure that environmental commitments are implemented.
- c. Avoid environmental degradation by minimizing releases to air, water and land.
- d. Build relationships with contractors, vendors, consultants and transit partners during planning, design, construction and operations to protect and enhance the environment.
- e. Maintain an ESMS with environmental objectives and targets that are measurable, meaningful and understandable.

Pierce Transit will provide ST Express services consistent with this policy to the maximum extent possible by working proactively with Sound Transit to minimize environmental impacts.

Sound Transit will provide Pierce Transit with Sound Transit's most recent sustainability plan and both agencies commit to working together to established sustainability goals including:

- a. Reducing greenhouse gas emissions by 10 percent.
- b. Plan Sound Transit bus bases for convertibility to accommodate future zero-emission technologies.
- c. Determine battery electric bus feasibility for Sound Transit bus services.
- d. Collaborate in regional strategic planning and coordination for battery electric bus infrastructure.
- e. Sharing insights and coordinating long-term planning for fleet conversion to alternative fuels or electrification.
- f. Coordinating long-term planning for electrification infrastructure plans and needs.

The parties will meet at least annually to discuss strategies to work towards these goals and potential for collaboration and coordination.

4.0 COOPERATION

4.1 Planning

The Parties will engage in cooperative planning which include consideration of the following factors: coordination of plans for service and policies of affected jurisdictions which may impact the provision of services, long range plans of Sound Transit and Pierce Transit, safe and efficient operation of transit systems, attractiveness of the services to the public, security requirements, traffic congestion and capacity issues of affected jurisdictions, operating and maintenance requirements, fare payment methods, and other factors that serve the public interest or that are otherwise agreed to by the Parties.

Annually, at a mutually agreeable time, the Parties will meet to review a draft of Sound Transit's service plan before adoption. At that time, Pierce Transit will be invited to provide input and ask questions, both in writing and verbally, regarding the plan. Once received, Sound Transit will respond to those questions, in writing, within 14 business days, or otherwise provide an explanation as to why that deadline can't be met while simultaneously establishing a new timeline.

During this meeting Sound Transit will present specific details on routes assigned, platform hours, fleet requirements and fleet assignment for the upcoming year's March and September service changes. Timing of proposed plans may impact the ability to incorporate platform hours in the Cost Allocation Model for the budget period. If there is a variance, platform hours will be reconciled at year-end as agreed upon in Section 12. Sound Transit will also

present service change concepts for future planning efforts in order to give Pierce Transit a concept of upcoming service levels over the next five years.

4.2 Designated Representatives

To ensure effective cooperation, each Party will designate representatives responsible for communications and coordination between the Parties. Designated Representatives are responsible for the following:

- a. Coordinating input and work of other staff members
- b. Annual review of the costs
- c. Revising or preparing exhibits and amendments to this agreement
- d. Identifying and resolving issues

The contact information of the current Designated Representatives is provided in **Exhibit C: Designated Representatives**. Each Party may unilaterally update its contact information in **Exhibit C** as necessary by providing an amended copy of **Exhibit C** to the Designated Representative of the other Party in accordance with Section 19.0.

5.0 ROLE OF SOUND TRANSIT

5.1 Coordination

Sound Transit will consult with Pierce Transit on policy decisions, service development, and planning affecting ST Express Bus Service operated by Pierce Transit. These decisions are generally made by the Sound Transit Board of Directors. Sound Transit will coordinate with Pierce Transit concerning any changes proposed in ST Express Bus Service schedules or routes. Pierce Transit's comments will be considered in the decision-making process as described above.

5.2 Sound Transit Rights and Responsibilities

5.2.1 Planning

Sound Transit is responsible for planning and oversight of the ST Express Bus Service system and final decision-making authority remains with Sound Transit. Sound Transit will participate with other agencies in planning efforts including, determining and modifying the following matters, consistent with the terms of this agreement:

- a. Times of day services are to be rendered.
- b. Routes on which buses are to run.
- c. Location and identification of ST Express Bus Service stops to pick up and discharge customers.
- d. Number and sizes, including seat capacities, of buses in service.

5.2.2 Oversight

In addition to its rights under Section 3.2, Sound Transit will have the

following rights with respect to management and financial oversight, and monitoring the performance of Pierce Transit:

- a. Review and inspection of all records, facilities, and equipment developed or used by Pierce Transit in performance of this agreement, including Pierce Transit's cost-sharing allocations, schedule adherence, and fare and data collection procedures.
- b. Review of the use of fuel, lubricants, repair parts, and supplies used by Pierce Transit in servicing the Sound Transit buses.
- c. Inspection of any Sound Transit bus
- d. Review Pierce Transit's facilities and activities for purposes of monitoring Pierce Transit's maintenance performance.

Reviews and inspections may occur at any time during normal business hours and Sound Transit will provide sufficient notice prior to reviews and inspection to ensure that it does not interfere with Pierce Transit's ability to fulfill its obligations under this agreement. Pierce Transit will provide records or permit inspections in a timely manner.

6.0 PERSONNEL AND PERFORMANCE STANDARDS

Pierce Transit will provide ST Express Bus Service as follows:

6.1 Personnel

Pierce Transit will furnish qualified and properly trained personnel, including but not limited to: operators, mechanics, schedulers, customer service representatives, supervisory staff, technical staff, and clerical staff, as necessary to provide the ST Express Bus Service under this agreement. Pierce Transit will be solely responsible for complying with the terms and conditions of agreements with any labor organizations representing Pierce Transit employees and will hold Sound Transit harmless for any claims arising out of Pierce Transit's labor or collective bargaining agreements.

6.1.1 Recruitment

By March 1 of each year, Pierce Transit will provide Sound Transit with copies of its current recruitment selection processes for those who operate, maintain, or supervise Sound Transit vehicles.

6.1.2 Training

Pierce Transit will maintain an overall training program that includes initial, refresher, and any specialized training for ST Express Bus Service. Pierce Transit will maintain records of its training program during the term of this agreement.

6.1.3 Transit Operator Medical Certification

Pierce Transit will provide Sound Transit with a description of its current medical certification requirements for transit operators. The description will include how Pierce Transit monitors medical cards, special conditions, and how Pierce Transit offers assistance to transit operators with special conditions. Any updates during the term of this agreement will be sent to Sound Transit.

6.2 Employee Conduct

Sound Transit may report concerns about a Pierce Transit employee's safety, security, general welfare, or customer satisfaction in the performance of this agreement. The determination of whether any corrective measures will be taken as a result of such a complaint rests solely with Pierce Transit in accordance with Pierce Transit's policies, procedures, and collective bargaining agreements.

6.3 Performance Monitoring

Pierce Transit will manage its employees' performance and will provide a copy of the description of its ongoing performance monitoring programs and tools for employees performing ST Express Bus Service to Sound Transit upon request.

6.4 Service Performance Standards

Pierce Transit will meet or exceed the performance standards provided in **Exhibit D: Performance Standards**. The performance standards are provided to measure quality of service and productivity, to encourage excellence, and to quickly identify and remedy problem areas. Pierce Transit will report on its performance against these standards on a monthly basis. If performance standards are not met, then Sound Transit may request a meeting with Pierce Transit to determine what changes are required to meet the standards. Sound Transit and Pierce Transit will determine and implement actions, where appropriate, to address and remedy substandard performance.

Route level performance is reported monthly using the format in **Exhibit E1: Route Statistics**.

6.5 Information Reporting

6.5.1 Information Sharing

In the spirit of transparency, Sound Transit and Pierce Transit will share disclosable data as it becomes available. Access to reports, data sharing tools and business analytics dashboards for operations, vehicles maintenance, planning, safety, security data and information will be provided to the extent of system capabilities allowed.

As Pierce Transit develops and implements new technological methods of data collection, Pierce Transit will make disclosable data available to Sound Transit in a mutually agreeable timeline and format. Any additional request by Sound Transit for access to Pierce Transit's normally collected disclosable data or reports will be reviewed and agreed upon and included in the Cost Allocation Model (CAM) annual rate.

6.5.2 Monthly Performance Report

Pierce Transit will prepare, maintain, and submit monthly reports regarding ST Express Bus Service similarly in the form and manner prescribed in **Exhibit F1: Reports and Documents** to the extent possible using Pierce Transit's standard data collection process and procedures. Pierce Transit will submit this report to Sound Transit's Bus Operations Manager or designee at the Sound Transit administrative offices by the 25th of each month for the previous month. The monthly report will match the data used to generate invoices and will provide a basis for annual reconciliation.

6.5.3 Weekly Report

By Tuesday noon of each week, Pierce Transit will provide to Sound Transit's Bus Operations Manager and designees a Weekly Report to include:

- Scheduled trips by day and total week
- Extra trips by day and total week
- Total Trips Scheduled by day and total week
- Cancelled or Incomplete Trips
- Completed Trips by day and total week
- Percent Completed by day and total week
- Time Points Checked for on-time performance
- Percentage of Trips on Time
- Peak Pull
- Coach Substitutions (PT for ST) by day and total week
- Fleet Availability by day and total week "Daily Report"
- ST Incomplete and Cancelled Trips with Details

6.5.4 Daily Report

Pierce Transit will provide Sound Transit's Bus Operations Manager and designees with the Pierce Transit's Daily Report by email by 0900 hours each service day. The report will address service disruptions as well as the cross-use of the fleet identified in Section 9.1.1.

6.5.5 Other Reports

Additional reports are required under other sections of this agreement. **Exhibit F1: Reports and Documents** attempts to list all such reports. **Exhibit F1** may be changed as needed by mutual agreement of Sound Transit's Executive Director of Operations or designee and Pierce Transit's Chief Operating Officer or designee.

7.0 ROUTE PLANNING/SCHEDULING

7.1 General

Sound Transit will coordinate with Pierce Transit in a timely manner concerning

changes proposed for the ST Express Bus Service that may affect Pierce Transit's service, schedules, or routes. Pierce Transit's comments will be considered in the decision-making process.

Pierce Transit will coordinate with Sound Transit in a timely manner concerning changes proposed for its service that may affect ST Express Bus Service, schedules, or routes. Sound Transit's comments will be considered in the decision-making process.

ST Express Bus Service planning and scheduling services provided by Pierce Transit for Sound Transit will be consistent and in accordance with Pierce Transit's standard procedures.

7.1.1 Coordination with Local Jurisdictions

Pierce Transit will facilitate coordination of ST Express Bus Service with affected jurisdictions comprising Pierce Transit's public transportation benefit area as necessary including:

- a. Siting, installation and maintenance of bus stops, passenger shelters, signage, and other passenger amenities along routes.
- b. Coordinating due to construction activities.
- c. Authorizing layovers, restroom access for transit operators, and other accommodations.

If issues arise, Sound Transit will assist Pierce Transit in their resolution.

7.2 Planning Process

7.2.1 Biannual Service Change Planning

Pierce Transit will provide planning services to support Sound Transit's biannual service change process. These services include field analysis, route planning support, and schedule preparation.

Biannual route performance reviews will inform Sound Transit's proposed changes to service. Sound Transit will coordinate with Pierce Transit on the preliminary route designs or route/scheduled modifications for ST Express bus service prior to the release of the service change packages. New or modified route designs must include stop locations, service frequencies, service spans, and the estimated number of platform and revenue hours by day of operation. The service change packages will formalize previous coordination among the parties and provide details on changes to service.

a. Field Analysis

Pierce Transit will field test proposed routes, verify run times, suggest additional or different stops for consideration, arrange for transit bus tests of proposed routes as necessary, and identify suitable layover areas.

b. Design Schedules

Sound Transit may request design models. Design models are schedules which have been created and generally tested by Sound Transit staff and then refined by Pierce Transit planning staff. Sound Transit staff may request design models to re-evaluate a route's schedule based on performance monitoring issues identified by Sound Transit staff. Requested design models are not considered final, and the production of these schedules are not intended to be "what-if" or iterative. These schedules will be used to support the preparation of the service change recommendations.

In the event Sound Transit proposes radical or significant changes or major restructuring, Sound Transit may request Pierce Transit to prepare run-cutting and blocking schedules in preparation of the service change recommendations; otherwise run-cutting and vehicle blocking are considered too labor-intensive for design models.

Pierce Transit will coordinate with Sound Transit to create procedures for the transfer of ST schedule files in a format and timing acceptable to both parties.

c. Future Planning Coordination

Pierce Transit will meet on an annual basis to coordinate future planned changes to service for both ST Express and Pierce Transit local service. Pierce Transit will review Sound Transit's future service plans and if satisfied that Pierce Transit can provide the planned service without any concerns, Pierce Transit will notify Sound Transit in writing to that effect. If Pierce Transit does have concerns, the parties will meet in an attempt to resolve Pierce Transit's concerns until Pierce Transit can provide the written statement above or the concerns are settled through the dispute resolution process.

7.2.2 Service Change Modifications

The "Service Change Package" formalizes previous coordination between the Parties and details the implementation of service changes. Pierce Transit will operate Sound Transit buses on routes provided in the written instructions provided in the Service Change Package. If service is increased, Pierce Transit will provide additional personnel necessary to implement the increase, at Sound Transit's expense in accordance with Section 12. If Pierce Transit has concerns regarding meeting the Service Change Package requirements, Pierce Transit will immediately notify Sound Transit and both parties will work toward a mutually satisfactory solution.

a. Service Change Timeline

The Parties will coordinate service changes in conjunction with scheduled service change dates. Service changes, both major and

minor in nature, will be developed and managed using the following Sound Transit guidelines.

- 149 days prior to service change – Sound Transit distributes “Service Package #1”, including estimated Platform and Revenue Hours and peak/off-peak coach requirements. Sound Transit staff will touch base with appropriate Pierce Transit staff while developing the package to discuss potential issues that need addressed and/or allow adequate time for Pierce Transit staff to test potential scheduling scenarios.
- 120 days before the service change – Pierce Transit must provide Sound Transit with comments on Service Package #1 and inform Sound Transit of any changes to facilities or signage that will be required by the Sound Transit service changes and any impacts of Pierce Transit’s service changes on Sound Transit.
- 105 days prior to service change – Sound Transit will provide “Service Package #2” addressing any concerns raised by Pierce Transit.
- 100 days prior to service change – Pierce Transit will provide preliminary schedules for review.
- 85 days before service change – Pierce Transit will create and provide final schedules and headway reports downloaded through Hastus or other scheduling software. Pierce Transit will conduct an internal quality control process to ensure accurate delivery of schedule data. Any change after 85 days is defined as an unpredicted service change (see below.)
- 40 days before service change – Pierce Transit will provide vehicle statistics reports.

b. Fleet Requirement for Service Change

For each service change, the Parties will jointly and in a timely fashion, review the service change package, Sound Transit fleet plan, and the preliminary schedules to gain consensus as to the fleet requirement for operations and maintenance.

7.3 Unscheduled Service Change

Scheduled service change dates are the preferred time to make changes in routes and schedules. Fare changes must be made at the beginning of a month due to the processes associated with pass sales. If a change is required at another time, the parties will coordinate and determine the impact of the unscheduled service change on each agency. If either Party is implementing an unscheduled service change that will have an impact on the existing operation of the other Party, at a date that does not coincide with a regularly scheduled service change, or on an accelerated schedule, the Party implementing the

change will be responsible for any additional costs necessary to revise service, customer information, and facilities as required to implement the changes. These costs will be estimated and agreed upon by the Parties prior to any work being conducted.

7.4 Minor Service Adjustments

The parties understand and accept the need to have the ability to make non-significant service level change. Non-significant service level changes are defined as any change that will not alter a work assignment greater than 29 minutes. Both Pierce Transit and Sound Transit will coordinate with each other prior to implementing any such minor service adjustment.

7.5 Public Process

Sound Transit is primarily responsible for community outreach for Sound Transit Bus Service. Sound Transit and Pierce Transit will coordinate with each other in developing the design of the public process for upcoming service changes that involve both Sound Transit and Pierce Transit service, including the nature and content of printed community outreach materials to communicate information about the changes, and staffing for public events associated with the service changes. The Parties will agree to cost sharing for producing jointly-designed printed media before a project is started.

8.0 VEHICLE MAINTENANCE

8.1 Operations and Maintenance Compliance

Pierce Transit will ensure compliance with the following standards in providing ST Express Bus Service:

- a. All applicable local, state, and federal laws and regulations including but not limited to those of the:
 - Americans with Disabilities Act
 - Federal Motor Vehicle Safety Standards
 - Federal Environmental Protection Agency
 - Washington State Department of Ecology
 - Federal Transit Administration
- b. The manufacturer's recommended preventative maintenance program.
- c. Industry standard procedures.
- d. The maintenance plan approved by the Parties.

8.2 Buses

Sound Transit will provide Pierce Transit with all buses, including spare buses that are necessary to operate the ST Express Bus Service. The exact number and type may be modified as necessary to provide optimal ST Express Bus Service. The Parties will negotiate and agree upon additional costs resulting from a change in fleet composition.

Pierce Transit will maintain the same components and configuration in the buses

as originally purchased unless otherwise approved by Sound Transit. Sound Transit will pay for the cost of changes proposed by Sound Transit, recommended or directed by the manufacturer, or mandated by regulation. Sound Transit will consider changes proposed by Pierce Transit but reserves the right to request Pierce Transit to pay for such changes.

8.3 Maintenance - Extent of Services

Pierce Transit will provide the management, technical, and mechanical services for the maintenance of Sound Transit bus equipment. Services provided by Pierce Transit will be consistent and in accordance with Pierce Transit's standard maintenance procedures. A copy of Pierce Transit maintenance plan and procedures will be provided to Sound Transit on an annual basis. Pierce Transit will use preventative maintenance intervals of 6,500 miles and will use the FTA's NTD standard metric of plus or minus ten percent for determining compliance. If the Parties agree to change the intervals or compliance ranges, Pierce Transit will document in the maintenance plan the name of the fleet management program, the new intervals used, and new compliance ranges. **Exhibit F5: Vehicle Maintenance** provides a format for reporting maintenance-related data.

The Parties will meet at least annually to discuss condition of the existing fleet and possible need for replacement vehicles over time. Once buses reach the last year of their 12-year expected life, Pierce Transit will notify Sound Transit of work to be done and potential costs for major components replacements, if needed. Major components are items such as power train, DPIM, DPF, and compressors. Major component repair, replacement, or repair on buses within their last year of expected life must be approved in advance by Sound Transit.

8.3.1 Warranty

Pierce Transit will complete and submit warranty claim requests and communicate directly with bus manufacturer's warranty department to resolve all warranty-related claims, inquiries and payables. In the event Fleet Defect qualifying failures occur during the warranty period, Pierce Transit will act on behalf of Sound Transit as the "contract agent" and will submit all written notifications to the bus manufacturer for the purpose of obtaining a resolution for said defects. Copies of the notifications will be submitted to Sound Transit. Pierce Transit is entitled to retain any warranty reimbursements but such reimbursements will offset maintenance expenses charged to Sound Transit.

Pierce Transit will process Sound Transit fleet warranty claims through its existing claim procedure and in accordance with the Manufacturers requirements. Pierce Transit will pursue warranty claims to the maximum extent of coverage. Pierce Transit will provide a monthly report detailing warranty claims to the Sound Transit Bus Operations Manager or designee as provided in **Exhibit F6: Warranty** or other format as approved by Sound Transit.

If a bus manufacturer notifies Sound Transit of a disputed warranty claim made by Pierce Transit, Sound Transit will immediately notify Pierce

Transit of the dispute and forward all notices to Pierce Transit for resolution between Pierce Transit and the manufacturer.

Pierce Transit will not take, or fail to take, any action that will void or diminish the effectiveness of the manufacturer's warranty for the buses.

8.3.2 Major Fleet Defects and Manufacturer Recalls

Pierce Transit, as Sound Transit's authorized agent, will coordinate the resolution with the bus manufacturer and for managing the repair of the bus when bus manufacturers issue a recall, a notice of safety issue, or in the event a major fleet defect is identified.

The repair may require a Task Order to complete (See Section 8.3.5 Maintenance Initiatives). Pierce Transit and Sound Transit will review the nature of the defect and collaborate on potential solutions including options for meeting daily service requirements. The Parties must agree on the cost of the repairs before they are made.

8.3.3 Severely Damaged or Broken Buses

A bus is severely damaged or broken when the cost of repairs exceed \$10,000. For each severely damaged or broken bus, Pierce Transit will provide a detailed estimate of the repair cost and a recommendation as to whether to replace or repair. Pierce Transit will consider the age and condition of the bus in its recommendation. Pierce Transit has an ongoing responsibility to advise Sound Transit when subsequent information reveals more extensive damage than originally estimated.

8.3.4 Maintenance Initiatives

Sound Transit may request Pierce Transit to provide support for various fleet procurement and maintenance related initiatives. In addition, Pierce Transit may suggest an initiative that may benefit Sound Transit. The types of initiatives include, but are not limited to the following:

- new vehicle in-plant inspection services
- post-delivery vehicle inspection
- revenue vehicle service preparation
- vehicle decommissioning
- equipment retrofit
- heavy repairs (not including ordinary engine and transmission replacements)
- major overhauls (not including ordinary maintenance)
- fleet-wide mechanical repairs and upgrades

Pierce Transit will determine if personnel and/or equipment is available to support these requests. If such an initiative is pursued, the Task Order process described in Section 12.3 will be used to establish scope and cost.

8.4 Storage and Maintenance Facilities

Pierce Transit will provide storage and maintenance facilities for Sound Transit buses.

8.4.1 Midday Bus Storage

To reduce operating costs and improve efficiency, Sound Transit and Pierce Transit have jointly developed a program to store selected Sound Transit buses in Seattle between morning and afternoon/evening rush hours.

Sound Transit will provide, develop and maintain the bus storage site. Pierce Transit will develop and implement an operations plan and create schedules for the bus runs designated for midday storage.

8.5 Fuel/Lubricants, Tires, Parts, and Supplies

Pierce Transit provides all materials and supplies necessary for the operation of the buses unless otherwise provided in this agreement. Pierce Transit will maintain stores of and provide fuel, lubricants, tires, repair parts, and supplies required for the orderly operation, maintenance, and repair of the buses. Pierce Transit will select parts, fuel, lubricants, tires, and other maintenance items based on manufacturer specifications or better. Proposed changes must be agreed upon by the Parties prior to implementation.

8.5.1 Fuel/Lubricants

Pierce Transit will supply all necessary lubricants and solvents. The quality must be equal to that used on Pierce Transit equipment. Pierce Transit will safely store and furnish fuel and lubricants for the operation of the buses, in accordance with applicable laws.

Pierce Transit will report quantity and price of fuel and fluids as shown in **Exhibit F5: Vehicle Maintenance** and in specific reports listed in **Exhibit F1: Reports and Documents**. (e.g. Fleetwatch report).

8.5.2 Tires

Pierce Transit will provide and maintain all bus wheels and tires.

8.5.3 Parts and Supplies

Pierce Transit will supply all parts and supplies needed to maintain or repair the buses.

If vehicles being decommissioned are the last of a manufacturer's make and/or model, the Sound Transit Bus Operations Manager or designee will meet with Pierce Transit staff and agree upon the type, number, and value of the spare parts being decommissioned and the cost for Pierce Transit's work under this section. Once the quantity and value of obsolete

parts have been identified and agreed upon, Sound Transit will determine the best and most appropriate way to dispose of the obsolete parts.

8.6 Cleaning

Pierce Transit will clean buses with the frequency and in the manner specified in **Exhibit H: Bus Cleaning Matrix**.

8.7 Equipment Return

Should Pierce Transit return to Sound Transit any bus or equipment for any reason, such property will be returned in the same operational condition as when delivered to Pierce Transit, normal wear and tear excepted.

8.8 Bus Logs and Files

In addition to any requirements set forth in Section 3.2 or Section 6.5, Pierce Transit will maintain accurate, written and/or electronic records of repairs made to each bus. These records will detail the bus number, date of repair, detailed description of the complaint and/or repair, materials required to perform the repair, and mileage at the time of the repair. If Pierce Transit keeps records in hard copy, the records will be filed by coach number and by chronological order. Pierce Transit will make these records available to Sound Transit on request. In addition, Pierce Transit will maintain separate records showing the periods during which each bus has been out of service for repairs. Pierce Transit will make these records available to Sound Transit upon request including on-site read access to fleet management system electronic files (currently Spear or Trapeze).

9.0 OPERATIONS

9.1 Operation - Extent of Services

Pierce Transit will manage all aspects of the street operation of the ST Express Bus Service including service quality, communications, security, and safety. Pierce Transit will provide drivers, first line supervisors, management, and administrative personnel, as well as any other resources required to operate ST Express Bus Service. Service provided by Pierce Transit will be consistent and in accordance with Pierce Transit's standard operating procedures including emergency procedures, unless otherwise stated in this agreement or in Sound Transit's ST Express Policies and Procedures as adopted; see **Exhibit J** for a copy in effect on the date of this agreement. Copies of Pierce Transit's applicable procedures will be provided to Sound Transit annually; with updates provided as necessary.

9.1.1 Cross-Use of Fleet

The Parties expect that there will be circumstances under which Pierce Transit will need to use its own buses to provide ST Express Bus Service. The Parties also expect that there will be circumstances under which Pierce Transit may need to use Sound Transit-owned buses to provide its bus service. However, the cross-use of fleets is expected to be

infrequent, for a short-term, and only when necessary. Under such circumstances, the Parties agree that Pierce Transit may use its equipment to operate ST Express Bus Service and Pierce Transit may use Sound Transit's buses to operate Pierce Transit's service. Pierce Transit will note any cross-use in the daily report and provide, through the monthly report, date, routes affected, number of trips, platform hours, platform miles, type of bus and reason for cross use.

If, in the opinion of either Party, the cross-use of fleet becomes more frequent than intended by this section, the Parties will meet to discuss the reasons for the cross-use and will agree upon a course of action to minimize cross-use.

The Parties are allowed to cross-use the buses only if such use of each other's buses does not adversely impact the bus service of the Party providing the buses for cross-use. Cross-use of buses purchased with federal funding may only be used in conformance with FTA restrictions and regulations.

9.2 Service Disruptions

9.2.1 Inability to Perform Bus Service

If there is a shortage of available buses or operators, or if any other reason prevents Pierce Transit from performing any schedule or route on any day, Pierce Transit will notify Sound Transit's Bus Operations Manager or designee as soon as practical. Notification will be made in person or by telephone and email.

9.2.2 Response to Road Failures

In order to ensure safe, reliable, and high quality service, Pierce Transit will respond to road failures in accordance with its standard operating procedures and practices. Road failures will be reported monthly using **Exhibit F5: Vehicle Maintenance**.

9.2.3 Re-route Notification

Sound Transit recognizes that, due to emergency, temporary situations, and in some cases long-term service disruptions, alternative routing may be necessary. Pierce Transit will notify the Sound Transit's Bus Operations Manager or designee as soon as possible about the cause of disruption, duration, and description of the re-route.

9.2.4 Emergency Notification

Pierce Transit will notify immediately (within 15 minutes) in person, by telephone, or by email Sound Transit's Bus Operations Manager or designee of any emergency operations, or any accidents or incidents that result in death, serious injury, or major disruptions of service. Notice must be given according to Sound Transit's **ST Express Policies and**

Procedures as adopted; see **Exhibit J** for a copy in effect on the date of this agreement.

A preliminary report detailing a High Priority Emergency must be submitted to Sound Transit's Bus Operations Manager by the end of the shift in which the incident occurred. Sound Transit staff will review the report and participate in incident follow up. A final incident report must be sent to Sound Transit. If the report is adequate, Sound Transit will approve it within seven days.

Pierce Transit will document all Low Priority Incidents in the Daily Report (Section 6.5.3).

9.3 Service Delivery

Pierce Transit is responsible for managing the workforce and operating service so that ST Express Bus Service is delivered to the customers in a safe, reliable, cost-effective and courteous manner as follows:

- a. Pierce Transit will maintain adequate field supervision to monitor the daily operation of the ST Express Bus Service any time revenue service is being performed. Upon request, Pierce Transit will provide Sound Transit with a shift schedule and coverage area.
- b. Pierce Transit will provide a sufficient number of trained drivers to ensure that the ST Express Bus Service is operated in accordance with this agreement.
- c. Pierce Transit will provide accident and incident investigation/management for safety, security, employee, and customer issues. Information on preventable accidents will be provided monthly in the format provided in **Exhibit F2: Preventable Accident Rate by Route**. Accident detail will be provided monthly using the format in **Exhibit F3: Accident Detail**.
- d. Pierce Transit will provide management as necessary for routine and extraordinary services.

9.4 Short-term, Additional Service

Pierce Transit may also be requested to perform the following types of short-term additional service:

9.4.1 Special Service

Special Service is service that is not on a route published in Sound Transit's Ride the Wave Transit Guide or other Sound Transit bus schedule, which operates off-route of any publicized service. Pierce Transit, to the extent its resources will allow, will operate Sound Transit buses for Special Service when requested. The services will include buses, operators and other appropriate personnel. Compensation will be made at the price agreed to under Subsection 12.1.

Sound Transit is not obligated to use Pierce Transit for this purpose and may use other partner or third-party contract for this purpose.

Sounder commuter rail backup service (bus bridging) is a type of Special Service. Sound Transit acknowledges that some training for Pierce Transit personnel may be necessary in order to provide bridging service. Sound Transit will pay for the cost of any specialized training Sound Transit agrees is needed in accord with Paragraph 3.5 of this agreement. For Sounder bus bridges, when passengers must be moved from train to bus or bus to train, Sound Transit will be responsible for directing its customers to the bus or train service.

9.4.2 Extra Service

Extra Service is service that is in addition to regular service and operates on a route published in Sound Transit's Ride the Wave Transit Guide or other Sound Transit bus schedule. Extra Service may be necessary due to non-emergency service disruptions or passenger overloads. Compensation for Extra Service will be performed at the Cost Allocation Model (CAM) rate per hour.

a. Extra Service Initiated by Pierce Transit

Pierce Transit may add Extra Service when needed on regular ST Express Bus Service routes during two circumstances:

- (i) if a high passenger load is anticipated with sufficient time to seek Sound Transit's approval, Pierce Transit may contact Sound Transit to propose additional service on established, publicized routes, or
- (ii) if Pierce Transit identifies an unexpectedly high passenger overload situation or a gap in service, Pierce Transit may add additional service without the approval of Sound Transit.

If the Extra Service is expected to operate for more than one day, Pierce Transit's Contracted Services Administrator or designee will request approval from Sound Transit's Bus Operations Manager or designee, who may verbally approve continuation of Extra Service.

b. Extra Service Initiated by Sound Transit

Sound Transit may request Extra Service, through Pierce Transit's Contracted Services Administrator, on regular ST Express routes that are included in the annual Service Implementation Plan. To the extent its resources will allow, Pierce Transit will operate these services when requested by Sound Transit, provided that Sound Transit notifies Pierce Transit of the trips to be operated at least 5 days before the date of the requested Extra Service. Pierce Transit will respond to Sound Transit's Bus Operations Manager or designee to confirm that service will be implemented.

9.5 Revenue Processing

Pierce Transit is responsible for collecting and processing Sound Transit fare revenue for the operation of ST Express Bus Service.

- Farebox or other fare collection equipment will measure cash revenue. This data will be collected by bus number. Pierce Transit will submit cash fare revenue within 30 days of the close of the month in which service was provided.
- Non-electronic fare media (i.e. paper tickets) will be collected and stored with the same degree of security and accuracy as used for Pierce Transit's own fare media. Pierce Transit will submit non-electronic fare media at least quarterly.

Sound Transit may conduct an annual audit of farebox and ridership reports to verify accuracy of data reported by Pierce Transit against separately measured counts performed by Sound Transit. Audits may only be conducted more frequently in the event of an adverse finding or findings in the prior year's audit.

Pierce Transit will maintain on-board ORCA equipment to ensure data is collected and transmitted to the ORCA clearinghouse.

Sound Transit will be liable for any and all taxes due on the fare revenue Pierce Transit has collected on behalf of Sound Transit.

10.0 CUSTOMER SERVICES, MARKETING AND MEDIA RELATIONS

Pierce Transit will provide the necessary management, training, automated information, and telecommunications services to provide customer services and distribute products for ST Express Bus Service. Sound Transit will ensure that current information and products are available to Pierce Transit. The Parties may choose to coordinate and, at times, work jointly in marketing, advertising, employer communication, route promotion, and special services. Those customer services, communications, and marketing duties and responsibilities not specifically described below are the responsibility of Sound Transit.

10.1 Customer Services

10.1.1 Information and Products

ST Express Policies and Procedures as approved by Transit Integration Group (TIG) Steering Committee provide the framework for customer services provided by Pierce Transit. A copy of these policies in effect on the date of this agreement is provided in **Exhibit J**.

a. Schedule Information and Trip Planning

Pierce Transit will provide ST Express Bus Service schedule information and trip planning using customer service representatives

and automated systems in the same manner provided for Pierce Transit services during the standard hours of service.

Sound Transit will review and approve of Pierce Transit's online and print material containing Sound Transit service information. Pierce Transit will review and approve Sound Transit's online and print material containing Pierce Transit service.

b. Electronic Information

Pierce Transit will provide ST Express Bus Service online schedule and service information by way of a link to the Sound Transit Web site. Sound Transit will provide a link to Pierce Transit's web site.

Sound Transit will provide Pierce Transit with Sounder and Link schedules for the regional automated trip planning database.

Pierce Transit and Sound Transit will add or modify current schedule data into the regional automated trip planning database as changes are made and provide such changes to the other parties as soon as possible.

c. Fare Media Services

Pierce Transit is responsible for selling all forms of bus fare media (not including Ticket Vending Machine [TVM]-vended media) used by Sound Transit. Pierce Transit will sell and distribute regional passes and other fare media in accordance with the terms of the "Amended and Restated Interlocal Cooperation Agreement for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System" and other regional fare media and revenue agreements entered into by Pierce Transit with Sound Transit.

d. Printed Customer Information Distribution

Pierce Transit will store and distribute Sound Transit service information, rider alerts, and marketing materials at agreed upon locations in the normal course of business.

e. Customer Service Updates

The Parties will update each other's customer service staff or other staff, regarding its service and facility changes.

f. Ad-hoc Information

Pierce Transit will send emergency, detour, and service interruption information to Customer Service E-mail with a copy to the ST Express Duty Officer in electronic format and will include at a minimum, the stops missed, the stops added and the duration of the service impact. Specific procedures have been created for adverse weather

conditions. See **Exhibit J** for the **ST Express Policies and Procedures**; in particular, Operations Sections 4 and 5 in effect on the date of this agreement.

10.2 Customer Communication

10.2.1 Customer Comments, Complaints & Commendations

Pierce Transit will collect and report customer comments for Pierce Transit-operated ST Express Bus Service using categories similar to the format and manner attached as **Exhibit E4: Customer Service Comments**.

10.2.2 Lost and Found Services

Pierce Transit will provide lost and found services for Pierce Transit operated ST Express Bus Service in the same manner and during the same hours as Pierce Transit provides for its services and in accordance with the operating procedures listed in Sound Transit's ST Express Policies and Procedures or as otherwise agreed by the Parties.

10.2.3 Signage and Signage Hardware

The signage addressed in this section is signage that is changed frequently, usually on a service change or shorter basis, like rider alerts. Permanent signage is addressed in Section 11. Before each service change (if not more often), staff members of Pierce Transit and Sound Transit will review and reach consensus on a matrix of tasks outlining specific responsibilities related to signage. This consensus will be documented in a matrix entitled "Multi-Agency Signage Responsibilities: Service Change Related Schedules and Signage." This document will be kept current by both agencies. Because the information and the Parties' needs are dynamic, this document will be maintained separately from this agreement. Both parties acknowledge its existence and the joint intention to create a coordinated, practical, and flexible assignment of tasks. A sample of this matrix document is provided in **Exhibit K**.

As a general rule and unless otherwise specifically agreed to in writing, Pierce Transit will design, produce, and install on-street bus stop and bus stop specific information.

As a general rule and unless otherwise specifically agreed to in writing, for in-facility signage:

- Rider alerts (i.e., temporary signage) will be installed and removed by the Party sourcing the need for the Rider Alert. For example, if Sound Transit needs to modify bus departure times at the facility, Sound Transit will install and remove Rider Alerts. If Pierce Transit needs to change bay assignments, then Pierce Transit will install and remove Rider Alerts.

- Variable message signs that are part of the on-board bus systems will be programmed by Pierce Transit.
- Variable message signs owned by Sound Transit and not part of the on-board systems will be programmed by Sound Transit.

10.3 Marketing

Sound Transit will market and advertise ST Express Bus Service. Pierce Transit will include marketing materials about Sound Transit provided by Sound Transit where it is geographically appropriate. The Parties may collaborate on marketing and advertising and information sharing.

If Pierce Transit includes references to Sound Transit services in any written or electronic communications or marketing materials (including online schedule information) Pierce Transit will clearly designate the services or facilities as being provided by Sound Transit and include the Sound Transit logo where feasible.

If Sound Transit includes references to Pierce Transit services in any written or electronic communications or marketing materials (including online schedule information), Sound Transit will clearly designate the services or facilities as being provided by Pierce Transit and include the Pierce Transit logo where feasible. See **Exhibit P: Sound Transit Literature Distribution**.

10.3.1 Outreach

a. Printed Customer Information Materials

Pierce Transit may include Sound Transit information in Pierce Transit's rider materials. When Sound Transit service is mentioned, Sound Transit will be clearly identified as the service provider. Materials produced will follow Sound Transit's naming conventions and review process in accordance with the Sound Transit's ST Express Policies and Procedures as adopted; see **Exhibit J**, in particular, Customer Service Section 7 in effect on the date of this agreement and the "Sound Transit Editorial and Style Guide."

b. Community Outreach

Pierce Transit will include information about Sound Transit service and safety in their community (i.e., employer, school) outreach program where geographically appropriate.

c. Surveys

The parties may choose to collaborate on customer surveys and share information as appropriate.

10.3.2 Transit Advertising on Sound Transit Vehicles

Sound Transit retains rights to sell and install advertising on vehicles

owned or leased by Sound Transit (except those used for emergency or cross-use purposes). Pierce Transit Maintenance Department will help Sound Transit's advertising contractor with Sound Transit-related advertising tasks, including advertising frame removal and mounting, washing, and transporting vehicles to and from installation locations upon reasonable notice and at times that least interfere with Pierce Transit's ongoing maintenance functions. Pierce Transit will ensure that its advertising contracts only include vehicles owned or leased by Pierce Transit. Sound Transit will ensure that its advertising contracts only include vehicles owned or leased by Sound Transit.

Any labor charges related to maintaining Sound Transit advertising and moving vehicles for advertising installation is covered by this agreement.

10.3.3 Media Relations

Except as otherwise provided, Sound Transit will communicate with the media regarding ST Express Bus Service. Pierce Transit will contact Sound Transit regarding all media requests and inquiries related to ST Express Bus Service. In that instance, the Parties will collaborate on the response and on which organization will respond.

ST Express Bus Service special or event service information, including media advisories and press releases, will be coordinated between Pierce Transit's Public Relations Officer and Sound Transit's Public Information Officer.

11.0 MAINTENANCE AND OPERATIONS OF FACILITIES

11.1 Passenger Facilities Use and Maintenance

Both Parties own facilities within the service area covered by this agreement. Operations, maintenance (including both repairs and cleaning), and permanent signage are the responsibility of the Party that owns the facility. Each Party may operate its bus service in and out of the other Party's park-and-ride lots, transit centers, and other passenger facilities without cost. The Good Neighbor Policy, attached as **Exhibit L: Good Neighbor Policy**, is the defining document for this section.

The Tacoma Dome Station operations and maintenance cost is addressed in a separate agreement between Sound Transit and Pierce Transit.

11.2 Permanent Signage

Permanent signage are the signs and hardware intended to remain in place unchanged for long periods of time. Changeable signs and information are addressed in Section 10.2.3. Generally speaking, permanent signage located on property is the responsibility of the owner agency. Way-finding and traffic directional signage may be exceptions and the bus operating agency may need specific signage or the local jurisdiction may require particular signage.

For those joint use facilities that utilize the Regional Signage Program, the regional graphic standards will apply. When the Regional Signage Program and the Tactile Way-finding Standards are utilized, both Parties will be recognized at the facility.

All signage referencing Sound Transit must adhere to the “Customer Signage Design Manual” (a Sound Transit Document).

Variable message signs that are part of the On-board Systems for Pierce Transit are the responsibility of Pierce Transit to operate, program and maintain. Variable message signs that are owned by Sound Transit are the responsibility of Sound Transit.

In all cases, either Sound Transit or Pierce Transit may install sign media (see Section 10.2.3).

11.3 Maintenance

Responsibility for sign maintenance, where maintenance is understood to include repair to damaged hardware, cleaning, and graffiti removal is determined as follows:

- If Sound Transit owns the facility and if Sound Transit owns the sign, then Sound Transit repairs, cleans and inspects the sign and sign hardware.
- If Sound Transit owns the facility and if Pierce Transit owns the sign, then Pierce Transit repairs, cleans and inspects the sign and sign hardware.
- If Pierce Transit or the State owns the facility and Sound Transit owns the sign, Sound Transit repairs, cleans and inspects the sign and sign hardware.

Sound Transit will clean and maintain the regional signage system hardware (that is Sound Transit’s responsibility above) twice a year. Sound Transit will manage graffiti removal where it is responsible above as reported by Pierce Transit.

By separate agreement, Sound Transit may request that Pierce Transit provide operations and maintenance including repairs and cleaning services at Sound Transit facilities where Sound Transit is responsible for such repairs and cleaning above on a facility-by-facility basis.

12.0 FINANCIAL AUTHORIZATION, COMPENSATION AND PAYMENT

This section sets forward the annual financial authorization process for level of service, the basis and methods for compensation, invoicing, annual close-out reconciliation of costs, and other financial reporting requirements for NTD between Sound Transit and Pierce Transit.

Pierce Transit will maintain financial books, records, documents and other evidence directly pertinent to the performance of the work under this agreement in accordance with Generally Accepted Accounting Principles (GAAP).

12.1 Baseline Cost

12.1.1 Cost Allocation Model (CAM)-Annual Rate Development

a. Cost Allocation Model

The Cost Allocation Model (CAM) allocates costs for all ST Express bus service and for other Pierce Transit services. The amounts billed to Sound Transit do not represent a time and materials calculation of cost; rather, the CAM annual rate represents blended costs that are allocated in a way to apportion costs in a fair and reasonable manner between the two agencies. The CAM results in a set hourly rate for all Pierce Transit provided services.

b. Estimated CAM Approval Process

Annually, both Sound Transit and Pierce Transit will review and agree upon, in writing, the CAM used to allocate costs to Sound Transit for the following year. The annual CAM approval may be made by the Executive Director, Operations of Sound Transit and Executive Director, Finance of Pierce Transit, and the CAM will be documented on a Cost Submittal Letter defining the cost per platform hour rate, which need not be approved by the Parties' respective governing boards.

Should it be determined that a change in the CAM methodology is needed, for any reason, both Parties must agree to the changes in writing. Any change must include an explanation for the change. Examples of reasons for changing the CAM are the restructure or reorganization of budgetary units or a change in services provided. If the Parties do not agree to changes to the CAM methodology by the timelines established in Section 12.1.3, the rates established using the currently agreed-upon CAM methodology will be used until agreement is reached. Differences in rate will be reconciled in the year end reconciliation process provided in Section 12.7.

The CAM uses a set of cost centers. Pierce Transit maintains a cost center descriptions document that will be updated within the CAM model on an annual basis. Pierce Transit will provide more detailed descriptions of the cost centers if requested by Sound Transit.

Decision rules represent the methodology used to allocate the cost center expenditures of Pierce Transit services, including ST Express Bus Service. Decision rules and allocation methods will be updated in the CAM on an annual basis as needed and provided to Sound Transit for its review. When possible, decision rules and allocation methods will represent direct metrics that can be uniquely attributed to support Sound Transit maintenance and operations, such as platform hours, number of vehicles or vehicle miles.

The CAM process will be further defined in a general CAM Process

Document that will be updated to reflect any process changes by Pierce Transit and reviewed by Sound Transit on an annual basis. The intent of this document is to provide information on the CAM process that can be used as a reference tool for training and education by both Pierce Transit and Sound Transit.

Sound Transit can request, and Pierce Transit will provide in a timely manner, detailed backup data to review cost center data or metrics, such as operator or mechanic work hours and expenses during the annual reconciliation process. Sound Transit and Pierce Transit will work together to determine a reasonable time frame to deliver the information and that time frame will be communicated and documented via email.

Certain cost centers are excluded from the CAM model that allocates cost to Sound Transit. Pierce Transit will review, on an annual basis, cost centers to be exempt for being allocated to Sound Transit Express Bus Service. The exemptions will be based on cost center functions and excluded in the CAM. Pierce Transit will clearly identify these cost centers not allocated to Sound Transit within the CAM model.

Proportional depreciation expense will be based on platform hours for specific assets at Pierce Transit used to directly maintain, support or operate ST Express services. Sound Transit and Pierce Transit will review, agree and document the rationale for any changes to cost per platform hours rates. The proportional depreciation expenses described by this paragraph will be applied retroactively beginning on January 1, 2021.

12.1.2 Facilities Use Contribution

Sound Transit will make a one-time contribution not to exceed \$9,135,888 to Pierce Transit to compensate for proportional depreciation payment for non-grant funded bus base assets and transit-wide equipment and software/technology assets and a proportional share of land acquisition costs necessary to accommodate Sound Transit buses and service from 1999 to 2020 ("Facility Use Contribution").

- a) Sound Transit and Pierce Transit agree that the assets identified in **Exhibit Q: Asset List** are a complete and accurate list of Pierce Transit owned assets used to provide Sound Transit service not covered by previous depreciation or direct capital payments from Sound Transit to Pierce Transit. Pierce Transit certifies that the assets identified in **Exhibit Q: Asset List** does not include any assets purchased or owned by Sound Transit.
- b) Pierce Transit's right to the Facility Use Contribution is based on its previous provision of Sound Transit services and accrues upon execution of this Agreement. Pierce Transit will invoice Sound

Transit for the Facility Use Contribution when it submits its first invoice under this Agreement. The Facility Use Contribution will be identified separately from other items on the invoice.

12.1.3 CAM Documented in Annual Cost Submittal Letter

No later than October 31, Pierce Transit will provide its proposed CAM for the upcoming year. Sound Transit will review and provide comments to Pierce Transit on the proposed CAM by November 10. The Parties will agree by December 15 upon an estimated CAM rate per hour for the upcoming year at which point Sound Transit will provide a Cost Submittal Letter to be countersigned by Pierce Transit. If these dates cannot be met due to extraordinary circumstances, both agencies will agree on a new time frame in writing. The cost submittal letter will include the schedule represented in **Exhibit G3: Financial Data Submissions**.

The pricing template format is substantially that of the NTD Form F 30 and these expense objects and functions will be consistent with the NTD definitions. See **Exhibit G1: Rate Setting** attached. The costs used to develop the pricing template will be generated using the estimated budget for Pierce Transit, operating statistics for both agencies, and the CAM as described in Section 12.1.1 above.

12.1.4 Change to Baseline Costs

Either Party may propose a change to the CAM during the year, but the Parties may effect changes only by agreement in writing.

In the event that Sound Transit increases or decreases planned levels of service by more than 10% within a given year, the Parties may agree to renegotiate the basis for compensation or any other term or condition of this agreement.

12.2 Extra Service and Special Service

Section 9.4 Short Term, Additional Service describes the operational aspects of Extra and Special Service. The rate of Extra Service and Special Service will be the annual rate determined by the CAM after reconciliation. See, **Exhibit G1: Rate Setting**.

12.3 Catastrophic Event Service

The cost for Catastrophic Events Services is subject to the CAM annual rate determined in reconciliation. Sound Transit will pay for all costs of the emergency. Pierce Transit will identify the total cost of the emergency and will bill separately from all other expenses.

12.4 Task Orders

Sound Transit may request Pierce Transit to perform tasks beyond the scope

specifically provided in this agreement. In addition, Pierce Transit may suggest initiatives that may benefit Sound Transit. Pierce Transit will decide how the work will be performed.

Sound Transit will use a proposed Task Order (**Exhibit O: ST Express Bus Operations Task Order**) to provide a written scope to Pierce Transit. Work assigned by task order will typically not be subject to the CAM annual rate, and Sound Transit encourages Pierce Transit to review the initiative in detail and develop a cost estimate to perform the work (parts, labor, travel, lodging, materials, etc.). The cost of such work will be initially determined by Pierce Transit and provided in written format by modifying the proposed Task Order with additional documentation when available. Sound Transit is not obligated to award this work to Pierce Transit.

In each Task Order, Sound Transit will set a percent or dollar amount that the actual costs may vary from the estimate without further action. Pierce Transit will notify Sound Transit's Bus Operations Manager if the cost of work increases beyond the percent or dollar amount. Pierce Transit must secure Sound Transit's Bus Operation Manager's pre-authorization and written approval to proceed with the work.

Compensation for additional work that is deemed operation expense (as noted in the Task Order) will be added to the monthly invoice as a separate line item. Compensation for additional work which is deemed capital expense will be invoiced separately. Documentation of work accomplished and actual costs must be provided.

Costs paid through Task Orders will be removed from the CAM.

12.5 Periodic Review of Financial Performance

The Parties will meet two times during the year to review the budget versus actual performance of Pierce Transit. These meetings will take place no earlier than May and as part of the annual negotiation process in November. The purpose of these meetings will be to identify any issues that might have a budget impact on the current year, or for future annual planning.

12.6 Invoices and Payment

12.6.1 Monthly Invoices

Pierce Transit will invoice monthly using the format attached as **Exhibit G2: Monthly Invoice Summary**, after having submitted the Monthly Report (Section 6.5.1).

a. Standard Invoice

Monthly, Sound Transit will be invoiced for one twelfth the estimated CAM annual rate for the current year.

b. Additional Invoices

- Special and Extra Service will be reported monthly, separately from all other expenses and from each other. The invoice process for those services will be agreed upon by both Parties. Pierce Transit will provide documentation as to the service provided, revenue hours and miles driven, and passengers carried.
- Sounder Backup service will be identified separately from other Special Service. The invoice process will be the same as the Special and Extra Service process above. Pierce Transit will provide documentation as to the service provided, revenue hours and miles driven, and passengers carried.
- Catastrophic Event Service will be billed separately from all other expenses.
- Task Orders will be invoiced separately from all other expenses as provided in section 12.4 and will also be supported with complete documentation.

12.6.2 Payment

Upon submission of a properly supported and complete invoice, Sound Transit will pay invoices within 30 days of receipt. The standard invoice will be considered complete only when all monthly information is provided as required (Section 6.5.1.). Incomplete invoices will not be processed for payment.

Pierce Transit will send the invoice electronically to:
accountspayable@soundtransit.org

If Sound Transit disputes the charges, documentation, or the completeness of the invoice, Sound Transit will notice such objections to Pierce Transit in writing within 20 days after receipt of the completed invoice. Disputes must be reconciled and if changes are necessary, a new invoice will be issued along with documentation canceling the original invoice. Disputes will be subject to the dispute resolution procedures as set forth in this agreement. Notwithstanding this paragraph, Sound Transit's right to dispute changes or audit is not prejudiced.

12.7 End of Year Requirements and Reconciliation

12.7.1 General

The Parties will submit a list of billings for the year by service and will complete the compilation of all service and other operating data reported to NTD no later than February 28. Pierce Transit and Sound Transit will also complete a preliminary financial annual reconciliation of all reported NTD data no later than March 31 for each party to be able to submit their data on or before April 30 of each year for the prior year's costs.

Furthermore, all financial information is to be prepared on an accrual basis to be included as part of the year-end reporting close and mutually agreed upon with adequate supporting documentation no later than March 31. If these dates cannot be met due to extraordinary circumstances, both agencies will agree on a new time frame in writing.

12.7.2 Reconciliation Items

Any additional reconciling items that are identified after March 31 but prior to the completion of each agency's financial audit (unless material to the financial statements of either one or both Parties) will be reflected in the next fiscal period. Sound Transit's Deputy Executive Director Operations Support Services, or their designee and the Executive Director of Finance of Pierce Transit respectively will review such determinations on a case-by-case basis and reach agreement on the disposition of the matter.

12.7.3 Documentation

Pierce Transit will provide its trial balance and operating statistics for the previous calendar year. Any changes in division components due to reorganizations, or changes in rules applied to the divisions, will be identified by Pierce Transit. Both parties must concur with the change in writing. Any division allocation that cannot be substantiated in this manner must be revised to meet the agreed-upon methodology.

12.7.4 Settlement

Total cost per the agreed-upon CAM will be compared to the total actual payments and will result in a reconciling amount. The settlement of the annual reconciliation will be made by separate invoice.

12.8 Taxes and Fees

Pierce Transit is responsible for the correct application of tax exemptions, deductions, payment and invoicing of federal, state, and local taxes on services provided under this agreement. Sound Transit will reimburse Pierce Transit for taxes associated with the provision of Sound Transit service.

In the event of a tax dispute requested by Sound Transit, Sound Transit will defend, indemnify and hold harmless Pierce Transit from and against any liability if taxes are not paid as instructed by Sound Transit.

12.9 Equity Segment 595

Route 595 consist of two equity segments. There is a portion of Route 595 that is outside of the Sound Transit taxing district. Sound Transit is not authorized to operate and/or pay costs associated with routes that travel beyond the taxing district boundaries. Partners agree to use NTD Policy Manual for the Route 595 equity segment determination. Sound Transit is responsible for the equity segment from the Narrows Park & Ride to Seattle (East). Pierce Transit is responsible for the segment from the Narrows Park & Ride to the Purdy Park &

Ride (West). The service is provided using Sound Transit equipment, including the portion on the Pierce Transit equity segment.

Sound Transit is responsible only for the operating costs for the Sound Transit equity segment of Route 595. Sound Transit will retain the fare revenue of this route and report the service statistics and costs for the Sound Transit equity segment to NTD. Pierce Transit will report the service statistics and costs to NTD for the Pierce Transit equity segment of Route 595.

13.0 DISPUTE RESOLUTION

In the event of any dispute concerning this agreement, the Designated Representative for Sound Transit, as defined in **Exhibit C**, and Pierce Transit's Contracted Services Administrator (who also serves as the liaison between Pierce Transit and Sound Transit) will confer to resolve the dispute. These personnel will use their best efforts and exercise good faith to resolve disputes and issues arising out of or related to this agreement.

In the event the Sound Transit Designated Representative and the Pierce Transit Contracted Services Administrator are unable to resolve the dispute, the Executive Director of Operations or designee for Sound Transit and the Chief Operating Officer for Pierce Transit will confer and exercise good faith to resolve the dispute.

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

In the event the Chief Executive Officers for Sound Transit and Pierce Transit are unable to resolve the dispute, the Parties will submit the matter to mediation by a mutually agreed upon professional mediator. The Parties will share equally in the cost of the mediator. If the parties reach resolution of the dispute in mediation, the parties and the mediator will memorialize that agreement in writing, which will be binding on the parties.

Neither party may seek relief in a court of law until and unless each of these procedural steps is exhausted.

14.0 INSURANCE AND RISK MANAGEMENT PROGRAM

Pierce Transit will provide insurance coverage during the entire term of this agreement as set forth in **Exhibit M: Insurance and Risk Management Program**.

15.0 INDEMNIFICATION AND DEFENSE

15.1 General Indemnity

To the maximum extent permitted by law, each Party will defend, indemnify, and hold harmless the other Party and all of its officials, Board members, employees, principals, and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property ("Claims"), which arise out of, are connected with, or are due to the negligent acts or omissions of the indemnifying Party, its contractors, and/or employees, agents, and

representatives in performing its obligations under this agreement. Each Party's obligation under this Section 15 applies only to the extent of the negligence of that Party or its contractors, employees, agents, or representatives.

The indemnification obligations above also apply to and require each Party to defend, indemnify, and hold harmless the other Party for Claims brought by an employee of one Party against the other Party if said Claim is alleged to have arisen from the alleged negligent acts or omissions of the employee's employer, and in such case, the Parties with respect to each other only waive and will not assert against each other, any immunity under the Industrial Insurance Act, including RCW Title 51. This waiver is limited to actions by and between the Parties only and does not extend to the employees of either Party. The Parties expressly do not waive their immunity against Claims brought by their own employees.

In the event either Party incurs attorney's fees, costs, or other legal expenses to enforce the provisions of this section against the other Party, all such fees, costs, and expenses will be recoverable by the prevailing Party.

15.2 Labor Indemnity

Except when caused by the default under this agreement by Pierce Transit or as a result of a termination for convenience by the Pierce Transit, Sound Transit will defend, indemnify, and hold harmless Pierce Transit and its officials, employees, and agents against any and all claims, demands, suits, actions, damages or liability (collectively "Claims") for labor protections provided to transit employees within Sound Transit's service area under 49 U.S.C. §5333(b) that are based upon a Sound Transit 13(c) agreement and arise out of, are connected to, or are materially related to the commencement, operation, modification, or termination of the ST Express Bus Service that is the subject of this agreement. Sound Transit's obligation applies whether the claim is brought against Sound Transit under a Sound Transit 13(c) agreement or against Pierce Transit under a Pierce Transit 13(c) agreement, or against both. Sound Transit will have complete control over any such claim or action, including, but not limited to, the right to defend, contest, or settle the claim or action. Pierce Transit will cooperate fully with Sound Transit in the handling of any such claim or action. Pierce Transit will defend, indemnify, and hold harmless Sound Transit against all Claims for labor protection that result from Pierce Transit's default under this agreement or its termination of this agreement for its convenience.

15.3 Labor Compliance

As a condition of Sound Transit's receipt of federal grant funds to acquire capital assets in connection with this agreement, Sound Transit and various locals of the Amalgamated Transit Union representing transit employees in the Sound Transit service area have entered into an "Agreement Pursuant to Section 13(c) of the Federal Transit Act", dated February 29, 1996 and as amended March 30, 1999 ("Sound Transit's 13(c) Agreement"). With respect to Pierce Transit employees covered by Sound Transit's 13(c) Agreement, Pierce Transit agrees to comply with the terms of Sound Transit's 13(c) Agreement in the provision of ST Express Bus Services. If compliance requires Pierce Transit to incur additional costs

above its own 13(c) compliance obligations unassociated with Section 15.2, Sound Transit will reimburse Pierce Transit the actual and reasonable additional costs that are not already included in the overhead rates paid under this agreement.

15.4 Survival

The provisions of this section survive any expiration or termination of this agreement.

16.0 EXCUSE FROM PERFORMANCE

The Parties will be excused from performing their respective obligations under this agreement in the event they are prevented from so performing by reason of fire, flood, earthquake, storm, natural disasters, strikes, lockouts, labor disputes, explosion, war, insurrection, terrorism, riots, epidemic, pandemic, acts of any government (including judicial action) or any other similar cause that is beyond the control of and not the fault of the Party claiming excuse from performance. However, the Party claiming excuse from performance must, within 24 hours, or as soon as reasonably possible, present to the other Party written notice of the facts constituting such cause and claiming excuse from performance under this section. If Pierce Transit is excused from performing its obligations under this agreement in accordance with this section, Sound Transit may perform all such obligations itself with other personnel without liability to Pierce Transit including under section 15.2 (Labor Indemnification). Further, in the event Pierce Transit is excused from performing its obligations, in accordance with this section reasons for a period of 30 days or longer, Sound Transit will have the option to immediately terminate this agreement by giving Pierce Transit written notice. Contract termination under this section will be considered termination for convenience.

17.0 TERMINATION OF AGREEMENT

17.1 Termination for Default

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

- a. Written notice of intent to terminate at least 90 days prior to the date of termination stating the manner in which the other Party has failed to perform the obligations under this agreement.
- b. An opportunity for the other Party to cure the default within the 30 days of notice of termination. In such case, the notice of termination will state the time period in which cure is permitted and any other appropriate conditions.

If the defaulting Party fails to remedy the default or the breach to the satisfaction of the other Party within the time period established in the notice of termination or any extension to the notice period, granted by the Party not at fault, this agreement will be deemed terminated.

17.2 Termination for Convenience

Either Party may terminate this agreement, in whole or in part, in writing, for its convenience provided that the other Party will be given:

- a. Written notice of intent to terminate no less than 12 months prior to a major service change.
- b. Opportunity for consultation with the Party initiating the termination prior to the termination date.

17.3 Activities upon Termination

Upon termination of this agreement by expiration of the term or as provided in this section, the Parties agree to cooperate to develop a coordinated plan for terminating the services rendered up until the time of termination, determine reasonable contract close-out costs for termination for convenience only and account and dispose of the buses and equipment provided by Sound Transit in the manner Sound Transit directs. In the event of termination by default or breach, Sound Transit will compensate Pierce Transit only for the services satisfactorily rendered to the date of termination at the rates and amounts provided in this agreement, with no payment for contract close-out costs as otherwise provided in this section.

17.4 Survival of Provisions

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

18.0 LEGAL COMPLIANCE

18.1 Personnel

Pierce Transit and all subcontractors will comply with all applicable state and federal laws, regulations, rules, and procedures with respect to employer's liability, worker's compensation, unemployment insurance, and other forms of social security and also with respect to withholding of income tax, state disability insurance, and any other proper withholding from wages of employees.

18.2 Rights and Remedies

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

18.3 Relationship of Parties

18.3.1 Personnel

No agent, employee, subcontractor, or servant of Pierce Transit will be deemed to be an employee, agent, or servant of Sound Transit. Except

as expressly provided in this agreement, the manner and means of conducting the ST Express Bus Service are under the sole control of Pierce Transit, and Pierce Transit will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this agreement. Pierce Transit will direct the performance of all its personnel, agents, employees, and subcontractors.

18.3.2 Independence of Parties

This agreement is solely for the benefit of the Parties and gives no right to any third party. No joint venture or partnership is formed as a result of this agreement. The employees, agents, or subcontractors of one Party are not deemed, or represent themselves to be, employees of the other Party.

18.4 Non-Exclusivity of Agreement

Sound Transit may enter into agreements with other entities to provide ST Express Bus Services within Pierce Transit's service area.

18.5 Parties in Interest

Nothing in this agreement is intended to:

- Relieve or discharge the obligation or liability of any third-party to either Party
- Give any third-parties any right of subrogation or action against the either Party

18.6 Assignment

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

18.7 Binding on Successors

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

18.8 Waiver of Default

A waiver of any default will not be construed to be a waiver of any subsequent default. Waiver of breach of any provision of this agreement will not be construed to be deemed to be a waiver of any other or subsequent breach and will not be construed to be a modification of the terms of this agreement unless agreed to in writing.

18.9 Entire Agreement

This agreement, including attachments and exhibits, constitutes the entire agreement between the Parties with regard to ST Express Bus Services, except as otherwise expressly provided in this agreement.

18.10 Amendments and Modifications

Modifications or amendments of this agreement are only valid if they are in writing and signed by authorized representatives of the Parties.

The agreed upon terms of any additional work including, but not limited to, scope and compensation, will be in the form of Task Order (described in Section 12.5 and **Exhibit O: ST Express Bus Operations Task Order**), an addendum or modification to this agreement.

Amendments to the policies outlined in this agreement are subject to the approval of the Parties' respective Boards. Amendments and revisions to Exhibits may be authorized by Sound Transit's Executive Director of Operations or designee and by Pierce Transit's Chief Operating Officer or designee.

18.11 Severability

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

18.12 Calculation of Time

Unless specifically provided otherwise, references to time periods of five or less days will be considered business days and time periods of greater than five days will be considered calendar days.

18.13 Other Agreements

This agreement applies to ST Express Bus Service performed as of the date of this agreement and will supersede the 2015-2019, as amended ST Express Bus Service Operations and Maintenance Agreement..

19.0 NOTICE

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

Chief Operating Officer
Pierce Transit
3701 96th St. SW
Lakewood, WA 98496-0070

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

20.0 EFFECTIVE DATE AND TERM

20.1 Effective Date

This agreement takes effect upon execution by the Parties.

20.2 Term

The first six months of this agreement starting on July 1, 2021 will end on December 31, 2021; all subsequent years of this agreement will begin on January 1 and end December 31. This agreement will expire on December 31, 2025, with an option to extend for two additional one-year periods.

21.0 EXECUTION OF AGREEMENT

This agreement may be executed in counterparts, each of which is regarded for all purposes as one original.

The Parties have executed this agreement as of the date set forth below their signatures.

PIERCE COUNTY PUBLIC
TRANSPORTATION BENEFIT
AREA CORPORATION
("Pierce Transit")

CENTRAL PUGET SOUND
REGIONAL TRANSIT
AUTHORITY
("Sound Transit")

Sue Dreier
Chief Executive Officer

Peter Rogoff
Chief Executive Officer

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Pierce Transit Legal Counsel

Sound Transit Legal Counsel

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Deanne Jacobson, Clerk of the
Board/Public Records Officer

Sound Transit Authorizing
Resolution

Date: _____

Date: _____

EXHIBITS (See Separate Document)

EXHIBIT A: DEFINITIONS

EXHIBIT B: ADA REPORTS

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EXHIBIT M1: Insurance and Risk Management Program

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EXHIBIT Q: DEPRECIATION ASSET SHEET

EXHIBITS (See Separate Document)

EXHIBIT A: DEFINITIONS

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Exhibit A: Definitions

ADA: Americans with Disabilities Act

ADA Complaint: An ADA complaint is any complaint that challenges Sound Transit's compliance with the ADA or FTA's regulations regarding ADA.

Baseline Cost: Baseline costs are ordinary cost associated with maintenance and operation of a public transit bus in planned level of revenue service identified in the Service Implementation maintenance of new technology added to the bus. Baseline costs are not to include extraordinary costs such as non-scheduled service, engine or transmission replacement, vehicle acceptance/service prep or disposal of vehicles. Any services that require separate cost submittals and/or are addressed in separate agreements between Sound Transit and the operating partner shall be excluded from the Baseline Cost for ST Express Bus Service.

Bus Cleanliness: Bus Cleanliness is approximated by tracking the number of detailed interior cleanings and the number of daily exterior bus washes. The interior cleaning measure is calculated by identifying the number of buses whose interior was detailed and dividing by the number of buses whose interior was due to be detailed during a month multiplying by 100. The exterior bus wash measure is calculated by identifying the number of bus washes actually accomplished per day and dividing by the total due over the course of a month. The number due is affected by days when freezing or near freezing temperatures, water shortages, power outages or bus wash breakdowns can prevent bus washes from happening. (See Exhibit I.)

Bus Stop: A bus stop is a designated space for loading and/or unloading bus passengers.

Catastrophic Event: A catastrophic event is one which is unforeseen, serious enough to affect a large percent of Sound Transit's service area or number of routes and lasting more than a couple of days. Catastrophic events generally require more extensive planning and efforts including operating plans, budgets, start-up plans and shutdown plans to handle the situation. Examples of catastrophic events are floods that shut down an operating base, a major earthquake or a large-scale terrorist attack.

Central Link: Sound Transit's Central Link Light Rail Service.

Commuter Rail: Sound Transit's Sounder Commuter Rail Service.

Customer Service: Customer Service is a performance measure that approximate customer satisfaction based on number of complaints. This measure is shown by identifying the number of customer complaints and setting this number in ratio to the number of boardings divided by 100,000. This measure excludes complaints relating to Sound Transit fares, policies and procedures, compliments or suggestions for service changes.

Deadhead: Travel between a base and the beginning or end of a route, or between the ends of one route to the start of another route (vehicle is not in passenger service).

Direct Costs: The variable cost of providing an additional hour of service. Direct costs do not include overhead.

Estimated Timepoint (See Timepoint): An estimated timepoint is notated timepoint in which the scheduled time may likely be inaccurate due to widely varying circumstances. Estimated timepoints occur only on the downstream end of a route and quite often are at the end of a major freeway segment.

Extra Service: Bus trip(s) added to a regular route to address overloads, connections or other customer needs.

Fixed-Route Service: Bus service following a consistent path, generally using the same streets, highways, and other roadways on all scheduled trips as identified in Sound Transit's "Ride the Wave Transit Guide" (or its successor).

Generally Accepted Accounting Principles (GAAP): GAAP is a set of uniform accounting rules for recording and reporting financial data to represent accurately financial results. The Financial Accounting Standards Board and the Government Accounting Standards Board endorse these standards through a combination of authoritative pronouncements created by the policy boards thus providing accepted ways of doing accounting in the United States of America.

Generally Accepted Auditing Standards (GAAS): GAAS is a set of guidelines used by auditors when conducting financial audits on an organization. These standards have created a systematic guideline for auditors to follow, ensuring the accuracy, consistency and verifiability of auditors' actions and reports. For governments, these standards also include Government Auditing Standards (the "Yellow Book") or Generally Accepted Government Auditing Standards (GAGAS).

High Priority Emergencies: See **Exhibit J: ST Express Policies and Procedures**.

Layover/Recovery Time: Out-of-service time allotted a vehicle prior to or between trips for maintaining on-schedule operations; vehicle is not in active passenger service, although passengers may be on-board.

Low Priority Incidents: See **Exhibit J: ST Express Policies and Procedures**.

Maintenance Personnel: Maintenance personnel are individuals employed to perform maintenance and repair of buses.

Major Mechanical System Failure: Major mechanical failure is a road failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns (NTD Definition).

Management Information System (MIS): This system, US DOT Drug and Alcohol Testing Management Information System, describes obtaining and recording drug and alcohol usage information per federal government regulations.

Midday Bus Storage: Midday storage of buses near the major destination served by a route or group of routes allows reducing or eliminating the need to deadhead buses to and from the operating base.

On-Time Performance: On-time performance is the percentage of timepoints served on-time. This is calculated by identifying the number of published timepoints served zero minute early or more than 5 minutes late (on-time) excluding stops identified as “estimated time points” and dividing that number by the total number of published timepoints, multiplying by 100 and finally, subtracting from 100.

Other Mechanical System Failure: Other mechanical failure is a road failure of some other mechanical element of the revenue vehicle that, because of local agency policy, prevents the revenue vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. (NTD Definition)

Park-and-Ride Lots: A park and ride lot serves as a transfer center between transportation modes and provides parking for commuters.

Passenger Shelter: A covered waiting area at a transit stop or station, often with benches, that provides protection to riders from inclement weather.

Platform Hours: Platform hours is the time during which an operator operates a vehicle in revenue service or is deadheading or is idling because of such service.

Preventable Bus Accidents: Preventable bus accidents include any impact between a Sound Transit vehicle and any moving or stationary vehicle, object or person; the current FTA definition will apply. This measure is calculated by identifying the sum of all preventable accidents for the month, multiplying by 100,000 hubodometer (or odometer) miles and dividing by the number of miles operated during the month.

Preventive Maintenance: The Preventive Maintenance measure approximates ensuring the appropriate level of care in maintaining the useful life of the bus. This measure is calculated by identifying the preventive maintenance inspections required during the month and determining whether the inspection was performed within the interval. The number of preventive maintenance inspections performed within the mileage interval is divided by the total number of preventive maintenance inspections and multiplied by 100.

Purchased Transportation: Purchased Transportation is service provided to a public transit agency or governmental unit from a private transportation provider based on a written contract.

Revenue Service (Miles, Hours, and Trips): Revenue service is when a vehicle is available to the general public and an expectation of carrying passengers exists. These passengers directly pay fares, have their fares subsidized by public policy, or provide payment through some contractual arrangement. Vehicles operated in fare free service are in revenue service. Revenue service includes layover / recovery time. Revenue service excludes deadhead, vehicle maintenance testing and miscellaneous operations related to incidental such as training.

Road Failure: Road failure is an incident requiring a bus change, service call, or tow-call.

Route Miles: Mileage traveled by vehicles when available for carrying passengers between end-terminal points.

Security: The Security measure approximates the level of safety passengers may perceive and the appropriate level of effort by the provider to maintain a secure environment for passengers.

This measure is calculated by identifying the number of NTD defined security related incidents, dividing by the total boardings during the same period and multiplying by 100.

Service Change: The addition, deletion, or modification of service resulting in the physical realignment of a transit route, or a change in the type or frequency of service provided; may also include schedule or vehicle type changes; may refer to a change in service at the trip, route, or system-wide level as appropriate. May also indicate one of three standardized dates per year when service changes are implemented and new assignments are made to operators.

Service Implementation Plan: Annual service change and service update plan for Regional Express Bus Service approved by the Sound Transit Board.

Service Interruption:

- **Service interruption:** A service interruption occurs when a vehicle, in revenue service, is removed from service for mechanical reasons.
- **Cancelled Trip:** A cancelled trip is one that does not operate in its entirety; no platform miles or hours are incurred. A change of buses in mid-course does not affect whether a trip is labeled “cancelled”.
- **Incomplete Trip:** An incomplete trip is one that begins its route but does not complete the trip; a proportional number of platform miles/hours is incurred. A change of buses in mid-course does not affect whether a trip is labeled “incomplete”.
- **Missed Trip:** Missed Trip is a term not used within the agreement due to the vague, confusing and inconsistent meanings this term accumulates in everyday language.

Service Performance Standards: Benchmarks established by Sound Transit to assess results of bus route implementation.

Special Service: Special Service is service that is foreseen by at least several days and which operates off-route of any publicized service.

Special Training: Technical training provided because of a response to an operational problem/situation or a mechanical change to buses.

ST Express Bus Service: This service consists of bus routes and times approved by the Sound Transit Board in the Regional Express Bus Service Implementation Plan plus extra and special service as authorized in this agreement.

Tacoma Link: Sound Transit’s Tacoma Link Light Rail Service.

Timepoint: Timepoint is a bus stop identified in an internally or externally published schedule.

Transit Center: Transit Centers are locations where groups of buses or other public transportation vehicles congregate, allowing patrons to transfer between routes or services. Transit centers can vary from major bus stops on public right-of-way to off-street facilities with internal circulation entirely separated from general traffic.

Useful Life: The anticipated life of a capital facility or item as defined by the Federal Transit Administration or by GAAP principles or by agency policy. For example, the useful life of a forty-foot transit coach is 12 years and a transit center is typically 30 years.

Vehicle Availability: Vehicle Availability is a measure of the number of operable vehicles available at peak need. This measure is calculated by identifying the number of ST vehicles available for weekday afternoon peak service, dividing by the PM peak requirement and multiplying by 100.

Exhibit B1: Bus Stop Announcement Audit Report

ADA Bus Stop Announcement Audit						
Agency: Pierce Transit				Quarter:		
Date	Route	Coach	Stop Name	Announced		Corrective Action Taken - Comments
				Yes	No	

Exhibit B2: Bus Stop Announcement Audit Report

ADA Complaint Summary				
Month of:			Pierce Transit	
Date/Time	Name of Rider Address Phone Number Email Address	Route Number or Facility Name	Description of Complaint	Resolution of Complaint

Exhibit B3: Partner Agency Title VI and ADA Language

Americans With Disabilities Act

A General Requirements

In addition to Pierce Transit complying with Section 3 of Exhibit I, partner agencies shall comply with applicable sections of 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA) in the provision of transportation service for Sound Transit Express bus.

A.1 Provision of Service

Partner agency shall comply with all applicable provisions of 49 CFR Part 37, Subpart G Provision of services as follows:

A.1.1 Maintenance of Accessible Features (37.161)

- a) Partner agency shall maintain in operable condition all features of vehicles and facilities designed to provide access to customers with disabilities including lifts/ramps/kneeling features, securement equipment, and automated announcements.
- b) When damaged or out-of-order, accessible features shall be repaired promptly and reasonable steps will be taken to accommodate customers with disabilities.
- c) Isolated or temporary disruptions to service due to maintenance or repairs are permissible.

A.1.2 Use Of Lifts, Ramps And Securement Equipment (37.165)

- a) Partner agency shall transport any customer using a wheelchair that does not exceed lift capacity or pose a legitimate safety risk.
- b) Securement equipment will be used according to policy and upon the request of any customer using a mobility device.
- c) Partner agency may request a customer to transfer to a bus seat, but will take no action if the customer refuses.
- d) Partner agency will not refuse to transport any customer whose mobility device cannot be secured.
- e) Operators or other agency personnel will assist customers in the use of lifts, ramps and securement equipment if needed.

A.1.3 Stop Announcements and Route Identification

- a) All operators will use automated stop annunciators and route identifiers. In the event that the automated equipment is inoperable, operators will revert to using the on-board public address system.
- b) When using the on-board public address system all operators will announce stops as indicated on the route sheets.
- c) Announcements made by the automatic annunciator or the on-board public address system

must be audible throughout the bus.

- d) When the bus arrives at a stop, the enunciator or the operator must announce route number and destination so that the announcement is audible to passengers waiting to board.

A.1.4 Service Animals

- a) Partner agency shall permit customers to board with service animals.
- b) Operators may ask "Is that a service animal?" and "What tasks does it perform?" Operators may not ask for documentation or about the customer's disability.
- c) The service animal must be under the control of the customer at all times. If the animal is not under control or exhibiting disruptive behavior, operators must take action to remove the customer and animal from the vehicle. This provision must be implemented even if the disruptive behavior is directed at other animals permitted on the vehicle, and applies to both pets and service animals.
- d) Service animals must not be allowed to block the aisle or the entrance and egress of other passengers.
- e) The number of service animals a customer can have is not restricted. However, the above requirements apply regardless of the number of service animals.

A.1.5 Other Service Requirements (37.167)

- a) Operators shall allow adequate time for customers with disabilities to board and alight from the vehicle, and will lower the bus upon request and offer assistance if needed.
- b) Operators shall request passengers to vacate priority seating on behalf of customers with disabilities who need to sit in that location or who need to use the securement area. However, if passengers refuse to vacate the area, operators are not required to enforce the request.
- c) If the priority seating area is blocked by strollers, luggage or other carry-on items, operators should insist that such items be removed if not doing so would prevent a customer with a disability from being able to board.

A.1.6 Compliance

- a) Pierce Transit will require operator compliance with these service provisions.
- b) If violations are found, Pierce Transit will inform Sound Transit of the violations and the actions taken to discipline or re-train the operators.
- c) Operators who are not complying with these service provision requirements of the ADA will be subject to procedures as outlined in Section 6.2 Employee Conduct.

B Reasonable Accommodations

Pierce Transit shall adopt and enforce policies for implementing reasonable modification to policy and practice requirements under Section 37.169 of the ADA. This policy shall be provided to Sound Transit upon the signing of this agreement and revisions to the policy shall be provided to Sound Transit throughout the term of the agreement. Alternatively, Pierce Transit may choose to implement Sound

Transit's policy on reasonable modification provided in Exhibit J.

C Training

In accordance with 49 CFR Part 37 Subpart G 37.173 Training Requirements, partner agency shall insure that operators are trained to proficiency to perform their duties with regard to use of accessible features, providing reasonable assistance to customers with disabilities to ride public transit, and treating customers with respect and courtesy with appropriate consideration to differences due to disability.

Upon signing this agreement, partner agency will provide Sound Transit with a schedule of training for new and existing operators regarding implementing the provisions of the ADA and provide copies of curricula or the opportunity for Sound Transit's manager of accessible services to attend and observe such training. Sound Transit's manager of accessible services is available to partner agency to assist with training requirements as appropriate and upon request

D ADA Complaints

D.1 If Received by Pierce Transit

Partner agency shall designate a responsible employee and adopt and implement an ADA complaint process in accordance with 49 CFR Part 37, Subpart A General, 37.17 Designation of Responsible Employee and Adoption of Complaint Procedures. This policy shall be provided to Sound Transit upon the signing of this agreement and revisions to the policy shall be provided to Sound Transit throughout the term of the agreement.

Partner agency will follow the below process when ADA complaints are received.

D.1.1 Pierce Transit will notify Sound Transit via e-mail at accessibility@soundtransit.org of any complaints related to providing service to riders with disabilities within two days of the complaint. The initial report from Pierce Transit will include the following information:

- Date of complaint and time;
- Name of rider;
- Rider's address, telephone number, and email;
- Route number or facility name
- Text or transcript of complaint

D.1.2 ADA complaints regarding Sound Transit service will be resolved within the following timeline or sooner if possible.

- Customer will be contacted within 15 calendar days of the date of the complaint as needed to gather additional details.
- Complaint will be investigated and resolved within 15 calendar days of talking to the customer. If talking to the customer isn't required, the 15 days starts from the time the complaint was filed.

The time frame above is the maximum time allowed and a more expedient resolution is preferred when possible.

D.1.3 Partner agency will notify Sound Transit via e-mail at accessibility@soundtransit.org of the resolution of the complaint within two days of resolution. This report will include:

- List of issues identified for investigation

- Findings for each issue listed
- Corrective action taken (if any) to resolve the complaint
- Response made to the customer including date of contact.

This reporting requirement may be met by copying accessibility@soundtransit.org on e-mail sent to the customer as long as the response contains the elements above.

D.1.4 Partner agency will also provide a summary of these complaints in the form provided in Exhibit B2: ADA Complaint Summary. This report must be included in the monthly invoice for the invoice to be considered complete by Sound Transit.

D.2 If Received by Sound Transit

When ADA complaints are received by Sound Transit regarding Express bus service provided by a partner agency, the following process will be implemented.

D.2.1 Sound Transit will forward the complaint to partner agency within two days of receipt including the following information:

- Date of complaint and time
- Name of rider
- Rider's address, telephone number, and email (If provided)
- Route number or facility name
- Text or transcript of complaint

D.2.2 Partner agency will initiate process in section B above.

Sound Transit's manager of accessible services is available to partner agency at any time to assist with resolving complaints or interpreting ADA requirements and can be reached at accessibility@soundtransit.org or 206-370-5534.

E Accessible Equipment

E.1 On a daily basis, the following checks will be made:

- Test on-board public address system;
- Test automated stop enunciator and route identifier equipment if present on the vehicle; and
- Check that vehicle tie-down equipment is present and working.

E.2 If spare vehicles are available, Pierce Transit will, as soon as practical, remove from service buses on which accessible equipment is not operating properly, ensuring that a vehicle with working accessible equipment will be in place no later than the next service day.

E.3 Vehicles with inoperable accessible equipment (including ramps/lifts, wheelchair tie-downs and stop enunciators) may be left in service for a maximum of three days if spares are not available. At the end of the three-day period, the vehicle will be removed from service until necessary repairs are made.

E.4 Pierce Transit will notify Sound Transit through daily reports of any vehicle operating without accessible equipment.

E.5 Sound Transit may audit Pierce Transit's use of vehicles without accessible equipment through its quarterly maintenance audit.

- E.6 Pierce Transit will establish a system of regular and frequent maintenance checks of lifts and ramps to determine if they are operative.

F No paratransit service

This agreement is intended to provide only for the operation of buses on routes of Sound Transit's fixed route public transportation system. Pierce Transit is not responsible under 49 CFR Part 37, Subpart F, or any other law or regulation, for providing complementary paratransit and other special transportation services in connection with or as a result of the fixed service operated under this agreement.

Exhibit C: Designated Representatives

SOUND TRANSIT

Address: Sound Transit
401 South Jackson Street
Seattle, WA 98104-2826

ST Regional Express Bus Service

Designated Representatives: David Turissini, Bus Operations Manager

Office: (206) 398-5035
Mobile: (206) 856-5292
Email: david.turissini@soundtransit.org

Tim Wagner, Bus Superintendent
Office: (206) 398-5420
Cell: (206) 683-7238
Email: timothy.wagner@soundtransit.org

PIERCE TRANSIT

Address: Pierce Transit
3701 96th Street S.W.
Lakewood, WA 98499

Designated Representatives: Michael Griffus, Chief Operating Officer

Office: (253) 983-2734
Cell: (253) 365-4081
Email: mgriffus@piercetransit.org

Tammara Good, Contracted Services Administrator
Office: (253) 983-3445
Cell: (253) 389-1230
Email: tgood@piercetransit.org

Exhibit D: Performance Standards

Pierce Transit shall demonstrate that it is achieving the specified requirements in the Agreement by meeting the following performance standards as measured on an annual basis.

Agency: Pierce Transit		Reporting Period: January 2021		
Performance Area	Description	Standards	Monthly Report	Year-to-Date
On-Time Performance	Percent of scheduled time points completed zero minutes early and less than five minutes late. (Detail shown in Exhibit F-4)	≥85.0%	0.0%	0.0%
Cancelled Trips	Whole bus trips not operated as percent of total trips as defined by Sound Transit 5/12/14.	≤ 0.1%	0.0%	0.0%
Incomplete Trips	Trips that start at beginning terminal but did not reach the end terminal as a percent of total trips as defined by Sound Transit 5/12/14	≤ 0.1%	0.0%	0.0%
Interior Detail Cleaning	Completed interior bus detailing within 10% of target (Exhibit H)	≥90%	0.0%	0.0%
Exterior Detail Cleaning	Completed exterior bus wash each service day, % of time (Exhibit H)	≥95.0%	0.0%	0.0%
Bus Accidents	Number of preventable accidents per 100,000 hubodometer miles.	≤0.8	0	0%
Preventive Maintenance	Percent of preventive maintenance inspections performed within the required interval.	≥95%	0.0%	0.0%
Customer Service	Ratio of customer complaints per total boarding's.	15/100,000	0	0%
Security	Percent of NTD defined security related incidents per total boarding's.	<0.01%	0.0%	0.0%
Vehicles Available	Percent of P.M. peak vehicles available averaged for month.	≥90%	0%	0.0%

Explanations

On-Time Performance: Percent of scheduled bus trips completed within 10 minutes of departure time, excluding estimated time points and start and end time points.

Cancelled or Incomplete Trips: Calculated by identifying the sum of all trips that have been cancelled or incomplete trips due to maintenance, operations and traffic problems, dividing by the number of total trips and multiplying by 100.

Bus Cleanliness: Calculated by identifying the number of buses that were detailed each day divided by the number of buses that were scheduled to be detailed and multiplying by 100. The percent obtained each day should be averaged over the month and this number reported.

Bus Accidents: Preventable bus accidents include any impact between any revenue vehicle and any moving or stationary vehicle, object or person. Calculated by identifying the sum of all preventable accidents for the month, multiplying by 100,000 miles and dividing by the number of miles operated during the month. Sound Transit acknowledges that tunnel closures may impact the ability to meet the standard.

Preventive Maintenance: Calculated by identifying the preventive maintenance inspections required and determining whether the inspection was performed within 10% of the interval. The number of preventive maintenance inspections performed within the 10% mileage interval is divided by the total number of preventive maintenance inspections and multiplied by 100.

Customer Service: Calculated by identifying the number of customer complaints, dividing by the total boardings during the same period and multiplying by 100. Excludes complaints relating to Sound Transit fares, policies and procedures.

Security: Calculated by identifying the number of NTD defined security related incidents, dividing by the total boardings during the same period and multiplying by 100.

Vehicles Available: Calculated by identifying the number Sound Transit vehicles available for service each day, dividing by the total number of Sound Transit peak required vehicles, and multiplying by 100. Sound Transit acknowledges that the spare ratio may impact the ability to meet the standard.

Exhibit E1: Route Statistics

	January 2021																	
Actuals	Boardings			Platform Hrs Operated			Platform Miles Operated			Trips Made			Revenue Hours Operated			Revenue Miles Operated		
Route																		
560																		
566																		
567																		
574																		
577																		
578																		
580																		
586																		
590																		
592																		
594																		
595																		
596																		
Extra/594																		
Spec/other																		
Bus Bridge																		
			-			-			-			-			-			-
Planned	Days Operated			Platform Hours Scheduled			Platform Miles Scheduled			Trips Scheduled			Revenue Hours Scheduled			Revenue Miles Scheduled		
Route	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday	Weekday	Saturday	Sunday
560																		
566																		
567																		
574																		
577																		
578																		
580																		
586																		
590																		
592																		
594																		
595																		
596																		
Extra/594																		
Spec/other																		
Bus Bridge																		
			-			-			-			-			-			-

Exhibit E2: Safety

Complete one spreadsheet PER ROUTE that has a claim each month. Identify route information at right. If there is no claim for that route, do not submit a spreadsheet.		AgcyNbr	Month	Route					
		5							
Safety Item Code	Item	Total Count of Incidents	Count of Fatalities to Patrons	Count of Fatalities to Employees	Count of Fatalities to Others	Count of Injuries to Patrons	Count of Injuries to Employees	Count of Injuries to Others	\$ Amt of Safety Property Damage
01	Collisions with other vehicles	0	0	0	0	0	0	0	\$0.00
01a	(at grade crossings)	0	0	0	0	0	0	0	\$0.00
02	Collisions with objects	0	0	0	0	0	0	0	\$0.00
02a	(at grade crossings)	0	0	0	0	0	0	0	\$0.00
03	Collisions with people*	0	0	0	0	0	0	0	\$0.00
03a	(at grade crossings)	0	0	0	0	0	0	0	\$0.00
03b	(attempted/ successful suicides)	0	0	0	0	0	0	0	\$0.00
04	Derailments/ buses going off road	0	0	0	0	0	0	0	\$0.00
05	Personal Casualties: Parking facility	0	0	0	0	0	0	0	\$0.00
06	Personal Casualties: Inside vehicle	0	0	0	0	0	0	0	\$0.00
07	Personal Casualties: On right-of-way	0	0	0	0	0	0	0	\$0.00
08	Boarding & alighting vehicle	0	0	0	0	0	0	0	\$0.00
08a	(associated with lifts)	0	0	0	0	0	0	0	\$0.00
09	In stations/ bus stops	0	0	0	0	0	0	0	\$0.00
09a	(associated with escalators)	0	0	0	0	0	0	0	\$0.00
09b	(associated with elevators)	0	0	0	0	0	0	0	\$0.00
10	Non-Arson Fires: In vehicles	0	0	0	0	0	0	0	\$0.00
11	Non-Arson Fires: In stations	0	0	0	0	0	0	0	\$0.00
12	Right-of-way and others	0	0	0	0	0	0	0	\$0.00

Exhibit E3: Security Incidents

SIR	Date	Time	Service Supervisor	Operator	Location	Rt #	Run #	Bus #	Agency	Case Status	Action Code	Security Officer	Incident Description	Part 1 - Criminal Attempt	Part 2 - Property Damage

Exhibit E4: Customer Service Comments

Line #	Comment No	Comment Date	Route Nbr	Issue Type	Incident Date	Caller Comments	Caller Contacted	Action Date	Action Description	Action Comments
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

Exhibit F- F6: Management Reports

- F1: Reports and Documents
- F2: Preventable Accident Rate
- F3: Accident Detail
- F4: On-Time Performance
- F5: Vehicle Maintenance Report
- F6: Warranty Report
- F7: Cancelled and Incomplete Trips

Exhibit F1: Reports and Documents Pierce Transit

FREQUENCY and DUE DATE	TITLE/DESCRIPTION	CONTRACT REFERENCE	SAMPLE FORMAT EXHIBIT #	INCLUDED IN BASELINE COST
Annual Reports: March 1	1. System Security and Emergency Preparedness Plan	2.3.2	N/A	yes
	2. Operator/technician/supervisor recruitment information/program	6.1.1	N/A	yes
	3. Operator/technician/first line supervisor training plans/information	6.1.2	N/A	yes
	4. Operator medical certification requirement information	6.1.3	N/A	yes
	5. Employee performance management program	6.3	N/A	yes
	6. Drug and Alcohol Testing Policy	3.1	N/A	yes
March 25	ST Annual Risk Management	Exhibit M	N/A	yes
April 1	NTD Financial Data Report	6.5.1	Similar to Exhibit G	yes
September 25	ST Mid-Year Risk Management	Exhibit M	N/A	yes
Monthly Reports: 25th of the following month	1. Bus Stop Announcement Audit	2.2.1	Exhibit B	no
	2. Exclusion Activity Summary	2.3.2	N/A	yes
	3. Performance Standards	6.4	Exhibit D	yes
	4. Maintenance Performance	6.5.1	Exhibit E1	yes
	5. Energy Consumption	6.5.1	Exhibit E2	yes
	6. Route Level Statistics	6.5.1	Exhibit E3	yes
	7. Safety	6.5.1	Exhibit E4	yes
	8. Security	2.3.2 and 6.5.1	Exhibit E5	yes
	9. Customer Service	6.5.1	Exhibit E6	yes
	10. Preventable Accident Rate by Route	24.1. item b	Exhibit F1	yes
	11. Accident Detail	2.4.1 item a	Exhibit F2	yes
	12. Late Trips	6.5.2	Exhibit F3	yes
	13. Miles Between Trouble Calls	6.5.2	Exhibit F4	yes
	14. Vehicle Maintenance	6.5.2	Exhibit F5	yes
	15. Bus Warranty	8.3.1	Exhibit F6	yes
	16. ST Monthly Claims and Management	Exhibit F and M	N/A	yes
	17. ST Monthly Loss Run ST Monthly Outstanding Reserves			
Daily Report: 9:00 am weekdays	Daily Service Disruptions (service disruptions since previous report)	9.1.1	N/A	yes

Exhibit F2: Preventable Accident Rate

Sound Transit Preventable Accident Rate by Route		
Preventable Accident Rate per 100,000 Hub-odometer Miles		
Agency: Pierce Transit		Month Year
Miles	Preventable Accident Rate	YTD Accident Rate
0	0.0	0.00
Route	Preventable Accidents Current Month	Preventable Accidents YTD
560	0	0
566	0	0
567	0	0
574	0	0
577	0	0
578	0	0
580	0	0
586	0	0
590	0	0
592	0	0
594	0	0
595	0	0
596	0	0
Other	0	0
Totals	0	0

Exhibit F3: Accident Detail

January 2021 Accident Detail Pierce Transit								
Date	Route	Op #	Bus #	Time	Location	Description of Accident	P/N	Accid. #
Total Number of Preventable Accidents							0	

*P/N: Preventable/Non-preventable

Exhibit F4: On-Time Performance

Weekday ST Express On-Time Performance				
	Early	Late	On Time	Total Fixed Timepoints
560				
566				
567				
574				
577				
578				
580				
586				
590				
592				
594				
595				
596				
Totals				0

Saturday ST Express On-Time Performance				January 2021
	Early	Late	On Time	Total Fixed Timepoints
560				
574				
577				
578				
594				
Totals				-

Sunday ST Express On-Time Performance				January 2021
	Early	Late	On Time	Total Fixed Timepoints
560				
574				
577				
578				
594				
Totals				-

#DIV/0!

Exhibit F5: Vehicle Maintenance Report

Mileage Accrual and Petroleum Produce Report									
Month:		Base: Lakewood							
Fleet Type	Fleet Quantity	Monthly Mileage	Diesel Gal.	CNG Therms	Engine Oil Total-Qts	Coolant Total-Qts			
40-ft Buses (Diesel)									
40-ft Buses (Hybrid)									
40-ft Buses (CNG)									
60-ft Buses (Diesel)									
60-ft Buses (Hybrid)									
MCI Buses									
MCI Buses (CNG)									
TOTALS	0	0	0	0.00	0.00	0.00			

Diesel			
Total Cost:	\$0.00		
Avg. Price (Gallon):	\$1.59		
CNG			
Total Cost:	\$0.00		
Fixed Price (Thrm):	\$0.4216		

Road Failures								
Component	40-ft Buses (Diesel)	40-ft Buses (Hybrid)	40-ft Buses (CNG)	60-ft Buses (Diesel)	60-ft Buses (Hybrid)	MCI Buses	MCI Buses (CNG)	Total
Engine								
Drive train								
Brakes								
Pneumatics								
Cab & Chassis								
Steering								
Fuel								
Tires								
Electrical								
Other Safety Issues								
Subtotal Major Mechanical Issues	0	0	0	0	0	0	0	0
Fare box								
Radio								
Climate Control								
W/C Lift								
Annunciators								
Dirty Bus								
Body								
Other Mechanical Issues								
Subtotal Other Mechanical Issues	0	0	0	0	0	0	0	0
Total Mechanical Failures	0	0	0	0	0	0	0	0
Accidents								
Other Issues (non-Mechanical)								
Total Failures	0	0	0	0	0	0	0	0
Monthly Fleet Mileage	0	0	0	0	0	0	0	-
Miles between Road Failures	0	0	0	0	0	0	0	

Note: Use NTD definition (See Exhibit A Definitions for "Major Mechanical Issues" and "Other Mechanical Issues".

Road Failures Year Summary			
Month	Major Mechanical	Other Mechanical	Total
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Total	0	0	0

Required for NTD

Measure		# Completed		
PM				
LOF (B-SCHD)				
ATF (C-D-E-F SCHD)				
LIFT PM				
TUNE-UP				
HOF (hydraulic) (F-SCHD)				
DIF (differential) (F-SCHD)				
CLI				
ANNUNCIATORS				
CAMERAS				
APC				
AC PM				
COOLING SVC				
AMREX (GASF)				
OTHER (RAD/BATT)				
ARTIC JOINT PM				
WARRANTY				
SMART				
TOTAL		0		

Measure	# Completed
% Non-maintenance hours of total maint.	
% of PM Hours	
% of other repair hours	
% of open work orders due to parts	
Avg. parts inventory turn over ratio	

Exhibit F6: Vehicle Warranty Report

Vehicle #	PT Claim #	Vendor Claim #	Date Submitted	Part Amount Submitted	Labor Amount Submitted	Freight Charges	Claim Amount Requested	Date Approved	Part Amount Paid	Labor Amount Paid	Shipping Cost Reimbursed	Total Amount Paid	Difference from Submitted & Paid	Check #	Status

Exhibit F7: Cancelled and Incomplete Trip Report

[illegible]

Exhibit G1: Rate Setting

Example of Template:
Based on NTD
requirements

Regional Express Bus Service Operating Costs - Pierce Transit

Year: YYYY					
Expense Objects	Vehicle Operations	Vehicle Maintenance	Facilities Maintenance	General Administration	Total
Labor:					
Operator					
Wages & Salaries	-	-	-	-	-
Operators paid absences	-	-	-	-	-
Other Wages & Salaries	-	-	-	-	-
Other paid absences	-	-	-	-	-
Fringe Benefits	-	-	-	-	-
Services	-	-	-	-	-
Materials & Supplies:					
Fuel & Lubricants	-	-	-	-	-
Tires & Tubes	-	-	-	-	-
Repair Parts	-	-	-	-	-
Other	-	-	-	-	-
Utilities	-	-	-	-	-
Insurance	-	-	-	-	-
Taxes	-	-	-	-	-
Purchased Transportation	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Total	-	-	-	-	-
Other Items:					
Leases & Rentals					-
Depreciation					-
Interest					-
Total with Other Items					-
Total Cost per Vehicle Hour					-

Exhibit G2: Monthly Invoice Summary

Sound Transit					
Exhibit G-2					
NOT AN INVOICE					
Pierce Transit					
Period:					
All Charged to PO XXXXXX OS					
Baseline Cost					Amount
Annual Cost:		divided by	12	=	\$ -
		Platform Hrs Operated	X Cost per Hour		
Extra Service Cost		0.00	\$ -		\$ -
Other		0.00	\$ -		\$ -
Total					\$ -
Total Invoice					\$ -
Cross Use of Fleet					
Total Platform Miles Operated on ST Buses for ST					-
Total Platform Miles Operated on PT Buses for ST					b
Total Platform Miles Operated on ST Buses for PT					c
Total Platform Miles Operated for ST					
Cross Use of Fleet					
Total Gallons of Fuel Operated on ST Buses for ST					0
Total Gallons of Fuel Operated on PT Buses for ST					b
Total Gallons of Fuel Operated on ST Buses for PT					c
Total Gallons of Fuel Operated for ST					
Average Price per Gallon					0
Total Fuel Cost	(Deisel - Information Only; Not Billable)				\$ -
NOT AN INVOICE					
REPORTING PURPOSES ONLY. PLEASE DO NOT PAY FROM THIS DOCUMENT.					

Exhibit G2: Special Service Monthly Invoice Summary

[illegible]

Exhibit G3: Financial Data Submissions

Year	Item and Due Dates
2021	10/31/21: Update Baseline Cost for next year 11/10/21: Sound Transit comments 12/15/21: Parties finalize 2022 Baseline Cost
2022	02/28/22: Passenger Miles, Operating and Service Data, Accounts Receivable Listing by Service Type (a list of billings for the year by service) 03/31/22: Preliminary NTD Financial data due after assurance of mutual agreement of financial cost allocation (Modal Operating Expenses [in NTD F30 format], Operating Expense Reconciliation, FTEs and Hours in NTD R10 format, Agreed Upon Process [AUP]) 05/31/22: Periodic financial and operational review 10/31/22: Update Baseline Cost for next year 11/10/22: Sound Transit comments 12/15/22: Parties finalize 2023 Baseline Cost
2023	02/28/23: Passenger Miles, Operating and Service Data, Accounts Receivable Listing by Service Type (a list of billings for the year by service) 03/31/23: Preliminary NTD Financial data due after assurance of mutual agreement of financial cost allocation (Modal Operating Expenses [in NTD F30 format], Operating Expense Reconciliation, FTEs and Hours in NTD R10 format, Agreed Upon Process [AUP]) 05/31/23: Periodic financial and operational review 10/31/23: Update Baseline Cost for next year 11/10/23: Sound Transit comments 12/15/23: Parties finalize 2024 Baseline Cost
2024	02/28/24: Passenger Miles, Operating and Service Data, Accounts Receivable Listing by Service Type (a list of billings for the year by service) 03/31/24: Preliminary NTD Financial data due after assurance of mutual agreement of financial cost allocation (Modal Operating Expenses [in NTD F30 format], Operating Expense Reconciliation, FTEs and Hours in NTD R10 format, Agreed Upon Process [AUP]) 05/31/24: Periodic financial and operational review 10/31/24: Update Baseline Cost for next year 11/10/24: Sound Transit comments 12/15/24: Parties finalize 2025 Baseline Cost
2025	02/28/25: Passenger Miles, Operating and Service Data, Accounts Receivable Listing by Service Type (a list of billings for the year by service) 03/31/25: Preliminary NTD Financial data due after assurance of mutual agreement of financial cost allocation (Modal Operating Expenses [in NTD F30 format], Operating Expense Reconciliation, FTEs and Hours in NTD R10 format, Agreed Upon Process [AUP]) 05/31/25: Periodic financial and operational review 10/31/25: Update Baseline Cost for next year 11/10/25: Sound Transit comments 12/15/25: Parties finalize 2026 Baseline Cost

	Option Years
2026	02/28/26: Passenger Miles, Operating and Service Data, Accounts Receivable Listing by Service Type (a list of billings for the year by service) 03/31/26: Preliminary NTD Financial data due after assurance of mutual agreement of financial cost allocation (Modal Operating Expenses [in NTD F30 format], Operating Expense Reconciliation, FTEs and Hours in NTD R10 format, Agreed Upon Process [AUP]) 05/31/26: Periodic financial and operational review 10/31/26: Update Baseline Cost for next year 11/10/26: Sound Transit comments 12/15/26: Parties finalize 2027 Baseline Cost
2027	02/28/27: Passenger Miles, Operating and Service Data, Accounts Receivable Listing by Service Type (a list of billings for the year by service) 03/31/27: Preliminary NTD Financial data due after assurance of mutual agreement of financial cost allocation (Modal Operating Expenses [in NTD F30 format], Operating Expense Reconciliation, FTEs and Hours in NTD R10 format, Agreed Upon Process [AUP]) 05/31/27: Periodic financial and operational review

Exhibit H: Bus Cleaning Matrix

Task items	Frequency	Description
General interior cleaning	Each service day	- Sweep or blow out inside – no garbage or dirt visible - Spills (coffee stains, etc.) mopped from floor and spot cleaned from the seats - Noticeably dirty windows cleaned - Offensive graffiti cleaned prior to next service day
Exterior bus wash*	Each service day	Buses washed (bus wash) each service day
Wheel washing*	2 times/week	Thorough washing - all wheels
Interior detail	Every three weeks	- To be cleaned: - All windows - mirrors - Ceiling - Driver's area – dashes, gauges, floor - Modesty shield - Flooring under control pedals - Floor – remove all gum, sweep, and mop - Side panel – wipe down and clean paying special attention to crevices - Seats: - Vacuum - Marks and gum removed – spot-cleaned as needed - Headrest covers should be replaced if torn, cut or missing - Reclining mechanisms checked and written-up if broken - Stair wells – sweep and mop - Parcel racks and stanchions: - Garbage removed - Wipe down inside and outside - Reading and dome lights cleaned
Additional Cleaning	Semi-annual or more often as needed	- All seats should be inspected, steamcleaned and fabric replaced (if needed) - As identified through inspection, other specific and intensive cleaning may be required

**Except during freezing temperature (32 degrees Fahrenheit and below), water shortages, power outages, and major bus wash breakdowns. To conserve water resources, exterior bus washing will be reduced to three days per week during summer months (July – September).*

Exhibit I

Federal Transit Administration (FTA) Provisions (State of Good Repair)

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Exhibit I

Federal Transit Administration (FTA) Provisions (State of Good Repair)

1.0 Definitions

1.1 “Contractor” means Pierce Transit.

2.0 Master Agreement

This agreement is partially funded by the Federal Transit Administration (FTA). The following provisions include, in part, certain standard terms and conditions required by the U.S. Department of Transportation. All Contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as are the requirements of the Master Agreement between Sound Transit and the U.S. Department of Transportation, including all “flow down” provisions to third party Contractors, Subcontractors and or suppliers are hereby incorporated by reference. Unless stated otherwise, all FTA mandated terms are deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any Sound Transit requests that would cause the Sound Transit to be in violation of the FTA terms and conditions.

2.1 Changes in Federal laws, Regulations, Policies and Administrative Practices

New federal laws, regulations, and directives may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor will accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

2.2 Federal Changes

The Contractor will comply with all applicable FTA laws, regulations and directives, including without limitation, those listed directly or by reference in the Master Agreement between the Pierce Transit and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor’s failure to comply shall constitute a material breach of this Contract.

2.3 No Federal Government Obligations to Third Parties

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this agreement and will not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this

agreement) pertaining to any matter resulting from this Contract. The Contractor will include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. This clause may not be modified, except to identify the Subcontractor who is subject to its provisions.

3.0 Civil Rights

The Contractor agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

3.1 Nondiscrimination in Federal Public Transportation Programs

The Contractor will comply, and ensure compliance of each sub-contractor at any tier under the project, with the provisions of 49 U.S.C. 5332. These provisions prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibit discrimination in employment or business opportunity.

3.2 Nondiscrimination on the Basis of Disability

The Contractor will comply, and ensures the compliance of each sub-contractor at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.

- a) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), prohibits discrimination on the basis of disability.
- b) The ADA, as amended (42 U.S.C. 12101 et seq.), prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of public transportation.
- c) DOT regulations implementing Section 504 and the ADA include 49 CFR parts 27, 37, 38, and 39. Among other provisions, the regulations specify accessibility requirements for the design and construction of new transportation facilities and vehicles; require that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs; require public entities (including private entities “standing in the shoes” of a public entity as a subrecipient or under a contract or other arrangement) providing fixed-route service to provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service; and include service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems.
- d) Providers of fixed route service must generally utilize accessible vehicles. Private entities may utilize non-accessible vehicles if they can provide equivalent service in terms of schedules and headways, in addition to the equivalent service requirements described above for demand responsive

service. Public entities must also provide complementary paratransit service to fixed route service as defined in 49 CFR 37.121.

- e) Providers of demand responsive service must utilize accessible vehicles, as defined at 49 CFR 37.7, or meet the applicable equivalent service standard. For private and public entities, the service must be equivalent in regards to schedules, response times, geographic areas of service, hours and days of service, availability of information, reservations capability, constraints on capacity or service availability, and restrictions based on trip purpose.
- f) In addition, recipients of any FTA funds should be aware that they also have responsibilities under Titles I, II, III, IV, and V of the ADA in the areas of employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other federal agencies.

3.3 **Nondiscrimination—Title VI**

The Contractor will comply, and ensure the compliance of each subcontractor at any tier of the project, with all of the following requirements under Title VI of the Civil Rights Act of 1964:

- a) **Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.)** provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- b) **U.S. Department of Transportation (DOT) regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21**
- c) **FTA Circular 4702.1B “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”** provides FTA recipients with guidance and instructions necessary to carry out DOT Title VI regulations (49 CFR part 21), DOT’s Order 5610.2 on Environmental Justice (62 FR 18377, April 15, 1997), and DOT Policy Guidance Concerning Recipient’s Responsibilities to Limited English Proficient (LEP) Persons (70 FR 74087, December 14, 2005).
- d) **U.S. DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons (December 14, 2005)** - this Executive Order 13166 guidance clarifies the responsibilities of recipients of federal financial assistance from DOT and assists them in fulfilling their responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

- e) **FTA Circular 4703.1 “Environmental Justice Policy Guidance for Federal Transit Administration Recipients”** provides FTA recipients with guidance and instructions necessary to carry out DOT Order 5610.2, Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, and Executive Order 12898 on Environmental Justice. The DOT order describes the process that the office of the secretary of Transportation and each operating administration will use to incorporate environmental justice principles into existing programs, policies, and activities.
- f) **U.S. DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations - DOT Order 5610.2** describes the process that the office of the secretary of Transportation and each operating administration will use to incorporate environmental justice principles (as embodied in Executive Order 12898 on Environmental Justice) into existing programs, policies, and activities;

3.4 Equal Employment Opportunity

The Contractor will comply, and ensure the compliance of each subcontractor at any tier of the project, with all equal employment opportunity (EEO) requirements of Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000e *et seq.*), and with 49 U.S.C. 5332 and any implementing regulations DOT may issue.

- a) **Nondiscrimination on the Basis of Sex** - the Contractor will comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et seq.*), with DOT implementing regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance” (49 CFR part 25).
- b) **Nondiscrimination on the Basis of Age** - the Contractor will comply with all applicable requirements of the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et seq.*), and Department of Health and Human Services’ (DHHS) implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance” (45 CFR part 90), which prohibit discrimination against individuals on the basis of age. In addition, the Contractor agrees to comply with all applicable requirements of the Age Discrimination in Employment Act (ADEA) (29 U.S.C. 621 through 634), and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act” (29 CFR part 1625), which prohibit employment discrimination against individuals on the basis of age.

- c) **Disadvantaged Business Enterprise (DBE) Program** - to the extent required by federal law, regulation, or directive, the Contractor will take the following measures to facilitate participation by DBEs:
- (i) The Contractor will comply with MAP-21 Section 1101(b), 23 U.S.C. 101, which directs the Secretary of Transportation to expend not less than 10 percent of authorized federal funds with DBEs. This 10 percent national goal is aspirational and is used by the U.S. Department of Transportation to help monitor and evaluate DBE participation in DOT-assisted contracting opportunities.
 - (ii) The Contractor will comply with DOT regulation, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR part 26. Among other provisions, this regulation requires certain recipients of DOT federal financial assistance, namely state and local transportation agencies, to establish goals for the participation of disadvantaged entrepreneurs and certify the eligibility of DBE firms to participate in their DOT-assisted contracts.
 - (iii) The Contractor will not discriminate on the basis of race, color, sex, or national origin, in the award and performance of any third-party contract, or subagreement supported with federal assistance derived from DOT, or in the administration of its DBE Program, and will comply with the requirements of 49 CFR part 26. The Contractor will take all necessary and reasonable steps set forth in 49 CFR part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and subagreements supported with federal assistance derived from DOT. As required by 49 CFR part 26 and approved by DOT, the recipient's DBE Program is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. The Contractor agrees that implementation of this DBE Program is a legal obligation, and that failure to carry out its terms may be treated as a violation of the Grant Agreement or Cooperative Agreement. Upon notification by DOT to the recipient of a failure to implement its approved DBE Program, DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 *et seq.*

4.0 Commercial Driver's License (CDL)

All drivers of motor vehicles designed or used to transport more than fifteen passengers (including the driver) or of vehicles which have a gross combination weight rating of

26,001 pounds or more must have a CDL. Mechanics that drive the vehicles must also have a CDL.

5.0 Debarment and Suspension

The Contractor will comply with the DOT Governmentwide Debarment and Suspension (Nonprocurement) regulations (2 CFR part 1200) is to ensure that federal assistance funds are not provided to anyone who has been debarred, suspended, determined ineligible, or voluntarily excluded from participation in federally assisted transactions. The U.S. General Services Administration's (GSA) System for Award Management (SAM) provides a single comprehensive list of individuals and firms excluded by federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits. GSA maintains a website, at <https://www.sam.gov>, which is updated in real time as changes to the data occur.

- 5.1 DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 1200, incorporating OMB's debarment and suspension guidelines, 2 CFR part 180, requires disclosure of the status of persons and entities participating in:
 - a) Third-party contracts or subagreements of \$25,000 or more at any tier;
 - b) Third-party contracts of any amount for federally required audit services (such as those required under the Single Audit Act Amendments); and
 - c) Third-party contracts or subagreements requiring official DOT approval.
- 5.2 Both participants in third-party contracts of any tier and subagreements of any tier are expected to ensure the status of persons participating in that agreement.
- 5.3 The awarding party must verify that the person is not excluded or disqualified by:
 - a) Checking the SAM list of excluded parties maintained by the GSA and available at <https://www.sam.gov> (**Note:** Strongly recommended by FTA);
 - b) Collecting a certification from the prospective awardee; or
 - c) Adding a clause or condition to the third-party contract or subagreement with that awardee.

In addition, the Contractor and subcontractors participating in lower tier transactions must extend these requirements to their subcontractors. The prospective contractor, in turn must notify the recipient or third-party contractor (person at the next higher tier) if it knows whether or not it or any of its principals are presently excluded or disqualified under these regulations.

6.0 Drug and Alcohol Testing

In the interest of safety in transit operations, Contractor, in accordance with 49 U.S.C. 533, will establish a drug and alcohol testing program. FTA's implementing regulation is set forth at 49 CFR part 40 and 655.

The purpose of the testing program is to help prevent accidents, fatalities, and injuries resulting from misuse of alcohol or the use of prohibited drugs by employees who perform safety-sensitive functions. Contractor must certify annually that they are in compliance with DOT and FTA regulations concerning drug and alcohol testing (49 CFR parts 40 and 655, respectively).

FTA's regulation (49 CFR part 655) applies to "employers," and the term employer is defined as "a recipient [of FTA funding] or other entity that provides [public] transportation service or which performs a safety-sensitive function for such recipient or other entity." The term includes operators, and contractors. The regulation applies to the testing, start-up, and actual revenue operations of FTA-funded transit systems.

Contractor will test its employees who perform one or more of five transit safety-sensitive functions, which are defined at 49 CFR 655.4. The regulation requires the following six types of testing for illegal drug use and alcohol misuse: pre-employment (including transfer from a non-safety-sensitive position to a safety-sensitive position, and removal from the random pool for ninety days or more); reasonable suspicion; random; post-accident; return-to-duty (after a violation); and follow-up (a minimum of six tests in twelve months after returning to duty). Under 49 CFR part 40, return-to-duty and follow-up tests are required to be directly observed.

Contractor will establish and implement a substance abuse prevention program consisting primarily of a testing program but with elements requiring training and educating safety-sensitive employees. Contractor will develop a detailed policy statement that must be distributed to all safety-sensitive employees and employee organizations. In addition, 49 CFR part 655 Subpart D establishes prohibited alcohol concentration levels and behavior, and employers are directed to take specific action on the basis of the level of alcohol concentration.

Technical assistance materials and training information to help recipients implement the rules are available at FTA's website, <http://www.fta.dot.gov/safetysecurity/12533.html>, or through contacting the FTA Office of Transit Safety and Oversight, FTA headquarters.

7.0 Employee Political Activity

To the extent applicable, the Contractor agrees to comply with the provisions of the Hatch Act, 5 U.S.C. Sections 1501–1508, and Sections 7324–7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR part 151. The Hatch Act limits the political activities of state and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with federal funds including a federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. 5323(l)(2) and 23 U.S.C.

142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of other agencies or entities performing related functions) receiving FTA assistance to whom the Hatch Act would otherwise apply.

8.0 Energy Conservation

The Contractor will comply with applicable mandatory energy efficiency standards and policies of applicable state energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. 6321 *et seq.* The Contractor, to the extent applicable, will perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, “Requirements for Energy Assessments,” 49 CFR part 622, subpart C. Only after the completion of an energy assessment will FTA approve assistance for the construction, reconstruction, or modification of buildings for which the recipient submits an application. An energy assessment consists of an analysis of the total energy requirements of a building, within the scope of the proposed construction activity and at a level commensurate with the project size and scope. The energy assessment should consider: overall design of the facility or modification; materials and techniques used in construction or rehabilitation; special or innovative conservation features that may be used; fuel requirements for heating, cooling, and operations essential to the function of the structure projected over the life of the facility and including projected costs of this fuel; and the kind of energy the recipient will use.

9.0 Labor Protection

9.1 Davis-Bacon Act

For FTA programs, 49 U.S.C. 5333(a) imposes Davis-Bacon Act prevailing-wage requirements on construction projects. In the event that any Contractor task involves construction, Section 5333(a) requires the secretary to ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of loans or grants under Chapter 53 be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the secretary of Labor and in accordance with the Davis-Bacon Act, as amended. The secretary may not approve any such loan or grant without first obtaining assurance that required labor standards would be maintained upon the construction work. This assurance is obtained when recipients accept grant funds and sign the Master Agreement.

9.2 Transit Employee Protection

Before FTA may award a grant for capital or operating assistance, fair and equitable arrangements must be made to protect the interests of transit employees affected by the proposed FTA assistance, 49 U.S.C. 5333(b) (formerly Section 13(c) of the Federal Transit Act, as amended). Those arrangements must be certified by the secretary of Labor as meeting the requirements of the law.

Questions concerning employee protective arrangements and related matters pertaining to transit employees should be addressed to the Division of Statutory Programs, Employment Standards Administration, U.S. Department of Labor, Room N-1519, 200 Constitution Avenue, NW, Washington, DC 20210; telephone, 202-693-1193; FAX, 202-693-1344.

9.3 **Overtime Requirements**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week. (29 CFR § 5.5(b)(1)).

9.4 **Liability for Unpaid Wages Liquidated Damages**

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any subcontractor responsible therefor will be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Liquidated damages will be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten (\$10) dollars for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section. (29 CFR § 5.5(b)(2)).

9.5 **Withholding for Unpaid Wages and Liquidated Damages**

The Department of Transportation or Sound Transit may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in paragraph B of this section. (29 CFR § 5.5(b)(3)).

9.6 **Payroll and Basic Records**

The Contractor or subcontractor will maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including

guards and watchmen, working on the Contract. Such records must contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

10.0 Use of Competitive Procurements

The Contractor will follow procurement requirements specified under 49 U.S.C. 5323 and 49 U.S.C. 5325. This includes utilizing a competitive procurement process and complying with applicable Buy America laws.

Contractor must use and certify competitive procurement procedures as determined by FTA and will not use procurements employing exclusionary or discriminatory specifications. 49 U.S.C. 5323(h)(2).

FTA Circular 4220.1, "Third Party Contracting Guidance," sets forth the requirements and procedures applicable to third-party contracts. A third-party contract refers to any purchase order or contract awarded by a recipient to a vendor or contractor using federal financial assistance awarded by FTA. FTA Circular 4220.1 contains guidelines for the general procurement requirements of the DOT Common Grant Rule, 49 CFR parts 18 and 19, and also includes specific statutory procurement provisions required by FTA's enabling legislation and other special concerns to FTA. Note that both the Common Grant Rule prohibits state or local preference provisions in procurements, except in certain restricted circumstances.

In addition to procurement and audit provisions that apply to architectural, engineering, and related services, 49 U.S.C. 5325 includes provisions affecting third-party procurements, including the general requirements for competition and prohibitions on the use of exclusionary or discriminatory specifications, requirements for award to other than low bidders, requirements for awards to responsible contractors, special rolling stock limitations, contract terms limited to five years, access of federal officials and the comptroller general to project records, authority for design-build projects, and an express federal preemption of any state law requiring bus purchases from in-state dealers.

11.0 Restrictions on Lobbying

Contractor may not use federal financial assistance to influence any member of Congress or an officer or employee of any agency in connection with the making of any federal contract, grant, or Cooperative Agreement in accordance with 31 U.S.C.1352(a). The Contractor and subcontractors at any tier awarded FTA assistance exceeding \$100,000 must complete and submit standard form SF-LLL, sign a certification so stating, and must disclose the expenditure of non-federal funds for such purposes. 49 CFR part 20.

Contractor may not use federal funds for lobbying congressional representatives or senators indirectly, such as by contributing to a lobbying organization or funding a grass-roots campaign to influence legislation.

12.0 Safety

MAP-21 amended 49 U.S.C. 5329 to provide FTA with the authority to establish a new comprehensive framework to oversee the safety of public transportation throughout the United States. The law requires, among other things, that DOT issue a National Public Transportation Safety Plan, establish safety performance criteria for all modes of public transportation, define a “state of good repair,” establish minimum safety performance standards for public transportation vehicles, and develop a safety certification training program. Contractor will establish comprehensive agency safety plans for bus operations in accordance with FTA regulations when they are issued.

13.0 Sensitive Security Information

To the extent applicable, the Contractor will comply with 49 U.S.C. 40119(b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 CFR part 15, and with 49 U.S.C. 114(s) and implementing Department of Homeland Security, Transportation Security Administration regulations, “Protection of Sensitive Security Information,” 49 CFR part 1520.

14.0 Fly America

The Contractor will in accordance with 49 USC § 5325(g); 18 CFR Part 18.36 (i); 49 CFR Part 633.17, utilize United States flag air carriers to the extent such carriers Provide the air transportation needed, or accomplish the Contractor’s mission. The Contractor agrees to utilize United States flag air carriers, to the extent such service is available, unless travel by a foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service with a U.S. flag air carrier was not available or why it was necessary to use a foreign carrier and will, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor will include the requirements of this section in all subcontracts that may involve international air transportation.

15.0 Audit and Inspection of Records

In the case of all negotiated Contracts and Contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that Sound Transit, the Comptroller General of the United States or any of their duly authorized representatives, will, for the purpose of audit and examination be permitted to inspect and reproduce as needed all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to work under this contract. Further, Contractor agrees to maintain all required records for at least three years after Sound Transit makes final payment and all other pending matters are closed.

16.0 False or Fraudulent Statements or Claims

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or

fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(k)(1), as may be appropriate. The terms of Department of Transportation regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, are applicable to this project. The Contractor will include this clause in all subcontracts awarded under this Contract.

17.0 Environmental Requirements

The Contractor will comply with the following requirements:

17.1 Environmental Protection

The Contractor will comply with the applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, et seq., consistent with Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 USC § 4321 note. FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 et seq. and 40 CFR Part 1500, et seq.; and joint FHWA/FTA regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622.

17.2 Air Quality

The Contractor will comply with all applicable standards, orders, or regulations issued pursuant to 42 USC § 7606. The Contractor will report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office. The Contractor will include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17.3 Clean Water

The Contractor will comply with all applicable laws, regulations, and directives issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251-1377. The Contractor will report each violation to the Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor will protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300f through 300j-6. The Contractor will include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

18.0 Preference for Recycled Products

To the extent practicable and economically feasible, the Contractor will provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

19.0 Patent Rights

19.1 If any invention, improvement, or discovery of the Contractor or any of its Subcontractors is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States or any foreign country, the Contractor agrees to notify Sound Transit immediately and provide a detailed report in a format satisfactory to the FTA. The rights and responsibilities of the Contractor and the Sound Transit with respect to such invention, improvement or discovery shall be determined in accordance with applicable federal laws, regulations, policies, and any waiver thereof.

19.2 Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, academic institution, individual), Sound Transit and the Contractor will take the necessary actions to Provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

19.3 The Contractor will include the requirements of this section in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FTA.

FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Contract to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 CFR Parts 18 and 19, Contractor has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 USC §§ 200 et seq., which applies to patent rights developed under a research project.

20.0 Rights to Data and Copyrights

Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.

20.1 Federal Rights in Data and Copyrights

The Contractor will provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this subsection.

20.2 License Fees and Restrictions

FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Work to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 CFR Parts 18 and 19, the Contractor has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 USC §§ 200 et seq., which applies to patent rights developed under a research project.

20.3 Restrictions on Access to Patent Rights

Nothing in this subsection pertaining to rights in data implies either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

20.4 Data Developed Without Federal Funding or Support

In connection with the Contract, the Contractor may find it necessary to provide data to Sound Transit developed without any Federal funding or support by the Federal Government. The requirements of Federal Rights in Data and Copyrights do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with this Contract. Nevertheless, Contractor understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential.”

21.0 Termination Provisions Required

All Contracts and subcontracts in excess of \$10,000 must contain contractual provisions or conditions that allow for termination for cause and convenience by Sound Transit including the manner by which it shall be effected and the basis for settlement.

22.0 Breach Provisions Required

All Contracts in excess of \$100,000 must contain contractual provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor will include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract.

23.0 Substance Abuse

Contractor and its subcontractors will comply with U.S. OMB Guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 CFR Part 182, and U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 CFR Part 32, that implement the Drug-Free Workplace Act of 1988, 41 USC §§ 701 et seq., including any amendments to these U.S. DOT regulations when they are promulgated, and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 USC § 5331.

Exhibit J: ST Express Policies and Procedures

Includes three documents:

Operations

Customer Service

Fares



Operations

ST Express Policies and Procedures

Approved by TIG Steering Committee May 2014

A handwritten signature in blue ink, appearing to read 'Benny D. & S.', written over a horizontal line.

Executive Director of Operations

6-12-14

Date

These ST Express Policies and Procedures are reviewed and updated by the *Operations* Transit Integration Group. There are two other documented ST Express Policies and Procedures: Customer Service and Fares.

Revision History

Background: ST Express Policies and Procedures were formerly 14 separate documents, which made tracking changes and making and approving updates to all 14 documents cumbersome. In January 2014 they were combined into three separate documents according to their ownership TIG subcommittee. The former policies and procedures became major section headings or chapters in the table of contents for Operations and Customer Service documents. Fares had just one policy and procedure and it became its own stand alone document. The matrix below shows the new document organization:

Old Format			New Format	
#	Name	Subcommittee	Name	Subcommittee
1	Customer Comment Process	Customer Service	Operations 1. Emergencies 2. General Operating 3. New Procedures/ Revisions/Review 4. Adverse Weather/Snow Plan 5. Sounder Service interruption	Operations
2	Emergencies	Operations		
3	Fares	Fares		
4	General Operating	Operations		
5	Interagency Correspondence	Customer Service		
6	Lost and Found	Customer Service	Customer Service 1. Customer Comment Processing 2. Interagency Correspondence 3. Lost and found 4. TTY or TDD Calls 5. 888 Rider Information 6. Free Ride Tickets 7. Publication Review and Distribution Process	Customer Service
7	TTY or TDD Calls	Customer Service		
8	Transfers OBSOLETE	Fares		
9	888 Rider Information	Customer Service		
10	Free Ride Tickets	Customer Service		
11	New Procedure/Revisions	Operations		
12	Publication Review and Distribution Process	Customer Service		
13	Adverse Weather/Snow Plan	Operations	Fares	Fares
14	Sounder Service Interruption Bus Plan	Operations		

Additionally all staff contact lists that had been embedded in the old policies and procedures were moved to a separate document – one for Operations and one for Customer Service (there were no contact lists for Fares). Contact lists can be updated on an added as needed basis along with the TIG rosters and do not need formal review or approval.

Version	Date Revised	Nature of Change
0	January 2014	See background above. Changes made to “Safe Place” for readability and to “New Procedures/Revisions/Review” to reflect new format and signature required by Executive Director of Operations.

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1. Emergencies

Original date issued: 08/18/1999

Definition of Events

High Priority Emergencies requiring Sound Transit response:

A High Priority Emergency is defined as any event involving Sound Transit equipment or occurring on Sound Transit property in which:

- A passenger, employee, pedestrian, or member of the public being transported to a medical facility by Fire, Police or EMS with significant injuries and/or hospitalization is probable
- A fatality
- Property damage exceeding \$25,000
- Police response for a felony crime (examples: robbery, arson and drug sales)
- Fire response when there is significant damage to the bus
- Media response

Community Transit, King County Metro, and Pierce Transit will timely notify Sound Transit Bus Operations Manager or designee of any high priority emergency involving Sound Transit equipment or on Sound Transit property. To “timely notify” is generally defined to mean within 15-30 minutes of CT, KCM or PT awareness that an event is a High Priority Emergency.

A preliminary report for a High Priority Emergency must be submitted to Sound Transit Bus Operations Manager or designee the same day, if possible, or no later than 9:00 a.m. the next morning. At a minimum it should include route, location, time, description of incident, description of damage and injuries (if any). Sound Transit staff will review the report and may request follow up. Updates would follow if additional information became available.

Low Priority Incidents:

A Low Priority Incident is defined as any event occurring involving Sound Transit equipment or occurring on Sound Transit property resulting in:

- A passenger, employee, pedestrian, or member of the public receiving emergency medical services or in which emergency medical services are recommended but refused
- Estimated property damage greater than \$500 but less than \$25,000
- An altercation between passengers on the bus
- Police response for unlawful behavior

CT, KCM, PT will document all Low Priority Incidents in the daily service report log (per section 9.1.2).

Sound Transit Notification Procedure

Contact Sound Transit’s Bus Operations Manager or designee and briefly describe the emergency:

- | |
|---|
| <ul style="list-style-type: none">• Emergency phone: (206) 398-5428 |
|---|

No further action is needed. It is Sound Transit’s responsibility to alert their staff.

2. General Operating

Original date issued: 08/01/1999

Generally, the partner agency standard operating procedures will apply to Sound Transit services. This section identifies areas that would be an exception to the partner agency standard operating procedure.

On-Board Bus Camera Policy

Some portion of Sound Transit's bus fleet is equipped with a video and audio surveillance system for monitoring both inside and outside the bus. Since these buses are operated by all three partnering agencies, Sound Transit's policy is defer to the specific operating agency's policy.

Sound Transit should be notified of "requests of significance" to view captured video and/or audio recording. Notification should be sent to the Sound Transit Bus Operations Manager by the partners as quickly as possible but no later than 24 hours after receiving the request. Significance is defined similar to a High Priority Emergency (Operating Policy #2 Emergency) and is any event involving Sound Transit equipment or occurring on Sound Transit property in which:

- A passenger, employee, pedestrian, or member of the public being transported to a medical facility by Fire, Police or EMS with apparently significant injuries and/or hospitalization is probable
- A fatality
- Anticipated property damage exceeding \$25,000
- Police response for a felony crime (examples: robbery, arson and drug sales)
- Fire response when there is costly or long-term damage to the bus
- Media response

Requests of significance also includes requests from law enforcement officials and public information requests. Requests from law enforcement agencies should also copy Sound Transit's Chief Security Officer.

Safe Place

KCM and KCM-operated Sound Transit ST buses, participate in "Safe Place," the national network of public and private businesses across the country that provide a connection for young people looking to get help from local youth service agencies. Each KCM and KCM-operated Sound Transit bus will bear a "Safe Place" decal on the exterior of the bus near the front and rear doors. This decal is intended to let youths know that they can board the bus and request assistance.

Once a youth has indicated he or she is in need of some sort of assistance, the operator asks one question, "Are you in immediate danger?" Whether the answer is yes or no, the operator contacts radio control to let them know a youth is on-board requesting assistance. Radio control will have a youth service agency staff member meet the bus en route. The youth need not to pay a fare. The youth may remain on the bus during recovery (layover). If the answer to the question is yes (immediate danger), Radio Control in conjunction with the youth service agency will determine if police assistance is needed. When the youth is met by the youth agency or if the youth leaves the bus before the meet can be made, the operator will contact Radio Control. Operators will not detain youths. Operators will complete an incident report.

PT and CT do not participate in this particular program. However, if a person (youth or adult), boarding a PT or CT operated bus requests assistance or indicates he/she is in danger, CT and PT's policy is for the Operator to contact Comm Center (Dispatch) immediately and to follow instructions.

Animals on Board

Animals are not allowed on the coach unless:

- They are in a container and less than 25 pounds. Animals over 25 lbs which are not service animals should not be transported.
- They are service animals.

Handlers must be in control of service animals at all times; animals must be on leashes.

(As of Sept. 2012, Department of Justice has amended its definition of service animals to include dogs only; Federal Transportation Administration has chosen to remain with the older definition which includes other species.)

Operators may ask if an animal is a pet, but **may not ask**:

- For special identification for a service animal (including wearing a vest).
- About the rider's disability.
- The rider to demonstrate the task which the animal has been trained to perform.

Bike and Ride Service

Sound Transit provides either a two or three bicycle rack secured outside to the front of the bus. This type of rack determines the capacity per bus. With the exception of folding bicycles, bicycles are not allowed inside Sound Transit buses.

- Sound Transit transports only single-seat, two-wheeled, non-fueled bicycles on its vehicles; electric bicycles meeting this criteria can be transported. Oversized, tandem, fueled or solid-wheel bicycles (including motorbikes and mopeds) with or without trailers are not permitted on any Sound Transit bus.
- Limited bicycle rack space is available on Sound Transit vehicles. Sound Transit encourages cyclists to consider parking their bicycles in racks or lockers at transit facilities rather than taking them on the vehicle.
- Bicycle rack space on Sound Transit vehicles is available free of charge on a first-come, first-served basis.
- Bicycles may be loaded or unloaded from any Sound Transit vehicle at any regular stop or station at any time.
- Sound Transit allows folding bicycles within its vehicles with the following limitations:
 - Any number of folding bicycles are allowed inside any Sound Transit vehicle at any time, as long as they are stowed with the passenger, under the passenger's seat.
 - Stored bicycles in the priority seating areas for elderly and disabled riders on any vehicle must be moved to accommodate wheelchairs or passengers who are senior or disabled.

Coach Lighting

All coaches in operation will use headlights at all times.

Stopping for Customers

Operators must stop at all designated Sound Transit bus zones where customers are waiting to board or wanting to disembark except as described below. Operators must pick up customers if the coach is stopped partially in the zone, and the rear of the coach is close enough to the curb so another vehicle cannot move between the curb and the coach. Also, operators of the third bus in a zone must make a second stop at the head of the zone.

Downtown Seattle (including the SoDo Busway):

KCM and CT operators must stop at all designated Sound Transit bus zones where customers are waiting to board or wanting to disembark in both the inbound and outbound directions.

PT operators heading inbound to downtown Seattle do not have to stop at designated stops unless a passenger on-board has pulled the signal requesting to disembark.

Courtesy Stops

Sound Transit does not allow for courtesy stops and Sound Transit does not operate a night stop program.

Emergency Equipment

All coaches at a minimum are equipped with:

- Fire extinguisher
- Triangles (three)
- Wheelblock(s)

Charter Bus and School Bus Operation Policy

Sound Transit does not operate Charter Bus or School Bus service per FTA regulations 49 U.S.C.5323(d), and 49 CFR Part 604 and 69 U.S.C. 5323(f) and 49 CFR Part 605.

3. New Procedures/Revisions/Review

Original date issued: 10/07/1999

The Operations, Customer Service, and Fares ST Express Policies and Procedures will be reviewed and updated as needed no less than every two years.

Contact lists for the ST Express Policies and Procedures will be kept as separate documents so that they can be updated as needed. The contact lists do not need to go through formal review or approval processes.

To submit a new section for an ST Express Policy and Procedure or revise an existing one, obtain the MS Word version from the TIG Coordinator. Work with the subcommittee to come to consensus on language. Enter agreed upon language into MS Word version using track changes, and delete the old “approved by TIG” date. Forward the draft to the TIG coordinator to put on the agenda for final TIG review and approval.

The TIG Coordinator will coordinate the approval process through the TIG and will obtain the signature of Sound Transit’s Executive Director of Operations signature once all approvals are received. The TIG Coordinator will email the ST Express Policies and procedures to staff on the distribution list located in the Operations TIG Contacts.

4. Adverse Weather/Snow Plan

Original date issued: 10/2004

The policy of ST Express is to support ST's operating partners in providing effective bus service during adverse weather conditions by focusing effort on communicating changes in service to bus passengers. The following policy and procedure is a subset of the Operations Department snow plan and summarizes only the service activities for ST Express and facilities. The plan consists of six phases ranging from preparation to recovery.

Phase 1 Pre-Season Preparedness

ST Express:

By October 15th of each year, ST Express staff members perform the following:

- Review each partner's current Inclement Weather Plan
- Transcribe KCM run cuts into specific ST trip eliminations
- Make initial contact with partner agencies to review plans with particular attention given to communications protocols including a review of contact numbers
- Review implementation strategy with ST Customer Service Manager and External Communications staff
- Test home access for any Duty Officer personnel to ensure that all have ability and knowledge of login procedures from home.

Facilities:

Annual preparations for winter weather will begin September 1st and be finalized by October 31st. During this phase, the Director of Facilities and Asset Control shall assign the Plan's single point of responsibility for the implementation of the Plan. Additionally:

- Needed supplies, tools, and equipment will be procured and staged at the locations designated in the Plan
- Maintenance on equipment will be performed to ensure all is in good working condition. Training of staff on the proper use of the equipment will be conducted as needed during this preparation phase
- Facilities Maintenance staff will coordinate response plans and set forth performance expectations with contracted service providers for snow removal and winterization activities
- Roles, responsibilities, and communication protocol will be reviewed with Facilities Maintenance staff to ensure effective response during an event

Phase 2 Snow Alert (24 Hour Notice)

ST Express:

On the eve of an approaching event, approximately 24 – 36 hours prior ST Express staff will:

- Monitor KCM weather hotline (206-263-3441)
- Identify the Public Information Officer (PIO) and Customer Service Duty Officer (CSDO) for the event for each of the partners and for Sound Transit
- Contact PIOs and CSDOs early to:
 - exchange personal contact information
 - coordinate route information release time
 - review each route for foreseeable changes
- Warn public to expect unannounced delays in service
- Draft initial Route Information Matrix and issue to Customer Service for web publishing and Call Center reference

- Ensure the ST Express Ops Duty Officer has access to ST email/internal communications by home access or by having an ST issued laptop with him/her at all times

Facilities:

Customer Facilities staff will:

- Monitor weather forecast.
- E-mail weather forecasts to Facilities, Security, and Station Agents during periods when freezing temperatures may be expected.
- Alert the Facilities Project Manager as to any forecasted adverse weather conditions that constitutes a reason to activate the plan.
- Maintain and enter data into facilities report log.
- Assess pending situation and activate plan as needed.
- Contact and coordinate with KCLR to ensure appropriate response measures are taken at all Central Link facilities.
- Review their individual responsibilities and ensure that equipment and supplies are ready to implement the plan.

Phase 3 Snow Alert (8 Hour Notice)

ST Express:

On the eve of an approaching event (approximately 8 hours prior), ST Express Bus Operations Duty Officer will contact partner agencies to review actions expected from Sound Transit.

Facilities:

Customer Facilities staff will:

- Continue to monitor weather forecast
- E-mail weather forecasts to Facilities, Security, and Station Agents during periods when freezing temperatures may be expected.
- Activates as needed:
 - **Level One: Frost and/or ice and no snow** - De-icer will be applied to entire platform surface, ADA and pedestrian walkways to a width of 5', and parking lots as needed.
 - **Level Two: "Winter Storm Warning" issued by National Weather Service** - This escalates the status to expected arrival of a significant weather event that has the potential to disrupt our ability to provide service within the next 12 to 24 hours. The Customer Facilities Duty Officer will update Facilities, Security and Station Agents.

Phase 4 Snow Event

ST Express:

Regardless of its intensity, as inclement weather develops, the following procedures should be followed throughout the duration. The primary objective of ST Operation's staff during the event is to coordinate and consolidate service information from partner agencies and pass that information along to Customer Service, ST PIO and all other necessary personnel in regular updates in a prescribed format. The primary format is the ST Express Service Interruption Form (see attached). This form is an on-going detail of the current status of all ST operated routes. Information contained on it will be directly published to the internet and provided to customer service representatives in order to respond to telephone questions.

- Early morning partner briefings:

- KCM's adverse weather hotline should be consulted at 3:30 AM and re-checked as directed from the previous check-in.
 - CT will issue hourly status reports via email throughout the course of the event.
 - PT will conduct telephone briefings starting at 3:30 AM to review current status and the day's outlook.
- On-going partner briefings:
 - KCM will schedule regular updates via the adverse weather hotline;
 - CT will issue hourly emails throughout the event;
 - PT will schedule conference calls at regular intervals and call in to pinpoint specific issues that require immediate attention.
- **KCM** - When snow is predicted to accumulate greater than 1 inch or is actually falling across all or portions of the service area and temperatures are predicted to be at 34°F or lower, actions that affect ST operations are likely to include:
 - Implementation of snow routes on some or all services.
 - Additional trips cut from service, system wide.
 - All buses are chained.
 - Some routes are cancelled (depending on specific conditions).
 - Service on Routes 555 and 556 is supplemented by chained shuttles between Issaquah and the Issaquah Highlands PNR.
- **CT** - Because of the existence of a weather convergence area in much of CT's service area, weather conditions throughout Snohomish County can be very different from those in the remainder of ST's service area. Therefore, it is not unusual for emergency conditions to exist in CT's service area and nowhere else in the region.
 - Because of the relatively few ST services operated by CT, operating conditions are reviewed on a route by route basis and individual modifications are made as specific conditions warrant. The final decision is made in collaboration with CT, First Transit personnel and ST Express Operations staff.
- **PT** - Upon consultation with Sound Transit Bus Operations personnel, PT will implement a shuttle based service in Seattle for all ST services. This strategy incorporates the use of chained 40' buses operating along normal bus stop locations served by PT operated services with the use of 45' high capacity coaches limited to freeway travel. Passengers are transferred between the two coaches at pre-determined locations.
- All route data should be compiled on the ST Express Service Interruption Form and forwarded to the Customer Service Duty Officer and PIO before 4:00 AM. Check in with the Customer Service Duty Officer via telephone shortly after sending the email to confirm receipt.
- *If any partner is going to substitute a Sunday schedule, confirm which routing they intend to use; Sunday routing may be different than weekday routing.*
- *Communication to passengers should include to not only expect delays, but to expect overcrowding. Where practical, passengers should be directed to Sounder services or Link services which will likely not be affected.*
- *Thinking 24 hours ahead is critical, especially for early morning services. In a bad event early morning pull-outs may be hampered by a lack of operator availability and not by bad road*

conditions. Craft an appropriate message to explain that roads may have improved, but buses may still not get out on schedule.

Facilities:

Customer Facilities staff will:

- Continue to monitor weather forecast.
- E-mail weather forecasts to Facilities, Security, and Station Agents during periods when freezing temperatures may be expected.
- Implement as needed:
 - **Two inches or less of snow, single day event:**
Accessible paths will be cleared on platforms and pedestrian walkways, and de-icer applied. For Sounder platforms, a 10 feet pathway is to be cleared including the yellow caution line and welcome mats. All other accessible pathways and pedestrian walkways are to be cleared to a width of 5 feet. Parking lots will be plowed and sanded as needed.
- Manage each facility in the following level of priority:
 - Sounder Stations
 - Boarding Platforms
 - ADA accessible routes
 - Surface Lots
 - Transit Centers (as resources are available): Partner agencies who typically receive field reports may send requests for specific locations to be priorities and Sound Transit will attempt to meet these needs depending on staffing availability.
 - ADA accessible routes
 - Boarding platforms
 - Surface lots
 - Parking Garages
 - ADA accessible routes
 - Boarding platforms
 - Surface lots
 - Union Station
 - ADA accessible routes (including Weller St Bridge)

Phase 5 Snow Event (Sustained)

ST Express:

- **KCM** - when snow accumulates greater than four inches across the service area and temperatures are predicted to be at 34°F or lower or snow is on the ground county-wide and multiple days of snow on the ground are predicted. Actions that affect ST operations include:
 - KCM operates a significantly reduced level of service on core trunk and life-line routes that includes some ST routes.
 - This may last several days as conditions dictate.
- **PT and CT** – will continue to operate as in Phase 4 without any further pre-planned reductions in service.

- Briefings: Briefing will continue as described in “Phase 4 Snow Event”.

Facilities:

For any accumulation of snow, multi-day event:

- Accessible paths will be cleared and maintained on platforms and pedestrian walkways throughout the event.
- De-icer will be applied as snow is cleared. For Sounder platforms, a 10 foot pathway is to be cleared including the yellow caution line and welcome mats. All other Accessible pathways and pedestrian walkways are to be cleared to a width of 5 foot.
- Parking lots will be plowed and sanded throughout the event.
- Special care will be taken to prevent accumulations of ice, e.g. clearing standing water to prevent re-freezing from occurring.

For any combination of snow and/or ice that results in conditions that cannot be mitigated during the event due to inadequate resources and/or excessive risk exposure to staff and the general public Facilities Maintenance will make recommendations for closure of facilities.

Phase 6 Recovery (Post-Snow Event)

ST Express:

As the event clears ST Express Staff will coordinate a return to service stand-down with all three partner agencies and communicate that strategy to ST Customer Service.

Soon after the event clears and operations return to normal, all three partner agencies will prepare an event review analysis. These reports should be incorporated into ST’s post event lessons learned. This post event analysis establishes a record of how to properly handle future events by building upon past experience.

Facilities:

Immediately following a winter weather event, conditions in affected areas will be assessed and appropriately addressed. Obvious hazards will be communicated to the Safety and Security Department. Any damage that impacts service will be communicated to the appropriate department head. During the recovery phase, supplies, tools and equipment will be inspected, repaired, or replenished and returned to its designated staging area in preparation for the next event. Facilities Maintenance staff will debrief and make recommendations for any needed changes to the plan for improved effectiveness.

After the winter season, the assigned Facilities Project Manager will conduct a post season meeting.

Topics covered shall include:

- Lessons learned, updates to the plan and accomplishments
- Restoration efforts including any repairs, clean up, or other forms of response to be coordinated by the Facilities Maintenance Department.

5. Sounder Service Interruption Bus Plan

Original date issued: 06/22/2000

1.0 Overview

Occasional interruptions of Sounder commuter rail service may occur due to mudslides, accidents, or mechanical problems. The Sounder Duty Officer is responsible for determining the level of response needed for a Sounder service interruption. For Sound Transit's internal communications, that response is categorized into three levels:

Level 1 – Minor Service Delays potentially less than 10 minutes.

Level 2 – Significant Service Delays potentially more than 10 minutes but less than 75 minutes.

Level 3 – Major Service Disruptions potentially more than 75 minutes or severely impacting service schedule.

Partner agencies will typically be contacted for Level 2 and Level 3 service interruptions to a.) be aware of overload potential on existing routes, b.) provide additional service on existing routes, or c.) provide bus bridge services for Sounder passengers.

2.0 Responsibilities During a Sounder Service Interruption

2.1 Sounder Duty Officer

When Sound Transit determines a significant service interruption response is required, the Sounder Duty Officer will:

2.1.1 Contact BNSF operations managers to determine:

- The time and location of the incident
- The nature of the incident
- The probable duration of the disruption
- Actions BNSF is taking to resolve the issue
- Nature and extent of injuries (if applicable)
- Emergency response measures and status

2.1.2 Contact the appropriate internal staff through use of Command Post email or Command Post Staff email depending on the level of the event.

2.1.3 Make follow-up phone calls to the duty officers for ST Express Bus, Customer Service, Customer Facilities, and Media Relations, as needed, and to Sound Transit executive leadership, as needed.

2.2 ST Express Duty Officer

The ST Express Bus Duty Officer will ascertain the level of response needed from the partner agencies. The ST Express Bus Duty Officer will then contact the partner agency in whose district the interruption is occurring and will:

- Inform the Communications Center of possible overload conditions on existing routes, or
- The need for addition service on existing routes, or
- The need for a bus bridge

2.3 Partner Agency

The partner agency will inform Sound Transit within twenty minutes of the request whether it will provide any of the service requested.

3.0 Bus Bridge Protocol

In the event that a bus bridge is needed, the ST Express Bus Duty Officer will provide the partner agency's Communications Center staff with the agreed upon information as defined in Attachment A. If the partner agency declines to provide the service or can only partially meet the request, then Sound Transit will contact other agencies for assistance. If a partner agency agrees to provide some or all of the requested service, it will:

- Arrange for its designated lead to meet the Sound Transit and/or BNSF representative at the location of the event
- Provide the name, pager/c-phone number of the partner agency lead and estimated time of arrival to the Sound Transit lead
- Notify its internal customer service and media relations staff
- Contact ST Express Bus Duty Officer if no contact has been made and they think some level of coordination is needed.

All parties understand that the BNSF representative will determine what activities can/cannot occur on BNSF property; the transit partner representative will ensure that all buses meet ADA accessibility requirements and determine where the buses can travel; and the ST Express Duty Officer will facilitate the discussion.

Once the ST Express Bus Duty Officer has determined when and where a bus bridge is possible, Sound Transit, BNSF and partner agency representatives will discuss and agree upon the following:

- Procedure and location for loading passengers onto buses; and
- Route to be used by buses to and from the incident location.

3.1 Sound Transit Media Protocol

The Sound Transit Media Relation's staff (PIO) will:

- Contact the media to provide information about the event requests
- If necessary go to the event scene and be the agency spokesperson
- Contact partner agency's media staff when coordination is needed and/or to discuss information requests
- Use the current media operating procedures
- Coordinate with the Sound Transit designated lead at the scene
- Coordinate with internal customer services staff as needed

3.2 Sound Transit Customer Services Protocol

Sound Transit customer services staff will:

- Issue Rider Alerts
- Update customer information sites
- Coordinate with media staff

3.3 Sound Transit Facilities Station Agent Protocol

Sound Transit station agent supervisors will:

- Communicate with the Customer Facilities Duty and station agents, relaying updates as needed to both station agents and to the Customer Facilities Duty Officer
- Provide additional support to agents on scene as needed

Sound Transit station agents will:

- Communicate changes at the station to the station agent supervisors and to the Customer Facilities Duty Officer
- Inform riders of the situation and continue to provide updates as received
- Assist riders with alternative bus connection services
- Assist in directing partner agencies to bus staging and loading areas
- Direct riders to back-up bus services
- Implement crowd control

3.4 Transit Partner Call Protocol

The partner agency's Communications Center staff is responsible for their internal communications per their procedures. The Partner Transit Agency Contact List is included for their use in the Operations TIG Contacts for ST Express Policies and Procedures.

3.5 Incident/Training Debriefing

After an incident or training, a debriefing may take place where the participants can discuss facts and observations. Sound Transit staff will coordinate and facilitate the debriefing.

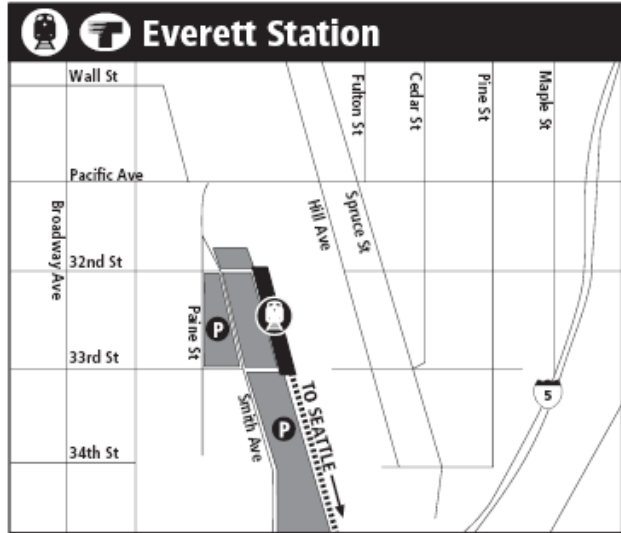
3.6 Operations TIG Committee

The Operations TIG Committee will review and update the operating procedures as needed.

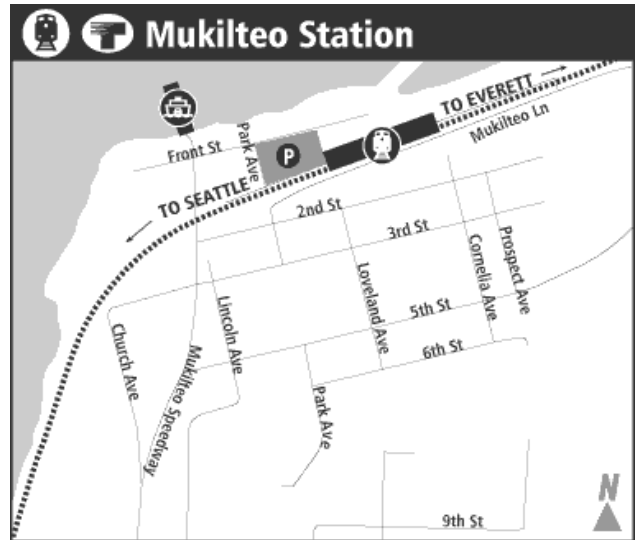
3.7 Information provided by Sound Transit

Sound Transit will provide maps and locations of stations to the partner agencies.

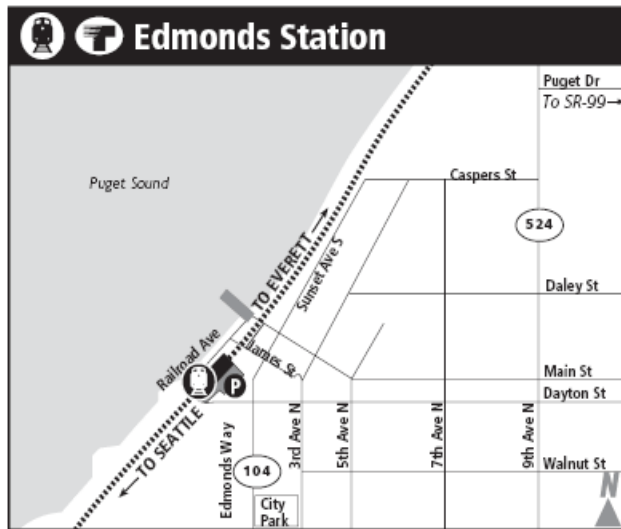
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920 1st Street, Mukilteo, WA



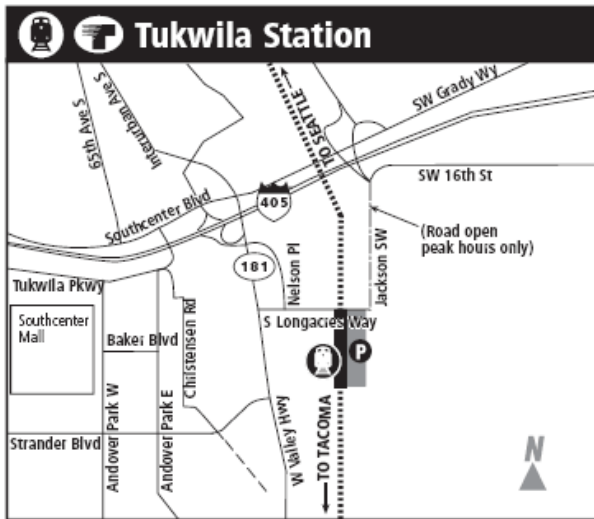
211 Railroad Ave., Edmonds, WA



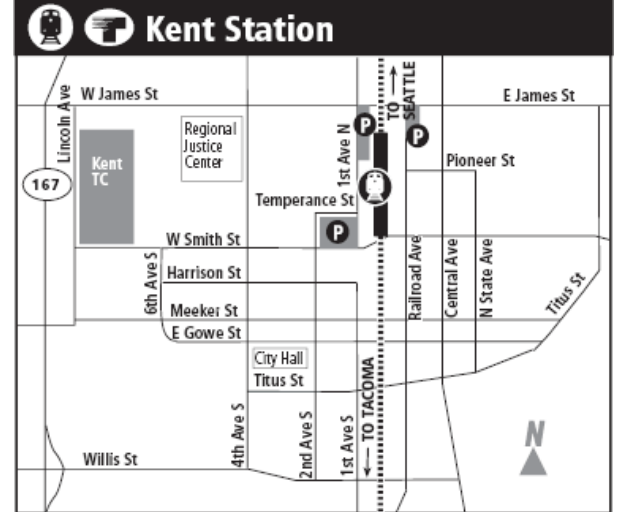
301 South Jackson St., Seattle, WA



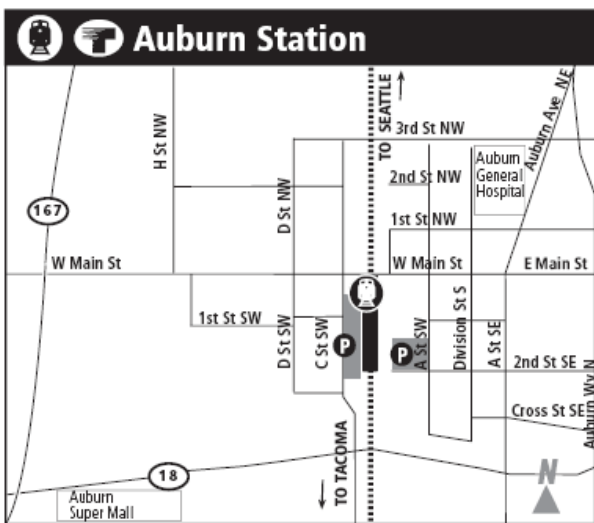
7301 South 158th Street, Tukwila, WA



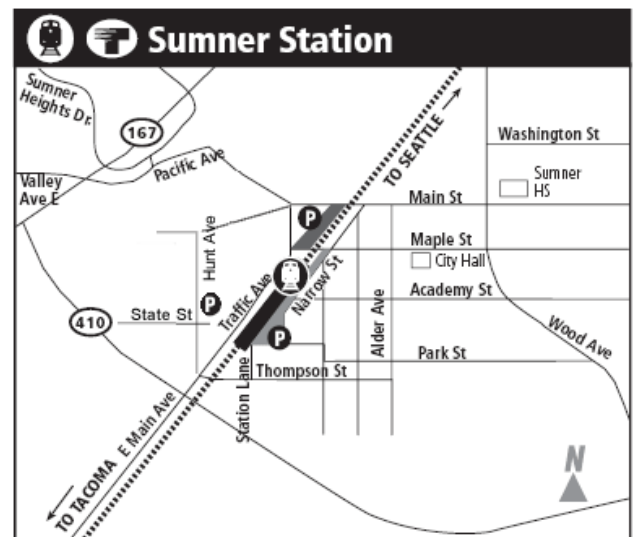
301 Railroad Ave., Kent, WA



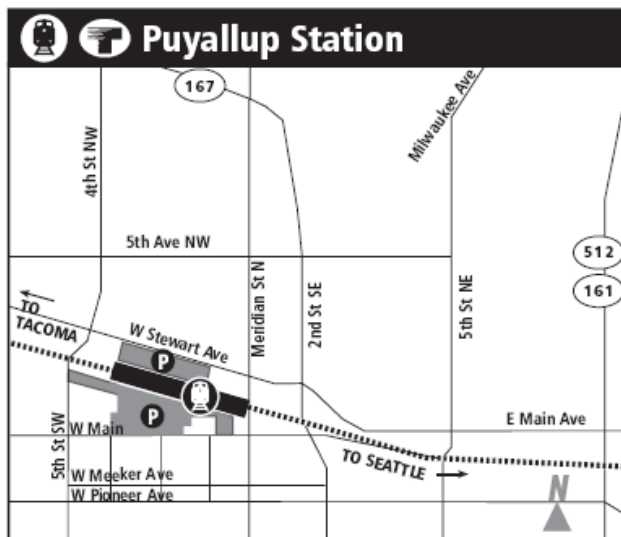
3 A Street SW, Auburn, WA



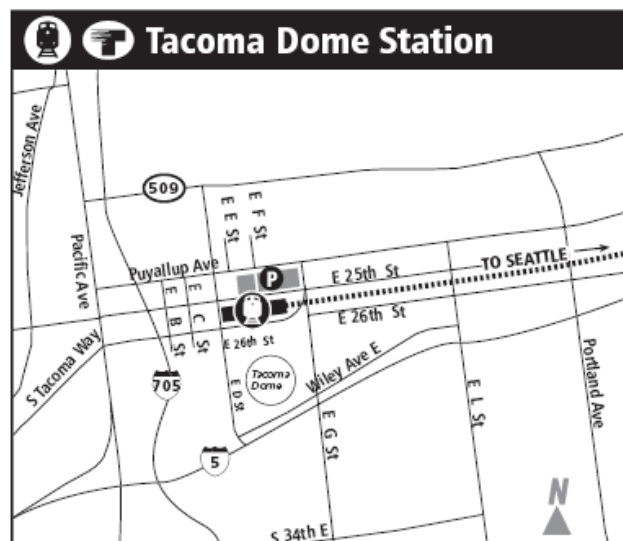
810 Maple Street, Sumner, WA



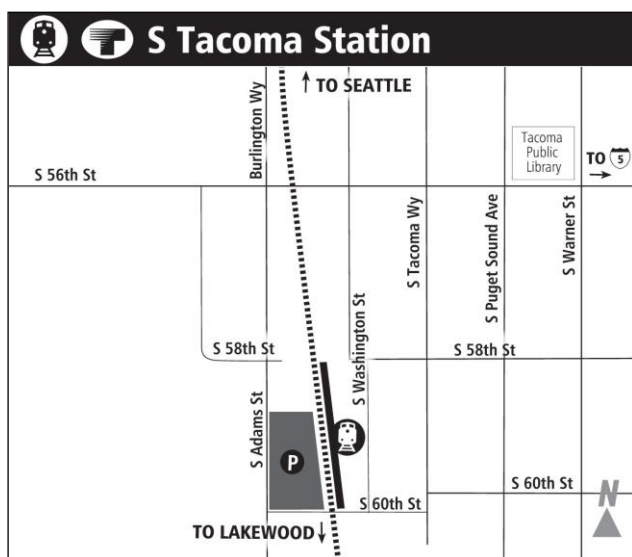
131 West Main Street, Puyallup, WA



424 East 25th, Tacoma, WA



5650 S. Washington St., Tacoma



11424 Pacific Highway SW, Lakewood



Attachment A: Information about Service Request

The following information will be provided to the partner agency Communications Center by Sound Transit when requesting services:

1. Nature of the incident (accident, flood, mechanical trouble, etc):
2. Location of the incident (cross streets if available):
3. Approximate number of passengers needing transportation:
4. Name of the person making the request and the call back number:
5. Name of the contact person at the scene, c-phone number and where the person will be:

Optional Information:

1. Location to where the customers are to be transported?
2. Any special instructions for the partner agency:
3. Locations where customers might be besides the incident scene:

Time of the call: _____ Date: _____

Person taking call: _____



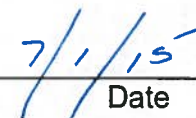
Customer Service

ST Express Policies and Procedures

Approved by TIG Steering Committee June 23, 2015



Executive Director of Operations



Date

These ST Express Policies and Procedures are reviewed and updated by the *Customer Service* Transit Integration Group. There are two other documented ST Express Policies and Procedures: Operations and Fares.

Revision History

Background: ST Express Policies and Procedures were formerly 14 separate documents, which made tracking changes and making and approving updates to all 14 documents cumbersome. In January 2014 they were combined into three separate documents according to their ownership TIG subcommittee. The former policies and procedures became major section headings or chapters in the table of contents for Operations and Customer Service documents. Fares had just one policy and procedure and it became its own stand alone document. The matrix below shows the new document organization:

Old Format			New Format	
#	Name	Subcommittee	Name	Subcommittee
1	Customer Comment Process	Customer Service	Operations	Operations
2	Emergencies	Operations	1. Emergencies	
3	Fares	Fares	2. General Operating	
4	General Operating	Operations	3. New Procedures/ Revisions/Review	
5	Interagency Correspondence	Customer Service	4. Adverse Weather/Snow Plan	
6	Lost and Found	Customer Service	5. Sounder Service interruption	Customer Service
7	TTY or TDD Calls	Customer Service	Customer Service	
8	Transfers OBSOLETE	Fares	1. Customer Comment Processing	
9	888 Rider Information	Customer Service	2. Interagency Correspondence	
10	Free Ride Tickets	Customer Service	3. Lost and found	
11	New Procedure/Revisions	Operations	4. TTY or TDD Calls	
12	Publication Review and Distribution Process	Customer Service	5. 888 Rider Information	
13	Adverse Weather/Snow Plan	Operations	6. Free Ride Tickets	
14	Sounder Service Interruption Bus Plan	Operations	7. Publication Review and Distribution Process	
			Fares	Fares

Additionally all staff contact lists that had been embedded in the old policies and procedures were moved to a separate document – one for Operations and one for Customer Service (there were no contact lists for Fares). Contact lists can be updated on an added as needed basis along with the TIG rosters and do not need formal review or approval.

Version	Date Revised	Nature of Change
0	January 2014	See background above. Policy 10 Free Ride Tickets was rewritten for clarity but the policy itself did not change.
1	June 2015	Updates to Section 3 Lost and Found. Sat., Sun., and holiday info will be available by 1 p.m. instead of noon next service day. KCM matrix was updated to reflect current practice.

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1. Customer Comment Processing

Original date issued: 08/18/1999

Sound Transit customer comments received by participating agencies will be processed using the following guidelines. This process shall be applied to all commendations, complaints, and service requests received regarding any route, trip, or facility operated or supported by Sound Transit. The trip/route or facility may be operated or maintained by Community Transit, Everett Transit, King County Metro, or Pierce Transit. This process is applicable to all forms of communication: telephone calls, e-mails, letters, faxes, and in-person contacts.

Any customer comment received by a partner agency that requires a policy decision or an explanation from Sound Transit will be forwarded to the Sound Transit Customer Services Supervisor. Sound Transit will respond to all policy questions. If the partner agency is uncertain whether the question requires a response from Sound Transit, the partner agency will contact the Customer Services Supervisor to discuss the issue. When Sound Transit responds to a comment forwarded by a partner agency, a copy of the response will be sent to that partner agency.

Please refer to 2. Interagency Correspondence for additional information.

Routine Comments

These are non-emergency issues such as commendations, discourteous conduct, late operation, shelter location, and litter at a zone.

1. The agency follows existing agency procedures when processing comments expressed about a route, trip, or facility operated or maintained by the agency receiving the comment and routine comments regarding federally mandated accommodations such as stop announcement or lift operations.
2. The agency includes the item in its monthly report to Sound Transit.

Interagency Comments

These are routine comments received by one participating agency that are applicable to another participating agency (i.e. Pierce Transit receives a call regarding ST Route 550, a route operated by King County Metro for Sound Transit).

1. Politely explain that a different agency is responsible for the service and offer the toll-free phone number for a connection to that service.
2. If the caller insists that the information be taken, regardless of agency, send an email or complete an Interagency Transmittal Form with available information and email to the appropriate agency, identified in Partner Agency Contacts list.

Obtaining and relaying accurate information in a timely manner is essential to the success of this process. Agencies will provide information as it is/was relayed to them by the customer or person making the contact. It is incumbent upon the responsible (receiving) agency to re-verify the information relayed to them.

Urgent/Red Flag Comments

These are time sensitive or critical concerns expressed by a customer such as the report of an employee, while on duty, using or suspected of being under the influence of drugs or alcohol; the report of a threat from a driver toward a passenger; or the report of an assault by a driver toward a passenger.

ADA related comments require contact within 24 hours. These are comments from a customer with a disability regarding harassment, action by the operator such as routinely being passed up or accessible equipment not working.

Due to the nature of urgent/red flag comments, follow existing agency procedures and inform the Sound Transit contact listed below. For ADA issues contact Michael Miller or his designee within 24 hours from the receipt at the agency. These time sensitive or critical concerns require immediate notification.

Disability Civil Rights Complaints

In the event a partner agency receives a formal disability-related civil rights complaint about Sound Transit services or facilities from a local, state or federal agency, the partner agency will immediately contact Sound Transit. If the complaint is solely about Sound Transit services or facilities, Sound Transit will take the lead in responding to such complaints. The partner agency will participate by investigating the complaint and providing Sound Transit with a detailed response to the allegations. If the complaint involves services provided by both the partner agency and Sound Transit, both agencies will work cooperatively to investigate and provide a formal response (joint or separate, as appropriate) to the civil rights agency.

Risk Management Comments

These are comments involving a claim for damage or injury. Follow existing agency procedures and inform the Sound Transit contact as soon as possible.

2. Interagency Correspondence

Original date issued: 08/18/1999

Correspondence received and/or generated by Sound Transit and/or partner agencies will be processed using the following guidelines. This process shall be applied when a written acknowledgment to a letter, e-mail message, or fax is required or appropriate.

E-Mail Message and Letter Responses

Sound Transit and partner agency staffs are expected to respond to customers by email or letter, when appropriate, as soon as possible but no longer than 10 days from the receipt at the agency. If a customer response letter cannot be sent within the 10 day period, the response time can be extended using an interim response (letter) to the customer.

King County Metro will respond within 21 days from the receipt at the agency, but will attempt to respond to customer comments at their earliest opportunity. If a customer response letter cannot be sent within the 21 day period, the response time can be extended using an interim response (letter) to the customer.

When responding to customer concerns, Sound Transit and partner agency staff may choose to use the generic response, offer a routine or specialized response, or refer the e-mail/letter to a Sound Transit point of contact for response, as appropriate.

- When a definitive answer to a customer concern is not required or may not be available for an extended period of time, the generic response may be used to assure the customer their concern has been documented and that appropriate action is/will be taken. For example, a customer has sent an e-mail commending an employee or expressing concern about a future plan and the question may not be immediately answerable.
- If the generic response is used as an interim reply, ensure that the need for a follow-up reply is noted in your tracking system and forwarded to the customer in a timely manner.
- In some cases, providing a routine or specialized response may be appropriate. When doing so, follow existing agency guidelines and coordinate the response between agencies, as required, using the attached sample Interagency Transmittal Form as a guide for essential details to include.
- If the receiving agency is unable to provide a response and/or a response directly from Sound Transit staff or a partner agency is deemed appropriate, forward the e-mail requiring a response to the appropriate agency including essential details noted on the attached sample Interagency Transmittal Form.
- When e-mail is received from an official (i.e. member of County Council), process the concern following current agency guidelines. If it appears that several persons (internal or external to your agency) have been copied on the e-mail, inform the others that you are taking the lead and will respond, copying your response to each. Please ensure that your partner agency counterpart(s) is/are informed of the concern as soon as possible.

* At Sound Transit, specialized letters will be documented in the Sound Transit customer comment tracking database (CRM) and assigned a tracking number, point of contact, etc.

* The Sound Transit Customer Services Supervisor or Senior Customer Service Representative will assign and monitor due dates for correspondence received by Sound Transit.

Draft letters will be provided to/from internal sources or partner agency using the format/template provided by Sound Transit and e-mailed whenever possible to eliminate unnecessary printing and time delays. See the attached example for a typical response.

Upon approval, final letter will be signed by partner agency on behalf of Sound Transit. To avoid confusion, responses should indicate that, as a partner agency, you are responding on behalf of Sound Transit. Sound Transit will receive copy.

Routine letters are sent to customers in response to a letter, telephone call, e-mail, or fax that addresses non-sensitive routine items. The coordination of the response with another agency is not required for routine letters, but the customer has indicated that a formal response is expected. Use the above guidelines for preparing and finalizing these letters.

Specialized letters are sent to customers in response to a letter, telephone call, e-mail, or fax, and internal or external coordination is required to complete the reply. These letters will usually address, but are not limited to, sensitive, urgent, and non-routine items, and the writer has indicated that a formal response is expected. Use the above guidelines for preparing and finalizing these letters.

SAMPLE Interagency Transmittal Form

Below is a sample form for recording and transmitting customer comments on Sound Transit Service and Facilities.

Click or tab to the shaded areas to enter all available details received from the caller.

The customer's address and/or phone number are essential, as additional information may be required.

From: (check one)

Community Transit	☐
Everett Transit	☐
Kitsap Transit	☐
Metro Transit	☐
Pierce Transit	☐
Sound Transit	☐
WSF	☐

To: (check one)

Community Transit	☐
Everett Transit	☐
Kitsap Transit	☐
Metro Transit	☐
Pierce Transit	☐
Sound Transit	☐
WSF	☐

Received

Comment Taken By			
Date of Contact			
Time of Contact			
Via:(check one)	Telephone ☐ Fax ☐	Letter ☐ Email ☐	In Person ☐

Customer Information

Name			
Address			
City		State/ZIP	
Phone (home)			
Phone (work)			
E-mail			
FAX			

Incident Details

Incident Date	
Incident Time	
Incident Location	
Direction of Travel (Caller)	
Direction of Travel (Bus)	
Route #	
Vehicle #	
Driver Description	
Reply Requested (Y/N)	

Customer's Statement

--

3. Lost and Found

Original date issued: 08/18/1999

Lost and found items for Sound Transit ST Express bus service will be managed regionally and all partner agencies will handle Sound Transit lost and found items in their usual manner. Sound Transit is responsible for handling items found on Sounder commuter rail. However, King County Metro will update the Lost and Found database daily for items found on Central Link trains and Pierce Transit will handle items found on Tacoma Link light rail per the Tacoma Dome Station Agreement. Items found at bus platforms of joint facilities such as Sounder Stations (Sumner, Puyallup, Auburn and Kent) and the Federal Way Transit Center may be handled by the local agency.

Each partner agency will update their lost and found data per agency guidelines. Note that Community Transit does not use a database for lost and found items. The information for Saturday, Sunday and holidays will be available by 1 p.m. on the next service day.

General Procedure – St Express Bus

A customer who has lost an item contacts an agency.

If the item the customer lost was on ST Express Bus service provided by another agency, the agency taking the call provides contact information for the other agency to the customer, including the location, hours of service and telephone number. See the Customer Service Contacts list for Lost and Found Routing Contacts.

At times, the agencies may agree, due to the circumstances, that they will assist in the retrieving of the item and will determine what those arrangements will be.

Procedures for Emergencies or for Items of Significant Value

During the regular business hours of a partner agency you are trying to contact, do the following:

- First step: Call the partner agency contact listed on the Lost and Found Routing matrix above.
- Second step: If unable to reach the partner agency contact, call the partner agency Communications Center whose number is listed on the following page.
- The agencies will make arrangements for the item exchange with the customer and provide whatever assistance they deem necessary.

Partner Agency Communications/Control Center/Dispatch Phone Numbers

It is agreed among the partner agencies that the Communications Center contact numbers are confidential and for internal use only. They are not to be given out to non-agency staff.

<u>Agency</u>	<u>Telephone Number</u>
Community Transit Communications Control Center	(425) 348-7155
Everett Transit Scheduler's Office	(425) 257-8984 or pager (425) 388-2137 (after hours emergency calls to ET Route Inspector)

Pierce Transit Communications Center
King County Metro Communications Center

(253) 581-8109
(206) 684-1705

5. The agency will make arrangements for the item exchange for the customer and provide whatever assistance they deem necessary.

In order to provide customers with basic lost and found process information for a partner agency, the following matrix is provided as an overview of partner agencies Lost and Found processes.

Lost and Found Matrix

Process	CT	KCM	PT
Questions for caller	- when did loss occur - route number - time and day - where customer sat on bus	- when did loss occur - what route - valuable or non-valuable - if valuable, where customer was sitting	- when did loss occur - time/day - what route - where customer sat on bus
Regular	- customer to arrange pick-up or - send postage to CT and CT will mail the item - RideStore, 20110 46th Ave W, Lynnwood, weekdays from 7 a.m. – 6 p.m., p.m. (425) 348-2350	- customer can pick up or - trace bus for customer to meet - King Street Center, 201 S. Jackson St. weekdays 8:30 a.m.-4:30 p.m., Mon-Fri. Closed 1-2 p.m. for lunch (206)553-3000	- customer pick up - trace bus for customer to meet - Bus Shop Tacoma Dome Station from 7:00 a.m. to 6 p.m. (253)581-8000, listen for Lost and Found Option
Emergency During Business Hours	CSR will arrange to have a supervisor get item back to customer ASAP	- CSR contacts Control Center, who will contact the driver to locate the item - customer has option of meeting bus and obtaining the item from the driver or waiting until the next day and picking it up - Routine or emergency calls to Customer Information Office @ (206)553-3000	contact dispatch (24 hr dispatch access)

Bikes	Bikes are held for 10 days then taken to Sheriff	Bikes are sent to surplus, which holds them for 10 calendar days and then gives them to various charities	Bikes lost on the bus are turned in to our headquarters location 3701 96th St. SW Lakewood. After fourteen days, bikes are donated. The Property Room is open from 8 am to 4:30 pm on weekdays.
Retention Policy	30 days; then to Sheriff for additional 60 days	14 calendar days	14 days for non-valuable items 28 days for valuable - prescription glasses and cell phones are donated to various charities.

General Procedure – Sounder Commuter Rail

1. Sounder lost and found items will be managed internally by the Sound Transit. Security officers on board the trains receive found items from the conductor and Amtrak cleaning crews. The items are logged and held for 10 days at the ST Security Dispatch Office, Union Station Concourse, 401 S. Jackson Street.
2. A customer who has lost an item contacts the ST Customer Service Office. Questions to ask the caller include:
 - When did the loss occur?
 - What train/time of day/direction of travel?
 - Seattle-Tacoma service or Seattle-Everett service?
 - Valuable or non-valuable item and description?
 - Where was customer sitting?
3. Sound Transit staff makes determination whether item was lost on Sounder train or bus and directs caller appropriately.
 - Customer Service Assistant may contact the Security Office to inquire if Sounder item has been received.
4. In special emergencies, other arrangements may be possible. The Customer Service Assistant may:
 - Arrange to have Sound Transit Security Officer, transit partner supervisor, conductor or staff get item back to customer ASAP, or
 - Contact BNSF/Amtrak to obtain item.

General Procedure – Central Link Light Rail

Central Link lost and found items will be managed by King County Metro Transit. Items are held at the King Street Center, 201 S. Jackson St., Seattle.

General Procedure – Tacoma Link Light Rail

Tacoma Link lost and found items will be managed by Pierce Transit. Security officers or Link operators will drop items off at Tacoma Dome Station. Items are held at the PT Bus Shop, 505 E. 25th Street, Tacoma..

4. TTY or TDD Calls

Original date issued: 08/18/1999

Per agreement in the Customer Services Committee of the Transit Integration Group, TTY or TDD calls may be routed and responded to by partner agencies for the ST Express regional routes that agency operates on behalf of Sound Transit.

Sound Transit's rider information number for hearing-impaired callers shall be TTY Relay: 711.

Sound Transit business hours are Monday-Friday, 7:00 a.m. -7:00 p.m. Messages received after business hours will be returned the next business day.

Agency	Phone
Community Transit	TTY 711/(425) 353-7433
King County Metro	TTY 711/(206) 553-3000
Pierce Transit	TTY 711/(253)-581-8000

5. 888 Rider Information

Original date issued: 08/18/1999

Per Agreement in the Customer Service Committee of the Transit Integration Group, toll free rider information calls will be routed and responded to by partner agencies for the ST Express regional routes that agency operates on behalf of Sound Transit. The toll free number shall be (888) 889-6368.

ST Express call routing

Sound Transit's main menu option for ST Express shall direct callers to the appropriate transit partner as follows:

Thank you for calling the ST Express customer service line.

- If you ride buses – or your trip starts in – Snohomish County – press 1.
- If you ride buses – or your trip starts in – King County – press 2.
- If you ride buses – or your trip starts in – Pierce County – press 3.
- Press 9 to return to the main menu.

6. Free Ride Tickets

Original date issued: 06/08/2001

Purpose

For both marketing promotions and customer service resolution, partner agencies may from time to time distribute Free Ride Tickets.

Free ride tickets are an important part of the effort to promote the benefits of travel using the seamless transit system. Partner transit agencies may distribute them to businesses for their Commute Challenges. Sound Transit will develop joint opportunities with partner transit agencies to increase awareness of local bus, ST Express bus, Sounder commuter rail and Central Link light rail services.

Free Ride Tickets are also an important part of settling complaints, appeasing disgruntled customers and assisting customers who may have been inconvenienced due to a service interruption.

Types of Free Ride Tickets

There are three types of Sound Transit Free Ride Tickets. All tickets are void after December 31 of the calendar year in which they are issued, and they are valid only for the service mode specified on the ticket:

- ST Express free ride ticket is valid for one trip on regular ST Express with no zone or time restrictions.
- Central Link free ride ticket is valid for one round trip only on the date entered on the ticket.
- Sounder free ride ticket is valid for one round trip only on the date entered on the ticket.

Procedures for Annual Free Ride Ticket Distribution

1. By the end of the third quarter of each year, agencies will be asked to count the number of Sound Transit Free Ride Tickets they have on hand as part of an effort to estimate their usage rate for that year.
2. The Sound Transit Customer Service Manager will determine the number of ST Express, Central Link and Sounder free ride tickets that will be distributed to each of the partner agencies for marketing promotions and customer service functions throughout the following year.
3. Sound Transit will contact the Marketing Department of King County Metro to order the free ride tickets. Artwork will be provided by Sound Transit, and King County Metro will be responsible for producing the tickets. King County Metro will bill Sound Transit for the cost to produce the tickets.
4. Members of the Customer Service Transit Integration Group (TIG) will appoint one representative from each agency to be responsible for receiving the tickets. That list is updated on an as-needed basis. (See "Free Ride Tickets – Contacts to Receive Annual Ticket Allotment" in the Customer Service Contact list.)
5. Sound Transit's Customer Service designated representative will arrange for delivery of the tickets to each agency representative.
6. The person receiving the tickets will also be responsible for distributing them to the appropriate people in their agency and making subsequent requests for tickets should it be necessary.

5. If the initial annual allotment of Free Ride Tickets runs out, additional tickets may be distributed to the agencies upon request in accordance with the procedures listed below.

Procedures For Requesting Tickets After Initial Allotment

1. Once the initial allotment has been used, requests for additional free ride tickets, may be made using Sound Transit's Free Ride Tickets Request Form (Attached).
2. Because there is no guarantee a request will be granted, requestors should submit appropriate paperwork 8 to 10 days prior to the date needed. Requests submitted after 2:00 p.m. will be logged in as received the following day.
3. The ST Senior Customer Services Representative will be responsible for ensuring that the request form and supporting documentation are complete when submitted for review.
4. The tickets are fare media and will not be sent by mail. The ST Senior Customer Service Representative will arrange with the requestor ticket pick-up.

Appeal Process

Sound Transit reserves the right to refuse to issue Free Ride Tickets. Staff will review all requests, and Sound Transit's Customer Service Supervisor will notify the requestor if the agency is not able to fulfill the request.

1. If a request is denied and the requestor wants to appeal the decision, the requestor must contact the Sound Transit Customer Services Manager.
2. The Customer Service Manager will review the request and notify the requestor of the final decision.

Roles and Responsibilities

Sound Transit will be responsible for tracking the distribution of tickets.

Partner agencies will be responsible for tracking their allotment of tickets including reason for distribution of tickets

Partner agencies are required to destroy tickets received through the fare box.

Expiration

One week following the expiration date, Dec. 31, undistributed tickets should be counted and destroyed by the recipient agency. Undistributed tickets counts should be forwarded to Sound Transit's Senior Customer Service Representative via email.

REQUEST FORM

FREE RIDE TICKETS

Today's Date: _____

Date needed: _____

Your Name: _____ **Phone Number:** _____

Agency: _____ **Dept:** _____

Event & location (if applicable): _____

Type and Number of Free Ride Tickets Requested:

- ☐ **ST Express bus** # _____
- ☐ **Central Link light rail** # _____
- ☐ **Sounder commuter rail** # _____

Purpose/Use (please check all that apply):

- | | |
|--|---|
| ☐ Customer relations | ☐ Employer outreach |
| ☐ Marketing/Promotion | ☐ Outreach/transit training |
| ☐ Operations & service related | ☐ Ticket vending machines/refunds |
| ☐ ORCA | ☐ Emergencies/natural disasters |

Other (please specify): _____

- Forward this completed form to Sound Transit's Senior Customer Service Representative or Supervisor for authorization at: main@soundtransit.org .
- Allow a minimum of 8 - 10 workdays for authorization and processing.

Contact Sound Transit's Customer Service office a minimum of two (2) days prior to the date you need the tickets to arrange for picking them up. (Tickets cannot be sent through interoffice mail.)

7. Publication Review and Distribution Process

Original date issued: 06/27/2007

Sound Transit and the partner agencies produce rider information to post at facilities, on board vehicles and online. This procedure outlines the steps to produce accurate and timely information through the review, production and posting process. This process is applicable to production, review and distribution of service information, promotional material, changeable information at bus stops, coach posters and online rider information.

Production Schedule

For the production of the Ride the Wave Guide, it is imperative that Sound Transit receives the final bus schedules 12 weeks prior to service change. The Sound Transit Rider Information Coordinator will forward (via email) the delivery date to the designated personnel of the appropriate agency, in the Customer Service Contacts for ST Express Policies and Procedures under Production Schedule Contacts. Partner agencies should either confirm or arrange a mutually agreed upon alternate delivery date. Failure to receive the bus schedule in a timely manner compromises the ability to meet the production schedule for Sound Transit publications.

Review Process

Sound Transit and the partner agencies will review publications containing service information and/or references to their agency's service. Review will be conducted in a timely manner to meet identified production and posting timelines. The production timeline, identifying routine documents for Sound Transit service, will be provided to partner agencies annually with review deadlines included. The timeline is a working document that includes Ride the Wave Guide, service change brochure, rider alerts, holiday and promotional materials. The timeline also includes posting assignments clarifying who will post and/or distribute materials. Unanticipated rider information such as bus stop signs to identify closure due to an accident or construction will be handled by the partner agencies as needed, with the opportunity for Sound Transit review. Sound Transit must approve the final language of the alert.

Naming Convention

Naming convention will be followed when referring to Sound Transit or partner agency services. Rider information materials will be reviewed as identified in **REVIEW PROCESS** (above). Bus stop flags and map convention may be modified upon review, due to space constraints.

Agency	Service
Sound Transit	Sound Transit, ST logo, www.soundtransit.org
	ST Express regional bus, ST Express bus, ST Express, ST 586, bus icon
	Souder commuter rail, Souder train, Souder, commuter rail icon
	Central Link light rail, Central Link, Link, light rail icon
	Tacoma Link light rail, Tacoma Link, Link, light rail icon
Community Transit	Community Transit, CT logo, www.communitytransit.org
King County Metro	King County Metro Transit, King County Metro, Metro Transit, Metro, Metro logo, RapidRide, RapidRide A Line, A Line, Metro Online www.kingcounty.gov/metro
Pierce Transit	Pierce Transit, PT logo, BusPLUS, www.piercetransit.org

Signage convention for Sound Transit facilities is defined in the Sound Transit Signage and Design Manual.

Distribution

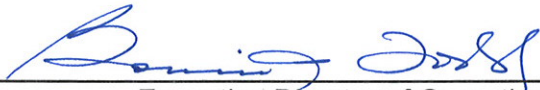
The partner agencies distribute Sound Transit's rider information materials at facilities, on board vehicles and at public outlets. Sound Transit will review the list of public outlets annually and update, if applicable, with each partner agency.



Fares

ST Express Policies and Procedures

Approved by TIG Steering Committee May 2014



Executive Director of Operations

6-12-14

Date

These ST Express Policies and Procedures are reviewed and updated by the *Fares* Transit Integration Group. There are two other documented ST Express Policies and Procedures: Operations and Customer Service.

Revision History

Background: ST Express Policies and Procedures were formerly 14 separate documents, which made tracking changes and making and approving updates to all 14 documents cumbersome. In January 2014 they were combined into three separate documents according to their ownership TIG subcommittee. The former policies and procedures became major section headings or chapters in the table of contents for Operations and Customer Service documents. Fares had just one policy and procedure and it became its own stand alone document. The matrix below shows the new document organization:

Old Format			New Format	
#	Name	Subcommittee	Name	Subcommittee
1	Customer Comment Process	Customer Service	Operations 1. Emergencies 2. General Operating 3. New Procedures/ Revisions/Review 4. Adverse Weather/Snow Plan 5. Sounder Service interruption	Operations
2	Emergencies	Operations		
3	Fares	Fares		
4	General Operating	Operations		
5	Interagency Correspondence	Customer Service		
6	Lost and Found	Customer Service	Customer Service 1. Customer Comment Processing 2. Interagency Correspondence 3. Lost and found 4. TTY or TDD Calls 5. 888 Rider Information 6. Free Ride Tickets 7. Publication Review and Distribution Process	Customer Service
7	TTY or TDD Calls	Customer Service		
8	Transfers OBSOLETE	Fares		
9	888 Rider Information	Customer Service		
10	Free Ride Tickets	Customer Service		
11	New Procedure/Revisions	Operations		
12	Publication Review and Distribution Process	Customer Service		
13	Adverse Weather/Snow Plan	Operations	Fares	Fares
14	Sounder Service Interruption Bus Plan	Operations		

Additionally all staff contact lists that had been embedded in the old policies and procedures were moved to a separate document – one for Operations and one for Customer Service (there were no contact lists for Fares). Contact lists can be updated on an added as needed basis along with the TIG rosters and do not need formal review or approval.

Version	Date Revised	Nature of Change
0	January 2014	See background above.
1	February 2014	Minor change adding school pass program to Youth Fares.

FARE STRUCTURE

ST Express fare structure is determined by two factors: 1) customer category and 2) whether a trip spans a single county or multiple counties.

There is no peak/off-peak or time-based fare criteria for ST Express fares.

Customer Category

Children:	age 0-5 (ride free with paying passenger)
Youth:	age 6 to 18, or as qualified through a school pass program
Adult:	age 19 to 64
Senior/Disabled:	age 65 or older, or qualifying condition*

*Age 65 or older, or qualifying condition. Rider must have a valid Regional Reduced Fare Permit to show eligibility for the Senior/Disabled Fare.

Single County or Multiple Counties

The Sound Transit service area covers three counties

- Snohomish County
- King County
- Pierce County

Fares are determined by travel within a county or across county lines. See Exhibit A for map illustrating county boundaries.

ST Express Bus Fares

The table below shows the required cash fare for single county and multi-county bus trips for each customer category:

Customer Category	One-county fare (within one county)	Multi-county fare (across county line[s])
Children	Free	Free
Youth	\$1.25	\$2.50
Adult	\$2.50	\$3.50
Senior/Disabled*	\$0.75	\$1.50

* Requires Regional Reduced Fare Permit.

FARE MEDIA

All ST Express buses accept cash, ORCA cards, customized ORCA ID cards and all Sound Transit issued fare media. Sound Transit accepts some partner agency tickets on routes operated by those partners.

Please refer to Attachments 1-3 for graphical representation of the fare media accepted by each partner agency.

Customized ORCA ID Cards

At present there are three kinds of customized ORCA ID cards: King County, the Ed Pass (for Edmonds Community College) and the Husky Card (for University of Washington). All three passes include a photo on the card, and the photo must match the person presenting the ID.

Regional Reduced Fare Permits (RRFP)

To receive a reduced fare, a person must have a Regional Reduced Fare Permit. RRFP cards can function as ORCA cards that allow for reduced fare payment when they have the ORCA logo on them and are loaded with either a pass or an e-purse. The RRFP can be non-ORCA cards and function as permits only, not valid fare, but will allow the holder to pay reduced cash fare.

Medicare cards no longer serve as permits for reduced fare.

Additionally a person with a RRFP may have one personal care attendant (PCA) ride for free with them. The reduced-fare passenger must have an RRFP with "PCA" on the card. A RRFP ORCA card with PCA on it is used for both the disabled person and the PCA. The PCA must get on and off with the reduced-fare passenger.

See Exhibit B for a full description of various RRFP permits and functionality.

Partner Agency Tickets

Sound Transit accepts some tickets issued by partner agencies on routes operated by those agencies. This includes juror tickets, but excludes special, non-retail tickets such as promotional tickets. Sound Transit accepts the following until further notice:

- **King County Metro Tickets.** Valid only on ST Express buses operated by King County Metro and on those services Pierce Transit operates in King County that were formally operated by KCM. see Attachment 2
- **Community Transit Tickets.** Valid only on ST Express buses operated by Community Transit. see Attachment 3

Non-valid Partner agency tickets

KCM Vanpool Passes, KCM's Family Plan, and other non-ST agency-specific fare payment are no longer valid toward payment of fare on Sound Transit service.

Partner Agency tickets have no value on Sounder commuter rail or on Central Link light rail.

Free Ride Tickets and Complimentary Day Passes

Sound Transit has:

- One way ST Express tickets
- Complimentary Day Passes for Sounder, Link or ST Express (single mode only). See Attachment 1-3
- All ST Service Day Pass (inclusive of Link, Sounder, and ST Express)

Sound Transit produces free ride/complimentary tickets and passes and distributes them to customers and partner agencies. Agency staff will track and distribute the free ride tickets to appropriate staff and customers. For more information on how Free Ride Tickets are handled, see Customer Service ST Express Policies and Procedures, Section 6.

Free Ride Tickets are distributed for the following agency purposes:

- Transit promotional and marketing campaigns
- Educational outreach and transit training activities
- Demonstration of transit services and facility tours hosted by Sound Transit or local transit agencies
- Customer complaint resolution

Sound Transit Bulk Pass Sales Program

Sound Transit Day Passes are presently sold in bulk to anyone who purchases 20 passes or more. Passes sold include ST Express day pass and All Sound Transit Service Pass. They can be dated, or sold to the customer who fills in date before distribution.

Law Enforcement Officers

All law enforcement/peace officers ride free in uniform, with badge and/or identification. (Includes Washington general authority or federal law enforcement agencies).

Animals On Board

Service animals are allowed on Sound Transit buses and trains. Pets may ride if they are carried in small containers. Both service animal and pets ride free. For more information about animals on board Sound Transit services, see Operations ST Express Policies and Procedures, Section 2.

Ticket Vending Machines (TVM's)

Ticket vending machines currently issue single-trip and round-trip tickets for Sounder commuter rail and Link light rail only. These tickets are not valid on ST Express bus service.

Transfers

Sound Transit no longer issues or accepts paper transfers.

Customers using an ORCA card have a two hour transfer window. This means full credit for any fare paid will be applied toward any other fare payment for two hours. Customers without an ORCA card or other pre-paid fare media must pay for each trip with cash, at the farebox.

Exhibit A
County Boundaries

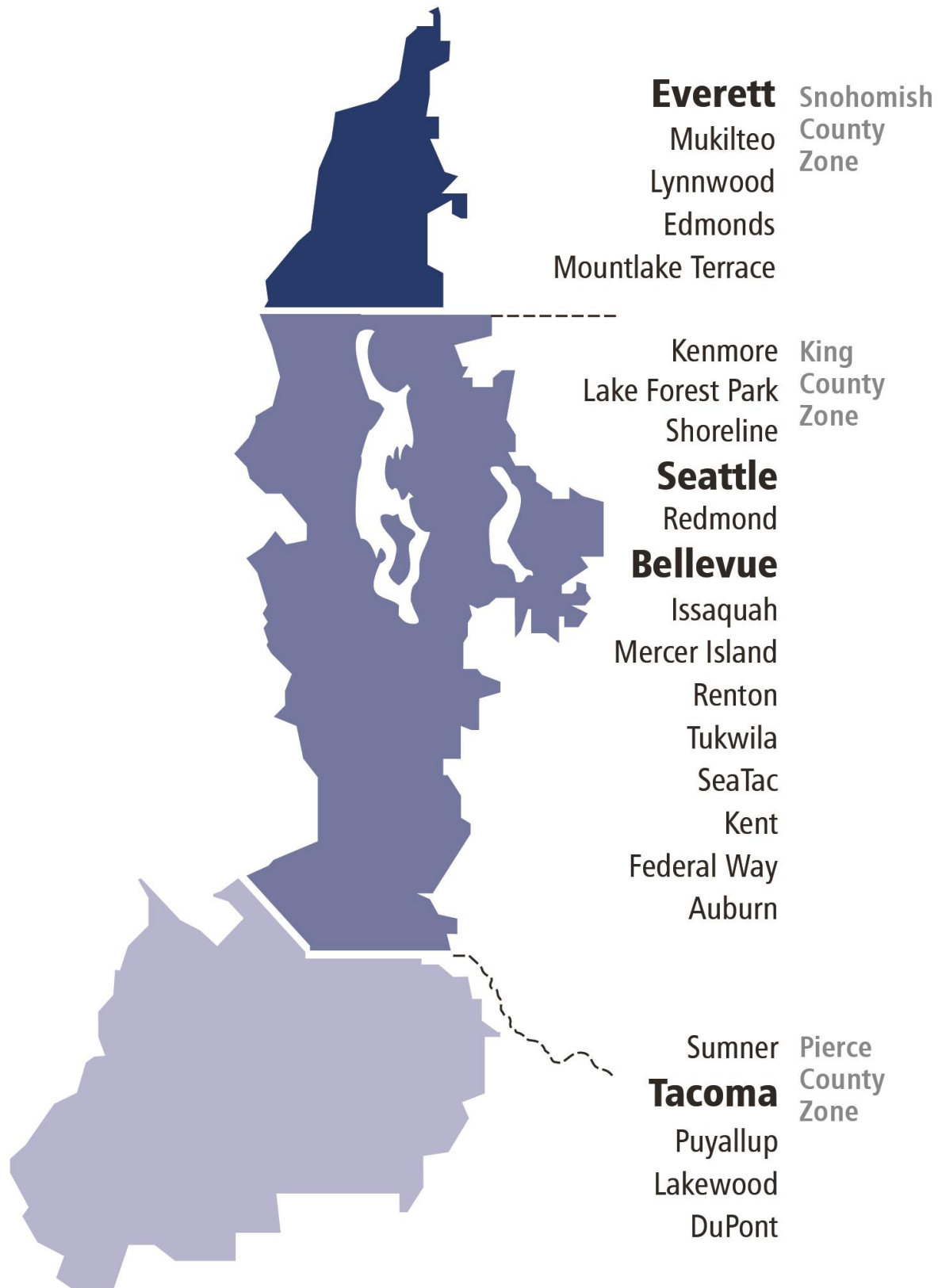


Exhibit B

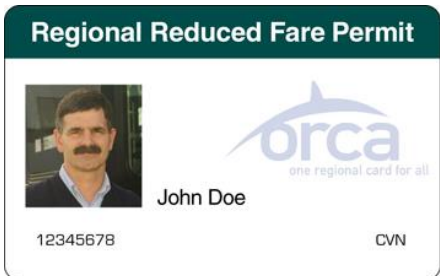
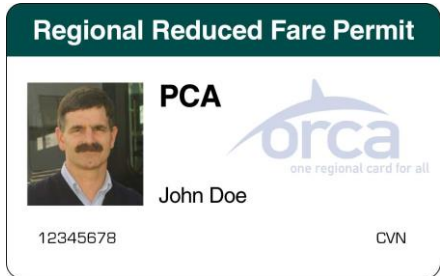
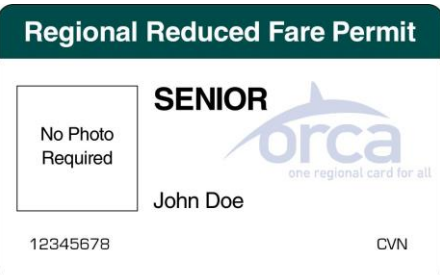
Regional Reduced Fare Permits (RRFP)

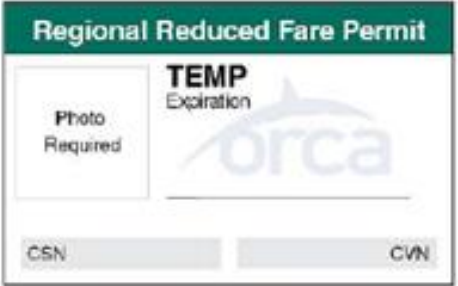
ORCA cards: Senior, Disabled, Temporary and Personal Care Assistant

RRFP cards function as ORCA cards and permits allowing for reduced cash fare payment (minimum of 50% discount.)

Forms and criteria for eligibility can be obtained at:

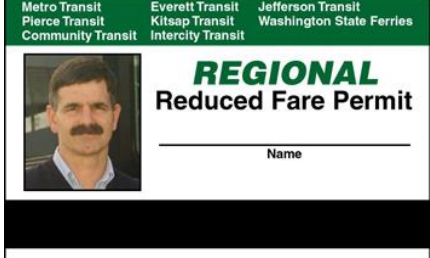
<http://www.soundtransit.org/Fares-and-Passes/Types-of-fares/Regional-Reduced-Fare-Permit>

	RRFP ORCA Card - Disabled Riders under 65, (Plastic with RFID chip) If used as an ORCA card can be loaded with: • pass or • e-purse To obtain this card the rider must visit a customer service center to verify eligibility.
	RRFP ORCA Card - Personal Care Attendant (w/PCA text) One card with "PCA" on card is used for the both disabled person and their personal care attendant: • The disabled rider must have a pass or e-purse value on card, or ticket The personal care attendant (PCA) can ride for free with fare-paying card holder. The PCA must get on and off with the reduced-fare passenger. To obtain this card the rider must visit a customer service center to verify eligibility.
	Senior RRFP Available to those 65+ riders. Can be loaded with: • pass or • e-purse Senior RRFPs can be obtained either in person or by mail. Pictures are not required for the Senior RRFP.

	Temporary RRF For these temporarily disabled. Note expiration date. Can be loaded with: • pass or • e-purse To obtain this card the rider must visit a customer service center to verify eligibility.
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Non-ORCA RRF Cards

Senior or Disabled permit, and Legacy/Older RRF Permits

	Senior or Disabled – permit only These will be a valid “permit” for 65+ or disabled riders, entitling the permit holder to a minimum of 50% fare discount. Permit only. Not valid as fare.
	Older Non-ORCA Sr or Disabled permit These will be valid “permit” for 65+ or disabled riders, entitling the permit holder to a minimum of 50% fare discount. Permit only. All passes have expired. Not valid as fare.

Additional media accepted by PT, CT, KCM operated ST Express, see Attachments 1- 3

Pierce Transit operated ST Express buses - Following fare media accepted on ST Express buses operated by Pierce Transit. All law enforcement/peace officers ride free in uniform or with badge or ID. (Includes Washington general authority or federal law enforcement agency). Medicare cards no longer accepted as proof for reduced fare payment.

Pierce Transit operated ST routes: 560, 566/567, 574, 577/578, 586, 590, 592, 593/594, and 595/596

Acceptable fare media:



Cash
Insert at farebox



ORCA
Tap at card reader



***EdPass/ ORCA card**
See notes - Tap at card reader



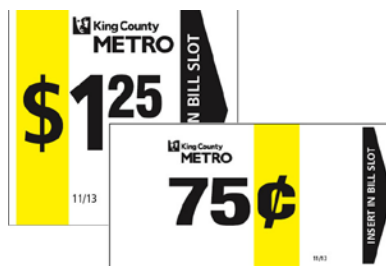
KCM Juror Tkt (farebox)
(Rt 560,566/567, 577/578 only)



KCM COMBO ID & ORCA Cards
Tap at card reader



back



KCM Tkt
(Rt 560, 566/567, 577/578 only)
Insert at farebox



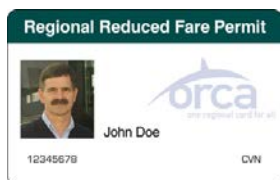
ST All Service Pass
Paper flash pass



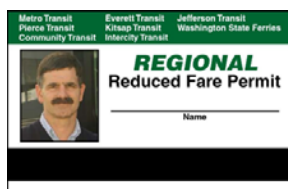
ST Express Bus One Way Tkt
Insert at farebox



ST Express Day Pass
Paper Flash pass



RRFP permit & ORCA card
Disabled, Sr, PCA, Temp
Tap card or show as permit
No Photo Req'd for 65+, Srs



Non-ORCA RRFP
Permit- Not valid fare
Show as permit



Older RRFP Permit
All pass stickers expired
Not valid fare
Show as permit

Not accepted: Transfers from any agency, or tickets from ET or CT

Revised 1/2014 update janine sawyer

- An Access pass is available only on an ORCA card.
- *The [EdPass/ORCA](#) functions as an ORCA card, although it is loaded with a CT passport good only on CT buses and DART paratransit. E-purse value or a separate monthly pass can be added on the card so it can be used on other transit agency services.
- UW media is listed on a separate sheet.

Ride Free Area ended as of September 29, 2012 and riders will need to pay as they enter the bus.

Starting in 2014 the ST/KCM Human Services combo ticket will no longer be issued. It will be replaced by a Human Services Link only day-pass.

King County Metro operated ST Express buses - Following are fare media accepted on ST Express buses operated by King County Metro. All law enforcement/peace officers ride free in uniform or with badge or ID. (Includes Washington general authority or federal law enforcement agency). As of 6/11, Medicare cards no longer accepted as proof for reduced fare payment.

King County Metro operated ST Express routes: 522, 540, 542, 545, 550, 554, 555, 556

Acceptable fare media:



Cash

Insert at farebox



KCM Ride Free Ticket

Insert at farebox (yellow=foil)



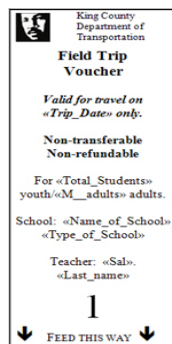
KCM ID & ORCA Cards

Tap at card reader



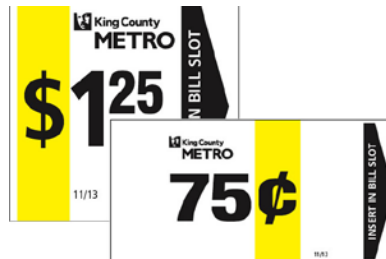
King County Juror Ticket(s)

Insert at farebox



Group Field Trip

Insert at farebox



KCM Tickets

Insert at farebox (yellow=foil)



ST Express Day Pass

Paper Flash pass



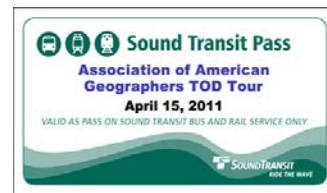
EdPass for Edmonds CC

Same as ORCA Card: Tap at card reader



ST Express Free Ride Tkt

Insert at farebox



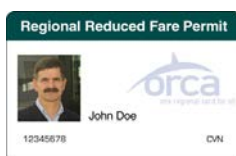
ST All Service Pass

Paper Flash pass



ORCA CardRRFP & ORCA Card

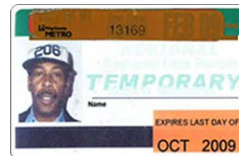
Tap at card reader



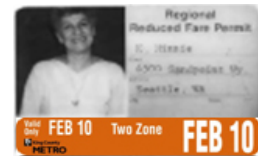
Disabled, Sr, PCA, Temp
Tap card or show as permit
No Photo Req'd for 65+, Srs.



***Non-ORCA RRFP Permit- Not valid fare**



***Non-ORCA Temp RRFP Sticker= expiration date**



***Legacy RRFP Permit All pass stickers expired**

*Above cards are not valid fare – Show as permit only

Please note:

- The [EdPass/ORCA](#) functions as an ORCA card, although it is loaded with a CT passport good only on CT buses and DART paratransit. E-purse value or a separate monthly pass can be added on the card so it can be used on other transit agency services.
- UW media is listed on a separate sheet.

Ride Free Area ended as of September 29, 2012 and riders will need to pay as they enter the bus.

Starting in 2014 the ST/KCM Human Services combo ticket will no longer be issued. It will be replaced by a Human Services Link only day-pass.

Community Transit operated ST Express buses - Following are fare media accepted on ST Express buses operated by Community Transit. All law enforcement/peace officers ride free in uniform or with badge or ID. (Includes Washington general authority or federal law enforcement agency). Medicare cards no longer accepted as proof for reduced fare payment. As of 9/29/12, the Ride Free Area will end.

Community Transit operated routes: 510, 511, 512, 513, 532, 535.

Acceptable fare media:



Cash
Insert at farebox



ORCA
Tap at card reader



ST All Service Pass
Paper Flash Pass



ST Express Day Pass
Paper Flash Pass



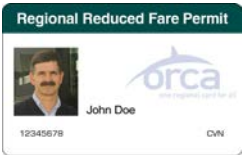
CT TKTS (multi-color)
Insert at farebox



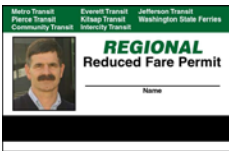
CT Human Services TKT
Insert at farebox



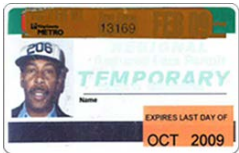
ST Express Free Ride Tkt
Insert at farebox



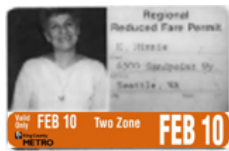
RRFP & ORCA Card
Disabled, Senior Temp or PCA
Tap card or show as permit
No Photo Req'd for 65+, Srs.



***Non-ORCA RRFP**
Permit- Not valid fare



***Legacy Non-ORCA RRFP**
Sticker= expiration date



***Legacy Non-ORCA RRFP**
All pass stickers expired

**Above cards are not valid fare - permit only*



KCM ID & ORCA Cards
Paper Flash pass

Not accepted: Transfers from any agency, or Tickets from ET or PT

Revised 1/2014 janine sawyer

- An Access pass is now available only on an ORCA card.
- The EdPass/ORCA* functions as an ORCA card, although it is loaded with a CT passport good only on CT buses and DART paratransit. E-purse value or a separate monthly pass can be added on the card so it can be used on other transit agency services.
- UW media is listed on a separate sheet.

Ride Free Area ended as of September 29, 2012 and riders will need to pay as they enter the bus.

Starting in 2014 the ST/KCM Human Services combo ticket will no longer be issued. It will be replaced by a Human Services Link only day-pass.

Multi-Agency Signage Responsibilities: Service Change Related Schedules and Signage

(Revised for March 2021. May change with each service change.)

Changeable Information

- Pierce Transit installs and maintains (at each service change, and as needed) changeable **bus** information, and Sound Transit-produced “welcome” posters and system maps in ST information Display Cabinets in Pierce County in accordance with ST signage design standards. See location-specific details in chart below.
- Sound Transit provides, at each service change and as needed, ready to install changeable information for ST information Display Cabinets to include area maps, system maps, where applicable, in accordance with ST signage design standards.
- Sound Transit produces and installs its Direct Mount, adhesive information displays, regardless of content (maps, schedules, etc.) on its Direct Mount Panels.
- Sound Transit produces and installs Tacoma Link and Sounder signage.
- KCM installs and maintains over 4,000 schedules that are refreshed two times a year (March & September), including schedules for Sound Transit, Community Transit and Pierce Transit.

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
NOTE: ST Route 541*		541		KCM	KCM	KCM	KCM	KCM	KCM	Rt 541 returned to KCM operations: however, it is deferred/discontinued currently due to COVID-19.
Auburn P&R		566		KCM schedules, KCM large posters	KCM	KCM	KCM			KCM creates, designs & prints schedules of 566 service. Dims: 2.5" x 21". 566 will be using Bay 2 NB only

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Auburn Sounder Station	497	566, 578		KCM/PT	KCM	ST	ST	KCM	KCM	KCM creates, designs & prints schedules for 566 service. Dims: 8.5" x 21". KCM creates & posts large posters. Dims: 17"x44." PT to produce 2.5" x 21" schedule for Rt 578 SB at Bay 4, and one for 497 , KCM installs schedules. The 2.5" x 21" PT-ST schedules are attached with KCM schedules in a mid size holder. 566 will be using Bay 2 NB only
Bellevue Transit Center		566		KCM	KCM	ST	ST	KCM	KCM	KCM creates, designs & prints schedule for 566 service. Dims: 2.5" x 21" and 17" x 44". KCM posts. 566 will be using Bay 2 NB only
Bonney Lake P&R		596		PT	PT	ST	ST	ST	PT	Per ST/PT Task Order 25: PT creates, designs, prints & posts ST schedules. ST provides area map and welcome posters. Dims: 17" x 44.5"
Burien Transit Center		560		KCM	KCM	KCM	KCM	KCM	KCM	KCM creates, designs, prints & posts schedules for 560 service. Dims: 8.5" x 21", 2.5" x 21" and 5.5" x 35".
Commerce & 10th	2, 11, 16, 41, 42, 45, 48, 57, 63, 102,* 400, 500, 501	590, 594		PT	PT	PT	PT	N/A	PT	PT creates, designs, prints & posts PT & ST schedules. Dims: 17" x 44" Locations: Zones A, B C, D, F, G (Rt 102 signs will continue to have a « discontinued » message for March 2021 service change.)

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
DuPont Station & P&R		592		PT	PT	ST	ST	ST	PT	PT creates, designs, prints & posts ST schedules. ST provides area & welcome posters. Dims: 17" x 44"
Federal Way TC	402, 500, 501	574, 577, 578, 586		PT/ KCM	PT/ KCM	KCM	KCM	KCM	KCM	PT creates, prints & posts PT mid-sized schedule that includes PT 402, 500, 501 & ST 574, 577, & 578. Dims: 8.5" x 21". KCM prints and posts mid size & large format schedule posters for various KCM routes. Dims: 17" x 44"
International Blvd & S 188 th St		574		PT/ KCM	KCM	KCM	KCM			PT creates, designs & prints ST schedules along this corridor, except for Rt 560. Various sizes. KCM posts. Dims: 2.5" x 21" (print 2 extras for each location)
Kennydale Frwy Stations		560		KCM	KCM	KCM	KCM			KCM creates, designs, & prints schedules for 560 service. Dims: 2.5" x 21"
Kent Des Moines SB Fwy Station & Kent Des Moines P&R outside stop		574		PT	KCM	KCM	KCM			PT creates, designs & prints ST schedules along this corridor. KCM posts. There are 2 stations at Kent 's P&Rs: schedule size is KCM's B1 sign: 5.5 x 35". At the SB station the schedule size is 8.5" x 21". (print 2 extras for each location / sign size)
Kent Sounder Station		566, 567*		KCM	KCM	ST	ST	KCM	KCM	KCM creates, designs & prints schedule for 566 & 567 service. Dims: 8.5" x 21" & 17"x 44". KCM posts. KCM mid size

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
										holders at each bay: 8.5" x 21" 566 will be using Bay 2 NB only
Kimball P&R	100, 102*	595		PT	PT	PT	PT			PT creates, designs, prints & posts schedules that include ST service. Dims" 17" x 44". (White? bus stop flags only here) (Rt 102 signs will continue to have a « discontinued » message for March 2021 service change.)
Lakewood Sounder Station	JBLM Connector	580, 592, 594	612*, 620*	PT	PT	ST	PT/ST	ST	PT	PT creates, designs, prints & posts PT, IT & ST schedules. ST provides additional area map & welcome posters. Dims: 17" x 44". On Street midi schedules are posted at Bay 6/bus stop #2079, for southbound IT Rts 612 & 620 (Oly Express); and Bay 5 inside the station is used by IT for northbound 612 & 620 trips. For now, PT to prepare and post notices about IT service temporarily discontinued (will look for large ride guide spot near Bay 5). (IT sends schedule updates to PT).
Lakewood TC	2, 3, 4, 48, 202, 206, 212, 214, JBLM Connector	574		PT	PT	PT	PT			PT creates, designs, prints & posts schedules that include ST service. Dims: 17" x 44" (White?bus stop flags only here)

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Newport Hills P&R & Freeway Station		560		KCM	KCM	KCM	KCM			KCM creates, designs, & prints schedules for 560 service. Dims: 2.5"x 21".
Overlake TC & NE 40 th Freeway Stations		566, 567*		KCM	KCM	ST	ST	KCM	KCM	KCM creates, designs & prints schedule for 566 & 567 service. Dims: 8.5" x 21" schedules are posted in mid size holder. KCM creates & posts large format posters (17"x44"). 566 will be using Bay 2 NB only
Pacific Ave stops between 9 th & 24 th in Downtown Tacoma	1, 3, 13, 41, 42, 48, 53, 63, 102,* 400, 500, 501	590, 594		PT/IT	PT	PT	PT			PT creates, designs, prints & posts PT, & ST schedules along this corridor. Dims: 17" x 33" (Rt 102 signs will continue to have a « discontinued » message for March 2021 service change.)
Purdy P&R	100, 102*	595		PT	PT	PT	PT			PT creates, designs, prints & posts schedules that include PT & ST service. Dims" 8.5" x 14" (Rt 102 signs will continue to have a « discontinued » message for March 2021 service change.)
Puyallup Sounder Station	400, 402, 409, 425	578, 580		PT	PT	ST	ST	ST	PT	PT creates, designs, prints & posts PT & ST bus schedules . ST provides additional area map & welcome posters. Dims: 17" x 44"

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
Renton Transit Center and Park Ave in Renton		566		KCM	KCM	KCM	KCM	KCM	KCM	KCM creates, designs & prints schedule for 566 service. Dims: 8.5" x 21" and 5.5" x 35". KCM posts. 566 will be using Bay 2 NB only
Sea-Tac Link Station on Hwy 99		574		PT	KCM	KCM	KCM			KCM does install signage here, across from the elevator, on the street level. PT creates, designs & prints mid-size layout. Dims: 8.5" x 21". KCM posts. (print 2 extras for each direction)
Sea-Tac Airport		560, 574		KCM	KCM	KCM	KCM			KCM designs, prints and installs at the large info sign inside the airport Dims: 5.5" x 35"
Seattle 4th Ave Bus Stops Northbound		577, 578, 590, 592, 594, 595		KCM	KCM	KCM	KCM			KCM produces and installs 5.5" x 35" schedules
Seattle 2nd Ave Bus Stops & Southbound SODO Busway		590, 592, 594, 595		PT/KCM	KCM	KCM				PT creates, designs, prepares pdf files of ST service for 2nd Ave kiosks. Dims: 5.5" x 35". PT prints ST schedule for Bus Way stops. KCM posts Dims: 2.5" x 21" and 5.5" x 35" (print 2 extras for each sign size)
South Hill P&R	400	580		PT	PT	ST	ST	ST	PT	PT creates, designs, prints & posts schedules. ST provides area map & welcome posters. Dims: 17" x 44"

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
South Tacoma Sounder Station				ST	ST	ST	ST	ST	N/A	
Star Lake Fwy Stations		574		PT	KCM	KCM	KCM			PT creates, designs & prints ST schedules along this corridor. KCM posts. Dims: 5.5" x 35" (print 2 extras for each direction)
Sumner Sounder Station		578, 596		PT	PT	ST	PT	ST	PT	PT creates, designs, prints & posts ST bus schedules. ST provides additional area map & welcome posters. Dims: 17" x 44"
Tacoma Dome Station	13, 41, 102,* 400, 500, 501	574, 586, 590, 594, 595	612*	PT/IT	PT	ST	ST	ST	PT	PT creates, designs, prints & posts schedules that include PT, IT & ST service. All are Large Ride Guides except for southbound Rt 574, which requires a midi (legal size 8.5"x14") for Zone H. ST provides additional area map & welcome posters. IT provides Rt 612 (Olympia Express) schedule & map files. For now, PT to prepare and post notices about IT service temporarily discontinued Various sizes. (Rt 102 signs will continue to have a « discontinued » message for March 2021 service change.)
Tacoma Mall Transit Center	3, 41, 52, 53, 54, 55, 57		620*	PT/IT	PT	PT	PT			IT provides Rt 620 (Olympia Express) schedules & map files. PT creates, designs, prints &

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
										posts schedules that include PT & IT service. For now, PT to prepare and post notices about IT service temporarily discontinued
TCC Transit Center	1, 2, 10, 16, 28, 52, 53, 100	595		PT	PT	PT	PT			PT creates, designs, prints & posts schedules that include PT & ST service. Dims: 17" x 44"
UW Seattle Stops		586		KCM	KCM	KCM	KCM			KCM creates, designs & prints ST schedules for 586 corridor in UW district and posts Dims: 5.5" x 35"
512 P&R	3, 4	574, 580, 592, 594	612*, 620*	PT/IT	PT	PT	PT			IT provides Rts 612 & 620 (Olympia Express) schedule & map files. PT creates, designs, prints & posts schedules that include PT, IT & ST service. For now, PT to prepare and post notices about IT service temporarily discontinued Dims: 17" x 44"
*COVID-19 NOTE: PT, ST, and IT Routes marked with * are currently deferred/discontinued due to effects of the pandemic. (Intercity Transit has been providing demand response service between Olympia/Lacey and the 512 Park n' Ride lot. Coming in March 2021 or possibly sooner, some partial fixed route service that would terminate at 512 might be implemented. No more service to TDS – at least in the likely near term).										
CONTACTS:										
Sound Transit (ST)	Ronald ("Ron") Pontevedra		ronald.pontevedra@soundtransit.org 206- 903-7166							<i>Signage Maintenance Specialist – Passenger Experience Department</i>

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
										<i>First Contact for Service Changes & Operations Passenger Experience signage concern</i>
Sound Transit (ST)	Candace Toth		candace.toth@soundtransit.org 206.903.7513							<i>Manager - Passenger Experience Department (New Department) Candace Manages the Operation & Capital Signage To be included in the loop, cc</i>
King County Metro (KCM)	Chester Chastek		Chester.chastek@kingcounty.gov 206-477-6090							Oversees KCM Schedule Holder Program including single, midsize and RapidRide stops schedule information, holiday, fares, Ride Right, Night Stop and Customer Service phone numbers and Web site address.
King County Metro (KCM)	Charles Belcher		Charles.Belcher@kingcounty.gov 206-263-3201							Oversees KCM Information Sign Program, inside stop at SeaTac Airport, downtown Seattle bus stops and bus stop panel signage. Coordinates w/ ST/PT/CT on producing and installing ST schedules for ST facilities in King Co.
King County Metro (KCM)	Dave Korthals		david.korthals@kingcounty.gov 206-477-5776							KCM Southeast District Facility Planner. Oversees information on bus stop flags, locations of bus stops and facility issues in Renton, Kent, Auburn, Algona/Pacific.
King County Metro(KCM)	Drew Robinson		Drew.Robinson@kingcounty.gov 206.477.5866							KCM Southwest District Facility Planner. Oversees information on bus stop flags, locations of

Location	PT Routes	ST Routes	IT Routes	Design and Produce Rideguides	Install Rideguides	Order Bus Stop Signs	Install Bus Stop Signs	Install direct mount adhesive signs	Install non-adhesive display case signs	Notes
										bus stops and facility issues in NE Tacoma and Federal Way (areas west of I-5).
Intercity Transit (IT)	Steve Swan		sswan@intercitytransit.com 360-705-5834							Planning – service, schedules and stop locations
Pierce Transit (PT)	Peter Rebik		prebik@piercettransit.org 253-984-8203 253-307-0194 (cell)							
Pierce Transit (PT)	Tina Vaslet		tvasset@piercettransit.org 253-983-2706 253-255-8521 (cell)							
Pierce Transit (PT)	Kathy Walton		kwatson@piercettransit.org 253-377-5857 (cell)							
Pierce Transit (PT)	Tammara Good (ST Liaison)		tgood@piercettransit.org 253-983-3445 253-389-1230 (cell)							

Note: When ST has large ride guide posters ready, Ron Pontevedra lets Tammara Good know. Tammara then arranges for the Seattle Supervisor to pick up and deliver to Peter Rebik in PT Marketing. Peter arranges postings with PT Facilities department.

KCM Schedule sign dims:

Single 2.5" x 21"

Mid 8.5" x 21"

Information Sign Schedules: 5.5" x 35"

H Sign 17"x 44"

Exhibit L: Good Neighbor Policy

Good Neighbor Policy

Background

This paper describes an approach to funding the ongoing costs of facilities. Ongoing facility costs have been defined as:

- ❑ Daily, routine operating and maintenance costs (trash, cleaning shelters);
- ❑ Mid-life costs (e.g. pavement sealing, roof coating), and;
- ❑ Major asset replacement (rebuilding transit center at end of useful life).

The policy was finalized for acceptance by the Transit Integration Group on September 21, 2000.

Guiding Principles

Guiding principles have included developing an approach that is:

- ❑ Fair,
- ❑ Consistent with Sound Move's assumption that SM funding is meant to be additive and not a mechanism for spreading existing costs,
- ❑ Simple and does not require significant staff time to track and monitor resulting agreements.

Park-and-Rides, Hubs, Transit Centers

Since ST will be using facilities owned and maintained by others, and vice versa, the proposal is to extend the "good neighbor" policy that is currently in effect among the region's transit agencies. Simply stated, each agency covers the facilities costs (daily O&M, mid-life costs, asset replacement) of its facilities even though others may use the facilities.

Souder and Link Stations

Both bus and rail agencies will use these stations. ST will fund most construction costs of bus facilities associated with rail stations. If others request driver comfort stations funding will be provided by the requesting agency. If public restrooms are requested at an ST facility, ST Board policy calls for all agencies and/or jurisdictions using the facility to share both construction costs and ongoing O&M costs. Souder and Link will pay the facilities cost (daily O&M, mid-life costs, and major asset replacement) of the rail facilities we own. ST and the transit agencies will negotiate cost sharing arrangements at these facilities when necessary and appropriate.

Major multi-modal Stations (Tacoma Dome and Everett)

These facilities will be used by multiple agencies. ST assumes that all agencies using these facilities will agree to share in the proportional costs (daily O&M, mid-life costs, and major asset replacement) of the transit portion of these facilities.

Replacement/Expansion Facilities

If Sound Transit funds the replacement or expansion of an existing transit agency facility, ST assumes that it will contribute capital costs and the transit agency will cover ongoing facility costs at the previous level. ST will cover additional ongoing facility costs above

those currently being paid. The appropriate parties will develop a capital investment plan outlining opportunities for reinvestment of surplus property. In cases of replacement, the transit agency will consult with ST when developing its plan for reinvestment of surplus property.

Bus maintenance facilities/Operating Bases

As ST Regional Express buses will be using these facilities, daily O&M costs will be included in the cost per hour in the service agreement. Some of the mid-life costs and asset replacement will be shared proportionately. ST will be treating this as a capital expense and will fund this from Regional Bus maintenance facility funds.

Exhibit M1: Insurance and Risk Management Program

Pierce Transit shall obtain, maintain or self-insure during the entire term of this Agreement the insurance coverage set forth below. By requiring such insurance, Sound Transit shall not be deemed or construed to have assessed the risks that may be applicable to Pierce Transit under this Agreement. Pierce Transit shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The fact that insurance is obtained by Pierce Transit shall not be deemed to release or diminish the liability of Pierce Transit to Sound Transit.

Pierce Transit will obtain the following insurance coverage:

General Liability

Pierce Transit shall maintain general liability coverage for bodily injury including death, personal injury and property damage coverage with a limit of at least \$2,000,000 per occurrence, and automobile liability coverage for bodily injury and property damage with a limit of at least \$1,000,000 combined single limit.

Physical Damage Coverage

Pierce Transit shall self-insure or obtain and maintain insurance for all risk physical damage coverage on the buses in their care, custody and control. Such coverage shall include, but not be limited to, collision, theft, and comprehensive coverage with limits capable of providing fair market replacement value of all vehicles.

Workers' Compensation and Employers' Liability

Pierce Transit shall certify that its operations are in compliance with the Industrial Insurance laws of the state of Washington.

Evidence of Coverage

Sound Transit understands, acknowledges and agrees that Pierce Transit is a member of the Washington State Transit Insurance Pool (WSTIP) under the terms of an Interlocal Agreement (ILA), and that WSTIP provides all elements of general liability and property damage coverage required above, and that the endorsements and coverage forms therein are accepted by Sound Transit.

Sound Transit further understands and acknowledges that Pierce Transit, as a full member of WSTIP, is the primary insured and named loss payee on all coverage provided under the membership ILA, any commercial policies obtained in excess of the WSTIP self-insured retention (SIR) are written by insurers with a minimum current Best Insurance Guide rating of B and class VII or better and authorized to do business in Washington State, and that the endorsements and coverage forms therein are accepted by Sound Transit.

The WSTIP membership Interlocal Agreement and coverage documents for general liability and property damage are included in Exhibits M2 and M3 respectively. Pierce Transit agrees to provide Sound Transit with at least 30 days prior written notice of any material change in Pierce Transit's insurance and risk management program.

Funding

Sound Transit will pay its portion of Pierce Transit's annual membership contribution to WSTIP,

based upon Regional Express Route exposure miles for general liability and Sound Transit vehicle asset values for property damage coverage, as defined and determined by WSTIP and adjusted on an annual basis. Any recoveries received by Pierce Transit from WSTIP or liable third parties for the repair or replacement of a damaged Sound Transit vehicle shall be reconciled against the cost of repairs or replacement and the balance reported and paid or invoiced to Sound Transit consistent with the financial terms of this Agreement.

Joint Review Process

Because this insurance coverage is provided through WSTIP, a joint review process for tendered general liability claims and property damage claims will not be required. However, Pierce Transit will provide, through WSTIP, updated claims information to Sound Transit through the monthly loss run reports provided by WSTIP.

In the event a Sound Transit vehicle is so damaged that WSTIP determines it cannot be repaired for an amount less than or equal to the vehicle's fair market replacement value (FMRV), WSTIP may determine the vehicle to be a total loss and decline to pay for repairs. In such cases, WSTIP will provide written notice to Sound Transit within three (3) business days of the total loss determination, including an independent assessment of the vehicle's FMRV, a detailed estimate of the cost of repairing the vehicle to a condition consistent with Section 8 of this agreement, and an offer of total loss payment net of any deductible or salvage. Sound Transit may then, at its discretion:

- Authorize Pierce Transit to repair the vehicle and take receipt of WSTIP proceeds, closing the property damage claim as a total loss net of any deductible or salvage; or
- Fully release Pierce Transit of its care, custody and control obligation for the vehicle under the terms of this agreement, retrieve the vehicle and take receipt of WSTIP proceeds net of any deductible or salvage.

Sound Transit will notify Pierce Transit of its decision to repair or retrieve the vehicle within five (5) business days of receiving the total loss notice from WSTIP. If Sound Transit decides to retrieve and replace the vehicle, such replacement including towing and salvage shall be procured by Sound Transit at Sound Transit's expense.

Required Reports

Copies of the following documents shall be provided annually:

- Pierce Transit's annual Risk Profile from WSTIP, due August 15th
- WSTIP's annual Financial Report to Members, due August 15th

Loss Prevention Initiatives

Sound Transit acknowledges and agrees that the cost of insuring and indemnifying Regional Express Route services can be reduced through collaborative efforts to reduce the cost and frequency of vehicle accidents. Sound Transit therefore agrees to reimburse Pierce Transit for the cost of any loss prevention initiative specifically designed to reduce vehicle accidents on Sound Transit Express Routes, subject to prior review and approval. Such initiatives may include but are not limited to:

- Operator route training for high risk/exposure areas not within Pierce Transit's PTBA;
- Safety awards/employee recognition related to Sound Transit-specific service; or
- Infrastructure improvements that enhance safe boarding and de-boarding of Sound Transit vehicles, to the extent of Sound Transit's proportionate benefit.



WASHINGTON STATE TRANSIT INSURANCE POOL | RISK MANAGEMENT IN MOTION
2629 12th Court SW | Olympia, WA 98502 | 360-788-1820 | www.wstip.org

RAF: 3/10/14

**Washington State Transit Insurance Pool
2014 Interlocal Agreement**

Whereas, RCW 48.62 empowers local government entities to join together to form a joint self-insurance program; and

Whereas, the transit systems identified in Section 1 have previously joined together through an interlocal agreement to form the Washington State Transit Insurance Pool (Pool); and

Whereas, the transit systems desire to continue the Pool but to revise and clarify certain provisions through the adoption of this new interlocal agreement;

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

Section 1. Members. The local governmental entities set forth in the attached Membership Appendix are parties to this interlocal agreement and are **Members** of the Pool. The Pool's executive director shall update the appendix as necessary to reflect additions or deletions to membership.

Section 2. Definitions. The following terms are defined as follows:

- a. **Board**—the Board of Directors of the Pool.
- b. **Member**—a Washington public transit entity that has joined the Pool through the subscription of this interlocal agreement.
- c. **Pool**—the Washington State Transit Insurance Pool.

Throughout this agreement defined terms are in bold.

Section 3. Powers. The Pool is empowered to:

- a. Do all things necessary and proper for the establishment of self-insurance programs for property and liability risks.
- b. Investigate the establishment of self-insurance programs for risks in addition to those identified in subsection 3a. Following such investigation the Pool may establish such additional self-insurance programs so long as the requirements of section 12 are met.
- c. Establish a self-insurance program for **Members** through joint funding.
- d. Purchase insurance, excess insurance, and reinsurance.
- e. Provide for risk management, loss control, and other services.
- f. Provide legal counsel for the defense of claims and other legal services.
- g. Consult with the state insurance commissioner and the state risk manager.
- h. Exercise all powers and perform all functions necessary to accomplish all lawful programs.
- i. Enter into contracts and incur debts, liabilities, and obligations.
- j. Sue and be sued.



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- k. Invest funds.
- l. Provide administrative and financial services to its Members and others.

Section 4. Board of Directors.

- a. The Pool shall be governed by its Board.
- b. Each Member shall appoint one representative and at least one alternate representative to the Board.
- c. If a representative is not able to attend a meeting of the Board, an alternate representative may attend and shall have the same authority as the representative.
- d. Representatives and alternates shall be officers or employees of the Member.
- e. The Board shall meet at least once each calendar year.
- f. The Board shall adopt an annual budget.
- g. The Board shall be chaired by its president or, if the president is not available, its vice president.
- h. Each representative or alternative shall have one vote. Voting by proxy is not permitted. Except as is specifically provided otherwise in this agreement, a majority of the representatives or alternates present at a meeting of the Board shall constitute a quorum and the majority of the quorum is sufficient to decide any matter.

Section 5. Bylaws. The Board shall adopt bylaws which shall not be inconsistent with any part of this agreement.

Section 6. Executive Director. The Board shall engage an executive director who shall be the chief executive officer of the Pool.

Section 7. Officers.

- a. The Board shall elect officers.
- b. The officers shall include a president, vice president, secretary, and such other officers as authorized by the bylaws.
- c. Duties and terms of office of officers shall be as specified in the bylaws.

Section 8. Committees. The Board may establish committees, both standing and *ad hoc*, from time to time as it deems appropriate. The composition and responsibilities of committees shall be specified by the Board.

Section 9. New Members.

- a. The Board may approve the admission of new Members on terms and conditions as it deems appropriate.
- b. For admission, Members must have at least three-fourths affirmative vote of all representatives or alternates.
- c. Members must be local government public transit entities situated in Washington.
- d. Once approved for membership, a new Member's admission to the Pool shall be memorialized by the new Member signing copies of this Interlocal Agreement and all amendments thereto.



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Section 10. Amendment.

- a. The governing boards of the Members may adopt amendments to this agreement.
- b. No amendment shall be adopted without at least three-fourths affirmative vote of all governing boards.
- c. The Pool shall provide notice of any proposed amendment to the governing boards of the Members as specified in the bylaws.

Section 11. Duration. The duration of the Pool shall be perpetual.

Section 12. Addition of New Programs.

- a. The Pool may establish self-insurance programs in addition to self-insurance programs for property and liability risks only with the affirmative vote of at least three-fourths of all representatives or alternates directors.
- b. No Member shall be required to participate in any such additional self-insurance program.
- c. If the Pool elects to establish such additional self-insurance programs, it shall implement adequate measures to protect and safeguard the equity and fiscal integrity of the Pool's self-insurance programs for liability and property.

Section 13. Funding.

- a. The Pool shall be funded by Member contributions and assessments.
- b. Member contributions and assessments shall be established by the Board in its annual budget. If the Pool's financial situation warrants, the Board may require supplementary and retroactive contributions and assessments.
- c. All Members shall pay contributions, assessments, and fees promptly when due.

Section 14. Withdrawal of a Member.

- a. A Member may withdraw from the Pool only at the end of a fiscal year by providing at least six month's written notice thereof. No Member may withdraw for thirty six months after joining the Pool. Following withdraw a former Member may not rejoin the Pool for thirty six months.
- b. The withdrawal by a Member shall not affect the validity of this agreement with respect to the remaining Members.
- c. Upon withdrawal, a Member shall have no further obligations to the Pool nor shall it be entitled to any portion of the Pool's assets or equity; Provided, the withdrawing Member shall pay all of its pending contributions and assessments.

Section 15. Termination of a Member.

- a. A Member may be terminated only by the affirmative vote of at least three-fourths of all representatives or alternates. The effective date of termination shall be six months following notice of the termination vote. Until the effective date of termination, the terminated Member shall have the benefits and burdens of participation in the Pool.



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- b. The termination of a Member shall not affect the validity of this agreement with respect to the remaining Members.
- c. Upon termination a Member shall have no further obligations to the Pool nor shall it be entitled to any portion of the Pool's assets or equity; Provided, the terminated Member shall pay all of its pending contributions and assessments.

Section 16. Dissolution.

- a. The Pool and this agreement may be terminated by the written consent of three-fourths of the governing boards of the Members. Upon termination and wind-up, the Pool and this agreement shall continue in effect for the purpose of the winding-up the business and affairs of the Pool, including disposing of all claims, the collection of additional assessments, and the distribution of assets.
- b. Upon termination or wind-up, the assets of the Pool shall be liquidated. Following the payment of all claims and expenses, each Member shall be entitled to a percentage share of the liquidation fund in that percentage which the total contribution payments by each Member bears to the total contribution payments by all remaining Members made over the life of the Pool.
- c. Any and all disputes concerning the entitlement to or amount of any refund of excess payments or the distribution of assets shall be resolved by arbitration pursuant to the rules for commercial arbitration of the American Arbitration Association. All Members may participate in the arbitration and shall be bound by the arbitrator's decision.

Section 17. Liability Limitation. In the event that any claim against a Member is not covered or exceeds the applicable limits of coverage provided by the Pool, the liability for that obligation lies with the Member.

Section 18. No Assignment. Neither the Pool nor any Member may assign any rights, claim, or interest established by this agreement without the consent of the other.

Section 19. Mediation. The parties to any dispute between the Pool or its Members concerning this agreement shall seek to resolve it through mediation.

Section 20. Litigation.

- a. Venue for any dispute concerning this agreement may only be laid in the Thurston County Superior Court or the United States District Court for the Western District of Washington.
- b. The prevailing party in any litigation brought to enforce this agreement shall be entitled to its reasonable attorney's fees and costs.

Section 21. Governing Law. This agreement shall be governed by the laws of Washington except for the Washington laws on conflict of laws. Therefore the substantive laws of Washington shall govern in all respects.



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Section 22. Supersession. This agreement supersedes and replaces all prior interlocal agreements and amendments thereto pertaining to the Pool.

Section 23. Effective Date. This agreement shall be effective when approved by at least three-fourths of the governing boards of the Members.

Section 24. Approval by Counterparts. This agreement may be approved by counterparts so that Members need not execute the same document. Upon approval, each Member shall promptly send a copy of the executed agreement to the Pool.

Subscribed this 17 day of June, 2015.

Sue Dreier

Member Transit System

By Sue Dreier

Its Chief Executive Officer

Attest:

By Deanne Jacobs

Its Clerk of the Board

Approved as to Form:

By [Signature]

Its General Counsel

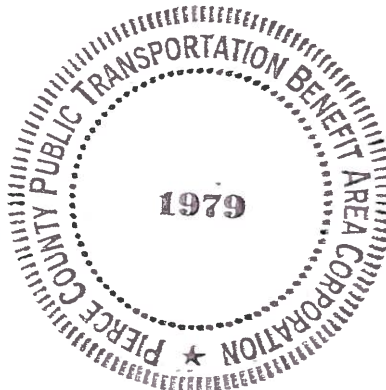


Exhibit M3: Auto Physical Damage Coverage

Pierce Transit shall self-insure or obtain/maintain insurance for all risk physical damage coverage on the Sound Transit vehicles in their care, custody, and control. Coverage shall include, but is not limited to, collision, theft, and comprehensive coverage. Valuation for the vehicles shall be the greater of replacement cost or fair market value, dependent on coverage available and conditions for such coverage. Should coverage change or be discontinued, or should Pierce Transit decide to self-insure, Pierce Transit will provide prompt notice of such change.

Notice of Auto Physical Damage Coverage – July 1, 2020 through June 30, 2021

Pierce Transit's Auto Physical Damage Coverage has elected to maintain Auto Physical Damage coverage through the Washington State Transit Insurance Pool. The Pool provides these coverages utilizing self-insurance and an excess insurance carrier. Important details on this coverage are noted below:

- The Pool maintains the first \$250,000 of loss.
- Vehicles are valued at fair market value.
- Loss more than \$250,000 triggers the excess auto physical damage insurance carrier.
- Pierce Transit has a \$25,000 deductible.
- The Pool coordinates claims for Pierce Transit with the excess auto physical damage insurance carrier.

The excess auto physical damage insurance carrier is Evanston Insurance Company. Important details on this coverage are noted below:

- There is an automatic acquisition clause for vehicles valued less than \$1,350,000. Vehicle losses in excess to that amount are reported immediately.

If the vehicle is not repairable, it is valued at replacement cost if the following conditions are met:

- The vehicle is valued at \$250,000 or greater.
- The vehicle is 2005 or newer.

Sound Transit's Environmental and Sustainability Management System (ESMS)

EXHIBIT N1

What is an ESMS?

An ESMS is a management program to assess and improve environmental compliance and performance. It requires that we identify and control environmental risks and that we set objectives and targets for improvement. It is based on the concept of Plan, Do, Check, Act. An ESMS also integrates environmental and sustainability ethics into business operations and identifies environmental stewardship as a responsibility of all employees. Sound Transit's Environmental Policy, the foundation of the ESMS, was adopted by the Sound Transit Board in April 2004.

Benefits of an ESMS

- Reducing environmental impacts and mitigating environmental risk
- Managing environmental obligations more effectively
- Reducing costs over time
- Enhancing credibility with regulatory agencies and the public
- Helping the agency to integrate sustainability and continuously improve

Sound Transit Environmental Policy

Sound Transit is committed to the protection of the environment for present and future generations as we provide high capacity transit to the Puget Sound Region. Sound Transit has been a catalyst and model for engaging federal and state partners to resolve environmental issues that apply to our program. We will continue to be an environmental leader in the State of Washington through the integration of the following principles into our daily business practices:

- *We will be in full compliance with all environmental laws and regulations. We will strive to exceed compliance by the continual improvement of our environmental performance through cost-effective innovation and self-assessment.*
- *We will restore the environment by providing mitigation and corrective action, and will monitor to ensure that environmental commitments are implemented. We will improve our ability to manage and account for environmental risk.*
- *We will avoid environmental degradation by minimizing releases to air, water, and land. We will prevent pollution and conserve resources by reducing waste, reusing materials, recycling, and preferentially purchasing materials with recycled content.*
- *We will increase the awareness of environmental issues among agency employees through education and training. We will continue to educate the public about the environmental benefits of our transit system. We will build relationships with our contractors, vendors, consultants, and transit partners during planning, design, construction, and operation to protect and enhance the environment.*
- *In order to implement this Policy, Sound Transit will establish and maintain an Environmental Management System (EMS) with environmental objectives and targets that are measurable, meaningful and understandable. The goals and progress of this Policy and the EMS will be communicated to agency board members, officers, employees and the public.*

Sound Transit Sustainability Initiative

Sustainability means having adequate resources to meet the needs of the present generation without compromising the needs of future generations. A sustainable system is one that considers the effects of actions on economic, social and environmental resources - and seeks to stabilize and strengthen all three.

Sound Transit's Environmental Policy is also about sustainability: it asks that the Sound Transit Board and employees protect the environment for both present and future generations; that we prevent pollution; that we seek to continually improve our environmental performance; and that we educate our employees, operating partners and contractors about environmental protection and the benefits of transit to human health and the environment.

Sound Transit's commitment to sustainability is formally recognized in three ways:

Sound Transit Board Resolution 2007-12

Authorizes the establishment of a Sustainability Initiative

- Integrates sustainable business practices and strategies throughout the organization including planning, designing, constructing, and operating existing and new transit systems and facilities
- Requires objectives and targets to be established and updated as part of the ESMS
- Requires periodic reports to be provided to the Board on progress

Executive Order No. 1

Establishes the Sustainability Initiative

Directs staff to establish measurable targets and track progress within the following topic areas:

- Petroleum Conservation and Renewable Fuel and Energy
- Energy Efficiency
- Greenhouse Gas Emissions
- Water Conservation
- Toxics Reduction
- Ecosystem Mitigation
- Procurement
- Pollution Prevention, Re-Use and Recycling
- Building and Facility Performance (Green Design/Green Building)
- Land Use

ESMS & STAR

Setting objectives, targets, and action plans

Every year, the ESMS Steering Committee will work with every Sound Transit department to identify steps – or targets – that will move the agency further toward meeting its goal to integrate sustainable practices throughout the organization. Progress on targets will be tracked and reported through the ESMS as well as through department scorecards established through the agency performance management system, STAR.

Exhibit O: Task Order
Sound Transit / Pierce Transit
ST Express Bus Operations
Task Order YrYr - #

Task Order Title:			
Account Code (ST Use):		Amount:	
Period of Performance:		PO #:	

Contact:	Sound Transit:	Dave Turissini Bus Operations Manager	Phone:	(206) 398-5035
Contact:	Pierce Transit:	Tammara Good Contracted Services Administrator	Phone:	(253) 983-3445

Scope:	
Attachments:	
Schedule or Milestones:	

Prerequisites:
Scope Exclusions:
Related Task Orders:

Cost: This expense is designated [Capital] [Operating].		
Category	Budget	
Salaries & Wages		\$0
Materials & Supplies		\$0
Major Components (Rack and APC)		\$0
Taxes		\$0
Purchased Transportation Services		\$0
Total		\$0

Billing Method and Reporting Requirements See Section 12: Financial Authorization, Compensation and Payment in the ST Express Bus Service Operations and Maintenance Agreement between Pierce Transit and Sound Transit 2015. The cost estimate for this work shall not be deemed as a final cost nor a “Not to Exceed” cost. Sound Transit will pay the actual costs to Pierce Transit for the work required under this agreement as noted above. Pierce Transit shall invoice for all work to complete the Task Order and will document all relevant expenses for review. If while performing the work, Pierce Transit notices that the work will cost X percent (or \$) or more than the estimated cost, Pierce Transit will notify Sound Transit’s Bus Operations Manager as soon as possible. Pierce Transit must secure Sound Transit’s Bus Operation Manager’s pre-authorization and written approval to proceed with the work. In the event that the work being authorized under this task order is not completed within the Period of Performance indicated, this task order authorization will automatically be extended until the work is complete unless an expiration date is explicitly stated in the Schedule section and provided no additional funding be required to complete the work. Pierce Transit will submit an updated cash flow (if needed) and schedule projection.
--

This Agreement is executed in counterparts, each of which is regarded for all purposes as one original.

The Parties hereto have executed this Task Order.

Pierce Transit Michael Griffus, Chief Operating Officer		Date
Sound Transit Robin Braziel Director of Commuter Rail, Bus and Paratransit		Date

Exhibit P: Sound Transit Literature Distribution

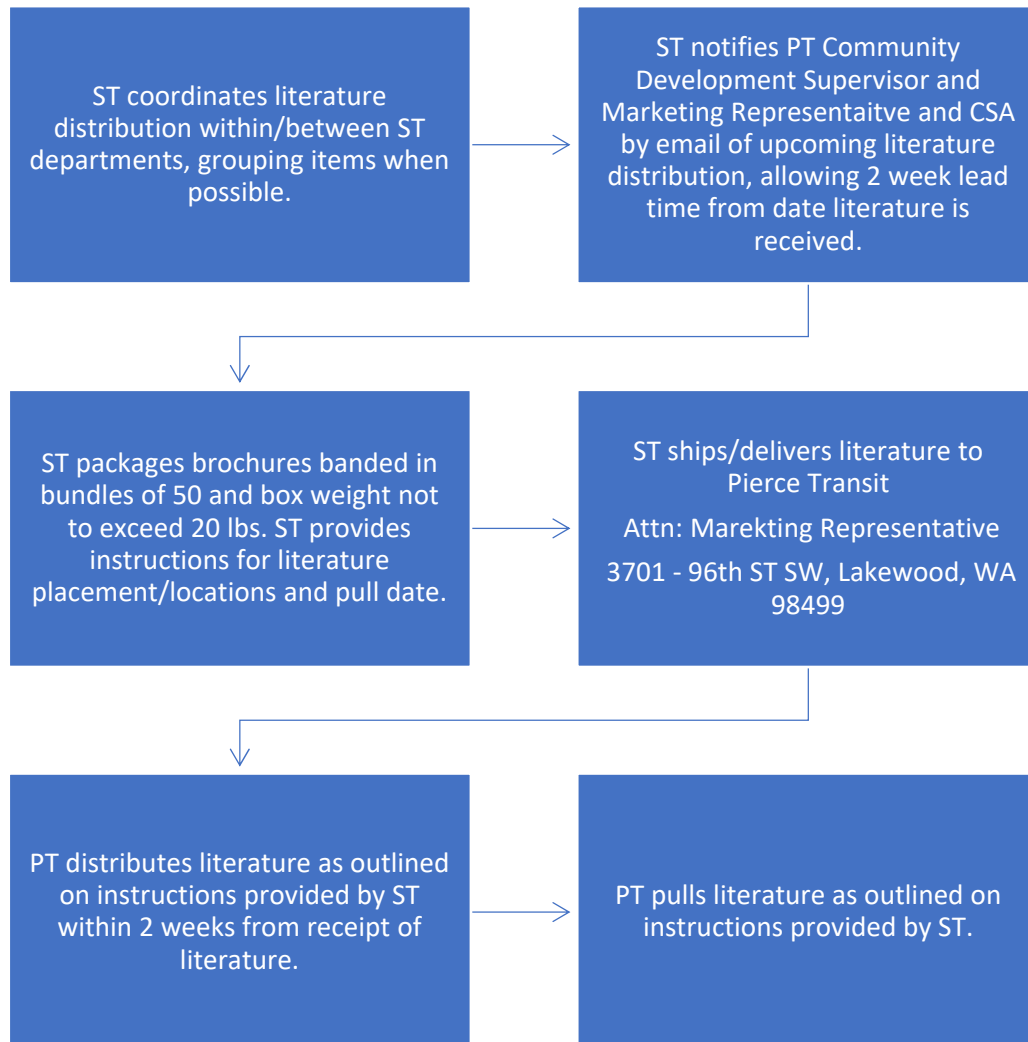


EXHIBIT Q: Asset Sheet

		Notes	PT Answer
Base Master Plan	64,237.59	see PT Projects Tab	Include, deduct BMP contributions from total
Main Base 96th St Gate Improve	200,550.21	see PT Projects Tab	Include, deduct BMP contributions from total
Parking Lot, 96th St	149,200.13	see PT Projects Tab	Include, deduct BMP contributions from total
RADIO COMMUNICATION SYSTEM	111,849.35	see PT Projects Tab	Include, can't find any task order payment that corresponds to this
CAD AVL GPS Rptr 450MHZ 2014	393,574.43	excluded CAD AVL elsewhere in depreciation schedule so exclude? Did we already contribute?	PT will further review and ensure this is separate from other CAD/AVL contributions
CAD AVL GPS RPTR 450MHZ 2014	2,562.08	excluded CAD AVL elsewhere in depreciation schedule so exclude? Did we already contribute?	PT will further review and ensure this is separate from other CAD/AVL contributions
Mobile Communications System	7,870,870.86	see PT Projects Tab	\$5.7 mil ST funding, 16.4% of total project cost of \$34.87 mil
			27% x \$34.87 = \$9.41 mil. \$9.41 - \$5.72 = \$3.69 mil
MOBILE COMMUNICATIONS SYSTEM	152,444.14	see PT Projects Tab	No ST funding
Mobile Communications Sys Upgd	446,198.16	see PT Projects Tab	No ST funding
2019 Carpet Replace Bldg 6	898.97	excluded Building 6 improvement on line 29, these also be excluded?	exclude
2019 Electrical Bldg 6	2,661.89	excluded Building 6 improvement on line 29, these also be excluded?	exclude
2019 Fire Hydrant Bldg 6	5,006.81	excluded Building 6 improvement on line 29, these also be excluded?	exclude
2019 Fire System Bldg 6	27,509.61	excluded Building 6 improvement on line 29, these also be excluded?	exclude
2019 Interior Remodel Bldg 6	3,450.81	excluded Building 6 improvement on line 29, these also be excluded?	exclude
2019 Parking Lot Bldg 6	595.87	excluded Building 6 improvement on line 29, these also be excluded?	exclude
2019 Security System Bldg 6	9,354.57	excluded Building 6 improvement on line 29, these also be excluded?	exclude
SEATTLE CNG STATION	70,926.03	Tim/Dave not sure this was used for ST Service?	Started depreciation 12/1/1995, no insurance recovery for this
COIN COUNTER/BRANDT	517.22	part of depreciation we paid for coin sorter?	Include this, other coin sorters included in CAM but this wasn't
COIN SORTER/COUNTER	494.91	part of depreciation we paid for coin sorter?	Include this, other coin sorters included in CAM but this wasn't
COIN SORTER - JETSORT 6705	766.83	part of depreciation we paid for coin sorter?	Include this, other coin sorters included in CAM but this wasn't
DIESEL ENGINE PACK	2,513.32	excluded bus engines elsewhere in depreciation schedule, should these be excluded also?	exclude
CNG ENGINE PACK	6,018.84	excluded bus engines elsewhere in depreciation schedule, should these be excluded also?	exclude
12/31/04 HASTUS SYSTEM UPGRADE	37,103.98	excluded Hastus elsewhere in depreciation schedule so exclude?	Include this, other Hastus was included in CAM but this wasn't
Software, 2006 ADEPT Shuttle	207,585.20	excluded Shuttle related depreciation elsewhere in depreciation schedule so exclude?	exclude
Software, ADEPT Shuttle Upgrd	36,983.94	excluded Shuttle related depreciation elsewhere in depreciation schedule so exclude?	exclude

3.6949

TITLE: Direct Staff to Schedule a Special Board Meeting in June 2021 to Consider Whether to Proceed with a Formal Ballot Proposition to be Submitted to the Qualified Electors of the Pierce County Public Transportation Benefit Area on November 2, 2021, to Utilize an Additional Three-Tenths of One Percent (0.3%) Sales and Use Tax

DIVISION: Planning & Community Development

SUBMITTED BY: Sue Dreier, Chief Executive Officer

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Customer

BACKGROUND:

At the beginning of 2020, the Pierce Transit Board began considering the question whether it should proceed with a ballot measure at the November 3, 2020, election to increase the Sales and Use Tax an additional three-tenths of one percent (0.3%) from its current level of six-tenths of one percent (0.6%) for a total of nine-tenths of one percent (0.9%), which is the maximum taxing authority allowed. Their review also incorporated the vision and goals detailed in the Destination 2040 Long Range Plan. However, due to the outbreak of the COVID-19 pandemic, Pierce Transit decided to delay moving forward with a ballot measure in 2020. In March 2021 the Board of Commissioners began reconsidering the need to increase revenue and service levels for the Pierce Transit system that will meet the challenges and opportunities that the region faces today and in the future due to the rapid population and job growth that is projected to occur over the next 20 years. This increase will ensure that there are equitable transit options for all people to access jobs, schools, housing, and other essential services.

At the March 18, 2021, board retreat meeting, the board received an overview of the benefits an enhanced local transit system would bring to the communities and citizens based on community input and data and which could be implemented if the agency had increased revenue. Some of these benefits are as follows:

- Students ride free
- Seniors ride free
- Port of Tacoma service
- Additional zone service
- More frequent trips
- Improved paratransit access
- Greater east/west connections
- Bus Rapid Transit (BRT) system expansion
- More late night and weekend service
- New routes

Subsequently, at their April 12, 2021, board meeting, the commissioners reviewed a preliminary plan for increased service tailored to the needs of the various communities in the Pierce Transit boundary if the agency had additional revenue. In addition, staff contracted with ECM to complete an annual community survey within the Pierce Transit boundary about transit service.

Timeline for ballot submittal:

Election Dates	August 3, 2021	November 2, 2021
Jurisdiction's Responsibilities and Deadlines		
Resolution due to the County	May 14, 2021	August 3, 2021
Explanatory Statement	May 14, 2021	August 3, 2021
Appointments to For and Against Committees	May 14, 2021	August 3, 2021
Committee's Responsibilities and Deadlines		
Statement "For" and Statement "Against" (written by the committees for or against the measures and emailed by this date.)	May 18, 2021	August 5, 2021
Rebuttal Statement (written by the committees for or against the measure and emailed by this date.)	May 20, 2021	August 9, 2021

STAFF RECOMMENDATION:

Staff recommends the transformation of local transit service. The only avenue to accomplish this is to ensure operating revenue is collected at an adequate level. This could be accomplished with additional taxing authority.

ALTERNATIVES:

1. Do not authorize the proposed ballot measure to be submitted to the qualified electors on November 2, 2021, in which case Pierce Transit will be constrained to providing the current level of service and will not have the resources to increase and expand service as detailed above.
2. Direct staff to develop an alternate proposal to submit to the qualified electors at a future date.

PROPOSED MOTION:

Move to: Direct staff to schedule a Special Board Meeting in June 2021 to consider whether to proceed with a formal ballot proposition to be submitted to the qualified electors of the Pierce County Public Transportation Benefit Area on November 2, 2021, to utilize an additional three-tenths of one percent (0.3%) sales and use tax.

TITLE: Authority to Update the Community Use Van Program and Direct staff to Proceed with the Implementation

DIVISION: Planning & Community Development

SUBMITTED BY: Penny Grellier, Community Development Administrator

RELATED ACTION: N/A

ATTACHMENTS:

RELATION TO STRATEGIC PLAN: N/A

Exhibit A, Presentation
Exhibit B, Community Use Van Update Summary
Proposed Resolution

BUDGET INFORMATION: N/A

BACKGROUND:

Pierce Transit provides agency vans for commuter use through our Vanpool and Vanshare programs. A Community Use Van program that was also developed to provide a transportation resource for community-based organizations has seen low utilization for the past few years. The flat monthly fee associated with this program may prohibit participation by some community-based organizations needing to use the van intermittently.

With many former commuters now working from home, Vanpool and Vanshare ridership has dropped significantly, resulting in vehicles sitting idle. Purchase of new vans has been postponed, meaning little to no vehicles have been surplus. Our Care-A-Van donation program, which relies on receipt of surplus vehicles, is on hiatus. Community requests for non-commuter-based transportation, and for transportation resources in parts of the PTBA with limited or no service, can be met using vans.

Planning & Community Development have redesigned the Community Use Van program to better meet needs:

- Make use of idle Vanpool/Vanshare fleet
- Present a more affordable program with rates comparable to neighboring transit agency programs
- Appeal to a broad audience that includes non-profits, hotels and businesses
- Provide transportation in areas of Pierce County with no fixed route service
- Offer a flexible van-use model that can be used for event-specific transport or ongoing need

Community Use van program vehicles will be owned, maintained and supported by Pierce Transit. Fuel will be provided by the agency. Van drivers identified by recipient organizations will go through Vanpool screening and training.

Current Community Use Van program: \$500 per month, 50 cents per mile

Proposed Community Use Van program: \$1.07 per mile

The total agency cost to maintain and support these vans is \$1.59 mile.

Next steps include:

- Modify existing Community Use van policies & procedures
- Review Agreement re: legal and financial commitment

- Market to human service agency contacts, to businesses and to jurisdictions without existing fixed route service

STAFF RECOMMENDATION:

Approve update of Community Use Van program.

ALTERNATIVES:

Maintain current Community Use Van program. This is not recommended as the utilization of the current program is fairly low and rolling out an updated program could better meet the needs of the community and businesses.

PROPOSED MOTION:

Move to: Approve Resolution No. 2021-006, updating the Community Use Van program and directing staff to proceed with the implementation.



Getting Vans Back in Service

Penny Grellier
Community Development Administrator
May 10, 2021

Community Need

- Sales & Outreach Team note increased requests for transport assistance
- New types of transport needs arising out of pandemic
- Existing Community Use program hard to sell:
\$500/month, 50 cents/mile
No marketing/promotion plan



Why Update Community Use?

- Existing program cost-prohibitive
- Simple mileage rate that is easy to promote
- Areas without fixed route transit need options
- Pierce Transit has vanpool vehicles sidelined by pandemic
- Businesses and agencies need non-commute transport resource

Proposed Upgrade

New Features

- \$1.07 per mile flat fee (\$1.59 cost to agency)
- Short or long-term use

Benefits

- Solution for underserved areas (Key Peninsula, Frederickson)
- Available to members of a given community or organization
- Accessible to those with limited budget
- Revenue generation for Pierce Transit



Next Steps

- Board approval
- Update Agreement, procedures
- Determine name for program
- Develop & implement marketing and communications plan
- Set up administration with Business Support Team

Update of Community Use Van Program

What

Revision of the existing Community Use van program to make currently-unassigned vanpool vehicles available to community organizations with transportation needs.

Why

Pierce Transit van-based programs have been impacted by COVID-19. With many public and private sector employees teleworking this year, vanpool demand has dropped, resulting in idle vans. Local human service organizations need to transport clients to food, shelter and employment. Pierce County businesses that are not close to fixed routes need a way to connect to our services. Pierce Transit can partner with these entities to help fill needs and activate vans.

Actions

Identify level and type of needs of potential recipient agencies
 Modify existing Community Use van policies & procedures to create pilot
 Board approval
 Review legal and financial commitment, identify budget
 Market to human service agency contacts, to businesses and to jurisdictions without existing fixed route service

Results Tracking

Number of participating agencies	Number of passengers	Revenue collected
Number of trips	Number of miles	

Recommendations

Cost to recipient*	\$1.07 per mile. The total cost to PT to support these vans is \$1.59 mile.
Eligibility	Human Service Agencies, multifamily housing and businesses, especially those in areas with limited bus service
Community need	Can be on an as-needed basis or stationed with an agency for ongoing need
Requirements of recipient	Meet Vanpool driver requirements and get Vanpool driver training
Responsibilities	Pierce Transit maintains van and provides fuel
Reporting (recipient & PT)	Monthly trip log, NTD reporting may be required
Program management	Business Services hosts and administers the pilot

*Note that PT Community Use vans are currently \$500 per month and 50 cents per mile

Pierce Transit Van Costs

2019 Actuals

Costs		Cost per			
		Cost per mile	Cost per vehicle/ yr	Cost per vehicle per mo.	Cost per boarding
Direct	\$ 4,088,928.00	\$ 0.90	\$ 9,924.58	\$ 827.05	\$ 5.52
Indirect	\$ 753,629.00	\$ 0.17	\$ 1,829.20	\$ 152.43	\$ 1.02
Capital	\$ 2,351,354.00	\$ 0.52	\$ 5,707.17	\$ 475.60	\$ 3.18
Total	\$ 7,193,911.00	\$ 1.59	\$ 17,460.95	\$ 1,455.08	\$ 9.72

Direct cost recovery 70%

\$ 1,043,236 Fuel Costs

Other Transit Agency Community-Use Van Programs

<i>Agency</i>	<i>Cost</i>	<i>Unit</i>	<i>Notes</i>
Ben Franklin Transit	\$0.58	Per mile	Maintains, trains driver, insures van, includes fuel
Intercity Transit	\$0.81	Per mile	Maintains, trains driver, insures van, includes fuel
Kitsap Transit	\$2.00	Per one-way trip	Passengers pay cost
King County Metro	\$45 or \$450	Per day or Per month	Recipient pays fuel

Note that Community Transit does not currently provide a Community Use program

RESOLUTION NO. 2021-006

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Staff to Update the Community Use Van Program and Directing Staff to Proceed with the Implementation

WHEREAS, Pierce County businesses and community organizations wish to provide transportation options to employees, clients, participants and volunteers; and

WHEREAS, Vanpool vehicles are available due to reduction in number of riders now working from home part- or full- time; and

WHEREAS, community input indicates a need for transportation in areas where fixed route is limited or unavailable; and

WHEREAS, community input indicates a desire that vans be made available for non-commute uses (for which Vanpool/Vanshare cannot be utilized); and

WHEREAS, Pierce Transit's Care-A-Van program was halted during the pandemic due to unavailability of surplus vehicles; and

WHEREAS, historic Community Use Van program guidelines and fees need to be updated to compare with neighboring transit agency programs and be affordable to meet the needs of a wider variety of organizations; and

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

Section 1. The Board of Commissioners authorizes Pierce Transit's Planning & Community Development department to update the Community Use Van program and directs staff to proceed with the implementation.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10th day of May 2021.

PIERCE TRANSIT

Victoria Woodards, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board