

**Tacoma Dome Station
Garage and Bus Platform**

Operations and Maintenance Agreement

2015

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TACOMA DOME STATION GARAGE AND BUS PLATFORM OPERATIONS AND MAINTENANCE AGREEMENT

This Agreement is dated _____, 2015 and is by and between Central Puget Sound Regional Transit Authority ("Sound Transit") and the Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit") (collectively, "Parties") pursuant to RCW 39.34.

RECITALS

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

WHEREAS, pursuant to Chapter 81.112.070 RCW and public vote, Sound Transit is authorized to perform regional public transportation functions; and pursuant to RCW 39.33.050 may contract with any public transportation benefit area, any county, transportation authority, city, metropolitan municipal corporation and any private person, firm, or corporation for the operation of high capacity transportation system facilities within Sound Transit's boundary including commuter rail, light rail, and regional express bus services as set forth in *Sound Move*, the ten-year Regional Transit System plan, within its jurisdiction; and

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

A. Pierce Transit owns the property, parcel number 2074240011 (legal definition found at Exhibit A), zoned as downtown mixed use, upon which the Tacoma Dome Station Garage, pedestrian bridge, and bus platform (herein after known as "TDS Garage") are built.

B. Pierce Transit owns and operates the TDS Garage. The project was constructed in two phases. Phase I was completed in 1997, and cost approximately \$17,475,007 funded solely by Pierce Transit and included the bus transit platform, parking garage, and pedestrian bridge. For Phase II, completed in 2000, Sound Transit and Pierce Transit respectively contributed \$10,598,000 and \$10,564,000 to construct a second parking garage with a connection to the Phase I garage.

C. Pierce Transit and Sound Transit entered into a Memorandum of Understanding dated May 11, 1998 to establish a cooperative framework for transit services and projects and to outline specific project agreements to be developed.

D. The Parties entered into a Memorandum of Agreement for Intergovernmental Cooperation dated September 30, 1999 for funding the design, construction, and mid-life major maintenance of the TDS Garage Phase II Project ("Phase II Agreement").

E. In order to provide Greyhound Lines, Inc., with Tacoma-based operations, Pierce Transit and Greyhound Lines entered into a lease agreement that utilizes some of the space in the TDS Garage in 2000 ("PT-Greyhound lease"). The current five year lease began on October 1, 2010 and will expire on September 30, 2015. There is one five year extension of the PT – Greyhound lease that may be exercised, and the parties to this lease are negotiating the terms of this extension. The term "leased property" as used herein refers to that space leased by Pierce Transit to Greyhound under the PT-Greyhound lease.

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

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

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

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

J. The Parties have determined that it is in the best interest of transit customers to enter into this new operations and maintenance agreement for the TDS Garage ("Agreement") to ensure that the highest quality services are provided at the TDS Garage.

THEREFORE, the Parties agree as follows:

1.0 PURPOSE AND SCOPE OF AGREEMENT

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

2.0 OPERATIONS AND MAINTENANCE SERVICES AT THE TDS GARAGE

2.1 Operations Services

2.1.1 Security

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

2.1.2 Changes in Security Services

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

2.1.3 Parking Management

A. Parking Management Services

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

B. Hours of Operations

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

C. Pierce Transit Reserved Parking

An agreed upon number of stalls will be set aside for official Pierce Transit vehicles and Pierce Transit employees who work and report for duty at the TDS Garage. Any increase in the number of stalls will be coordinated with Sound Transit. A complete inventory and assignment of all parking stalls and their locations, as January 2015 as agreed by the Parties, can be found in Exhibit B.

D. Leased Property Reserved Parking

Seven parking stalls will be set aside for employees and patrons of Greyhound for leased property at TDS. A complete inventory and assignment of all parking stalls and their locations, as of January 2015 as agreed by the Parties, can be found in Exhibit B.

E. Parking Time Limits

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

G. Parking Fees

Parking fees will not be charged to transit customers unless mutually agreed to by Pierce Transit and Sound Transit and with the approval of their respective Boards.

In the event that the Parties agree to charge transit customers for parking, that revenue and expense will be shared proportionately in accordance with Section 5.0 Compensation and Payment of this Agreement.

Parking fees may be charged by Pierce Transit for non-transit, special Tacoma Dome event parking. Non-transit, special event parking which would conflict with transit customer use is discouraged.

H. Parking Utilization and Capacity

Pierce Transit will provide a parking utilization count as part of their monthly invoice submittal.

Recognizing that TDS Garage utilization has been at maximum capacity for several years (2011-2014), emphasis will be placed on enforcing parking policies as posted throughout the garage by the third party parking management company. This emphasis is meant to make the garage as safe and as convenient as possible for those who are able to park at the facility.

I. Modifications to Parking Use and Inventory

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

2.2 Maintenance Services

2.2.1 Scheduled and Unscheduled Maintenance

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

2.2.2 Non-Routine Maintenance

Sound Transit and Pierce Transit will reach a separate agreement to any non-routine, non-emergency maintenance items and the cost of such items prior to scheduling the work. As used herein, "non-routine, non-emergency maintenance shall be subject to funding approval by the Sound Transit Board of Directors, cost sharing will be at the same proportionate rate as all other operations and maintenance costs.

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

2.2.3 Utilities

Pierce Transit will provide utility services at the TDS Garage to include gas, electric, water, sewer, storm, refuse, data transmission, and telecommunications services.

2.2.4 Ticket Vending Machines

Sound Transit is responsible for operations, maintenance, and costs associated with the Ticket Vending Machines (TVMs) located at TDS Garage. Sound Transit employees and vendors who resupply and repair the TVMs at TDS Garage will check in with the Security Office in advance to advise security personnel know that work on the vending machines will be performed.

3.0 PERSONNEL

3.1 Provision of Personnel

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

3.2 Employee Conduct

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

4.0 COORDINATION

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

4.1 Performance Review

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

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

4.2 Leases

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

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

5.0 COMPENSATION AND PAYMENT

Sound Transit will compensate Pierce Transit for the operation and maintenance of the TDS Garage according to the scope of services and responsibilities outlined in this agreement. This section also describes the budget review process, monthly invoice process, and the cost reconciliation. See Exhibit G for a schedule of deliverables related to this section.

5.1 Compensation

5.1.1 Sound Transit Proportionate Share of Costs

Sound Transit will pay its proportionate share of the operations and maintenance costs at the TDS Garage exclusive of costs associated with any leased property. As used herein, the term "proportionate share" is the division of costs that is agreed to by the Parties as fair, reasonable, and as close as possible to the proportion of use at the TDS Garage by Sound Transit customers as compared with Pierce Transit customers which shall be determined by a biennial parking use survey. Because the results of the parking use survey typically include a number of instances where it is unclear

whether the use should be credited to Sound Transit or Pierce Transit the proportionate share will be negotiated by the Parties.

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

5.1.2 Parking Use Survey

Beginning in 2016, Pierce and Sound Transit will jointly conduct a biennial parking use survey to determine the relative proportionate of use of the TDS Garage by Sound Transit customers compared with Pierce Transit customers and others. Sound Transit and Pierce Transit will agree on the methodology for the survey. The survey will be completed no later than May 31 of each biennial. The cost of the survey will be shared according to the agreed proportionate share of costs between the Parties in effect at the time of the survey.

5.2 Compensation, Invoices Payment and Reconciliation

5.2.1 Recurring Costs

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

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

Utilities

Parking Survey

- 1) Janitorial services
- 2) Surveillance equipment operation and maintenance
- 3) Landscape maintenance
- 4) Elevator service and repair
- 5) In-house staff and materials
- 6) Pest management

7) Fire and life safety systems

8) Other costs and miscellaneous

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

- 1) Security
- 2) Property insurance

5.2.2 Non-routine Maintenance

Pursuant to Section 2.2.2, Sound Transit will contribute its proportionate share to non-routine maintenance work as presented to Sound Transit provided funding can be obtained from the Sound Transit Board. Pierce Transit will provide a detailed scope of work and cost estimate for non-routine maintenance no later than June 30 for work to be performed in the following year. Upon Board approval of funding for non-routine maintenance, ST shall contribute to the costs in proportion to the annual O&M costs for the same year the work is performed.

5.2.3 Annual Review of Budget

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

Upon completion of this review, Sound Transit will prepare a letter of concurrence on the budget assumptions.

5.2.4 Other Cost Adjustments

The Parties acknowledge that there may be one-time costs such as emergencies or other material costs (defined as 5% of the total annual budget for the scope of work covered by this agreement) that were not anticipated at the time that the Cost Template for the current year was established. The Parties will meet and Pierce Transit will provide written documentation of any such one-time costs for Sound Transit's review and approval. Sound Transit will either pay its proportionate share of the costs or, if the expense is ongoing, the cost will be added to the monthly invoice. A Sound Transit purchase order is required for all other cost adjustments.

Within three days of the onset of an emergency, Pierce Transit will provide Sound Transit with an initial written description of the work, a proposed timeline for completing the work and an estimated cost of the work. This estimate will be amended weekly by Pierce Transit until all costs of the emergency are reasonably known. Sound Transit will assume its

proportionate share of costs for an emergency at the TDS Garage Phases I and II in accordance with Section 5.1.2., except as may have been incurred due to Pierce Transit's negligence. In the event the costs attributable to Sound Transit cannot be separately identified, Pierce Transit will identify the total cost of the emergency to all involved parties, and describe its method for prorating the Sound Transit share of the cost.

5.3 Monthly Invoices and Payment

5.3.1 Monthly Invoice

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

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

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

5.3.2 Payment

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

Accounts Payable
Sound Transit
401 S. Jackson St.
Seattle, WA 98104

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

5.4 Cost Reconciliation Process

The Parties will complete the annual cost reconciliation process by March 15 of each year for the previous year. Costs shall be based on actual data to the extent possible. However, certain costs such as security and insurance costs are based on agreed-to

budgeted annual costs. Should final audited financial statements substantiate a cost difference beyond that determined from the original submissions, the reconciliation process will be repeated using the final cost data and will be completed no later than June 30.

5.4.1 Method of Reconciliation

A. If the reconcilable costs billed by Pierce Transit exceed the actual reconcilable costs documented in Pierce Transit's financial records, Pierce Transit will compensate Sound Transit for the difference.

B. If the reconcilable costs billed by Pierce Transit are less than the actual reconcilable costs documented in Pierce Transit's financial records, Sound Transit will compensate Pierce Transit for the difference. The payment will be made in the next invoice cycle after reconciliation, and will be made through an adjustment to the invoiced amount.

5.4.2 Sound Transit Audit

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

5.5 Recordkeeping, Reports, and Notification Requirements

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

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

5.5.1 Additional Data Collection or Reports

If additional data collection or reports are desired by either Sound Transit or

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

6.0 OWNERSHIP

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

7.0 DESIGNATED REPRESENTATIVES

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

8.0 DISPUTE RESOLUTION

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

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

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

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

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

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

9.0 INSURANCE

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

10.0 ADDITIONAL TERMS AND CONDITIONS

10.1 Legal Compliance

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

10.2 Indemnity

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

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

10.3 Rights and Remedies

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

10.4 Relationship of Parties

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

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

10.4.2 Contractor Relationship

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

10.4.3 Subcontracting

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

10.4.4 Parties in Interest

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

10.4.5 Assignment

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

10.4.6 Binding on Successors

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

10.4.7 Applicable Law and Venue

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

10.4.8 Waiver of Default or Breach

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

10.4.9 Entire Agreement

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

10.4.10 Severability

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

11.0 TERMINATION OF AGREEMENT

11.1 Termination for Default or Breach

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

terminating the Agreement will give:

- A. Written notice of intent to terminate at least 30 calendar days prior to the date of termination stating the manner in which the other party has failed to perform the obligations under this Agreement; and
- B. An opportunity for the other party to cure the default within at least 30 calendar days of notice of the intent to terminate. In such case, the notice of termination will state the time period in which cure is permitted and any other appropriate conditions. If the other party fails to remedy the default or the breach to the satisfaction of the other party within the time period established in the notice of termination or any extension thereof, granted by the party not at fault, the Agreement will be deemed terminated.

11.2 Termination for Convenience

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

11.3 Activities upon Termination

Upon termination of this Agreement by expiration of the term or as provided in this Section 11.2 Termination for Convenience, Sound Transit and Pierce Transit agree to work together cooperatively to develop a coordinated plan for terminating the services rendered until the time of termination and determining reasonable close-out costs, and accounting and disposing of the equipment provided by Sound Transit in the manner Sound Transit directs. In the event of termination as provided in this Section 11.1 Termination for Default or Breach, the non-defaulting or non-breaching party will compensate the defaulting or breaching party only for the services satisfactorily rendered to the date of termination at the rates and amounts and in the manner provided in this Agreement, with no payment for contract closeout costs as otherwise provided in this Section 12.3.

12.0 NOTICES

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

Chief Operating Officer
Pierce Transit
P.O. Box 99070
3701 96th St. SW
Lakewood, WA 98496-0070

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

13.0 MISCELLANEOUS PROVISIONS

13.1 Media Relations

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

13.2 Amendments and Modifications

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

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

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

14.0 EFFECTIVE DATE AND TERM

14.1 Effective Date

This Agreement will take effect when signed and be retroactive to January 1, 2015.

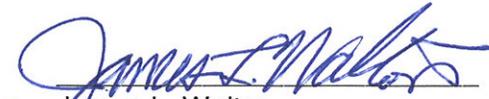
14.2 Term

This Agreement will expire on December 31, 2017, with an option to extend for two additional one-year periods. The term may be extended through a concurrence letter signed by both Parties.

15.0 EXECUTION OF AGREEMENT

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

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

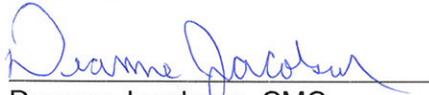

James L. Walton,
Interim Chief Executive Officer
Pierce County Public
Transportation Benefit
("Pierce Transit")

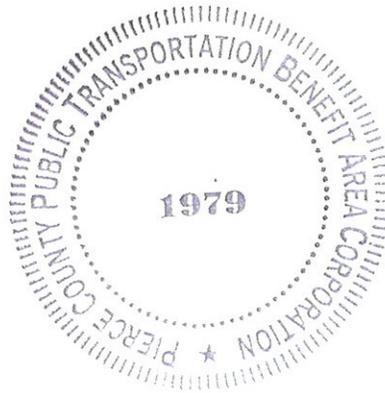
3/16/15
Date


Joan M. Earl,
Chief Executive Officer
Central Puget Sound
Regional Transit Authority
("Sound Transit")

4/16/15
Date

ATTEST:


Deanne Jacobson, CMC
Clerk of the Board



List of Exhibits

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

Exhibit A: Legal Definition of Pierce Transit Property

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

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

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

Location	Standard	Compact	ADA	Short Term	Oversized	PT Employee	Public Safety	Greyhound	Maintenance	Total
Level 1										
East Wall	10					6				16
North Outer	21		6							27
North Inner	24	1							3	28
West Wall	5		3							8
South Outer	30				4					34
South Inner	26	2								28
Ramp North	26									26
Ramp South	26									26
Total for Level	168	3	9	0	4	6	0	0	3	193
Level 2										
East Wall	17									17
North Outer	32									32
North Inner	26		2							28
West Wall	9			6						15
South Outer		26								26
South Inner	6	21	1							28
Ramp North	19	8	1							28
Ramp South	5	22	1							28
Total for Level	114	77	5	6	0	0	0	0	0	202
Level 3										
East Wall	17									17
North Outer	32			9						41
North Inner	27	1		25						53
West Wall	14									14
South Outer	34									34
South Inner	26	2								28
Ramp North	27	2								29
Ramp South	26									26
Total for Level	203	5	0	34	0	0	0	0	0	242

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

Location	Standard	Compact	ADA	Short Term	Oversized	PT Employee	Public Safety	Greyhound	Maintenance	Total
Level 4										
East Wall	17									17
North Outer	32									32
North Inner	25	2								27
West Wall	15									15
South Outer	34									34
South Inner	26	2								28
Ramp North	26	2								28
Ramp South	26	2								28
Total for Level	201	8	0	0	0	0	0	0	0	209
Level 5										
East Wall	17									17
North Outer	32	2								34
North Inner	26	2								28
West Wall	15									15
South Outer	34									34
South Inner	26	2								28
Ramp North	26	2								28
Ramp South	28									28
Total for Level	204	8								212
Level 6										
East Wall	17									17
North Outer	32									32
North Inner	25	3								28
West Wall	12									12
West Wall Inner	5	2								7
South Outer	33	1								34
South Inner	26	2								28
Total for Level	150	8								158

Total Stalls for East Tower = 1216

Shortterm stalls 2 of these are 4 hr and 4 are 3 hr spaces

1176 Fulltime Stalls

1167 Available to Public in East Tower

1170 Available to Public in West Tower

2337 Total Public Spaces

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

Location	Standard	Compact	ADA	Short Term	Oversized	PT Employee	Public Safety	Greyhound	Maintenance	Total
Level 1										
East Wall and cul de sac (supervisors only)						17				17
North Outer			9					2		11
North Inner	5							3		8
West Wall	6		2		5			1		14
South Outer	17		2				3			22
South Inner	23									23
Ramp North	24	1								25
Ramp South	25									25
Total for Level	100	1	13	0	5	17	3	6	0	145
Level 2										
East Wall	9									9
North Outer	32									32
North Inner	25									25
West Wall	9									9
South Outer	24									24
South Inner	25									25
Ramp North	25									25
Ramp South	25									25
Total for Level	174	0	0	0	0	0	0	0	0	174
Level 3										
East Wall	11									11
North Outer	32									32
North Inner	25									25
West Wall	8	6								14
South Outer	11	6				2				19
South Inner	25									25
Ramp North	25									25
Ramp South	25									25
Total for Level	162	12	0	0	0	2	0	0	0	176

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

Location	Standard	Compact	ADA	Short Term	Oversized	PT Employee	Public Safety	Greyhound	Maintenance	Total
Level 4										
East Wall	11									11
North Outer	32									32
North Inner	25									25
West Wall	16									16
South Outer	14					8				22
South Inner	25									25
Ramp North	25									25
Ramp South	25									25
Total for Level	173	0	0	0	0	8	0	0	0	181
Level 5										
East Wall	15									15
North Outer	32									32
North Inner	25									25
West Wall	16									16
South Outer	30									30
South Inner	25									25
Ramp North	25									25
Ramp South	24									24
Total for Level	192	0								192
Level 6										
East Wall	10									10
North Outer	32									32
North Inner	25									25
West Wall	16									16
South Outer	30									30
South Inner	25									25
Ramp North	24	1								25
Ramp South	24	1								25
Total for Level	186	2								188

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

Location	Standard	Compact	ADA	Short Term	Oversized	PT Employee	Public Safety	Greyhound	Maintenance	Total
Level 7										
East Wall	15									15
North Outer	32									32
North Inner	24	1								25
West Wall	16									16
West Wall Inner	6	1								7
South Outer	28	2								30
South Inner	23	2								25
Total for Level	144	6								150

Total for West Tower = 1206



These are marked for Greyhound employees only

These two spaces are marked handicapped AND for PT employees only

1170 for Transit Customers

Exhibit C: Maintenance Services at TDS Garage

The following items constitute “scheduled maintenance” or “unscheduled maintenance” under Section 2.2.1 of the Sound Transit/Pierce Transit Tacoma Dome Station Agreement (2015). Any other services not listed on this agreement are considered “non-routine maintenance” and will be handled under Section 2.2.2 of the Sound Transit/Pierce Transit Tacoma Dome Station Agreement (2015).

Cleaning Standards (Minimum)

- Restrooms, common areas, and platform
 - o Two times per weekday
 - o One time on Saturdays, Sundays, and holidays
- Office areas occupied five days per week
 - o One time per day, five (5) days per week (Mon-Fri)
- Office areas occupied seven days per week
 - o One time per day, seven (7) days per week
- Public areas, platform, main walkway
 - o Two times daily, (Mon-Sat)
 - o One time daily (Sun)
- Trash policing of parking garage and grounds
 - o As needed
- Sweeping of the garage
 - o Monthly
- Pressure washing of exterior common areas
 - o As requested or as needed

Landscape Maintenance

- Inspect landscaped areas.
- Keep vegetation weed-free and clear.
- Keep areas raked and clear.
- Fertilize all plants once during growing season.
- Apply pesticides as needed during growing season.
- Prune trees and shrubs in the fall.
- Pick up and remove leave and debris during fall.

Maintain a Clean, Safe Environment

- Monthly lighting audits and repairs.
- Signage repairs and replacements, as needed.
- Elevator maintenance.
- Pest management.
- Fire system testing per NFPA code.
- Fire extinguisher testing and replacement.

- Life safety equipment.
- "Winterize" plumbing systems.
- Backflow assembly testing.

Exhibit D: Cost Template

**Exhibit D
Pierce Transit
Cost Template - Tacoma Dome Station Maintenance & Operations**

Exhibit D			
Cost Template - Tacoma Dome Station Maintenance & Operations			
	BASELINE COST (%)	COST ESTIMATE	COST ESTIMATE
	2015	2016	2017
Reconcilable Cost Items			
Utilities			
Parking Survey			
Janitorial Service			
Surveillance Equip. Ops & Maint.			
Landscape Maintenance			
Elevator Service and Repair			
Security Services			
Property Insurance			
In-house staff and materials			
Pest Management			
Fire & Life Safety			
Other costs & Misc.			
Total - Annual			

Exhibit E - Example Invoice and Reports				
Monthly Invoice - Tacoma Dome Station Garage Maintenance and Operations Costs				
PO# 122608 OS				
Actual Monthly Costs	January 2015	YTD Cost 2015	2015 Budget	Notes
Utilities	\$ -	\$ -	\$ 113,796.00	
Parking Survey	\$ -	\$ -	\$ -	
Non-Routine Repairs	\$ -	\$ -	\$ -	
Janitorial Service	\$ -	\$ -	62,000.00	
Surveillance Equipment Operation and Maintenance	\$ -	\$ -	20,000.00	
Landscape Maintenance	\$ -	\$ -	\$ 2,376.00	
Elevator Service and Repair	\$ -	\$ -	\$ 13,000.00	
Security Services	\$ -	\$ 43,906.33	\$ 502,140.00	* 1/12 of Budget (\$504,201.43)
Property Insurance	\$ 6,078.17	\$ 6,078.17	\$ 57,290.00	* 1/12 of Budget (\$58,658.17)
In-house staff and materials	\$ -	\$ -	\$ 22,400.00	
Pest Management	\$ -	\$ 854.09	\$ 950.00	
Fire & Life Safety	\$ -	\$ -	\$ 300.00	
Other Costs and Miscellaneous	\$ -	\$ 903.37	\$ 2,000.00	
Total Due Pierce Transit	\$ 49,984.50	\$ 51,741.96	\$ 796,252.00	Percentage of budget expended:
				6.50%

EXAMPLE

Example of Tacoma Dome Station Garage Reconciliation - January 2015							
Actual Cost	Vendor	For	Total Invoice	TDS Amount	Pierce Transit	Sound Transit	Total Due
Utilities	PSE	Gas	\$ -	\$ -	\$ -	\$ -	
	TPU TDSE	Water	-	-	\$ -	-	
	TPU TDSE	Garbage	-	-	\$ -	-	
	TPU TDSE	Sewer	-	-	\$ -	-	
	TPU TDSE	Surface Water	-	-	\$ -	-	
	TPU TDSE-B	Water	-	-	\$ -	-	
	TPU TDSE-B	Sewer	-	-	\$ -	-	
	TPU TDSW	Water	-	-	\$ -	-	
	TPU TDSW	Garbage	-	-	\$ -	-	
	TPU TDSW	Sewer	-	-	\$ -	-	
	TPU TDSE	Electricity	-	-	\$ -	-	
	TPU TDSW	Electricity	-	-	\$ -	-	
	Comcast	Data Lines	-	-	\$ -	-	
	CenturyLink	Phone Lines	-	-	\$ -	-	
							\$ -
Parking Survey (to be done in 2016)	TBD		-	-	-	-	-
Non-Routine Repairs (to be started in 2016)	TBD	Long term maintenance work	-	-	-	-	-
Janitorial Service	ACI	Janitorial	-	-	-	-	-
Surveillance Equipment O & M	TSI, Inc.	Maintenance	-	-	-	-	-
	TSI, Inc.		-	-	-	-	-
Landscape Maintenance	Osaka G		-	-	-	-	-
			-	-	-	-	-
Elevator Service & Repair		Maintenance	-	-	-	-	-
		Tax on Mx	-	-	-	-	-
	Kone	Service Call	-	-	-	-	-
	Kone	Tax on Service Call	-	-	-	-	-
Security Services	Pierce Transit	Security	43,906.33	43,906.33	-	43,906.33	43,906.33
Property Insurance	Pierce Transit/WSTIP	Insurance	6,078.17	6,078.17	-	6,078.17	6,078.17
In-house staff and materials	Pierce Transit	Labor	\$ -	\$ -	\$ -	\$ -	
	Pierce Transit	Benefits Exp	-	-	\$ -	\$ -	
	Pierce Transit	Parts	-	-	\$ -	\$ -	
	Pierce Transit	Tax on Parts	-	-	\$ -	\$ -	
		Total Repair/Maint	\$ -	\$ -	\$ -	\$ -	
Pest Management	Terminix	Pest Control	-	-	-	-	-
Fire & Life Safety	SimplexGrinnell	System Test	-	-	-	-	-
Other Costs and Miscellaneous	Aramark Uniform Svc	Rubber Mat	-	-	-	-	-
	Aramark Uniform Svc	Rubber Mat	-	-	-	-	-
Total Due Pierce Transit			\$ 49,984.50	\$ 49,984.50	\$ -	\$ 49,984.50	\$ 49,984.50

EXAMPLE

Exhibit E - Example Monthly Invoice and Reports

Intrusion Detection System Alarm Testing

December 2014

Following are the exceptions noted during security alarm testing conducted on December 16, 2014:

No deficiencies noted during testing.

Certified as accurate:

John Harkins
Transit Security Specialist
12-16-19

12-14 Security Alarm Testing

December 2014

Following are the exceptions noted during security alarm testing conducted on December 12, 2014:

West garage

Level 5 Southwest- Light does not turn on when call box is activated.

East garage

Level 4 Southwest- No identifier tag next to call box.

Level 6 Northeast-Emergency sign next to call box is faded.

Level 6 Southeast- Emergency sign next to call box is faded.

Level 6 Southwest- Emergency sign next to call box is faded.

Bus Island

East Bus Island- no identifier tag next to call box.

Certified as accurate:

SGT Paul Strozewski,
Pierce Transit Department of Public Safety,
12-12-14
PT Public Safety Representative

DECEMBER 2014 SECURITY INCIDENTS AT TDS GARAGE

SIR #	Date	Time	Service Supervisor	Operator	Other PT Employee	Location	Rt #	Run #	Bus #	Agency	Case Status	Action Code	Security Officer	Incident Description	Part I	Part II
201404532	12/2/2014	6:35 PM	N/A	N/A	Strozewski, Paul	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Warning	N/A	Unlawful Transit Conduct (UTC)		X
201404533	12/2/2014	6:58 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Closed	NOE	Bracco, Robert	Consumption in Public Place (Alcohol / Drug Related)		X
201404546	12/3/2014	1:44 PM	N/A	N/A	Strozewski, Paul	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Warning	Bracco, Robert	Unlawful Transit Conduct (UTC)		X
201404557	12/4/2014	2:27 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Closed	Warning	Bracco, Robert	Unlawful Transit Conduct (UTC)		X
201404564	12/4/2014	4:36 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Closed	Warning	Bracco, Robert	Curfew & Loitering Laws (Trespass / Curfew / Loitering)		X
201404572	12/4/2014	11:50 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Warning	Burns, David	Curfew & Loitering Laws (Trespass / Curfew / Loitering)		X
201404573	12/5/2014	6:42 AM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Denial of Service	N/A	Mental Health Contact (Misc Disturbances)		X
201404574	12/5/2014	11:07 AM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Warning	N/A	Trespassing (Trespass / Curfew / Loitering)		X
201404584	12/6/2014	7:52 AM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	PC	Cleared	Arrest Felony	Burns, David	Drug Abuse Violations (Alcohol / Drug Related)		X
201404586	12/6/2014	9:55 AM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Warning	Burns, David	Unlawful Transit Conduct (UTC)		X
201404595	12/7/2014	2:15 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Incident Report	LeFevre, Jason	Unusual Circumstances		X
201404606	12/8/2014	1:13 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Warning	Clabaugh, Michael	Consumption of Marijuana in Public Place (Alcohol / Drug Related)		X
201404610	12/8/2014	4:26 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Closed	Warning	Clabaugh, Michael	Consumption of Marijuana in Public Place (Alcohol / Drug Related)		X
201404619	12/9/2014	11:26 AM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Incident Report	Norman, Andrew	Motor Vehicle Theft (Motor Vehicle Related)	X	
201404629	12/9/2014	3:39 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Closed	Warning	Clabaugh, Michael	Unlawful Transit Conduct (UTC)		X
201404630	12/9/2014	4:42 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Closed	Warning	N/A	Curfew & Loitering Laws (Trespass / Curfew / Loitering)		X
201404643	12/10/2014	9:41 AM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Closed	Arrest Misdemeanor	Norman, Andrew	Attempted Theft (Burglary / Theft / Robbery)	X	
201404645	12/10/2014	10:20 AM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Closed	Warning	N/A	Smoking (UTC)		X
201404662	12/11/2014	12:20 AM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Cleared	Arrest Felony	Bracco, Robert	Sex Crimes		X

Exhibit E: Example of Monthly Invoice and Reports

Exhibit F: Designated Representatives

Designated Representatives

Pierce Transit

Doug Middleton

Chief Operations Officer

Phone: (253) 983-3454

Cell: (253) 973-6628

Email: dmiddleton@piercetransit.org

Barb Hiatt

Senior Executive Assistant

Phone: (253) 983-3445

Cell: (253) 202-6503

Email: bhiatt@piercetransit.org

Sound Transit

Michael Miller

Manager, Customer Facilities and Accessible Services

Phone: (206) 689-4927

Cell: (206) 396-5498

michael.miller@soundtransit.org

EXHIBIT G

TDS GARAGE SECURITY PLAN

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

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

Bike Patrol: Monday through Friday, 0600 to 2400 hours. Roving coverage will be provided for the garage area, both interior and exterior, as well as the bus platform.

Security Sergeant: Monday through Friday, 0800 to 1600 hours day shift and 1600 to 2400 hours swing shift. This position will provide supervision of the six assigned security officers.

Exhibit H: Insurance

Insurance Requirements

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

Insurance Coverage Requirements

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

Automobile Liability Insurance

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

Property Damage Liability Insurance

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

First Party Property Insurance

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

Workers Compensation and Employers Liability Insurance

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

Required Proof of Insurance Coverage and Certifications

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

Exhibit I: Schedule of Deliverables

Biennial due dates	Section number and deliverable
May 31, 2016 (May 31, 2018 Option year)	5.1.2 Complete parking use survey by May 31.
June 30, 2016 (June 30, 2018 Option year)	5.1.2 Reach agreement on proportional sharing of cost for following calendar year by June 30. Pierce Transit will provide a letter of agreement for Sound Transit concurrence and signature.
Recurring annual due dates beginning with earliest	Section number and deliverable
June 30	5.2.2 Pierce Transit will provide a scope of work and cost estimate for non-routine maintenance by June 30.
Nov. 15	5.2.3 Pierce Transit will provide to Sound Transit a preliminary cost template for upcoming three years by Nov. 15.
Nov. 30	5.2.3 Sound Transit will review preliminary cost template and provide comment by Nov. 30.
Dec. 31	5.2.3 Parties will agree on Cost Template for the following year by Dec. 31.
Jan. 15	5.2.3 If agreement is reached, Sound Transit will provide Pierce Transit with signed final Cost Template and prepare a letter of concurrence by Jan. 15.