

## MEMORANDUM OF AGREEMENT

### BETWEEN PIERCE COUNTY AND PIERCE TRANSIT

#### SUPPORTING BEYOND THE BORDERS SPECIAL NEEDS TRANSPORTATION

This memo of agreement (MOA), made and entered into this 1<sup>st</sup> day of January, 2021 by and between Pierce County, hereinafter referred to as the “County”, and the Pierce County Public Transportation Benefit Area (PTBA) Corporation, a Municipal Corporation, hereinafter referred to as “Pierce Transit”(PT), formed under authority of Chapter 36.57A of the Revised Code of Washington, sets forth a common agreement concerning, the development, funding and implementation of coordinated transportation projects, including a “Coordinated Transportation Plan for people with special transportation needs in Pierce County”. This MOA provides for a combination of products, & services in a manner and pursuant to forms of government organization that will accord best geographic, economic, population and other factors influencing the needs and development of local communities.

#### **RECITALS**

**Whereas**, Pierce Transit and the County are both active members of the Pierce County Coordinated Transportation Coalition (PCCTC); and

**Whereas**, the County is the lead agency for developing a Coordinated Transportation Plan for Pierce County in accordance with the Agency Council on Coordinated Transportation (ACCT) guidelines and under the cooperative guidance of the Coalition; and

**Whereas**, the County has received grant funding that supports coordinated transportation projects; and

**Whereas**, both jurisdictions support the cooperative development and implementation of coordinated transportation projects to the extent feasible with limited resources, and serving a variety of community transportation service needs; and

**Whereas**, both parties wish to enter into this MOA, in order to help fund and complete coordinated transportation projects for people with special transportation needs in Pierce County.

**Now therefore**, in consideration of interagency efficiencies, the County and Pierce Transit hereby agree to work jointly to coordinate grants and funding opportunities that support efforts to develop and implement coordinated transportation projects as specified under this MOA.

#### **OBJECTIVE**

The objective of this MOA is to provide funding to support ridership for the Beyond the Borders transportation program from January 1, 2021 through December 31, 2023.

#### **COORDINATED TRANSPORTATION BACKGROUND**

In October of 2000, the Pierce County Coordinated Transportation Coalition (PCCTC) was formed. The Coalition is a diverse group of citizens, transportation providers, human service agencies, local governments, and advocacy groups that are working together to develop a coordinated transportation plan. The mission of the PCCTC is to plan for and develop coordinated transportation services and programs that will achieve increased efficiencies and will be able to provide enhanced mobility and accessibility to a greater number of Pierce County residents, particularly those with special transportation needs. The County is designated as the lead agency for the PCCTC. As lead agency, the County

manages the administrative process to develop and implement a coordinated transportation plan for Pierce County.

This MOA supports and leverages resources and funding for Beyond the Borders. Beyond the Borders has been in operation since 2003 and was the first coordinated transportation project developed by the PCCTC. Pierce Transit has been a supporting partner since the beginning. Beyond the Borders provides connections to Pierce Transit services for those who live outside the PTBA and provides access to destinations not served by Pierce Transit. The program serves individuals with special needs including youth, individuals with disabilities, low income individuals, and seniors. Along with Pierce Transit's contribution, other funding sources include grants from the Washington State Department of Transportation and the Area Agency on Aging. Beyond the Borders received a priority ranking of A from the Puget Sound Regional Council (PSRC) for the 2019-2021 biennium which is the highest project ranking available. This project is included in the Transit Development Plan, as well as in the local and regional (PSRC) Human Services Transportation Plan.

## **RESPONSIBILITY OF THE COUNTY TO PIERCE TRANSIT**

Beyond the Borders shall be managed by Pierce County. The County will be responsible for contracting for services, paying for all goods and services related to the project and fiscal record keeping for Beyond the Borders. The County may request reimbursement for projects defined and agreed to under this MOA. All requests shall include documentation of project costs and/or a copy of all invoices. The County is responsible for documenting and requesting eligible reimbursement under this MOA and submitting requests to Pierce Transit.

## **ADMINISTRATION**

The management of Beyond the Borders shall be under the direction of the County, unless specified otherwise under this MOA. The County has designated Jerri Kelly, Pierce County Human Services, as lead person for this project. Pierce Transit has designated Ausha Potts as Pierce Transit's liaison with the County under this MOA.

## **FUNDING SOURCES and DISTRIBUTION**

Under the terms of this MOA, Pierce Transit will provide up to one hundred and eighty thousand dollars (\$180,000.00) yearly toward Beyond the Borders, as long as Pierce Transit's financial conditions permit this contribution and this funding is allocated in Pierce Transit's budget. The County may use up to 10% of these funds for administrative costs to support this project. Pierce Transit's contribution may not exceed fifty percent (50%) of the local project cost, and may be used to match the County's other available resources including any eligible combination of local, Federal, or State funding to be secured by the County, and subject to grant match requirements. The County shall invoice Pierce Transit for final reconciliation of Pierce Transit's contribution no later than December 31, yearly. Final approval and distribution are subject to meeting all grant requirements.

This MOA does not specify the source of funding used by Pierce Transit to complete obligations identified under this MOA.

## **CONTRACTS FOR BEYOND THE BORDERS**

The County shall have authorization to award and manage contracts. This shall include making payments to contractors and any suppliers. The County shall notify Pierce Transit of any changes in contracts that would change scope of work or timeline for completion of projects under this MOA. The County shall coordinate with Pierce Transit to assure consistency with grant requirements and project intent prior to executing a contract for a project identified under this MOA.

## **INDEMNIFICATION**

Each Party to this MOA shall be responsible for its own acts and/or omissions and those of its employees and agents. No party to this MOA shall be responsible for the acts and/or on entities or individuals not a party to this MOA.

## **TERMINATION**

Either Party may terminate this MOA hereto with 60 days advance written notice sufficient to permit the remaining Party to reasonably assume the responsibilities being performed by the terminating Party. Such termination shall not affect or terminate any other MOA between the parties hereto. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this MOA.

## **NON-DISCRIMINATION**

The parties hereto agree that they shall not participate in any discriminatory action against any employee who is paid by funds indicated in this MOA or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

## **MODIFICATIONS TO THIS MOA**

The County and Pierce Transit may request changes to this MOA. Any such changes that are mutually agreed upon by the Parties to this MOA shall be incorporated herein by written amendment to this MOA.

## **DURATION**

This MOA shall commence upon January 1, 2021 through December 31, 2023, or until both parties agree that the coordinated transportation project has been completed.

## **NOTICES and REQUESTS**

Notices to the County: Until such time as the County notifies Pierce Transit in writing otherwise, all notices to the County required to be given under the terms of this MOA, unless otherwise specified herein, or as may be amended, shall be given in writing, addressed as follows:

John Barbee, Community Services Program Manager  
Pierce County Human Services  
1305 Tacoma Avenue South, Suite 104  
Tacoma, WA 98402

Notices to Pierce Transit: Until such time as Pierce Transit notifies the County in writing otherwise, all notices to Pierce Transit required to be given under the terms of the MOA, unless otherwise specified herein, or as may be amended, shall be given in writing, addressed as follows:

Sue Dreier, Chief Executive Officer  
Pierce Transit  
3701 96<sup>th</sup> St SW  
Lakewood, WA 98499

