

Agenda

Call to Order

Pledge of Allegiance

Roll Call

Presentations

1. August 2019 Operator of the Month ~ Joseph Rochon
Eric Gallagher
Transit Operator Assistant Manager

Special Business

1. FS 2019-049, Donating Surplus Vehicle No. 7234 to The Rescue Mission Pursuant to the Pierce Transit Care-a-Van Program
2. FS 2019-050, Donating Surplus Vehicle No. 7230 to Eatonville Family Agency Pursuant to the Pierce Transit Care-a-Van Program
3. FS 2019-051, Donating Surplus Vehicle No. 7231 to Puyallup Playcare Center Pursuant to the Pierce Transit Care-a-Van Program

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 allowed 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, August 1 through August 31, 2019
2. Minutes: August 12, 2019 Regular Board Meeting
3. FS 2019-052, Authority to Execute a New Interlocal Agreement with the City of Federal Way to Provide Extra Duty Police Services at the Federal Way Transit Center and Other Bus Routes and Bus Stops Located in Federal Way from October 15, 2019 Through December 31, 2023
4. FS 2019-053, Authority to Enter Into and Execute a New Interlocal Agreement with the City of Lakewood to Provide Extra Duty Police Services at Transit Centers, Other Bus Routes and Bus Stops Located in Lakewood from January 1, 2020 Through December 31, 2024

5. FS 2019-054, Housekeeping - Adopting Amendments to Various Sections of the Pierce Transit Bylaws
6. FS 2019-056, Authorizing Execution of Amendment No. 2 to Extend the Sound Transit Express Bus Service Operations and Maintenance Contract Through December 31, 2020

Action Agenda

1. FS 2019-055 (Presentation), Adoption of Revision No. 1 of the Pierce Transit Public Transportation Agency Safety Plan Mike Griffus
E.D of Service and Delivery
2. FS 2019-057 (Presentation), Authority to Implement a One-Year Pilot Program for the Operation of On-Demand Paratransit Services and Authorizing the CEO to Execute a Contract with Medstar Transportation for the Administration, Operation and Delivery of Said Program Mike Griffus
E.D of Service and Delivery

Staff Updates/Discussion

1. CEO's Report Sue Dreier

Informational Board Items

1. Chair Report Chair Woodards
2. Sound Transit Update Commissioners Keel, Dammeier or Woodards
3. PSRC Transportation Policy Board Update Commissioner Anderson
4. Commissioners' Comments Any Commissioner

Executive Session

Adjournment

American Disability Act (ADA) accommodations are available with a 72-hour notice. An interpreter for the hearing impaired will be provided upon request with a minimum notice of two weeks. Please contact the Clerk's office at 253-581-8066 for special accommodations. Meeting room is wheelchair accessible. Registered SHUTTLE customers may obtain specialized transportation to and from the hearing by calling SHUTTLE at 253-581-8000 from one to five days in advance of the hearing.



Special Business



September 2019 Awardees

Rescue Mission

Puyallup Playcare Center

Eatonville Family Agency

TITLE: A Resolution Donating Surplus Vehicle No. 7234 to The Rescue Mission Pursuant to the Pierce Transit Care-a-Van Program

DIVISION: Planning & Community Development

ORIGINATOR: Penny Grellier, Business Partnerships Administrator

RELATED ACTION:

Resolution 15-068 Creating the Care-a-Van Grant Program for Donation of Surplus Vehicles to Qualifying Non-Profit Organizations

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed Agreement

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

2019 Budget Amount
\$0

Required Expenditure
\$0

Impact
\$(4,857)
Estimated Kelley Bluebook value in
"good" condition

Explanation: The following vehicle has been identified by the Maintenance Department as being appropriate for donation through the Care-a-van program, the approximate Kelley Bluebook value of which if sold in "good" condition is:

VIN: 1FBNE31LX8DA96018

Make/Model/Year: Ford E350 2008

Mileage: 158,250

Estimated Kelley Bluebook Value in "good" condition: \$4,857

BACKGROUND:

From time to time, Pierce Transit surpluses rolling stock that has exceeded its useful life for public transit and in the past, Pierce Transit has sold surplus rolling stock at auction for relatively small amounts, because when a vehicle is surplus, it typically is beyond its reasonable service life and usually has little to no appreciable market value. Certain non-profit organizations have expressed a need for and interest in utilizing Pierce Transit's surplus vehicles to provide transportation services to Pierce County residents and visitors.

Pierce Transit has identified the above-listed surplus vehicle as having potential to meet the needs of non-profit organizations based on the vehicle's mileage and maintenance history.

By Resolution 15-068, the Board of Commissioners created the Care-a-van program that provides for the donation of surplus vehicles to certain non-profit organizations expected to utilize the vehicle to defray the cost of Pierce Transit's service, since many of those organizations would be providing trips that would otherwise be provided by Pierce Transit, including trips that would be SHUTTLE eligible. Through the Care-a-van vehicle donation program, interested non-profit organizations have applied for the surplus vehicles through a competitive selection process. In the most recent round of applications, Staff received two applications, has ranked those applications based on established criteria, and recommends awarding this vehicle to The Rescue Mission based on the strength of this organization's application and ranking.

After review and a competitive assessment of the applications, Staff recommends the award of a Care-a-van vehicle to The Rescue Mission. This organization has demonstrated the financial capacity to follow all state and federal laws regarding maintaining and insuring the vehicle and has provided a description of how the vehicle will best meet the transportation needs of Pierce County residents and visitors. This non-profit organization is also able to sign a contract in substantially the same form as Exhibit A hereto.

The Rescue Mission is a nonprofit, charitable organization with the mission to offer hope, help and healing to the most impoverished members of our community. Clients served are homeless men, women and children all extremely low-income, residing in Pierce County. Services include outreach to still-unsheltered homeless neighbors, transporting people to stabilization programs, taking clients to Goodwill Industries for education and employment support, and off-campus programming.

Applications from organizations that meet donation requirements but which did not score high enough to be recommended for a vehicle at this time will be kept on file and considered for future donations.

ALTERNATIVES:

An alternative would be to not award this vehicle, in which case, staff will sell the vehicle(s) at auction.

RECOMMENDATION:

Move to: Approve Resolution No. 2019-027 awarding a Care-a-van vehicle to The Rescue Mission, subject to the terms and conditions of the Care-a-van Agreement in substantially the same form as Exhibit A hereto.

RESOLUTION NO. 2019-027

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Donating Vehicle #7234 to The
2 Rescue Mission.

3 WHEREAS, By Resolution No. 15-068, the Pierce Transit Board of Commissioners adopted the Care-A-
4 Van Program pursuant to which the Agency may donate an otherwise surplussed vehicle to a qualified non-
5 profit organization, provided that the recipient organization agrees, among other contractual requirements, to
6 maintain and insure the vehicle and provide and report on a certain level of transportation services to Pierce
7 County residents and visitors sufficient to cover the approximate value of the surplus vehicle if it were
8 otherwise sold at auction; and

9 WHEREAS, an application has been submitted by The Rescue Mission for donation of a surplus
10 vehicle from the Care-A-Van Program; and

11 WHEREAS, The Rescue Mission is a qualified social service agency organized under and existing
12 pursuant to the laws of the State of Washington; and

13 WHEREAS, after a competitive evaluation process, Pierce Transit staff has recommended that The
14 Rescue Mission be the recipient of a vehicle pursuant to the terms of Pierce Transit's Care-A-Van Grant
15 Program Agreement;

16 WHEREAS, Pierce Transit has a surplus Ford E350 Van, VIN no. 1FBNE31LX8DA96018 (" the Van"), and
17 Pierce Transit's Maintenance Department recommends that the Van be surplussed and has determined that the
18 Van is appropriate for donation through the Care-A-Van program; and

19 WHEREAS, the donation of the Van will aid The Rescue Mission in their work for the community while
20 benefiting Pierce Transit by offsetting transportation services that would otherwise be provided by Pierce Transit
21 at greater expense; and

22 WHEREAS, The Rescue Mission is an organization that provides help, hope and healing to the most
23 impoverished members of our community; and

24 WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of
25 Pierce County that the Van be granted to The Rescue Mission.

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

27 1. The Van is hereby donated to The Rescue Mission pursuant to the terms and conditions in
28 substantially the same form as the Care-A-Van Grant Program Agreement attached hereto as Exhibit A.

AGREEMENT RELATING TO THE CONVEYANCE OF VEHICLE FOR
TRANSIT RELATED SERVICES
PIERCE TRANSIT CARE-A-VAN PROGRAM

THIS AGREEMENT (“Agreement”) dated as of September 9, 2019 (the “Effective Date”) is made by and between Pierce County Public Transportation Benefit Area, a Washington municipal corporation (“Pierce Transit”) and The Rescue Mission a Washington nonprofit corporation with the mission of offering help, hope and healing to the most impoverished members of our community. (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, in order to support its public mission, Pierce Transit desires to increase efficiency, reduce waste and duplication of service and expand and improve the quality of reliable and accessible transportation to better serve the special or other needs of Pierce County residents or visitors to supplement the existing fixed route bus service and paratransit services operated by Pierce Transit within its service area of Pierce County, Washington; and

WHEREAS, an increase in reliable and accessible transportation services will benefit both Pierce Transit and the residents of Pierce County by increasing access to jobs and education, health care, social services and social events for Pierce County residents and better integration of all persons into the economic and social life of the community; and

WHEREAS, pursuant to Pierce Transit Board of Commissioners Resolution No. 15-068, Pierce Transit may, after a competitive evaluation process and subject to Board of Commissioners’ approval, convey title to surplus vehicles to one or more nonprofit corporations that agree to use such vehicle(s) to transport Pierce County residents and visitors on the terms and conditions set forth in this Agreement; and

WHEREAS, Recipient submitted an application to the Pierce Transit Board of Commissioners (“Application”) for a surplus vehicle that Recipient intends to use to provide 167 (#) trips per month for a term of twelve (12) consecutive months (the “Term”) commencing on the Effective Date to individuals who live, work or travel within Pierce County, which transportation services would, if provided by Pierce Transit, exceed the value the vehicle would otherwise have generated had Pierce Transit disposed of the vehicle at public auction; and

WHEREAS, the disposition of the vehicle to Recipient on the terms and conditions set forth in this Agreement is intended to improve the transportation services available in Pierce County and enable Pierce Transit to use the cost savings to make other improvements to transportation services provided within its service area.

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 the same definition as set forth in the Application. Each of the Recitals set forth above is by this reference incorporated herein.
2. Description of the Vehicle. Pierce Transit shall transfer its title to the following described vehicle to Recipient on the Effective Date on the express condition that Recipient provide the transportation services set forth in Section 4 this Agreement during the Term.

Make: Ford

Year: 2008

Model: E350

VIN: 1FBNE31LX8DA96018

Estimated Kelley Bluebook Value if sold at public auction in “good” condition: \$4857

Mileage: 158,250

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

3. Inspection and Evaluation of the Vehicle; “AS IS” Transfer. Pierce Transit has provided Recipient with copies of maintenance records for the Vehicle. Recipient acknowledges that during the Application process it had an opportunity to inspect the Vehicle, and/or had the Vehicle 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 Vehicle based upon Recipient’s inspection and evaluation of the Vehicle 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 Vehicle, including, but not limited to the size, mileage, quality, configuration or condition of, or accessories for, the Vehicle, accuracy or completeness of records for the Vehicle 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 VEHICLE 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 VEHICLE WITH APPLICABLE GOVERNMENTAL LAWS, RULES AND REGULATIONS, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT THE VEHICLE 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 VEHICLE. THERE IS NO WARRANTY OF TITLE TO THE VEHICLE.

4. Use of the Vehicle. In consideration of Pierce Transit’s transfer of all of its right, title and interest to the Vehicle, Recipient shall at all times during the Term of this Agreement:

(a) use the Vehicle solely to provide a minimum of 17 trips per month for twelve consecutive months providing transportation services for passengers who live, work, or travel within Pierce County as described in Recipient’s application for grant of vehicle at Sec. 2, “Description of Proposed Vehicle’s Use” which is attached hereto as Exhibit A and by this reference incorporated herein. All trips must have an origin or destination within Pierce County. Recipient shall not use the Vehicle to provide general transportation services beyond those described in Section 2 and Exhibit A. Recipient shall not use the Vehicle for any other purpose during the Term of this Agreement without the prior written consent of Pierce Transit, which consent may be granted or withheld by Pierce Transit in its sole discretion.

(b) not accept advertising or use or permit the Vehicle or any transit related facilities associated with the Vehicle including transit shelters, bus stops, or maintenance or storage facilities for such Vehicle to be used in a manner that promotes or opposes a political party, the election of any candidate or group of candidates for federal, state or local government offices, or for the promotion of or opposition to any initiative, referendum or other ballot measures.

(c) at its sole cost and expense, obtain all permits, certificates, licenses and approvals that are required under applicable federal, state and local laws to operate the Vehicle to provide transportation services for persons.

(d) operate and maintain the Vehicle in a safe, sanitary and operable condition and in compliance with all applicable federal, state and local laws. All vehicle parts and accessories must be maintained in a safe and proper working condition at all times. Recipient acknowledges that the Vehicle and associated equipment is subject to inspection as required by federal and state law and may be removed from service if the Vehicle is not being operated or maintained in accordance with applicable legal requirements.

(e) utilize and display the Care-a-van decal on the vehicle, which will be provided by Pierce Transit.

(f) ensure that all drivers operating the Vehicle are properly licensed and identified when operating the Vehicle and have the requisite training, qualification and experience to provide safe and reliable transportation to Recipient’s passengers.

(g) preserve and maintain its legal existence and remain qualified as a nonprofit corporation organized and qualified to do business in the State of Washington exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

(h) comply with all applicable federal and state nondiscrimination laws including but not limited to the Americans with Disabilities Act, as amended from time to time and Title 49.60, RCW, Washington Law Against Discrimination.

(i) not sell, transfer, donate or lease the Vehicle or otherwise allow any person who is not an employee of Recipient to operate or use the Vehicle without the express prior written consent of Pierce Transit, which consent shall not be unreasonably withheld if the proposed assignee is a nonprofit corporation with the professional qualifications, financial capacity and creditworthiness to perform the Recipient's obligations hereunder and demonstrates to the satisfaction of Pierce Transit in its sole good faith discretion that the assignee intends to use the Vehicle for a community benefit which improves the transportation services available to Pierce Transit residents comparable to the Recipient's plan of use. The proposed assignee shall also execute an assignment and assumption agreement in form and substance satisfactory to Pierce Transit. Any purposed assignment that fails to comply with the requirements of this Section 4(h) shall be null and void and will have no force and effect.

In the event that Recipient fails to operate, maintain and use the Vehicle in accordance with the provisions of this Section 4, the Parties acknowledge that Pierce Transit would be damaged by such failure by the loss of the estimated sales price it would have received had the Vehicle been sold at public auction and the resulting transportation needs of the passengers Recipient had agreed to transport during the Term, which actual damages would be extremely difficult or impracticable to determine. Therefore by entering into this Agreement, the Parties acknowledge that the Estimated Fair Market Value of the Vehicle set forth in Section 2 above has been agreed upon, after negotiation, as liquidated damages and as the Parties' reasonable estimate of Pierce Transit's monetary damages in the event of a default by Recipient. Any violation of the terms of this Agreement, including, but not limited to the terms of this Section 4, shall constitute an Event of Default under this Agreement and Pierce Transit shall have the right to exercise the rights and remedies set forth in Sections 7(b) and 9 below.

5. Reports. During the Term of this Agreement, Recipient shall provide Pierce Transit with a complete and accurate report on or before the 10th of each month, containing Vehicle odometer readings, number of passengers carried, hours and miles of service and description of trip purpose(s) made by the Vehicle. For purposes of determining the number of qualifying trips, only trips that have an origin or destination within Pierce County shall be included in the monthly reports. Reports shall be submitted to Penny Grellier, Business Partnership Administrator, Pierce Transit, 3701 96th St SW, Lakewood, WA 98499, or emailed to pgrellier@piercetransit.org. Recipient shall also maintain accurate and complete records relating to its ownership, operation and maintenance of the Vehicle including, but not limited to, maintenance records, drivers' logs and hours of service, and pay all fees and file all reports with federal and state regulators as may be required under applicable federal and state law.

6. Photo and Media Release. Pierce Transit make take a photo or photos of the donated vehicle, or the Care-a-van grant Recipient's representatives, at a public meeting or at other venues. Recipient and its representatives consent to Pierce Transit's use of your name, photo and/or likeness for the purpose of

promoting public transportation and the Care-a-van program in advertising, social media, brochures, and the like.

7. Insurance and Security.

(a) At all times during the Term of this Agreement, Recipient shall, at its sole cost and expense, obtain and maintain in full force and effect, the insurance set forth in Exhibit B.

(b) As security for the performance of its obligations under this Agreement, Recipient shall deposit cash, letter of credit, a bond, or other financial security reasonably acceptable to Pierce Transit in the amount of the Estimated Fair Market Value of the Vehicle set forth in Section 2 above (the "Deposit"). The Deposit shall be held by Pierce Transit to secure the faithful performance by Recipient of all of the terms, covenants and conditions of this Agreement to be kept by Recipient during the Term. If Recipient defaults with respect to any provision of this Agreement, including, but not limited to provisions dealing with insurance, reporting or use of the Vehicle, Pierce Transit may (but shall not be required to) use, apply or retain all or any part of the Deposit for the payment of any amount which Pierce Transit may spend by reason of Recipient's default or to compensate Pierce Transit for any other loss or damage which Pierce Transit may suffer by reason of Recipient's default, including, but not limited to, payment of liquidated damages in the amount set forth in Section 2 above. Pierce Transit shall not be required to keep this Deposit separate from its general funds and Recipient shall not be entitled to interest on such deposit. If Recipient shall fully and faithfully perform all of the terms and conditions of this Agreement, Pierce Transit shall return the Deposit or any balance thereof to Recipient within thirty (30) days following the expiration of the Term of this Agreement.

8. Indemnification.

(a) Recipient assumes all liability and all risk of loss resulting from its acceptance of title to the Vehicle and the use and the operation of the Vehicle 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 Vehicle 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 Vehicle 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 8 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 8, all such fees, expenses and costs shall be paid by Recipient.

9. Damage, Loss, or Destruction of Vehicle. In the event that the Vehicle is damaged, lost or destroyed for any reason during the Term of this Agreement, Recipient shall immediately notify Pierce Transit of the occurrence and the extent of the damage and availability of insurance proceeds to repair or replace the Vehicle. Unless Pierce Transit agrees otherwise, the insurance proceeds shall be used solely to repair the Vehicle to substantially the condition it was in immediately prior to such damage or destruction or purchase a replacement vehicle in size and utility comparable to the Vehicle that was damaged or destroyed in which event this Agreement shall remain in full force and effect and Recipient shall use the replacement vehicle solely for the purposes set forth in Section 4 above for the remainder of the Term of this Agreement. In the event that the Vehicle is not repaired or replaced, the insurance proceeds shall be paid first to Pierce Transit in the amount of the Estimated Fair Market Value of the Vehicle set forth in Section 2 above, the remainder shall be retained by Recipient, this Agreement shall terminate and except as otherwise expressly provided herein, neither Party shall have any further rights, duties or obligations under this Agreement. In accord with Section 7 of this agreement, upon termination due to a Vehicle not being repaired or replaced, provided that Recipient has fully and faithfully performed all of the terms and conditions of this Agreement (including payment of any insurance proceeds) Pierce Transit shall return the deposit cash, letter of credit, a bond, or other financial security Deposit or any balance thereof to Recipient within thirty (30) days following the termination of the Agreement.

10. Events of Default; Remedies; DAMAGE EXCLUSIONS AND LIMITATIONS OF LIABILITY.

(a) The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement:

(1) The failure by Recipient to (i) obtain any license, permit or certificate required under applicable law, (ii) pay any fee, or (iii) maintain the insurance required to be provided under Exhibit B to this Agreement which failure continues for a period of ten (10) days after the date such performance or payment was due; or

(2) The failure of Recipient to perform any other covenants, conditions or terms of this Agreement where such failure has continued for thirty (30) days after written notice from Pierce Transit

(b) Upon the occurrence of an Event of Default, Pierce Transit shall have the right to the following remedies:

(1) enforce the provisions of this Agreement through injunctive, declaratory or other equitable relief and/or an action for specific performance, it being understood and agreed between the Parties that the non-monetary obligations of Recipient set forth in this Agreement are unique and that monetary damages would be an insufficient remedy for their breach, and/or

(2) Obtain monetary damages in the amount of the Estimated Fair Market Value of the Vehicle set forth in Section 2 of this Agreement as liquidated damages and not as a penalty and Pierce Transit shall have the right to use and apply the Deposit in payment of such liquidated damages.

(c) 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.

(d) 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 VEHICLE (COLLECTIVELY "CLAIMS"), RECIPIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST PIERCE TRANSIT FOR ANY BREACH OF THIS AGREEMENT OR ANY SUCH CLAIMS SHALL BE LIMITED TO THE ESTIMATED FAIR MARKET VALUE OF THE VEHICLE SET FORTH IN SECTION 2.

(e) The remedies provided in this Section 10 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.

11. Miscellaneous.

(a) This Agreement including Recipient's Application, Exhibits A through B which are attached hereto and by this reference incorporated herein, 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 Vehicle.

(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 shall be in a non-electronic record (except for notices delivered by facsimile), 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 or faxed (provided the fax machine has issued a printed confirmation of receipt). All notices or requests shall be sent as follows:

If to Pierce Transit:

Penny Grellier, Business Partnership Administrator
3701 96th St. SW
Lakewood, WA 98499-4431

With copies to:

Dana Henderson, General Counsel
3701 96th St. SW
Lakewood, WA 98499-4431

If to Recipient : John Humphrey
The Rescue Mission
PO Box 1912
Tacoma, WA 98401

With a copy to:

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 11 (j).

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

(l) WAIVER OF JURY TRIAL. PIERCE TRANSIT AND RECIPIENT HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PIERCE TRANSIT OR RECIPIENT AGAINST THE OTHER.

(m) 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.

SIGNATURES ON FOLLOWING PAGE

PIERCE TRANSIT

BY: _____

TITLE: Susan Dreier
Chief Executive Officer

DATE: _____

RECIPIENT

BY: _____

TITLE:

DATE: _____

EXHIBIT A

Description of Proposed Vehicle's Use

This van will help support several programs of The Rescue Mission, allowing us to expand service provision to men, women and children in our programs. We will be able to better reach our still-unsheltered homeless neighbors, transport people to stabilization programs, take clients to Goodwill Industries for education and employment support, and expand off-campus programming.

EXHIBIT B

Insurance

Prior to the Effective Date of this Agreement and delivery of a certificate of title to the Vehicle, Recipient shall procure and maintain, for the Term of this Agreement, insurance or coverage against loss, theft or claims for damage to the Vehicle and coverage against claims for injuries to persons or damage to property which may arise from and in connection with the rights and privileges granted by this Agreement to Recipient.

By requiring such minimum insurance coverage, Pierce Transit shall not be deemed or construed to have assessed the risks that may be applicable to Recipient under this Agreement. Recipient shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

For All Coverages: The cost of such insurance shall be paid by Recipient. Each insurance policy shall be written on an "Occurrence Form" and Recipient shall be responsible for all deductibles.

(a) Minimum Scope and Limits of Insurance. Recipient shall carry (1) comprehensive first party coverage for loss, theft, or damage to the Vehicle in an amount sufficient to cover the estimated Fair Market Value of the Vehicle; and (2) bodily injury and property damage liability insurance covering the Vehicle with a minimum limit of \$1,000,000 combined single limit coverage, \$2,000,000 aggregate. The insurance policy must include a "uniform motor carrier bodily injury and property damage liability certificate of insurance" endorsement and the insurance agency or company must submit evidence of insurance on a "uniform motor carrier bodily injury and property damage liability certificate of insurance (Form E). Recipient shall also carry worker's compensation insurance, as required by the Industrial Insurance Act of the State of Washington and such other insurance as may be required under applicable federal and state law for persons providing the transportation services described in the Agreement.

(b) Deductibles and Self-Insured Retentions. The deductible and/or self-insured retention of the policies shall not limit or apply to Recipient's liability to Pierce Transit and shall be the sole responsibility of Recipient.

(c) Other Insurance Provisions. The insurance policies required in this Agreement (other than worker's compensation) are to contain, or be endorsed to contain the following provisions:

1. Pierce Transit, its appointed and elected officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Recipient in connection with this Agreement.

2. Insurance coverage shall be primary insurance as respects Pierce Transit, its appointed and elected officers, officials, employees and agents. Any insurance and/or self-insurance maintained by Pierce Transit, its officers, officials, employees or agents should not contribute with Recipient's insurance or benefit Recipient in any way.

3. Recipient's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(d) All Policies: Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits prior to the expiration date of this Agreement, unless thirty (30) days prior notice, return receipt requested, has been given to Pierce Transit and the Washington State Utilities and Transportation Commission, if required. The thirty (30) day notice period will commence to run from the date notice is actually received by Pierce Transit and/or the Commission.

(e) Acceptability of Insurers. All insurance must be placed with an insurance company authorized to issue insurance in the state of Washington. Unless otherwise approved by Pierce Transit, insurance is to be placed with insurers with a Best's rating of no less than A: VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII. If at any time, any of the foregoing policies shall fail to meet the above minimum standards, Recipient shall, upon notice to that effect from Pierce Transit, promptly obtain a new policy and shall submit the same to Pierce Transit, with certificates and endorsements for approval.

(f) Verification of Coverage. Recipient shall furnish Pierce Transit with the certificates of insurance required by this Exhibit B prior to transfer of title to the Vehicle.

TITLE: A Resolution Donating Surplus Vehicle No. 7230 to Eatonville Family Agency Pursuant to the Pierce Transit Care-a-Van Program

DIVISION: Planning & Community Development

ORIGINATOR: Penny Grellier, Business Partnerships Administrator

PRECEDING ACTION:

Resolution 15-068 Creating the Care-a-Van Grant Program for Donation of Surplus Vehicles to Qualifying Non-Profit Organizations.

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed "Agreement"

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

2019 Budget Amount
\$0

Required Expenditure
\$0

Impact
\$(4,857)
Estimated Kelley Bluebook value in
"good" condition

Explanation: The following vehicle has been identified by the Maintenance Department as being appropriate for donation through the Care-a-van program, the approximate Kelley Bluebook value of which if sold in "good" condition is:

VIN: 1FBNE31L88DA96017

Make/Model/Year: Ford E350 2008

Mileage: 156,294

Estimated Kelley Bluebook Value in "good" condition: \$4,857

BACKGROUND:

From time to time, Pierce Transit surpluses rolling stock that has exceeded its useful life for public transit and in the past, Pierce Transit has sold surplus rolling stock at auction for relatively small amounts, because when a vehicle is surplus, it typically is beyond its reasonable service life and usually has little to no appreciable market value. Certain non-profit organizations have expressed a need for and interest in utilizing Pierce Transit's surplus vehicles to provide transportation services to Pierce County residents and visitors.

Pierce Transit has identified the above-listed surplus vehicle as having potential to meet the needs of non-profit organizations based on the vehicle's mileage and maintenance history.

By Resolution 15-068, the Board of Commissioners created the Care-a-van program that provides for the donation of surplus vehicles to certain non-profit organizations expected to utilize the vehicle to defray the cost of Pierce

Transit's service, since many of those organizations would be providing trips that would otherwise be provided by Pierce Transit, including trips that would be SHUTTLE eligible. Through the Care-a-van vehicle donation program, interested non-profit organizations have applied for the surplus vehicles through a competitive selection process. In the most recent round of applications, Staff received two applications, has ranked those applications based on established criteria, and recommends awarding this vehicle to Eatonville Family Agency based on the strength of this organization's application and ranking.

After review and a competitive assessment of the applications, Staff recommends the award of a Care-a-van vehicle to Eatonville Family Agency. This organization has demonstrated the financial capacity to follow all state and federal laws regarding maintaining and insuring the vehicle and has provided a description of how the vehicle will best meet the transportation needs of Pierce County residents and visitors. This non-profit organization is also able to sign a contract in substantially the same form as Exhibit A hereto.

Eatonville Family Agency provides access to resources and food for low-income residents of rural Pierce County. Transportation will be provided for clients to get to medical appointments (including those offered by mobile services), prescription pick-ups and after-school programming.

Applications from organizations that meet donation requirements but which did not score high enough to be recommended for a vehicle at this time will be kept on file and considered for future donations.

ALTERNATIVES:

An alternative would be to not award this vehicle, in which case, staff will sell the vehicle(s) at auction.

RECOMMENDATION:

Move to: Approve Resolution No. 2019-028 awarding a Care-a-van vehicle to Eatonville Family Agency, subject to the terms and conditions of the Care-a-van Agreement in substantially the same form as Exhibit A hereto.

RESOLUTION NO. 2019-028

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Donating Vehicle #7230 to Eatonville
2 Family Agency.

3 WHEREAS, By Resolution No. 15-068, the Pierce Transit Board of Commissioners adopted the Care-A-
4 Van Program pursuant to which the Agency may donate an otherwise surplussed vehicle to a qualified non-
5 profit organization, provided that the recipient organization agrees, among other contractual requirements, to
6 maintain and insure the vehicle and provide and report on a certain level of transportation services to Pierce
7 County residents and visitors sufficient to cover the approximate value of the surplus vehicle if it were
8 otherwise sold at auction; and

9 WHEREAS, an application has been submitted by Eatonville Family Agency for donation of a surplus
10 vehicle from the Care-A-Van Program; and

11 WHEREAS, Eatonville Family Agency is a qualified social service agency organized under and existing
12 pursuant to the laws of the State of Washington; and

13 WHEREAS, after a competitive evaluation process, Pierce Transit staff has recommended that
14 Eatonville Family Agency be the recipient of a vehicle pursuant to the terms of Pierce Transit's Care-A-Van
15 Grant Program Agreement; and

16 WHEREAS, Pierce Transit has a surplus Ford E350 Van, VIN no. 1FBNE31L88DA96017 (" the Van"), and
17 Pierce Transit's Maintenance Department recommends that the Van be surplussed and has determined that the
18 Van is appropriate for donation through the Care-A-Van program; and

19 WHEREAS, the donation of the Van will aid Eatonville Family Agency in their work for the community
20 while benefiting Pierce Transit by offsetting transportation services that would otherwise be provided by Pierce
21 Transit at greater expense; and

22 WHEREAS, Eatonville Family Agency is an organization that provides access to resources and food for
23 low-income residents of rural Pierce County; and

24 WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of
25 Pierce County that the Van be granted to Eatonville Family Agency.

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

27 1. The Van is hereby donated to Eatonville Family Agency pursuant to the terms and conditions in
28 substantially the same form as the Care-A-Van Grant Program Agreement attached hereto as Exhibit A.

AGREEMENT RELATING TO THE CONVEYANCE OF VEHICLE FOR
TRANSIT RELATED SERVICES
PIERCE TRANSIT CARE-A-VAN PROGRAM

THIS AGREEMENT (“Agreement”) dated as of September 9, 2019 (the “Effective Date”) is made by and between Pierce County Public Transportation Benefit Area, a Washington municipal corporation (“Pierce Transit”) and Eatonville Family Agency a Washington nonprofit corporation with the mission of serving individuals, families and senior citizens in need and to reduce the impact of poverty through a variety of social services and community programs (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, in order to support its public mission, Pierce Transit desires to increase efficiency, reduce waste and duplication of service and expand and improve the quality of reliable and accessible transportation to better serve the special or other needs of Pierce County residents or visitors to supplement the existing fixed route bus service and paratransit services operated by Pierce Transit within its service area of Pierce County, Washington; and

WHEREAS, an increase in reliable and accessible transportation services will benefit both Pierce Transit and the residents of Pierce County by increasing access to jobs and education, health care, social services and social events for Pierce County residents and better integration of all persons into the economic and social life of the community; and

WHEREAS, pursuant to Pierce Transit Board of Commissioners Resolution No. 15-068, Pierce Transit may, after a competitive evaluation process and subject to Board of Commissioners’ approval, convey title to surplus vehicles to one or more nonprofit corporations that agree to use such vehicle(s) to transport Pierce County residents and visitors on the terms and conditions set forth in this Agreement; and

WHEREAS, Recipient submitted an application to the Pierce Transit Board of Commissioners (“Application”) for a surplus vehicle that Recipient intends to use to provide 20-30 (#) trips per month for a term of twelve (12) consecutive months (the “Term”) commencing on the Effective Date to individuals who live, work or travel within Pierce County, which transportation services would, if provided by Pierce Transit, exceed the value the vehicle would otherwise have generated had Pierce Transit disposed of the vehicle at public auction; and

WHEREAS, the disposition of the vehicle to Recipient on the terms and conditions set forth in this Agreement is intended to improve the transportation services available in Pierce County and enable Pierce Transit to use the cost savings to make other improvements to transportation services provided within its service area.

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 the same definition as set forth in the Application. Each of the Recitals set forth above is by this reference incorporated herein.
2. Description of the Vehicle. Pierce Transit shall transfer its title to the following described vehicle to Recipient on the Effective Date on the express condition that Recipient provide the transportation services set forth in Section 4 this Agreement during the Term.

Make: Ford

Year: 2008

Model: E350

VIN: 1FBNE31L88DA96017

Estimated Kelley Bluebook Value if sold at public auction in “good” condition: \$4857

Mileage: 156,294

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

3. Inspection and Evaluation of the Vehicle; “AS IS” Transfer. Pierce Transit has provided Recipient with copies of maintenance records for the Vehicle. Recipient acknowledges that during the Application process it had an opportunity to inspect the Vehicle, and/or had the Vehicle 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 Vehicle based upon Recipient’s inspection and evaluation of the Vehicle 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 Vehicle, including, but not limited to the size, mileage, quality, configuration or condition of, or accessories for, the Vehicle, accuracy or completeness of records for the Vehicle 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 VEHICLE 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 VEHICLE WITH APPLICABLE GOVERNMENTAL LAWS, RULES AND REGULATIONS, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT THE VEHICLE 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 VEHICLE. THERE IS NO WARRANTY OF TITLE TO THE VEHICLE.

4. Use of the Vehicle. In consideration of Pierce Transit’s transfer of all of its right, title and interest to the Vehicle, Recipient shall at all times during the Term of this Agreement:

(a) use the Vehicle solely to provide a minimum of 17 trips per month for twelve consecutive months providing transportation services for passengers who live, work, or travel within Pierce County as described in Recipient’s application for grant of vehicle at Sec. 2, “Description of Proposed Vehicle’s Use” which is attached hereto as Exhibit A and by this reference incorporated herein. All trips must have an origin or destination within Pierce County. Recipient shall not use the Vehicle to provide general transportation services beyond those described in Section 2 and Exhibit A. Recipient shall not use the Vehicle for any other purpose during the Term of this Agreement without the prior written consent of Pierce Transit, which consent may be granted or withheld by Pierce Transit in its sole discretion.

(b) not accept advertising or use or permit the Vehicle or any transit related facilities associated with the Vehicle including transit shelters, bus stops, or maintenance or storage facilities for such Vehicle to be used in a manner that promotes or opposes a political party, the election of any candidate or group of candidates for federal, state or local government offices, or for the promotion of or opposition to any initiative, referendum or other ballot measures.

(c) at its sole cost and expense, obtain all permits, certificates, licenses and approvals that are required under applicable federal, state and local laws to operate the Vehicle to provide transportation services for persons.

(d) operate and maintain the Vehicle in a safe, sanitary and operable condition and in compliance with all applicable federal, state and local laws. All vehicle parts and accessories must be maintained in a safe and proper working condition at all times. Recipient acknowledges that the Vehicle and associated equipment is subject to inspection as required by federal and state law and may be removed from service if the Vehicle is not being operated or maintained in accordance with applicable legal requirements.

(e) utilize and display the Care-a-van decal on the vehicle, which will be provided by Pierce Transit.

(f) ensure that all drivers operating the Vehicle are properly licensed and identified when operating the Vehicle and have the requisite training, qualification and experience to provide safe and reliable transportation to Recipient’s passengers.

(g) preserve and maintain its legal existence and remain qualified as a nonprofit corporation organized and qualified to do business in the State of Washington exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

(h) comply with all applicable federal and state nondiscrimination laws including but not limited to the Americans with Disabilities Act, as amended from time to time and Title 49.60, RCW, Washington Law Against Discrimination.

(i) not sell, transfer, donate or lease the Vehicle or otherwise allow any person who is not an employee of Recipient to operate or use the Vehicle without the express prior written consent of Pierce Transit, which consent shall not be unreasonably withheld if the proposed assignee is a nonprofit corporation with the professional qualifications, financial capacity and creditworthiness to perform the Recipient's obligations hereunder and demonstrates to the satisfaction of Pierce Transit in its sole good faith discretion that the assignee intends to use the Vehicle for a community benefit which improves the transportation services available to Pierce Transit residents comparable to the Recipient's plan of use. The proposed assignee shall also execute an assignment and assumption agreement in form and substance satisfactory to Pierce Transit. Any purposed assignment that fails to comply with the requirements of this Section 4(h) shall be null and void and will have no force and effect.

In the event that Recipient fails to operate, maintain and use the Vehicle in accordance with the provisions of this Section 4, the Parties acknowledge that Pierce Transit would be damaged by such failure by the loss of the estimated sales price it would have received had the Vehicle been sold at public auction and the resulting transportation needs of the passengers Recipient had agreed to transport during the Term, which actual damages would be extremely difficult or impracticable to determine. Therefore by entering into this Agreement, the Parties acknowledge that the Estimated Fair Market Value of the Vehicle set forth in Section 2 above has been agreed upon, after negotiation, as liquidated damages and as the Parties' reasonable estimate of Pierce Transit's monetary damages in the event of a default by Recipient. Any violation of the terms of this Agreement, including, but not limited to the terms of this Section 4, shall constitute an Event of Default under this Agreement and Pierce Transit shall have the right to exercise the rights and remedies set forth in Sections 7(b) and 9 below.

5. Reports. During the Term of this Agreement, Recipient shall provide Pierce Transit with a complete and accurate report on or before the 10th of each month, containing Vehicle odometer readings, number of passengers carried, hours and miles of service and description of trip purpose(s) made by the Vehicle. For purposes of determining the number of qualifying trips, only trips that have an origin or destination within Pierce County shall be included in the monthly reports. Reports shall be submitted to Penny Grellier, Business Partnership Administrator, Pierce Transit, 3701 96th St SW, Lakewood, WA 98499, or emailed to pgrellier@piercetransit.org. Recipient shall also maintain accurate and complete records relating to its ownership, operation and maintenance of the Vehicle including, but not limited to, maintenance records, drivers' logs and hours of service, and pay all fees and file all reports with federal and state regulators as may be required under applicable federal and state law.

6. Photo and Media Release. Pierce Transit make take a photo or photos of the donated vehicle, or the Care-a-van grant Recipient's representatives, at a public meeting or at other venues. Recipient and its representatives consent to Pierce Transit's use of your name, photo and/or likeness for the purpose of

promoting public transportation and the Care-a-van program in advertising, social media, brochures, and the like.

7. Insurance and Security.

(a) At all times during the Term of this Agreement, Recipient shall, at its sole cost and expense, obtain and maintain in full force and effect, the insurance set forth in Exhibit B.

(b) As security for the performance of its obligations under this Agreement, Recipient shall deposit cash, letter of credit, a bond, or other financial security reasonably acceptable to Pierce Transit in the amount of the Estimated Fair Market Value of the Vehicle set forth in Section 2 above (the "Deposit"). The Deposit shall be held by Pierce Transit to secure the faithful performance by Recipient of all of the terms, covenants and conditions of this Agreement to be kept by Recipient during the Term. If Recipient defaults with respect to any provision of this Agreement, including, but not limited to provisions dealing with insurance, reporting or use of the Vehicle, Pierce Transit may (but shall not be required to) use, apply or retain all or any part of the Deposit for the payment of any amount which Pierce Transit may spend by reason of Recipient's default or to compensate Pierce Transit for any other loss or damage which Pierce Transit may suffer by reason of Recipient's default, including, but not limited to, payment of liquidated damages in the amount set forth in Section 2 above. Pierce Transit shall not be required to keep this Deposit separate from its general funds and Recipient shall not be entitled to interest on such deposit. If Recipient shall fully and faithfully perform all of the terms and conditions of this Agreement, Pierce Transit shall return the Deposit or any balance thereof to Recipient within thirty (30) days following the expiration of the Term of this Agreement.

8. Indemnification.

(a) Recipient assumes all liability and all risk of loss resulting from its acceptance of title to the Vehicle and the use and the operation of the Vehicle 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 Vehicle 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 Vehicle 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 8 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 8, all such fees, expenses and costs shall be paid by Recipient.

9. Damage, Loss, or Destruction of Vehicle. In the event that the Vehicle is damaged, lost or destroyed for any reason during the Term of this Agreement, Recipient shall immediately notify Pierce Transit of the occurrence and the extent of the damage and availability of insurance proceeds to repair or replace the Vehicle. Unless Pierce Transit agrees otherwise, the insurance proceeds shall be used solely to repair the Vehicle to substantially the condition it was in immediately prior to such damage or destruction or purchase a replacement vehicle in size and utility comparable to the Vehicle that was damaged or destroyed in which event this Agreement shall remain in full force and effect and Recipient shall use the replacement vehicle solely for the purposes set forth in Section 4 above for the remainder of the Term of this Agreement. In the event that the Vehicle is not repaired or replaced, the insurance proceeds shall be paid first to Pierce Transit in the amount of the Estimated Fair Market Value of the Vehicle set forth in Section 2 above, the remainder shall be retained by Recipient, this Agreement shall terminate and except as otherwise expressly provided herein, neither Party shall have any further rights, duties or obligations under this Agreement. In accord with Section 7 of this agreement, upon termination due to a Vehicle not being repaired or replaced, provided that Recipient has fully and faithfully performed all of the terms and conditions of this Agreement (including payment of any insurance proceeds) Pierce Transit shall return the deposit cash, letter of credit, a bond, or other financial security Deposit or any balance thereof to Recipient within thirty (30) days following the termination of the Agreement.

10. Events of Default; Remedies; DAMAGE EXCLUSIONS AND LIMITATIONS OF LIABILITY.

(a) The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement:

(1) The failure by Recipient to (i) obtain any license, permit or certificate required under applicable law, (ii) pay any fee, or (iii) maintain the insurance required to be provided under Exhibit B to this Agreement which failure continues for a period of ten (10) days after the date such performance or payment was due; or

(2) The failure of Recipient to perform any other covenants, conditions or terms of this Agreement where such failure has continued for thirty (30) days after written notice from Pierce Transit

(b) Upon the occurrence of an Event of Default, Pierce Transit shall have the right to the following remedies:

(1) enforce the provisions of this Agreement through injunctive, declaratory or other equitable relief and/or an action for specific performance, it being understood and agreed between the Parties that the non-monetary obligations of Recipient set forth in this Agreement are unique and that monetary damages would be an insufficient remedy for their breach, and/or

(2) Obtain monetary damages in the amount of the Estimated Fair Market Value of the Vehicle set forth in Section 2 of this Agreement as liquidated damages and not as a penalty and Pierce Transit shall have the right to use and apply the Deposit in payment of such liquidated damages.

(c) 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.

(d) 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 VEHICLE (COLLECTIVELY "CLAIMS"), RECIPIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST PIERCE TRANSIT FOR ANY BREACH OF THIS AGREEMENT OR ANY SUCH CLAIMS SHALL BE LIMITED TO THE ESTIMATED FAIR MARKET VALUE OF THE VEHICLE SET FORTH IN SECTION 2.

(e) The remedies provided in this Section 10 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.

11. Miscellaneous.

(a) This Agreement including Recipient's Application, Exhibits A through B which are attached hereto and by this reference incorporated herein, 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 Vehicle.

(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 shall be in a non-electronic record (except for notices delivered by facsimile), 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 or faxed (provided the fax machine has issued a printed confirmation of receipt). All notices or requests shall be sent as follows:

If to Pierce Transit:

Penny Grellier, Business Partnership Administrator
3701 96th St. SW
Lakewood, WA 98499-4431

With copies to:

Dana Henderson, General Counsel
3701 96th St. SW
Lakewood, WA 98499-4431

If to Recipient :
Executive Director
305 Center St. W.
Eatonville, WA 98328

With a copy to:
Operations Manager
305 Center St. W.
Eatonville, WA 98328

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 11 (j).

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

(l) WAIVER OF JURY TRIAL. PIERCE TRANSIT AND RECIPIENT HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PIERCE TRANSIT OR RECIPIENT AGAINST THE OTHER.

(m) 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.

SIGNATURES ON FOLLOWING PAGE

PIERCE TRANSIT

BY: _____

TITLE: Susan Dreier
Chief Executive Officer

DATE: _____

RECIPIENT

BY: _____

TITLE:

DATE: _____

EXHIBIT A

Description of Proposed Vehicle's Use

Our initial goal for use of the Care-A-Van is to get food to our clients living in the furthest corners of our service area. We will begin in Ashford. The 98304 zip code does not benefit from any public transportation and the people with the greatest need for food in that area suffer due to the hardship of personal transportation costs, and the overwhelming distance they live from any sort of public transportation and food pantries. Our beginning goal will be to offer 20 trips per month to the clients in that area. We will need a bit of time to get the project up and running, but will do so as quickly as possible now that we will have a vehicle to make this happen.

EXHIBIT B

Insurance

Prior to the Effective Date of this Agreement and delivery of a certificate of title to the Vehicle, Recipient shall procure and maintain, for the Term of this Agreement, insurance or coverage against loss, theft or claims for damage to the Vehicle and coverage against claims for injuries to persons or damage to property which may arise from and in connection with the rights and privileges granted by this Agreement to Recipient.

By requiring such minimum insurance coverage, Pierce Transit shall not be deemed or construed to have assessed the risks that may be applicable to Recipient under this Agreement. Recipient shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

For All Coverages: The cost of such insurance shall be paid by Recipient. Each insurance policy shall be written on an "Occurrence Form" and Recipient shall be responsible for all deductibles.

(a) Minimum Scope and Limits of Insurance. Recipient shall carry (1) comprehensive first party coverage for loss, theft, or damage to the Vehicle in an amount sufficient to cover the estimated Fair Market Value of the Vehicle; and (2) bodily injury and property damage liability insurance covering the Vehicle with a minimum limit of \$1,000,000 combined single limit coverage, \$2,000,000 aggregate. The insurance policy must include a "uniform motor carrier bodily injury and property damage liability certificate of insurance" endorsement and the insurance agency or company must submit evidence of insurance on a "uniform motor carrier bodily injury and property damage liability certificate of insurance (Form E). Recipient shall also carry worker's compensation insurance, as required by the Industrial Insurance Act of the State of Washington and such other insurance as may be required under applicable federal and state law for persons providing the transportation services described in the Agreement.

(b) Deductibles and Self-Insured Retentions. The deductible and/or self-insured retention of the policies shall not limit or apply to Recipient's liability to Pierce Transit and shall be the sole responsibility of Recipient.

(c) Other Insurance Provisions. The insurance policies required in this Agreement (other than worker's compensation) are to contain, or be endorsed to contain the following provisions:

1. Pierce Transit, its appointed and elected officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Recipient in connection with this Agreement.

2. Insurance coverage shall be primary insurance as respects Pierce Transit, its appointed and elected officers, officials, employees and agents. Any insurance and/or self-insurance maintained by Pierce Transit, its officers, officials, employees or agents should not contribute with Recipient's insurance or benefit Recipient in any way.

3. Recipient's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(d) All Policies: Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits prior to the expiration date of this Agreement, unless thirty (30) days prior notice, return receipt requested, has been given to Pierce Transit and the Washington State Utilities and Transportation Commission, if required. The thirty (30) day notice period will commence to run from the date notice is actually received by Pierce Transit and/or the Commission.

(e) Acceptability of Insurers. All insurance must be placed with an insurance company authorized to issue insurance in the state of Washington. Unless otherwise approved by Pierce Transit, insurance is to be placed with insurers with a Best's rating of no less than A: VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII. If at any time, any of the foregoing policies shall fail to meet the above minimum standards, Recipient shall, upon notice to that effect from Pierce Transit, promptly obtain a new policy and shall submit the same to Pierce Transit, with certificates and endorsements for approval.

(f) Verification of Coverage. Recipient shall furnish Pierce Transit with the certificates of insurance required by this Exhibit B prior to transfer of title to the Vehicle.

TITLE: Donating Surplus Vehicle No. 7231 to Puyallup Playcare Center Pursuant to the Pierce Transit Care-a-Van Program

DIVISION: Planning & Community Development

ORIGINATOR: Penny Grellier, Business Partnerships Administrator

PRECEDING ACTION:

Resolution 15-068 Creating the Care-a-Van Grant Program for Donation of Surplus Vehicles to Qualifying Non-Profit Organizations

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed Agreement

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

2019 Budget Amount	Required Expenditure	Impact
\$0	\$0	\$(4,857)
		Estimated Kelley Bluebook value in "good" condition

Explanation: The following vehicle has been identified by the Maintenance Department as being appropriate for donation through the Care-a-van program, the approximate Kelley Bluebook value of which if sold in "good" condition is:

VIN: 1FBNE31L98DA96009
Make/Model/Year: Ford E350 2008
Mileage: 157,652
Estimated Kelley Bluebook Value in "good" condition: \$4,857

BACKGROUND:

From time to time, Pierce Transit surpluses rolling stock that has exceeded its useful life for public transit and in the past, Pierce Transit has sold surplus rolling stock at auction for relatively small amounts, because when a vehicle is surplus, it typically is beyond its reasonable service life and usually has little to no appreciable market value. Certain non-profit organizations have expressed a need for and interest in utilizing Pierce Transit's surplus vehicles to provide transportation services to Pierce County residents and visitors.

Pierce Transit has identified the above-listed surplus vehicle as having potential to meet the needs of non-profit organizations based on the vehicle's mileage and maintenance history.

By Resolution 15-068, the Board of Commissioners created the Care-a-van program that provides for the donation of surplus vehicles to certain non-profit organizations expected to utilize the vehicle to defray the cost of Pierce Transit's service, since many of those organizations would be providing trips that would otherwise be provided by Pierce Transit, including trips that would be SHUTTLE eligible. Through the Care-a-van vehicle donation program, interested non-profit organizations have applied for the surplus vehicles through a competitive selection process. In the most recent round of applications, Staff received two applications, has ranked those applications based on established criteria, and recommends awarding this vehicle to Puyallup Playcare Center based on the strength of this organization's application and ranking.

After review and a competitive assessment of the applications, Staff recommends the award of a Care-a-van vehicle to Puyallup Playcare Center. This organization has demonstrated the financial capacity to follow all state and federal laws regarding maintaining and insuring the vehicle and has provided a description of how the vehicle will best meet the transportation needs of Pierce County residents and visitors. This non-profit organization is also able to sign a contract in substantially the same form as Exhibit A hereto.

Puyallup Playcare Center serves children and families living and working in eastern Pierce County. They provide child care services to preschool and school-age children and have been a mainstay in the Puyallup area since 1968. Their licensed capacity is 88 children on site at any given time and current total enrollment is 115.

Transportation to and from school, field trips and summer activities is a key part of programming.

Applications from organizations that meet donation requirements, but which did not score high enough to be recommended for a vehicle at this time will be kept on file and considered for future donations.

ALTERNATIVES:

An alternative would be to not award this vehicle, in which case, staff will sell the vehicle(s) at auction.

RECOMMENDATION:

Approve Resolution No. 2019-029, awarding a Care-a-van vehicle to Puyallup Playcare Center, subject to the terms and conditions of the Care-a-van Agreement in substantially the same form as Exhibit A hereto.

RESOLUTION NO. 2019-029

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Donating Vehicle #7231 to
2 Puyallup Playcare Center

3
4 WHEREAS, By Resolution No. 15-068, the Pierce Transit Board of Commissioners adopted the Care-A-
5 Van Program pursuant to which the Agency may donate an otherwise surplussed vehicle to a qualified non-
6 profit organization, provided that the recipient organization agrees, among other contractual requirements, to
7 maintain and insure the vehicle and provide and report on a certain level of transportation services to Pierce
8 County residents and visitors sufficient to cover the approximate value of the surplus vehicle if it were
9 otherwise sold at auction; and

10 WHEREAS, an application has been submitted by Puyallup Playcare Center for donation of a surplus
11 vehicle from the Care-A-Van Program; and

12 WHEREAS, Puyallup Playcare Center is a qualified social service agency organized under and existing
13 pursuant to the laws of the State of Washington; and

14 WHEREAS, after a competitive evaluation process, Pierce Transit staff has recommended that
15 Puyallup Playcare Center be the recipient of a vehicle pursuant to the terms of Pierce Transit's Care-A-Van
16 Grant Program Agreement; and

17 WHEREAS, Pierce Transit has a surplus Ford E350 Van, VIN no. 1FBNE31L98DA96009 (" the Van"), and
18 Pierce Transit's Maintenance Department recommends that the Van be surplussed and has determined that the
19 Van is appropriate for donation through the Care-A-Van program; and

20 WHEREAS, the donation of the Van will aid Puyallup Playcare Center in their work for the community
21 while benefiting Pierce Transit by offsetting transportation services that would otherwise be provided by Pierce
22 Transit at greater expense; and

23 WHEREAS, Puyallup Playcare Center is an organization that provides childcare services to preschool
24 and school-age children in eastern Pierce County; and

25 WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of
26 Pierce County that the Van be granted to Puyallup Playcare Center.

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

28 1. The Van is hereby donated to Puyallup Playcare Center pursuant to the terms and conditions in
29 substantially the same form as the Care-A-Van Grant Program Agreement attached hereto as Exhibit A.

AGREEMENT RELATING TO THE CONVEYANCE OF VEHICLE FOR
TRANSIT RELATED SERVICES
PIERCE TRANSIT CARE-A-VAN PROGRAM

THIS AGREEMENT (“Agreement”) dated as of September 9, 2019 (the “Effective Date”) is made by and between Pierce County Public Transportation Benefit Area, a Washington municipal corporation (“Pierce Transit”) and Puyallup Playcare Center a Washington nonprofit corporation with the mission of serving families and children living and working in eastern Pierce County (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, in order to support its public mission, Pierce Transit desires to increase efficiency, reduce waste and duplication of service and expand and improve the quality of reliable and accessible transportation to better serve the special or other needs of Pierce County residents or visitors to supplement the existing fixed route bus service and paratransit services operated by Pierce Transit within its service area of Pierce County, Washington; and

WHEREAS, an increase in reliable and accessible transportation services will benefit both Pierce Transit and the residents of Pierce County by increasing access to jobs and education, health care, social services and social events for Pierce County residents and better integration of all persons into the economic and social life of the community; and

WHEREAS, pursuant to Pierce Transit Board of Commissioners Resolution No. 15-068, Pierce Transit may, after a competitive evaluation process and subject to Board of Commissioners’ approval, convey title to surplus vehicles to one or more nonprofit corporations that agree to use such vehicle(s) to transport Pierce County residents and visitors on the terms and conditions set forth in this Agreement; and

WHEREAS, Recipient submitted an application to the Pierce Transit Board of Commissioners (“Application”) for a surplus vehicle that Recipient intends to use to provide 480 (#) trips per month for a term of twelve (12) consecutive months (the “Term”) commencing on the Effective Date to individuals who live, work or travel within Pierce County, which transportation services would, if provided by Pierce Transit, exceed the value the vehicle would otherwise have generated had Pierce Transit disposed of the vehicle at public auction; and

WHEREAS, the disposition of the vehicle to Recipient on the terms and conditions set forth in this Agreement is intended to improve the transportation services available in Pierce County and enable Pierce Transit to use the cost savings to make other improvements to transportation services provided within its service area.

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 the same definition as set forth in the Application. Each of the Recitals set forth above is by this reference incorporated herein.
2. Description of the Vehicle. Pierce Transit shall transfer its title to the following described vehicle to Recipient on the Effective Date on the express condition that Recipient provide the transportation services set forth in Section 4 this Agreement during the Term.

Make: Ford

Year: 2008

Model: E350

VIN: 1FBNE31L98DA96009

Estimated Kelley Bluebook Value if sold at public auction in “good” condition: \$4857

Mileage: 157,652

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

3. Inspection and Evaluation of the Vehicle; “AS IS” Transfer. Pierce Transit has provided Recipient with copies of maintenance records for the Vehicle. Recipient acknowledges that during the Application process it had an opportunity to inspect the Vehicle, and/or had the Vehicle 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 Vehicle based upon Recipient’s inspection and evaluation of the Vehicle 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 Vehicle, including, but not limited to the size, mileage, quality, configuration or condition of, or accessories for, the Vehicle, accuracy or completeness of records for the Vehicle 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 VEHICLE 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 VEHICLE WITH APPLICABLE GOVERNMENTAL LAWS, RULES AND REGULATIONS, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT THE VEHICLE 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 VEHICLE. THERE IS NO WARRANTY OF TITLE TO THE VEHICLE.

4. Use of the Vehicle. In consideration of Pierce Transit’s transfer of all of its right, title and interest to the Vehicle, Recipient shall at all times during the Term of this Agreement:

(a) use the Vehicle solely to provide a minimum of 17 trips per month for twelve consecutive months providing transportation services for passengers who live, work, or travel within Pierce County as described in Recipient’s application for grant of vehicle at Sec. 2, “Description of Proposed Vehicle’s Use” which is attached hereto as Exhibit A and by this reference incorporated herein. All trips must have an origin or destination within Pierce County. Recipient shall not use the Vehicle to provide general transportation services beyond those described in Section 2 and Exhibit A. Recipient shall not use the Vehicle for any other purpose during the Term of this Agreement without the prior written consent of Pierce Transit, which consent may be granted or withheld by Pierce Transit in its sole discretion.

(b) not accept advertising or use or permit the Vehicle or any transit related facilities associated with the Vehicle including transit shelters, bus stops, or maintenance or storage facilities for such Vehicle to be used in a manner that promotes or opposes a political party, the election of any candidate or group of candidates for federal, state or local government offices, or for the promotion of or opposition to any initiative, referendum or other ballot measures.

(c) at its sole cost and expense, obtain all permits, certificates, licenses and approvals that are required under applicable federal, state and local laws to operate the Vehicle to provide transportation services for persons.

(d) operate and maintain the Vehicle in a safe, sanitary and operable condition and in compliance with all applicable federal, state and local laws. All vehicle parts and accessories must be maintained in a safe and proper working condition at all times. Recipient acknowledges that the Vehicle and associated equipment is subject to inspection as required by federal and state law and may be removed from service if the Vehicle is not being operated or maintained in accordance with applicable legal requirements.

(e) utilize and display the Care-a-van decal on the vehicle, which will be provided by Pierce Transit.

(f) ensure that all drivers operating the Vehicle are properly licensed and identified when operating the Vehicle and have the requisite training, qualification and experience to provide safe and reliable transportation to Recipient’s passengers.

(g) preserve and maintain its legal existence and remain qualified as a nonprofit corporation organized and qualified to do business in the State of Washington exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

(h) comply with all applicable federal and state nondiscrimination laws including but not limited to the Americans with Disabilities Act, as amended from time to time and Title 49.60, RCW, Washington Law Against Discrimination.

(i) not sell, transfer, donate or lease the Vehicle or otherwise allow any person who is not an employee of Recipient to operate or use the Vehicle without the express prior written consent of Pierce Transit, which consent shall not be unreasonably withheld if the proposed assignee is a nonprofit corporation with the professional qualifications, financial capacity and creditworthiness to perform the Recipient's obligations hereunder and demonstrates to the satisfaction of Pierce Transit in its sole good faith discretion that the assignee intends to use the Vehicle for a community benefit which improves the transportation services available to Pierce Transit residents comparable to the Recipient's plan of use. The proposed assignee shall also execute an assignment and assumption agreement in form and substance satisfactory to Pierce Transit. Any proposed assignment that fails to comply with the requirements of this Section 4(h) shall be null and void and will have no force and effect.

In the event that Recipient fails to operate, maintain and use the Vehicle in accordance with the provisions of this Section 4, the Parties acknowledge that Pierce Transit would be damaged by such failure by the loss of the estimated sales price it would have received had the Vehicle been sold at public auction and the resulting transportation needs of the passengers Recipient had agreed to transport during the Term, which actual damages would be extremely difficult or impracticable to determine. Therefore by entering into this Agreement, the Parties acknowledge that the Estimated Fair Market Value of the Vehicle set forth in Section 2 above has been agreed upon, after negotiation, as liquidated damages and as the Parties' reasonable estimate of Pierce Transit's monetary damages in the event of a default by Recipient. Any violation of the terms of this Agreement, including, but not limited to the terms of this Section 4, shall constitute an Event of Default under this Agreement and Pierce Transit shall have the right to exercise the rights and remedies set forth in Sections 7(b) and 9 below.

5. Reports. During the Term of this Agreement, Recipient shall provide Pierce Transit with a complete and accurate report on or before the 10th of each month, containing Vehicle odometer readings, number of passengers carried, hours and miles of service and description of trip purpose(s) made by the Vehicle. For purposes of determining the number of qualifying trips, only trips that have an origin or destination within Pierce County shall be included in the monthly reports. Reports shall be submitted to Penny Grellier, Business Partnership Administrator, Pierce Transit, 3701 96th St SW, Lakewood, WA 98499, or emailed to pgrellier@piercetransit.org. Recipient shall also maintain accurate and complete records relating to its ownership, operation and maintenance of the Vehicle including, but not limited to, maintenance records, drivers' logs and hours of service, and pay all fees and file all reports with federal and state regulators as may be required under applicable federal and state law.

6. Photo and Media Release. Pierce Transit make take a photo or photos of the donated vehicle, or the Care-a-van grant Recipient's representatives, at a public meeting or at other venues. Recipient and its representatives consent to Pierce Transit's use of your name, photo and/or likeness for the purpose of

promoting public transportation and the Care-a-van program in advertising, social media, brochures, and the like.

7. Insurance and Security.

(a) At all times during the Term of this Agreement, Recipient shall, at its sole cost and expense, obtain and maintain in full force and effect, the insurance set forth in Exhibit B.

(b) As security for the performance of its obligations under this Agreement, Recipient shall deposit cash, letter of credit, a bond, or other financial security reasonably acceptable to Pierce Transit in the amount of the Estimated Fair Market Value of the Vehicle set forth in Section 2 above (the "Deposit"). The Deposit shall be held by Pierce Transit to secure the faithful performance by Recipient of all of the terms, covenants and conditions of this Agreement to be kept by Recipient during the Term. If Recipient defaults with respect to any provision of this Agreement, including, but not limited to provisions dealing with insurance, reporting or use of the Vehicle, Pierce Transit may (but shall not be required to) use, apply or retain all or any part of the Deposit for the payment of any amount which Pierce Transit may spend by reason of Recipient's default or to compensate Pierce Transit for any other loss or damage which Pierce Transit may suffer by reason of Recipient's default, including, but not limited to, payment of liquidated damages in the amount set forth in Section 2 above. Pierce Transit shall not be required to keep this Deposit separate from its general funds and Recipient shall not be entitled to interest on such deposit. If Recipient shall fully and faithfully perform all of the terms and conditions of this Agreement, Pierce Transit shall return the Deposit or any balance thereof to Recipient within thirty (30) days following the expiration of the Term of this Agreement.

8. Indemnification.

(a) Recipient assumes all liability and all risk of loss resulting from its acceptance of title to the Vehicle and the use and the operation of the Vehicle 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 Vehicle 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 Vehicle 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 8 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 8, all such fees, expenses and costs shall be paid by Recipient.

9. Damage, Loss, or Destruction of Vehicle. In the event that the Vehicle is damaged, lost or destroyed for any reason during the Term of this Agreement, Recipient shall immediately notify Pierce Transit of the occurrence and the extent of the damage and availability of insurance proceeds to repair or replace the Vehicle. Unless Pierce Transit agrees otherwise, the insurance proceeds shall be used solely to repair the Vehicle to substantially the condition it was in immediately prior to such damage or destruction or purchase a replacement vehicle in size and utility comparable to the Vehicle that was damaged or destroyed in which event this Agreement shall remain in full force and effect and Recipient shall use the replacement vehicle solely for the purposes set forth in Section 4 above for the remainder of the Term of this Agreement. In the event that the Vehicle is not repaired or replaced, the insurance proceeds shall be paid first to Pierce Transit in the amount of the Estimated Fair Market Value of the Vehicle set forth in Section 2 above, the remainder shall be retained by Recipient, this Agreement shall terminate and except as otherwise expressly provided herein, neither Party shall have any further rights, duties or obligations under this Agreement. In accord with Section 7 of this agreement, upon termination due to a Vehicle not being repaired or replaced, provided that Recipient has fully and faithfully performed all of the terms and conditions of this Agreement (including payment of any insurance proceeds) Pierce Transit shall return the deposit cash, letter of credit, a bond, or other financial security Deposit or any balance thereof to Recipient within thirty (30) days following the termination of the Agreement.

10. Events of Default; Remedies; DAMAGE EXCLUSIONS AND LIMITATIONS OF LIABILITY.

(a) The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement:

(1) The failure by Recipient to (i) obtain any license, permit or certificate required under applicable law, (ii) pay any fee, or (iii) maintain the insurance required to be provided under Exhibit B to this Agreement which failure continues for a period of ten (10) days after the date such performance or payment was due; or

(2) The failure of Recipient to perform any other covenants, conditions or terms of this Agreement where such failure has continued for thirty (30) days after written notice from Pierce Transit

(b) Upon the occurrence of an Event of Default, Pierce Transit shall have the right to the following remedies:

(1) enforce the provisions of this Agreement through injunctive, declaratory or other equitable relief and/or an action for specific performance, it being understood and agreed between the Parties that the non-monetary obligations of Recipient set forth in this Agreement are unique and that monetary damages would be an insufficient remedy for their breach, and/or

(2) Obtain monetary damages in the amount of the Estimated Fair Market Value of the Vehicle set forth in Section 2 of this Agreement as liquidated damages and not as a penalty and Pierce Transit shall have the right to use and apply the Deposit in payment of such liquidated damages.

(c) 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.

(d) 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 VEHICLE (COLLECTIVELY "CLAIMS"), RECIPIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST PIERCE TRANSIT FOR ANY BREACH OF THIS AGREEMENT OR ANY SUCH CLAIMS SHALL BE LIMITED TO THE ESTIMATED FAIR MARKET VALUE OF THE VEHICLE SET FORTH IN SECTION 2.

(e) The remedies provided in this Section 10 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.

11. Miscellaneous.

(a) This Agreement including Recipient's Application, Exhibits A through B which are attached hereto and by this reference incorporated herein, 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 Vehicle.

(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 shall be in a non-electronic record (except for notices delivered by facsimile), 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 or faxed (provided the fax machine has issued a printed confirmation of receipt). All notices or requests shall be sent as follows:

If to Pierce Transit:

Penny Grellier, Business Partnership Administrator
3701 96th St. SW
Lakewood, WA 98499-4431

With copies to:

Dana Henderson, General Counsel
3701 96th St. SW
Lakewood, WA 98499-4431

If to Recipient :

Nancy Handy
Puyallup Playcare Center
120 McElroy Place
Puyallup, WA 98371
With a copy to:

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 11 (j).

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

(l) WAIVER OF JURY TRIAL. PIERCE TRANSIT AND RECIPIENT HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PIERCE TRANSIT OR RECIPIENT AGAINST THE OTHER.

(m) 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.

SIGNATURES ON FOLLOWING PAGE

PIERCE TRANSIT

BY: _____

TITLE: Susan Dreier
Chief Executive Officer

DATE: _____

RECIPIENT

BY: _____

TITLE:

DATE: _____

EXHIBIT A

Description of Proposed Vehicle's Use

Puyallup Playcare Center currently utilizes three 15-passenger vans to take students to Meeker, Maplewood and Fruitland elementary schools. We need to replace the oldest van with this Care-A-Van vehicle to ensure a safe, reliable, affordable means of transportation for the children we serve. The van will be used to transport school-age children to and from school five days per week. It will also help transport preschool children year-round and for school-age field trips in the summer.

EXHIBIT B

Insurance

Prior to the Effective Date of this Agreement and delivery of a certificate of title to the Vehicle, Recipient shall procure and maintain, for the Term of this Agreement, insurance or coverage against loss, theft or claims for damage to the Vehicle and coverage against claims for injuries to persons or damage to property which may arise from and in connection with the rights and privileges granted by this Agreement to Recipient.

By requiring such minimum insurance coverage, Pierce Transit shall not be deemed or construed to have assessed the risks that may be applicable to Recipient under this Agreement. Recipient shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

For All Coverages: The cost of such insurance shall be paid by Recipient. Each insurance policy shall be written on an "Occurrence Form" and Recipient shall be responsible for all deductibles.

(a) Minimum Scope and Limits of Insurance. Recipient shall carry (1) comprehensive first party coverage for loss, theft, or damage to the Vehicle in an amount sufficient to cover the estimated Fair Market Value of the Vehicle; and (2) bodily injury and property damage liability insurance covering the Vehicle with a minimum limit of \$1,000,000 combined single limit coverage, \$2,000,000 aggregate. The insurance policy must include a "uniform motor carrier bodily injury and property damage liability certificate of insurance" endorsement and the insurance agency or company must submit evidence of insurance on a "uniform motor carrier bodily injury and property damage liability certificate of insurance (Form E). Recipient shall also carry worker's compensation insurance, as required by the Industrial Insurance Act of the State of Washington and such other insurance as may be required under applicable federal and state law for persons providing the transportation services described in the Agreement.

(b) Deductibles and Self-Insured Retentions. The deductible and/or self-insured retention of the policies shall not limit or apply to Recipient's liability to Pierce Transit and shall be the sole responsibility of Recipient.

(c) Other Insurance Provisions. The insurance policies required in this Agreement (other than worker's compensation) are to contain, or be endorsed to contain the following provisions:

1. Pierce Transit, its appointed and elected officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Recipient in connection with this Agreement.

2. Insurance coverage shall be primary insurance as respects Pierce Transit, its appointed and elected officers, officials, employees and agents. Any insurance and/or self-insurance maintained by Pierce Transit, its officers, officials, employees or agents should not contribute with Recipient's insurance or benefit Recipient in any way.

3. Recipient's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(d) All Policies: Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits prior to the expiration date of this Agreement, unless thirty (30) days prior notice, return receipt requested, has been given to Pierce Transit and the Washington State Utilities and Transportation Commission, if required. The thirty (30) day notice period will commence to run from the date notice is actually received by Pierce Transit and/or the Commission.

(e) Acceptability of Insurers. All insurance must be placed with an insurance company authorized to issue insurance in the state of Washington. Unless otherwise approved by Pierce Transit, insurance is to be placed with insurers with a Best's rating of no less than A: VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII. If at any time, any of the foregoing policies shall fail to meet the above minimum standards, Recipient shall, upon notice to that effect from Pierce Transit, promptly obtain a new policy and shall submit the same to Pierce Transit, with certificates and endorsements for approval.

(f) Verification of Coverage. Recipient shall furnish Pierce Transit with the certificates of insurance required by this Exhibit B prior to transfer of title to the Vehicle.



Consent Agenda

PIERCE TRANSIT
Board Payments Over \$50,000
Payments From: Aug 1, 2019 to Aug 31, 2019

Cash and Investment Balance: 96,528,366.26

Payment Numbers CK 00370487 through CK 00370915
 No Advance Travel Checks
 Wire Numbers EFT 00002563 through EFT 00002635
 Total \$6,456,235.59

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

Operating Fund

	Check	Vendor	Item/Service	Amount
CHK	00370496	BRIDGESTONE AMERICA	DAMAGED TIRES 06/19	65,885.67
CHK	00370512	CUMMINS INC	MISC BUS INVENTORY	55,185.11
CHK	00370589	WA ST DEPT OF L & I	SELF INS RPT Q219	47,161.62
CHK	00370664	PACIFIC POWER PRODUCTS	MISC BUS INVENTORY	55,156.38
CHK	00370703	ATU LOCAL 758 CORP	EMP DED PP17 2019	51,284.32
CHK	00370752	LAKEVIEW LIGHT & POWER CO	PWR 3701 06/04-07/03/19	87,509.96
CHK	00370775	PIERCE COUNTY BUDGET & FINANCE	POLICING SERVICES 06/19	293,122.00
CHK	00370810	VOYAGER FLEET SYSTEMS INC	VANPOOL FUEL 08/01/19	84,515.64
CHK	00370841	COST MANAGEMENT SERVICES INC	CNG 07/19	85,807.37
CHK	00370855	GILLIG LLC	MISC BUS INVENTORY	50,481.74
CHK	00370903	TECHNICAL SECURITY INTEGRATION	LABOR AT 95 PER HOUR	57,112.14
EFT	00002573	GREAT WEST RETIREMENT	PP 16 2019 EMPPOWER	73,885.14
EFT	00002574	ICMA RETIREMENT	PP 16 2019 ICMA	183,588.55
EFT	00002578	ASSOCIATED PETROLEUM	DIESEL/UNLEADED	127,131.10
EFT	00002607	GREAT WEST RETIREMENT	PP 17 2019 EMPPOWER	74,330.06
EFT	00002608	ICMA RETIREMENT	PP 17 2019 ICMA	202,319.31
EFT	00002612	US BANK CORPORATE PAYMENT SYST	MISC BUSN EXPENSES	103,530.49
EFT	00002613	AWC	AWC BGLI AUG 2019	1,205,242.77
EFT	00002616	ASSOCIATED PETROLEUM	MISC BUSN EXPENSES	89,116.98
EFT	00002619	FIRST TRANSIT	FIRST TRANSIT FAREBOX 0719	508,998.56
EFT	00002628	SOUND TRANSIT	ST FAREBOX REV JULY 2019	146,046.41
Payments for Fund 1 Total				3,647,411.32
Self Insurance Fund				

	Check	Vendor	Item/Service	Amount
CHK	00370589	WA ST DEPT OF L & I	SELF INS RPT Q219	30,664.60
Payments for Fund 4 Total				30,664.60
Capital Fund				

	Check	Vendor	Item/Service	Amount
CHK	00370515	DKS ASSOCIATES	ENG SVCS TSP 05/19	89,167.40
EFT	00002567	NORTHWEST BUS SALES INC.	INSTALL WIRING 5201-5221	386,850.00
EFT	00002598	HUITT-ZOLLARS INC.	PROF SVC NEPA/SEAP 06/19	58,942.54
EFT	00002600	NORTHWEST BUS SALES INC.	ADD WIRING 5208-5225	386,850.00
EFT	00002605	WA ST TRANSIT INSURANCE POOL	PROFS SVC CAWS 07/19	133,338.97
EFT	00002606	DCS TECHNOLOGIES, INC.	EQUIPMENT CAWS	58,135.82
EFT	00002612	US BANK CORPORATE PAYMENT SYST	REAL TIME SIGNS	6,948.07
Payments for Fund 9 Total				1,120,232.80

Total Payments in Excess of \$50,000.00 **4,798,308.72**

Pierce Transit
 Payment Certification for Aug 31, 2019
 Payments Aug 1, 2019 through Aug 31, 2019

Payment Numbers CK 00370487 through CK 00370915
 NO ADVANCE TRAVEL CHECKS
 Wire Numbers EFT 00002563 through EFT 00002635

Bank ID	Check Number	Check Date	Amount	Vendor Name
01	CHK 00370487	08/01/2019	1,659.42	AGREEMENT DYNAMICS INC
01	CHK 00370488	08/01/2019	2,995.00	ANA LABORATORIES INC
01	CHK 00370489	08/01/2019	476.97	APOLLO VIDEO TECHNOLOGY
01	CHK 00370490	08/01/2019	2,601.36	ARNOLD'S HAPPY DAYS
01	CHK 00370491	08/01/2019	300.00	ASIA PACIFIC CULTURAL CENTER
01	CHK 00370492	08/01/2019	1,975.00	ATU LOCAL 758 CORP
01	CHK 00370493	08/01/2019	33.86	AUTO PLUS PARTS
01	CHK 00370494	08/01/2019	2,369.44	BATTERY SYSTEMS
01	CHK 00370495	08/01/2019	147.22	BLANCHARD AUTO ELECTRIC CO
01	CHK 00370496	08/01/2019	65,885.67	BRIDGESTONE AMERICA
01	CHK 00370497	08/01/2019	180.00	BUILDERS EXCHANGE OF WA
01	CHK 00370498	08/01/2019	498.50	CALIFORNIA STATE DISBURSEMENT
01	CHK 00370499	08/01/2019	1,191.30	CHAPTER 13 TRUSTEE
01	CHK 00370500	08/01/2019	811.67	CHILD SUPPORT ENFORCEMEN
01	CHK 00370501	08/01/2019	127.29	CHRISTINE BARRY
01	CHK 00370502	08/01/2019	85.00	CHRISTOPHER COLLINS
01	CHK 00370503	08/01/2019	159.44	CINTAS FIRE PROTECTION
01	CHK 00370504	08/01/2019	9,530.62	CITY TREASURER - TPU
01	CHK 00370505	08/01/2019	5,784.05	COLONIAL SUPPLEMENTAL LIFE
01	CHK 00370506	08/01/2019	88.58	COMCAST
01	CHK 00370507	08/01/2019	88.58	COMCAST
01	CHK 00370508	08/01/2019	238.58	COMCAST
01	CHK 00370509	08/01/2019	1,779.21	COMMERCIAL BRAKE & CLUTCH
01	CHK 00370510	08/01/2019	57.51	COMM ON POLITICAL EDUCATION
01	CHK 00370511	08/01/2019	168.00	COMMUNITY TRANSIT
01	CHK 00370512	08/01/2019	55,185.11	CUMMINS INC
01	CHK 00370513	08/01/2019	266.01	CUSTOM IMPRESSIONS
01	CHK 00370514	08/01/2019	172.80	DAILY JOURNAL OF COMMERCE INC
01	CHK 00370515	08/01/2019	89,167.40	DKS ASSOCIATES
01	CHK 00370516	08/01/2019	261.19	DRIVELINES NW INC
01	CHK 00370517	08/01/2019	75.00	DSHS
01	CHK 00370518	08/01/2019	3,747.29	EMERALD SERVICES, INC
01	CHK 00370519	08/01/2019	38.00	EMMA MARIA SARTIN
01	CHK 00370520	08/01/2019	50.00	EMPLOYMENT SECURITY DEPA
01	CHK 00370521	08/01/2019	1,364.61	FINISHMASTER, INC
01	CHK 00370524	08/01/2019	3,026.53	GALLS LLC
01	CHK 00370525	08/01/2019	826.62	GENES TOWING CORP
01	CHK 00370526	08/01/2019	1,292.20	GENFARE
01	CHK 00370527	08/01/2019	190.24	GILCHRIST CHEVROLET
01	CHK 00370528	08/01/2019	14,248.48	GILLIG LLC
01	CHK 00370529	08/01/2019	911.75	GRAINGER
01	CHK 00370530	08/01/2019	4,291.00	HIGH LINE SOFTWARE INC
01	CHK 00370531	08/01/2019	838.18	HULTZ BHU ENGINEERS INC.
01	CHK 00370532	08/01/2019	708.75	IAM & AW
01	CHK 00370533	08/01/2019	47.45	IDAHO CHILD SUPPORT RECEIPTING
01	CHK 00370534	08/01/2019	870.00	INTERNAL REVENUE SERVICE
01	CHK 00370535	08/01/2019	98.90	JASON LEFVRE
01	CHK 00370536	08/01/2019	290.00	JUSTIN CAMARATA
01	CHK 00370537	08/01/2019	14,203.08	JENCO DEVELOPMENT
01	CHK 00370538	08/01/2019	38,931.38	KING COUNTY FINANCE
01	CHK 00370539	08/01/2019	44,750.00	KING COUNTY METRO TRANSIT
01	CHK 00370540	08/01/2019	8,300.00	KITSAP TRANSIT
01	CHK 00370541	08/01/2019	264.48	KLEEN BLAST
01	CHK 00370542	08/01/2019	8,781.96	KORUM FORD
01	CHK 00370543	08/01/2019	203.67	LAKEVIEW LIGHT & POWER CO
01	CHK 00370544	08/01/2019	78.00	LAURIE LANGLOIS
01	CHK 00370545	08/01/2019	484.97	LUMINATOR MASS TRANSIT LLC
01	CHK 00370546	08/01/2019	14,268.40	MACHINISTS HEALTH &
01	CHK 00370547	08/01/2019	2,320.77	MALLORY SAFETY & SUPPLY LLC
01	CHK 00370548	08/01/2019	10,115.00	MARY C. ADAMS CONSULTING
01	CHK 00370549	08/01/2019	1,449.23	MICHAEL G MALAIER
01	CHK 00370550	08/01/2019	844.33	MOHAWK MFG & SUPPLY
01	CHK 00370551	08/01/2019	95.54	MOOD MEDIA
01	CHK 00370552	08/01/2019	597.48	MUNCIE RECLAMATION & SUPPLY CO
01	CHK 00370553	08/01/2019	136.40	NH DEPT OF H & HS
01	CHK 00370554	08/01/2019	1,744.60	NORTHWEST IAM BENEFIT TRUST
01	CHK 00370555	08/01/2019	1,086.03	NYS CHILD SUPPORT PROCESSING
01	CHK 00370556	08/01/2019	61.22	OWEN EQUIPMENT
01	CHK 00370557	08/01/2019	4,963.50	PACIFIC POWER PRODUCTS
01	CHK 00370558	08/01/2019	625.57	PACIFIC TORQUE
01	CHK 00370559	08/01/2019	64.98	PLATT ELECTRIC SUPPLY
01	CHK 00370560	08/01/2019	571.60	PRINT NW
01	CHK 00370561	08/01/2019	507.79	PROTECTION 1
01	CHK 00370562	08/01/2019	1,734.87	PUGET SOUND ENERGY
01	CHK 00370563	08/01/2019	26.56	R E AUTO ELECTRIC
01	CHK 00370564	08/01/2019	133.05	SEATTLE AUTOMOTIVE DIST.
01	CHK 00370565	08/01/2019	2,033.15	SENTINEL PEST CONTROL INC
01	CHK 00370566	08/01/2019	9,453.96	SNIDER ENERGY
01	CHK 00370567	08/01/2019	3,595.50	SOURCE PANEL
01	CHK 00370568	08/01/2019	1,527.35	SOUTH TACOMA GLASS

01	CHK 00370569	08/01/2019	2,196.38 STAPLES
01	CHK 00370570	08/01/2019	2,418.43 CORI LAFRANCHI
01	CHK 00370571	08/01/2019	9,961.88 SUNRISE SYSTEMS ELECTRONICS CO
01	CHK 00370572	08/01/2019	4,585.31 TACOMA COMMUNITY COLLEGE
01	CHK 00370573	08/01/2019	1,952.44 TACOMA DODGE CHRYSLER JEEP
01	CHK 00370574	08/01/2019	4,553.03 TACOMA MALL PARTNERSHIP
01	CHK 00370575	08/01/2019	328.56 TACOMA SCREW
01	CHK 00370576	08/01/2019	3,882.00 TACOMA URBAN LEAGUE
01	CHK 00370577	08/01/2019	335.00 TX CHILD SUPPORT SDU
01	CHK 00370579	08/01/2019	49,136.39 THE AFTERMARKET PARTS CO LLC
01	CHK 00370580	08/01/2019	1,048.35 THERMO KING NW INC
01	CHK 00370581	08/01/2019	7,006.13 TWO BUSY TO COOK CATERING LLC
01	CHK 00370582	08/01/2019	125.80 UNIFIRST CORPORATION
01	CHK 00370583	08/01/2019	733.00 UNITED WAY OF PIERCE COUNTY
01	CHK 00370584	08/01/2019	7,324.66 VERIZON WIRELESS
01	CHK 00370585	08/01/2019	14,028.75 VERIZON WIRELESS
01	CHK 00370586	08/01/2019	3,657.57 VERIZON WIRELESS
01	CHK 00370587	08/01/2019	911.85 VERIZON WIRELESS
01	CHK 00370588	08/01/2019	5,449.15 VIX TECHNOLOGY USA INC
01	CHK 00370589	08/01/2019	77,826.22 WA ST DEPT OF L & I
01	CHK 00370590	08/01/2019	2,162.50 DEPT OF L & I - RIGHT TO KNOW
01	CHK 00370591	08/01/2019	41,415.13 EMPLOYMENT SECURITY DEPT WASHI
01	CHK 00370592	08/01/2019	1,427.03 WAXIE SANITARY SUPPLY
01	CHK 00370593	08/01/2019	2,998.39 WESTERN PETERBILT
01	CHK 00370594	08/01/2019	42.20 WILLIAMS OIL FILTER
01	CHK 00370595	08/01/2019	250.00 XIAOGUANG XHANG
01	CHK 00370596	08/09/2019	1,295.00 STUDIO 3MW PARTNERS LLC
01	CHK 00370597	08/09/2019	1,893.59 4IMPRINT
01	CHK 00370598	08/09/2019	1,125.00 A & E IMAGING
01	CHK 00370599	08/09/2019	1,574.30 ALLSTREAM
01	CHK 00370600	08/09/2019	30.74 AT&T
01	CHK 00370601	08/09/2019	49.99 AT&T
01	CHK 00370602	08/09/2019	31.08 AT&T
01	CHK 00370603	08/09/2019	280.20 AT&T
01	CHK 00370604	08/09/2019	2,585.80 AXLETECHTRUCK TRAILER TRANSIT
01	CHK 00370605	08/09/2019	547.44 BATTERY SYSTEMS
01	CHK 00370606	08/09/2019	3,485.55 BRIDGESTONE AMERICA
01	CHK 00370607	08/09/2019	60.04 CENTURY LINK
01	CHK 00370608	08/09/2019	21,551.70 CITY OF FEDERAL WAY
01	CHK 00370609	08/09/2019	1,487.93 CITY OF GIG HARBOR
01	CHK 00370610	08/09/2019	39,377.08 CITY OF LAKEWOOD
01	CHK 00370611	08/09/2019	1,339.41 CITY TREASURER - TPU
01	CHK 00370612	08/09/2019	15,790.50 CITY OF TACOMA
01	CHK 00370613	08/09/2019	260.61 CLF WAREHOUSE
01	CHK 00370614	08/09/2019	1,638.00 CLINICAL REFERENCE LABORATORY
01	CHK 00370615	08/09/2019	270.64 COMCAST
01	CHK 00370616	08/09/2019	138.58 COMCAST
01	CHK 00370617	08/09/2019	817.09 COMMERCIAL BRAKE & CLUTCH
01	CHK 00370618	08/09/2019	86.00 COMMUNITY TRANSIT
01	CHK 00370619	08/09/2019	77.01 CORNWELL TOOL
01	CHK 00370620	08/09/2019	144.29 CROWN CREATIVE MARKETING
01	CHK 00370621	08/09/2019	2,828.75 CSCHED
01	CHK 00370622	08/09/2019	22,000.59 CUMMINS INC
01	CHK 00370623	08/09/2019	98.40 DAILY JOURNAL OF COMMERCE INC
01	CHK 00370624	08/09/2019	256.00 DARYL EIDINGER
01	CHK 00370625	08/09/2019	289.35 DATABAR INC
01	CHK 00370626	08/09/2019	46.66 DENNIS DIXON
01	CHK 00370627	08/09/2019	657.03 DM RECYCLING CO INC
01	CHK 00370628	08/09/2019	256.00 DONALD L ANDERSON
01	CHK 00370629	08/09/2019	339.42 DRIVELINES NW INC
01	CHK 00370630	08/09/2019	1,463.86 EMERALD SERVICES, INC
01	CHK 00370631	08/09/2019	146.53 ERIK NEILS CORRECTIONAL OFFICE
01	CHK 00370632	08/09/2019	4.29 FEDERAL EXPRESS CORP
01	CHK 00370633	08/09/2019	245.35 FINISHMASTER, INC
01	CHK 00370634	08/09/2019	1,635.99 FOOTPRINT PROMOTIONS INC.
01	CHK 00370635	08/09/2019	314.65 FRUITLAND MUTUAL WATER COMPANY
01	CHK 00370636	08/09/2019	1,759.58 GALLS LLC
01	CHK 00370637	08/09/2019	702.62 GENES TOWING CORP
01	CHK 00370638	08/09/2019	616.79 GENFARE
01	CHK 00370639	08/09/2019	13.11 GILCHRIST CHEVROLET
01	CHK 00370640	08/09/2019	13,748.05 GILLIG LLC
01	CHK 00370641	08/09/2019	263.12 GRAINGER
01	CHK 00370642	08/09/2019	5,206.78 HAROLD LEMAY ENTERPRISES
01	CHK 00370643	08/09/2019	82.56 HI-STRENGTH BOLT
01	CHK 00370644	08/09/2019	4,808.00 IWG TOWERS ASSETS I LLC
01	CHK 00370645	08/09/2019	131.12 JACOB UMEMOTO
01	CHK 00370646	08/09/2019	203.64 JANEK CORPORATION
01	CHK 00370647	08/09/2019	549.50 JENIFFER CAPRO
01	CHK 00370648	08/09/2019	147.83 KARIANN NGUYEN
01	CHK 00370649	08/09/2019	178.76 LAWSON PRODUCTS INC
01	CHK 00370650	08/09/2019	645.00 KING COUNTY METRO TRANSIT
01	CHK 00370651	08/09/2019	171.03 KING COUNTY FINANCE
01	CHK 00370652	08/09/2019	547.17 KORUM FORD
01	CHK 00370653	08/09/2019	35.00 LAURA NAKAMURA
01	CHK 00370654	08/09/2019	7,197.19 LYFT INC
01	CHK 00370655	08/09/2019	1,177.19 MALLORY SAFETY & SUPPLY LLC
01	CHK 00370656	08/09/2019	295.03 MCGUIRE BEARING CO
01	CHK 00370657	08/09/2019	1,275.65 MOHAWK MFG & SUPPLY
01	CHK 00370658	08/09/2019	128.00 NANCY HENDERSON
01	CHK 00370659	08/09/2019	3,000.00 NEOFUNDS

01	CHK 00370660	08/09/2019	382.62	NORMED
01	CHK 00370661	08/09/2019	3,084.98	NORTHWEST PUMP & EQUIPMENT CO
01	CHK 00370662	08/09/2019	11,803.34	NS CORPORATION
01	CHK 00370663	08/09/2019	5,145.67	OFFICE DEPOT CORP
01	CHK 00370664	08/09/2019	55,156.38	PACIFIC POWER PRODUCTS
01	CHK 00370665	08/09/2019	510.38	PACIFIC TORQUE
01	CHK 00370666	08/09/2019	21,528.34	PETROCARD SYSTEMS INC
01	CHK 00370667	08/09/2019	5,617.87	PIERCE COUNTY BUDGET & FINANCE
01	CHK 00370668	08/09/2019	5,298.79	PIERCE COUNTY SEWER
01	CHK 00370669	08/09/2019	71.57	PLATT ELECTRIC SUPPLY
01	CHK 00370670	08/09/2019	2,211.81	QBSI-XEROX
01	CHK 00370671	08/09/2019	1,231.27	R E AUTO ELECTRIC
01	CHK 00370672	08/09/2019	32.88	RAINIER SUPPLY
01	CHK 00370673	08/09/2019	78.79	REFRIGERATION SUPPLY DIST
01	CHK 00370674	08/09/2019	147.83	ROBERT JOHNSON
01	CHK 00370675	08/09/2019	128.00	ROBIN FARRIS
01	CHK 00370676	08/09/2019	128.00	RYAN MELLO
01	CHK 00370677	08/09/2019	306.69	SEATTLE AUTOMOTIVE DIST.
01	CHK 00370678	08/09/2019	356.93	SHERWIN-WILLIAMS (LKWD, CEDR)
01	CHK 00370679	08/09/2019	159.71	SHERWIN-WILLIAMS (S TAC WAY)
01	CHK 00370680	08/09/2019	801.89	SNIDER ENERGY
01	CHK 00370681	08/09/2019	951.35	SPIKA
01	CHK 00370682	08/09/2019	1,256.06	STAPLES
01	CHK 00370683	08/09/2019	72.93	TACOMA DAILY INDEX
01	CHK 00370684	08/09/2019	128.29	TACOMA DODGE CHRYSLER JEEP
01	CHK 00370685	08/09/2019	593.31	TACOMA SCREW
01	CHK 00370686	08/09/2019	158.66	TERRYBERRY MANUFACTURING JEWEL
01	CHK 00370688	08/09/2019	26,915.16	THE AFTERMARKET PARTS CO LLC
01	CHK 00370689	08/09/2019	34.44	TRANSLITE ENTERPRISES
01	CHK 00370690	08/09/2019	324.00	UNIFIRST CORPORATION
01	CHK 00370691	08/09/2019	128.00	VICTORIA R WOODARDS
01	CHK 00370692	08/09/2019	248.50	WA ST DEPT OF LICENSING
01	CHK 00370693	08/09/2019	466.50	WA ST DEPT OF LICENSING
01	CHK 00370694	08/09/2019	1,317.70	WESMAR
01	CHK 00370695	08/09/2019	353.92	WESTERN FLUID COMPONENTS
01	CHK 00370696	08/09/2019	669.56	WESTERN PETERBILT
01	CHK 00370697	08/09/2019	80.36	WILLIAMS OIL FILTER
01	CHK 00370698	08/09/2019	935.77	WJE
01	CHK 00370699	08/16/2019	75.00	AIRGAS-NOR PAC INC
01	CHK 00370700	08/16/2019	203.94	ALPINE PRODUCTS INC
01	CHK 00370701	08/16/2019	193.37	ALTRO USA, INC
01	CHK 00370702	08/16/2019	1,897.97	APOLLO VIDEO TECHNOLOGY
01	CHK 00370703	08/16/2019	51,284.32	ATU LOCAL 758 CORP
01	CHK 00370704	08/16/2019	10,483.88	ATWORK! COMMERCIAL ENTERPRISES
01	CHK 00370705	08/16/2019	5,162.09	AUDIOSEARS CORPORATION
01	CHK 00370706	08/16/2019	1,705.65	BATTERY SYSTEMS
01	CHK 00370707	08/16/2019	53.08	BLANCHARD AUTO ELECTRIC CO
01	CHK 00370708	08/16/2019	248.84	BUNCE RENTALS INC
01	CHK 00370709	08/16/2019	498.50	CALIFORNIA STATE DISBURSEMENT
01	CHK 00370710	08/16/2019	72.01	CENTURY LINK
01	CHK 00370711	08/16/2019	617.62	CENTURY LINK
01	CHK 00370712	08/16/2019	7,374.48	CENTURY LINK
01	CHK 00370713	08/16/2019	1,191.30	CHAPTER 13 TRUSTEE
01	CHK 00370714	08/16/2019	811.67	CHILD SUPPORT ENFORCEMENT
01	CHK 00370715	08/16/2019	4,480.60	CITY TREASURER - TPU
01	CHK 00370716	08/16/2019	199.50	CITY TREASURER POB 11367
01	CHK 00370717	08/16/2019	76.57	CLF WAREHOUSE
01	CHK 00370718	08/16/2019	733.75	CLINICAL REFERENCE LABORATORY
01	CHK 00370719	08/16/2019	88.53	COMCAST
01	CHK 00370720	08/16/2019	153.53	COMCAST
01	CHK 00370721	08/16/2019	155.57	COMCAST
01	CHK 00370722	08/16/2019	450.72	COMMERCIAL BRAKE & CLUTCH
01	CHK 00370723	08/16/2019	1,722.09	CUDA WASHINGTON
01	CHK 00370724	08/16/2019	21,438.17	CUMMINS INC
01	CHK 00370725	08/16/2019	512.00	CURVED GLASS COMPANY
01	CHK 00370726	08/16/2019	250.00	CYBERSOURCE CORP.
01	CHK 00370727	08/16/2019	520.80	DAILY JOURNAL OF COMMERCE INC
01	CHK 00370728	08/16/2019	29,875.50	DKS ASSOCIATES
01	CHK 00370729	08/16/2019	318.55	DM RECYCLING CO INC
01	CHK 00370730	08/16/2019	3,000.00	DOWNTOWN ON THE GO
01	CHK 00370731	08/16/2019	75.00	DSHS
01	CHK 00370732	08/16/2019	126.40	ELEMENT 14
01	CHK 00370733	08/16/2019	50.00	EMPLOYMENT SECURITY DEPA
01	CHK 00370734	08/16/2019	3,295.36	FINISHMASTER, INC
01	CHK 00370735	08/16/2019	7,356.00	FITNESS INTERACTIVE EXPERIENCE
01	CHK 00370736	08/16/2019	91.21	GALLS LLC
01	CHK 00370737	08/16/2019	2,727.85	GENES TOWING CORP
01	CHK 00370738	08/16/2019	2,218.03	GENFARE
01	CHK 00370739	08/16/2019	134.23	GILCHRIST CHEVROLET
01	CHK 00370740	08/16/2019	13,837.78	GILLIG LLC
01	CHK 00370741	08/16/2019	592.75	GRAINGER
01	CHK 00370742	08/16/2019	34,566.19	GRAYBAR ELECTRIC
01	CHK 00370743	08/16/2019	109.89	HARBOR FREIGHT TOOLS
01	CHK 00370744	08/16/2019	971.18	HAROLD LEMAY ENTERPRISES
01	CHK 00370745	08/16/2019	111.42	HOME DEPOT CREDIT SERVICES
01	CHK 00370746	08/16/2019	47.45	IDAHO CHILD SUPPORT RECEIPTING
01	CHK 00370747	08/16/2019	870.00	INTERNAL REVENUE SERVICE
01	CHK 00370748	08/16/2019	289.55	JAMES GUERRERO ARCHITECT
01	CHK 00370749	08/16/2019	290.00	JEREMY ESCALANTE
01	CHK 00370750	08/16/2019	23.00	JOSE ROMAN

01	CHK 00370751	08/16/2019	13,327.44 KPFF CONSULTING ENGINEERS
01	CHK 00370752	08/16/2019	87,509.96 LAKEVIEW LIGHT & POWER CO
01	CHK 00370753	08/16/2019	71.44 LARSEN SIGN COMPANY
01	CHK 00370754	08/16/2019	879.20 LARSON DODGE
01	CHK 00370755	08/16/2019	203.40 LEMAY MOBILE SHREDDING
01	CHK 00370756	08/16/2019	3,478.24 LEVEL 3 (CENTURY LINK)
01	CHK 00370757	08/16/2019	669.17 LOWE'S COMPANIES INC
01	CHK 00370758	08/16/2019	89.62 LUMINATOR MASS TRANSIT LLC
01	CHK 00370759	08/16/2019	908.47 METAL SUPERMARKETS
01	CHK 00370760	08/16/2019	1,449.23 MICHAEL G MALAIER
01	CHK 00370761	08/16/2019	577.93 MINUTEMAN PRESS
01	CHK 00370762	08/16/2019	62.84 MOHAWK MFG & SUPPLY
01	CHK 00370763	08/16/2019	40.97 MOUNTAIN MIST WATER
01	CHK 00370764	08/16/2019	80.09 MOUNTAIN MIST WATER
01	CHK 00370765	08/16/2019	224.65 MUNCIE RECLAMATION & SUPPLY CO
01	CHK 00370766	08/16/2019	17,698.08 HARNISH GROUP INC
01	CHK 00370767	08/16/2019	136.40 NH DEPT OF H & HS
01	CHK 00370768	08/16/2019	1,086.03 NYS CHILD SUPPORT PROCESSING
01	CHK 00370769	08/16/2019	15,848.23 PACIFIC POWER PRODUCTS
01	CHK 00370770	08/16/2019	2,726.41 PACIFIC TORQUE
01	CHK 00370771	08/16/2019	17.47 PACIFIC WELDING SUPPLY INC
01	CHK 00370772	08/16/2019	1,900.50 PACIFICA LAW GROUP
01	CHK 00370773	08/16/2019	21,520.38 PARAMETRIX ENGINEERING
01	CHK 00370774	08/16/2019	292.50 PENINSULA LIGHT
01	CHK 00370775	08/16/2019	293,122.00 PIERCE COUNTY BUDGET & FINANCE
01	CHK 00370776	08/16/2019	2,863.90 PRINT NW
01	CHK 00370777	08/16/2019	141.77 PROTECTION 1
01	CHK 00370778	08/16/2019	48.60 PROTERRA INC
01	CHK 00370779	08/16/2019	10,522.19 PUGET SOUND ENERGY
01	CHK 00370780	08/16/2019	683.72 QUALITY PRESS
01	CHK 00370781	08/16/2019	1,502.82 R E AUTO ELECTRIC
01	CHK 00370782	08/16/2019	4,672.77 REX PEGG FABRICS INC
01	CHK 00370783	08/16/2019	9.75 RICK LYNCH
01	CHK 00370784	08/16/2019	2,500.00 RPAI US MANAGEMENT LLC
01	CHK 00370785	08/16/2019	2,905.97 SHERWIN-WILLIAMS (LKWD, CEDR)
01	CHK 00370786	08/16/2019	3,270.00 SIMON AND COMPANY INC
01	CHK 00370787	08/16/2019	595.11 SNAP-ON TOOLS - Robert Mustain
01	CHK 00370788	08/16/2019	26,563.62 SNIDER ENERGY
01	CHK 00370789	08/16/2019	373.36 SONITROL PACIFIC
01	CHK 00370790	08/16/2019	18,500.00 SOURCE PANEL
01	CHK 00370791	08/16/2019	540.24 SOUTH TACOMA GLASS
01	CHK 00370792	08/16/2019	420.00 T-MOBILE USA, INC
01	CHK 00370793	08/16/2019	132.20 TACOMA DAILY INDEX
01	CHK 00370794	08/16/2019	3,103.43 TACOMA DODGE CHRYSLER JEEP
01	CHK 00370795	08/16/2019	2,350.00 TACOMA PIERCE COUNTY CHAMBER
01	CHK 00370796	08/16/2019	168.58 TACOMA SCREW
01	CHK 00370797	08/16/2019	73.63 TERMINIX COMMERCIAL
01	CHK 00370798	08/16/2019	182.93 TERMINIX COMMERCIAL
01	CHK 00370799	08/16/2019	110.20 TERMINIX COMMERCIAL
01	CHK 00370800	08/16/2019	110.20 TERMINIX COMMERCIAL
01	CHK 00370801	08/16/2019	546.73 TX CHILD SUPPORT SDU
01	CHK 00370803	08/16/2019	24,562.08 THE AFTERMARKET PARTS CO LLC
01	CHK 00370804	08/16/2019	107.15 THE LINEUP
01	CHK 00370805	08/16/2019	1,242.90 THERMO KING NW INC
01	CHK 00370806	08/16/2019	370.89 TRISH MACOMBER
01	CHK 00370807	08/16/2019	772.45 UNIFIRST CORPORATION
01	CHK 00370808	08/16/2019	2,516.00 UNITED SITE SERVICES (Everson)
01	CHK 00370809	08/16/2019	733.00 UNITED WAY OF PIERCE COUNTY
01	CHK 00370810	08/16/2019	84,515.64 VOYAGER FLEET SYSTEMS INC
01	CHK 00370811	08/16/2019	158.25 WA ST DEPT OF LICENSING
01	CHK 00370812	08/16/2019	466.50 WA ST DEPT OF LICENSING
01	CHK 00370813	08/16/2019	1,670.26 WALTER E NELSON CO.
01	CHK 00370814	08/16/2019	382.03 WESTERN PETERBILT
01	CHK 00370815	08/16/2019	978.89 WILLIAMS OIL FILTER
01	CHK 00370816	08/16/2019	16,157.87 WSP USA, INC.
01	CHK 00370817	08/16/2019	4,184.58 XEROX FINANCIAL SERVICES
01	CHK 00370818	08/16/2019	983.25 JONATHAN BRANDLEY
01	CHK 00370819	08/22/2019	68.48 20/10 PRODUCTS, INC
01	CHK 00370820	08/22/2019	208.21 ALLSTREAM
01	CHK 00370821	08/22/2019	233.24 ALPINE PRODUCTS INC
01	CHK 00370822	08/22/2019	2,054.13 AMERICAN AIR FILTER
01	CHK 00370823	08/22/2019	562.30 AMERICAN PARTY PLACE
01	CHK 00370824	08/22/2019	426.19 ANIXTER
01	CHK 00370825	08/22/2019	17,810.39 APOLLO VIDEO TECHNOLOGY
01	CHK 00370826	08/22/2019	6,000.00 APTA
01	CHK 00370827	08/22/2019	1,070.00 ASSET CONTROL
01	CHK 00370828	08/22/2019	118.80 AT&T
01	CHK 00370829	08/22/2019	28.36 AT&T
01	CHK 00370830	08/22/2019	11,541.05 AWC EMPLOYEE BENEFIT TRUST
01	CHK 00370831	08/22/2019	390.15 BERG SCAFFOLDING CO INC
01	CHK 00370832	08/22/2019	202.56 BUNCE RENTALS INC
01	CHK 00370833	08/22/2019	31,871.00 CDW GOVERNMENT INC
01	CHK 00370834	08/22/2019	5,130.21 CITY TREASURER - TPU
01	CHK 00370835	08/22/2019	27.65 CLF WAREHOUSE
01	CHK 00370836	08/22/2019	88.53 COMCAST
01	CHK 00370837	08/22/2019	148.58 COMCAST
01	CHK 00370838	08/22/2019	9,404.97 COMCAST
01	CHK 00370839	08/22/2019	9,404.97 COMCAST
01	CHK 00370840	08/22/2019	1,180.44 COMMERCIAL BRAKE & CLUTCH
01	CHK 00370841	08/22/2019	85,807.37 COST MANAGEMENT SERVICES INC

01	CHK 00370842	08/22/2019	11,274.00 CSCHED
01	CHK 00370843	08/22/2019	14,029.17 CUMMINS INC
01	CHK 00370844	08/22/2019	616.35 DATABAR INC
01	CHK 00370845	08/22/2019	89.00 DISH
01	CHK 00370846	08/22/2019	834.22 DYNAMIC COLLECTORS INC
01	CHK 00370847	08/22/2019	750.13 ELEMENT 14
01	CHK 00370848	08/22/2019	50.00 FORMFOX, INC.
01	CHK 00370849	08/22/2019	147.93 FREIGHTLINER NORTHWEST PACIFIC
01	CHK 00370850	08/22/2019	321.03 GALLS LLC
01	CHK 00370851	08/22/2019	1,611.90 GENES TOWING CORP
01	CHK 00370852	08/22/2019	86.58 GENFARE
01	CHK 00370853	08/22/2019	79.74 GILCHRIST CHEVROLET
01	CHK 00370855	08/22/2019	50,481.74 GILLIG LLC
01	CHK 00370856	08/22/2019	5,500.00 GORDON THOMAS HONEYWELL
01	CHK 00370857	08/22/2019	2,889.95 GRAINGER
01	CHK 00370858	08/22/2019	365.18 GROENEVELD LUBRICATION SOLUTIO
01	CHK 00370859	08/22/2019	142.86 HARBOR FREIGHT TOOLS
01	CHK 00370860	08/22/2019	32.31 HORIZON IRRIGATION AND TURF SO
01	CHK 00370861	08/22/2019	1,125.00 HUBSPOT, INC.
01	CHK 00370862	08/22/2019	100.00 INTERNATIONAL PAPER
01	CHK 00370863	08/22/2019	230.80 JANEK CORPORATION
01	CHK 00370864	08/22/2019	97.39 JOHNSTONE SUPPLY
01	CHK 00370865	08/22/2019	36.09 L.N. CURTIS & SONS
01	CHK 00370866	08/22/2019	7,024.70 LAKEWOOD WATER DISTRICT
01	CHK 00370867	08/22/2019	32.97 LARSEN SIGN COMPANY
01	CHK 00370868	08/22/2019	163.01 LYFT INC
01	CHK 00370869	08/22/2019	2,086.78 MALLORY SAFETY & SUPPLY LLC
01	CHK 00370870	08/22/2019	294.20 MCGUIRE BEARING CO
01	CHK 00370871	08/22/2019	20.42 MICHELLE SASS
01	CHK 00370872	08/22/2019	1,681.06 MOHAWK MFG & SUPPLY
01	CHK 00370873	08/22/2019	1,994.95 MULTI-CRAFT PLASTICS
01	CHK 00370874	08/22/2019	109.94 MUNCIE RECLAMATION & SUPPLY CO
01	CHK 00370875	08/22/2019	555.00 NATIONAL BARRICADE COMPANY LLC
01	CHK 00370876	08/22/2019	235.41 NORTHWEST LIFT & EQUIPMENT
01	CHK 00370877	08/22/2019	301.56 NORTHWEST PUMP & EQUIPMENT CO
01	CHK 00370878	08/22/2019	163.97 OFFICE DEPOT CORP
01	CHK 00370879	08/22/2019	150.00 OFFICE OF MINORITY & WOMEN'S
01	CHK 00370880	08/22/2019	281.33 PACIFIC TORQUE
01	CHK 00370881	08/22/2019	4,211.25 PARAMETRIX ENGINEERING
01	CHK 00370882	08/22/2019	226.82 PARKLAND LIGHT & WATER CO
01	CHK 00370883	08/22/2019	42,959.35 PETROCARD SYSTEMS INC
01	CHK 00370884	08/22/2019	5,468.06 PIERCE COUNTY BUDGET & FINANCE
01	CHK 00370885	08/22/2019	170.50 PLATT ELECTRIC SUPPLY
01	CHK 00370886	08/22/2019	1,306.27 PRINT NW
01	CHK 00370887	08/22/2019	56.38 PROTERRA INC
01	CHK 00370888	08/22/2019	248.07 PUGET SOUND ENERGY
01	CHK 00370889	08/22/2019	3,148.86 R E AUTO ELECTRIC
01	CHK 00370890	08/22/2019	243.57 REDDAWAY
01	CHK 00370891	08/22/2019	3,017.48 REX PEGG FABRICS INC
01	CHK 00370892	08/22/2019	376.92 SCA PACIFIC INC
01	CHK 00370893	08/22/2019	4,205.13 SHERWIN-WILLIAMS (LKWD, CEDR)
01	CHK 00370894	08/22/2019	4,103.90 SIGNDOG
01	CHK 00370895	08/22/2019	241.32 SIX ROBBLEES INC
01	CHK 00370896	08/22/2019	5,548.86 SNIDER ENERGY
01	CHK 00370897	08/22/2019	500.00 SOURCE PANEL
01	CHK 00370898	08/22/2019	6,018.98 SOUTH TACOMA GLASS
01	CHK 00370899	08/22/2019	3,908.08 STAPLES
01	CHK 00370900	08/22/2019	398.55 TACOMA DODGE CHRYSLER JEEP
01	CHK 00370901	08/22/2019	7,500.00 TACOMA MALL PARTNERSHIP
01	CHK 00370902	08/22/2019	1,466.33 TACOMA SCREW
01	CHK 00370903	08/22/2019	57,112.14 TECHNICAL SECURITY INTEGRATION
01	CHK 00370905	08/22/2019	35,672.06 THE AFTERMARKET PARTS CO LLC
01	CHK 00370906	08/22/2019	123.81 THERMO KING NW INC
01	CHK 00370907	08/22/2019	1,200.89 UNIFIRST CORPORATION
01	CHK 00370908	08/22/2019	2,916.00 VIRICITI
01	CHK 00370909	08/22/2019	3,181.86 VIX TECHNOLOGY USA INC
01	CHK 00370910	08/22/2019	706.67 VOLCANIC MANUFACTURING
01	CHK 00370911	08/22/2019	363.24 WSDOT
01	CHK 00370912	08/22/2019	1,899.40 WALTER E NELSON CO.
01	CHK 00370913	08/22/2019	1,156.16 WESTERN FLUID COMPONENTS
01	CHK 00370914	08/22/2019	2,086.53 WESTERN PETERBILT
01	CHK 00370915	08/22/2019	320.00 WSTA
01	EFT 00002563	08/01/2019	27,653.00 ACI CUSTODIAL INC
01	EFT 00002564	08/01/2019	908.13 ASSOCIATED PETROLEUM
01	EFT 00002565	08/01/2019	40,391.34 HUITT-ZOLLARS INC.
01	EFT 00002566	08/01/2019	348.02 LARSCO INC
01	EFT 00002567	08/01/2019	386,850.00 NORTHWEST BUS SALES INC.
01	EFT 00002568	08/01/2019	190.68 SCHETKY NORTHWEST SALES INC
01	EFT 00002569	08/01/2019	22.22 SEATTLE AUTOMOTIVE DIST.
01	EFT 00002570	08/01/2019	91.55 STANDARD PARTS CORP
01	EFT 00002571	08/01/2019	15.00 VEHICLE MAINTENANCE PROGRAM
01	EFT 00002572	08/06/2019	7,000.00 EAGLES TALENT CONNECTION INC
01	EFT 00002573	08/07/2019	73,885.14 GREAT WEST RETIREMENT
01	EFT 00002574	08/07/2019	183,588.55 ICMA RETIREMENT
01	EFT 00002575	08/07/2019	16,169.60 NAVIA BENEFIT SOLUTIONS
01	EFT 00002576	08/07/2019	5,995.62 TACOMA EMPLOYEES RETIREMENT SY
01	EFT 00002577	08/07/2019	6,236.41 WA ST CHILD SUPPORT REGISTRY
01	EFT 00002578	08/09/2019	127,131.10 ASSOCIATED PETROLEUM
01	EFT 00002579	08/09/2019	492.59 BRATWEAR
01	EFT 00002580	08/09/2019	893.49 GUARDIAN SECURITY GROUP INC

01	EFT	00002581	08/09/2019	1,194.00	HOPTHRU INC
01	EFT	00002582	08/09/2019	1,384.00	INTERCITY TRANSIT
01	EFT	00002583	08/09/2019	390.86	LARSCO INC
01	EFT	00002584	08/09/2019	450.00	PUBLIC SAFETY SELECTION, PC
01	EFT	00002585	08/09/2019	32,970.00	REMIX SOFTWARE INC
01	EFT	00002586	08/09/2019	164.85	SIR SPEEDY
01	EFT	00002587	08/09/2019	5,965.87	SOUND TRANSIT
01	EFT	00002588	08/09/2019	757.93	STANDARD PARTS CORP
01	EFT	00002589	08/09/2019	2,185.00	SUMMIT LAW GROUP PLLC
01	EFT	00002590	08/09/2019	1,252.83	SUPERION LLC
01	EFT	00002591	08/09/2019	2,206.72	TINY'S TIRE
01	EFT	00002592	08/09/2019	2,155.68	VEHICLE MAINTENANCE PROGRAM
01	EFT	00002593	08/16/2019	383.56	ALLIED BODY WORKS INC
01	EFT	00002594	08/16/2019	579.17	ALLIED ELECTRONICS
01	EFT	00002595	08/16/2019	2,736.96	CONSOLIDATED PRESS
01	EFT	00002596	08/16/2019	184.00	DRUG FREE BUSINESS
01	EFT	00002597	08/16/2019	2,213.60	GTT COMMUNICATIONS
01	EFT	00002598	08/16/2019	58,942.54	HUITT-ZOLLARS INC.
01	EFT	00002599	08/16/2019	690.00	INTERCITY TRANSIT
01	EFT	00002600	08/16/2019	386,850.00	NORTHWEST BUS SALES INC.
01	EFT	00002601	08/16/2019	250.52	SEATTLE AUTOMOTIVE DIST.
01	EFT	00002602	08/16/2019	16,387.46	SHI INTERNATIONAL CORP
01	EFT	00002603	08/16/2019	101.11	SIR SPEEDY
01	EFT	00002604	08/16/2019	1,942.61	STANDARD PARTS CORP
01	EFT	00002605	08/16/2019	133,338.97	WA ST TRANSIT INSURANCE POOL
01	EFT	00002606	08/16/2019	58,135.82	DCS TECHNOLOGIES, INC.
01	EFT	00002607	08/16/2019	74,330.06	GREAT WEST RETIREMENT
01	EFT	00002608	08/16/2019	202,319.31	ICMA RETIREMENT
01	EFT	00002609	08/16/2019	16,048.73	NAVIA BENEFIT SOLUTIONS
01	EFT	00002610	08/16/2019	6,477.61	TACOMA EMPLOYEES RETIREMENT SY
01	EFT	00002611	08/16/2019	6,236.41	WA ST CHILD SUPPORT REGISTRY
01	EFT	00002612	08/01/2019	110,478.56	US BANK CORPORATE PAYMENT SYST
01	EFT	00002613	08/14/2019	1,205,242.77	AWC
01	EFT	00002614	08/22/2019	1,325.39	ALLIED ELECTRONICS
01	EFT	00002615	08/22/2019	12,138.85	AMAZON.COM CORPORATE CREDIT
01	EFT	00002616	08/22/2019	89,116.98	ASSOCIATED PETROLEUM
01	EFT	00002617	08/22/2019	50.29	CAMCAL INC
01	EFT	00002618	08/22/2019	1,920.00	EASTER SEALS WASHINGTON
01	EFT	00002619	08/22/2019	508,998.56	FIRST TRANSIT
01	EFT	00002620	08/22/2019	53.10	GALLS LLC
01	EFT	00002621	08/22/2019	457.46	GUARDIAN SECURITY GROUP INC
01	EFT	00002622	08/22/2019	3,090.17	HUBSPOT, INC.
01	EFT	00002623	08/22/2019	39.08	LARSCO INC
01	EFT	00002624	08/22/2019	1,440.00	NAVIA BENEFIT SOLUTIONS
01	EFT	00002625	08/22/2019	15,806.44	PACIFIC POWER PRODUCTS
01	EFT	00002626	08/22/2019	392.16	SCHETKY NORTHWEST SALES INC
01	EFT	00002627	08/22/2019	227.56	SEATTLE AUTOMOTIVE DIST.
01	EFT	00002628	08/22/2019	146,046.41	SOUND TRANSIT
01	EFT	00002629	08/22/2019	101.80	STANDARD PARTS CORP
01	EFT	00002630	08/22/2019	867.92	TENNANT
01	EFT	00002631	08/22/2019	2,093.00	TINY'S TIRE
01	EFT	00002632	08/22/2019	4,660.35	VEHICLE MAINTENANCE PROGRAM
01	EFT	00002633	08/22/2019	600.00	WA ST AUDITOR
01	EFT	00002634	08/22/2019	18,671.78	WA ST DEPT OF REVENUE
01	EFT	00002635	08/22/2019	28,121.89	SOUND TRANSIT
Total Payments				56,456,235.59	

**PIERCE TRANSIT
BOARD OF COMMISSIONERS
MINUTES**

August 12, 2019

CALL TO ORDER

Chair Woodards called the Board meeting to order at 4:06 p.m.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Commissioners present:

Victoria Woodards, Chair of the Board, Mayor of the City of Tacoma
Marty Campbell, Vice Chair of the Board, Pierce County Councilmember
Nancy Henderson, Town of Steilacoom Councilmember
(representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom)
Daryl Eidinger, City of Edgewood Mayor *(representing Fife/Milton//Edgewood)*
Ryan Mello, City of Tacoma Councilmember
Robin Farris, Puyallup City Councilmember
Kent Keel, City of University Place Mayor
Bruce Dammeier, Pierce County Executive
Don Anderson, City of Lakewood Mayor (arrived at 4:40 p.m.)

Commissioners excused:

Staff present:

Sue Dreier, Chief Executive Officer
Dana Henderson, General Counsel
Deanne Jacobson, Clerk of the Board

PRESENTATIONS

1. July 2019 Operator of the Month ~ Summerlyn Clausen

Transit Operator Assistant Manager Scott Gaines recognized and honored Operator Summerlyn Clausen for being selected Operator of the Month for July 2019. He detailed her accomplishments, and service to the community.

On behalf of the Board of Commissioners, Chair Woodards thanked Ms. Clausen for her service to the community.

2. 2019 Recognition of Second Quarter Award Recipients

Learning and Development Administrator Larry Delgado honored Senior Construction Project Manager Doug Dickinson for receiving the second quarter Excellence in Safety Award for successfully completing the \$4.3 million Tacoma Dome Station mid-life repairs project without any accidents.

Mr. Dickinson expressed his gratitude for receiving the award.

PUBLIC COMMENT

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

- Fred Baker, Manager of Tacoma Tide Beep Club, requested to have SHUTTLE service re-established for members of the Tacoma Tide Beep Club. He provided background history relating to the previous service the club received in prior years.
- Walt Hurd, Tacoma, reported that he still experiences the bus being late no matter what time he takes the bus.
- Julian Wheeler, Chair of Pierce County Accessible Communities Advisory Committee, invited members to attend their August 13 meeting from 9:00-11:00 a.m. He talked about the business they will be working on, including some transit related projects.

He reported that the Pierce County Council did a proclamation on July 23, 2019, in honor of the services that the committee provides for people with disabilities in Pierce County. He suggested that Pierce Transit consider doing a proclamation in October in honor of National Disability Employment Awareness Month. He also stated that the committee is always looking for new members and new ideas.

Chair Woodards requested that staff keep the Board informed about its responses to citizen's concerns.

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 Dammeier and Eidinger **moved** and seconded to approve the consent agenda as presented.

Motion **carried**, 8-0.

1. Approval of Vouchers, August 1, 2019
Operating Fund #10
Operating Fund #90

Voucher CK Nos. 370015 through 370486
Wire Nos. 2525 through 2562
Advanced Travel Ck Nos. 1426 through 1427
Total \$5,375,274.56

2. Minutes: July 8, 2019 Regular Board Meeting
3. FS 2019-047, Ratified the Declaration of Emergency executed on May 16, 2019 and related contract with Fence Specialists to conduct the emergency fence repairs to the perimeter security fence.
4. FS 2019-048, Ratified the Declaration of Emergency executed on July 9, 2019 and related contract with Guardian Security Group to conduct the emergency gate repairs for the Building 5 entrance gate.

ACTION AGENDA

[For Items 1-4 of the Action Agenda, the presentations were combined. At the end of the presentation and discussion, the Board voted on Items 1-4.]

1. **FS 2019-042, Authorizing the Chief Executive Officer to Execute a Funding Agreement Providing for Sound Transit to Contribute Funds to Pierce Transit for Bus Capital Enhancements for Speed, Reliability, and Convenience along Pacific Avenue/State Route 7 Corridor for the Bus Rapid Transit Project**

Planning Manager Tina Lee presented on the item and reviewed the timeline of the BRT project schedule. She noted that Pierce Transit was able to secure funding for this agreement from grants and partnership funding and that the purchase of vehicles for this project are not included in the overall project budget.

Commissioners Dammeier and Campbell **moved** and seconded to approve Resolution 2019-023, authorizing the Chief Executive Officer to enter into and execute a funding agreement that provides for Sound Transit to contribute up to \$60 million to Pierce Transit for bus capital enhancements for speed, reliability, and convenience along Pacific Avenue/State Route 7 corridor for the Bus Rapid Transit Project.

Motion **carried**, 9-0.

2. **FS 2019-043, Authority to Execute a Contract with WSP, USA for Architectural and Engineering Services for the Design and Construction Support for the Proposed Bus Rapid Transit Pacific Avenue/State Route 7 Project Corridor Bus Rapid Transit Project**

Planning Manager Tina Lee presented on this item and noted the proposed agreement supports the design phase of the BRT project. She reviewed the RFQ process that Pierce Transit underwent and detailed WSP's experience with transportation projects.

Commissioners Campbell and Keel **moved** and seconded to authorize the Chief Executive Officer to enter into and execute a contract with WSP, USA to provide Architectural and Engineering services for design and construction support of the proposed Bus Rapid Transit Pacific Avenue / State Route 7 project in a not to exceed amount of \$12,635,701.

Commissioner Campbell noted that he would like an update on the community conversations that occur on the BRT project and especially on those that pertain to are between 38th Street and 72nd Street.

Upon inquiry about how roundabouts could affect the BRT project, Ms. Lee explained there are preliminarily four locations identified along the proposed BRT route and the Department of Transportation has indicated that the project would need to pay for the roundabouts. Impacts would be additional right-of-way and additional costs to the project.

Motion **carried**, 9-0.

3. FS 2019-044, Amending the 2019 Capital Budget to Add Additional Funding to Complete the Documented Categorical Exclusion for the Pacific Avenue/SR 7 Bus Rapid Transit Project

Planning Manager Tina Lee presented on the item. She reported the project now requires a NEPA/SEPA environmental review, which was not originally part of original scope of the project. She noted this budget amendment would increase the original project budget by \$226,118 and noted the environmental work should be completed by May of 2020.

Commissioners Campbell and Dammeier **moved** and seconded to approve Resolution No. 2019-024, amending the 2019 Capital Budget to add \$226,118 to the existing contract with WSP USA, Inc. (PT-24-16), in order to complete to the Documented Categorical Exclusion for the Pacific Avenue/SR 7 Bus Rapid Transit Project.

Ms. Lee responded to various questions pertaining to the BRT project.

Motion **carried**, 9-0.

4. FS 2019-045, Authorizing the Chief Executive Officer to Execute the System Expansion Transit Integration Agreement Between Sound Transit and Pierce Transit and Task Order 1 for Sound Transit System Expansion Projects

Planning Manager Tina Lee presented on the item and she noted that this agreement exemplifies both agencies working together to move the expansion projects forward. The agreement establishes an understanding of the projects as well as details each entity's responsibilities for items. (*Commissioner Anderson arrived at 4:40 p.m.*)

Commissioners Campbell and Henderson **moved** and seconded to approve Resolution 2019-025, authorizing the Chief Executive Officer to enter into and execute the System Expansion Transit Integration Agreement between Sound Transit and Pierce Transit and Task Order 1 for Sound Transit System Expansion Projects.

Motion **carried**, 9-0.

5. FS 2019-046, Authorization to Operationalize a Program to Sell Paper One Ride Tickets and All Day Passes to Qualified 501(c)(3) Not-for-Profit Human Service Agencies at a Fifty Percent Discount Effective September 1, 2019, and Authorizing Related Housekeeping Amendments to Pierce Transit Code Section 3.72.010 – Definitions and Adding a New Section 3.72.035 – Human Services Agencies Program

Marketing Assistant Manager Kathy Walton presented on the item. She noted the program has gone through 10 months of sales and the administrative processes have been implemented. She reviewed the number of tickets that have been sold and the qualifying parameters of the program.

It was noted that there was a decline in the number of tickets/passes sold under the qualified discounted program versus the previous program. Ms. Walton noted that 25 new organizations joined the program and there were 62 existing organizations. A short discussion ensued about the

A lengthy discussion ensued about theories as to why sales of One Ride Tickets and All Day Passes did not increase under the discount program, the purchasing behavior of the 501 C-3 organizations and their distribution of the tickets/passes to the end-users. The commissioners expressed support for the program, but also requested to see more data that would explain the decline in sales under the discounted program and the types of tickets being purchased, i.e., One-Ride Tickets vs. All Day Passes.

Chair Woodards cautioned others to not make the program administratively burdensome as non-profit organizations operate on small budgets and with limited staff. She suggested that staff conduct more research and data on how non-profits are utilizing the program and suggested more advertising about the project.

CEO Dreier reminded the Board that the 501 C-3 program was discussed at the April Board retreat and it was designed to serve as an alternative to the ORCA LIFT program. She noted that staff can obtain data on how the tickets are utilized and bring back to the Service Delivery and Capital Committee (SDCC).

Chair Woodards requested that this item come back to the full Board for review.

Commissioners Keel and Campbell **moved** and seconded to amend the original motion to direct staff to report back to the full Board in three months with more analysis and data about the program as discussed during today's Board meeting.

The amendment **carried**, 8-1, with Commissioner Farris voting no.

Commissioners Campbell and Mello **moved** and seconded to adopt Resolution No. 2019-026, operationalizing a program to sell paper One Ride Tickets and All Day Passes to Qualified 501(C)3 Not-for-Profit Human Services Agencies at a fifty (50) percent discount effective 9/1/19, and approving related housekeeping Pierce Transit Code amendments to Section 3.72.010– Definitions and Adding a New Section 3.72.035 – Human Services Agencies Program, as set forth in Exhibit A.

The original motion **carried**, as amended, 9-0.

STAFF UPDATES/DISCUSSION

CEO's Report

CEO Dreier reported on the following:

- Thanked Pierce Transit staff for their volunteer efforts in the community;
- Congratulated Commissioner Farris for advancing through the primary elections.
- Pierce Transit is gearing up to provide express service to the Washington State Fair beginning August 30, 2019 from the South Hill Mall, the Tacoma Mall, and the Lakewood Towne Center.
- Gave State Legislator Senator Wilson and Representative Morgan a tour and overview of Pierce Transit and discussed electric technology with Rep. Kilduff, Gildon, Leavitt, Doglie and Charles Knutson, Transportation advisor for the Governor's office.
- The August 15, 2019 SDCC agenda will include a presentation on the costs of maintaining/supporting an electric fleet.
- Staff is in the process of finding an alternate date to hold the November 11, 2019 Board meeting since it falls on a holiday this year. She asked that everyone be looking at their calendars for availability since there is important business coming up.

INFORMATIONAL BOARD ITEMS

Chair Report

- The Executive Finance Committee considered and made recommendations for Pierce Transit Board of Commissioner's bylaw revisions at its meeting of July 18, 2019. As required by our bylaws, to make any changes, we have to give 30 days' notice of the proposed changes to all jurisdictions within the PTBA. Those notices went out last Wednesday, August 7th. The Board is scheduled to take out on those amendments at its September 9, 2019 meeting.
- The first Service Delivery and Capital Committee meeting is scheduled for this Thursday, August 15, at 3:00 p.m.

Sound Transit Update

Commissioner Keel reported on Sound Transit's System Access Funding Proposal Program that was included in the voter approved ST3 Plan, noting that 53 applications from 33 jurisdictions totaling more than \$86 million in requests were received. The proposals will be evaluated and ranked high, medium or low and The Sound Transit Board will allocate up to \$10 million per subarea for a total of up to \$50 million. Sound Transit is holding an on-line open house to receive input to help determine which projects should receive System Access Funds.

PSRC Transportation Policy Board Update

Commissioner Anderson announced that last Thursday's meeting was cancelled. He reported that the July meeting covered the Road Usage Charge that is being considered to compensate for the under-funded gas tax revenue stream. He noted that a new revenue source other than a gas tax will need to be created as improved vehicle gas mileage and the electrification of vehicles have caused

revenues to flatten. He noted that Oregon has run a pilot program and it hasn't been popular with the public.

COMMISSIONERS' COMMENTS

None.

EXECUTIVE SESSION

None.

ADJOURN

Commissioners Mello and Dammeier **moved** and seconded to adjourn the meeting at 5:42 p.m.

Motion **carried**, 8-0.

Deanne Jacobson
Clerk of the Board

Victoria Woodards, Chair
Board of Commissioners

TITLE: Authority to Enter Into and Execute a New Interlocal Agreement with the City of Federal Way to Provide Extra Duty Police Services at the Federal Way Transit Center and Other Bus Routes and Bus Stops Located in Federal Way from October 15, 2019 Through December 31, 2023

DIVISION: Service Delivery & Support

SUBMITTED BY: Jim Kelly, Chief of Public Safety

RELATED ACTION:

Resolution No. 2018-021, Authorizing a Six-Month Interlocal Agreement with the City of Federal Way to Provide Police Services at the Federal Way Transit Center and Other Bus Routes and Bus Stops Located in Federal Way.

Resolution No. 2018-053, Authorizing Amendment No. 1 to the Interlocal Agreement with the City of Federal Way to Provide Extra Duty Police Services at the Federal Way Transit Center and Other Bus Routes and Bus Stops Located in Federal Way for an Additional Year.

ATTACHMENTS: Proposed Resolution Exhibit A, Proposed ILA

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: N/A

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 968,072	\$1,382,960 has been budgeted and estimated for the cost of the contract from October 15, 2019 through December 31, 2023. Costs will be dependent upon the hours worked by Federal Way Officers and are not expected to exceed \$1,382,960. Estimated costs are based at 10 hours per day at the hourly rate of the FWPD labor contract for the time period noted above. Sound Transit will pay approximately 30 percent of the full expenditure, pursuant to the current Cost Allocation agreement.
Grant/Other Amounts	\$	
ST Contribution	\$ 414,888	
Total Expenditure	\$ 1,382,960	

BACKGROUND:

In 2017, the Federal Way Transit Center and other bus routes in the area reflected elevated levels of incidents that undermined the safety and experience of its customers. As a result, beginning in June of 2018, Pierce Transit partnered

with the Federal Way Police Department to provide police services at the Federal Way Transit Center and other bus routes and bus stops located in Federal Way.

Since implementing this partnership, calls for public safety assistance have reduced. Providing a more visible public safety presence has deterred public nuisance crimes, fare evasion, and illegal drug activity and numerous other infractions, as well as improved police response times. From June of 2018 through May of 2019 the Federal Way PD presence has resulted in 28 arrests, 11 Citations, 27 Trespass notifications, 134 contacts for Unlawful Transit conduct, 6,311 Bus Checks, and 11,061 Citizen contacts.

Although Federal Way PD has made positive impacts on the quality of life for the patrons and employees of Pierce Transit, staff believe that a greater police presence is needed so that patrons and employees feel safe at the Federal Way Transit Center and other bus routes and locations and recommends increasing the police presence at these locations by approximately four hours each day.

Providing a safe and reliable transit system is a fundamental element of Pierce Transit's core mission. Due to the success of this partnership, both parties wish to continue the partnership and have negotiated a new agreement that would go into effect October 15, 2019 through December 31, 2021. The agreement increases the police presence hours by approximately four hours each day for a total of 10 hours a day. This includes a contract fee of \$72.20 per hour for 2019, and incremental pay increases thereafter that are commensurate with the Federal Way Police Guild Bargaining Agreement through 2021. (Increases as follows: January 1, 2020, 1%, July 1, 2020, 2%; January 1, 2021, 1%; and July 1, 2021, 2%). The pay increases for the Federal Way Police Guild bargaining agreement for the years 2022 and 2023 are unknown, for these two years, the pay increase in the Federal Way – Pierce Transit agreement was estimated and capped at 4%.

The proposed agreement provides for Federal Way officers to be stationed during peak passenger times and to ensure police presence until the last coach has departed the transit center in the evening. Pierce Transit will be billed hourly by the City of Federal Way for these services. Past expenditure billings for June to December of 2018 were \$82,067.42, **2019** projected expenditure billings are \$229,943; **2020** projected expenditure billings are \$271,430; **2021** projected expenditure billings are \$280,409; **2022** projected expenditure billings are \$294,493; and **2023** projected billings are \$306,685. A portion of the cost will be reimbursed by Sound Transit based on the cost allocation agreement.

STAFF RECOMMENDATION:

Staff recommends approving the new agreement with the City of Federal Way to provide Police Services at the Federal Way Transit Center and other bus routes and bus stops located in Federal Way.

ALTERNATIVES:

Do not extend the agreement and resort back to emergent and non-emergent law enforcement services through 911. This is not recommended as this model has limited resources and response times.

PROPOSED MOTION:

Move to: Approve Resolution No. 2019-030 authorizing the Chief Executive Officer to enter into and execute a new Interlocal Agreement with the City of Federal Way to provide extra duty police services at the Federal Way Transit Center and other bus routes and bus stops located in Federal Way from October 15, 2019 through December 31, 2023, which is inclusive of two, one-year options to extend, in an amount not to exceed \$1,382,960.

RESOLUTION NO. 2019-030

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing a New Interlocal Agreement with
2 the City of Federal Way to Provide Police Services at the Federal Way Transit Center and Other Bus Routes and
3 Bus Stops Located in Federal Way Effective October 15, 2019 Through December 31, 2023
4

5 WHEREAS, the Board of Commissioners on June 11, 2018 approved Resolution No. 2018-021
6 authorizing a six-month Interlocal Agreement with the City of Federal Way to provide police services at the
7 Federal Way Transit Center and other bus routes and bus stops located in Federal Way; and

8 WHEREAS, the Board of Commissioners on December 19, 2018 approved Resolution No. 2018-053
9 authorizing a one-year Interlocal Agreement with the City of Federal Way to provide police services at the
10 Federal Way Transit Center and other bus routes and bus stops located in Federal Way; and

11 WHEREAS, providing a safe and reliable transit system is a fundamental element of Pierce Transit's core
12 mission; and

13 WHEREAS, showing a more visible public safety presence is believed to have deterred public nuisance
14 crimes, fare evasion, and illegal drug activity, and numerous other infractions, as well as improved police
15 response times; and

16 WHEREAS, Pierce Transit recommends an increase of the police presence hours by approximately four
17 hours each day, for a total of 10 hours a day, at the Federal Way Transit Center and other bus routes and bus
18 stops in Federal Way so that patrons and employees feel safe and have a positive experience riding the system;
19 and

20 WHEREAS, this partnership has improved the quality of experience of the customers and employees of
21 Pierce Transit;

22 WHEREAS, the proposed agreement between Pierce Transit and the City of Federal Way to go into effect
23 October 15, 2019 through December 31, 2023, which is inclusive of two, one-year extensions is fair, reasonable,
24 and furthers the goal of providing a safe transit system; and

25 WHEREAS, pursuant to the current Cost Allocation Agreement, Sound Transit will pay for up to 30
26 percent of the full expenditure for said contract.
27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

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

The Board of Commissioners authorizes the CEO to enter into and execute a new Interlocal Agreement with the City of Federal Way to provide policing services at the Federal Way Transit Center and other bus routes and bus stops located in Federal Way from October 15, 2019 through December 31, 2023 in an amount not exceeding \$ 1,382,960.00 in substantially the same form as Exhibit A hereto.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 9th day of September 2019.

PIERCE TRANSIT

Victoria Woodards, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

TITLE: Authority to Enter Into and Execute a New Interlocal Agreement with the City of Lakewood to Provide Extra Duty Police Services at Transit Centers, Other Bus Routes and Bus Stops Located in Lakewood from January 1, 2020 Through December 31, 2024

DIVISION: Service Delivery & Support

SUBMITTED BY: Jim Kelly, Chief of Public Safety

RELATED ACTION:

Resolution No. 2015-062, Authorizing a Four-Year Interlocal Agreement with the City of Lakewood to Provide Police Services at Transit Centers, and Other Bus Routes and Bus Stop Located in Lakewood.

ATTACHMENTS: Proposed Resolution
 Exhibit A, Proposed ILA

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: N/A

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 2,888,238.00	\$2,888,238 has been budgeted and estimated for the cost of the contract from January 1, 2020 through December 31, 2024. Costs will be dependent upon the hours worked by Lakewood Officers and are not expected to exceed \$2,888,238. Estimated costs are based at 18 hours per day at the hourly rate of \$74.07 per hour for the year 2020. Beginning January 1, 2021, the hourly rate shall be increased by the percentage increase in the consumer price index for the previous 12 months (June to June) for the Seattle-Bremerton CPI-U. The increase shall be limited to a minimum of 2.5 % and a maximum of 4%.
Grant/Other Amounts	\$	
Total Expenditure	\$ 2,888,238.00	

BACKGROUND:

On November 9th, 2015 the Board of Commissioners approved Resolution No. 2015-062 authorizing a four-year Interlocal Agreement with the City of Lakewood to provide police services at Transit Centers, Other Bus Routes, and Bus Stops in Lakewood.

Since implementing this partnership, calls for public safety assistance have reduced. The presence of Lakewood Police has provided a more visible public safety presence, has deterred public nuisance crimes, fare evasion, illegal drug activity and numerous other infractions. The presence of Lakewood Police has also improved police response times.

Providing a safe and reliable transit system is a fundamental element of Pierce Transit's core mission. Due to the success of this partnership, both parties wish to continue the partnership and have negotiated a new agreement that would go into effect January 1, 2020 through December 31, 2024. This includes a contract fee of \$74.07 per hour for the year 2020. Beginning January 1, 2021, the hourly rate shall be increased by the percentage increase in the consumer price index for the previous 12 months (June to June) for the Seattle-Bremerton CPI-U. The increase shall be limited to a minimum of 2.5 % and a maximum of 4%.

Pierce Transit will be billed hourly by the City of Lakewood for these services. **2020** projected expenditure billings are \$484,770; **2021** projected expenditure billings are \$504,161; **2022** projected expenditure billings are \$524,327; **2023** projected billings are \$545,300; and **2024** projected billings are \$567,112. The projected expenditures were calculated with a 4% maximum CPI, a 10% contingency of \$262,567 is also included in the total cost.

STAFF RECOMMENDATION:

Staff recommends approving the new agreement with the City of Lakewood to provide Police Services at Transit Centers, Other Bus Routes and Bus Stops located in Lakewood.

ALTERNATIVES:

Do not extend the agreement and resort back to the emergent and non-emergent law enforcement services through 911. This is not recommended as this model has limited resources and longer response times.

PROPOSED MOTION:

Move to: Approve Resolution No. 2019-031 authorizing the Chief Executive Officer to enter into and execute a new Interlocal Agreement with the City of Lakewood to provide extra duty police services at Transit Centers, Other Bus Routes, and Bus Stops located in Lakewood from January 1, 2020 through December 31, 2024, which is inclusive of two, one-year options to extend, in an amount not to exceed \$2,888,238.

RESOLUTION NO. 2019-031

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing a New Interlocal Agreement with
2 the City of Lakewood to Provide Police Services at Transit Centers and Other Bus Routes and Bus Stops
3 Located in Lakewood Effective January 1, 2020 Through December 31, 2024
4

5 WHEREAS, the Board of Commissioners on November 9th, 2015 approved Resolution No. 2015-062
6 authorizing a four-year Interlocal Agreement with the City of Lakewood to provide police services at Transit
7 Centers and Other Bus Routes and Bus Stops located in Lakewood; and

8 WHEREAS, providing a safe and reliable transit system is a fundamental element of Pierce Transit’s core
9 mission; and

10 WHEREAS, showing a more visible public safety presence is believed to have deterred public nuisance
11 crimes, fare evasion, illegal drug activity, and numerous other infractions, as well as improved police response
12 times; and

13 WHEREAS, Pierce Transit’s base of operations and administration buildings as well as a significant
14 portion of Pierce Transit’s public transportation services are in and around Lakewood, Washington; and

15 WHEREAS, the City of Lakewood has the resources available and can provide duly-commissioned
16 law enforcement officers to provide policing services to Pierce Transit detailed in the proposed Interlocal
17 Agreement, which is attached hereto as Exhibit A; and

18 WHEREAS, due to the success that this partnership has had on the quality of life of the patrons and
19 employees of Pierce Transit, staff recommends that the Agency enter into a new agreement that will go into
20 effect January 1, 2020 through December 31, 2024, which is inclusive of two, one-year extensions; and

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

22 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and
23 execute a new Interlocal Agreement with the City of Lakewood to provide policing services at Transit Centers
24 and Other Bus Routes and Bus Stops located in Lakewood from January 1, 2020 through December 31, 2024
25 in an amount not to exceed \$2,888,238 in substantially the same form as Exhibit A hereto.
26
27
28
29
30

1 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 9th
2 day of September 2019.

3 PIERCE TRANSIT

4
5
6 _____
7 Victoria Woodards, Chair
8 Board of Commissioners
9

10 ATTEST/AUTHENTICATED

11
12 _____
13 Deanne Jacobson, CMC
14 Clerk of the Board

Pierce County Public Transportation Benefit Area Corporation - City of Lakewood

EXTRA DUTY POLICE SERVICES CONTRACT – INTERLOCAL AGREEMENT

This agreement is made and entered into this _____ day of _____, 2019 by and between the City of Lakewood (hereafter “City”) and Pierce County Public Transportation Benefit Area Corporation (hereinafter “Pierce Transit”).

WHEREAS, Pierce Transit’s base of operations and administration buildings as well as a significant portion of Pierce Transit’s public transportation services are located in and around Lakewood, Washington;

WHEREAS, Pierce Transit seeks to contract with the City for police related services or assistance to support Pierce Transit’s system; and

WHEREAS, the City has the resources available and is able to provide duly commissioned law enforcement officers to provide police related services to Pierce Transit subject to the terms and conditions set forth in this Agreement and the approval of the City’s Chief of Police or Designee; and

WHEREAS, the duly commissioned officers who may provide such service will be assigned to extra duty under this contract during their off-duty hours which will not conflict with their law enforcement obligation to the City; and

WHEREAS, the parties intend that the City be reimbursed, as nearly as possible for its cost of providing policing services to Pierce Transit and that there shall be neither profit nor subsidy in the rates for such services; and

WHEREAS, the parties are authorized to enter into this agreement by virtue of RCW 39.34 and 35.02.225, and agree that this agreement shall be construed in accordance with RCW 39.34 and 35.02.225;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE.

The purpose of this agreement is for the City to provide Pierce Transit with law enforcement services through the Lakewood Police Department (LPD). It is the intent of all parties that the services provided herein shall be provided in conjunction with the Pierce County Sherriff’s Department to provide law enforcement services to support Pierce Transit’s system.

2. SCOPE OF PERFORMANCE.

The City shall provide Pierce Transit with extra duty police officer services upon request by the Pierce Transit Chief of Public Safety. The parties acknowledge that the number of officers and number of hours requested by Pierce Transit may fluctuate depending on Pierce Transit’s needs, and the City’s Chief of Police or Designee and Pierce Transit’s Chief of Public Safety

shall work together to determine the appropriate staffing level. Service provided by the City will be as is generally described below:

- (a) Number of officers: As requested by Pierce Transit subject to the approval of the City's Chief of Police or Designee. For planning purposes in the first year of this Agreement, the City should plan to have at least one (1) officer per shift, per day available to support this Agreement.

3. HOURS AND DATES TO BE WORKED.

In the first year of this Agreement, Pierce Transit anticipates requesting services on all days throughout the year of the contract from 0600 to 2400 hours each day, or as determined by Pierce Transit otherwise.

- (a) Specific location of service. As requested by Pierce Transit, subject to the approval of the City's Chief of Police or Designee. Pierce Transit requests service at various Pierce Transit stations, vehicles, bus routes, bus stops, facilities and properties located in Lakewood, Washington.
- (b) Duty of Officers: The officers assigned to support Pierce Transit pursuant to this agreement shall provide law enforcement services for and at various Pierce Transit stations, vehicles, bus routes, bus stops, facilities and properties and throughout Pierce Transit's system, including on transit vehicles. Such services shall include but are not limited to addressing issues of safety and security, responding to calls for service, conducting criminal investigations, making arrests, writing official reports, and issuing exclusion orders as well as monitoring activities at or on various Pierce Transit stations, vehicles, bus routes, bus stops, facilities, properties, and parking lots. Service also includes ensuring the safety and security of the patrons, employees, staff and visitors to the various Pierce Transit stations, vehicles, bus routes, bus stops, facilities and properties. The LPD officers are expected to be at Pierce Transit locations serving as a visual deterrent and liaison to the patrons and employees for a majority of the work shift. These services shall be provided in full uniform and shall be accompanied by a marked or other authorized police vehicle that is equipped with a prisoner transport compartment (aka a "cage").

It is the expectation of the parties that the officers scheduled for a pre-determined shift will be present to complete his/her shifts, except for the following circumstances: agency callback, late call/report from primary employer, family emergency, personal illness, all of which will be considered excused. The officers understand that it shall be their responsibility to make appropriate notification to the management and to make every attempt to find a replacement for their shifts.

- (c) The City shall furnish and supply all necessary personnel, supervision, equipment, uniforms, communication equipment, vehicles and supplies necessary to maintain the level of service to be rendered hereunder, and shall pay all salaries and employee benefits and other costs in connection therewith.
- (f) The City shall maintain all records relating to the administration of this agreement and staffing for same, provided that Pierce Transit shall have access to all records (excluding personnel records) relating to this agreement and/or law enforcement services provided to Pierce Transit upon request.
- (g) While working for Pierce Transit, officers will monitor and respond to radio calls for service that originate from Pierce Transit. Pierce Transit will designate a Primary Talk group that officers must listen to and respond to calls for service.

4. ADMINISTRATION OF PERSONNEL.

All personnel assigned to Pierce Transit shall be employed by the City and governed by the City and LPD laws, rules, policies and collective bargaining agreements. Recruitment, replacement, and performance of all personnel shall be in accordance with such City laws, rules, policies, and agreement, provided however, that Pierce Transit may communicate performance concerns of City personnel to the City. Any assignment or re-assignment of personnel will be in the sole discretion of the City's Chief of Police or the Chief's designee.

5. CONTRACT TERM, EXTENSION AND TERMINATION.

- (a) The term of performance of the contract shall be from January 1, 2020 through December 31, 2023.
- (b) This contract may be extended for two additional one-year periods upon the written consent of both parties hereto, and subject to approval of their governing boards.
- (c) Either party may terminate this Agreement for any reason and at any time when, in its sole discretion, it is in the best interest of the terminating party, by giving one hundred twenty (120) days prior written notice to the other party.

5. COMPENSATION.

Pierce Transit shall pay the City as full reimbursement for all police services furnished under this contract a fee of \$74.07 per hour, per officer, in calendar year 2020.

Hourly rate increases for any optional extension years shall be negotiated between the parties prior to execution of any contract amendment extending the term of this Agreement.

It is agreed upon that officers will be paid in 1/6 of an hour increments during times when officers work beyond their assigned shifts to complete reports, transports or other law enforcement duties that are Pierce Transit related.

Beginning January 1, 2021, the hourly rate shall be increased by the percentage increase in the consumer price index for the previous twelve months (June to June) for the Seattle-Bremerton CPI-U. For example, 2021 would be based upon the CPI-U percentage change from June 2019 to June 2020. Any annual CPI-U increase shall be limited to a minimum of two point five percent (2.5%) and a maximum of four percent (4%).

The total amount that may be incurred under this agreement, including all option years, may not exceed \$2,888,238.

On the following holidays, the rate shall be \$110.58 (one and one half times the hourly base rate) The B shift on Christmas Eve, Christmas Day, Thanksgiving Day, the A shift on the day after Thanksgiving Day, Independence Day, New Year's Eve, New Year's Day, Labor Day, Memorial Day and Martin Luther King, Jr. Day.

6. PAYMENT.

Pierce Transit shall reimburse the City for law enforcement services described herein pursuant to the all-inclusive payment rate shown above. The City shall invoice Pierce Transit on the 15th of the month following the service and include detailed service information, including actual service hours and all-inclusive hourly rate per officer. Payment shall be made by a check payable to the City of Lakewood and sent to the City within thirty (30) calendar days after receipt of invoice. Payments will include a processing fee of \$10.00 per month. Payments to the City that are received later than thirty (30) days following the invoice dates shall accrue interest at the rate of twelve percent (12%) per annum on the balance due. All payments shall first be applied to the accrued interest.

Pierce Transit shall not be financially liable for scheduled law enforcement services which are not actually performed if non-performance occurred because an officer was unable to complete his shift. However, Pierce Transit is financially liable for scheduled law enforcement services at the designated hourly minimum in all other circumstances.

7. COORDINATION WITH CHIEF OF PUBLIC SAFETY.

Pierce Transit has contracted with Pierce County Sherriff's Department to provide a Chief of Public Safety who will be responsible for coordinating the daily delivery of policing services to Pierce Transit in conjunction and cooperation with the City and any other applicable law enforcement agencies. Pierce Transit reserves the right to directly hire a Chief of Public Safety as a Pierce Transit employee. The Chief of Public Safety will be tasked with coordinating all law enforcement efforts along with the City's LPD officers. It shall be the responsibility of the Chief of Public Safety to determine the appropriate coverage, amount of hours, and type of work needed by LPD officers to support Pierce Transit's system. The Chief of Public Safety will

coordinate with the City's Chief of Police or the Police Chief's designee as needed, to ensure appropriate levels of law enforcement coverage for Pierce Transit.

8. DUTY STATUS.

Each police officer assigned to work, pursuant to this contract, is subject to call or assignment elsewhere by the City's Chief of Police or the Chief's designee, at any time for emergencies, special assignment, or overtime duty. Extra duty employment shall not infringe or interfere with the officer's primary obligations associated with his or her employment obligations to the City.

9. ADHERENCE TO CITY POLICIES AND PROCEDURES—SCOPE OF WORK.

Police officers engaged in extra duty employment are obligated to discharge all duties of their office and adhere to the City's Police department policies and procedures at all times. Such officers shall obey, uphold and enforce the laws of the City and State of Washington and the Constitutions of the State of Washington and the United States of America at all times. Such officers shall understand that while they are on duty or engaged in extra duty assignment under this contract, they remain subject to the supervision, direction, and/or discipline by the City, and subject to any applicable collective bargaining agreement in effect with the City. Police officers performing work pursuant to this contract shall only provide law enforcement/peacekeeping services as specified in Section 2(d) of this contract and they are at all times while performing said services subject to the direction and control of the City police department only.

10. ACTIVITY REPORTS.

Upon request, the City will provide reports to Pierce Transit, through the Chief of Public Safety on criminal activity within the City of Lakewood on or involving Pierce Transit's system. Extra duty officers assigned by the City will report their daily activities for those hours worked in the Pierce Transit system pursuant to this Agreement. Pierce Transit will provide the City with an electronic activity reporting tool if needed.

11. NO SPECIAL DUTY TO CONTRACTOR OR OTHERS.

Police officers on extra duty assignment have a primary obligation to the City, not Pierce Transit. They are expected to discharge all duties of their office while performing pursuant to this contract and are not required to perform any non-law enforcement/peacekeeping functions for Pierce Transit. Furthermore, this contract and performance thereof by the City police officers shall not create any special relationship with any person or duties to protect any specific persons from harm or injury including the party signing this contract. The law enforcement/peacekeeping duties to be performed pursuant to this contract are the same in extent and scope as those provided by police officers to every member of the public.

12. NONDISCRIMINATION.

The parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age or the presence of any sensory, mental or physical handicap. The City and Pierce Transit certify that they are Equal Opportunity Employers.

13. INDEPENDENT CONTRACTOR.

The City is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between Pierce Transit and the City or any of the City's agents or employees. The City shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by the City pursuant to this Agreement.

Nothing in this agreement shall make any employee of Pierce Transit a City employee or any employee of the City a Pierce Transit employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded City or Pierce Transit employees by virtue of their employment.

14. INSURANCE COVERAGE.

The City shall maintain at all times during the course of this agreement a general liability insurance policy or other comparable coverage with a self-insured retention of no more than \$500,000.00 and a policy limit of no less than \$5,000,000.00 dollars.

15. LIABILITY AND INDEMNIFICATION.

Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees or officers. While providing services hereunder, the acts or omissions of extra duty officers in the course and scope of supporting or otherwise providing services to Pierce Transit under this Agreement shall be deemed to be acts or omissions of City employees which shall be the sole responsibility of the City. Each party shall be responsible for its own negligence and that of its employees. Each party shall defend, indemnify and hold harmless the other party or the other party's officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting or arising from their acts or omissions. This indemnity provision shall survive the expiration or termination of this Agreement.

16. DISPUTE RESOLUTION.

In the event of a dispute in the administration of this agreement, Pierce Transit CEO or her designee shall discuss the dispute with the City's Chief of Police in an attempt to resolve the problem. If Pierce Transit CEO and the City's Chief of Police are unable to resolve a claim or dispute stemming from this Agreement, the parties agree to participate in non-binding mediation

before a third party professional mediator, whose selection will be mutually agreed upon. The cost of mediating the dispute will be borne equally by both parties, and mediation should occur within thirty (30) days of a request by either party to engage in mediation. No claim or suit may be brought until the dispute resolution procedures as set forth in this section have been exhausted. If dispute resolution efforts under this section are not successful, either party may institute legal action to enforce the terms and conditions of this agreement. Exclusive jurisdiction for any such dispute shall be Pierce County Superior Court in Tacoma, Washington.

17. NOTICES.

All notices and other material to be delivered under this contract shall be in writing and shall be delivered or mailed to the following addresses:

City of Lakewood
6000 Main Street
Lakewood, WA 98499
ATTN: Chief of Police

Pierce Transit
3701 96th St SW
Lakewood, WA 98499
ATTN: Chief of Public Safety

Pierce Transit
3701 96th St SW
Lakewood, WA 98499
ATTN: General Counsel

Or such other addresses as either party may, from time to time, designate in writing.

18. SIGNATURES.

The parties agree that all signatures, whether original, copy or faxed on this agreement will be considered originals.

19. SEVERABILITY.

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20. CONFLICTS.

In the event of a conflict between any other agreements between the parties including, this Agreement shall govern.

21. ENTIRE AGREEMENT.

No modification or amendment of this contract shall be effective unless in writing and signed by authorized representatives of the parties after approval of their respective governing body. This contract contains the entire agreement between the parties and may not be enlarged, modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date, the _____ day of _____, 2019.

CITY OF LAKEWOOD

PIERCE TRANSIT

John Caulfield, City Manager/Date

Susan Dreier, Chief Executive Officer

Attest:

Attest:

Briana Schumacher, City Clerk/Date

Deanne Jacobson, Clerk of the Board/Date

Approved as to legal form only:

Approved as to legal form only:

Heidi Ann Wachter, City Attorney

Dana A. Henderson, General Counsel/Date

TITLE: Adoption of Amendments to the Bylaws of the Pierce Transit Board of Commissioners as Set Forth in Section II of the Pierce Transit Code

DIVISION: Executive

RELATED ACTION:

SUBMITTED BY: Deanne Jacobson, Clerk of the Board

N/A

ATTACHMENTS:

RELATION TO STRATEGIC PLAN: Internal

Proposed Resolution

Exhibit A - Code/Bylaw changes in clean format

BUDGET INFORMATION: N/A

Exhibit B – Code Bylaw changes (redlined)

Exhibit C - Chart of proposed changes

BACKGROUND:

Pierce Transit staff has conducted a comprehensive review of the Board's Bylaws held in Section II of the Pierce Transit Code. This review and revision of the Bylaws is intended to clean up outdated language that is no longer relevant and clarifies language to aid in the smooth operation of Board meetings and processes. The proposed amendments do not impact the composition or membership of the Board. The last Bylaw changes occurred in 2014.

The Executive Finance Committee reviewed and provided input on the proposed amendments at its July 18, 2019, meeting and recommended that staff provide the 30-day required notification of the proposed amendments to the bylaws to the members in Public Transportation Benefit Area (PTBA) pursuant to Section 2.28.070 of the Pierce Transit code. Notification and the proposed Bylaw amendments were sent to members in the PTBA on August 7, 2019. Pierce Transit did not receive any comments or concerns relating to the proposed Bylaw amendments from the member jurisdictions.

A chart with the current language, proposed change(s), and reason therefore is attached as Exhibit B.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed revisions to the Bylaws as described in Exhibit A.

ALTERNATIVES:

- 1) Do not approve the proposed Bylaws as presented and direct staff to make additional identifiable amendments.
- 2) Refer back to the Executive Finance Committee for further review and study.

PROPOSED MOTION:

Move to: Approve Resolution No. 2019-032, adopting amendments to various sections of the Pierce Transit Bylaws in Section II of the Pierce Transit Code in substantially the same form as presented in Exhibit A.

Exhibit A

Part 2 - BYLAWS

Chapter 2.01 - BYLAWS

2.01.01 Bylaws.

All sections in Part 2 of this Code are the bylaws of the Pierce Transit Board of Commissioners ("Board").

2.01.02 - Amendments.

These bylaws may be added to or changed by an affirmative vote of five voting members in attendance at any board meeting where a 30-day written notice of such meeting has been sent to all legislative bodies within the jurisdiction of Pierce Transit. The 30-day written notice shall advise all of the legislative bodies within the boundaries of Pierce Transit of the proposed changes which are to be considered.

Chapter 2.02 - MEMBERSHIP

2.02.01 - Board composition and terms.

- A. As established after review of board composition held in accord with RCW 36.57A.055, the Board consists of nine voting members and may include one nonvoting member, selected as follows:
 - 1. Two voting members voted by the City Council of the City of Tacoma;
 - 2. One voting member voted by the City Council of the City of Lakewood;
 - 3. Two voting members voted by the Pierce County Council;
 - 4. One voting member voted by the City Council of Puyallup;
 - 5. One voting member voted by the City Council of University Place;
 - 6. One voting at-large member voted on by the Fife, Edgewood, and Milton City Councils;
 - 7. One voting at-large member voted by the representatives of the city and town councils of Auburn, Fircrest, Gig Harbor, Pacific, Ruston and Steilacoom.
 - 8. One nonvoting member, pursuant to RCW 36.57.030(5), who may serve on the Board upon recommendation by the labor organization representing Pierce Transit's public transportation employees. If Pierce Transit's employees are represented by more than one labor organization, all such labor organizations shall select the nonvoting member by majority vote. The nonvoting member shall comply with all governing bylaws and policies of Pierce Transit.
- B. All voting members of the Board must be elected officials of the jurisdiction they represent.
- C. The members of the Board shall serve a three-year term. Each voting member shall hold a seat on the Board until:
 - 1. The expiration of the term for which they are elected at their respective jurisdiction;
 - 2. The appointment or election of a new Commissioner from the member's respective jurisdiction(s);
 - 3. The member is no longer an elected official of their respective jurisdiction; or
 - 4. Resignation.

Exhibit A

2.02.02 - Filling vacancies for at-large representation.

- A. The Clerk of the Board, upon receiving formal notice that a vacancy is expected to occur or has occurred on the Board, shall send a request for nomination along with nominee ballot to the respective at-large cities and towns vacancy.
- B. The respective cities and towns affected by the vacancy may formally nominate a candidate from its jurisdiction and return the nomination form to the Clerk of the Board of Pierce Transit. The individual city and town councils are not required to nominate a representative from its respective jurisdiction(s).
- C. After compiling the lists of nominees from all jurisdictions that participated in the nomination process, the Clerk of the Board shall send a ballot letter and formal ballot to the at-large cities and towns affected by the vacancy for formal vote by each respective city or town councils.
- D. The city or town councils shall return ballots along with a certified copy of the related council resolution or motion. The Clerk of the Board of Pierce Transit shall count the ballots and give notice of the results of the balloting to the Board.
- E. Plurality of ballots cast shall determine the winner.
- F. In the event of a tie, the city and town councils shall have an additional thirty days to reconsider. The ballot procedure will be repeated until a winner is selected by a plurality vote.
- G. The newly-elected commissioner(s)'s term shall begin at the next meeting of the Board.

2.02.03 - Responsibilities.

The voting members of the Board shall be the governing body of Pierce Transit and shall be responsible for conducting the legislative business and fiscal oversight for Pierce Transit, as more fully described in this Code. The voting members of the Board shall also periodically review the performance of the Chief Executive Officer. Nothing in these bylaws is intended to limit the general powers of the voting members of the Board pursuant to Chapter 36.57A RCW or hereinafter amended.

2.02.04 - Compensation.

Each Board member is entitled to the maximum per diem compensation as set forth in and in accord with RCW 36.57A.050, as enacted or hereafter amended, unless a different amount is established by resolution of the Board. Each Board member shall be compensated under the following circumstances:

1. For attending a regular or special meeting as defined under Pierce Transit Code Sections 2.03.01 and 2.03.02, respectively.
2. For performing prescribed duties approved by the chairperson.

Compensation to Board members shall be administered in accordance with the Pierce Transit Compensation Guidelines for Board of Commissioners.

Chapter 2.03 - MEETINGS

2.03.01 -- Regular.

The regular meetings of the Board shall be held at 3720 96th Street SW, Lakewood, Washington, at the hour of 4:00 p.m. on the second Monday of each month. However, the Board may designate an

Exhibit A

alternative regular meeting location and/or an alternative regular meeting date whenever the Board finds it in the best interests of Pierce Transit.

2.03.02 - Special.

Special meetings of the Board may be called at any time by the chairperson or by a majority of the members of the Board by delivering written notice personally, by mail, by fax, or by electronic mail to each member of the governing body with a copy to the Clerk of the Board. The Clerk of the Board shall then give notice to the public and members of the Board in accord with the Open Public Meetings Act, RCW 42.30 as may be amended from time to time. As needed, the Board may hold study sessions which shall be considered special meetings, and administered as such.

2.03.03 - Quorum.

Five voting members of the Board is a majority and shall constitute a quorum. A quorum is required for any action of the Board, including conducting public hearings.

2.03.04 - Chairperson.

The chairperson shall preside at all meetings of the Board. In the event of their absence from any meeting, the vice-chairperson shall perform the duties of the chairperson. Absence is defined as the chairperson being unable or unwilling to conduct the duties and business of the position of chairperson. The chairperson shall be a voting member of the Board with a vote equal in weight to the vote of any commissioner.

2.03.05 – Voting and Authority Decisions.

All voting members in attendance at Board meetings, including the chairperson, may vote on matters brought before the Board. All votes taken shall be by voice vote unless a roll call is requested by a member of the Board present at the meeting.

A majority vote of the votes cast at a meeting at which a quorum is present and at least four affirmative votes are required for approval of an action, decision, or choice by the Board unless a greater number is required by law, Robert's Rules of Order Newly Revised, or by these by-laws. The majority vote must have at least four affirmative votes if only five voting members are present. Motions drawing a tie vote shall be deemed lost.

2.03.06 - Order of business, Consent Agenda, and Action of the Board.

The Clerk of the Board may alter the order of business for a particular Board meeting for purposes of efficiency or to accommodate special needs of Board members, staff or the public upon direction of, or with the approval of, the chairperson or chief executive officer.

The consent agenda allows for action to be taken on all items on the consent agenda by one motion. Any voting member may remove an item from the consent agenda for consideration as regular business. Action on any item on the consent agenda is equal in effect to any action approved as regular business.

Action of the Board shall be by motion or resolution as required by law.

2.03.07 - Conduct.

8 6 19 DRAFT – Clean version of revisions from EFC

Exhibit A

Robert's Rules of Order Newly Revised shall govern the conduct of Board meetings except where in conflict with these bylaws.

2.03.08 - Executive sessions.

- A. The Board may hold executive sessions during any regular or special meeting provided that such executive session is held and conducted consistent with the requirements, intent, purpose and procedures set forth in Chapter 42.30 RCW.
- B. The chair of the Board may, at their discretion, exclude the nonvoting member of the Board of commissioners from all or a portion of any executive session.
- C. The nonvoting member of the Board shall, pursuant to RCW 36.57A.050, be excluded from attending executive sessions regarding any matters pertaining to labor negotiations.
- D. This section shall be construed as a supplement to, and may not replace any applicable laws related to open public meetings or executive session. The Board will take prudent measures to fully protect the attorney-client privilege and attorney work product.

2.03.09- Resolutions.

The vote on all formal resolutions of the Board shall be recorded in the minutes, and each such resolution shall be signed by the chairperson and the Clerk of the Board.

Chapter 2.04 — CHAIRPERSON AND VICE CHAIRPERSON

2.04.01 – Election of Chair and Vice Chair and Filling Vacancies.

The chairperson and vice chairperson shall be voting members of the Board elected by the voting members by majority vote at a regular or special meeting of the Board.

In the event of a vacancy in the chairperson's position, the vice chairperson shall automatically assume the position of the chairperson for the remainder of the term, unless the vice chairperson declines, which will create a vacancy in the chairperson position. In the event of a vacancy, the voting members will elect a new chairperson or vice chairperson at the next regular meeting.

2.04.02 – Term of Chair and Vice Chair and Filling Vacancies.

The Chairperson and Vice Chairperson shall be elected from among the voting members at the regular Board meeting in June of each year with their leadership position to begin in July, unless a vacancy occurs sooner.

A Board member shall not serve as chairperson for more than two consecutive one-year terms. A Board member shall not serve as vice chairperson for more than two consecutive one-year terms.

2.04.03 – Duties of Chair and Vice Chair.

In addition to the powers and duties granted by these bylaws, the chairperson and vice chairperson shall have such other powers and duties as shall be prescribed by law or by resolution of the Board. In the absence of the chairperson, the vice-chairperson shall perform the duties of the chairperson, and when so

Exhibit A

acting, shall have all the powers of and be subject to all the restrictions upon the chairperson. The vice-chairperson shall perform other duties as may be assigned to him/her by the chairperson or by the Board.

Chapter 2.05 - COMMITTEES

2.05.01 - Committees.

Committees of the Board shall be created from time to time by act of the voting members of the Board as needed to facilitate the conduct of business. Except where a motion is adopted with respect to a particular committee specifying a different method of appointment, the chairperson shall make the appointments to such committees. Terms of committee members should coincide with their term on the Board.

Chapter 2.06 - RECORDS OF THE BOARD

2.06.01 - Board action and other legal documents.

All board minutes, records of board action, resolutions, and written contractual obligations of Pierce Transit are to be retained by the Clerk of the Board and made part of the agency official files, which shall be maintained as required by law. The Clerk of the Board is Pierce Transit's agent for service of process and is responsible for administering the official seal of Pierce Transit.

Chapter 2.07 - APPOINTED POSITION

2.07.01 - Chief executive officer.

The voting members of the Board shall appoint a chief executive officer who shall be responsible for the administrative functions of Pierce Transit and who shall have such power and perform such duties as shall be prescribed by law and action of the Board.

Exhibit B

Part 2 - BYLAWS

2.01.010 Bylaws.

All sections in Part 2 of this Code are the bylaws of the Pierce Transit Board of Commissioners ("Board").

2.01.02 - Amendments.

These bylaws may be added to or changed by an affirmative vote of five voting members in attendance at any board meeting where a 30-day written notice of such meeting has been sent to all legislative bodies within the jurisdiction of Pierce Transit. The 30-day written notice shall advise all of the legislative bodies within the boundaries of Pierce Transit of the proposed changes which are to be considered.

(Res. 82-120 §11; Res. 84-098 §1(Ex. I (part)); Res. 99-094(part))

(Res. No. 10-010, § 1, 6-14-2010)

Chapters:

Chapter 2.02 ~~04~~ MEMBERSHIP

Commented [DAH1]: Moved up and renumbered; formerly 2.28.070

~~2.04.010 - Offices.~~

~~The principal office of Pierce Transit as of November 19, 1987, shall be located at 3701 96th Street S.W., Lakewood, Washington 98490. Pierce Transit may have such other offices, within Pierce County as the board of commissioners may determine from time to time.~~

~~(Res. 82-120 §1; Res. 84-098 §1(Ex. I(part)); Res. 04-003 (part))~~

Commented [DAH2]: Moved up.

2.04 ~~00120~~ - Board composition and terms.

A. As established after review of board composition held in accord with RCW 36.57A.055, the Bboard of commissioners (hereinafter referred to as the "board") shall consist of nine voting members and may include one nonvoting member, selected as follows:

1. Two voting members voted by the City Council of the City of Tacoma;
2. One voting member voted by the City Council of the City of Lakewood;
3. Two voting members voted by the Pierce County Council;
4. One voting member voted by the City Council of Puyallup;
5. One voting member voted by the City Council of University Place;
6. One voting at-large member voted on by the Fife, Edgewood, and Milton City Councils;
7. One voting at-large member voted by the representatives of the city and town councils of Auburn, Fircrest, Gig Harbor, Pacific, Ruston and Steilacoom.

8 6 19 DRAFT – Redlined version of proposed revisions from EFC

Exhibit B

8. One nonvoting member, pursuant to RCW 36.57.030(5), who may serve on the Board upon recommendation by the labor organization representing Pierce Transit's public transportation employees. If Pierce Transit's employees are represented by more than one labor organization, all such labor organizations shall select the nonvoting member by majority vote. The nonvoting member shall comply with all governing bylaws and policies of Pierce Transit.
- B. All voting members of the ~~Pierce Transit~~ Board must be elected officials of the jurisdiction they represent.
- C. The members of the Board ~~of Commissioners of Pierce Transit~~ shall serve a three-year term. Each voting member shall hold ~~office a seat on the Bboard~~ until:
 1. The expiration of the term for which ~~he/she/they are is~~ elected ~~at their respective jurisdiction~~;
 2. The appointment or election of a new Commissioner from the member's respective jurisdiction ~~(s)~~;
 3. The member is no longer an elected official of ~~his or her/their~~ respective jurisdiction; or
 4. Resignation.

(Res. No. 10-010, § 1, 6-14-2010; Res. No. 12-020, § 1, 6-11-2012; Res. No. 14-026, § 1(Exh. A), 5-15-2014)

2.042.00230 - Filling vacancies for at-large representation.

- A. The ~~C~~clerk of the ~~B~~board, upon receiving formal notice that a vacancy is expected to occur or has occurred on the ~~b~~Board of commissioners, shall send a request for nomination along with nominee ballot to the respective at-large cities and towns vacancy.
- B. The respective cities and towns affected by the vacancy may formally nominate a candidate from its jurisdiction and return the nomination form to the Clerk of the Board of Pierce Transit. The individual city and town councils are not required to nominate a representative from its respective jurisdiction(s).
- C. After compiling the lists of nominees from all jurisdictions that participated in the nomination process, the ~~C~~clerk of the ~~B~~board shall send a ballot letter and formal ballot to the at-large cities and towns affected by the vacancy for formal vote by each respective city or town councils.
- D. The city or town councils shall return ballots along with a certified copy of the related council resolution or motion. The Clerk of the Board of Pierce Transit shall count the ballots and give notice of the results of the balloting to the ~~b~~Board of commissioners.
- E. Plurality of ballots cast shall determine the winner.
- F. In the event of a tie, the city and town councils shall have an additional thirty days to reconsider. The ballot procedure will be repeated until a winner is selected by a plurality vote.
- G. The newly-elected commissioner(s)'s term shall begin at the next meeting of the ~~b~~Board.

(Res. No. 14-026, § 1(Exh. A), 5-15-2014)

~~(Insert here former Sections 2.08.090 Responsibilities; and 2.08.100, Compensation, as new sections 2.02.030 and .040 respectively, see note below)~~

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Chapter 2.038 - MEETINGS

Sections:

Exhibit B

2.083.010 – Regular.

The regular meetings of the ~~B~~oard of Pierce Transit shall be held at ~~3720 96th Street SW~~ ~~3701 96th Street S.W.~~, Lakewood, Washington, at the hour of 4:00 p.m. on the second Monday of each month. However, the ~~b~~Board may designate an alternative regular meeting location and/or an alternative regular meeting date whenever the ~~B~~Board finds it in the best interests of Pierce Transit.

Formatted: Superscript

(Res. 82-120 §3(a); Res. 84-098 §1(Ex. I(part)); Res. 85-099 §1; Res. 87-024 §1(Ex. I); Res. 90-028 §1; Res. 91-007 §1; Res. 00-041 (part); Res. 04-003 (part))

2.083.020 - Special.

Special meetings of the ~~B~~Board may be called at any time by the chairperson or by a majority of the members of the board by delivering written notice personally, by mail, by fax, or by electronic mail to each member of the governing bodyBoard with a copy to the Celerk of the Bboard. ~~T. A majority of the members of the board of Pierce Transit may call a meeting by signing a request that same be called and delivering the request to the Celerk of the Bboard who shall thenforthwith give notice to the public and members of the board of the time and place of the meeting which notice shall be given not less than 24 hours before the time specified for such meeting and such request in accord with the Open Public Meetings Act, RCW 42.30 as may be amended from time to time. As needed, the board may hold study sessions which shall be considered special meetings, and administered as such.~~

(Res. 82-120 §3(b); Res. 84-098 §1(Ex. I(part)))

2.038.030 - Quorum.

~~At all meetings of the board a Five voting members of the Bboard is a majority and A majority of the voting members of the board shall constitute a quorum. A quorum is required for any action of the Bboard, including conducting public hearings. for the transaction of business, but a less number may adjourn from time to time and may compel the attendance of absent members in such manner and under such penalties as may be prescribed by resolution. Notwithstanding the foregoing, all members of the board shall comply with the Open Public Meetings Act as it applies to meetings and other conduct of the board.~~

(Res. 82-120 §3(c); Res. 84-098 §1(Ex. I(part)))

(Res. No. 10-010, § 1, 6-14-2010)

2.083.040 - Chairperson.

The chairperson shall preside at all meetings of the ~~b~~Board. In the event of ~~his/her~~their absence from any meeting, the vice-chairperson shall perform the duties of the chairperson, ~~as outlined in Section 2.16.030 of these bylaws.~~ Absence is defined as the chairperson being unable or unwilling to conduct the duties and business of the position of chairperson. The chairperson shall be a voting member of the Bboard with a vote equal in weight to the vote of any commissioner.

(Res. 82-120 §3(d); Res. 84-098 §1(Ex. I(part)); Res. 04-003 (part))

Exhibit B

~~2.03.050~~ Voting and Authority Decisions.

All voting members in attendance at bBoard meetings, including the chairperson, ~~at board meetings may shall~~ vote on matters brought before the ~~authority Bboard(unless excused by a majority of members in attendance)~~. ~~Motions drawing a tie vote shall be deemed lost.~~ All votes taken shall be by voice vote unless a roll call is requested by a member of the Bboard present at the meeting.

A majority vote of the votes cast at a meeting at which a quorum is present and at least four affirmative votes are is required for approval of an action, decision, or choice by the Bboard unless a greater number is required by law, Robert's Rules of Order Newly Revised, or by these by-laws. The majority vote must have at least four affirmative votes if only five voting members are present. -Motions drawing a tie vote shall be deemed lost.

(Res. 82-120 §3(e); Res. 84-098 §1(Ex. I(part)))

(Res. No. 10-010, § 1, 6-14-2010)

~~2.03.060~~ - Order of business, Consent Agenda, and Action of the Board.

The Clerk of the Bboard may alter the order of business for a particular Bboard meeting for purposes of efficiency or to accommodate special needs of Bboard members, staff or the public upon direction of, or with the approval of, the chairperson or chief executive officer.

The consent agenda allows for action to be taken on all items on the consent agenda by one motion. Any voting member may remove an item from the consent agenda for consideration as regular business. Action on any item on the consent agenda is equal in effect to any action approved as regular business.

Action of the Board shall be by motion or resolution as required by law.

(Res. 82-120 §3(f); Res. 84-098 §1(Ex. I(part)); Res. 98-010 §2; Res. 99-094 (part); Res. 00-041 (part))

~~2.03.070~~ - Conduct.

Robert's Rules of Order Newly Revised shall govern the conduct of Bboard meetings except where in conflict with these bylaws ~~or other resolution of the board~~.

(Res. 82-120 §3(g); Res. 84-098 §1(Ex. I(part)))

~~2.03.080~~ Authority decisions.

~~A majority vote of the votes cast voting members at a meeting at which a quorum is present shall be the act of the authority is required for approval of an action or choice by the board, unless a greater number is required by law, Robert's Rules of Order Newly Revised, or by the by-laws. Motions drawing a tie vote shall be deemed lost. The majority vote must have at least four affirmative votes if only five voting members are present, or if only five voting members vote (excluding abstentions) on an authority act, in order to be an authority decision unless a greater number is required by law or by the by-laws. Motions drawing a tie vote shall be deemed lost.~~

(Res. 82-120 §3(h); Res. 84-098 §1(Ex. I(part)); Res. 99-094 (part); Res. 00-041 (part))

(Res. No. 10-010, § 1, 6-14-2010)

8 6 19 DRAFT – Redlined version of proposed revisions from EFC

Commented [DH3]: Consolidated & moved up in 2.03.050, above.

Exhibit B

2.01.118.090 - Responsibilities.

Commented [DAH4]: Move up to be new section 2.02.03

The voting members of the Bboard shall be ~~responsible for the governing body of Pierce Transit and shall be responsible for~~ conducting the legislative business ~~and fiscal oversight for~~ of Pierce Transit, ~~as more fully described in this Code~~. The voting members of the Bboard shall also ~~review~~ periodically review ~~the performance of the Chief Executive Officer~~ ~~the staff administration of Pierce Transit~~. Nothing in these bylaws is intended to limit the general powers of the voting members of the Bboard of Pierce Transit pursuant to Chapter 36.57A RCW or hereinafter amended.

(Res. 82-120 §3(i); Res. 84-098 §1(Ex. I(part)))

(Res. No. 10-010, § 1, 6-14-2010)

2.01.128.100 - Compensation.

Commented [DAH5]: Move up to be new section 2.02.04

Each Bboard member ~~shall may~~ be entitled to the maximum per diem compensation as set forth in ~~and in accord with~~ RCW 36.57A.050, as enacted or hereafter amended, unless a different amount is established by resolution of the Bboard. Each Bboard member shall be compensated under the following circumstances:

1. For attending a regular or special meeting as defined under Pierce Transit Code Sections 2.038.010 and 2.083.020, respectively.
2. For performing prescribed duties approved by the chairperson.

~~Compensation to Bboard members shall be administered in accordance with the Pierce Transit Compensation Guidelines for Board of Commissioners.~~

Formatted: Indent: Left: 0"

(Res. 90-147; Res. 90-047; Res. 87-149)

2.038.08110 - Executive sessions.

Formatted: Not Highlight

Formatted: Not Highlight

- A. The Bboard may hold executive sessions during any regular or special meeting provided that such executive session is held and conducted consistent with the requirements, intent, purpose and procedures set forth in Chapter 42.30 ~~of the Revised Code of Washington RCW~~.
- B. The chair of the Bboard may, at ~~his or her~~their discretion, exclude the nonvoting member of the Bboard of commissioners from all or a portion of any executive session.
- C. The nonvoting member of the Bboard ~~of commissioners~~ shall, pursuant to RCW 36.57A.050, be excluded from attending executive sessions regarding any matters pertaining to labor negotiations.
- D. This section shall be construed as a supplement to, and may not replace any applicable laws related to open public meetings or executive session. The Bboard will take prudent measures to fully protect the attorney-client privilege and attorney work product.

(Res. No. 14-026, § 1(Exh. A), 5-15-2014)

2.03.10 - Resolutions.

Commented [DAH6]: Moved up and re-numbered; formerly 2.28.060

The vote on all formal resolutions of the Bboard shall be recorded in the minutes, and each such resolution shall be signed by the chairperson and the Clerk of the Board.

8 6 19 DRAFT – Redlined version of proposed revisions from EFC

Exhibit B

(Res. 98-010 §4; Res. 82-120 §10; Res. 84-098 §1(Ex. I(part)))

Chapter 2.0412 -- CHAIRPERSON AND VICE CHAIRPERSON

Sections:

2.04.0112.010 -- Election of Chair and Vice Chair and Filling Vacancies.

The chairperson and vice chairperson shall be ~~a~~-voting members of the board elected by the voting members by majority vote at a regular or special meeting of the board.

In the event of a vacancy in the chairperson's position, the vice chairperson shall automatically assume the position of the chairperson for the remainder of the term, unless the vice chairperson declines, which will create a vacancy in the chairperson position. In the event of a vacancy, the voting members will elect a new chairperson or vice chairperson at the next regular meeting.

(Res. 82-120 §4 (a)(1); Res. 84-098 §1(Ex. I(part)))

(Res. No. 10-010, § 1, 6-14-2010)

2.04.0212.020 -- Term of Chair and Vice Chair and Filling Vacancies.

The ~~C~~chairperson and Vice ~~C~~chairperson shall be elected from among the voting members at the regular Bboard meeting in June of each year with their leadership position to begin in July, a first meeting in June of each year, unless a vacancy occurs sooner.

In the event of a vacancy, the voting members will elect a new chairperson or vice chairperson at the next regular meeting.

A ~~B~~board member shall not serve as chairperson for more than two consecutive one-year terms. A Bboard member shall not serve as vice chairperson for more than two consecutive one-year terms, effective May 1983.

(Res. 82-120 §4(a)(2); Res. 84-098 §1(Ex. I(part)))

(Res. No. 10-010, § 1, 6-14-2010)

2.04.0312.030 -- Duties of Chair and Vice Chair.

In addition to the powers and duties granted by these bylaws, the chairperson and vice chairperson shall have such other powers and duties as shall be prescribed by law or by resolution of the ~~B~~Board. In the absence of the chairperson, the vice-chairperson shall perform the duties of the chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the chairperson. The vice-chairperson shall perform other duties as may be assigned to him/her by the chairperson or by the Bboard of commissioners.

(Res. 82-120 §4(a)(3); Res. 84-098 §1(Ex. I(part)))

Chapter 2.16 -- VICE CHAIRPERSON

8 6 19 DRAFT – Redlined version of proposed revisions from EFC

Exhibit B

Sections:

~~2.16.010 Election.~~

~~The vice chairperson shall be a voting member of the board elected by the voting members by majority vote at a regular or special meeting of the board.~~

~~(Res. 82-120 §4(b)(1); Res. 84-098 §1(Ex. I(part)))~~

~~(Res. No. 10-010, § 1, 6-14-2010)~~

~~2.16.020 Term.~~

~~The vice chairperson shall be elected from among the members at the first meeting in February of each year. In the event of a vacancy, the members will elect a new vice chairperson at the next regular meeting. A board member shall not serve as vice chairperson for more than two consecutive one-year terms, effective May 1983.~~

~~(Res. 82-120 §4(b)(2); Res. 84-098 §1(Ex. I(part)))~~

~~(Res. No. 10-010, § 1, 6-14-2010; Res. No. 12-020, § 1, 6-11-2012)~~

~~2.16.030 Duties.~~

~~In addition to the powers and duties granted by these bylaws, the vice chairperson shall have such other powers and duties as shall be prescribed by law or by resolution of the board. In the absence of the chairperson, the vice chairperson shall perform the duties of the chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the chairperson. The vice chairperson shall perform other duties as may be assigned to him/her by the chairperson or by the board of commissioners.~~

~~(Res. 82-120 §4(b)(3); Res. 84-098 §1(Ex. I(part)))~~

Chapter 2.05 - Committees

2.05.0124.030 - Committees.

Committees of the Board shall be created from time to time by act of the voting members of the Board as needed to facilitate the conduct of business. Except where a motion is adopted with respect to a particular committee specifying a different method of appointment, the chairperson shall make the appointments to such committees. Terms of the committees members should coincide with the term of the chairperson their term on the Board.

(Res. 82-120 §7; Res. 84-098 §1(Ex. I(part)))

(Res. No. 10-010, § 1, 6-14-2010)

Commented [DAH7]: Moved up and re-numbered

Exhibit B

Chapter 2.0620 - ~~CLERK RECORDS~~ OF THE BOARD

Sections:

~~2.20.010 Appointment.~~

~~The voting members of the board of commissioners and the chief executive officer shall appoint a clerk of the board who shall have such power and perform such duties as prescribed by law, or action of the board.~~

~~(Res. 82-120 §8(a); Res. 84-098 §1(Ex. I(part)); Res. 00-041 (part))~~

~~(Res. No. 10-010, § 1, 6-14-2010)~~

~~2.20.020 Duties.~~

~~A. The clerk of the board serves as a liaison between the board and Pierce Transit staff. The clerk of the board shall respond to requests from members of the board. The clerk of the board, in addition to his/her other duties shall be responsible for documenting compensation paid to the board in accordance with "Meeting Compensation Guidelines" as approved by the board. The clerk of the board shall also be responsible for keeping the minutes, resolutions of the board, and all other legal documents. Such records shall be kept at the principal office of the authority and shall be made available for inspection by the public in accordance with state law.~~

~~B. The clerk of the board is designated as the employee responsible for distribution of all American Public Transportation Association transit board members committee communications to members of the board of Pierce Transit.~~

~~(Res. 82-96 §1; Res. 82-120 §8(b); Res. 84-098 §1(Ex. I(part)); Res. 00-041 (part); Res. 04-003 (part))~~

~~2.20.030 Minutes.~~

~~A. The clerk of the board shall cause to be recorded electronically all of the regular and special Pierce Transit board meetings and shall maintain these recordings for such period of time as may be required by applicable state laws and regulations.~~

~~B. At the conclusion of each regular or special meeting of the Pierce Transit board, the clerk of the board shall cause the minutes to be prepared in a brief and concise manner, which minutes shall contain an accurate resume of the board's official action with reference to all matters properly before it.~~

~~C. Minutes of board meetings shall be mailed to each member of the board following each meeting. The official copy for each meeting shall be signed by the chairperson and clerk of the board and shall become part of the permanent records file.~~

~~(Res. 82-120 §8(c); Res. 84-098 §1(Ex. I(part)); Res. 98-010 §3)~~

~~2.20.040 Resolutions.~~

8 6 19 DRAFT – Redlined version of proposed revisions from EFC

Exhibit B

~~The clerk of the board shall cause resolutions to be prepared as documentation of certain board action. Resolutions are signed by the board chairperson and the clerk of the board and are made a part of the permanent records file.~~

~~(Res. 82-120 §8(d); Res. 84-098 §1(Ex. I(part)))~~

2.206.0150 - ~~Other Board action and other~~ legal documents.

All ~~board minutes, records of board action, resolutions, and~~ written contractual obligations of Pierce Transit, ~~including, but not limited to, contracts, leases, and assignments~~ are to be ~~referenced retained~~ by the ~~C~~lerk of the ~~B~~oard and made part of the agency ~~official record~~ files, which shall be maintained as required by law. ~~The Clerk of the Board is Pierce Transit's agent for service of process and is responsible for administering the official seal of Pierce Transit.~~

(Res. 82-120 §8(e); Res. 84-098 §1(Ex. I(part)); Res. 99-094 (part))

Chapter 2.0724 - APPOINTED POSITIONS

Sections:

2.2407.010 - Chief executive officer.

The voting members of the ~~B~~oard shall appoint a chief executive officer who shall be responsible for the administrative functions of Pierce Transit and who shall have such power and perform such duties as shall be prescribed by law and action of the ~~B~~oard.

(Res. 82-120 §5; Res. 84-098 §1(Ex. I(part)); Res. 00-041 (part))

(Res. No. 10-010, § 1, 6-14-2010)

~~2.0724.020 - Legal counsel.~~

~~The voting members of the board may appoint legal counsel as necessary.~~

~~(Res. 82-120 §6; Res. 84-098 §1(Ex. I(part)))~~

~~(Res. No. 10-010, § 1, 6-14-2010)~~

~~2.24.030 - Committees.~~

~~Committees of the board shall be created from time to time by act of the voting members of the board as needed to facilitate the conduct of business. Except where a motion is adopted with respect to a particular committee specifying a different method of appointment, the chairperson shall make the appointments to such committees. Terms of the committees should coincide with the term of the chairperson.~~

~~(Res. 82-120 §7; Res. 84-098 §1(Ex. I(part)))~~

Commented [DAH8]: Moved up.

8 6 19 DRAFT – Redlined version of proposed revisions from EFC

Exhibit B

~~(Res. No. 10-010, § 1, 6-14-2010)~~

~~Chapter 2.28 – GENERAL PROVISIONS~~

~~Sections:~~

~~2.28.010 – Contracts.~~

~~The voting members of the board may authorize any officer or officers, agent or agents of Pierce Transit, in addition to the officers so authorized by resolution to enter into any contract or execute and deliver any instrument in the name of and on behalf of Pierce Transit, and such authorization may be general or may be confined to specific instances.~~

~~(Res. 82-120 §9 (a); Res. 84-098 §1(Ex. I (part)))~~

~~(Res. No. 10-010, § 1, 6-14-2010)~~

~~2.28.020 – Warrants.~~

~~All disbursements of Pierce Transit shall be by warrant drawn by the executive director of finance, auditor or as otherwise directed by law. All requests for warrants shall be signed as directed by board resolution.~~

~~(Res. 82-120 §9 (b); Res. 84-098 §1(Ex. I (part)); Res. 00-041 (part))~~

~~(Ord. No. 17-013, § 1(Exh. A), 4-10-17)~~

~~2.28.030 – Notes.~~

~~All notes or other evidence of indebtedness, including bills, issued or incurred in the name of Pierce Transit shall be signed by such officer, member, agent or employee of Pierce Transit, and in such manner as shall from time to time to be determined by resolution of the board.~~

~~(Res. 82-120 §9 (c); Res. 84-098 §1(Ex. I(part))~~

~~2.28.040 – Deposits.~~

~~All funds of Pierce Transit shall be deposited in the appropriate funds established by resolution. The executive director of finance shall be custodian of the funds and is, subject to approval by resolution of the board, authorized to invest such funds in the manner provided by law.~~

~~(Res. 82-120 §9(d); Res. 84-098 §1(Ex. I(part)); Res. 00-041 (part))~~

~~(Ord. No. 17-013, § 1(Exh. A), 4-10-17)~~

8 6 19 DRAFT – Redlined version of proposed revisions from EFC

Exhibit B

~~2.28.050 – Gifts.~~

~~The board may accept on behalf of Pierce Transit any contribution, gift, bequest, or devise, for any purpose of Pierce Transit.~~

~~(Res. 82-120 §9(e); Res. 84-098 §1(Ex. I(part)))~~

~~2.28.060 – Resolutions.~~

~~The vote on all formal resolutions of the board shall be recorded in the minutes, and each such resolution shall be signed by the chairperson and the clerk of the board.~~

~~(Res. 98-010 §4; Res. 82-120 §10; Res. 84-098 §1(Ex. I(part)))~~

~~2.28.070 – Amendments.~~

~~These bylaws may be added to or changed by an affirmative vote of five voting members in attendance at any board meeting where a 30-day written notice of such meeting has been sent to all legislative bodies within the jurisdiction of Pierce Transit. The 30-day written notice shall advise all of the legislative bodies within the boundaries of Pierce Transit of the proposed changes which are to be considered.~~

~~(Res. 82-120 §11; Res. 84-098 §1(Ex. I(part)); Res. 99-094(part))~~

~~(Res. No. 10-010, § 1, 6-14-2010)~~

Commented [DAH9]: Moved up and re-numbered to be 2.3.10

Commented [DAH10]: Moved up and re-numbered as 2.01.02

PIERCE TRANSIT CODE
PROPOSED REVISION TO PART 2 BYLAWS

Exhibit C

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
clerk		Clerk	Capitalized throughout
board of commissioners of Pierce Transit, board of Pierce Transit or board		Board	Made a term of art and used throughout to simplify language
he/she or his/hers		they or theirs	Use of singular non-gender specific term
New Paragraph	N/A	2.01.01 Bylaws. All sections in Part 2 of this Code are the bylaws of the Pierce Transit Board of Commissioners (“Board”).	Definitional.
Moved Paragraph, re-numbered	N/A	2.01.02 - Amendments. These bylaws may be added to or changed by an affirmative vote of five voting members in attendance at any board meeting where a 30-day written notice of such meeting has been sent to all legislative bodies within the jurisdiction of Pierce Transit. The 30-day written notice shall advise all of the legislative bodies within the boundaries of	This language is moved and was formerly Section 2.28.070.

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
		Pierce Transit of the proposed changes which are to be considered.	
<p>2.04.010 - Offices. The principal office of Pierce Transit as of November 19, 1987, shall be located at 3701 96th Street S.W., Lakewood, Washington 98499. Pierce Transit may have such other offices, within Pierce County as the board of commissioners may determine from time to time.</p>	DELETE	N/A	This language is unnecessary in bylaws.
<p>2.04.020 - Board composition and terms.A. The board of commissioners (hereinafter referred to as the board) shall consist of nine members and may include one nonvoting member, selected as follows:</p> <ol style="list-style-type: none"> 1. Two members voted by the City Council of the City of Tacoma; 2. One member voted by the City Council of the City of Lakewood; 3. Two members voted by the Pierce County Council; 4. One member voted by the City Council of Puyallup; 	<p>2.042.00120 - Board composition and terms.</p> <p>A. <u>As established after review of board composition held in accord with RCW 36.57A.055, the Board of commissioners (hereinafter referred to as the "board") shall consist</u> of nine <u>voting</u> members and may include one nonvoting member, selected as follows:</p> <ol style="list-style-type: none"> 1. Two <u>voting</u> members voted by the City Council of the City of Tacoma; 2. One <u>voting</u> member voted by the City Council of the City of Lakewood; 	<p>2.02.01 - Board composition and terms.</p> <p>A. As established after review of board composition held in accord with RCW 36.57A.055,the Board consists of nine voting members and may include one nonvoting member, selected as follows:</p> <ol style="list-style-type: none"> 1. Two voting members voted by the City Council of the City of Tacoma; 2. One voting member voted by the City Council of the City of Lakewood; 	Seeks to clarify that the composition was set by the Board composition review committee process as mandated by RCW 36.57A.055 and clarity on voting members vs. non-voting member.

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
<p>5. One member voted by the City Council of University Place;</p> <p>6. One at-large member voted on by the Fife, Edgewood, and Milton City Councils;</p> <p>7. One at-large member voted by the representatives of the city and town councils of Auburn, Fircrest, Gig Harbor, Pacific, Ruston and Steilacoom.</p> <p>8. One nonvoting member, pursuant to RCW 36.57.030(5), who may serve on the Board upon recommendation by the labor organization representing Pierce Transit's public transportation employees. If Pierce Transit's employees are represented by more than one labor organization, all such labor organizations shall select the nonvoting member by majority vote. The nonvoting member shall comply with all governing bylaws and policies of Pierce Transit.</p>	<p>3. Two <u>voting</u> members voted by the Pierce County Council;</p> <p>4. One <u>voting</u> member voted by the City Council of Puyallup;</p> <p>5. One <u>voting</u> member voted by the City Council of University Place;</p> <p>6. One <u>voting</u> at-large member voted on by the Fife, Edgewood, and Milton City Councils;</p> <p>7. One <u>voting</u> at-large member voted by the representatives of the city and town councils of Auburn, Fircrest, Gig Harbor, Pacific, Ruston and Steilacoom.</p> <p>8. One nonvoting member, pursuant to RCW 36.57.030(5), who may serve on the Board upon recommendation by the labor organization representing Pierce Transit's public transportation employees. If Pierce Transit's employees are represented by more than one labor organization, all such labor organizations shall select the nonvoting member by majority vote. The nonvoting member shall comply with all governing bylaws and policies of Pierce Transit.</p> <p>B. All voting members of the Pierce Transit Board must be elected officials of the jurisdiction they represent.</p> <p>C. The members of the Board of Commissioners of Pierce Transit</p>	<p>3. Two voting members voted by the Pierce County Council;</p> <p>4. One voting member voted by the City Council of Puyallup;</p> <p>5. One voting member voted by the City Council of University Place;</p> <p>6. One voting at-large member voted on by the Fife, Edgewood, and Milton City Councils;</p> <p>7. One voting at-large member voted by the representatives of the city and town councils of Auburn, Fircrest, Gig Harbor, Pacific, Ruston and Steilacoom.</p> <p>8. One nonvoting member, pursuant to RCW 36.57.030(5), who may serve on the Board upon recommendation by the labor organization representing Pierce Transit's public transportation employees. If Pierce Transit's employees are represented by more than one labor organization, all such labor organizations</p>	

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
<p>B. All voting members of the Pierce Transit Board must be elected officials of the jurisdiction they represent.</p> <p>C. The members of the Board of Commissioners of Pierce Transit shall serve a three-year term. Each voting member shall hold office until:</p> <ol style="list-style-type: none"> 1. The expiration of the term for which he/she is elected; 2. The appointment or election of a new Commissioner from the member's respective jurisdiction; 3. The member is no longer an elected official of his or her respective jurisdiction; or 4. Resignation. 	<p>shall serve a three-year term. Each voting member shall hold office a seat on the Bboard until:</p> <ol style="list-style-type: none"> 1. The expiration of the term for which he/she<u>they are</u> elected <u>at their respective jurisdiction</u>; 2. The appointment or election of a new Commissioner from the member's respective jurisdiction<u>(s)</u>; 3. The member is no longer an elected official of his or her<u>their</u> respective jurisdiction; or 4. Resignation. 	<p>shall select the nonvoting member by majority vote. The nonvoting member shall comply with all governing bylaws and policies of Pierce Transit.</p> <p>B. All voting members of the Board must be elected officials of the jurisdiction they represent.</p> <p>C. The members of the Board shall serve a three-year term. Each voting member shall hold a seat on the Board until:</p> <ol style="list-style-type: none"> 1. The expiration of the term for which they are elected at their respective jurisdiction; 2. The appointment or election of a new Commissioner from the member's respective jurisdiction(s); 3. The member is no longer an elected official of their respective jurisdiction; or 4. Resignation. 	
<p>2.08.090 - Responsibilities.</p> <p>The voting members of the board shall be responsible for conducting the legislative business of Pierce Transit. The</p>	<p>2.01.118-090 - Responsibilities.</p> <p>The voting members of the <u>Bboard</u> shall be responsible for the governing body of Pierce Transit <u>and shall be responsible for</u></p>	<p>2.02.03 - Responsibilities.</p> <p>The voting members of the Board shall be the governing body of Pierce Transit and shall be responsible for conducting the legislative business</p>	<p>This section was revised, re-numbered, and moved up to new Section 2.02 and revisions intended to generally set forth Board's</p>

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
<p>voting members of the board shall also review periodically the staff administration of Pierce Transit. Nothing in these bylaws is intended to limit the general powers of the voting members of the board of Pierce Transit pursuant to Chapter 36.57A RCW or hereinafter amended.</p>	<p>conducting the legislative business and fiscal oversight for of Pierce Transit, as more fully described in this Code. The voting members of the Bboard shall also review periodically <u>review the performance of the Chief Executive Officer</u> the staff administration of Pierce Transit. Nothing in these bylaws is intended to limit the general powers of the voting members of the Bboard of Pierce Transit pursuant to Chapter 36.57A RCW or hereinafter amended.</p>	<p>and fiscal oversight for Pierce Transit, as more fully described in this Code. The voting members of the Board shall also periodically review the performance of the Chief Executive Officer. Nothing in these bylaws is intended to limit the general powers of the voting members of the Board pursuant to Chapter 36.57A RCW or hereinafter amended.</p>	<p>oversight and governance responsibilities.</p>
<p>2.08.100 - Compensation.</p> <p>Each board member shall be entitled to the maximum per diem compensation as set forth in RCW 36.57A.050, as enacted or hereafter amended, unless a different amount is established by resolution of the board. Each board member shall be compensated under the following circumstances:</p> <ol style="list-style-type: none"> 1. For attending a regular or special meeting as defined under Pierce Transit Code Sections <u>2.08.010</u> and <u>2.08.020</u>, respectively. 	<p>2.01.128-100 - Compensation.</p> <p>Each Bboard member shall may be enttitled to the maximum per diem compensation as set forth in <u>and in accord with</u> RCW 36.57A.050, as enacted or hereafter amended, unless a different amount is established by resolution of the Bboard. Each Bboard member shall be compensated under the following circumstances:</p> <ol style="list-style-type: none"> 1. For attending a regular or special meeting as defined under Pierce Transit Code Sections 2.038.010 and 2.083.020, respectively. 2. For performing prescribed duties approved by the chairperson. 	<p>2.02.04 - Compensation.</p> <p>Each Board member is be entitled to the maximum per diem compensation as set forth in and in accord with RCW 36.57A.050, as enacted or hereafter amended, unless a different amount is established by resolution of the Board. Each Board member shall be compensated under the following circumstances:</p> <ol style="list-style-type: none"> 1. For attending a regular or special meeting as defined under Pierce Transit Code Sections 2.03.01 and 2.03.02, respectively. 	<p>This section was re-numbered revised and moved up to new Section 2.02.</p> <p>Revisions made to reference the Pierce Transit Compensation Guidelines for Board of Commissioners recently adopted by the Board on May 13, 2019.</p>

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
<p>2. For performing prescribed duties approved by the chairperson.</p>	<p><u>Compensation to Bboard members shall be administered in accordance with the Pierce Transit Compensation Guidelines for Board of Commissioners.</u></p>	<p>2. For performing prescribed duties approved by the chairperson.</p> <p>Compensation to Board members shall be administered in accordance with the Pierce Transit Compensation Guidelines for Board of Commissioners.</p>	
<p>Chapter 2.08 – MEETINGS</p> <p>2.08.010 - Regular.</p> <p>The regular meetings of the board of Pierce Transit shall be held at 3701 96th Street S.W., Lakewood, Washington, at the hour of 4:00 p.m. on the second Monday of each month. However, the board may designate an alternative regular meeting location and/or an alternative regular meeting date whenever the board finds it in the best interests of Pierce Transit.</p>	<p>Chapter 2.038 - MEETINGS</p> <p><u>Sections:</u></p> <p>2.083.010 -- Regular.</p> <p>The regular meetings of the <u>Bboard of Pierce Transit</u> shall be held at <u>3720 96th Street SW</u>3701 96th Street S.W., Lakewood, Washington, at the hour of 4:00 p.m. on the second Monday of each month. However, the b<u>B</u>Board may designate an alternative regular meeting location and/or an alternative regular meeting date whenever the <u>B</u>board finds it in the best interests of Pierce Transit.</p>	<p>Chapter 2.03 – MEETINGS</p> <p>2.03.01 - Regular.</p> <p>The regular meetings of the Board shall be held at 3720 96th Street SW, Lakewood, Washington, at the hour of 4:00 p.m. on the second Monday of each month. However, the Board may designate an alternative regular meeting location and/or an alternative regular meeting date whenever the Board finds it in the best interests of Pierce Transit.</p>	<p>Re-numbered and updated address of meeting.</p>
<p>2.08.020 - Special.</p> <p>Special meetings of the board may be called by the chairperson. A majority of the members of the board of Pierce Transit may call a meeting by signing a request that</p>	<p>2.083.020 - Special.</p> <p>Special meetings of the <u>B</u>board may be called <u>at any time</u> by the chairperson <u>or by a majority of the members of the board by delivering written notice personally, by mail, by</u></p>	<p>2.03.02 - Special.</p> <p>Special meetings of the Board may be called at any time by the chairperson or by a majority of the members of the Board by delivering written notice personally, by mail, by</p>	<p>Re-numbered and revised to simplify process for calling special meetings and clarifies that study sessions are special meetings subject to the OPMA.</p>

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
<p>same be called and delivering the request to the clerk of the board who shall forthwith give notice to the public and members of the board of the time and place of the meeting which notice shall be given not less than 24 hours before the time specified for such meeting and such request.</p>	<p>fax, or by electronic mail to each member of the governing body<u>Board with a copy to the Clerk of the Bboard. T.</u>A majority of the members of the board of Pierce Transit may call a meeting by signing a request that same be called and delivering the request to the Clerk of the Bboard who shall then<u>forthwith</u> give notice to the public and members of the board of the time and place of the meeting which notice shall be given not less than 24 hours before the time specified for such meeting and such request<u>in accord with the Open Public Meetings Act, RCW 42.30 as may be amended from time to time. As needed, the board may hold study sessions which shall be considered special meetings, and administered as such.</u></p>	<p>fax, or by electronic mail to each member of the governing body with a copy to the Clerk of the Board. The Clerk of the Board shall then give notice to the public and members of the Board in accord with the Open Public Meetings Act, RCW 42.30 as may be amended from time to time. As needed, the Board may hold study sessions which shall be considered special meetings, and administered as such.</p>	
<p>2.08.030 - Quorum. At all meetings of the board a majority of the voting members of the board shall constitute a quorum for the transaction of business, but a less number may adjourn from time to time and may compel the attendance of absent members in such manner and under such penalties as may</p>	<p>2.038.030 - Quorum. At all meetings of the board a Five voting members of the Bboard is a majority and A majority of the voting members of the board shall constitute a quorum. A quorum is required for any action of the Bboard, including conducting public hearings. for the transaction of business, but a less number may adjourn from time to time and may</p>	<p>2.03.03 - Quorum. Five voting members of the Board is a majority and shall constitute a quorum. A quorum is required for any action of the Board, including conducting public hearings.</p>	<p>Simplifies statement of how many voting members is a quorum and clarifies that a quorum is necessary for public hearings.</p>

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
<p>be prescribed by resolution. Notwithstanding the foregoing, all members of the board shall comply with the Open Public Meetings Act as it applies to meetings and other conduct of the board.</p>	<p>compel the attendance of absent members in such manner and under such penalties as may be prescribed by resolution. Notwithstanding the foregoing, all members of the board shall comply with the Open Public Meetings Act as it applies to meetings and other conduct of the board.</p>		
<p>2.08.040 - Chairperson.</p> <p>The chairperson shall preside at all meetings of the board. In the event of his/her absence from any meeting, the vice-chairperson shall perform the duties of the chairperson, as outlined in Section 2.16.030 of these bylaws. Absence is defined as the chairperson being unable or unwilling to conduct the duties and business of the position of chairperson.</p>	<p>2.0<u>8</u>3.040 - Chairperson.</p> <p>The chairperson shall preside at all meetings of the bBoard. In the event of his/her<u>their</u> absence from any meeting, the vice-chairperson shall perform the duties of the chairperson, as outlined in Section 2.16.030 of these bylaws. Absence is defined as the chairperson being unable or unwilling to conduct the duties and business of the position of chairperson. <u>The chairperson shall be a voting member of the Board with a vote equal in weight to the vote of any commissioner.</u></p>	<p>2.03.04 - Chairperson.</p> <p>The chairperson shall preside at all meetings of the Board. In the event of their absence from any meeting, the vice-chairperson shall perform the duties of the chairperson. Absence is defined as the chairperson being unable or unwilling to conduct the duties and business of the position of chairperson. The chairperson shall be a voting member of the Board with a vote equal in weight to the vote of any commissioner.</p>	<p>Re-numbered, fixes internal references, and confirms that Chair has a vote equal in weigh to any other Board member.</p>

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
<p>2.08.050 - Voting.</p> <p>All voting members in attendance, including the chairperson, at board meetings shall vote on matters brought before the authority (unless excused by a majority of members in attendance). Motions drawing a tie vote shall be deemed lost. All votes taken shall be by voice vote unless a roll call is requested by a member of the board present at the meeting.</p> <p>2.08.080 – Authority Decisions</p> <p>A majority vote of the voting members at a meeting at which a quorum is present shall be the act of the authority. The majority vote must have at least four affirmative votes if only five voting members are present, or if only five voting members vote (excluding abstentions) on an authority act, in order to be an authority decision unless a greater number is required by law or by the by-laws.</p>	<p>2.083.050 -- Voting <u>and Authority Decisions.</u></p> <p>All voting members in attendance <u>at Board meetings</u>, including the chairperson, <u>at board meetings may shall</u> vote on matters brought before the <u>authority Bboard(unless excused by a majority of members in attendance).</u> <u>Motions drawing a tie vote shall be deemed lost.</u> All votes taken shall be by voice vote unless a roll call is requested by a member of the <u>Bboard</u> present at the meeting.</p> <p>A majority vote <u>of the voting members of the votes cast</u> at a meeting at which a quorum is present <u>and at least four affirmative votes are is required for approval of an action, decision, or choice by the Bboard</u> unless a greater number is required by law, <u>Robert’s Rules of Order Newly Revised, or by these by-laws.</u> The majority vote must have at least four affirmative votes if only five voting members are present. <u>Motions drawing a tie vote shall be deemed lost.</u></p>	<p>2.03.05 – Voting and Authority Decisions.</p> <p>All voting members in attendance at Board meetings, including the chairperson, may vote on matters brought before the Board. All votes taken shall be by voice vote unless a roll call is requested by a member of the Board present at the meeting.</p> <p>A majority vote of the votes cast at a meeting at which a quorum is present and at least four affirmative votes are required for approval of an action, decision, or choice by the Board unless a greater number is required by law, Robert’s Rules of Order Newly Revised, or by these by-laws. The majority vote must have at least four affirmative votes if only five voting members are present. Motions drawing a tie vote shall be deemed lost.</p>	<p>Consolidates two former sections – 2.08.050 and 2.08.080 into one section that has been re-numbered.</p> <p>Additional revisions intended to preserve true right of abstention to be the member’s priority, not requiring approval of the members in attendance.</p> <p>Prior wording in 2.08.080 meant that a decision needed to be made with a majority vote of all voting members present at the meeting – which has the effect of making an abstaining vote be a “nay” vote. Revisions clarify that actions occur resulting from the majority of votes cast not the majority of Members present at the meeting.</p> <p>Also, revisions re-state and preserve the concept that at least four votes are needed for any action, even if a majority vote would be three votes in an instance where just five members (a quorum) are present.</p>

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
<p>2.08.060 - Order of business.</p> <p>The clerk of the board may alter the order of business for a particular board meeting for purposes of efficiency or to accommodate special needs of board members, staff or the public upon direction of, or with the approval of, the chairperson or chief executive officer.</p>	<p>2.038.060 - Order of business, <u>Consent Agenda, and Action of the Board.</u></p> <p>The <u>C</u>lerk of the <u>B</u>oard may alter the order of business for a particular <u>B</u>oard meeting for purposes of efficiency or to accommodate special needs of <u>B</u>oard members, staff or the public upon direction of, or with the approval of, the chairperson or chief executive officer.</p> <p><u>The consent agenda allows for action to be taken on all items on the consent agenda by one motion. Any voting member may remove an item from the consent agenda for consideration as regular business. Action on any item on the consent agenda is equal in effect to any action approved as regular business. Action of the Board shall be by motion or resolution as required by law</u></p>	<p>2.03.06 - Order of business, Consent Agenda, and Action of the Board.</p> <p>The Clerk of the Board may alter the order of business for a particular Board meeting for purposes of efficiency or to accommodate special needs of Board members, staff or the public upon direction of, or with the approval of, the chairperson or chief executive officer.</p> <p>The consent agenda allows for action to be taken on all items on the consent agenda by one motion. Any voting member may remove an item from the consent agenda for consideration as regular business. Action on any item on the consent agenda is equal in effect to any action approved as regular business. Action of the Board shall be by motion or resolution as required by law.</p>	<p>Changes address the use of the consent agenda for Board meetings.</p>
<p>2.08.070 - Conduct.</p> <p>Robert's Rules of Order Newly Revised shall govern the conduct of board meetings except where in conflict with these bylaws or other resolution of the board.</p>	<p>2.083.070 - Conduct.</p> <p>Robert's Rules of Order Newly Revised shall govern the conduct of <u>B</u>oard meetings except where in conflict with these bylaws or other resolution of the board.</p>	<p>2.03.07 - Conduct.</p> <p>Robert's Rules of Order Newly Revised shall govern the conduct of Board meetings except where in conflict with these bylaws.</p>	<p>Recommended to not change conduct by resolution and instead agree to be bound to bylaws and where bylaws are silent, on Robert's Rules.</p>

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
<p>2.08.080 – Authority Decisions</p> <p>A majority vote of the voting members at a meeting at which a quorum is present shall be the act of the authority. The majority vote must have at least four affirmative votes if only five voting members are present, or if only five voting members vote (excluding abstentions) on an authority act, in order to be an authority decision unless a greater number is required by law or by the by-laws.</p>	<p>Moved to new section 2.03.050.</p>	<p>See paragraph 2.03.050</p>	<p>Consolidated and incorporated into paragraph 2.03.050 above</p>
<p>2.28.060 - Resolutions.</p> <p>The vote on all formal resolutions of the board shall be recorded in the minutes, and each such resolution shall be signed by the chairperson and the clerk of the board.</p>	<p>2.28<u>03</u>.060<u>09</u> - Resolutions.</p> <p>The vote on all formal resolutions of the Bboard shall be recorded in the minutes, and each such resolution shall be signed by the chairperson and the Clerk of the bBoard.</p>	<p>2.03.09- Resolutions.</p> <p>The vote on all formal resolutions of the Board shall be recorded in the minutes, and each such resolution shall be signed by the chairperson and the Clerk of the Board.</p>	<p>Re-numbered paragraph.</p>
<p>Chapter 2.12 – CHAIRPERSON The chairperson shall be a voting member of the board elected by the voting members by majority vote at a regular or special meeting of the board.</p>	<p>Chapter 2.04<u>12</u> – CHAIRPERSON <u>AND VICE CHAIRPERSON</u> <u>Sections:</u> 2.04.01<u>12.010</u> – Election <u>of Chair and Vice Chair and Filling Vacancies.</u> The chairperson <u>and vice chairperson</u> shall be a voting</p>	<p>Chapter 2.04 – CHAIRPERSON AND VICE CHAIRPERSON</p> <p>2.04.01 – Election of Chair and Vice Chair and Filling Vacancies.</p> <p>The chairperson and vice chairperson shall be voting members of the Board elected by the voting</p>	<p>The sections on Chair and Vice Chair have been put in the same paragraph because they are on the same election cycle, they are elected in the same way, and the Vice Chair's duties are the same as the Chair's when the Chair is unavailable.</p>

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
	<p>members of the board elected by the voting members by majority vote at a regular or special meeting of the board.</p> <p><u>In the event of a vacancy in the chairperson's position, the vice chairperson shall automatically assume the position of the chairperson for the remainder of the term, unless the vice chairperson declines, which will create a vacancy in the chairperson position. In the event of a vacancy, the voting members will elect a new chairperson or vice chairperson at the next regular meeting.</u></p>	<p>members by majority vote at a regular or special meeting of the Board.</p> <p>In the event of a vacancy in the chairperson's position, the vice chairperson shall automatically assume the position of the chairperson for the remainder of the term, unless the vice chairperson declines, which will create a vacancy in the chairperson position. In the event of a vacancy, the voting members will elect a new chairperson or vice chairperson at the next regular meeting.</p>	<p>New provision to clarify that Vice Chair ascends to position of Chair (at their option) if the Chair position becomes vacant.</p>
<p>2.12.020 - Term.</p> <p>The chairperson shall be elected from among the voting members at a first meeting in June of each year. In the event of a vacancy, the voting members will elect a new chairperson at the next regular meeting. A board member shall not serve as chairperson for more than two consecutive one-year terms, effective May 1983.</p>	<p>2.04.0212.020 -- <u>Term of Chair and Vice Chair.</u></p> <p>The Cchairperson <u>and Vice Chairperson</u> shall be elected from among the voting members at <u>the regular Board meeting in June of each year with their leadership position to begin in July, a first meeting in June of each year, unless a vacancy occurs sooner.</u> In the event of a vacancy, the voting members will elect a new chairperson or vice chairperson at the next regular meeting.</p>	<p>2.04.02 – Term of Chair and Vice Chair.</p> <p>The Chairperson and Vice Chairperson shall be elected from among the voting members at the regular Board meeting in June of each year with their leadership position to begin in July, unless a vacancy occurs sooner.</p> <p>A Board member shall not serve as chairperson for more than two consecutive one-year terms. A Board member shall not serve as</p>	<p>Chair and Vice Chair issues are consolidated in one section</p>

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
	<p>A Bboard member shall not serve as chairperson for more than two consecutive one-year terms. A Board member shall not serve as vice chairperson for more than two consecutive one-year terms effective May 1983.</p>	<p>vice chairperson for more than two consecutive one-year terms.</p>	
<p>2.12.030 - Duties.</p> <p>In addition to the powers and duties granted by these bylaws, the chairperson shall have such other powers and duties as shall be prescribed by law or by resolution of the board.</p>	<p>2.04.0312.030 <u>2.04.0312.030</u> – Duties <u>of Chair and Vice Chair.</u></p> <p>In addition to the powers and duties granted by these bylaws, the chairperson <u>and vice chairperson</u> shall have such other powers and duties as shall be prescribed by law or by resolution of the bBoard. <u>In the absence of the chairperson, the vice-chairperson shall perform the duties of the chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the chairperson. The vice-chairperson shall perform other duties as may be assigned to him/her by the chairperson or by the Board of commissioners.</u></p>	<p>2.04.03 – Duties of Chair and Vice Chair.</p> <p>In addition to the powers and duties granted by these bylaws, the chairperson and vice chairperson shall have such other powers and duties as shall be prescribed by law or by resolution of the Board. In the absence of the chairperson, the vice-chairperson shall perform the duties of the chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the chairperson. The vice-chairperson shall perform other duties as may be assigned to him/her by the chairperson or by the Board.</p>	<p>Consolidating sections on Chair and Vice Chair.</p>
<p>Chapter 2.16 - VICE-CHAIRPERSON 2.16.010 - Election. The vice-chairperson shall be a voting member of the board elected by the voting members by</p>	<p>Moved to new section</p>	<p>See paragraph 2.04 above</p>	<p>Incorporated in paragraph 2.04 above</p>

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
<p>majority vote at a regular or special meeting of the board.</p> <p>2.16.020 - Term. The vice-chairperson shall be elected from among the members at the first meeting in February of each year. In the event of a vacancy, the members will elect a new vice-chairperson at the next regular meeting. A board member shall not serve as vice-chairperson for more than two consecutive one-year terms, effective May 1983.</p> <p>In addition to the powers and duties granted by these bylaws, the vice-chairperson shall have such other powers and duties as shall be prescribed by law or by resolution of the board. In the absence of the chairperson, the vice-chairperson shall perform the duties of the chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the chairperson. The vice-chairperson shall perform other duties as may be assigned to him/her by the chairperson or by the board of commissioners.</p>			

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
<p>2.24.030 - Committees.</p> <p>Committees of the board shall be created from time to time by act of the voting members of the board as needed to facilitate the conduct of business. Except where a motion is adopted with respect to a particular committee specifying a different method of appointment, the chairperson shall make the appointments to such committees. Terms of the committees should coincide with the term of the chairperson.</p>	<p>2.05.01^{2.05.0124.030} - Committees.</p> <p>Committees of the Board shall be created from time to time by act of the voting members of the Board as needed to facilitate the conduct of business. Except where a motion is adopted with respect to a particular committee specifying a different method of appointment, the chairperson shall make the appointments to such committees. Terms of the committees <u>members</u> should coincide with <u>the term of the chairperson their term on the Board.</u></p>	<p>2.05.01 - Committees.</p> <p>Committees of the Board shall be created from time to time by act of the voting members of the Board as needed to facilitate the conduct of business. Except where a motion is adopted with respect to a particular committee specifying a different method of appointment, the chairperson shall make the appointments to such committees. Terms of committee members should coincide with their term on the Board.</p>	<p>Revisions propose to have committee members serve until the end of their term on the Board, not until the end of the Chair's term (which is just one year). Will create less work for the Chair and greater consistency on committees.</p>
<p>Chapter 2.20 - CLERK OF THE BOARD</p> <p>2.20.010 - Appointment.</p> <p>The voting members of the board of commissioners and the chief executive officer shall appoint a clerk of the board who shall have such power and perform such duties as prescribed by law, or action of the board.</p> <p>2.20.020 - Duties.</p>	<p>Chapter 2.0620 - CLERK <u>RECORDS</u> OF THE BOARD</p> <p><u>Sections:</u></p> <p>2.20.010 -- Appointment. The voting members of the board of commissioners and the chief executive officer shall appoint a clerk of the board who shall have such power and perform such duties as prescribed by law, or action of the board. (Res. 82-120 §8(a); Res. 84-098 §1(Ex. 1(part)); Res. 00-041 (part))</p>	<p>Chapter 2.06 - RECORDS OF THE BOARD</p> <p>2.06.01 - Board action and other legal documents.</p> <p>All board minutes, records of board action, resolutions, and written contractual obligations of Pierce Transit are to be retained by the Clerk of the Board and made part of the agency official files, which shall be maintained as required by law. The Clerk of the Board is Pierce</p>	<p>The provisions about appointment of the Clerk of the Board are unnecessary in Bylaws. Revisions are proposed to identify which of the Board's key records are to be retained by the Clerk.</p>

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
<p>A. The clerk of the board serves as a liaison between the board and Pierce Transit staff. The clerk of the board shall respond to requests from members of the board. The clerk of the board, in addition to his/her other duties shall be responsible for documenting compensation paid to the board in accordance with "Meeting Compensation Guidelines" as approved by the board. The clerk of the board shall also be responsible for keeping the minutes, resolutions of the board, and all other legal documents. Such records shall be kept at the principal office of the authority and shall be made available for inspection by the public in accordance with state law.</p> <p>B. The clerk of the board is designated as the employee responsible for distribution of all American Public Transportation Association transit board members committee communications to members of the board of Pierce Transit.</p>	<p>(Res. No. 10-010, § 1, 6-14-2010) 2.20.020 – Duties: A. — The clerk of the board serves as a liaison between the board and Pierce Transit staff. The clerk of the board shall respond to requests from members of the board. The clerk of the board, in addition to his/her other duties shall be responsible for documenting compensation paid to the board in accordance with "Meeting Compensation Guidelines" as approved by the board. The clerk of the board shall also be responsible for keeping the minutes, resolutions of the board, and all other legal documents. Such records shall be kept at the principal office of the authority and shall be made available for inspection by the public in accordance with state law. B. — The clerk of the board is designated as the employee responsible for distribution of all American Public Transportation Association transit board members committee communications to members of the board of Pierce Transit. (Res. 82-96 §1; Res. 82-120 §8(b); Res. 84-098 §1(Ex. I(part)); Res. 00-041 (part); Res. 04-003 (part)) 2.20.030 – Minutes.</p>	<p>Transit’s agent for service of process and is responsible for administering the official seal of Pierce Transit.</p>	

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
<p>2.20.030 - Minutes.</p> <p>A. The clerk of the board shall cause to be recorded electronically all of the regular and special Pierce Transit board meetings and shall maintain these recordings for such period of time as may be required by applicable state laws and regulations.</p> <p>B. At the conclusion of each regular or special meeting of the Pierce Transit board, the clerk of the board shall cause the minutes to be prepared in a brief and concise manner, which minutes shall contain an accurate resume of the board's official action with reference to all matters properly before it.</p> <p>C. Minutes of board meetings shall be mailed to each member of the board following each meeting. The official copy for each meeting shall be signed by the chairperson and clerk of the board and shall become part of the permanent records file.</p> <p>2.20.040 - Resolutions.</p>	<p>A. The clerk of the board shall cause to be recorded electronically all of the regular and special Pierce Transit board meetings and shall maintain these recordings for such period of time as may be required by applicable state laws and regulations.</p> <p>B. At the conclusion of each regular or special meeting of the Pierce Transit board, the clerk of the board shall cause the minutes to be prepared in a brief and concise manner, which minutes shall contain an accurate resume of the board's official action with reference to all matters properly before it.</p> <p>C. Minutes of board meetings shall be mailed to each member of the board following each meeting. The official copy for each meeting shall be signed by the chairperson and clerk of the board and shall become part of the permanent records file.</p> <p>(Res. 82-120 §8(c); Res. 84-098 §1(Ex. 1(part)); Res. 98-010 §3)</p> <p>2.20.040 - Resolutions.</p> <p>The clerk of the board shall cause resolutions to be prepared as documentation of certain board action. Resolutions are signed by the board chairperson and the clerk</p>		

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
<p>The clerk of the board shall cause resolutions to be prepared as documentation of certain board action. Resolutions are signed by the board chairperson and the clerk of the board and are made a part of the permanent records file.</p> <p>2.20.050 - Other legal documents. All written contractual obligations of Pierce Transit, including, but not limited to, contracts, leases, and assignments are to be referenced by the clerk of the board and made part of the agency record files, which shall be maintained as required by law.</p>	<p>of the board and are made a part of the permanent records file. (Res. 82-120 §8(d); Res. 84-098 §1(Ex. 1(part)))</p> <p><u>2.206.0150 - Other Board action and other</u> legal documents. All <u>board minutes, records of board action, resolutions, and</u> written contractual obligations of Pierce Transit, including, but not limited to, contracts, leases, and assignments are to be referenced-retained by the <u>C</u>lerk of the <u>B</u>oard and made part of the agency <u>official record</u> files, which shall be maintained as required by law. <u>The Clerk of the Board is Pierce Transit's agent for service of process and is responsible for administering the official seal of Pierce Transit.</u></p>		
<p>2.24.020 - Legal counsel. The voting members of the board may appoint legal counsel as necessary.</p>	<p>DELETE</p>	<p>N/A</p>	<p>This provision is unnecessary in the bylaws as the Board already has this authority under RCW 36.57A.</p>
<p>Chapter 2.28 – General Provisions 2.28.010 - Contracts.</p>	<p>ENTIRE SECTIONS DELETED</p>	<p>N/A</p>	<p>These deleted provisions are unnecessary in the bylaws as the Board already has this</p>

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
<p>The voting members of the board may authorize any officer or officers, agent or agents of Pierce Transit, in addition to the officers so authorized by resolution to enter into any contract or execute and deliver any instrument in the name of and on behalf of Pierce Transit, and such authorization may be general or may be confined to specific instances.</p> <p>2.28.020 - Warrants. All disbursements of Pierce Transit shall be by warrant drawn by the executive director of finance, auditor or as otherwise directed by law. All requests for warrants shall be signed as directed by board resolution.</p> <p>2.28.030 - Notes. All notes or other evidence of indebtedness, including bills, issued or incurred in the name of Pierce Transit shall be signed by such officer, member, agent or employee of Pierce Transit, and in such manner as shall from time to time to be determined by resolution of the board.</p> <p>2.28.040 - Deposits.</p>			<p>authority under RCW 36.57A's general powers.</p>

Current Language	Proposed Revision	Final Language	Explanation/Justification for Revision
<p>All funds of Pierce Transit shall be deposited in the appropriate funds established by resolution. The executive director of finance shall be custodian of the funds and is, subject to approval by resolution of the board, authorized to invest such funds in the manner provided by law.</p> <p>2.28.050 - Gifts. The board may accept on behalf of Pierce Transit any contribution, gift, bequest, or devise, for any purpose of Pierce Transit.</p>			

TITLE: Authorizing 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

DIVISION: Service Delivery & Support

SUBMITTED BY: Mike Griffus, Executive Director, Service Delivery and Support

RELATED ACTION: Resolution No 15-038, Sound Transit Express Bus Service Operating and Maintenance Agreement.

ATTACHMENTS: Proposed Resolution Exhibit A, Amendment No 2

RELATION TO STRATEGIC PLAN: Financial

REVENUE TO PIERCE TRANSIT: \$57 million

BUDGET INFORMATION: All operating expenditures associated with providing the service for this contract are included in the proposed 2020 Budget.

BACKGROUND:

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 Sound Transit Express Bus Service Operations and Maintenance that extends through December 31, 2019. Accommodating both local and regional transit operations needs are important to the citizens and region. Pierce Transit and Sound Transit have maintained an interagency agreement for the operation of Regional Express Bus Operations and Maintenance for many years. Staff from Pierce Transit and Sound Transit have 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. The proposed Amendment No. 2 will extend the Agreement to December 31, 2020. The estimated revenue to Pierce Transit to operate this service is approximately \$57 million for 2020. There are no changes to the routes, hours or services currently operated by Pierce Transit.

Both parties have reached a tentative agreement. Amendment No. 2 was approved at the Sound Transit Board meeting on July 25, 2019. Negotiations for the next five (5) year contract for Sound Transit Express Bus Service Operations and Maintenance are to begin September 2019.

STAFF RECOMMENDATION:

Staff recommends the approval of Resolution No. 2019-034, authorizing execution of Amendment No. 2 to the Sound Transit Express Bus Service Operating and Maintenance extending the contract for one (1) year through December 31, 2020.

ALTERNATIVES:

Do not authorize the CEO to execute Amendment No. 2 to extend the Sound Transit Express Bus Operations and Maintenance Contract. The result of this would be termination of the existing contract that expires on December

31, 2019. This would be detrimental to the region as citizens of Pierce County and the South Sound rely on this service to travel to and from work.

PROPOSED MOTION:

Move to: Approve Resolution No. 2019-034, authorizing the Chief Executive Officer to execute Amendment No. 2 of the Sound Transit Express Bus Operation and Maintenance Contract extending the contract for one year through December 31, 2020.

RESOLUTION NO. 2019-034

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to
2 Execute Amendment No 2. to Extend the Sound Transit Express Bus Service Operations and Maintenance
3 Contract Through December 31, 2020
4

5 WHEREAS, Pierce Transit and Sound Transit have maintained an interagency agreement for the
6 operation of Regional Express Bus Operations and Maintenance for many years; and

7 WHEREAS, Pierce Transit and Sound Transit are authorized to contract for public transportation services
8 pursuant to RCW 36.57.080 and RCW 39.33.050; and

9 WHEREAS; Staff from Pierce Transit and Sound Transit have negotiated a fair and reasonable service
10 agreement that ensures high quality service and an equitable compensation plan for the operations of Sound
11 Transit Express Bus Service Operations and Maintenance; and

12 WHEREAS, Pierce Transit operates and maintains a significant portion of Sound Transit’s regional bus
13 fleet in accordance with the terms of the Interagency Agreement for Sound Transit Express Bus Service
14 Operations and Maintenance; and

15 WHEREAS, the proposed Amendment No. 2 will extend the Agreement to December 31, 2020. The
16 extension is expected to result in an estimated \$57 million additional revenue for 2020; and

17 WHEREAS, there are no changes to the routes, hours or services currently operated by Pierce Transit;
18 and

19 WHEREAS, both parties have reached a tentative agreement as outlined in Amendment No. 2; and

20 WHEREAS, the Sound Transit Board approved Amendment No. 2. at its July 25, 2019 Board meeting;
21 and

22 WHEREAS, negotiations for the next expected five (5) year contract for Sound Transit Express Bus Service
23 Operations and Maintenance are to begin September 2019.

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

25 Section 1. The Board of Commissioners hereby authorizes the Chief Executive Officer to execute
26 Amendment No 2. to the Sound Transit Express Bus Operation and Maintenance Contract extending the contract
27 for one year through December 31, 2020.
28
29
30



Action Agenda

TITLE: Adoption of Revision No. 1 of the Pierce Transit Public Transportation Agency Safety Plan

DIVISION: Service Delivery & Support

SUBMITTED BY: Reggie Reese, Safety Manager

RELATED ACTION:

Resolution No. 17-034, Adopting the Pierce Transit Public Transportation Agency Safety Plan.

ATTACHMENTS:

RELATION TO STRATEGIC PLAN: Financial

Proposed Resolution
Exhibit A, Pierce Transit Public Transit Agency Safety Plan

BUDGET INFORMATION: N/A

BACKGROUND:

The Public Transportation Agency Safety Plan (PTASP) final rule (49 C.F.R. Part 673) requires certain operators of public transportation systems that are recipients or sub-recipients of FTA grant funds to develop safety plans that include the processes and procedures necessary for implementing Safety Management Systems (SMS). The final rule became effective on July 19, 2019.

Each transit agency is required to certify that it has a safety plan meeting the requirements of the rule by July 20, 2020. The rule **applies** to:

- Recipients or sub-recipients of financial assistance under 49 U.S.C. § 5307 that operate a public transportation system.
- Operators of rail systems subject to FTA's State Safety Oversight Program.

On September 11, 2017 the Board of Commissioners adopted the Pierce Transit Public Transportation Agency Safety Plan by Resolution No. 2017-034, which served as a high-level overview of the Agency's Safety Program. Since that time, the Safety Department has revised this document to fully meet the requirements of 49 C.F.R. Part 673 and greatly enhanced this document by creating a clear road map on how the Agency will meet its safety targets. The Plan is to provide a structured safety management approach that effectively controls operational safety risks and continuously improves the Agency's safety performance. The Federal Transportation Administration requires that the PTASP and future amendments be approved by the Pierce Transit Board. The revised PTASP includes the following components below:

SMS Components of a Safety Plan

- **Safety Management Policy**
- Safety objectives
- Nonpunitive employee reporting program
- Organizational accountabilities and safety responsibilities
- Designation of a Chief Safety Officer

- **Safety Risk Management**
- Processes for hazard identification
- Risk assessment
- Mitigation development

- **Safety Assurance**
- All operators develop processes for:
- Safety performance monitoring and measurement
- Rail and large bus operators develop processes for:
- Management of change
- Continuous improvement

- **Safety Promotion**
- Comprehensive safety training program
- Safety communication

STAFF RECOMMENDATION:

Staff recommends approval of the Public Transportation Agency Safety Plan (PTASP) as presented.

ALTERNATIVES:

Do not approve the PTASP as presented and direct staff to make certain revisions to the Plan.

PROPOSED MOTION:

Move to: Approve Resolution No. 2019-033, adopting Revision 1 of the Pierce Transit Public Transportation Agency Safety Plan in substantially the same form as presented in Exhibit A.

RESOLUTION NO. 2019-033

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Adopting Revision No. 1 of the Pierce Transit
2 Public Transportation Agency Safety Plan
3

4 WHEREAS, the Public Transportation Agency Safety Plan (PTASP) final rule (49 C.F.R. Part 673) requires
5 certain operators of public transportation systems that are recipients or sub-recipients of FTA grant funds to
6 develop safety plans that include the processes and procedures necessary for implementing Safety Management
7 Systems (SMS); and

8 WHEREAS, the final rule became effective on July 19, 2019; and

9 WHEREAS, each transit operator is required to certify that it has a safety plan meeting the requirements
10 of the rule by July 20, 2020; and

11 WHEREAS, On September 11, 2017, the Board of Commissioners adopted the PTASP by Resolution No.
12 2017-034; and

13 WHEREAS, since that time, the Safety Department has revised this document to fully meet the
14 requirements of 49 C.F.R. Part 673; and

15 WHEREAS, the proposed Revision 1 to the PTASP serves as a clear road map on how the Agency will
16 meet its safety targets; and

17 WHEREAS, the Federal Transportation Administration requires that the PTASP and future amendments
18 be approved by the Pierce Transit Board.

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

20 Section 1. The Board of Commissioners adopts Revision 1 of the Pierce Transit Public Transportation
21 Agency Safety Plan in substantially the same form as Exhibit A.

22 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
23 the 9th day of September 2019.

24 PIERCE TRANSIT

25 _____
26 Victoria Woodards, Chair
27 Board of Commissioners

28 ATTEST/AUTHENTICATED

29 _____
30 Deanne Jacobson, CMC
31 Clerk of the Board

2019

PUBLIC TRANSPORTATION AGENCY SAFETY PLAN FOR PIERCE TRANSIT



Safety Hotline

253-983-3330

safetyhotline@piercetransit.org

Revision 072319

7/23/19

Revision Record

Version Number	Date	Nature of Revision	Updated By	Approved By
090117	9/1/2017	Developed the Peirce Transit PTASP Plan according to the FTA Guideline for a PTASP development.	Rob Huyck	Sue Dreier
072319	7/23/19	Reviewed, updated, and reformatted the Plan to reflect the current safety work practices.	Reggie Reese Jason Hovde Selena Ngo Bill Kessler Amy Maxwell	Sue Dreier

“This page is intentionally left blank.”

Table of Contents

Revision Record.....	1
1 Acronym Glossary	6
Executive Summary.....	8
2 Safety Management Policy.....	10
2.1 Mission and Policy Statement	10
2.2 Purpose and Applicability	12
2.3 Safety Goals.....	12
2.3.1 GOAL 1: SMS to Reduce Casualties/Occurrences.....	12
2.3.2 GOAL 2: SMS to Foster a Robust Safety Culture	12
2.3.3 GOAL 3: SMS to Enhance System/Equipment Reliability	12
2.3.4 GOAL 4: Annual Safety Goals and Objectives.....	12
2.4 Concept of SMS Operations:	13
2.5 Safety Accountability and Responsibility.....	13
2.5.1 Safety Responsibilities of Chief Executive Officer (CEO)	15
2.5.2 Safety Responsibilities of Chief Safety Department Officer (CSO).....	15
2.5.3 Safety Responsibilities of Safety Manager	15
2.5.4 Safety Responsibilities of Executive Directors and Managers.....	16
2.5.5 Safety Responsibilities of Supervisor	17
2.5.6 Safety Responsibilities of Pierce Transit Employees	17
2.5.7 Safety Responsibilities Matrix.....	17
2.6 Public Safety and Emergency Management Interaction.....	20
2.7 Interface with Internal and External Documents.....	22
2.7.1 Workplace Chemicals.....	23
2.8 Plan reviews and recordkeeping.....	23
3 Safety Risk Management	23
3.1 Hazard Identification and Analysis.....	24
3.1.1 Job Hazard Analysis (JHA)	25
3.1.2 Risk Assessment Survey.....	25
3.1.3 Employee Safety Reporting Program	26
3.1.4 Customer Service Reporting.....	26
3.1.5 Observations of Operations	26

3.1.6	Safety Inspections	29
3.1.7	Event/Incident Reporting and Investigation	31
3.1.8	Incident, Injury and Accident History.....	33
3.2	Safety Risk Evaluation.....	33
3.2.1	Safety Risk Evaluation Matrix	35
3.3	Safety Risk Mitigation	36
4	Safety Assurance	37
4.1	Safety Performance Monitoring and Measurement.....	38
4.1.1	Safety Goals, Objectives, and Performance Targets.....	38
4.1.2	Data Collection.....	41
4.1.3	Key Performance Indicators (KPIs).....	42
4.1.4	Internal and External Audits	42
4.1.5	Employee Surveys	43
4.1.6	Corrective and Preventive Actions Track Log	43
4.2	Management of Changes	43
4.3	Continuous Improvement Process	44
5	Safety Promotion, Training, and Communication	45
5.1	Training.....	45
5.1.1	Employee Safety Training.....	45
5.1.2	Operator Training	45
5.1.3	Mechanical Certification and Training.....	46
5.1.4	Training Assignments and Recordkeeping	46
5.1.5	Training Curriculums	46
5.2	Safety Promotion and Communication.....	46
5.2.1	Employee Safety Meetings.....	46
5.2.2	Safety Committee	47
5.2.3	Safety Bulletin.....	47
5.2.4	Safety Weekly Chats.....	47
5.2.5	Safety Hotline and Safety Suggestion Box.....	47
5.2.6	Employee Recognition Program.....	47
6	APPENDIX A – Job Hazard Analysis Example	48
7	APPENDIX B – Guest Rider Form	50
8	APPENDIX C – DriveCam Sample Good Driving Award	52

9	APPENDIX D – DriveCam Safety Program Presentation.....	53
10	APPENDIX E – Department Inspection Sheets.....	63
11	APPENDIX F – Sample Safety Department Inspection Report from Track-it	73
12	APPENDIX G – Fire Extinguisher Inspection Sheet	75
13	APPENDIX H – Contractor Safety Checklist	76
14	APPENDIX I – Safety Guidelines for Visitors & Contractors.....	79
15	APPENDIX J - Corrective Actions Log.....	81
16	APPENDIX K – Lean Problem Solving & Change Management	82
17	APPENDIX L – Safety E-Learning Courses	83
18	APPENDIX M – POL 3320.11 Administering the Agency Safety Committee	104

1 Acronym Glossary

Acronym	Definition
APP	Accident Prevention Plan
BS&T	Bus Safety & Training
CBA	Collective Bargaining Agreement
CDL	Commercial Driver License
CEO	Chief Executive Officer
CPA	Corrective and Preventable Actions
CSO	Chief Safety Department Officer
DC	DriveCam
DCC	DriveCam Coordinator
EA	Emergency Alarm
EAM	Enterprise Asset Management
EIR	Employee Injury Rates
EOC	Emergency Operations Center
EWS	Early Warning System
FTA	Federal Transit Administration
HD	Hard Drive
IPT	Inside Pierce Transit
IWRP	Inclement Weather Response Plan
JBSC	Joint Bus Safety Committee
JHA	Job Hazard Analysis
KPIs	Key Performance Indicators
LMS	Learning Management System
NTD	National Transit Database
OB	Operator Observation
OPS	Operators
PIR	Passenger Injury Rate

PRC	Public Records Clerk
PRPTs	Policies, Rules, Procedures and Tasks
PT	Pierce Transit
PTASP	Public Transportation Agency Safety Plan
RAIA	Risk Assessment and Impact Analysis
RCA	Root Cause Analysis
RCL	Radio Control Log
REM	Risk Evaluation Matrix
SA	Safety Assurance
SDS	Service Delivery and Support
SMS	Safety Management System
SOP	Standard Operating Procedure
SRM	Safety Risk Management
SSEPP	System Security & Emergency Preparedness Plan
SSPP	Safety System Program Plan
ST	Sound Transit
TAMP	Transit Asset Management Plan
WSTIP	Washington State Transit Insurance Pool

Executive Summary

Pierce Transit improves our service area’s quality of life by providing safe, reliable, innovative and useful transportation services that are locally based and regionally connected. The Agency provides bus service throughout 70 percent of Pierce County, including the cities of Auburn, Edgewood, Fife, Fircrest, Gig Harbor, Joint Base Lewis-McChord, Milton, Puyallup, Ruston, Steilacoom, Tacoma and University Place. The agency also provides service into King County through contracted service with Sound Transit, Puget Sound’s Regional Transit Authority.

Managing risk and safety is at the core of our safety culture and an essential part of our business activities. Pierce Transit has adopted a Safety Management Systems (SMS) framework as an explicit element of the Agency’s responsibility by establishing safety policies; identifying hazards and controlling risks; goal setting; planning; prioritizing resources and measuring performance. Furthermore, the Agency’s SMS is a means to foster Agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.

To ensure transit safety in our system, Pierce Transit has developed this Public Transit Agency Safety Plan (PTASP or the “Plan”) which includes setting performance targets based upon collected data and performance-based criteria.

Pierce Transit’s PTASP is consistent with and supports the Safety Management System (SMS) approach to safety risk management. SMS is an integrated collection of Agency policies, processes, and behaviors that ensures a formalized, proactive and data-driven approach to safety risk management.

The goal of Pierce Transit’s PTASP is to increase the safety of our transit system by proactively implementing the four components of SMS: Safety Management Policy, Safety Risk Management, Safety Assurance and Safety Promotion. This strategic approach is flexible and scalable where effectiveness is determined by attaining safety performance targets and standards. The PTASP for Pierce Transit addresses the following elements:

Policy Statement	Conveys top-level management’s commitment and support for the SMS. The policy statement is signed by the Pierce Transit CEO, the executive accountable for the operation of the Agency, and to the Board of Commissioners.
Safety Objectives	Specifies measurable and attainable safety objectives to reach the Agency’s annual and overall safety goals.
Safety Performance Targets	Establishes a list of quantifiable levels of safety performance that the Agency has established as a base for safety performance measurability.

Safety Accountabilities and Responsibilities	Clearly defines roles and responsibilities for safety management that provides for ownership at every level including assurance of safety.
Employee Safety Reporting Program	Formalizes a reporting structure that empowers and encourages employees to report safety conditions to all management personnel void of any repercussions.
SMS Review and Recordkeeping	Outlines an annual process to review and update the plan including a timeline for implementation of the process.
Safety Risk Management Approach	Provides the formal hazard control processes the Agency uses to identify hazards; analyze, evaluate and prioritize safety risks; and develop, implement and evaluate risk controls strategies.
Safety Assurance	Provides a framework for establishing Key Performance Indicators (KPIs) and associated processes; continuously monitors and evaluates the effectiveness of how the Agency's SMS manages safety risks; manages changes and supports continuous improvement regarding the Agency's safety performance.
Safety Training and Communication	Outlines the comprehensive safety training program for Agency staff that ensures staff members are trained and competent to perform their safety duties and provides the means for effectively communicating safety performance and safety management information.



2 Safety Management Policy

2.1 Mission and Policy Statement

Pierce Transit plans, builds and operates a transit system that provides services to improve mobility for Pierce County with regional connections. Safety is first and foremost in the delivery of services that are dependable and cost effective, thereby enhancing the quality of life in our community.

Managing risk and safety is one of our core business functions. Pierce Transit is committed to developing, implementing, maintaining and continuously improving processes to ensure the delivery of our transit services takes place under a balanced allocation of organizational resources aimed at achieving the industry’s best, safe work practices and meeting established standards.

The Pierce Transit Safety and Risk departments are directed to plan, implement and administer a comprehensive and coordinated Safety Management System (SMS) with a safety plan that identifies activities to prevent, eliminate, control and/or reduce hazards that may occur during the design, construction, procurement and or operational stages of the Agency’s transportation modes (bus, paratransit, and van pool).



It is the policy of Pierce Transit to fully support a proactive Safety Program that uses preventative concepts to identify and resolve hazards. However, the success of the safety program depends on the sincere and cooperative efforts and active participation of all employees. It is therefore the responsibility of each Pierce Transit employee to actively participate in the safety process, provide requested information, aid in investigations, and actively prevent hazards.

All levels of Pierce Transit management, employees, contractors, and partner agencies are responsible for upholding the best safety performance, with final responsibility resting with the Chief Executive Officer (CEO) as the Accountable Executive.

The Executive Director of Service Delivery, as the Agency’s designated Chief Safety Department Officer (CSO), has the oversight authority and responsibility for implementation of the Agency’s Safety Management System (SMS) and reports directly to the CEO. The CSO is responsible for providing resources, executive-level safety advocacy, and direction to the Safety Manager and the Safety Department for managing day-to-day implementation and operation of the Agency’s SMS.

Pierce Transit commits to:

- **Support** the risk and safety management program by providing appropriate resources and visible top-level commitment to safety;

- **Foster a** positive safety culture and embed best practices among all managers and employees;
- **Clearly define** to all managers and other employees their responsibilities for the delivery of the organization’s safety performance and the performance of our Safety Management System;
- **Establish** a systematic and comprehensive approach to identify, analyze, evaluate, and mitigate safety risks to ensure the Agency meets or exceeds the acceptable level of safety performance;
- **Integrate** the Safety Management System into all departmental levels;
- **Ensure** there are no repercussions when employees report unsafe work practices and hazards. As an Agency, we encourage participation and contribution of all employees in the management of safety. We ensure that no action will be taken against any employee who discloses a safety concern unless such a disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures;
- **Provide** adequate and appropriate safety-related information and job-specific safety training for our employees and ensure that they are competent in safe work performance;
- **Ensure** that sufficient skilled and trained human resources are available to implement safety management processes;
- **Establish and measure** our safety performance with realistic and data-driven safety performance indicators and safety performance targets;
- **Comply** with and exceed wherever possible, legislative and regulatory requirements and standards;
- **Continuously improve** our safety performance through management processes that ensure the Agency is taking appropriate and effective safety management actions; and
- **Ensure** that systems and services supplied from outside the Agency are delivered in timely manner that meets our safety performance standards.
- **Ensure** that Pierce Transit’s Board of Commissioners is kept apprised of Agency safety management initiatives.



Sue Dreier, Chief Executive Officer

7/23/19

Date

2.2 Purpose and Applicability

The purpose of this plan is to provide a structured safety management approach that effectively controls operational safety risks and continuously improves the Agency's safety performance:

- Document a top-down commitment from management and a commitment from employees, partners, and contractors to archive safety performance goals.
- Establish a chain of control to document implementation of the PTASP through guidelines, policies and provisions.
- Identify safety management roles and responsibilities that outline ownership at every level.
- Establish the Agency's safety goals and objectives while ensuring we are following industry safety practices and federal recommendations.
- Set safety performance targets and Key Performance Indicators (KPIs) to ensure the Agency achieves its safety objectives.
- Define acceptable levels of safety performance for provided services.
- Provide a framework and guidance to implement, evaluate, and continuously improve safety policies, the safety risk management processes, and the achievement of related goals and objectives.
- Establish safety programs that document Pierce Transit's commitment to safety.

This PTASP applies to all Pierce Transit operations. All divisions and departments are required to ensure that facilities, equipment, supplies, practices, and procedures meet or exceed applicable federal, state, and local standards as well as the Pierce Transit SMS. Individual departments are responsible for documenting specific procedures tailored to their business as needed.

2.3 Safety Goals

2.3.1 GOAL 1: SMS to Reduce Casualties/Occurrences.

Use a Safety Management Systems framework to identify safety hazards, mitigate risk and reduce injuries and property losses.

2.3.2 GOAL 2: SMS to Foster a Robust Safety Culture

Foster Agency-wide support for transit safety by establishing a culture that holds Agency leaders accountable for safety and ensures all employees take an active role in securing transit safety; and cultivating a safety culture in which employees are comfortable and encouraged to bring safety concerns to the attention of Agency leaders.

2.3.3 GOAL 3: SMS to Enhance System/Equipment Reliability

Provide safe and reliable transit operations by assuring that all vehicles, equipment and facilities are regularly inspected, maintained and serviced as needed.

2.3.4 GOAL 4: Annual Safety Goals and Objectives

Each year all Agency departments will be required to establish safety goals and objectives that include benchmarks and KPIs.

2.4 Concept of SMS Operations:

The four components of the Pierce Transit Safety Management System are:

- **Safety Policy** — Establishes our commitment to continually improve safety; defines the methods, processes, and organizational structure needed to meet safety goals.
- **Safety Risk Management (SRM)** — Determines the need for, and adequacy of, new or revised risk controls based on the assessment of acceptable risk.
- **Safety Assurance (SA)** — Evaluates the continued effectiveness of implemented risk control strategies; supports the identification of new hazards.
- **Safety Promotion** — Includes training, communication and other actions necessary to create a positive safety culture at all levels within the Agency.



Figure 1 - Four Pillars of SMS

2.5 Safety Accountability and Responsibility

Employee safety is a critical component of a transit safety program. In Washington State, employee safety is regulated by the Washington State Department of Labor and Industry's Department of Safety and Health (DOSH), and requires:

- A workplace free of recognized hazards
- A written Accident Prevention Program
- Safety Committees
- Safety Bulletin Boards
- First Aid

- Personal Protective Equipment (PPE)
- Lighting
- Housekeeping
- Drinking water, restrooms and washing facilities
- Accident Reporting
- Other requirements as specified in Chapter 296 Washington Administrative Code
- Lighting
- Housekeeping
- Drinking water, restrooms, and washing facilities
- Accident Reporting
- Other requirements as specified in Chapter 296 Washington Administrative Code

The CEO, as the Accountable Executive, has the ultimate responsibility for safe and secure operations of Pierce Transit and contract service operators. Each employee is required to carry out specific system safety responsibilities, depending on their position, in compliance with the PTASP. The Pierce Transit SMS Organization Chart below (Figure 2) outlines who is responsible for the performance of the SMS and the relationship between the Accountable Executive (CEO) and the transit Agency’s governance structure. This chart reflects the Agency’s commitment to safety.

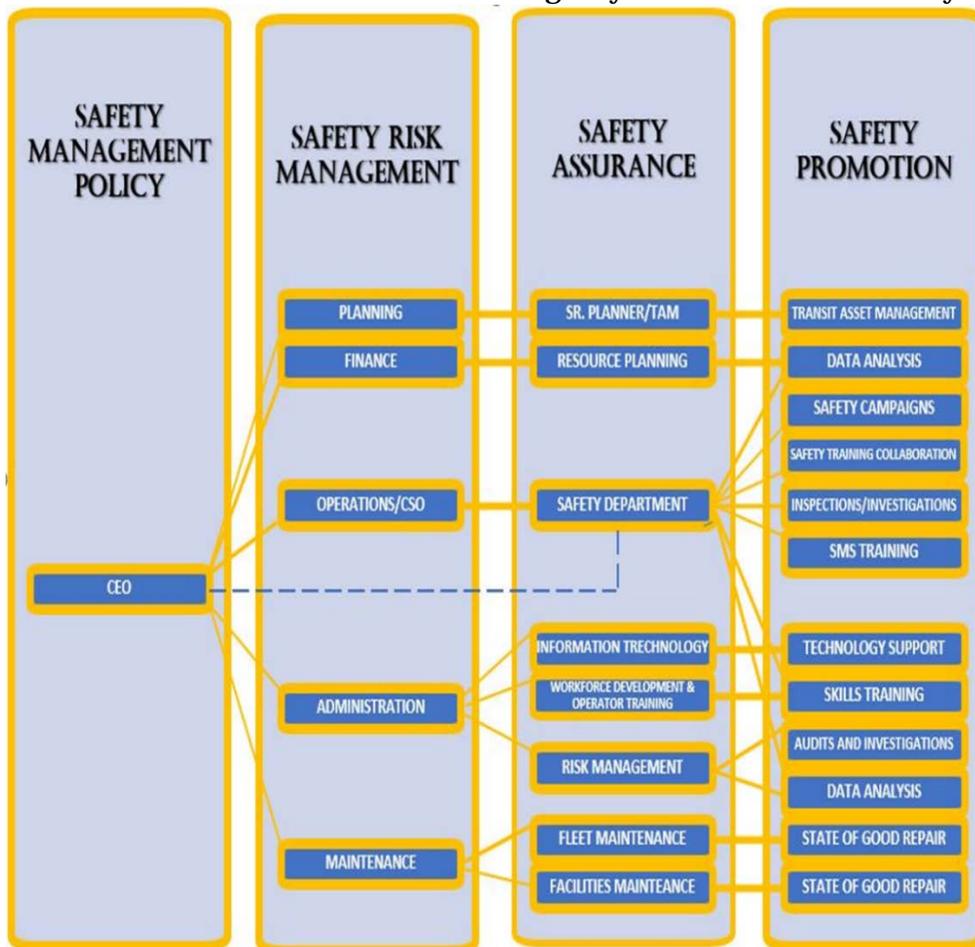


Figure 2 - Pierce Transit SMS Organization Chart

2.5.1 Safety Responsibilities of Chief Executive Officer (CEO)

The CEO's authorities and responsibilities for the SMS Plan include:

- Acts as the Agency's safety advocate;
- Has full authority for human resource issues;
- Maintains authority for major financial issues;
- Directs responsibility for the conduct of the Agency's affairs;
- Has final authority over agency operations;
- Establishes and promotes safety policy;
- Collaborates with the Safety Department to establish the Agency's safety objectives and safety targets and;
- Has final responsibility for the resolution of all safety issues.

2.5.2 Safety Responsibilities of Chief Safety Department Officer (CSO)

The Executive Director of Service Delivery, as the Agency's designated Chief Safety Department Officer (CSO), has the oversight authority and responsibility for implementing the Agency's Safety Management System (SMS) and reports directly to the CEO. The CSO is responsible for providing resources and executive-level safety advocacy and direction to the Safety Manager and the Safety Department, which manages day-to-day implementation and operation of the Agency's SMS.

2.5.3 Safety Responsibilities of Safety Manager

The safety of operations rests with the relevant agency managers. The Safety Manager's role is to assist those managers with safe operations. The duties of the Safety Manager include taking a lead role in:

- Developing/maintaining safety policies, plans, procedures and processes and developing and maintaining a proactive SMS Plan/program.
- Providing advice for developing realistic and data-driven safety performance indicators and safety performance targets.
- Jointly engaging, with Risk Management, in safety audit activities, including verifying compliance with the SMS Plan and the System Safety Program Plan (SSPP) with relevant legislation, guidelines and standards.
- Providing advice, interpretation and recommendations over technical matters such as safety design and systems in new bus purchases; facility renovations; decommissioning of old equipment; and other areas (e.g., standards for safe working, job hazard analyses and assisting with the development of Standard Operating Procedures (SOPs)).
- Coordinating closely with Public Safety on policies, plans, standards and programs related to bus operator and Public Safety activities that involve passenger injuries or incidents (e.g., anti-social behavior), pedestrian incidents or incidents with other road users (e.g., collisions), preventing and mitigating transit

worker assaults, emergency response and security procedures for transportation events.

- Providing support, direction and/or advice on programs with region–wide significance, such as Best Practices and Fatigue Management guidelines, in which the Agency works with the Sound Transit (ST) Safety Transit Integration Group and/or Washington State Transit Insurance Pool (WSTIP).
- Leading the development of safety training, competency and awareness programs and providing advice, input and final review in the development of training activities.
- Participating in Health and Wellness Programs covering the policies, plans, procedures and processes related to employee health and wellness, including health promotions, Safety Day, fitness for work, vaccinations and the Employee Assistance Program.
- Auditing the Drug and Alcohol program in accordance with the SMS Plan/SSPP audit schedule.
- Develop a coherent system safety management program that will ensure the Agency meets environmental, safety and health requirements.
- Tailor safety management plans for conduct of operations based upon risk.
- Allocate safety resources based on work, associated hazards and importance of facilities/activities.
- Provide training and education programs that maintain competency in safety-critical areas.
- Measure and report program effectiveness in a form that is useful and relevant.

2.5.4 Safety Responsibilities of Executive Directors and Managers

- The SMS Plan roles, responsibilities and accountabilities of the positions on the organizational chart are explicitly outlined in this document.
- All managers are ensuring that sufficient resources are available to achieve the outcomes of the SMS Plan.
- The structure of the Agency is documented so everyone understands their roles and responsibilities.
- To demonstrate their ongoing support for the SMS Plan, managers will:
 - Actively support and promote the SMS Plan by reviewing each year the sections that apply to their respective departments and managerial job duties;
 - Cooperate with the Safety Manager and his staff;
 - Ensure due processes and procedures are in place for safe operations;
 - Make sufficient resources available to support the SMS Plan; and,
 - Continually monitor their areas of responsibility, as outlined in the SMS Plan.

2.5.5 Safety Responsibilities of Supervisor

Provide adequate supervision in monitoring mechanisms, and providing information, instruction and training to ensure Pierce Transit effectively develops and implements its safety policy.

Supervisors are accountable to ensure that employees comply with safety processes/procedures and reporting. When work assigned to an employee includes executing safety-critical tasks, the supervisor shall ensure the safety-critical task can be completed, even if it requires putting other work aside until the safety task is completed.

Duties and responsibilities of key safety personnel are also found in one or more of the following:

- Safety manuals (e.g., Accident Prevention Plan (APP), etc.);
- Operator's manual;
- Safety-related Policies, Rules, Procedures and Tasks (PRPTs) on the agency's Intranet;
- Information in this SMS Plan documentation; and
- Job descriptions.

2.5.6 Safety Responsibilities of Pierce Transit Employees

All employees are responsible for and empowered to:

- Ensure their work areas and equipment are in safe condition;
- Ensure every task/job performed is completed safely and with no adverse consequences;
- Identify, assess, control and report hazards;
- Cooperate with the Safety Manager, safety staff and Safety Committee Members;
- Safeguard and look out for co-workers;
- Follow established procedures and policies;
- Identify situations where procedures are not adequate;
- Ask for assistance if their skills, physical capabilities and/or knowledge are not adequate to complete the task;
- Stop and report work they deem unsafe; and
- Demonstrate safe work behaviors.

2.5.7 Safety Responsibilities Matrix

This safety responsibility matrix below outlines the duty assigned to each position or role and the ways these responsibilities are measured. There are sufficient staffing levels to carry out these risk-management tasks.

	Facilities Maintenance	Finance / PMO	IT	Planning/Dev	Safety	Risk Mgt.	Public Safety	WD/Training	Operations	HR	Fleet	Executive
1. Policy Statement and Authority for SMS Plan					R							P
2. Description of Purpose for SMS Plan					P	S						R
3. Goals for the Safety Management System Plan	S	S	S	S	P	S	S	S	S	S	S	R
4. Identifiable and Attainable Objectives	S				P	S	S					S
5. System Description/Organizational Structure – See SSPP	S				P	S				R		S
6. Plan Control and Update Procedures	R	R	R	R	P	R	R	R	R	R	R	S
7. Hazard Identification/Resolution Process – See SSPP	S	S	S	S	P	S	S	S	S	S	S	S
8. Accident/Incident Reporting and Investigation – See SSPP	S	S			R/S	R/S	S	S	P	S	S	S
9. Facilities Inspections (Includes Systems Equipment and Rolling Stock) – See APP and SSPP	P	S	S		R	S	S				P	S
10. Maintenance Audits/Inspections (All Systems and Facilities) – See APP and SSPP	P		S		R	S					P	S
11. Rules/Procedures Review- See SSPP	S	S	S	S	P	S	S	S	S	S	S	S
Key Code: P=Primary Responsibility S=Support Responsibility R=Review Responsibility												

	Facilities Maintenance	Finance / PMO	IT	Planning/Dev	Safety	Risk Mgt.	Public Safety	WD/Training	Operations	HR	Fleet	Executive
12. Training and Certification Review/Audit – see SSPP					R	S		P		S		
13. Emergency Planning and Response – See SSPP	S	S	S	S	P	S	P	S	S	S	S	S
14. System Modification Review/Approval Process – See SSPP	S	P		S		S	S	S	S			
15. Safety Data Acquisition/Analysis – See SSPP and Risk Memorandum		S	S		R	P	S		S		S	
16. Interdepartmental/ InterAgency Coordination – See SSPP					P	R	S	S	S			S
17. Configuration Management – See SSPP	R			R	P	R	R	R				S
18. Employee Safety Programs – See APP	S	S	S	S	P	R	S	P	S	S	S	S
19. Hazardous Materials Programs – See APP and SSPP	S	S	S	S	P	S		S			S	S
20. Drug and Alcohol Abuse Programs – See Program document.					R					P		
21. Contractor Safety Coordination – See SSPP	S	P		S	R	S	S	S	S	S	S	S
22. Procurement – See SSPP		P	S	S	S					S		
23. Alternative Fuels and Safety – See SSPP	S				S						P	
24. Operating Environment and Passenger Facility Management – See SSPP	P			S	S	S		S			S	S
Key Code: P=Primary Responsibility S=Support Responsibility R=Review Responsibility												

	Facilities Maintenance	Finance / PMO	IT	Planning/Dev	Safety	Risk Mgt.	Public Safety	WD/Training	Operations	HR	Fleet	Executive
25. Security	S		S	S	R	S	S	S	P	S	S	S
26. Internal Safety Audit Process	S	S	S	S	P	P	S	S	S	S	S	S
Key Code: P=Primary Responsibility S=Support Responsibility R=Review Responsibility												

2.6 Public Safety and Emergency Management Interaction

Service Delivery and Support (SDS) is responsible for developing plans and procedures to contend with emergencies and making contingency plans to return to normal operations. Each department within the SDS Division takes part in the emergency planning for the Agency.

1. **Service Support Department** takes the lead in coordinating the agency’s emergency responses and the Emergency Operations Center (EOC). This department serves as the Pierce Transit Emergency Management Liaison and works closely with the Pierce County Emergency Management Office to arrange training and exercises for Pierce Transit Emergency Responders. During an emergency, this department helps with the following:
 - Emergency evacuation assistance
 - Detour preparation (working closely with Scheduling and Planning Department to coordinate the detour)
 - Public Safety radio communication
 - Passenger assistance
 - Emergency Management liaison
 - Pierce Transit EOC activation
 - Bus bridge coordination

2. **Service Delivery Department** provides short- and long-term coordination to aid in the emergency response of federal, state, and local agencies, and/or the restoration of essential public transit services during emergency and disaster events.

3. **Public Safety Department** takes the lead in public safety and security emergency response. This department is responsible for developing, implementing and updating public safety and security emergency response procedures, including but not limited to:
 - Early Warning System (EWS)

- Bomb threats
- Active shooters
- Workplace violence
- Physical security

Pierce Transit is responsible for providing security at transit centers that are served by Pierce Transit buses. The Agency’s security plan is covered under the SSEPP (System Security Emergency Preparedness Plan).

Pierce Transit contracts with the Pierce County Sheriff’s Department for Transit Police. Under the Washington Police Powers Act, police departments in Washington State are required to issue letters of concurrence with all other police departments for mutual assistance. If an emergency is declared, assistance is provided.

At Pierce Transit, a contracted Chief of Police reports to the Executive Director of Service Delivery & Support. Uniformed police officers serve Pierce Transit on contract through the Pierce County Sheriff’s Office along with uniformed security.

Threat and Vulnerability Assessments are an important part of the Security Program. At Pierce Transit, the Washington State Police and Sheriff’s Association or the TSA conduct a Threat and Vulnerability Assessment at regular intervals.

Security Awareness Training is provided for employees. Pierce Transit provides initial training during new employee orientation.

Crime Prevention through Environmental Design (CPTED) is an important concept used within the Security Program. It is important that Security is involved in review of new projects.

Pierce Transit maintains a Passenger Exclusion Program, which is currently shared within Law Enforcement.

4. **Safety Department** takes the lead in coordinating the development and implementation of the All-Hazard Emergency Plan for the Agency.

The SDS Division uses the “My-EOP” mobile application (app) to help first responders such as bus operators, field supervisors and emergency support staff stay on top of the latest emergency response procedures and plans, emergency operating procedures, and emergency contact list. My-EOP is maintained and updated regularly by the Service Delivery Department.

Below is the general summary of PT Emergency Response:

ACTION BY:	ACTION:
Communication Center Controller	1. Takes ownership of the call
	2. Broadcasts notification of the Emergency Alarm (EA) to all field units
Field Supervisors	3. Goes into monitor and/or observation mode
Public Safety Department	4. Responds to location
Communication Center Controller	5. Monitors the covert microphone
	6. Periodically provides information from the covert microphone audio to the responding field units
	7. Sends EverBridge Notification (if EA determined to be true/real)
	8. Continues providing updates to responding field units until the EA is cancelled
	9. Documents the incident in the Radio Control Log (RCL)

2.7 Interface with Internal and External Documents

The following Pierce Transit documents* are incorporated by reference as part of the Agency’s Public Transportation Agency Safety Plan:

- Accident Prevention Plan (APP)
- Risk Management Manual
- Risk and Insurance Handbook
- Transit Asset Management Plan (TAMP)
- Inclement Weather Response Plan (IWRP)
- Workplace Security Plan
- System Security & Emergency Preparedness Plan (SSEPP), which includes Threat and Vulnerability Assessments
- Collective Bargaining Agreement (CBA)
- Maintenance Work Rules
- Operator’s Handbook
- Job Descriptions (competency-based provisions)
- Job Hazard Analysis
- FTA Drug and Alcohol Policy
- Emergency Fueling Plan
- Safety Data Sheets (SDSs)

* These documents are available upon request.

2.7.1 Workplace Chemicals

Pierce Transit will comply with state and federal Hazard Communication, or Right to Know, laws. All chemical products are inventoried and Safety Data Sheets (SDSs under Global Harmonization) are made available for each chemical on the inventory.

Pierce Transit uses the Washington State Transit Insurance Pool (WSTIP) program for managing SDSs. The WSTIP database includes many SDSs, and Pierce Transit can add SDSs if they are not already included. Pierce Transit maintains a folder of SDSs in their inventory. A pre-screen approval process for chemicals is included in the purchasing process: Anyone ordering a chemical must first check to see if the SDS is in the system. Periodic physical audits are conducted.

In managing inventory, it is very important to establish policies that vendors cannot provide “free samples” (Pierce Transit has such policies in place). “Free” chemical product can result in high disposal costs as hazardous waste, and having chemical products on site that have not been approved and added to the inventory can result in fines by regulatory agencies.

All employees must receive Hazard Communication training as required by state and federal laws. Even office employees may be exposed to chemicals, such as printer toner, whiteboard cleaner or other office chemicals, and must receive a basic level of Hazard Communication training. At Pierce Transit, this is covered in New Employee Orientation.

Employees who work with industrial chemicals may require additional training on the hazards of those chemicals, especially if they contain lead, chromium, asbestos, methylene chloride or other regulated chemicals.

2.8 Plan reviews and recordkeeping

The Safety and Risk Management departments are responsible for coordinating the annual review and update of the Agency’s PTASP. Representatives from participating departments are required to contribute to the review process.

3 Safety Risk Management

Pierce Transit’s Safety Risk Management (SRM) component comprises the process, activities, and tools that the Agency uses to identify and analyze hazards, the mitigation of those hazards and any residual risk. The flow chart below describes the SRM process. Furthermore, the Risk Management Department will serve as a central receiving hub for safety-related data and will serve as a resource for Agency departments as they establish goals, benchmarks and KPIs. Each year the Risk Management Department will conduct an internal assessment of one component of the PTASP - Safety Policy, Safety Risk Management, Safety Assurance or Safety Promotion. Findings will be shared with the appropriate Agency employees and executive staff.

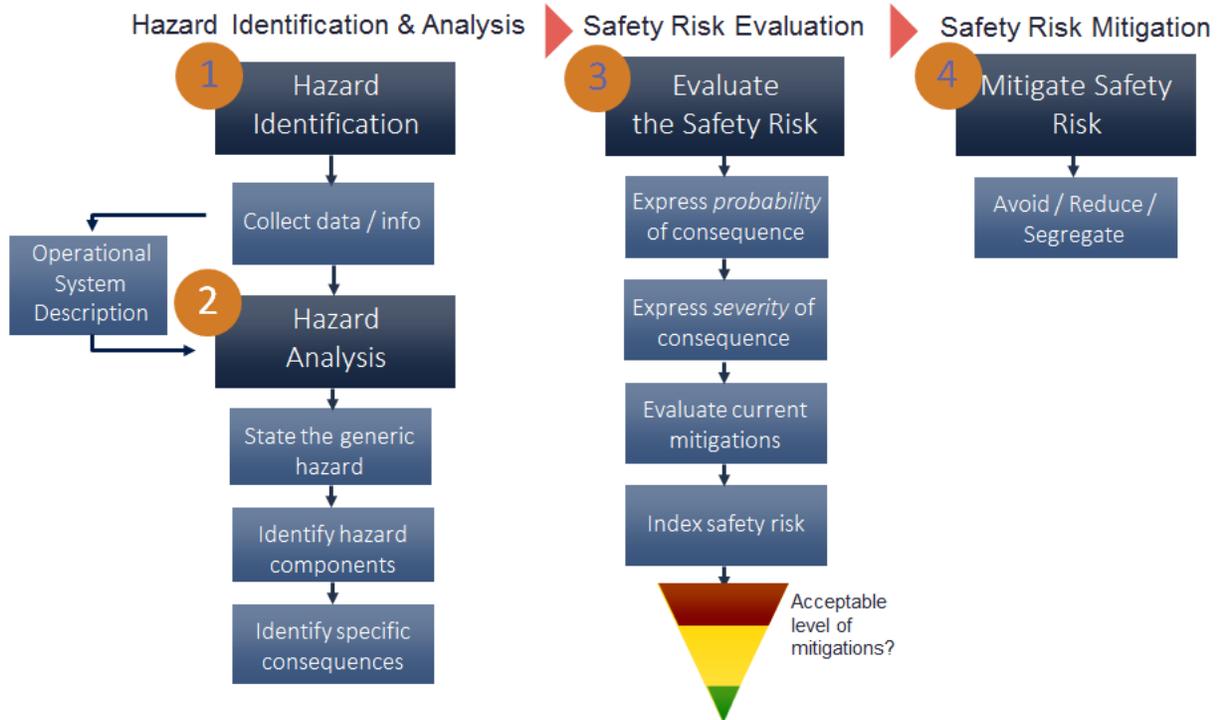


Figure 3 – Safety Risk Management Flow Chart

3.1 Hazard Identification and Analysis

As the first two steps in the Safety Risk Assessment process, hazard identification and analysis are tools the Agency uses to identify and address hazards before they escalate into incidents or accidents. At Pierce Transit, hazards are identified through the following activities:

- Risk Assessment and Impact Analysis (RAIA)
- Employee safety reporting
- Customer service reporting
- Observations of operations
- Safety inspections
- Incident reporting and investigation
- Incident, injuries and accident history
- Items discussed at the Agency Safety Committee
- Items discussed at the Sound Transit Joint Bus Safety Committee (JBSC)
- Legislation, industry standards, checklists or external consultants
- Data trending reports made available through incident, injury and accident history, insurance carriers and pools (e.g., WSTIP), and local authorities
- Review and audit of safety policies and procedures, and safety instructions for equipment and materials

When hazards are identified, they are addressed by:

- Immediate resolution

- Reporting to a higher level within the organization (if it cannot be fixed by the person identifying the hazard)
- Reporting the hazard to the representative safety committee

3.1.1 Job Hazard Analysis (JHA)

A Job Hazard Analysis (JHA) describes the high-risk work activities that take place in a workplace, the hazards and risks arising from these activities, and the measures that should be put in place to control the risks. A JHA focuses on:

- The job steps
- The potential hazards associated in undertaking the job steps
- The hazard control measures required to eliminate the risk of injury, or reduce the risk to an acceptable level

The primary purpose of a JHA is to help supervisors and workers implement and monitor workplace control measures that are established to ensure high risk work is carried out safely.

A Job Hazard Analysis (JHA) must:

- 1) Specify hazards relating to the work and risks to health and safety associated with those hazards
- 2) Describe the measures that must be put in place to control the risks
- 3) Describe how the control measures are to be implemented, monitored and reviewed
- 4) Take into account all relevant matters, including circumstances in the workplace that may affect the way in which the task is carried out. This must be expressed in a way that is readily available and understandable to employees who use it.

The JHA must be reviewed, approved, and signed by the supervisor before the task is started. When training the employee, the supervisor should give the employee a copy of the JHA and document any training which has taken place. Understanding every job step is very important! Whenever a job step changes or a new step is introduced, the JHA must be reviewed/updated, and employee retraining is to take place.

The key reasons for completing a JHA are to encourage teamwork (especially with new employees), involve everyone performing the job in the process, and elevate awareness!

An example of a completed JHA can be found in Appendix A.

3.1.2 Risk Assessment Survey

The Risk Assessment Survey is used to identify the potential hazard exposures related to an activity or operations, analyze the potential impacts associated with those exposures, and propose controls to reduce the level of risk. The Risk Assessment Survey provides a comprehensive assessment of operational risks.

For Safety Assurance, the Risk Assessment Survey is also designed to help evaluate the effectiveness of existing controls that often lead to the identification of emerging risks.

3.1.3 Employee Safety Reporting Program

At Pierce Transit, our objective is to cultivate and foster a proactive safety culture in which employees are comfortable and encouraged to bring safety concerns to the attention of Agency leaders. We recognize that our employees are most familiar with the details of their respective jobs and work environment, which makes their input crucial to maintaining safety in the workplace. Therefore, when witnessing an unsafe act or noticing an unsafe condition or near miss, employees must promptly report the unsafe condition or act to their direct supervisor, manager, the Safety Department, and/or Safety Committee Representatives, and should receive a clear answer with a corrective action plan.

No person will be penalized or retaliated against for bringing safety issues to the attention of management. This statement does not apply to information received from a source other than the employee, or which involves an illegal act, or a deliberate or willful disregard of regulations or procedures.

There are several ways employees can report their safety concerns to management:

- 1) Report directly to their supervisors or managers
- 2) Report directly to the Safety Department
- 3) Report through a Safety Committee Representative
- 4) Entry on the Route and Schedule Reporting Form
- 5) Report through the Communication Center
- 6) Call or email the Safety Hotline
- 7) Submit a safety concern anonymously via the Safety Suggestion Box

All safety concerns and comments are reviewed with follow up by the direct supervisors, managers and the Safety Department in a timely manner.

3.1.4 Customer Service Reporting

Customers are also our partners in safety. We encourage our customers to bring their safety concerns to our attention, whether through our bus operators or our Customer Service Team. Customer Service's contact information is available on every coach.

The Customer Service Team is responsible for documenting and forwarding the customer's concern to the appropriate individual or department for resolution.

3.1.5 Observations of Operations

Pierce Transit adopts three programs to help identify and monitor the safety of our system, including driving behavior and transit facility safety.

3.1.5.1 Guest Rider Program

The Guest Rider Program provides a framework and guidelines for transit agencies to exchange experienced, knowledgeable staff (supervisors and operators) that can anonymously observe and provide feedback on individual operators and the entire transit system's performance. This program is sponsored by Washington State Transit Pool (WSTIP) and transit agencies that commit to participate in Guest Rides twice a

year. Participating agencies work together to determine the appropriate staff and Guest Ride dates based on available resources and needs.

Feedback is provided on a Guest Rider Feedback Form. This form provides observations on:

- 1) Driving skills
- 2) Passenger relations
- 3) Bus stops
- 4) Schedules
- 5) Customer service
- 6) Basic routing
- 7) Bus conditions
- 8) Transfer centers

Pierce Transit uses this feedback to identify individual areas for operator development and/or identify gaps in our training program that need to be addressed. This program also provides an objective look at our transit service from a rider's point of view.

A copy of the Guest Rider Feedback Form can be found in Appendix B.

3.1.5.2 Operator Observations made by Service Supervisors

Service Supervisors also provide observations as outlined below:

- Service Support Supervisors are required to complete a minimum of one operator observation (OB) per week.
- Service Supervisors follow the selected vehicle unobserved to evaluate the performance of the operator for 20 minutes or more.
- Operator Observations are conducted using an Observation Form in the Track-It program.
- Supervisors refer to the Service Supervisor Observation Tracking Sheet, which is created by information extracted from the Track-It program and updated twice monthly. Supervisors select operators to evaluate based on the information in the form and Supervisors document on the Tracking Sheet the day and time they complete an observation. When the form is updated, all the most recent observation stats are extracted from Track-it and included in the report. The new list is shared with Risk Management.
- Generally, there is no specific required number of observations for operators. There are identified groups, which are observed multiple times, to create positive coaching and help change behavior. Those groups are:
 - Operators with less than one year of experience (the goal is to evaluate at least 3-4 times the first year);
 - Operators identified in specific risk groups (e.g., two years or less experience, or with a specific focus based on trends);
 - Operators with preventable events or multiple events of any safety-related nature;
 - Special requests from the Safety Department, Operations, and/or Safety and Training; and
 - Operators not showing a documented observation in over a year.

-
- The Track-It system records information and maintains a record of the evaluation. Managers; Safety and Training; Risk; Safety; and Service Support employees may access the information to work on needed training and/or corrective coaching.

3.1.5.3 DriveCam

The DriveCam (DC) Safety System is a complete driver safety program proven to change driver behavior through a combination of expert event review and analysis, advanced analytics, prioritization and comprehensive driver coaching. The system helps Pierce Transit actively manage Agency employees who drive agency vehicles (revenue and non-revenue alike) with dedicated support from a team of experts that monitor driver safety behavior. The system uses:

- A camera with sensors and LTE cellular with Blue Tooth connectivity to communicate incidents;
- 8 high-lumen, infrared LED lighting for inside view at night with a 130+ degree view;
- 10 Frames Per Second video capture;
- 9 axis accelerometer;
- Built in g-force sensor; and
- Built in GPS.

This system is;

- Compatible with 12VDC and 24VDC vehicles;
- Capable of capturing drivers with left- and right-hand steering;
- Tamper-resistant with fault indicators; and
- Capable of storing up to 800 events for remote sites that may experience extended periods between downloads.

The result of this technology is a 12-second video recorded when a triggering event occurs (8 seconds before the event, 4 seconds after). These clips are reviewed with each vehicle driver within 24 hours of the event. The DriveCam program observations and clips are intended to reduce risky driving behavior by helping drivers identify ways to stop unsafe driving behaviors.

In addition, use of this system will for the first time allow Pierce Transit to identify and recognize employees who exhibit safe, professional defensive driving behaviors in the performance of their duties. A sample DriveCam “Good Driver Award” can be found in Appendix C. A DriveCam Safety Program Presentation can be found in Appendix D.

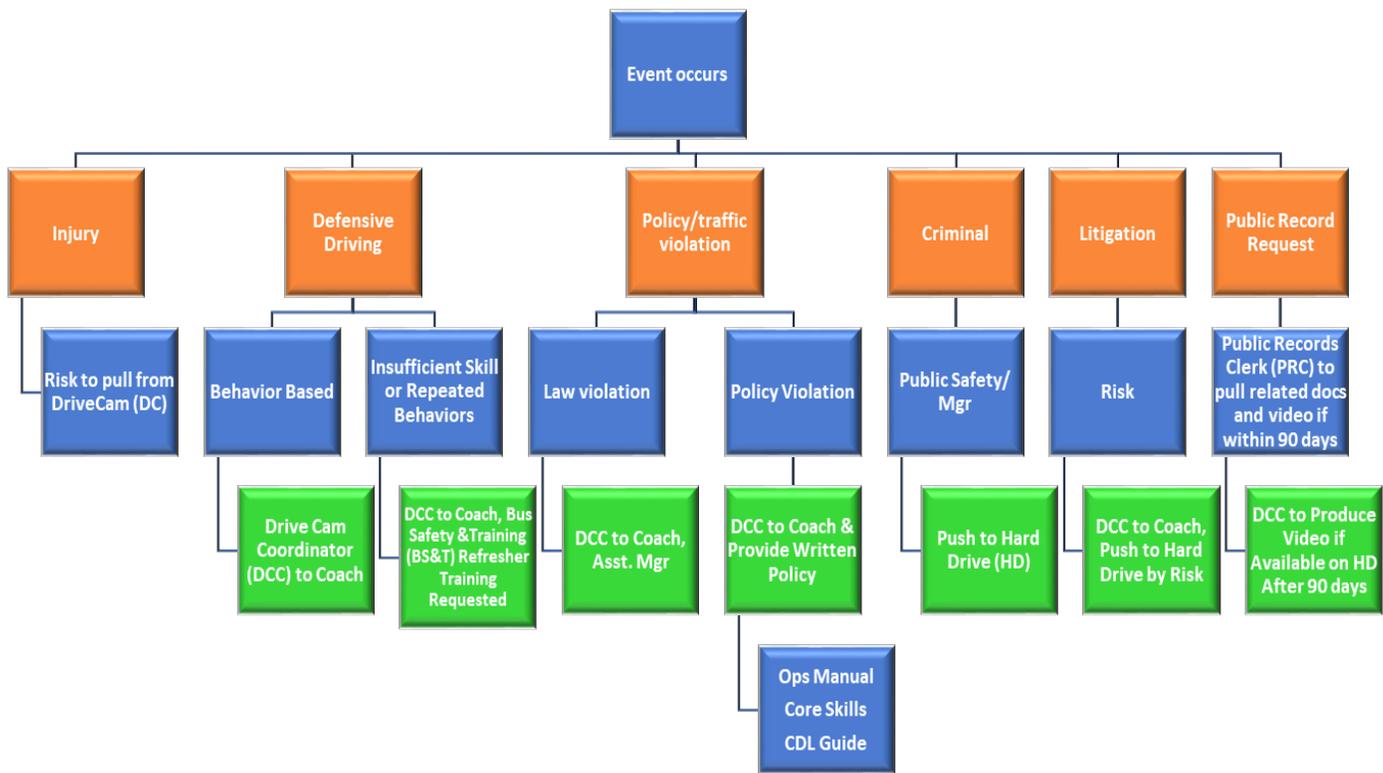


Figure 4 – Pierce Transit DriveCam Coaching and Decision Making Chart

3.1.6 Safety Inspections

Safety inspections are performed to:

- Identify hazards, risks and unsafe practices by inspecting areas with a designated department representative.
- Proactively take corrective actions by noting and photographing concerning findings and abatement issues. Items which can be abated immediately will be done on the spot and a record of the abatement notated.
- Promote a safe and healthy working environment by providing a systematic and consistent inspection schedule to identify hazards, risk and unsafe practices.
- Serve as a positive performance indicator and encourage safe work practices by documenting that we are achieving our safety goals and acknowledging employees who are observing safety policies when performing their work.

Each department completes safety walkthroughs. These are conducted informally each day and formally each month. Daily walkthroughs will consist of a department representative walking their immediate work area and correcting any unsafe findings. Monthly formal walkthroughs will include completing an area-specific safety

walkthrough form. Completed forms will be submitted to the Safety Department by the last working day of the month via the Safety Hotline. Safety Inspection forms are located in Appendix E of this document.

The Safety Department will conduct formal Facility Safety inspections each quarter. These inspections may include Pierce Transit headquarter buildings as well as transit centers operated by Pierce Transit or occupied by Pierce Transit personnel. The Safety Department will ensure that facility safety concerns are routed to the appropriate department for immediate investigation and mitigation.

Hazards are rated in terms of their effects on employees and/or the transit system. Severity categories are defined as:

- **Category I – Catastrophic**
Operating conditions are such that human error, environment, design deficiencies, element, sub-system or component failure or procedural deficiencies may cause **death or major system loss**, thereby requiring immediate cessation of the unsafe activity or operation.
- **Category II – Critical**
Operating conditions are such that human error, environment, design deficiencies, element, sub-system or component failure or procedural deficiencies may cause **severe injury or illness or major system damage** thereby requiring immediate action including immediate cessation of the unsafe activity or operation.
- **Category III – Marginal**
Operating conditions may cause **minor injury or illness or minor systems damage** and human error, environment, design deficiencies, sub- system or component failure or procedural deficiencies can be counteracted or controlled without serious injury, illness or major system damage.
- **Category IV – Negligible**
Operating conditions are such that human error, environment, design deficiencies, sub-system or component failure or procedural deficiencies will result in **no, or less than minor, illness, injury or system damage**.

The Safety Department will use the *Track-It Manager* program for both the inspection forms and a record of the Safety Department inspections. Completed inspection forms are generated from the Track-It Manager program and forwarded to the responsible employee(s) for timely correction. An example of a completed inspection form can be found in Appendix F.

Every inspection is recorded and retained in Track-It. This record is used to follow up on accident reports and hazard mitigation, and to support the medical surveillance and workplace monitoring program.

The Risk Department may conduct basic facility and fire extinguisher safety inspections using employees assigned to Transitional (light) Duty. These paper inspection forms use a pass/fail inspection sheet and are forwarded to the Facilities and Safety departments for correction and retention. A blank fire extinguisher inspection form is located in Appendix G.

3.1.7 Event/Incident Reporting and Investigation

The goal of incident reporting and investigation is to identify the cause of a safety concern or event, and record relevant facts to prevent recurrence and mitigate risk. Root Cause Analysis (RCA) is a structured process that uncovers the physical, human and latent causes of any undesirable event in the workplace. The root cause analysis can be used in:

- Single or multidiscipline cases
- Small or large cases

In general, there are seven basic root causes of most accidents: Procedures; Training; Communication; Quality Control; Management Systems Human Engineering and Work Direction.

A Root Cause Analysis will disclose:

- Why the incident, failure or breakdown occurred.
- How future failures can be eliminated through:
 - Changes to procedures
 - Changes to operation
 - Staff training
 - Design modifications
 - Verification that new and rebuilt equipment are free of defects which may shorten life
 - Confirmation that repair or reinstallation is performed to acceptance standards
 - Identifying factors adversely affecting service life and implementation of mitigating actions

At Pierce Transit, the term “Event” is commonly referred to as an “accident, incident, or occurrence.” The Event Report is defined as the following event types:

- 1) Collision resulting in injury or property damage;
- 2) Non-collision passenger event resulting in injury;
- 3) Non-collision employee event resulting in injury or property damage, including security-related incidents and workplace injury and illness reports;
- 4) Near Mishap or High Severity Incident (no actual injury or property damage, but potential for severe injury or high value property damage could have resulted from the event); and
- 5) Incident (no injury or damage, but injury or damage could have occurred).

3.1.7.1 Reporting Criteria

The table below summarizes Pierce Transit’s reporting criteria:

Report Level	Consists of	Type of Event
1	<ul style="list-style-type: none"> Event/Incident Report 	Incidents – An incident is an event where there is no evidence that contact was actually made or where a passenger accident does not require medical care, the passenger has no visible injury, and no claim was filed.
2	<ul style="list-style-type: none"> Event/Incident Report Supervisor Report with Evaluation and Review Law enforcement report Radio Log Review Submitted passenger courtesy card 	Incidents - when, at the discretion of the Supervisor or Safety/Risk Management Department, an additional level of investigation is warranted.
3	Everything in Level 1, plus: <ul style="list-style-type: none"> Post-accident review and evaluation 	Events, Near Mishaps or High Severity Incidences Any National Transit Database (NTD) Reportable Occurrence
4	Everything in Level 2, plus: <ul style="list-style-type: none"> Formal Incident Investigation with root cause analysis 	Events, Near Mishaps or High Severity Incidences, and any NTD Reportable Occurrence when, at the discretion of the Supervisor or Safety/Risk Management Department, an additional level of investigation is warranted.
5	Third party investigation and report, including fault-tree analysis	Very significant occurrences of any kind, major events, and when multiple events of a similar nature occur.

3.1.7.2 Reporting Policy and Procedures:

At Pierce Transit, all employees involved in Events, Near Misses, serious and/or High Severity incidents must complete the event/incident report within 24 hours.

Notification of Near Misses or Incidents must be reported by the end of the shift or as soon as possible.

A Near Miss reporting process is a means of allowing an employee an opportunity for confidentially reporting an incident (or a Near Mishap or a High Severity Incident) in a

non-punitive environment. Near Miss reporting is an opportunity to identify root causes that can be prevented to thwart future incidents or events with potentially more serious outcomes.

The flow chart in Figure 4 describes the reporting procedures:

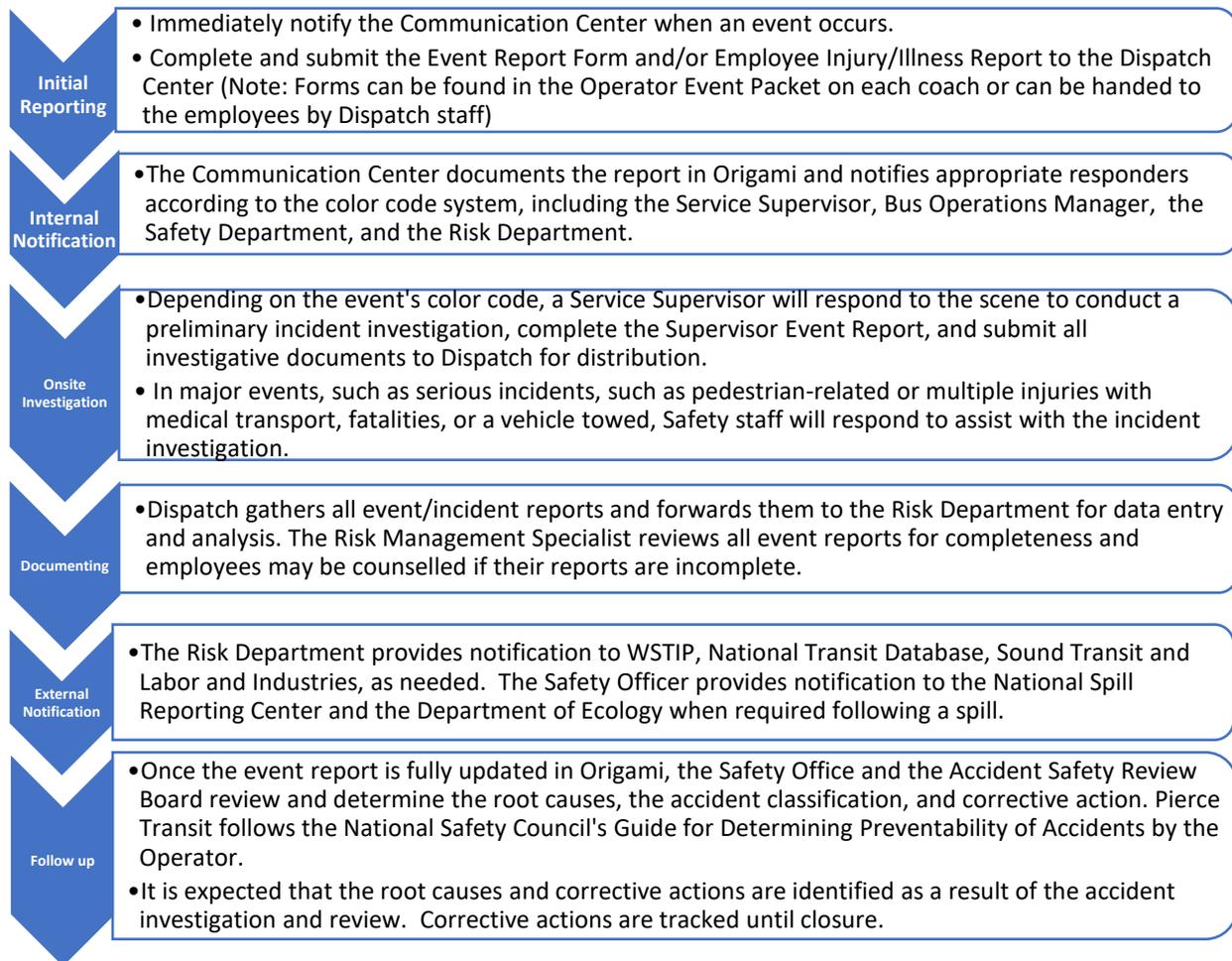


Figure 4 - Reporting Procedures Flow Chart

3.1.8 Incident, Injury and Accident History

Pierce Transit uses incident, injury and accident statistics to monitor trends, identify areas of risk, and measure the effectiveness of safety programs. Pierce Transit tracks and maintains the incident, injury and accident history via Origami Risk and Safety Management Software managed by WSTIP. The Risk Management Department regularly reviews and updates the database.

3.2 Safety Risk Evaluation

A Hazard is a condition with the potential to cause harm. Risk management is a systematic approach to manage workplace hazards. It is a key component in any organizational management that identifies, evaluates and determines the means of

reducing risks to an acceptable level to protect employees, visitors, third party contractors, casual laborers and others who are physically present in the workplace.

Risk management also protects assets and considers how to avoid losses.

After hazards and their potential impact have been identified, Pierce Transit's Safety Department conducts a Safety Risk Assessment to determine the seriousness of the risk. Factors considered include the likelihood of occurrence, the severity of the consequences should there be an occurrence, and the level of exposure to the hazard.

The evaluation consists of:

- Existing controls –Existing processes, devices, practices or controls that act to minimize threats or enhance opportunities, including an indication of how they might be of influence.
- Consequence – A description and rating of the consequence of a risk, in terms of the loss or gain that may be experienced if the risk event occurs (refer to section 2.2.1 Safety Risk Evaluation Matrix Severity for consequence ratings).
- Likelihood – A description and rating of the likelihood of the risk for the full range of risk event consequences (refer to section 2.2.1 Safety Risk Evaluation Matrix Likelihood for likelihood ratings). For opportunities, it is the likelihood of the stated gain being realized if the opportunity is pursued.

Experienced Pierce Transit employees assess safety risks subjectively using a Safety Risk Evaluation Matrix (REM). Results of the risk evaluation process will help prioritize the risk and determine whether it is being appropriately managed or controlled. If the risks are acceptable, the hazard will simply need monitoring. If the risks are unacceptable, Pierce Transit will take steps to lower the risk to an acceptable or tolerable level, or to remove or avoid the hazard.

When contractors work on transit property, certain requirements must be applied to all members of the contractor work force. This is essential for the safety of passengers, transit employees, contractors and protection of transit property.

Responsibility for safety on multi-employer worksites is not addressed by the State of Washington in a specific WAC Code; however, responsibility has been established through case law, WISHA Regional Directives, and instruction documents for OSHA and Washington Department of Safety and Health (DOSH) inspectors. Pierce Transit has a duty to inform contractors when knowledge of hazards exists. Any unsafe act observed by the contracting agency must be addressed, up to and including work stoppage.

Before working onsite, all contractors agree to abide by all local, state and federal safety regulations in the contract with Pierce Transit. Contractors must submit site-specific safety plans before starting any work onsite, and are expected to perform their work in a safe manner and not expose themselves, Pierce Transit employees or the public to risk of harm. The Safety Department will discuss any special safety issues, procedures or

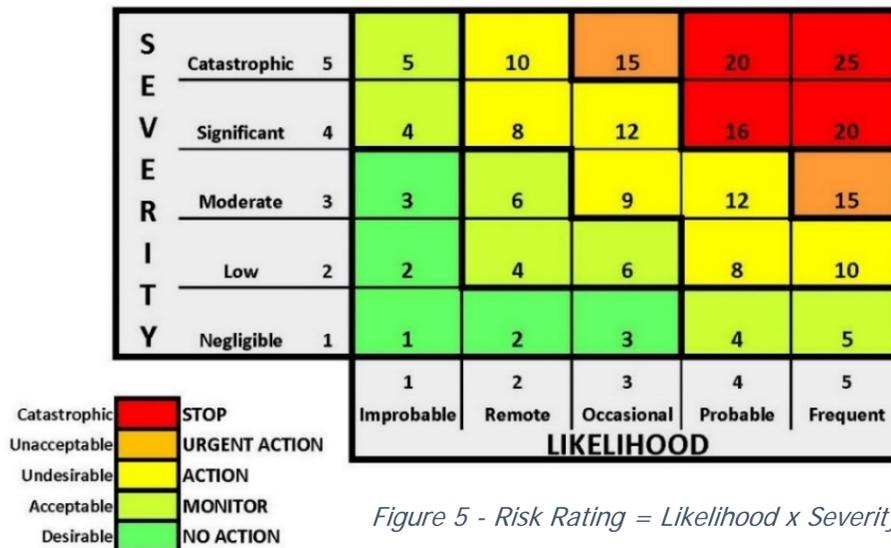
circumstances the contractor expects to encounter onsite. The pre-work safety process includes a Contractor Safety Checklist, which is a documented dialog of safety expectations from Pierce Transit to the contractor. The Contractor Safety Checklist, which may be found in Appendix H of this document, includes (but may not be limited to) the following:

- General Work Rules
- Personal Protective Equipment
- Hazardous Chemicals
- Emergency Equipment
- Reporting Injuries, Illness & Incidents
- Material Storage and Movement
- Safe Electrical Work Practices
- Personal Hygiene/Housekeeping
- Doorways
- Smoking
- Hot Work Permits
- Lockout – Tagout
- Asbestos Encapsulation
- Drug Free Work Place
- Other Safety Systems and Components as Applicable

A copy of our Safety Guidelines for Visitors and Contractors can be found in Appendix I.

3.2.1 Safety Risk Evaluation Matrix

RISK RATING = LIKELIHOOD x SEVERITY



3.3 Safety Risk Mitigation

If the risk is unacceptable, risk controls are developed that will either eliminate the risk or mitigate the risk to an acceptable level. After risk controls are developed, Risk Management will reassess the new controls to ensure they do not produce an alternative risk. A second assessment of the new control will be conducted following the same SRM procedure, beginning at System Description and Task Analysis through the Safety Risk Evaluation. Once satisfied that residual risk has been mitigated to an acceptable level, the new process/solution will be implemented and documented.

Many different means are employed to resolve identified hazards. These include design changes, the installation of controls and warning devices, and the implementation of special procedures. The steps for resolving hazards is as follows:

- **Design for Minimum Risk** – From the initial design, eliminate hazards through design selection.
- **Safety Devices** - Hazards that cannot be eliminated or controlled through design selection shall be controlled using fixed, automatic or other protective safety design features or devices. The agency will perform periodic checks of safety devices.
- **Warning Devices** - When neither design nor safety devices can effectively eliminate or control an identified hazard, devices may be used to detect and generate an adequate warning signal to correct the hazard or evacuate employees. Warning signals shall be designed to minimize the probability of employees responding incorrectly to signals and shall be standardized within similar systems.
- **Procedures and Instruction** - Where it is impossible to eliminate or adequately control a hazard through design selection, engineering or use of safety and warning devices, the agency will use procedures and training to control the hazard. Procedures may include the use of personal protective equipment. Precautionary notations shall be standardized as specified by management. Safety-critical tasks and activities may require employees to be certified.

Other sources of information:

- Risk Management or Safety Guidelines – Provide requirements across Pierce Transit based on legislation or regulation (e.g., manual handling and handling of hazardous substances).
- Safe Work Instructions/Job Hazard Analyses – Pierce Transit-specific procedures and instructions developed and used by teams to manage health and safety and implement the SMS within the team.

When to use Safety Risk Mitigation:

- Daily Operational Systems Assessment - Methods that provide real-time feedback of safety compliance, adherence to established safety norms, or

identified job hazards.

- Design – Steps taken to ensure safety requirements are considered in the planning, operation and disposal of all items including shops, facilities and equipment.
- Purchasing Goods – Steps taken to ensure purchased items and equipment are safe to use.
- Purchasing Services – Steps taken to ensure that purchased services are performed in a safe manner.
- Perform asset condition assessments and SMS hazard analyses to ensure compliance with State of Good Repair standards.

4 Safety Assurance

The purpose of Safety Assurance is to evaluate the overall effectiveness of safety risk controls established under Safety Risk Management and Pierce Transit PTASP. The Safety and Risk Management departments are responsible for monitoring and evaluating the operations system to ensure that: 1) emerging risks are identified, 2) Pierce Transit is in compliance with regulatory requirements applicable to the SMS plan, and 3) the organization meets or exceeds its safety objectives through the collection, analysis and assessment of data regarding the organization's performance.

Pierce Transit’s safety assurance activities for supporting oversight and performance evaluation includes, but is not limited to:

- Monthly KPI Reviews
- Safety Inspections and Surveillance Surveys
- Risk Assessment Survey
- Internal and External Audits
- Employee Surveys
- Internal and External Findings through Observations of Operations
- Committee Reviews

Many activities used in Safety Assurance are the same activities used for hazard identification and analysis. If hazards or system weaknesses are identified, they must be reevaluated using the Safety Risk Management process. The figure below demonstrates the interaction of Safety Risk Management and Safety Assurance components in SMS structures.

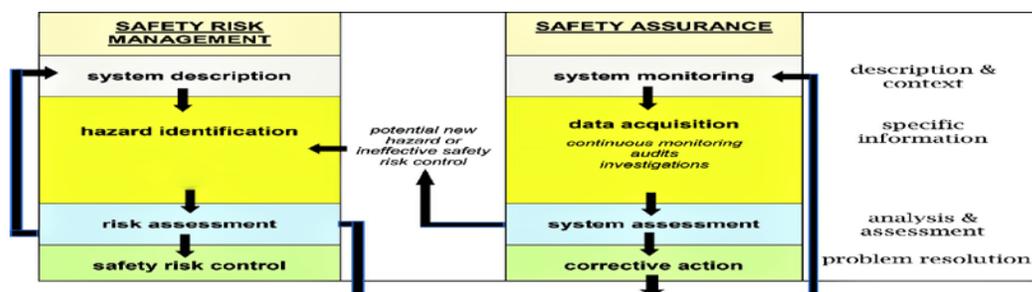


Figure 6 – Safety Risk Management and Safety Assurance Flow Chart

There are three subcomponents under Safety Assurance:

- 1) Safety Performance Monitoring and Measurement
- 2) Management of Change
- 3) Continuous Improvement

The following sections describe the processes and activities that take place under each subcomponent.

4.1 Safety Performance Monitoring and Measurement

Pierce Transit’s first step in Safety Assurance is establishing Safety Objectives and Performance Targets to meet the Agency’s safety goals. Key Performance Indicators (KPIs) are established that indicate whether the Agency is achieving its safety objectives and performance targets.

4.1.1 Safety Goals, Objectives, and Performance Targets

GOAL 1: SMS TO REDUCE CASUALTIES/OCCURRENCES			
Using a safety management systems framework to identify safety hazards, mitigate risk and reduce casualties and occurrences resulting from transit operations to meet or exceed the acceptable level of safety performance.			
FATALITIES			
OBJECTIVE/OUTCOME	METRICS (KPIs)	BASELINES	TARGETS
Reduce the number of transit-related fatalities	Number of fatalities per 100 million service miles traveled	Zero fatalities	Zero fatalities
ACCIDENT FREQUENCY RATE			
OBJECTIVE/OUTCOME	METRICS (KPIs)	BASELINES	TARGETS
Reduce the frequency of preventable vehicle-related collisions and those events which are related to operation of Agency vehicles	Number of preventable events per 100,000 odometer miles	Preventable Accident Frequency Rate from the previous year 2018 AFR = 1.26	At least 5% improvement over the previous year. 2019 AFR (projected) = 1.19
ACCIDENT SEVERITY			
OBJECTIVE/OUTCOME	METRICS (KPIs)	BASELINES	TARGETS
Reduce the severity of preventable vehicle-related collisions and those events which are related to operation of Agency vehicles	Total claim cost of events deemed preventable per 100,000 odometer miles	Preventable Incident Rate and total incurred for preventable incidents from the previous year 2018 Total Incurred = \$451,000	At least 5% improvement over the previous year. 2019 (projected) Total Incurred = \$428,450

<u>PASSENGER ACCIDENTS</u>			
OBJECTIVE/OUTCOME	METRICS (KPIs)	BASELINES	TARGETS
Reduce the frequency and severity of transit-passenger related injuries	Number of passenger injuries and its total claim cost per 100,000 service miles	Passenger Injury Rate (PIR) Passenger Injuries from the previous year – 2018 – 15 Pax Accidents X 100,000/8,565,476 .17 PIR	5% improvement over the previous year.
<u>EMPLOYEE INJURY ACCIDENTS</u>			
OBJECTIVE/OUTCOME	METRICS (KPIs)	BASELINES	TARGETS
Reduce the number of employee service related injuries	Number of employee injuries per 200,000 total work hours	Injury Frequency Rate (IFR) from the previous year – 2018 - 55 Recordable Cases X 200,000/1,798,960 Labor Hours = 6.11 IFR	5% improvement over the previous year. 2019 IFR (projected) = 5.8
<u>EMPLOYEE INJURY SEVERITY</u>			
OBJECTIVE/OUTCOME	METRICS (KPIs)	BASELINES	TARGETS
Reduce employee time lost due to work-related injuries and illnesses	Number of work-related injuries and illnesses that results in time lost and total days away from work per month	Lost Time Injury Frequency rate vs. Time Loss Severity from previous year – 2018 – 1991 Lost Work Days/55 Recordable Cases = 36.2 Days/Case	5% improvement over the previous year. 2019 Time Loss Severity (projected) = 34.4
<u>FACILITY AND SYSTEM SAFETY INSPECTIONS</u>			
OBJECTIVE/OUTCOME	METRICS (KPIs)	BASELINES	TARGETS
Increase the assessment and analysis of physical system facilities, equipment and procedures to identify and mitigate any potential safety risks	Number of facility safety audits, inspections, completed quarterly per year	1 per quarter	Complete one facility safety inspection per month and ensure all Pierce Transit-operated facilities are inspected at least twice per year

<u>REVENUE VEHICLE PRE-TRIP INSPECTIONS (QUALITY)</u>			
OBJECTIVE/OUTCOME	METRICS (KPIs)	BASELINES	TARGETS
Increase quality of operators reporting vehicle safety related issues through verifiable daily pre-trip inspection process	Install ZONAR on all revenue vehicles, train operators, feed through EAM system. Move from exception-based reporting	Reporting is all exception based	Build baseline using Zonar Ground Traffic Control (Goals and targets TBD after first quarter of Zonar operation)
<p><u>GOAL 2: SMS TO FOSTER A ROBUST SAFETY CULTURE</u> Foster Agency-wide support for transit safety by establishing a culture where managers are held accountable for safety and everyone in the organization takes an active role in securing transit safety; cultivate a safety culture in which employees are comfortable and encouraged to bring safety concerns to the attention of agency leadership.</p>			
<u>SAFETY TRAINING</u>			
OBJECTIVE/OUTCOME	METRICS (KPIs)	BASELINES	TARGETS
Increase attendance at regular transit safety meetings comprised of staff at varying levels, including executives, officers, managers, operators, administrative employees and maintenance employees	Percent of employees who participate in the quarterly safety meeting	An average of 50.99% of employees participated in the quarterly safety meetings in 2018	10% increase in attendance over the previous year Target = 57%
Increase employee safety training opportunities and attendance	New 2019 Learning System thru NEOGOV created	Establish usage and targets in 2019	TBD
<u>SAFETY COMMUNICATIONS</u>			
OBJECTIVE/OUTCOME	METRICS (KPIs)	BASELINES	TARGETS
Increase safety material distributed to employees and the general public	Number of manuals, brochures, posters or campaigns distributed on monthly basis, number of safety chats, Safety Monitor presentations, and monitors in every building communicating safety information	Weekly Safety Chat, Monthly Safety Statistic & lesson learned, Quarterly Safety Campaign for employees; and Annual safety promotion for general public at the Washington State Fair	Continuation of existing communication plan, building further communication channels and adding additional safety communication through new monitors placed around the agency, and Sharepoint Safety site portal

Increase the reporting of near misses and incidents that would otherwise go unreported	Number of near miss occurrences/incidents documented by DriveCam system and event reports	12 (avoidable) near collisions per month average	5% reduction over previous year (12 months would equate to 6 less near collisions per year)
GOAL 3: SYSTEMS/EQUIPMENT			
Provide safe and reliable transit operations by ensuring that all vehicles, equipment and facilities are regularly inspected, maintained and serviced as needed.			
ROAD FAILURES			
OBJECTIVE/OUTCOME	METRICS (KPIs)	BASELINES	TARGETS
Reduce the number of safety-related vehicle road failures	Number of vehicle/equipment/facility maintenance issues reported from the field per quarter/year	Pierce Transit/Sound Transit Total Mileage + Shuttle 2018 / Total 2018 Road Calls = 14,902,739/1630 = 9,142.78 Miles between road failures) Source: System History Database	5% improvement over the previous year [9599.92]
FACILITIES PREVENTIVE (SAFETY) REPAIRS			
OBJECTIVE/OUTCOME	METRICS (KPIs)	BASELINES	TARGETS
Response to reports of safety-related equipment/facility concerns, repair requests	Establish tracking system for safety-related responses system wide, to include timeliness and nature of request	Establish tracking mechanism in 2019	TBD 5% improvement over 2018
Prioritize preventative safety-related maintenance or inspections	Safety-related PMs completed on schedule. (emergency lights, fire systems, eyewash stations, life safety systems, etc.)	Facilities Maintenance to provide from Enterprise Asset Management Software	TBD based on historical annual data

4.1.2 Data Collection

Safety, Risk Management, Maintenance, the Training Department and Operations work collaboratively as a team to collect, analyze, and disseminate the data necessary to demonstrate the effectiveness of the Agency operations system and the SMS. This data comes from a number of sources including, but not limited to:

- Event reports on safety and security incidents, accidents, injuries and illnesses
- Observations of operations reports
- Internal and external inspection, survey, and audit reports
- Safety Hotline comments and suggestions
- Historic recall
- Seasonal events and effects
- Environmental considerations
- Deployment of new equipment
- Maintenance common fleet issues
- Process review and improvement
- Leadership training
- Emergency planning
- SORT training content

This safety data is reviewed, discussed and shared at the management meetings, monthly Safety Committee Meetings, Joint Bus Safety Committee Meeting with our partner agencies, and at the quarterly Safety Meetings with all employees.

4.1.3 Key Performance Indicators (KPIs)

The Safety Department uses collected data to establish Key Performance Indicators and baselines for realistic safety performance targets. Safety also uses Key Performance Indicators to assess and communicate with affected departments within the Agency in a timely manner.

4.1.4 Internal and External Audits

A Safety Review and Audit is a formal safety and quality assurance process used to evaluate the overall effectiveness, efficiency, and reliability of any transit Agency's SMS. Our internal audit program also helps prepare the Agency for the Triannual Review with the FTA. This process, however, does not take the place of regular safety inspections.

Pierce Transit performs auditing to determine compliance with the Agency's safety plan, and implements corrective action plans related to audit findings in order to:

- Verify safety programs have been developed/implemented in accordance with system safety program plan requirements;
- Assess effectiveness of the agency's system safety programs;
- Identify program deficiencies;
- Identify potential hazards in the operational system and weaknesses in the system safety programs;
- Verify prior corrective actions are being tracked for closure;
- Recommend improvements to the system safety program;
- Provide management with assessment of status and adequacy of system safety program;
- Assure continuing evaluation of safety-related programs, issues, awareness and reporting;

- Promote a clear understanding of success measures; and
- Promote continuous improvement of the Pierce Transit PTASP.

The Risk Management Department and the Safety Department work collaboratively with other departments to develop and maintain auditing schedules and perform the annual internal audit.

4.1.5 Employee Surveys

The Agency conducts employee surveys each year to evaluate the work environment, including employee engagement and overall safety culture. The feedback of our employees helps us identify the need for continuous improvement in our systems and practices. We use the employees' survey ratings as one of our Key Performance Indicators.

4.1.6 Corrective and Preventive Actions Track Log

Tracking Corrective and Preventive Actions (CPA) is a safety and quality assurance process for monitoring and measuring the effectiveness of the safety and risk management processes. The Corrective Action Log aims to track and address critical safety items and recurring safety issues. The Safety Department, Risk Department and the Safety Committee review all findings and follow up on the mitigation plan on regular basis.

A sample Corrective Action Log can be found in Appendix J.

4.2 Management of Changes

Hazards may inadvertently be introduced into an operation whenever change occurs. Safety management practices require that hazards that are a by-product of change be systematically and proactively identified and corrected.

Changes may be internal or external to the organization. Examples of external changes include changes in regulatory requirements and changes to service areas. Examples of internal changes include management changes, new equipment and new procedures.

A formal process for change management should take into account the following three considerations:

- Criticality of systems and activities
- Stability of systems and operational environments
- Past performance

New equipment, system expansion and modification, and system rehabilitation require design and procurement efforts.

Within Pierce Transit, the Service Delivery and Support Division submits changes such as bus retrofits to the Safety, Risk and Training departments. Fleet uses EAM to track modifications to bus systems.

When we make configuration changes to a bus that are not within the original scope, the changes are passed through the Safety, Risk and Training departments. Once the change is made, operators need to be trained on the item that was changed.

Pierce Transit Safety, Risk and Training departments review issues, such as installing new crosswalks at facilities. The Safety, Risk and Training departments also conduct facility safety inspections of transit centers and submits work orders to correct hazards.

The Safety, Risk and Training departments issue inspection reports, which outline key items such as sidewalks, condition of pavement paint markings, and similar items.

It is a good practice to conduct annual condition assessments and audits on equipment to cross check that they are being maintained per manufacturer recommendations.

Modifications to maintenance schedules may be needed based upon the results of the condition assessments. Items that may result in a need to modify schedules include:

- Fleet defects;
- Part failures beyond the warranty period (feedback to fleet engineering to assess); and/or
- Out-of-service causes, such as braking systems or slack in the steering wheel.

The SOP for management of change can be found in Appendix K.

4.3 Continuous Improvement Process

Through the process of monitoring, measuring and reassessing our safety risk controls, we gather data to identify the areas where we can improve and strengthen our operating systems.

The aim of continuous improvement in the SMS plan are applied to three general operational areas:

1. Operational Safety Management (such as policies and procedures, infrastructure, and equipment);
2. Individual performance (such as employee performance monitoring); and
3. Systems of control (such as control measures).

Pierce Transit will implement proven industry best practices in transportation safety management systems:

- Evidence of lessons learned incorporated into safety policy;
- Agency benchmarks SMS program performance compared to the rest of the transit industry;
- Surveys of safety cultures are carried out and acted upon; and
- Contractors are required to participate in the safety program.

5 Safety Promotion, Training, and Communication

Pierce Transit believes safety promotion is critical to the success of SMS by ensuring the entire organization understands and embraces its SMS program, policies, procedures and structure. It involves establishing a culture that recognizes safety as a core value, training employees in safety principles, and allowing open communication of safety issues.

5.1 Training

5.1.1 Employee Safety Training

All employees receive training as required under the Agency's Accident Prevention Program (also see Section 1.5.7, number 18, Employee Safety Program). All employees receive New Employee Orientation Training and annual training on the basic elements of employee safety. Depending upon job classification, some employees may receive additional training in programs such as Bloodborne Pathogens, Confined Space, Lockout/Tagout and others as required to perform their job safely.

Pierce Transit keeps an e-library with multiple courses for certification, qualification, refresher, equipment and process changes. A list of these courses as of can be found in Appendix L.

5.1.2 Operator Training

Pierce Transit offers Commercial Driver License (CDL) training for bus operators. Pierce Transit's Training Department documents CDL training, which includes a self-certification process audited by the state. Training programs are also subject to internal auditing that includes auditing of trainer performance and content. Auditing the number of accidents incurred by new operators is one measure to evaluate the effectiveness of new operator training.

Training begins with the operator selection process. An evaluation of skill sets must be considered during selection.

Prospective operators must meet thresholds to advance to the next stage of training; for example, a trainee must obtain a permit before starting classroom training and must pass a skills test prior to moving on to the balance of the class. If a trainee fails a step at a critical point in the training, they may be dropped from the program. Achieving threshold scores is necessary to progress to the next step and is an important component of the training program.

Pierce Transit provides approximately 10 weeks of instruction for new operators, including time spent with an operator mentor. This is followed by route training, which includes observing videos of the routes.

Ride checks provide a chance to correct actions before an accident occurs. A systematic process is used to identify who needs a ride check and when. Ride checks should be conducted with the goal of evaluating performance in a holistic manner, and includes

evaluation of:

- Health and wellbeing as it relates to safety
- Customer service
- Diffusing angry customers
- De-escalation techniques
- Operation skills
- Ergonomics

5.1.3 Mechanical Certification and Training

Pierce Transit encourages vehicle maintenance staff to obtain Automotive Service Excellence (ASE) certification by providing extra pay for staff who have obtained certification. This is provided in the employee contract.

Vehicle Maintenance employees receive training in Preventative Maintenance and Standard Operating Procedures (SOPs).

5.1.4 Training Assignments and Recordkeeping

Each department maintains training requirements and transcripts for their respective employees. A Learning Management System (LMS) is further used to track employee training.

Further recordkeeping and training documentation can be accessed at:

- Track-it
- Workforce Development Department
- Operations Decisions Database System
- RePortal

At Pierce Transit, the Workforce Development Department tracks and maintains training records.

5.1.5 Training Curriculums

The training curriculum is based on adult learning principles. Training also focuses on local and regional needs of operators.

5.2 Safety Promotion and Communication

5.2.1 Employee Safety Meetings

In compliance with Pierce Transit's Injury and Illness Prevention Plan requirements, the Service Delivery and Support Division will conduct quarterly employee Safety Meetings. The 2-hour safety meeting may be recorded and covers topics such as:

- Accident and injury trends
- Accident and injury prevention
- Hazard identification
- Hazard abatement
- DriveCam trends and instructional videos
- Safety Committee report

- Management safety presentation
- Employee recognition

The Maintenance Department conducts its own, department-specific Safety Meetings each quarter. This is an ongoing effort to keep employees aware of our past experiences while identifying new areas of risk. It is also important in preventing historic trends and involving each employee as part of our culture of safety accountability.

5.2.2 Safety Committee

Safety Committees are required by state law to serve as the basic forum to review safety issues and hazards, hazard reports, safety inspection reports, accident investigations and corrective actions. Safety Committee Representatives communicate safety concerns from their work areas to the Safety Committee, and report back to their workgroups. Safety Committee meeting minutes are made available to all employees via the Safety Intranet site and Safety bulletin boards.

Safety Committee Guidelines can be found in Appendix M.

5.2.3 Safety Bulletin

Pierce Transit has display monitors in centrally located areas (e.g. lunchrooms) to display safety and emergency alerts, accident statistics, and other safety education materials.

Safety posters are also used to raise safety awareness throughout the Agency.

5.2.4 Safety Weekly Chats

The Safety Department publishes weekly “Safety Chats” via email. This communication tool is used to enhance health and safety awareness among Pierce Transit employees.

5.2.5 Safety Hotline and Safety Suggestion Box

The Safety Hotline and the Safety Suggestion Box are tools that allow employees to share their safety ideas and concerns. Any safety-related comments and concerns received via these avenues are discussed and addressed at the Safety Committee Meeting.

5.2.6 Employee Recognition Program

Pierce Transit establishes the Employee Recognition Program such as the Million Mile Club, Good Driver Awards or Good Job to promote safety performance, build morale and focus attention on achieving the Agency’s safety goals.

6 APPENDIX A – Job Hazard Analysis Example

	PierceTransit Job Hazard Analysis Forklift Operation
	3701 96th St. SW, Lakewood, WA 98499 Maintenance Training Department, Telephone: :253.984.8169

Picture of task/equipment:	Task:	Operating a Forklift
	Name of Shop or Dept:	Maintenance Training
	Job Title(s):	All Qualified Staff
	Analyzed by:	Brent Riffel, Maintenance Training Coordinator Information Officer, P&M
	Date:	02/15/18

Required PPE:
Non-slip work shoes 

Required/Recommended Trainings
Forklift operator (OSHA certification)

TASK	HAZARDS	CONTROLS
Driving a Forklift 	Concussion Whiplash Laceration Contusion Trauma	<ul style="list-style-type: none"> ❖ Always wear a seatbelt when operating a forklift and always operate the forklift from the operator's seat. ❖ Slow down for turns, uneven or slippery surfaces. ❖ Watch for clearances for forks, mast, guards and swing radius. ❖ <u>When traveling with an empty load:</u> <ul style="list-style-type: none"> ➢ Travel with the lifting mechanism slightly raised off the ground, keep vision clear ➢ Travel with the lifting mechanism in front of you when traveling down hill ❖ <u>When traveling with a weighted load:</u> <ul style="list-style-type: none"> ➢ Make sure forks are spaced as far as load permits ➢ Loads should be evenly and securely stacked. ➢ Never handle loads that are higher than the load bracket. ➢ Avoid any sudden stops, starts, turns or changes in direction. ➢ Never angle or turn on an incline ➢ When traveling uphill, always have the load in front of you. ➢ Never exceed rated capacity. ➢ Keep clear view of travel path, if load is blocking view then travel with load behind you.

		Job Hazard Analysis Administrative Professional
<p>The following assessment has been prepared to assist Pierce Transit in the identification of hazards that may be present in administrative work classifications. It is only a guide and should not be taken to imply that only the listed hazards are the only risk present in the applicable work classification. It is the responsibility of all employees, supervisors and managers to constantly evaluate each work tasks (before, during and after performance of the task) and identify any hazards that could be a danger to the worker and take steps to control, reduce and/or eliminate the risk to the worker.</p>		
Job Hazard	Hazard Control	
Removal and replacement of files in cabinets	Keep doors, overheads and file drawers closed when not in use	
Transfers to a department with job associated hazards	Retrain employee on new job related hazards	
Potential trip and fall hazards	Keep all aisles and areas around desk free of boxes: tie-wrap and all cords	
Potential exposure to hazardous materials or hazardous waste	Instruct employees on Hazard Communication fundamentals	
Range of motion injuries	Use proper Ergonomic procedures, evaluate work station for proper setup and equipment	
Constant lifting, bending, and stooping	Body mechanics instruction (ergonomics)	
Fire/Emergency Procedures; response to evacuation and injuries for Area Monitors	Instruction on fire extinguisher use, phone communication, regularly scheduled drills, first aid, CPR, and bloodborne pathogens	
Automobile injuries/incidents while driving/traveling on campus/business	Good driving practices, foreign travel awareness, vehicle inspection	
Emergency situations and their related potential for injuries	Remove all boxes and objects on top of cabinets, --practice good housekeeping, train--first aid, CPR, and bloodborne pathogens	
Walking across bus lot/maintenance service areas	Closed toe and heel shoes are required to walk onto/into this area for any purpose.	
Recommended Instruction: New Employee Orientation Hazard Communication Fire Safety and Emergency Evacuation Ergonomics Defensive Driving First Aid / CPR Bloodborne Pathogens	EMPLOYEE NAME: <hr/> EMPLOYEE NUMBER: <hr/> HIRE DATE: <hr/> EMPLOYEE SIGNATURE: <hr/> ADMINISTRATOR:	

7 APPENDIX B – Guest Rider Form

Guest Rider 2017

Page 1 of 2



WASHINGTON STATE TRANSIT INSURANCE POOL | RISK MANAGEMENT IN MOTION
2629 12th Court SW | Olympia, WA 98502 | 360-786-1620 | www.wstip.org

Guest Ride Form 2017

<p>Host Agency * <input type="text" value=""/></p> <p>Transit Operator: (Name if Known) <input type="text" value=""/></p> <p>Vehicle #: <input type="text" value="0126"/></p> <p>Boarding Location: <input type="text" value="4th and Pine"/></p> <p>Deboarding Location: <input type="text" value="Madison and Washington"/></p>	<p>Guest Rider Agency * <input type="text" value=""/></p> <p>Date: * <input type="text" value="05/15/2016"/></p> <p>Brd Start Time: <input type="text" value="9:00 am"/></p> <p>Brd End Time: <input type="text" value="9:30 am"/></p> <p>Route Number: <input type="text" value="121"/></p>
--	---

SCORE: 3 - Exceeds Expectations, 2 - Meets Expectations, 1 - Needs Improvement, N/O - Not Observed

<p>1. Smooth* * <input type="text" value="N/O"/></p> <p>2. Turns* * <input type="text" value="N/O"/></p> <p>3. Bus Stops* * <input type="text" value="N/O"/></p> <p>4. Lane Use* * <input type="text" value="N/O"/></p> <p>5. Mirror use * <input type="text" value="N/O"/> <input checked="" type="checkbox"/> <small>(checks every 5-10 seconds)</small></p> <p>6. Intersection awareness* * <input type="text" value="N/O"/></p> <p>7. Defensive driving skills* * <input type="text" value="N/O"/></p> <p>8. Steering control * <input type="text" value="N/O"/></p>	<p>15. Wears seatbelt * <input type="text" value="N/O"/></p> <p>16. Door operation * <input type="text" value="N/O"/></p> <p>17. ADA compliance* * <input type="text" value="N/O"/></p> <p>18. Climate control * <input type="text" value="N/O"/></p> <p>19. Proper uniform* * <input type="text" value="N/O"/></p> <p>20. Radio use * <input type="text" value="N/O"/></p> <p>21. Route turnover* * <input type="text" value="N/O"/></p> <p>22. Proper body mechanics* * <input type="text" value="N/O"/></p>
--	--

<https://form.jotform.com/70047166723959>

5/10/2019

23. Proper fare & transfer procedures *
N/O

10. Yields right-of-way* *
N/O

11. Vehicle securement* *
N/O

12. Obeys traffic signs/signals* *
N/O

13. Speed control* *
N/O

14. Stopping distance *
N/O

24. Passenger relations* *
N/O

25. Bus interior* *
N/O

26. Distracted driving* *
N/O

27. Miscellaneous Observations* *
N/O

28. On time/schedule *
N/O
(early or late)

On time/schedule
[Dropdown]

General Comments:
[Text Area]

Full Name *
First Name [Text] Last Name [Text]

Signature
[Text Area]

Clear

Submit

8 APPENDIX C – DriveCam Sample Good Driving Award



9 APPENDIX D – DriveCam Safety Program Presentation



LYTX DRIVECAM™
SAFETY PROGRAM
BEHAVIOR MATTERS

August 2, 2017





AGENDA

- Introduction
- Myths about the Lytx DriveCam™ safety program
- Why are we adopting the DriveCam® safety program?
- How does the program work?
- Q&A

DRIVECAM SAFETY PROCESS

Focus on what matters



MYTHS ABOUT THE LYTX DRIVECAM SAFETY PROGRAM

ONLY SAVES VIDEO WHEN TRIGGERED

Video is not continuously saving



*Some companies save 20 seconds of video

DRIVERS ARE IN CONTROL

- Driving maneuvers are the main things that trigger an event
- Event recorder only saves 12 seconds of video*



NO SPYING

No one has access into the cab to watch the driver



MANAGEMENT CANNOT

- Look into the cab
- Turn on the event recorder
- Remotely trigger the event recorder to save video

Nor do we want to



NOT INTENDED TO BE PUNITIVE

Helps identify unknown habits



THE PURPOSE IS TO

- Protect the driver!
- Help during litigation
- Improve driving skills
- Reduce collisions

lytx
DriveCam.

WHY WE ARE ADOPTING THE DRIVECAM SAFETY PROGRAM

lytx
DriveCam.

SAFETY HAS ALWAYS BEEN A TOP PRIORITY AT PIERCE TRANSIT

Our culture is built around safety

Safety
Service
Schedule



The DriveCam program is another safety tool that will help us achieve our goals.



MANY KEY BENEFITS

The DriveCam program has many benefits



FOR THE DRIVERS

Protection!

- Against false accusations
- Protect your reputation

Keep You Safe!

- Raise awareness of risk
- Improve your driving habits



FOR THE ORGANIZATION

Protection!

- Against false accusation
- Our reputation—win new business

Save Money!

- Fewer collisions
- Avoid a big lawsuit payout
- Less maintenance



HOW DOES THE PROGRAM WORK?

lytx
DriveCam.

DRIVERS ARE IN CONTROL

The event recorder:

- Only saves video when triggered by an event
- Typically captures fewer than five minutes of video per driver per month
- Driver-activated button for additional protection



lytx
DriveCam.

COMMON TYPES OF TRIGGERS THAT CAN CAUSE AN EVENT TO BE SAVED



lytx DriveCam.

JUST SO YOU KNOW: ROAD CONDITIONS CAN ALSO TRIGGER EVENTS

Events triggered by rough roads are not sent for coaching.



Potholes



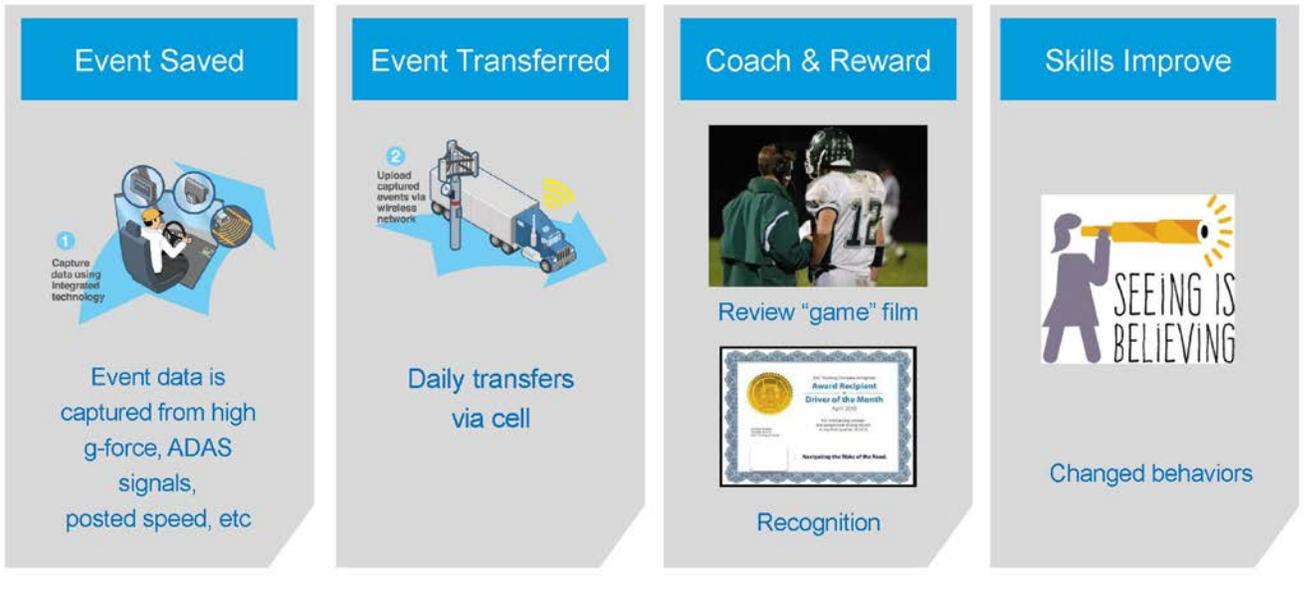
Rough Roads



Railroad Crossings

lytx DriveCam.

DRIVECAM SAFETY PROGRAM PROCESS



RECOGNIZING SAFE DRIVERS



SF-1 EVENT RECORDER

- Mounted on the windshield or dashboard
- ✓ Enhanced video quality with 10 fps plus image quality tuning
- ✓ ECM connection captures speed, fuel and vehicle data
- ✓ Multiple camera support, road-facing continual recording*



lytx
DriveCam.

EXONERATIONS



lytx
DriveCam.

QUESTIONS



WHAT'S ON YOUR MIND?



10 APPENDIX E – Department Inspection Sheets

Pierce Transit Safety Checklist
Accounting

Week Commencing: _____

- Aisles – clean and clear
- Fire extinguishers – accessible
- Exits – clearly marked; not blocked inside or out
- Electrical panels – 3’ clearance and not blocked
- First aid kits – full and accessible
- Emergency lights – good working order
- Emergency evacuation signs – posted and legible
- Safety postings – replaced when necessary
- Walking surfaces – clean/clear of debris, boxes & equipment
- Electrical cords – good condition/not frayed
- Appliances - good condition, cords OK

Comments/Problems: _____

Location/Department Bldg 4
Dept. Head: _____

Person(s) checking: _____ Date: _____

Pierce Transit Safety Checklist

Human Resources

Week Commencing: _____

- Aisles – clean and clear
- Fire extinguishers – accessible
- Exits – clearly marked; not blocked inside or out
- First aid kits – full and accessible
- Emergency lights – good working order
- Emergency evacuation signs – posted and legible
- Safety postings – replaced when necessary
- Walking surfaces – clean/clear of debris, oil & equipment
- Electrical cords – no exposed wiring
- Electrical Outlets – in good condition, not broken
- HMIS labels – on all containers as required
- Appliances - good condition, cords OK

Comments/Problems: _____

Location/Department Bldg 4
Dept. Supervisor: _____

Person(s) checking: _____ Date: _____

Pierce Transit Safety Checklist
Purchasing/Admin Srvc

Week Commencing: _____

- Aisles – clean and clear
- Fire extinguishers – accessible
- Exits/paths to exits – clearly marked; not blocked inside or out
- Electrical panels – 3’ clearance and not blocked
- Emergency lights – visible, not blocked
- Safety signs – clean, replaced when necessary
- Electrical cords – good condition/not frayed
- Electrical Outlets – no damage, not overloaded
- Flammables – stored properly

Comments/Problems: _____

Location/Department Purchasing
Dept. Head: _____

Person(s) checking: _____ Date: _____

Pierce Transit Safety Checklist
Transit Services

Week Commencing: _____

- Aisles – clean and clear
- Fire extinguishers – accessible
- Exits – clearly marked; not blocked inside or out
- Emergency lights – good working order
- Safety postings – replaced when necessary
- Walking/driving surfaces – clean/clear of debris, oil & equipment
- Appliances - good condition, cords OK

Comments/Problems: _____

Location/Department: Transit Services

Dept. Head: _____

Person(s) checking: _____ Date: _____

Pierce Transit Safety Checklist
Bus Maintenance

Month: _____

- Aisles – clean and clear
- Fire extinguishers – accessible
- Exits – clearly marked; not blocked inside or out
- First aid kits – full and accessible
- Emergency evacuation signs – posted and legible
- SDS program loads on all computers
- Safety signs – replaced when necessary
- Walking/driving surfaces – clean/clear of debris, oil & equipment
- Electrical cords – good condition/not frayed
- Electrical Outlets – splash covers, where applicable, good condition
- “Wet Floor” signs – in use
- Electrical panels closed and accessible - no storage blocking access.
- P.P.E. – in use, checked and cleaned regularly
- Air hoses – proper tips being used
- Compressed gas cylinders – secured and in proper area
- Ladders – in good condition and being used properly
- Wood pallets – stacked no more than 8’ high
- Bench grinder guards and shields – set properly
- All portable tools - in good condition
- Flammables – stored properly
- Chemical labels – on all containers as required
- Chemical Storage - clean, orderly and properly signed
- Appliances - good condition, cords OK

Comments/Problems: _____

Location/Department: Fleet Maintenance Area: _____

Dept. Head: _____

Person(s) checking: _____ Date: _____

Pierce Transit Safety Checklist

Week Commencing: _____

- Aisles – clean and clear
- Fire extinguishers – accessible
- Exits – clearly marked; not blocked inside or out
- Electrical panels – 3’ clearance and not blocked
- First aid kits – full and accessible
- Emergency lights – good working order
- Emergency evacuation signs – posted and legible
- Safety postings – replaced when necessary
- Walking surfaces – clean/clear of debris, oil & equipment
- Electrical cords – no exposed wiring
- Electrical Outlets – in good condition, not broken
- All appliances - in good condition, cords OK
- Flammables – stored properly
- Chemical labels – on all containers as required
- Appliances - good condition, cords OK

Comments/Problems: _____

Location/Department:

Dept. Head:

Person(s) checking: _____ Date: _____

Pierce Transit Safety Checklist

Risk

Week Commencing: _____

- Aisles – clean and clear
- Fire extinguishers – accessible
- Exits - clearly marked; not blocked inside or out
- First aid kits – full and accessible
- Emergency lights – good working order
- Emergency evacuation signs – posted and legible
- Electrical outlets - good condition, not broken
- Walking surfaces – clean/clear of debris & equipment
- Electrical cords – good condition/not frayed
- Appliances - good condition, cords OK

Comments/Problems: _____

Location/Department Risk
Dept. Head: _____

Person(s) checking: _____ Date: _____

Pierce Transit Safety Checklist
Maintenance (Shop/Electrical/Mechanical/Storage)

Week Commencing: _____

- Aisles – clean and clear
- Fire extinguishers – accessible
- Exits – clearly marked; not blocked inside or out
- Electrical panels – 3’ clearance and not blocked
- First aid kits – full and accessible
- Emergency lights – good working order
- Emergency evacuation signs – posted and legible
- Lockout/tagout stations – clean, stocked and in use
- SDS program available
- Walking/driving surfaces – clean/clear of debris, oil & equipment
- Electrical cords – good condition/not frayed
- Electrical Outlets – good condition, not broken
- “Wet Floor” signs – in use when appropriate
- P.P.E. – in use, checked and cleaned regularly
- Air hoses – proper tips being used
- Compressed gas cylinders – secured and in proper area
- Ladders – in good condition and being used properly
- Bench grinder guards and shields – set properly
- Grinding wheels – properly tested and initialed
- All portable tools - in good condition, cords OK
- Flammables – stored properly
- HMIS labels – on all containers as required
- Emergency spill equipment accessible, stocked

Comments/Problems: _____

Location/Department: Maintenance
Dept. Head: _____

Person(s) checking: _____ Date: _____

Pierce Transit Safety Checklist

Retail

Week Commencing: _____

- Aisles – clean and clear
- Fire extinguishers – accessible
- Exits – clearly marked; not blocked inside or out
- First aid kits – full and accessible
- Emergency lights – visible, not blocked
- SDS program available
- Safety postings – replaced when necessary
- Walking surfaces – clean/clear of debris, rugs not creating trip hazard
- Electrical cords – good condition, no exposed wiring
- Electrical outlets – good condition, not broken
- HMIS labels – on all containers as required
- All appliances in good condition, cords OK
- Horn strobes/pull stations - visible & accessible

Comments/Problems: _____

Location/Department: Bldg 5/TDS
Dept. Head: _____

Person(s) checking: _____ Date: _____

Pierce Transit Safety Checklist

Warehouse

- Aisles – clean and clear
- Fire extinguishers/hoses – accessible
- Exits – clearly marked; not blocked inside or out
- First aid kits – full and accessible
- Emergency lights – visible, not blocked
- SDS program available
- Safety postings – replaced when necessary
- Walking/driving surfaces – clean/clear of debris, oil & equipment
- Electrical cords – good condition, no exposed wiring
- Electrical outlets – good condition, not broken
- “Wet Floor” signs – in use when necessary
- P.P.E. – in use, checked and cleaned regularly
- Wood pallets – stacked no more than 8’ high
- Flammables – stored properly
- HMIS labels – on all containers as required
- Hazardous Materials - receiving, distribution and storage OK

Comments/Problems: _____

Location/Department: Warehouse
Dept. Head: _____

Person(s) checking: _____ Date: _____

11 APPENDIX F – Sample Safety Department Inspection Report from Track-it



FACILITY SAFETY INSPECTION CHECKLIST

Inspector ID:	2032	Location Name	Jason L. Hovde
Location ID:	2032	Instructor Name:	Jason L. Hovde
Area	Ops lobby		

Life Safety Issues/Housekeeping:

Egress routes marked and accessible:

Comment: ADA DOOR NEAR RISK TO LOT : BUTTON DOES NOT OPEN DOOR FROM INTERIOR



Electrical Hazards:

Outlets, switches and boxes have covers

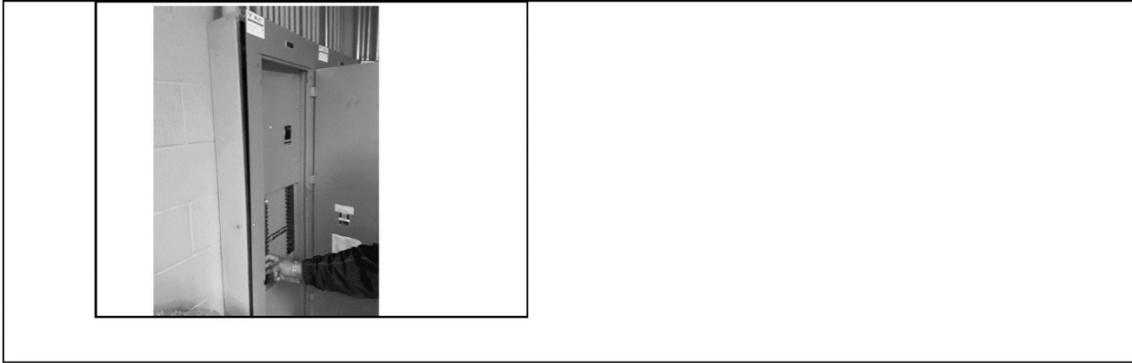
1. Selected:

Comment:



2. Selected:

Comment: Panel a7 cover coming away from box



Comment:

Noted several lights out near pool table

Tile removed from ceiling above mens rr.

Final Grade Recommendation:

Issues Found

12 APPENDIX G – Fire Extinguisher Inspection Sheet

Fire Extinguisher Checklist						
NO.	LOCATION BUILDING #4	EXT. TYPE	GAUGE	TAG	PIN	SIGN
Level 1						
B4-L1-1	Inside Risk Management Office	5# ABC				
B4-L1-2	Outside Risk Management Office door	5# ABC				
B4-L1-3	Operators Lobby	5# ABC				
B4-L1-4	Mounted in hallway near TS assistant managers	5# ABC				
B4-L1-5	Near receptions desk at the bottom of the stairs	5# ABC				
B4-L1-6	Outside human resources door	5# ABC				
Level 2						
B4-L2-1	Upstairs SW entrance / exit door	5# ABC				
B4-L2-2	Waiting area outside CEO's office	5# ABC				
B4-L2-3	REMOVED	5# ABC				
B4-L2-4	Inside door of break room	5# ABC				
B4-L2-5	Across from upstairs break room door	5# ABC				
B4-L2-6	Inside payroll door	5# ABC				
B4-L2-7	Inside server room (1 #5ABC)	5# ABC				
Level 3						
B4-L3-1	Exercise Room (Penthouse)	5# ABC				

Inspected By: _____

Date: _____

Print & Sign

Revised: 11/2014

13 APPENDIX H – Contractor Safety Checklist



Pierce Transit CONTRACTOR SAFETY CHECKLIST

I. Work Rules

Safety is the first priority at Pierce Transit, so we ask all contractors to also make it a priority. While working onsite contractors agree to abide by all local, state and federal safety regulations. Contractors are expected to perform their work in a safe manner, not exposing either themselves or Pierce Transit employees to risk of harm. (The Safety Officer will also discuss any special safety issues, procedures or circumstances expected to be encountered by the contractor while onsite.)

II. Personal Protective Equipment

While working at Pierce Transit, contractors are to provide, use and maintain all required PPE, including but not limited to safety glasses, gloves, shoes, hearing protection, hard hats, fall protection and respiratory protection. Proper attire must be worn at all times.

III. Hazardous Chemicals

During the course of a contractor's work they may encounter hazardous chemicals/materials. Pierce Transit will provide the contractor with information of potential exposure, prior to the commencement of work at the facility. The SDSs for Pierce Transit are located at the Safety Officer's office and in Building One. The contractor must provide a list to the Safety Officer of hazardous materials they expect to bring onsite. Contractors must also maintain (at Pierce Transit) a current copy of SDSs for all materials used on site and ensure the SDSs are available to Pierce Transit personnel upon request.

IV. Emergency Equipment

Fire extinguishers are located throughout the agency. Locations are marked with red signs on the walls/beams. If a contractor discharges a fire extinguisher, please inform the Safety Officer or Communications Center of the incident. Safety eye washes and showers are located throughout Buildings 1-3, with signs indicating their locations.

The fire alarm is a tone on which all persons are to immediately evacuate the building. The Early Warning System is a message that will be broadcast through all buildings telling employees specific instructions in the event of bomb threat, chemical release, or potential violent situations on premise. Follow direction of the area monitor in your area or verbal directions announced over the EWS system.

V. Reporting Injuries, Illness & Incidents

Contractors must report all injuries, illnesses and incidents (fire, chemical spill, accidents, etc.) immediately to the Safety Officer or the Communication Center at 589-6371 or 581-8109.

It will be the responsibility of the contractors to have their own first aid kits on site and know of the nearest hospital/clinic for medical situations. In emergency situations the Pierce Transit Safety Officer may be available for assistance.

VI. Material storage and movement

Toolboxes are the responsibility of contractors. For the protection of contractors, their employees and Pierce Transit employees, tools/equipment shall not be left out when not in use. Tool boxes are to be kept in a mutually agreed upon location. Contractors shall not use Pierce Transit tools or equipment.

The contractor is responsible for providing their own means of transporting materials and personnel throughout the plant (Pierce Transit's lift trucks are not available for use). Transportation equipment must meet with Pierce Transit management approval prior to being brought onsite.

VII. Personal Hygiene / Housekeeping

The contractor has a responsibility to clean up and diligently maintain their work areas in a sanitary and orderly fashion. Material or storage may never block access to emergency exits, fire extinguishers, eyewashes, or electrical panels.

VIII. Doorways

Outside doors are not allowed to be propped open and must be closed. Contractors must close all interior doors they pass through while working in the building.

IX. Smoking

Smoking is only allowed in designated areas. All smoking areas are located outside of buildings. See RCW 70.160.075

Cigarette butts must be properly disposed of in approved containers.

X. Hot Work Permits

Contractors are required to obtain a Hot Work Permit (from the Safety office), prior to beginning hot work, for all welding, brazing, cutting and other hot work.

XI. Lockout – Tagout

Contractors engaging in activities in which Lockout-Tagout is required shall provide a copy of their procedures to Pierce Transit. Pierce Transit employees working with contractors are required to follow Pierce Transit lockout-tagout procedures. All Lockout-Tagout procedures involving Pierce Transit employees are to be overseen or performed by Pierce Transit personnel. Pierce Transit lockout-tagout procedures for specific machines/equipment are located in binders within the Assistant Maintenance Managers office.

XII. Asbestos Encapsulation

Contractors who encounter asbestos containing materials unexpectedly must immediately stop work and notify the project manager for proper procedures.

XIII. Drug Free Work Place

Pierce Transit is a drug free workplace and will not tolerate violators. Contractors found under the influence of alcohol or illegal drugs will be escorted from the premises.

XIV. Other

Pierce Transit will be conducting frequent job-site safety inspections for compliance with safety requirements.

Contractors are not allowed to wander outside their immediate work areas, unless accompanied by Pierce Transit personnel.

All employees of contractors must check in and out of building four, at the reception desk, on a daily basis. The Pierce Transit Project Manager may make arrangements for long-term contractors through the Public Safety Department if daily check-in is not feasible. Bags and other items brought into the facility are subject to search by the Public Safety Department.

XV. Safety Orientation Checklist

- Contractor Brochure
- Scope and location of work?
- Power tools used in performance of work?
- Vehicles used in performance of work?
- Chemical Safety
- Lot safety
- 1. Crosswalks
- 2. Prohibited Lot Areas
- 3. Vehicle Movement, Yard Speed Limit
- 4. Parking Areas Permitted
- 5. Building Alarms
- 6. Emergency Evacuation Areas
- 7. Prohibited Building Areas
- 8. SDS, Chemicals
- 9. Use flaggers and delineators as required by law while working on the street.
- 10. When trenching & excavating use shoring and/or sloping as required by law.
- 11. Please guard all open pits/excavation during construction.

The Contractor is responsible for reviewing the contractor checklist with all its employees, and all of its sub-contractors that perform work on behalf of the contractor and Pierce Transit.

As required under the terms and conditions of the contract, the contractor and its employees, the contractor's subcontractors and its employees have reviewed the above Contractor's Safety Checklist and shall adhere to the requirements of the Contractor's Safety Checklist.

Contractor Representative's Signature, Date

Pierce Transit - Safety Officer, Date

Company Name

5/06

Special comments:

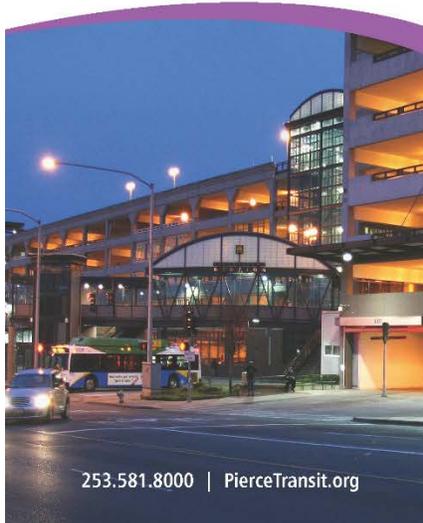
14 APPENDIX I – Safety Guidelines for Visitors & Contractors

Visitors:

Safety Guidelines

Your Safety is Our Highest Priority

The safety and health of our employees and guests is the utmost concern of Pierce Transit. We recognize that all employees at every level of the organization are responsible for their own safety and health as well as for those around them. By accepting mutual responsibility to operate safely, we all contribute to the safety and well being of our customers, visitors, contractors, and co-workers.



253.581.8000 | PierceTransit.org

- All visitors must display Pierce Transit issued ID badge while on the premises.
- All vehicles must obey the posted speed limit in all parking lots.
- While in bus lot, wearing ANSI high-visibility II apparel and closed-toe shoes is required at all times.
- Read and obey all posted signage.
- Observe and become familiar with EXIT routes.
- Stay clear of machinery, equipment and welding activity. If the nature of your work requires you to approach machinery or a welding area, wear appropriate protective equipment, remove jewelry, and secure loose clothing and hair.
- Do not distract operators or employees who are working.
- Watch out for forklifts and stay clear of overhead hazards.
- Avoid contact with shop chemicals. Safety Data Sheets (SDS) are available electronically on all agency computers.
- In the event of an emergency, an alarm will sound. If no verbal prompts follow this alarm, carefully move to the designated evacuation area for your location. Report to a supervisor to complete a head count.
- Smoking is only permitted in designated outdoor smoking areas. Place cigarette butts in proper receptacles.
- Avoid using personal electronic devices including cell phones, or other distractions in operational areas.



253.581.8000 | PierceTransit.org

© Pierce Transit Inc. All rights reserved. 2018 Safety Guidelines for Visitors and Contractors | 2018 Visitor Contractor Edition 10/20/18



PIERCE TRANSIT
SAFETY
 GUIDELINES
 FOR VISITORS & CONTRACTORS

All Visitors and Contractors

All non-Pierce Transit persons are required to sign the Visitor In/Out Log sheet. In the event of an emergency, this helps account for everyone who is at the facility.

For your health and welfare please follow these safety guidelines:

General Guidelines

- Obey the posted parking lot speed limit.
- Display the Pierce Transit-issued ID badge while on the premises.
- Wear safety glasses in operational areas.
- Wear hearing protection where posted.
- Do not bring food into operational areas.
- ANSI Class II vest required in bus lot.

Additional guidelines for contractors

- Wear closed-toe, work-type shoe.
- Use barricades as necessary.
- Wear necessary personal protective equipment as work requires.
- Dispose of waste fluids and material appropriately.

Emergency Phone Numbers

From Pierce Transit Phone	911
From Personal Cell Phone	911
Front Desk	253.581.8000



Pierce Transit Base

Buildings 1-4: 3701 96th St SW

Building 5: 3720 96th St SW

E Evacuation Area

S Designated Smoking Area

Note: Building 4 is located on the corner of 96th St SW & South Tacoma Way in Lakewood.

16 APPENDIX K – Lean Problem Solving & Change Management

LEAN PROBLEM SOLVING AND CHANGE MANAGEMENT PROCESS



Pierce Transit has adopted two methodologies for managing change: Lean Problem Solving and Change Management. The two methods function in partnership to provide a process for both recognizing the need for change, identifying the change, and implementing the change.

Pierce Transit’s Lean Program is modeled on an amalgamation of the Deming Cycle and Lean Six Sigma which result in an 8-step problem solving process:

1. Clarify the problem
2. Identify performance gaps
3. Set improvement targets
4. Determine root causes
5. Develop countermeasures
6. See countermeasures through
7. Confirm results and processes
8. Follow-up

Pierce Transit’s Change Management Program is based on Prosci’s methodology of:

1. Prepare for Change
2. Manage Change
3. Reinforce Change

Each program includes standardized training offered at both the basic and intermediate levels with additional training tailored for leaders of the organization.

17 APPENDIX L – Safety E-Learning Courses

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Accident Incident Investigation	Workplace accidents occur each and every day. Accident investigations determine how and why accidents, incidences or near misses occur. By using the information gained through an investigation, a similar or even a more disastrous accident may be prevented. The primary focus of this course is to explain the reasons for conducting an accident/incident investigation, introduce the six-step accident/incident investigation procedure, and demonstrate how company safety programs can be improved to prevent reoccurrences.
Active Shooter Response for the Workplace	An active shooter in the workplace is a nightmare situation. This course covers the basics of active shooter response, including dealing with post-event trauma. It instills the importance of acting <u>quickly for survival</u> .
Aggressive Driving and Road Rage	Road rage can become a deadly event. This course will help you to identify the difference between aggressive driving and road rage, avoid aggressive driving behavior, and understand the importance of <u>maintaining your composure</u> .
Avoiding Collisions	This course covers the causes of rear-end collisions and how to avoid them, the precautions you should take to avoid head on collisions, key factors of safe passing, right of way rules and how to navigate intersections without incident, and how to avoid accidents <u>when backing up</u> .
Avoiding Collisions While Backing & Parking	The space behind your vehicle can be just as dangerous as the space in the front. Because of this fact, you must be aware of your surroundings at all times and know what is around you “in every direction and in all situations. This course covers the dangers of backing and parking collisions, the best ways to back up and park safely, and how to protect yourself from backing and parking <u>collisions</u> .
Avoiding the Crush Zone	Don't get caught in the crush zone! Too many accidents involve workers who are caught between moving and stationary objects. The results have been devastating. This course will raise awareness about some of the most common Crush Zone hazards faced by <u>public employees</u> .
Back Safety	How important is back health? Protecting your back can save you time, money, and pain. This course covers basic back safety in the workplace. Topics include safe lifting steps, common back <u>injuries and an ergonomic overview</u> .
Basic Industrial Safety	This awareness level course covers industrial safety fundamentals covered under OSHA 29 CFR 1910, Industrial Safety Standards. Topics include hazard communication, bloodborne pathogens, lockout-tagout, confined space entry, personal protective equipment, emergency response planning, and respiratory protection. The course also provides an overview of OSHA 29 CFR 1903.1.

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Behavior-Based Safety Training	This course covers the concepts of behavior-based safety as well as methods and techniques used to protect workers. Topics include the scope and purpose of safety policies, the supervisor's responsibilities, the purpose of OSHA's Industrial Safety Standards (29 CFR 1910), and when the General Duty Clause (29 CFR 1903.1) is used to keep workers safe.
Bloodborne Pathogens	This course provides information to minimize the health risks to workers exposed to blood and other potentially infectious materials. Topics include the definition of bloodborne pathogens, symptoms of the diseases they cause, and modes of transmission; Exposure Control Plans; universal precautions, engineering controls, work practices, and personal protection equipment; decontamination and disposal; hepatitis B vaccines and emergency procedures related to exposure incidents.
Bloodborne Pathogens for all Employees	This course provides information to minimize the health risks to workers exposed to blood and other potentially infectious materials. Topics include the definition of bloodborne pathogens, symptoms of the diseases they cause, and modes of transmission; Exposure Control Plans; universal precautions, engineering controls, work practices, and personal protection equipment; decontamination and disposal; hepatitis B vaccines and emergency procedures related to exposure incidents. This course primarily covers OSHA 29 CFR 1910.10.
Compressed Gas Safety	This course covers how employers and employees can work safely with compressed gases by controlling the physical and health hazards associated with them. Topics include physical properties of widely used compressed gases; inspection of cylinders, regulators, and fittings; handling and storage of compressed gases; safety relief devices for compressed gas containers; basic hazard recognition and control procedures; and responding to emergencies. The course provides an overview of OSHA's 29 CFR 1910.101.
Confined Space Entry	This course covers information about working safely in confined spaces and hazardous atmospheres, necessary equipment and permits. Topics include definitions and identification of hazards related to confined spaces and hazardous atmospheres; duties of a confined space attendant; equipment, pre-entry requirements, and point-of-entry permits. This course provides an overview of OSHA's 29 CFR 1910.146.

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Decontamination in Industrial Environments	This course covers major factors affecting permeation of contaminants, steps in creating a decontamination plan, decontamination procedures for personnel and equipment, testing decontamination method effectiveness, and emergency decontamination situations. This course provides and overview of OSHA's 29.CFR 1910.120
Defensive Driving	This course, intended for experienced drivers, covers the risks inherent in driving and offers concrete tips on how to reduce the likelihood of a collision. The course covers vehicle protection systems, rules of the road, how to deal effectively with hazardous conditions, and making safe choices.
Defensive Driving for Passenger Vans	This course, intended for experienced drivers, covers the risks inherent in driving and offers concrete tips on how to reduce the likelihood of a collision. The course covers vehicle protection systems, rules of the road, how to deal effectively with hazardous conditions, making safe choices, passenger van safety.
Defensive Driving Refresher	This course covers driving techniques to reduce the likelihood of involvement in a motor vehicle accident. Topics include the definition of defensive driving, recognition of accident prevention methods, the impact of drinking and driving, and vehicle safety measures on the job.
DOT Hazardous Materials	This course, designed for drivers carrying hazardous materials, covers the basic requirements of the Hazardous Materials (HAZMAT) Regulations. Topics include the parts of the HAZMAT table, hazard classifications and divisions, HAZMAT shipping paperwork, packaging requirements, marking, labeling, and placarding, proper loading of hazardous material, compatibility with other transported materials, and emergency response procedures.
Driving in Adverse Weather	While we cannot control the weather, we can learn how to prepare for and safely react to rain, snow, ice, and fog. This course covers the hazards associated with inclement weather, reacting appropriately to hazardous weather conditions, and implementing beneficial methods to prepare for bad weather.
Driving While Impaired	Driving is an activity that requires both mental and physical alertness. Yet a surprising amount of drivers on the roads today rob themselves of this attentiveness by driving while impaired. They put themselves, and those they share the road with, at great risk. This course covers the types of driving impairments, the risks associated with driving impaired, and common sense strategies for safe driving.

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Driving with Distractions	Every year, thousands of people are injured or killed nationwide in accidents involving a distracted driver. Additionally, at any given time in this country, nearly 700,000 people are driving while manipulating electronic devices. This course covers the types of driving distractions, the amount of distance lost to driver distractions, and common sense solutions to practice attentive driving.
Electrical Safety	This course covers defining “unqualified workers” and “qualified workers” according to OSHA, the basic rules of electricity, how electricity impacts the human body, how to recognize electrical hazards, and basic electrical safety prevention methods. This course provides an overview of OSHA's Subpart S 29 CFR 1910.302 through 1910.399
Emergency and Disaster Preparedness	This course provides instruction on emergency response, safety, reporting, and evacuation of company facilities in the event of a natural disaster, fire, bomb threat, or other emergency.
Emergency Communication in the Workplace	Are you ready for an emergency? Communication plays a primary role in the workplace. If an everyday breakdown in communication at your workplace can have such negative results, imagine the consequences of miscommunication during an emergency. This course focuses on knowing how to communicate during an emergency, how to effectively report an emergency, and how to overcome communication barriers.
Emergency Evacuation & Egress Safety	This course, designed for employees and supervisors, covers how to develop, communicate, train, and enforce a plan for safe egress in an evacuation situation. Topics include means of egress, OSHA's physical requirements for exit routes, employee and employer responsibilities, fire prevention plans, egress hazards, and safe housekeeping practices. OSHA: 29 CFR 1910.36-38
Emergency Response in the Workplace	Are you ready for an emergency? When you go to work, are you prepared for your day to get turned upside down in a moments notice? This course focuses on giving you the basic skills to react and adapt to emergencies, including understanding the basics of evacuation, shelter-in-place, and lockdown procedures, and the psychological effects of stress.

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Emergency Response: Incidental Chemical Releases	This course covers preparation for chemical releases and threats of releases that are not specifically covered by the HAZWOPER standard. The course covers acting safely when chemical releases and threatened releases are limited in quantity, exposure potential, or toxicity and present minor safety or health hazards when handled properly. Topics include recognition of a release, risks associated with a release, and responsibilities in the event of a release. This course provides an overview of OSHA's 29 CFR1910.1200.
Employee Safety Awareness	Our newest Online University course discusses what employees can do to promote a positive safety culture in their entity in order to prevent accidents. Topics covered include hazard identification, coaching fellow employees to work safely, reporting and investigating accidents, and getting involved in safety program activities.
Environmental Regulations Overview	This course covers the history, purpose, and mission of the key regulatory agencies: OSHA, EPA, and DOT. Topics include the sources of regulatory occupational safety and health work practices and standards, including the Toxic Substances Control Act (TSCA), the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and the National Environmental Policy Act (NEPA). The course provides an overview of the EPS's 40 CFR.
Ergonomics for Supervisors	This course, designed for supervisors of workers in jobs that put them at risk for musculoskeletal disorders (MSD), details the process to follow when an incident occurs. The course uses OSHA's DRAFT Ergonomics Standard and the NIOSH manual, "Elements of Ergonomics Program," to define risk factors, signs and symptoms of work-related MSDs. It also classifies the most common MSDs, identifies work practices to reduce the risk of MSDs, and describes ergonomics programs and the roles of the employee and employer.
Eye and Face Protection	This course covers types of personal protective equipment used to protect the eyes and face, when personal protective equipment is necessary, and the selection, use, and maintenance of personal protective equipment in the workplace. Topics include how to don, doff, adjust, and wear PPE; limitations of PPE; and the proper care, useful life, and disposal of PPE. OSHA: 29 CFR 1910 Subpart I

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Fall Protection	This course covers basic fall protection principles. Topics include fall hazards in work areas, fall protection systems, methods for minimizing fall hazards, the role of the employee in fall protection plans and safety monitoring systems, equipment limitations in low-sloped roof work, and correct procedures for equipment, materials handling and storage, and erection of overhead protection. The course provides an overview of OSHA 29 CFR 1910 Subparts D and F and 1926 Subparts E, L, M, P, and X.
Fire & Explosion Hazards	This course covers principles of fire and explosion hazards in industrial environments. Topics include fire elements, fire terminology, ignition sources, safety principles, and safe handling and proper storage of potentially flammable or explosive materials. This course provides an overview of OSHA's 29 CFR 1910.38 and 29 CFR 1926 Subparts E and F.
Fire Prevention	This course covers basic fire safety principles, the recognition and prevention of potential fire hazards, and proper emergency procedures such as proper fire extinguisher operation and maintenance. Topics include those required by the OSHA Workplace Fire Protection Program including the responsibility of employers to provide proper exits, fire fighting equipment, and employee training to prevent fire, death, and injury in the workplace. This course primarily covers OSHA 29 CFR 1910.38 and 29 CFR 1926 Subparts E and F.
First Aid & CPR Academic Training	This course covers basic First Aid and CPR practices in the workplace though does not provide certification for either. Topics include appropriate responses to emergency situations such as bleeding, shock, burns, eye injuries, heart attack, fractures, and exposure to chemicals. The goal of the course is to give employees the confidence to face emergency and first aid situations, knowing where their responsibilities begin and end. OSHA: 29 CFR 1910.152 [Reserved] Subpart K; 29 CFR 1910.151 Subpart K
Flagger Safety	Flagging is an extremely dangerous job. This course aims to prepare flaggers for work zone fundamentals and introduce proper flagging procedures and protocol. Topics include flagger responsibilities and signals, use and definitions of traffic control devices, and road signs and placement.
Flagger Safety-CO	Flagging is an extremely dangerous job. This course aims to prepare flaggers for work zone fundamentals and introduce proper flagging procedures and protocol. Topics include flagger responsibilities and signals, use and definitions of traffic control devices, and road signs and placement.

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Flagger Safety-Gated CO	Flagging is an extremely dangerous job. This course aims to prepare flaggers for work zone fundamentals and introduce proper flagging procedures and protocol. Topics include flagger responsibilities and signals, use and definitions of traffic control devices, and road signs and placement.
Food Safety Training	Over 76 million people in the United States get food-borne illnesses each year. Food-borne illness can result in missed work, medical costs and even death, so it is incredibly important that the food your program gives to people is safe. This course will teach you tools you can use at your program to make food safer for your clients and guests.
Forklift Safety	This forklift safety course provides the necessary academic training required to become a qualified forklift operator. Topics include forklift physics, proper forklift operation and safety practices, general preventive maintenance practices, and safe refueling and recharging procedures. Many practical exercises are provided and good habits are illustrated. This course mainly covers OSHA 29 CFR 1910.178.
Forming Effective Safety Committees	An active joint employee-management safety committee is one of the most effective means to consistently providing a safe work environment. This course introduces managers to best practices in establishing and maintaining an effective safety committee, from planning through operations and training to evaluating and improving safety committees.
General Ergonomics	This course addresses the key components of an ergonomics program identified by CAL/OSHA in the Ergonomics Standard and the NIOSH manual "Elements of Ergonomics Program." It includes information regarding the risk factors, signs, and symptoms of work-related musculoskeletal disorders (MSD).
Hand and Finger Safety	This course covers safety precautions required to prevent industrial hand and finger injuries. Topics include common hand and finger injuries in the workplace, hazards of mechanical and hand tools, safe practices, engineering and administrative controls to increase hand and finger safety for those working around equipment, and the use of personal protective equipment and machine guards. The course provides an overview of OSHA: 29 CFR 1910.132 (d)(l); 29 CFR 1910.138(a) and (b); 29 CFR 1926 Subpart I; 29 CFR 1910.212; and 29 CFR 1910 Subpart I.

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Hand and Power Tool Safety	There are several types of power tools based on the power source they use: electric, pneumatic, liquid fuel, hydraulic, and powder-actuated. These tools are commonly used in industry and at home. This course will provide an understanding of the potential hazards power tools exhibit and identify safety precautions that will minimize or eliminate these hazards. (OSHA's 29 CFR 1926 Subpart I and 29 CFR 1910 Subpart P)
Hazard Communication - The New GHS Standards	This course covers OSHA's Hazard Communication Standard (HAZCOM), 29 CFR 1910.1200, which requires that hazardous materials used at the work site are identified, labeled, handled, used, and disposed of properly. Topics include chemical states, employer and employee responsibilities, company goals, and federal agencies that regulate workplace chemicals. The goal of the course is to prevent or minimize employee exposure to hazardous materials and to minimize their accidental release in the work environment. This course covers the 2012 changes to SDS, labeling, and GHS.
Hazard Recognition	As drivers, we are constantly exposed to hazards. Completing our journey safely is relative to our ability to recognize and respond to all hazards we will be subjected to. This course will help you recognize and respond to hazards, use your mirror and head checks to prevent collisions, and be prepared for hidden hazards.
Hearing Conservation	Hearing is a gift that you should protect from loud noise at work. Upon successful completion of this training, you will be able to identify the effects of noise on hearing, recognize the different causes of hearing impairment, identify the purpose of OSHA's Hearing Conservation Program, specify the purpose and procedures for audiometric testing, specify the purpose of hearing protectors and the advantages and disadvantages of the various types, and specify the proper fitting, use, and care of hearing protection.
Hoisting and Rigging	This course covers the safety issues related to moving large, heavy loads in manufacturing and construction industries. Topics include safety in using various types of cranes and derricks, hoists, elevators, conveyors, aerial lifts (1926.556), trucks, booms, and safety requirements for employees working on marine vessels. This course provides an overview of OSHA's 29 CFR 1926.550-556 and 1926.605.

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Indoor Air Quality	This course covers tools needed to prevent and correct indoor air quality (IAQ) problems in buildings or work areas through an IAQ program. Topics include health effects of poor air quality, hazards, toxicology, and integration of IAQ-related activities using skilled staff. The course provides an overview of the American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE) Standards 62-1989 and 55-1981.
Indoor Crane and Sling Safety	This course covers the safety issues related to moving large, heavy loads in manufacturing and construction industries. Topics include crane and sling safety, the manufacturer's role, required supervisory skills, inspections of cranes and slings, basic operator and rigger skills, safety concepts and techniques for handling, attaching, and moving loads. OSHA: 29 CFR 1926.550-556, and 1926.605
Intersections: Turning & Right of Way	Imagine how simple it would be to go anywhere if we could just travel from Point A to Point B in a straight line. In reality, a direct path like that is a thing of rarity. Instead, as we get in our vehicles to head to wherever we are going, we face corners, turns, intersections, and roundabouts. This course covers operating your vehicle in a manner that minimizes the inherent dangers of intersections, yielding the right of way, and strategies for safe navigation of roundabouts and turns.
Introduction to OSHA	An overview of OSHA's role in the prevention and elimination of work related illnesses and injuries. Includes information about the OSH Act, the Code of Federal Regulations, reporting and record keeping, employer and employee rights and responsibilities, and the <u>inspection process</u> .
Job Safety Analysis	This course covers the benefits of participating in a company safety program and safe work practices to eliminate or minimize the potential for injury from work place hazards. Topics include assessment tools, job safety analysis (JSA), JSA control methods, workplace inspections, and housekeeping practices for work areas. OSHA: 29 CFR 1910 Subparts D, E, and G
Job Safety Analysis for Supervisors	This course, designed for Job Safety Analysis supervisors, covers safe work practices and the processes of identifying and rectifying hazards on the job. Topics include safe work practices programs that eliminate or minimize the potential for injury from workplace hazards, assessment tools, job safety analysis (JSA), JSA control methods, workplace inspections, and housekeeping practices for work areas. OSHA: 29 CFR 1910 Subparts D, E, and G

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Ladder and Scaffolding Safety	This course covers how to recognize, control or minimize the hazards associated with ladders and scaffolding used at worksites. Topics include ladder and scaffold hazards; construction, use, placement, care, and handling of ladders; important safety features; correct procedures for erecting and moving ladders and scaffolding; fall protection devices; and electrical hazard safety guidelines. This course provides an overview of OSHA's 29 CFR 1926.1060 Subpart X and 1926.454 Subpart L.
Ladder Safety	This course covers how to recognize, control or minimize the hazards associated with ladders used at worksites. Topics include ladder hazards; construction, use, placement, care, and handling of ladders; important safety features; correct procedures for erecting and moving ladders; and fall protection devices. This course provides an overview of OSHA's 29 CFR 1926.1060 Subpart X.
Landscape Safety	This course offers a look at the basic safety needs for landscape workers, emergency response, tips on identifying, and avoiding dangers. The course will review core safety guidelines that everyone on your crew should be aware of. During this course, we will review how to prepare for work, including what to wear and taking proper weather precautions, avoid injury while working with chemicals and electricity, safely operate mowers and trimmers, and initiate first aid response.
Lane Use	Driving is truly a social event. Other motorists expect you to drive safely with their well-being in mind, just as you expect them to drive safely with your well-being in mind. Our expectations that other drivers will drive in the correct lane, in the correct direction, and not pass when unsafe and/or illegal is possibly the strongest examples of those social expectations. This course covers correct lane usage, merging, and causes and avoidance of head-on collisions.
Light Trucks: Avoiding Collisions	Nine hundred thousand people were injured and another 12,602 were killed in light truck crashes in 2004. Experts agree that almost all of these accidents could have been prevented. In this course, you will learn how to avoid collisions, especially the common rear-end collision. Topics include inspections, causes of collisions, stopping distances, following distance, and distractions. 20 minutes

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Light Trucks: Backing Safety	According to the National Safety Council, one of every four vehicle accidents can be blamed on poor backing techniques. Between busy freight yards and crowded metropolitan areas, backing is always a potentially dangerous maneuver for light truck drivers. In this course, you will learn how to prevent backing collisions. Topics include making wise choices, backing techniques, and using spotters. 20 minutes
Light Trucks: Driving Hazards	Driving without collisions is a goal of every light truck driver. Unfortunately, hazards of the road make achieving this goal a daily challenge. In this course, you will learn how to deal effectively with your blind spots, changing weather conditions, traffic, pedestrians, and intersections. 20 minutes
Light Trucks: Ergonomics	Your job as a light truck driver may involve loading, unloading, and moving your truck's cargo. These activities, when not done properly, can result in back injury. Back injuries are the leading cause of lost days from work. This course will help you to avoid becoming yet another back injury statistic by covering safe lifting, use of hand trucks, and proper stacking techniques. 20 minutes
Light Trucks: Handling Extreme Conditions	Driving safely in the best of conditions is a challenge in itself for light truck drivers. Add to the challenge, conditions of extreme weather (snow, ice, rain, fog, wind) and extreme conditions (brake or tire failure, mountain driving, animals in the road), and the situation can become dangerous. In this course, you will learn steering, braking, and skid recovery techniques that will help you drive effectively in extreme conditions. 20 minutes
Light Trucks: Trailing	Driving a light truck that is towing a trailer takes an additional set of skills and knowledge. This course covers what to do before you drive to ensure that your truck and trailer are properly prepared. It also describes tips for driving, backing, driving in challenging conditions, dealing with trailer sway, and parking. 20 minutes
Lockout/Tagout Training	Records show that 120 people are killed every year when a machine or piece of equipment is unexpectedly energized during maintenance or repair. This course covers OSHA's lockout/tagout regulation 29 CFR 1910.147, The Control of Hazardous Energy. This standard became effective on January 2, 1990. The regulation protects 7 million workers and is estimated to prevent 60,000 injuries and 120 fatalities a year.

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Machine Guarding	This course covers the purpose and requirements of a machine guarding program, machine guarding, point of operation guarding, and examples of machinery that require guarding. The course provides an overview of OSHA's 29 CFR 1910.212.
Managing Speed	Speeding is defined as, driving too fast for conditions, or exceeding the posted speed limit. Of course, the laws of the road and of physics see no difference between driving above the posted speed limit and driving too fast for conditions. Both are not only illegal but also extremely dangerous. This course covers safe and excessive speeds, the conditions that require a reduction in speed, and tips for safe driving in a variety of road conditions.
Materials Handling and Storage	This course covers drum handling and hazards associated with handling drums and containers; handling, transportation, storage, and use of compressed gas cylinders; hazards associated with handling acetylene, oxygen, and hydrogen; how to detect leaks; recognition of flammable and combustible material; selection, use, and inspection of slings; and safe lifting, handling, and moving procedures. OSHA: 29 CFR 1910 Subpart N
New Employee Safety Orientation	New employees are at a higher risk for being involved in a job-related accident. It is estimated that most accidents occur within an employees' first six months on a new job. This course compiles key information from many of the web-based safety courses available to provide you with an overview of the safety issues you might encounter in your new job. For an in-depth look on specific safety issues, please take each individual course.
Office Safety	Each year, employees miss work and potential wages due to work-related injuries or hazards. Working safely means more than just using special equipment or following special procedures. It means building safety into your actions and your thinking. It means making safety a way of life-on and off the job. This training course will help employees and supervisors recognize potential office hazards and learn how to eliminate or reduce accidents in the workplace. (OSH Act Section 5A.1).
Operating Safety Committees	An active joint employee-management safety committee is one of the most effective means to consistently providing a safe work environment. This course introduces employees to the benefits of working effectively and efficiently on a company safety committee.

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
OSHA Investigation/Inspection	This course, designed for managers, supervisors, safety professionals, human resources professionals and others, covers what to expect of and how to properly respond to OSHA inspections. Topics include planning, preparation, training, follow-up, and review in order to achieve compliance with OSHA regulations. OSHA: 29 CFR 1904
OSHA Investigations and Inspections	This course, designed for managers, supervisors, safety professionals, human resources professionals and others, covers what to expect of and how to properly respond to OSHA inspections. Topics include planning, preparation, training, follow-up, and review in order to achieve compliance with OSHA regulations. OSHA: 29 CFR 1904
Personal Protective Equipment	This course covers types of personal protective equipment (PPE), when personal protective equipment is necessary, and the selection, use, and maintenance of personal protective equipment in the workplace. Topics include how to don, doff, adjust, and wear PPE; limitations of PPE; and the proper care, useful life, and disposal of PPE
Pollution Prevention	This course, designed for employees in general industry, covers pollution prevention. Topics include causes of pollution, participants in pollution prevention programs, regulatory requirements related to pollution prevention, classes of waste generators, pollution prevention methods, and the steps in pollution prevention practice. The course provides an overview of the EPA Pollution Prevention Act of 1990.
Powered Industrial Truck Safety	This course is designed for those who work around or with power-propelled trucks (forklifts) used to carry, push, pull, lift, stack or tier materials. The course covers health and safety concerns associated with the use and maintenance of power-propelled trucks. The course provides an overview of OSHA's 29 CFR 1910.178.
Practicing Hand Hygiene	Germs are the disease and infection producing microscopic agents that live everywhere. You can't see them, but they exist on literally every surface. Germs responsible for the common cold, as well as some of the nastier ones like Salmonella, E. coli, and norovirus, can enter your system and make you, and those you come into contact with, very, very sick. This course covers proper hand hygiene, when to wash your hands, and how to wash your hands in order to prevent the spread of disease-causing germs.

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Preventing Slips, Trips, and Falls	With great mobility comes great responsibility- namely watching where you are going and scanning your walkway for hazards. Slips, trips, and falls are the second leading cause of workplace injuries and the fourth leading cause of workplace fatalities. This course aims to help employees identify slip, trip, and fall hazards; learn how to avoid them; and know how to react if employees find themselves on the receiving end of gravity.
Preventing Strains and Sprains	Physical activity puts stress on the body that can cause injuries to muscles and ligaments. Risks exist both on and off the job. This course will help you be aware of steps you can take to reduce injury risk.
Proactive Approaches to Chemical and Biological Threats	This course offers a practical approach to safe practices regarding potential threats from chemical and biological agents, including sarin, phosgene, anthrax, plague, tularemia, and others. Topics include fallacies, company plans, properties of malicious agents, delivery routes, effective containment, steps to take after an incident, governmental agencies, and notification procedures for public leaders. OSHA Act of 1970, Section 5 (General Duty Clause); OSHA Recommendations for Handling Suspicious Letters or Packages; CDC Guidelines for State Health Departments; CDC Recommendations and Reports: Biological and Chemical Terrorism: Strategic Plan for Preparedness and Response
Process Safety Management	This course, designed for employees, contractors, and contract employees who work at industrial process plants, covers how to recognize job-related potential health and safety implications. Topics include the prevention and minimization of consequences from a catastrophic release of toxic, reactive, flammable, or explosive Highly Hazardous Chemicals (HHC) from an industrial process. OSHA 29 CFR 1910.119 and Appendix A, OSHA Directives CPL 2-2.45A CH-1. Process Safety Management of Highly Hazardous Chemicals – Compliance Guidelines and Enforcement Procedures (1994, September 13). CPL 2.94. OSHA Response to Significant Events of Potentially Catastrophic Consequences (1991, July 22).
Reasonable Suspicion for Drug and Alcohol Testing: Signs and Symptoms of Alcohol Misuse	Organizations that employ workers tasked with performing safety-sensitive functions are required by Department of Transportation to implement workplace anti-drug and alcohol policies and programs. This course is designed to help supervisors recognize the signs and symptoms of potential alcohol misuse in the workplace.

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Reasonable Suspicion for Drug and Alcohol Testing: Signs and Symptoms of Drug Use	Organizations that employ workers tasked with performing safety-sensitive functions are required by Department of Transportation to implement workplace anti-drug and alcohol policies and programs. This course is designed to help supervisors recognize potential drug use in the workplace by identifying its signs and symptoms.
Reasonable Suspicion for Drug and Alcohol Testing: The Role of the Supervisor	Organizations that employ workers tasked with performing safety-sensitive functions are required by Department of Transportation to implement workplace anti-drug and alcohol policies and programs. This course is designed to inform supervisors of their roles and responsibilities regarding reasonable suspicion drug and alcohol testing in the workplace.
Respiratory Protection	This course covers respiratory hazards, protection mechanisms, safe work practices, and use of respiratory protection against hazardous airborne contaminants in the work environment. Topics include employer and employee responsibilities; the nature, extent, and effects of respiratory hazards; the operation, limitations, and capabilities of respirators; and respirator selection, use, inspection, maintenance, cleaning, storage, and malfunctions. OSHA: 29 CFR 1910 Subpart I
Safe Patient Handling	Healthcare industry employees are continually exposed to injury as a result of lifting, transferring, and repositioning patients or residents. This is a major problem for a healthcare profession. Research conducted by safety and health professionals has shown that safe patient lifting and moving programs can protect workers from injury, reduce workers' compensation costs, and improve the quality of care delivered to patients. The primary focus of this course is to provide general guidance about how caregivers can prevent injury as a result of lifting and moving patients.
Safety Awareness for Seasonal Employees	As a seasonal employee, it is important to have a good overview of safety considerations. Statistics show that new employees are more susceptible to accidents than more experienced workers.
Safety Data Sheets	This course covers the purpose of a Safety Data Sheet, type of information found on an SDS, required availability of an SDS in a Hazard Communication Program, and ways to obtain an SDS. OSHA: 29 CFR 1910.1200

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Safety in Local Government: Part 1	This program continues our discussion about the health and safety of public employees. In this presentation, employees are introduced to safety guidelines for working around blood, chemicals, and machinery. The course also includes safety lessons on two of the most common injuries to municipal employees, strains to the back and slip-trip incidents. There are ten questions at the end of the program based on the material presented in the program.
Site Control	This course describes how site control programs can minimize employee exposure to hazards and prevent migration of contamination. Site control measures covered in this course include preparation of site maps, work zones, buddy systems, site security, communications, and multiple safe work practices. This course provides an overview of OSHA's site control measures from General Industry standards, 1910.120 and Construction Industry standards, 1926.65.
Slips, Trips, and Falls	Slips, trips and falls are the most commonly reported accidents. The resulting injuries can range from a skinned knee to a fractured hip, or worse. This training will teach you to identify potential slip, trip and fall hazards and the best practices to prevent slips, trips and falls in organizations like yours. We show real images of slip, trip and fall hazards from our customers and recommend how you can fix the problem.
Snow Plow Safety	Snow, sleet, ice, wintry mix—it all happens, and when it does, it can greatly reduce the safety and drivability of our roadways and parking areas. Snow plows can help deal with it all, and as a snow plow operator, you'll be filling an important role in keeping the roads as clear and passable as possible.
Space and Time Management	Each year over 2.5 million rear-end collisions are reported, making them the most common type of automobile accidents in the United States. This course covers the factors that cause rear-end collisions, the recommended spaced needed between vehicles on the road, and how to protect yourself from being on the receiving end of a rear-end collision.

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Spill Prevention and Control	This course covers safe handling, movement and storage of hazardous materials, as well as spill control and confinement methods. Topics include likely locations for and control of spills, containment and confinement, procedures for spill and leak response, steps for containing hazardous spills, confinement methods for solids, liquids and gases, and roles of emergency responders if hazardous materials are involved. The course provides and overview of OSHA 29 CFR 1910 Subpart H.
Street Sweeper Safety	Our cities and towns are facing a crisis--debris is piling up on the roadways, pollutants are being washed into our waterways, and particulates are clogging the air we breathe. A hero is needed to clean things up--and that hero can be you! This course will equip you to identify the different types of street sweepers and how they work, describe the benefits of street sweeping, and operate a street sweeper in a safe, effective manner.
Stress Management at Work and Elsewhere	Let's be real--we all know what stress is. We also know that too much stress can be bad for us and that there are a number of practical ways to deal with stress. But, knowing about stress and how to relieve it is one thing, and actually doing something to recognize and mitigate stress is another thing altogether. This course is your chance to pause your regular activities and worries for a short while, and take a deeper look at how stress is showing up in your life and in your job.
Stress Management for Public Safety Telecommunicators	Let's be real--we all know what stress is. Life tends to have plenty of it, and working in a job like public safety telecommunications adds a special type of stress to the mix as well. We also know that too much stress can be bad for us and that there are a number of practical ways to deal with stress. So why take this course? Because knowing about stress and how to relieve it is one thing, and actually doing something to recognize and mitigate stress is another thing altogether.
Supervisor Safety Awareness Program	Safety awareness is an employee's ability to identify job hazards and take the proper safeguards to prevent accidents to themselves and fellow employees. Supervisors play a key role in increasing employee safety awareness and preventing accidents. The purpose of this course is to review what supervisors can do to increase safety awareness among their employees in order to prevent accidents.

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Survival Driving - Emergencies and Natural Disasters	In this course, host and cartoonist Bruce Blitz will expose you to a variety of potentially dangerous situations while offering insights that just might save your life in an emergency.
Survival Driving - Urban Driving	Think your instincts will keep you safe? It takes more than instincts to stay safe on the road. Join host Bruce Blitz as he draws you into an entertaining and educational look at driving in the urban environment.
Tailgate Topics - Avoiding Accidents	Although you may not be able to control everything that occurs on the road, there are many strategies you can employ in order to avoid an accident. This course provides tactics to avoid accidents on the roadway.
Tailgate Topics - Buckle Up	Choosing to buckle up before every trip, no matter the distance, is a quick and easy decision that protects you and your loved ones from danger. Encouraging everyone in the car to buckle up, including those in the back seat, could save your life, your pocketbook, and your driving record. Learn how to effectively wear your seat belt and about state seat belt laws in this course that highlights the importance of buckling up.
Tailgate Topics - Distracted Driving: Drop it & Drive	Distractions are anything that takes your attention away from the task at hand. In this case, the task is driving. If you allow distractions to take your attention away from driving, you are not driving. If you do not give your full attention to driving a vehicle, bad things can happen very quickly. Seeing and reacting safely to sudden changes can keep you from having an accident. To drive safely, you must pay full attention at all times. That will give you enough time to react. People's lives are in your hands.
Tailgate Topics - Driving Defensively	There is no way to predict how driver behavior will affect driver safety. By remembering that even one poor decision can have tragic consequences, you will better prepare yourself for making smarter decisions while driving. Driving defensively and anticipating possible accidents will protect you against other drivers' harmful decisions.
Tailgate Topics - Drowsy Driving	Although your sleep habits may be the last factor you may figure into good driving, your sleeping behaviors undoubtedly influence your safety and those sharing the road with you. This course provides information on how to counteract fatigue on the roadway and discusses proper sleeping habits.
Tailgate Topics - Emotional Driving	Drivers must remember the finer points of good driving, including the mental and physical conditions that affect performance on the road. Driver error causes more than 90% of highway crashes. Your ability to drive safely depends not only on what you know, but how you feel.

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Tailgate Topics - Hang Up and Drive: Cell Phones + Driving	Although it may seem harmless to talk on your cell phone while driving, nearly 1 out of every 5 motor vehicle crash involves cell phone use. Cell phone use while driving isn't just a manual and visual distraction, but also a cognitive one. To drive safely, you must pay full attention at all times. Drop the phone and focus on the road.
Tailgate Topics - Intersections	With different crossing and entering movements by both drivers and pedestrians, an intersection is one of the most complex traffic situations that motorists encounter. Dangers are compounded when we add the element of speeding motorists who disregard traffic controls. Because of this conflict opportunity, intersections represent a disproportionate share of the safety problem. About half of all crashes and half of all injury crashes occur at intersections.
Tailgate Topics - Look Back: Mirror, Mirror on the Car	Almost all backing accidents are preventable. When a backing accident occurs, the driver typically overlooked some basic safety principles, such as not checking the area or relying solely on mirrors. Safe backing requires a driver to be alert and aware of the surrounding area. Anything less and you are recklessly backing up into a dangerous scenario.
Tailgate Topics - Safe Following	To avoid a collision you need time to react to danger. Establishing a safe following distance creates enough time for you to safely react to <u>sudden changes on the road</u> .
Tailgate Topics - Winter Driving	Winter driving calls for special skills. By allowing yourself extra time on the road and by using these safe-driving tips, you can arrive at your <u>destination safe and warm</u> .
Transitional Duty - Improving Your Return to Work Program	Injuries and change are two tough challenges. Together, they can create one overwhelming combination. Employees are sometimes faced with an injury that requires a long rehabilitation period, and physical limitations that affect what he or she can do. With Transitional Duty assignments, an employee's recovery is accompanied with a positive distraction that provides a chance to contribute to the organization. Transitional duty isn't just a return to work program; it's an investment in your employee.
Trenching and Excavation Safety	This course covers health and safety concerns unique to trenching and excavating. Topics include confined space requirements, safety principles, site assessment, causes of fatalities, factors to consider before trenching and excavating, and types of excavation methods. OSHA: 29 CFR 1926.650 Subpart P

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Trip and Transportation Safety	Every summer, incidents and injuries happen on trips. Whether it's a day trip or overnight trip, this training will help you plan and prepare for all off site adventures to make them memorable, safe and fun.
Turning Hazards	Turning maneuvers can be very challenging, possibly even scary to some drivers. While there are hazards involved when moving your vehicle across the paths of other vehicles, properly performed, you can reduce the threat of a crash. This course covers when and how to use turn signals, when to make turns in your car, at red lights, and when U-Turns are permitted
Vehicle Care and Maintenance	Before you begin a trip of a few miles or a few thousand miles, you should ensure that you and your vehicle are both Road Ready. This course will show you how to conduct a circle of safety inspection, identify the purpose and meaning of warning lights, and periodically perform routine inspections and maintenance on your vehicle.
Waste Management	This course covers hazardous waste problems, federal laws which govern waste management, regulated hazardous waste, steps for properly managing hazardous waste including generation, transportation, treatment, storage and disposal, recent developments in waste management, types of waste, waste determination tests, generator statuses, and the list of high-priority chemicals (PBT). RCRA (1976, amended 1984); Pollution Prevention Act of 1990
Welding Cutting and Brazing Safety	This course covers potential health and safety concerns unique to welding, cutting, and brazing. Topics include compressed gas and oxygen cylinders; arc welding and cutting; personal protection equipment (PPE); fire prevention techniques; mechanical ventilation; confined spaces; and metals of toxic significance or with protective coatings. This course provides an overview of OSHA 29 CFR 1910 Subpart Q.
Winter Driving Safety	This course covers safe driving techniques in adverse winter weather conditions. Topics include defensive driving, accident prevention methods, the impact of drinking and driving, vehicle safety measures, vehicle maintenance, winter weather patterns and associated hazards, personal safety considerations, and actions to take for breakdowns or accidents.

SAFETY E-LEARNING COURSES AS OF 5/10/2019

Name	Description
Work Zone Safety	This course aims to introduce work zone fundamentals to individuals who work in, around, or drive through work zone areas, as well as providing an orientation on safety for work zone areas. Topics covered include the importance of safety while working on traffic work zones, the significance of the MUTCD, standard work zone areas, types of road signs, basic definitions and general placement of common traffic control devices, and hazards associated with both external and internal traffic control.
Working in Extreme Temperatures	This course has been developed in accordance with OSHA's 29 CFR 1910.120 regarding personnel exposed to temperature extremes. Topics include illnesses resulting from hot and cold temperature exposure, first aid measures, steps to avoid illness, factors that affect the body's ability to withstand temperature extremes, and measures to prevent injuries related to temperature extremes.
Working Outdoors in Warm Weather	Working outdoors in the summer can be a great way to enjoy Mother Nature but it has its own set of hazards. In this course, you will learn to recognize the dangers and learn how to prevent problems related to elements of nature like the sun, heat, tick-borne diseases, West Nile virus, and poisonous plants. This training is helpful to anyone who works outdoors in warm climates. Both employers and employees need to know about special hazards related to working outdoors and the many ways these hazards can be minimized.
Workplace Ergonomics	This course addresses the key components of a healthy ergonomics practice in the workplace. It includes information regarding the risk factors, signs, and symptoms of work-related musculoskeletal disorders (MSD).

18 APPENDIX M – POL 3320.11 Administering the Agency Safety Committee

POLICY

Effective Date: February 1, 2014
Revision Date: October 16, 2017,
See Also: PRO-3320.11, Conducting Agency Safety Committee Meetings
 PRO-3320.12, Conducting Agency Safety Committee Elections
Reviewed By: Executive Team
Approved By: Sue Dreier, CEO 

POL-3320.11 ADMINISTERING THE AGENCY SAFETY COMMITTEE

As a public agency, Pierce Transit shall have a standing safety committee in accordance with Washington Administrative Code (WAC) 296-800-13020, Establish and Conduct Safety Committees, effective October 1, 2002. WAC 296-800-13020 derives its authority from the Revised Code of Washington (RCW) 49.17.010, 49.17.040, and 49.17.050.

1. **The Agency Safety Committee shall have both Agency-selected members and employee- elected members.**
 - a. Agency-appointed members shall be:
 - i. An Executive Director
 - ii. Human Resource Representative
 - iii. Safety Office Representative
 - iv. Risk Office Representative
 - v. Administrative Office Representative
 - vi. Operations Office Representative
 - b. Employee- elected shall represent the following career groups within the Agency:
 - i. (2 total) Transit or Relief Operators,
 - ii. (1 total) Finance Accounting Administration and Customer Service
 - iii. Service Support
 - iv. Community Development and Planning Representative
 - v. Facilities Maintenance Representative
 - vi. Fleet Maintenance Representative
 - vii. Public Safety
 - c. The number of employee-elected committee members must equal or be greater than the number of Agency-appointed members.
 - d. A chair or co-chairs shall be elected by the Committee members.
2. **Members must remain in good standing and be available to attend scheduled meetings.**
 - a. Employees must be currently working in the skilled position which they are representing on the committee.
 - b. Employees must have no disciplinary actions and no preventable accidents within the 12 months prior to the committee's election.

Page 1 of 2

3. The Committee shall meet at least monthly.

4. At a minimum, the following topics shall be addressed at each meeting:

- a. Safety and health inspection reports and actions taken to mitigate risks identified.
- b. Accident investigation reports to determine if causes were unsafe conditions and, if so, what can be done to correct the condition(s).
- c. Workplace accident (on the job injury) and illness reports and actions taken to minimize lost time and claims.

5. A record of each meeting and who attended shall be written and published.

- a. Records of each meeting shall be kept for at least one year and minutes posted on agency bulletin boards.
- b. Records of meetings shall be made available to safety and health consultation personnel of the Department of Labor and Industries.

TITLE: Authority to Implement a One-Year Pilot Program for the Operation of On-Demand Paratransit Services and Authorizing the CEO to Execute a Contract with Medstar Transportation for the Administration, Operation and Delivery of Said Program

DIVISION: Service Delivery & Support

SUBMITTED BY: Mike Griffus, Executive Director Service Delivery and Support

RELATED ACTION: N/A

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: Choice in Paratransit

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 442,560	Each one-way trip provided by SHUTTLE currently costs \$49.79. Under the pilot program the cost will either be \$20 for non-accessible vehicle reservations or \$35 for wheelchair accessible reservations. The cost of the program should be offset by the savings.
Grant/Other Amounts	\$	
Total Expenditure	\$ 442,560 (not to exceed)	
This service will be funded through the current Paratransit Purchased Transportation Budget.		

BACKGROUND:

Pierce Transit provides ADA paratransit service, known as SHUTTLE. The current paratransit service does not allow for much scheduling flexibility for its qualified customers and requires that customers reserve a ride one to five days in advance with no same day service or changes. The proposed pilot program offers an additional option for our SHUTTLE customers in that it allows for same-day on-demand service. Pierce Transit will continue to provide ADA paratransit service through SHUTTLE, but intends to offer this on-demand service as an additional option to paratransit customers. The goal of this pilot program is to improve mobility, customer service and rider experience through the creation of a same day on-demand and individualized service separate from the current SHUTTLE service.

A RFP was issued to identify potential providers and two responses were received. Based on an evaluation of the proposals, Medstar Transportation was selected to be the prevailing proposal. Medstar Transportation has been providing on-demand paratransit service throughout the Pacific Northwest since 1984. Medstar provided a proposal that met all criteria and clearly communicated a commitment to providing exemplary service to our valued customers.

Medstar Transportation will be responsible for all reservations, scheduling, routing, and dispatching for this service. In addition to a call center, Medstar Transportation will provide a mobile app trip reservation option as well as a web platform allowing customers easy access to the service option.

Initially, this service will be available to a smaller group of SHUTTLE eligible customers who may take up to 22 one-way trips per month. The number of trips available may be reviewed and adjusted during the pilot. Pierce Transit will subsidize \$20.00 per trip for a non-accessible vehicle/trip and \$35.00 for a wheelchair accessible vehicle/trip. The customer will pay the same fare as if collected currently on SHUTTLE, \$1.75 for a one-way trip, plus any additional costs for trips that exceed the subsidized amount based on a per mile price of \$3.67. This controls the cost to Pierce Transit and keeps it below the current cost of \$49.79 or a one-way SHUTTLE trip.

Prior to the conclusion of the first year of the pilot project, staff will return to the Board with a review and evaluation of the service. If the program is considered successful, staff will ask the Board to operationalize the service by exercising the four (4) optional one (1) year extensions available under the proposed contract.

STAFF RECOMMENDATION:

Grant authority to the CEO to enter into a contract with Medstar Transportation for the delivery of on-demand service through a pilot program. The contract would go into effect upon signature and be in place for one (1) year. Upon completion of the first year the pilot, the program would be reviewed and if successful, operationalized with Board approval for up to the remaining four (4) optional one (1) year extensions.

ALTERNATIVES:

- 1) Do nothing, continue to provide SHUTTLE service with no enhancements;
- 2) Negotiate to adjust the proposed enhancements with Medstar by scaling the service to a desired level; and
- 3) Seek other enhancement options.

PROPOSED MOTION:

Move to: Approve Resolution No. 2019-035 authorizing the implementation a one-year pilot program for the operation of on-demand paratransit service and authorizing the CEO to execute a contract with Medstar Transportation for the administration, operation and delivery of said pilot program.

RESOLUTION NO. 2019-035

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Implementation of a One-Year
2 Pilot Program for the Operation of On-Demand Paratransit Services and Authorizing the CEO to Execute a
3 Contract with Medstar Transportation for the Administration, Operation and Delivery of Said Program
4

5 WHEREAS, Pierce Transit provides ADA paratransit service, known as SHUTTLE service; and

6 WHEREAS, the current paratransit service does not allow for scheduling flexibility for its qualified
7 customers and requires that customers reserve their ride one to five days in advance with no same day service
8 or changes; and

9 WHEREAS, the proposed pilot program offers an additional option for SHUTTLE customers in that it
10 allows for same day on-demand service; and

11 WHEREAS, Pierce Transit will continue to provide ADA paratransit service but intends to offer an on-
12 demand service as an additional option to paratransit customers; and

13 WHEREAS, the goal of this pilot program is to improve customer service and rider experience through
14 the creation of a same day on-demand and individualized service separate from the current SHUTTLE service;
15 and

16 WHEREAS, after a competitive process, Medstar Transportation was selected to be the prevailing
17 proposal; and

18 WHEREAS, Medstar Transportation will be responsible for all reservations, scheduling, routing, and
19 dispatching for this service. In addition to a call center, Medstar Transportation will provide a mobile app trip
20 reservation option as well as a web platform allowing customers easy access to the service option.

21 WHEREAS, Prior to the conclusion of the first year of the pilot project, staff will return to the Board with
22 a review and evaluation of the pilot program.

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

24 Section 1. The Board of Commissioners authorizes the implementation of a one-year pilot program
25 for the operation of On-Demand Paratransit Services; and

26 Section 2. The Board of Commissioners authorizes the CEO to enter into and execute a contract with
27 Medstar Transportation for the administration, operation, and delivery of a one (1) year pilot program for
28 Customer Choice On-Demand Paratransit Services.

29 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
30 the 9th day of September 2019.

1
2
3
4
5
6
7
8
9
10

PIERCE TRANSIT

Victoria Woodards, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board



Presentations

Federal Way PD Contract

- Covers from 10/15/19 through 12/31/23; current contract expires 12/31/19
- Includes 2 one year extensions
- Coverage 10 hours a day at FW Transit Center (0400-0800; 1500-1800; 2100-2400)
- \$72.20 an hour for 2019
- Pay increases 1-2% in 2020 and 2021 based on FWPD labor agreement
- 2022 and 2023 pay increases are unknown at this time, capped at 4%

Federal Way PD Contract – Cost per year

- 2019: \$229,943
- 2020: \$271,430
- 2021: \$280,409
- 2022: \$294,493-figured at 4% increase in pay
- 2023: \$306,685-figured at 4% increase in pay
- Not to exceed: \$1,382,960.00
- Sound Transit pays 30% of the cost (\$414,888)

Lakewood PD Contract

- Covers from 1/1/2020 though 12/31/24; current contract expires 12/31/19
- Includes 2 one year extensions
- Coverage 18 hours a day; 0600-2400 hours
- \$74.07 an hour for 2020
- Beginning January 1, 2021 the hourly rate will be increased based off the Seattle-Bremerton CPI. Increased limited to minimum of 2.5% and a maximum of 4%

Lakewood PD Contract – Cost per year

- 2020: \$484,770
- 2021: \$504,161
- 2022: \$524,327
- 2023: \$545,300
- 2024: \$567,112
- Not to exceed: \$2,888,238.00
- 2021-2024 projected with a 4% CPI and a 10% contingency



Public Transportation Agency Safety Plan Final Rule Overview



U.S. Department of Transportation
**Federal Transit
Administration**

Effective Date

The final rule became effective on July 19, 2019. Each transit operator is required to certify that it has a safety plan meeting the requirements of the rule by July 20, 2020.

The Public Transportation Agency Safety Plan (PTASP) final rule (49 C.F.R. Part 673) requires certain operators of public transportation systems that are recipients or sub-recipients of FTA grant funds to develop safety plans that include the processes and procedures necessary for implementing Safety Management Systems (SMS).

The rule applies to: Recipients or sub-recipients of financial assistance under 49 U.S.C. § 5307 that operate a public transportation system.



U.S. Department of Transportation
**Federal Transit
Administration**

Effective Date

The final rule became effective on July 19, 2019. Each transit operator is required to certify that it has a safety plan meeting the requirements of the rule by July 20, 2020.

General Requirements for PTASPs

Each safety plan must include, at a minimum:

An approval by the agency's Accountable Executive and Board of Directors (or an equivalent authority);

- ✓ The designation of a Chief Safety Officer;
- ✓ The documented processes of the agency's SMS, including the agency's Safety Management Policy and processes for Safety Risk Management, Safety Assurance, and Safety Promotion;
- ✓ An employee reporting program;
- ✓ Performance targets based on the safety performance measures established in FTA's National Public Transportation Safety Plan (NSP);
- ✓ Criteria to address all applicable requirements and standards set forth in FTA's Public Transportation Safety Program and the NSP; and
- ✓ A process and timeline for conducting an annual review and update of the safety plan.

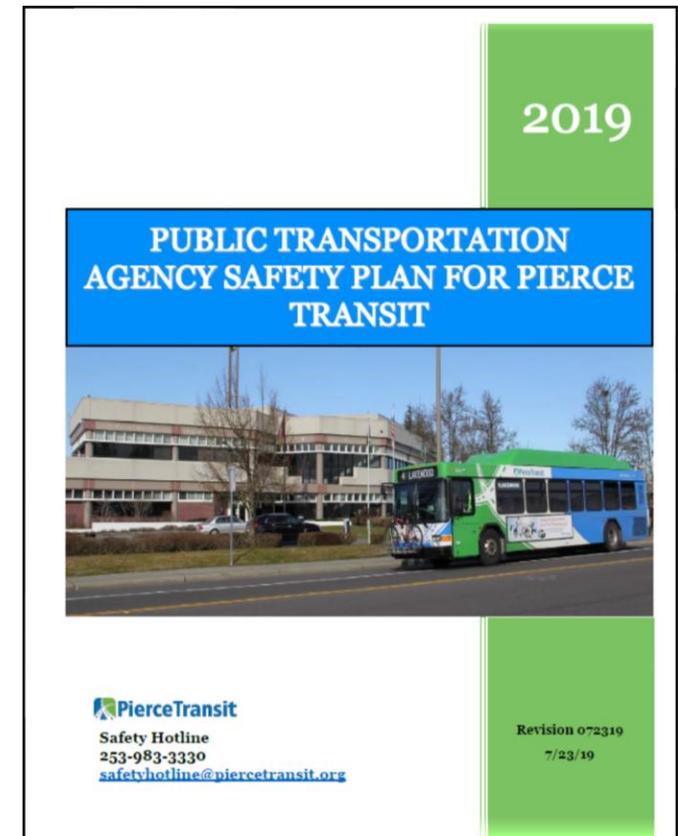


U.S. Department of Transportation
**Federal Transit
Administration**

Effective Date

The final rule became effective on July 19, 2019. Each transit operator is required to certify that it has a safety plan meeting the requirements of the rule by July 20, 2020.

- **Pierce Transit is required to develop and implement a Safety Plan by this final rule. The rule is applicable to “large bus operators (operating more than 100 vehicles in peak revenue service).**
- **Each Agency must annually certify via FTA’s Certifications and Assurances process that it’s Safety Plan meets the requirements of the final rule.**
- **Pierce Transit has completed its PTASP one full year before the deadline to do so.**
- **Board members have been provided electronic copies of the Pierce Transit Public Transit Agency Safety Plan.**





**Pierce
Transit
SHUTTLE**

CUSTOMER CHOICE IN SHUTTLE

**Goal – To Improve mobility options for
our paratransit eligible customers**

Current Situation

- Eligible riders schedule trips from one to five days in advance.
- No same day service.
- Average cost to Pierce Transit is \$49.79 per trip
- Passenger pays \$1.75 per trip

New Proposed Service

- Provide same day service with a one hour response time 30 minutes before to 30 minutes after the requested time.
- Select riders on a lottery basis.
- Limited initially to 22 rides per month (subject to adjustment based on pilot results).
- Pierce Transit subsidizes \$20.00 for non-accessible trip, \$35.00 for wheelchair accessible trip.
- Passenger pays \$1.75 per trip.

Proposals

- Solicited the service and received 2 responses.
- The Evaluation committee overwhelmingly selected the proposal by Medstar.



Medstar will provide:

- Cloud-based software and APP “GOIN”
 - Pierce Transit eligible and preselected riders will have direct access to the APP to schedule rides.
 - The App has built in features so that passengers who are hard of hearing or are vision impaired can still use the APP.
- Customized dispatching and tracking software with real time online tracking and database.
- Customer software for daily routes as well as scheduled paratransit services.
- 100% digitally based tracking for more accurate reporting and transparency.
- GPS time stamps for verification.
- Seamless data reporting.
- Regular quality assurance reporting and a Licensed Certified Fraud Examiner on staff, CFO.



Medstar will provide: (Continued)

- Local digital database storage.
- Backup plan for network failure or natural disaster
 - Local database allows them to transfer data to paper at a moment's notice.
- State of the art customizable phone system with real-time reporting, historical reporting and call monitoring.
- Professional drivers proficient in providing safe, reliable on time service.
- Qualified staff and dedicated management team with years of experience in the transportation field.
- Paperless Accounting Department for Invoicing
 - Accounting@gomedstar.com
 - Total Completed Trips with Detail of Ridership.



Medstar Operators

- Rigorous Pre-employment Testing -
 - Drug and alcohol testing
 - Criminal background checks
 - Driving abstract review
 - Previous employment reference checks
- Medstar Operator Requirements –
 - Must be at least 21 years of age.
 - Have a valid Washington State drivers' license.
 - Have a valid drivers' license for at least 5 years with no gaps.
 - Excellent driving record



Medstar Operators (Continued)

- Medstar Operator Training –
 - Thorough onboarding and training process prior to starting passenger transportation.
 - Training emphasizes outstanding customer service and safe operations.
 - Ongoing training introducing the best and latest techniques, safety features, regulations and company policies.