

Agenda

Call to Order

Pledge of Allegiance

Roll Call

Presentations

1. December 2018 Operator of the Month ~ David Krentkowski
Transit Operator Assistant Manager
Ron Mackenzie
2. Tacoma Dome Station Parking Survey Results
Kim McGilvery
Community Development Administrator
3. Update on Downtown to Defiance Pilot Project
Penny Grellier, Business Partnership Administrator;
Max Henkle, Senior Planner

Public Hearing

(Citizens wishing to provide comment will be given three minutes to speak on the public hearing topic(s). The Chair, at his or her discretion, may reduce the comment time allowed to give sufficient time for the Board to conduct business.)

1. Surplus of Property ~ ~~85~~ 84 Vehicles. A full description of the vehicles is included in the agenda packet.
Skip Huck
E.D. of Maintenance

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, January 2, 2019
2. Minutes: Special Board Meeting of December 19, 2018
3. FS 2019-001, Authorize the Purchase of up to Seventeen (17) Replacement Support Vehicles from Washington State Contract No. 05916
4. FS 2019-002, Housekeeping – Authorization to Combine Various Project Budgets into one Base Master Plan (BMP) Project Budget

5. FS 2019-003, Housekeeping – Authority to Invest Monies in Washington State Government Investment Group

Action Agenda

1. FS 2019-004, Authority to Amend a Development and Option Agreement for Purposes of Entering into and Executing a Real Property Lease with Multi-Service Center for a Portion of the Property Located at 1319 East 72nd ST, Tacoma, Washington for Development of Housing for Veterans
Janine Robinson
Senior Capital Planner
2. FS 2019-005, Authorization to Execute Amendment No. 6 with Technical Security Integration to Extend the Contract Term to August 31, 2019 and Increase the not to Exceed Amount
Shane See
Physical Security Specialist
3. FS 2019-006, Authority to Execute a New Interlocal Agreement with Pierce County Sheriff's Department for Law Enforcement Services and Voiding all Previous Agreements Upon Execution of Said Agreement
Mike Griffus
E.D. of Service Delivery and Support

Staff Updates/Discussion

1. CEO's Report
Sue Dreier
Chief Executive Officer

Informational Board Item

1. Chair Report
Chair Nancy Henderson
2. Sound Transit Update
Any Sound Transit Board Member
3. PSRC Transportation Policy Update
Commissioner Ryan Mello
4. Commissioners' Comments

Executive Session

Adjournment



**PIERCE TRANSIT
NOTICE OF PUBLIC HEARING
PROPOSED SALE OF SURPLUS PROPERTY**

A public hearing will be held as part of the Board of Commissioners Meeting on Monday, January 14, 2019, at 4:00 PM. The meeting will be held at the Pierce Transit Training Center, Rainier Conference Room, located at 3720 96th ST SW, Lakewood, Washington. The purpose of the Public Hearing is to allow public comment on the proposal to declare the following surplus property and to dispose of said property by public sale: fifty-six (56) Chevrolet Express 3500 vans, ten (10) Gillig 40' diesel buses, six (6) New Flyer 40' CNG buses, five (5) Ford Escape Hybrids, three (3) Dodge Grand Caravans, one (1) Chevrolet C1500 pickup truck, one (1) Chevrolet Silverado, ~~one (1) Toyota Prius sedan~~, one (1) Ford E350, and one (1) Ford F350.

A description of the property to be disposed is attached.

Registered SHUTTLE customers may obtain specialized transportation to and from the hearing by calling SHUTTLE AT 253-581-8000, press 1, press 2, and then press 1, from one to five days in advance of the hearing. An interpreter for the hearing impaired will be provided upon request with a minimum notice of five days.

Deanne Jacobson, CMC
Clerk of the Board

Pierce Transit Equipment to be Surplused

EXHIBIT A

1/7/19

Vehicle #	Year	Make	Model	VIN #	Lic#	LTD Miles
195	2004	NEW FLYER	C40LF CNG	5FYC2LP194U027168	72925C	638,017
200	2004	NEW FLYER	C40LF CNG	5FYC2LP124U027173	A9780C	633,960
201	2004	NEW FLYER	C40LF CNG	5FYC2LP144U027174	72935C	664,068
202	2004	NEW FLYER	C40LF CNG	5FYC2LP164U027175	72938C	645,301
204	2004	NEW FLYER	C40LF CNG	5FYC2LP1X4U027177	72937C	665,863
213	2005	NEW FLYER	C40LF CNG	5FYC4FP175C028046	75369C	642,634
2012	2007	CHEVROLET	C1500 XC	1GCEC19047E562051	80836C	82,955
2023	2011	FORD	F350	1FDRF3G64BEA47793	94718C	156,201
2024	2012	CHEVROLET	SILVERADO 3500	1GB3CZCG2CF228993	A2904C	137,634
2522	2009	FORD	ESCAPE HYB	1FMCU49379KB00485	89148C	138,941
2523	2009	FORD	ESCAPE HYB	1FMCU49399KB00486	89149C	175,408
2524	2009	FORD	ESCAPE HYB	1FMCU49309KB00487	89180C	170,458
2525	2009	FORD	ESCAPE HYB	1FMCU49329KB00488	89182C	123,724
2526	2009	FORD	ESCAPE HYB	1FMCU49349KB00489	89181C	152,819
2816	2007	DODGE	GRAND CARAVAN	1D4GP24E57B251304	80829C	160,398
4590	2001	FORD	E350	1FBSS31L81HB58963	85117C	88,493
7001	2005	DODGE	GRAND CARAVAN	2D4GP44L55R183742	B1623C	124,553
7009	2005	DODGE	GRAND CARAVAN	2D4GP44L45R183750	B1624C	123,872
7216	2007	CHEVROLET	EXPRESS 3500	1GAHG35U071194408	C1642C	148,396
7256	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG0A1106558	RS08275	127,703
7257	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG0A1106737	RS08240	115,158
7259	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG1A1106536	RS08274	113,460
7260	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG1A1110327	RS08241	122,148
7261	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG2A1106397	RS08273	79,998
7263	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG2A1106593	RS08276	94,297
7264	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG2A1106657	RS08253	128,235
7265	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG2A1106898	RS08223	92,344
7266	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG3A1106523	RS08197	109,432
7267	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG3A1107106	RS08224	122,858
7268	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG3A1107140	RS08198	131,912

Pierce Transit Equipment to be Surplused

EXHIBIT A

1/7/19

Vehicle #	Year	Make	Model	VIN #	Lic#	LTD Miles
7269	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG4A1106675	RS08254	108,963
7270	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG4A1106837	RS08255	124,546
7271	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG4A1107289	RS08199	89,922
7272	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG4A1109141	RS08242	130,950
7273	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG4A1110287	RS08243	134,330
7274	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG5A1106572	RS08225	91,439
7275	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG5A1106605	RS08277	126,430
7276	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG5A1107267	RS08200	143,702
7277	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG5A1107298	RS08201	121,293
7278	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG5A1109908	RS08249	135,909
7280	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG6A1109660	RS08244	95,038
7281	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG6A1110775	RS08272	98,416
7284	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG7A1107285	RS08203	114,669
7285	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG8A1106789	RS08204	106,036
7286	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG8A1106937	RS08205	107,750
7287	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG8A1106954	RS08245	137,472
7289	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG8A1110518	RS08270	131,299
7290	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG8A1111071	RS08269	87,530
7291	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG9A1106378	RS08206	131,743
7292	2010	CHEVROLET	EXPRESS 3500	1GA2GYDG9A1110981	RS08268	92,724
7293	2010	CHEVROLET	EXPRESS 3500	1GA2GYDGXA1106776	RS08207	103,915
7294	2010	CHEVROLET	EXPRESS 3500	1GA2GYDGXA1107037	RS08267	118,002
7295	2010	CHEVROLET	EXPRESS 3500	1GA2GYDGXA1107085	RS08208	131,763
7296	2010	CHEVROLET	EXPRESS 3500	1GA2GYDGXA1107233	RS08209	107,124
7297	2010	CHEVROLET	EXPRESS 3500	1GA2GYDGXA1107250	RS08538	120,928
7298	2010	CHEVROLET	EXPRESS 3500	1GA2G1DG0A1106549	RS08211	137,252
7299	2010	CHEVROLET	EXPRESS 3500	1GA2G1DG0A1106793	RS08266	115,102
7301	2010	CHEVROLET	EXPRESS 3500	1GA2G1DG3A1107002	RS08218	128,517
7302	2010	CHEVROLET	EXPRESS 3500	1GA2G1DG4A1106876	RS08219	134,337
7303	2010	CHEVROLET	EXPRESS 3500	1GA2G1DG5A1106515	RS08212	124,653

Pierce Transit Equipment to be Surplused

EXHIBIT A

1/7/19

Vehicle #	Year	Make	Model	VIN #	Lic#	LTD Miles
7304	2010	CHEVROLET	EXPRESS 3500	1GA2G1DG5A1107115	RS08213	126,660
7305	2010	CHEVROLET	EXPRESS 3500	1GA2G1DG5A1107163	RS08258	145,141
7306	2010	CHEVROLET	EXPRESS 3500	1GA2G1DG5A1107311	RS08259	120,161
7307	2010	CHEVROLET	EXPRESS 3500	1GA2G1DG6A1106393	RS08265	137,227
7308	2010	CHEVROLET	EXPRESS 3500	1GA2G1DG6A1107124	RS08260	121,254
7309	2010	CHEVROLET	EXPRESS 3500	1GA2G1DG7A1106497	RS08214	136,817
7310	2010	CHEVROLET	EXPRESS 3500	1GA2G1DG7A1106581	RS08215	124,791
7311	2010	CHEVROLET	EXPRESS 3500	1GA2G1DG7A1106967	RS08246	133,210
7312	2010	CHEVROLET	EXPRESS 3500	1GA2G1DG7A1107178	RS08220	121,145
7313	2010	CHEVROLET	EXPRESS 3500	1GA2G1DG7A1107276	RS08264	130,599
7315	2010	CHEVROLET	EXPRESS 3500	1GA2G1DG9A1106811	RS08247	123,313
7316	2010	CHEVROLET	EXPRESS 3500	1GA2G1DGXA1106946	RS08221	145,332
7318	2010	CHEVROLET	EXPRESS 3500	1GA2G1DGXA1107062	RS08263	142,965
7319	2010	CHEVROLET	EXPRESS 3500	1GA2G1DGXA1107319	RS08261	141,038
8020	1999	GILLIG	PHANTOM	15GCD211XX1089576	94535C	954,769
8021	1999	GILLIG	PHANTOM	15GCD2111X1089577	94536C	954,007
8034	1999	GILLIG	PHANTOM	15GCD2114X1089590	99621C	771,755
8035	1999	GILLIG	PHANTOM	15GCD2116X1089591	52084C	692,306
8043	1999	GILLIG	PHANTOM	15GCD2110X1089599	99622C	842,251
8044	1999	GILLIG	PHANTOM	15GCD2113X1089600	99623C	851,045
8055	1999	GILLIG	PHANTOM	15GCD2118X1089611	99624C	718,929
8057	1999	GILLIG	PHANTOM	15GCD2111X1089613	99626C	686,386
8059	1999	GILLIG	PHANTOM	15GCD2115X1089615	A9778C	665,817
8069	1999	GILLIG	PHANTOM	15GCD2118X1089625	53319C	762,752

**PIERCE TRANSIT
BOARD OF COMMISSIONERS
MINUTES**

December 19, 2018

CALL TO ORDER

Chair Henderson called the special meeting to order at 11:05 a.m.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Commissioners present:

Nancy Henderson, Chair of the Board, Town of Steilacoom Councilmember
(representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom)
Daryl Eidinger, Vice Chair of the Board, City of Edgewood Mayor
(representing Fife/Milton/Edgewood)
Don Anderson, City of Lakewood Mayor
Robin Farris, Puyallup City Councilmember
Ryan Mello, City of Tacoma Councilmember

Commissioners excused:

Rick Talbert, Pierce County Councilmember
Victoria Woodards, Mayor of City of Tacoma
Kent Keel, City of University Place Mayor
Bruce Dammeier, Pierce County Executive

Staff present:

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

PUBLIC COMMENT

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

Cody Bakken, Tacoma, noted he is here today as a citizen and not a member of Community Transportation Advisory Group. He submitted written questions pertaining to the sustainability of the budget.

CONSENT AGENDA

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

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

Motion **carried**, 5-0.

1. Approval of Vouchers, December 1, 2018
Operating Fund #10
Capital Fund #90
Voucher CK Nos. 365706 through 366304
Advance Travel Numbers CK 1364 through CK 1368
Wire Nos. 2306 through 2365
Total \$9,815,395.36
2. Minutes: Special Board Meeting of November 15, 2018.
3. FS 2018-098, authorized the CEO to enter into and execute a Sole Source Microsoft Premier Support Agreement renewal with Microsoft Premier Services for calendar year 2019.
4. FS 2018-099, authorized the CEO to enter into and execute a contract for the replacement of network switches with CDW using the Washington State NASPO ValuePoint (AR-233 01114) Contract.
5. FS 2018-100, approved Resolution 2018-049, authorizing the CEO to enter into and execute a Pilot Transit Pass Incentive Program for Businesses and Non-Profits Project Agreement with King County Metro Transit.
6. FS 2018-101, approved Resolution No. 2018-050, amending the 2018 Capital Budget to add the Manlift Replacement 2018 Project in the amount of \$50,000.
7. FS 2018-103, approved Resolution No. 2018-051 authorizing the CEO to enter into and execute Amendment No. 1 to WSTIP ILA for Collision Avoidance System in substantially the same form as Exhibit A hereto, and further authorize the CEO or her designee to approve contingency expenditures of up to 15% for additional work required by research partners to comply with the requirements of the FTA grant.
8. FS 2018-104, authorized the purchase of up to fifty-five (55) replacement vanpool vans from the Washington State Contract No. 05916 in an amount not to exceed \$1,965,689.
9. FS 2018-106, approved 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, beginning January 1, 2019 and ending December 31, 2019.

10. FS 2018-107, approved Resolution No. 2018-054, adopting amendments to Section 7.1 of the Personnel Manual pertaining to Insurance Premiums for Pierce Transit employees as presented in Exhibit 1 effective January 1, 2019 and to further authorize the CEO to develop personnel policies and procedures as needed to administer these benefits in accord therewith.

PRESENTATIONS

Passenger-Only Fast Ferry Study from Tacoma to Seattle

Consultants Kristen Kissinger and Carla Sawyer from KPFF reported on the findings of the study for the passenger-only ferry between Tacoma and Seattle. (*Commissioner Robin Farris arrived at 11:11 a.m.*). A lengthy question and answer period ensued about various components of the study including projected costs. The consultants noted that the service is feasible, however, questions still need to be answered about how it will be funded, which agency would operate it, does it compete with other existing modes of transportation. Some concern was expressed that a taxing authority for the ferry could compete with Pierce Transit's funding needs.

Using information from this study, the Puget Sound Regional Council will now update a passenger-only ferry study that will consider the idea of providing passenger ferries from a regional perspective.

ACTION AGENDA

1. **FS 2018-105, Adoption of the Annual Budget for Fiscal Year 2019 and Delegating Authority to the CEO to Purchase Otherwise Non-Budgeted Replacement Vehicles in an Amount up to \$200,000 When There is Property Damage to the Vehicle and Insurance Funds Pay for the Replacement**

Executive Director of Finance Brett Freshwaters presented on the 2019 Budget. He noted this is the third presentation on the budget and he will be brief. He reported that the budget is balanced and that it is in line with the Agency's reserve policies throughout the six-year plan. The budget funds 985 positions, a general wage adjustment of 2.66 percent for employees, and up to 3 percent for non-representative employees' merit increases.

He noted occasionally there is a need to replace vehicles that are damaged in accidents and staff recommends that the CEO have the authority to purchase non-budgeted replacement vehicles in an amount up to \$200,000 when insurance funds pay for the replacement of the vehicle.

Commissioners Anderson and Mello **moved** and seconded to Approve Resolution No. 2018-052, adopting the Annual Budget for Fiscal Year 2019 with attendant wage adjustments and approval of 985 positions as presented therein and further authorize the CEO to purchase replacement vehicles in an amount up to \$200,000, when there is property damage to the vehicle and insurance funds pay for the replacement.

Motion **carried**, 5-0.

2. FS 2018-108, Approve Resolution 2018-055, Approving the Community & Technical College Student Bus Pass Program and Delegating Authority to the CEO to Enter into and Execute any Future Agreements Pursuant to the Community & Technical College Student Bus Pass Program.

Senior Employer Services Coordinator Sharon Stockwell presented on the item. She reviewed the proposed cost structure for each college. She noted that students will be able to purchase their tickets through their phones using Hoptaru. She also noted that Pierce College Steilacoom will be joining the college program beginning January 2019.

Commissioners Eidinger and Mello **moved** and seconded to approve Resolution 2018-055, approving the Community & Technical College Student Bus Pass Program and delegating authority to the Chief Executive Office to enter into and execute any future agreements pursuant to the Community & Technical College Student Bus Pass Program.

Motion **carried**, 5-0.

STAFF UPDATES/DISCUSSION

CEO's Report

CEO Sue Dreier reported on the following items:

- Pierce Transit received \$1.5 million of the Volkswagen settlement funds and it will be used to purchase three electric buses. The electric buses will replace three diesel buses.
- She attended a productive meeting with the Pierce County Homeless Coalition and League of Women Voters to explore how transit can assist with this population.
- Pierce Transit participated in the Santa Parade with the South Sound Together bus.

INFORMATIONAL BOARD ITEMS

Chair Report

Chair Henderson appointed Commissioner Daryl Eidinger to serve on the Board of the Combined Communication Network (CCN) Board beginning January 2019. [Commissioner Eidinger is filling the seat that was formerly held by Commissioner Rick Talbert.]

She announced that the December 27, 2018 Executive Finance Committee meeting is cancelled, and that if there is no objection from the Board, she would like to hold off on the Puget Sound Regional Council appointment until a commissioner is appointed to the Pierce Transit Board from Pierce County.

She complimented CEO Dreier for all of the community outreach she does on behalf of Pierce Transit.

Sound Transit Update – None.

PSRC Transportation Policy Board Update

Commissioner Mello announced that the Federal Aviation Administration (FAA) is going to conduct an aviation baseline study to gather information about air traffic in the region and the study should be completed by mid-2020.

Commissioners' Comments

None.

EXECUTIVE SESSION

None.

ADJOURN

Commissioners Anderson and Mello **moved** and seconded to adjourn the meeting at 12:29 p.m.

Motion **carried**, 5-0.

Deanne Jacobson
Clerk of the Board

Nancy Henderson, Chair
Board of Commissioners

TITLE: Authority to Purchase up to Seventeen (17)
 Replacement Support Vehicles from Washington State
 Contract No. 05916

DIVISION: Maintenance

SUBMITTED BY: Skip Huck, E.D. of Maintenance

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: Support Vehicle Replacement
 2019

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 486,858	N/A
Grant/Other Amounts	\$	
Total Expenditure	\$ 486,858	

BACKGROUND:

The 2019 Capital Budget includes funds to replace existing vehicles that meet the replacement parameters (10/15 years depending on the type of vehicle or 150,000 miles) and are beyond their useful life. Maintenance staff has reviewed our replacement schedule and found that up to seventeen (17) support vehicles are eligible for replacement. Seventeen (17) support vehicles that are up for replacement are 2005-2012 models.

STAFF RECOMMENDATION:

The State of Washington has established vehicle contracts that allow for use by political subdivisions. Maintenance Staff have reviewed the contracts available and have identified vehicles appropriate for the Agency's intended purpose. State Contract pricing is obtained on a competitive bid basis and is considered fair and reasonable. Replacing the vehicles will help mitigate major component failures, downtime, and unplanned maintenance cost. Potential vendors include Dwayne Lane's Chrysler Jeep Dodge, Bud Clary Chevy, Bud Clary Dodge and Columbia Ford.

ALTERNATIVES:

The alternative would be to develop specifications and solicit bids ourselves; however, in the past we were not able to achieve the same discounts offered in the state contracts due to combined statewide volume. The second alternative would be to not replace any of the support vehicles. However, these vehicles will be beyond their useful life and will require higher maintenance costs.

PROPOSED MOTION:

Authorize the purchase of up to seventeen (17) support vehicles off the Washington State Contract No. 05916 to replace the aging support vehicles.

TITLE: Housekeeping – Authorization to Combine Various Project Budgets into One Base Master Plan (BMP) Project Budget

DIVISION: Finance

SUBMITTED BY: Brett Freshwaters, Executive Director of Finance

RELATED ACTION: N/A

ATTACHMENTS: None

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: N/A

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 0	There is no expenditure for consideration. This is a housekeeping item that combines/moves already approved projects into the BMP Project Budget.
Grant/Other Amounts	\$ 0	
Total Expenditure	\$ 0	

BACKGROUND:

The Base Master Plan implementation is currently in the design phase. During the course of the design input meetings with our consultants, it became apparent that several refurbishment projects that are budgeted separately in 2019 will be impacted by the final BMP design and will need to be implemented in a phased and well-coordinated schedule during construction. Incorporating the projects into the BMP project will allow our consultants and staff to determine the optimal phasing and timing for construction work of all related projects.

Following are the related projects and budgets:

Project Number	Project Name	Amount
0525	BMP Implementation 2019-2024	\$22,818,222 for 2019
0489	BMP Phase I Implementation 2017	\$572,000
0488	Hoist Replacement 2017	\$591,177
N/A	Building I HVAC System Replacement 2019-2020	\$400,000 for 2019
N/A	Paint Booth Restoration 2019-2020	\$248,769 for 2019
N/A	Building I Exterior Renewal	\$1,535,911
0529	Bus Vacuum System Replacement 2018	\$310,000

0501	Electric Vehicle Infrastructure 2017	\$38,500
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STAFF RECOMMENDATION:

Combine the project budgets.

ALTERNATIVES:

Do not approve combining the project budgets into one Base Master Plan budget. This is not recommended as it will be more difficult to manage and integrate the phasing for the separate component projects.

PROPOSED MOTION:

Authorize Pierce Transit staff to combine the projects listed above into one Base Master Plan Project Budget.

TITLE: Housekeeping-Authorizing the Investment of Pierce Transit Funds in the Washington State Local Government Investment Pool (LGIP)

DIVISION: Finance

SUBMITTED BY: Brett Freshwaters, Executive Director of Finance

RELATED ACTION: Resolution 14-024, Authorizing Investment of Pierce Transit Monies in the Washington State Local Government Investment Pool (LGIP)

ATTACHMENTS:

RELATION TO STRATEGIC PLAN: Financial

Proposed Resolution
Exhibit A, Prospectus
Exhibit B, Authorization Form

BUDGET INFORMATION: N/A

BACKGROUND:

Pierce Transit currently invests in the LGIP and the State of Washington requires the participant resolution to be updated to reflect current staffing structure. The changes to the resolution are non-substantive and consist of removing individual names and replacing them with titles consistent with the current staffing structure.

The Local Government Investment Pool (LGIP) is a voluntary investment vehicle operated by the State Treasurer. The LGIP allows local governments to use the State Treasurer's resources to safely invest their funds while taking advantage the economies of scales available from a \$7-12 billion pooled fund investment portfolio. Investing in the LGIP allows flexibility in investing options and allows immediate liquidity of funds.

STAFF RECOMMENDATION:

Authorize investment into the Washington State Local Government Investment Pool.

ALTERNATIVES:

Do not allow investment into the Washington State Local Government Investment Pool.

PROPOSED MOTION:

Adopt Resolution No. 2019-001, authorizing the investment of Pierce Transit funds in the Washington State Local Government Investment Pool.

RESOLUTION NO. 2019-001

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Investment of Pierce Transit Funds in the Washington State Local Government Investment Pool

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, Pierce Transit, the "governmental entity", to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the Executive Director of Finance, the "governing body" or any designee of the governing body pursuant to this resolution, or a subsequent resolution; and

WHEREAS the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

NOW THEREFORE, BE IT RESOLVED that the governing body does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

BE IT FURTHER RESOLVED that the governing body has approved the Local Government Investment Pool Transaction Authorization Form (Form) as completed by Executive Director of Finance and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

BE IT FURTHER RESOLVED that the governmental entity designates Executive Director of Finance, the "authorized individual" to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

BE IT FURTHER RESOLVED that this delegation ends upon the written notice, by any method set forth in

1 the prospectus, of the governing body that the authorized individual has been terminated or that his or her
2 delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide
3 notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said
4 notice has been provided.

5 BE IT FURTHER RESOLVED that the Form as incorporated into this resolution or hereafter amended by
6 delegated authority, or any other documentation signed or otherwise approved by the authorized individual
7 shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that
8 the authorized individual whose delegation has been terminated shall not be permitted to make further
9 withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or
10 alterations shall be made to the Form or any other documentation until the entity passes a new resolution
11 naming a new authorized individual; and

12 BE IT FURTHER RESOLVED that the governing body acknowledges that it has received, read, and
13 understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body
14 agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make
15 contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the
16 prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if
17 authorizations are already in place.

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

19 Section 1. The Board of Commissioners authorizing the investment of Pierce Transit funds in the
20 Washington State Local Government Investment Pool.

21 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 14th day
22 of January 2019.

23 PIERCE TRANSIT

24 _____
25 Nancy Henderson, Chair
26 Board of Commissioners

27 ATTEST/AUTHENTICATED

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

**LOCAL GOVERNMENT
INVESTMENT POOL**

Prospectus

August 2016



James L. McIntire
Washington State Treasurer

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I. The LGIP

The Local Government Investment Pool (the “LGIP”) is an investment pool of public funds placed in the custody of the Office of the Washington State Treasurer (the “State Treasurer”) for investment and reinvestment as defined by RCW 43.250.020. The purpose of the LGIP is to allow eligible governmental entities to participate with the state in the investment of surplus public funds, in a manner that optimizes liquidity and return on such funds. In establishing the LGIP, the legislature recognized that not all eligible governmental entities are able to maximize the return on their temporary surplus funds, and therefore it provided a mechanism whereby they may, at their option, utilize the resources of the State Treasurer to maximize the potential of their surplus funds while ensuring the liquidity of those funds.

The State Treasurer has established a sub-pool within the LGIP whose shares are offered by means of this Prospectus: The LGIP-Money Market Fund (the “LGIP-MMF” or the “Fund”). The State Treasurer has the authority to establish additional sub-pools in the future.

The Fund offered in this Prospectus seeks to provide current income by investing in high-quality, short term money market instruments. These standards are specific to the Fund, as illustrated in the following table. The LGIP-MMF offers daily contributions and withdrawals.

FUND SNAPSHOT

The table below provides a summary comparison of the Fund’s investment types and sensitivity to interest rate risk. This current snapshot can be expected to vary over time.

Fund	Investment Types	Maximum Dollar-Weighted Average Maturity for LGIP-MMF
LGIP-Money Market Fund	Cash	60 days
Current Investments (as of July 1, 2016)	Bank Deposits US Treasury bills Repurchase agreements US Government agency obligations	

Fees and Expenses

Administrative Fee. The State Treasurer charges pool participants a fee representing administration and recovery costs associated with the operation of the Fund. The administrative fee accrues daily from pool participants’ earnings prior to the earnings being posted to their account. The administrative fee will be paid monthly. In the event that there are no earnings, the administrative fee will be deducted from principal.

The chart below illustrates the operating expenses of the LGIP-MMF for past years, expressed in basis points as a percentage of fund assets.

**Local Government Investment Pool-MMF
Operating Expenses by Fiscal Year (in Basis Points)**

	2009	2010	2011	2012	2013	2014	2015	2016
<i>Total Operating Expenses</i>	<i>0.88</i>	<i>0.64</i>	<i>0.81</i>	<i>0.68</i>	<i>0.87</i>	<i>0.88</i>	<i>0.95</i>	<i>0.88</i>

(1 basis point = 0.01%)

Because most of the expenses of the LGIP-MMF are fixed costs, the fee (expressed as a percentage of fund assets) will be affected by: (i) the amount of operating expenses; and (ii) the assets of the LGIP-MMF. The table below shows how the fee (expressed as a percentage of fund assets) would change as the fund assets change, assuming an annual fund operating expenses amount of \$950,000.

Fund Assets	\$8.0 bn	\$10.0 bn	\$12.0 bn
Total Operating Expenses (in Basis Points)	1.19	0.95	0.79

Portfolio Turnover: The Fund does not pay a commission or fee when it buys or sells securities (or “turns over” its portfolio). However, debt securities often trade with a bid/ask spread. Consequently, a higher portfolio turnover rate may generate higher transaction costs that could affect the Fund’s performance.

II. Local Government Investment Pool – Money Market Fund

Investment Objective

The LGIP-MMF will seek to effectively maximize yield while maintaining liquidity and a stable net asset value per share, e.g., all contributions will be transacted at \$1.00 net asset value per share.

Principal Investment Strategies

The LGIP-MMF will seek to invest primarily in high-quality, short term money market instruments. Typically, at least 55% of the Fund’s assets will be invested in US government securities and repurchase agreements collateralized by those securities. The LGIP-MMF means a sub-pool of the LGIP whose investments will primarily be money market instruments. The LGIP-MMF will only invest in eligible investments permitted by state law. The LGIP portfolio will be managed to meet the portfolio maturity, quality, diversification and liquidity requirements set forth in GASB 79 for external investment pools who wish to measure, for financial reporting purposes, all of their investments at amortized cost. Investments of the LGIP-MMF will conform to the LGIP Investment Policy, the most recent version of which will be posted on the LGIP website and will be available upon request.

Principal Risks of Investing in the LGIP-Money Market Fund

Counterparty Credit Risk. A party to a transaction involving the Fund may fail to meet its obligations. This could cause the Fund to lose the benefit of the transaction or prevent the Fund from selling or buying other securities to implement its investment strategies.

Interest Rate Risk. The LGIP-MMF’s income may decline when interest rates fall. Because the Fund’s income is based on short-term interest rates, which can fluctuate significantly over short periods, income risk is expected to

be high. In addition, interest rate increases can cause the price of a debt security to decrease and even lead to a loss of principal.

Liquidity Risk. Liquidity risk is the risk that the Fund will experience significant net withdrawals of Fund shares at a time when it cannot find willing buyers for its portfolio securities or can only sell its portfolio securities at a material loss.

Management Risk. Poor security selection or an ineffective investment strategy could cause the LGIP-MMF to underperform relevant benchmarks or other funds with a similar investment objective.

Issuer Risk. The LGIP-MMF is subject to the risk that debt issuers and other counterparties may not honor their obligations. Changes in an issuer's credit rating (e.g., a rating downgrade) or the market's perception of an issuer's creditworthiness could also affect the value of the Fund's investment in that issuer. The degree of credit risk depends on both the financial condition of the issuer and the terms of the obligation. Also, a decline in the credit quality of an issuer can cause the price of a money market security to decrease.

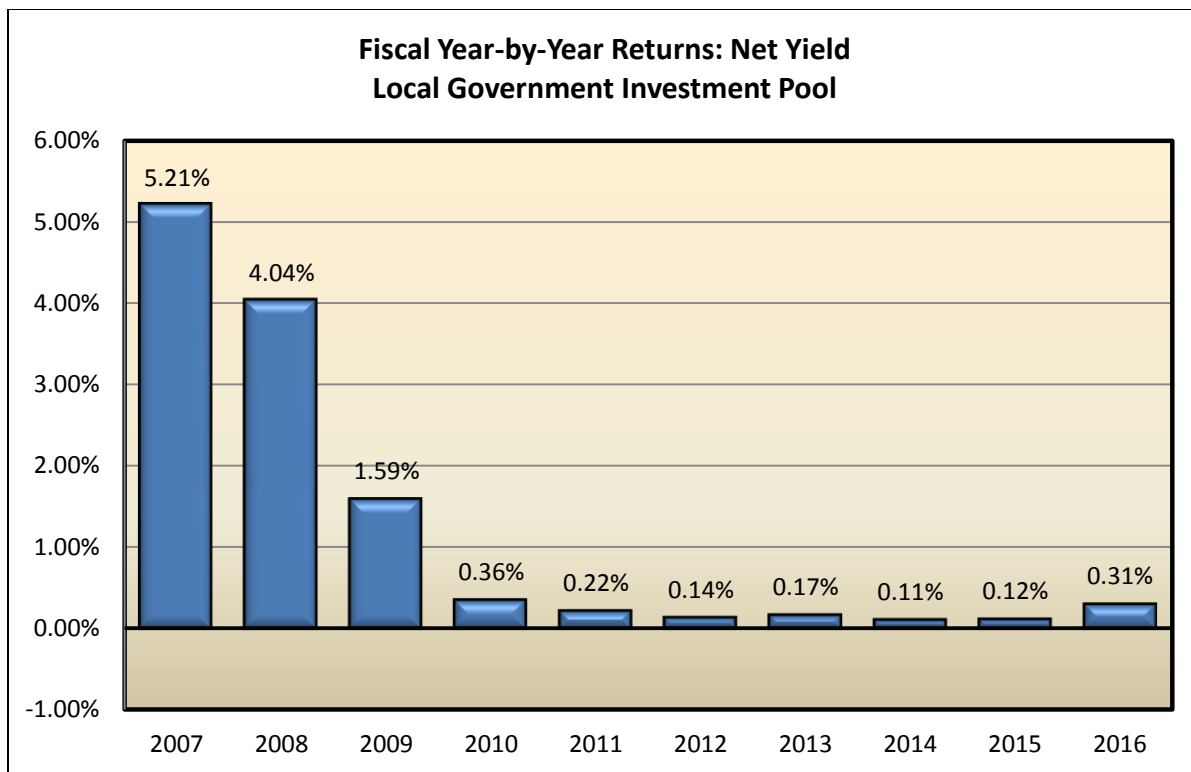
Securities Lending Risk and Reverse Repurchase Agreement Risk. The LGIP-MMF may engage in securities lending or in reverse repurchase agreements. Securities lending and reverse repurchase agreements involve the risk that the Fund may lose money because the borrower of the Fund's securities fails to return the securities in a timely manner or at all or the Fund's lending agent defaults on its obligations to indemnify the Fund, or such obligations prove unenforceable. The Fund could also lose money in the event of a decline in the value of the collateral provided for loaned securities or a decline in the value of any investments made with cash collateral.

Risks Associated with use of Amortized Cost. The use of amortized cost valuation means that the LGIP-MMF's share price may vary from its market value NAV per share. In the unlikely event that the State Treasurer were to determine that the extent of the deviation between the Fund's amortized cost per share and its market-based NAV per share may result in material dilution or other unfair results to shareholders, the State Treasurer may cause the Fund to take such action as it deems appropriate to eliminate or reduce to the extent practicable such dilution or unfair results.

An investment in the LGIP-MMF is not a bank deposit and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of investments at \$1 per share, pool participants could lose money by investing in the LGIP-MMF. There is no assurance that the LGIP-MMF will achieve its investment objective.

Performance

The following information is intended to address the risks of investing in the LGIP-MMF. The information illustrates changes in the performance of the LGIP-MMF's shares from year to year. Returns are based on past results and are not an indication of future performance. Updated performance information may be obtained on our website at www.tre.wa.gov or by calling the LGIP toll-free at 800-331-3284.



<u>Local Government Investment Pool-Money Market Fund</u>			
<u>Average Accrued Net Yield</u>			
<u>1 Year</u>	<u>3 years</u>	<u>5 years</u>	<u>10 years</u>
0.31%	0.18%	0.17%	1.28%

Transactions: LGIP-MMF

General Information

The minimum transaction size (contributions or withdrawals) for the LGIP-MMF will be five thousand dollars. The State Treasurer may, in its sole discretion, allow for transactions of less than five thousand dollars.

Valuing Shares

The LGIP-MMF will be operated using a net asset value (NAV) calculation based on the amortized cost of all securities held such that the securities will be valued at their acquisition cost, plus accrued income, amortized daily.

The Fund's NAV will be the value of a single share. NAV will normally be calculated as of the close of business of the NYSE, usually 4:00 p.m. Eastern time. If the NYSE is closed on a particular day, the Fund will be priced on the next day the NYSE is open.

NAV will not be calculated and the Fund will not process contributions and withdrawals submitted on days when the Fund is not open for business. The time at which shares are priced and until which contributions and withdrawals are accepted is specified below and may be changed as permitted by the State Treasurer.

To the extent that the LGIP-MMF's assets are traded in other markets on days when the Fund is not open for business, the value of the Fund's assets may be affected on those days. In addition, trading in some of the Fund's assets may not occur on days when the Fund is open for business.

Transaction Limitations

The State Treasurer reserves the right at its sole discretion to set a minimum and/or maximum transaction amount from the LGIP-MMF and to limit the number of transactions, whether contribution, withdrawal, or transfer permitted in a day or any other given period of time.

The State Treasurer also reserves the right at its sole discretion to reject any proposed contribution, and in particular to reject any proposed contribution made by a pool participant engaged in behavior deemed by the State Treasurer to be abusive of the LGIP-MMF.

A pool participant may transfer funds from one LGIP-MMF account to another subject to the same time and contribution limits as set forth in WAC 210.10.060.

Contributions deposited by ACH will be unavailable for withdrawal for a period of five business days following receipt of funds

Contributions

Pool participants may make contributions to the LGIP-MMF on any business day. All contributions will be effected by electronic funds to the account of the LGIP-MMF designated by the State Treasurer. It is the responsibility of each pool participant to pay any bank charges associated with such electronic transfers. Failure to submit funds by a pool participant after notification to the State Treasurer of an intended transfer will result in penalties. Penalties for failure to timely submit will be assessed to the account of the pool participant responsible.

Notice of Wire contribution. To ensure same day credit, a pool participant must inform the State Treasurer of any contribution over one million dollars no later than 9 a.m. on the same day the contribution is made. Contributions for one million dollars or less can be requested at any time prior to 10 a.m. on the day of contribution. For all other contributions over one million dollars that are requested prior to 10 a.m., a pool participant may receive same day credit at the sole discretion of the State Treasurer. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which no notice is received prior to 10:00 a.m. will be credited as of the following business day.

Notice of ACH contribution. A pool participant must inform the State Treasurer of any contribution submitted through ACH no later than 2:00 p.m. on the business day before the contribution is made. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which proper notice is not received as described above will not receive same day credit, but will be credited as of the next business day from when the contribution is made. Contributions deposited by ACH will be unavailable for withdrawal for a period of five business days following receipt of funds.

Notice of contributions may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to State Treasurer's Treasury Management System ("TMS"). Please refer to the [LGIP-MMF Operations Manual](#) for specific instructions regarding contributions to the LGIP-MMF.

Direct deposits from the State of Washington will be credited on the same business day.

Pricing. Contribution requests received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that contribution date.

Withdrawals

Pool participants may withdraw funds from the LGIP-MMF on any business day. Each pool participant shall file with the State Treasurer a letter designating the financial institution at which funds withdrawn from the LGIP-MMF shall be deposited (the "Letter"). This Letter shall contain the name of the financial institution, the location of the financial institution, the account name, and the account number to which funds will be deposited. This Letter shall be signed by local officials authorized to receive and disburse funds, as described in WAC 210-10-020.

Disbursements from the LGIP-MMF will be effected by electronic funds transfer. Failure by the State Treasurer to transmit funds to a pool participant after proper notification to the State Treasurer to disburse funds to a pool participant may result in a bank overdraft in the pool participant's bank account. The State Treasurer will reimburse a pool participant for such bank overdraft penalties charged to the pool participant's bank account.

Notice of Wire withdrawal. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal over one million dollars no later than 9 a.m. on the same day the withdrawal is made. Withdrawals for one million dollars or less can be requested at any time prior to 10 a.m. on the day of withdrawal. For all other withdrawals from the LGIP-MMF over one million dollars that are requested prior to 10 a.m., a pool participant may receive such withdrawal on the same day it is requested at the sole discretion of the State Treasurer. No earnings will be credited on the date of withdrawal for the amounts withdrawn. Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Notice of ACH withdrawal. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal by ACH no later than 2 p.m. on the prior business day the withdrawal is requested. No earnings will be credited on the date of withdrawal for the amounts withdrawn.

Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Pricing. Withdrawal requests with respect to the LGIP-MMF received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that withdrawal date.

Suspension of Withdrawals. If the State Treasurer has determined that the deviation between the Fund's amortized cost price per share and the current net asset value per share calculated using available market quotations (or an appropriate substitute that reflects current market conditions) may result in material dilution or other unfair results, the State Treasurer may, if it has determined irrevocably to liquidate the Fund, suspend withdrawals and payments of withdrawal proceeds in order to facilitate the permanent termination of the Fund in an orderly manner. The State Treasurer will distribute proceeds in liquidation as soon as practicable, subject to the possibility that certain assets may be illiquid, and subject to subsequent distribution, and the possibility that the State Treasurer may need to hold back a reserve to pay expenses.

The State Treasurer also may suspend redemptions if the New York Stock Exchange suspends trading or closes, if US bond markets are closed, or if the Securities and Exchange Commission declares an emergency. If any of these events were to occur, it would likely result in a delay in the pool participants' redemption proceeds.

The State Treasurer will notify pool participants within five business days of making a determination to suspend withdrawals and/or irrevocably liquidate the fund and the reason for such action.

Earnings and Distribution

LGIP-MMF Daily Factor

The LGIP-MMF daily factor is a net earnings figure that is calculated daily using the investment income earned (excluding realized gains or losses) each day, assuming daily amortization and/or accretion of income of all fixed income securities held by the Fund, less the administrative fee. The daily factor is reported on an annualized 7-day basis, using the daily factors from the previous 7 calendar days. The reporting of a 7-day annualized yield based solely on investment income which excludes realized gains or losses is an industry standard practice that allows for the fair comparison of funds that seek to maintain a constant NAV of \$1.00.

LGIP-MMF Actual Yield Factor

The LGIP-MMF actual yield factor is a net daily earnings figure that is calculated using the total net earnings including realized gains and losses occurring each day, less the administrative fee.

Dividends

The LGIP-MMF's dividends include any net realized capital gains or losses, as well as any other capital changes other than investment income, and are declared daily and distributed monthly.

Distribution

The total net earnings of the LGIP-MMF will be declared daily and paid monthly to each pool participant's account in which the income was earned on a per-share basis. These funds will remain in the pool and earn additional interest unless withdrawn and sent to the pool participant's designated bank account as specified on the Authorization Form. Interest earned will be distributed monthly on the first business day of the following month.

Monthly Statements and Reporting

On the first business day of every calendar month, each pool participant will be sent a monthly statement which includes the pool participant's beginning balance, contributions, withdrawals, transfers, administrative charges, earnings rate, earnings, and ending balance for the preceding calendar month. Also included with the statement will be the monthly enclosure. This report will contain information regarding the maturity structure of the portfolio and balances broken down by security type.

III. Management

The State Treasurer is the manager of the LGIP-MMF and has overall responsibility for the general management and administration of the Fund. The State Treasurer has the authority to offer additional sub-pools within the LGIP at such times as the State Treasurer deems appropriate in its sole discretion.

Administrator and Transfer Agent. The State Treasurer will serve as the administrator and transfer agent for the Fund.

Custodian. A custodian for the Fund will be appointed in accordance with the terms of the LGIP Investment Policy.

IV. Miscellaneous

Limitation of Liability

All persons extending credit to, contracting with or having any claim against the Fund offered in this Prospectus shall look only to the assets of the Fund that such person extended credit to, contracted with or has a claim against, and none of (i) the State Treasurer, (ii) any subsequent sub-pool, (iii) any pool participant, (iv) the LGIP, or (v) the State Treasurer's officers, employees or agents (whether past, present or future), shall be liable therefor. The determination of the State Treasurer that assets, debts, liabilities, obligations, or expenses are allocable to the Fund shall be binding on all pool participants and on any person extending credit to or contracting with or having any claim against the LGIP or the Fund offered in this Prospectus. There is a remote risk that a court may not enforce these limitation of liability provisions.

Amendments

This Prospectus and the attached Investment Policy may be amended from time to time. Pool participants shall receive notice of changes to the Prospectus and the Investment Policy. The amended and restated documents will be posted on the State Treasurer website: www.tre.wa.gov.

Should the State Treasurer deem appropriate to offer additional sub-pools within the LGIP, said sub-pools will be offered by means of an amendment to this prospectus.

LGIP-MMF Contact Information

Internet: www.tre.wa.gov Treasury Management System/TMS

Phone: 1-800-331-3284 (within Washington State)

Mail: Office of the State Treasurer
Local Government Investment Pool
PO Box 40200
Olympia, Washington 98504
FAX: 360-902-9044

**LOCAL GOVERNMENT INVESTMENT POOL
TRANSACTION AUTHORIZATION FORM**

Exhibit B
Resolution No. 2019-001

Please fill out this form completely, including any existing information, as this form will **replace** the previous form.

Name of Entity: Pierce Transit	3701 96 th St SW Lakewood, WA 98499-4431
Fax Number: 253 581 8075	
E-mail Contact: 253 581 8115	

Do you wish to have your monthly LGIP statements faxed to the number listed above?

Please note – if you choose to receive statements via fax, you will not receive another copy via U.S. mail.

YES, please fax statements No, please send statements via U.S. mail

Bank account where funds will be wired when a withdrawal is requested.

(Note: Funds **will not** be transferred to any account other than that listed).

Bank Name: US Bank
Branch Location: Tacoma WA
Bank Routing Number: [REDACTED]
Account Number: [REDACTED]
Account Name: Pierce Transit

Persons authorized to make deposits and withdrawals for the entity listed above.

Name	Title	Signature	Telephone Number
Liz Passmore	Finance Manager	<i>Liz Passmore</i>	253 581 8115
Jeff Forslund	Finance Assistant Manager	<i>Jeff Forslund</i>	253 581 8134
Cami Schmidt	Senior Financial Analyst	<i>Cami Schmidt</i>	253 983 3374
Mary Hill	Senior Accountant	<i>Mary Hill</i>	253 581 8117

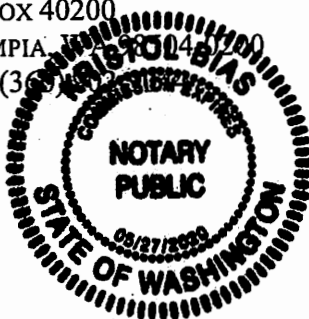
By signature below, I certify I am authorized to represent the institution/agency for the purpose of this transaction.

<i>Brett Freshwaters</i>	Executive Director of Finance	12-Dev-18
<i>(Authorized Signature)</i>	<i>(Title)</i>	<i>(Date)</i>
Brett Freshwaters	bfreshwaters@piercetransit.org	253 581 8014
<i>(Print Authorized Signature)</i>	<i>(E-mail Address)</i>	<i>(Telephone number)</i>

Any changes to these instructions must be submitted in writing to the Office of the State Treasurer. Please mail this form to the address listed below:

OFFICE OF THE STATE TREASURER
LOCAL GOVERNMENT INVESTMENT POOL
PO Box 40200
OLYMPIA, WA 98540-0200
FAX: (360) 325-4100

Date Received: ___ / ___ / ___
Fund Number: _____
<i>(for LGIP use only)</i>



State of Washington)
County of Pierce) ss.

Signed or attested before me by Brett Freshwaters.
Dated this 12th day of December, 2018.

Kristal Bias
Signature of Notary

SEAL OR STAMP

TITLE: Authority to Execute the First Amendment to the Development and Option Agreement for Purposes of Entering into and Executing a Real Property Lease with Multi-Service Center and Shelter Resources Inc. for a Portion of the Property At 1319 East 72nd Street, Tacoma, Washington For Development of Housing for Veterans

DIVISION: Planning & Community Development

SUBMITTED BY: Janine Robinson, Senior Planner

RELATED ACTION:

Resolution No. 16-037 Authority to Enter into and Execute a Development and Option Agreement for the Lease of Real Property with Multi-Service Center Regarding Development of a Portion of the Property at 1319 East 72nd ST, Tacoma, Washington for Development of Housing for Veterans, Following Approval by the Federal Transit Administration.

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Customer

BACKGROUND:

Pierce Transit entered into a "Development and Option to Lease Agreement" (Option) in October 2016 with Multi-Service Center (MSC) and Shelter Resources Inc. (SRI) (together, "Development Team") for the portion of the 72nd and Portland Transit Center which is currently designated as a park and ride. The Development Team seeks to develop this area with a 53-unit Veterans Housing project with ground floor supportive services as a transit-oriented development. The Option granted the Development Team the exclusive option to lease the project site, but did not mandate that Pierce Transit agree to a lease. As a general matter, the Option contemplates that parties will use the option period to negotiate a long-term lease while the Development Team works to: secure funding; prepare proposed site plans, design and construction drawings, specifications, access and construction management plan, and schedule; and provide a completion bond and premises restoration bond. The Option expired on December 31, 2018 and the Development Team requests more time to continue seeking project financing and approvals. The proposed amendment (Amended Option) would extend the Option to October 31, 2020.

No new development proposals have been made for this location since the Board's approval of the Option in 2016, and the Amended Option provides Pierce Transit with the opportunity to terminate the Option if the Agency receives an unsolicited offer for purchase or ground lease that, in Pierce Transit's sole discretion, is preferable (taking into account the probability of execution, public benefit and furtherance of Pierce Transit's mission). Staff would bring any such competing unsolicited proposal to the Board for consideration.

Overview of 72nd and Portland Transit Center:

The site is located just west of the northwest corner of 72nd and Portland Avenue in Tacoma, Washington. Construction of the Transit Center in 1994-95 included \$622,172 in Federal Transit Administration (FTA) funds (WA90-0156), amounting to 29% of the total construction costs. The total site is 2.6 acres, currently comprised of three distinct uses, including about 56% devoted to access and transit operations, 24% devoted to 68 park and ride stalls, and 20% to

passive open space and stormwater swales (grass and landscaped area). The park and ride is minimally used, with counts showing a daily average of one car.

Four local Pierce Transit routes currently serve the transit center with services to the east to Puyallup and Sumner, north to downtown Tacoma and Tacoma Dome Station, west to Lakewood, and northwest to Tacoma Mall. The Agency has identified this transit center as one with potential for more intense use with its location and large area of under-utilized space as a possible location for transit-oriented development.

Proposal for Transit-Oriented Development:

In 2015, Pierce Transit received an unsolicited proposal for development of a Veterans housing project that would utilize approximately 30% of the total site area, including a portion of the park and ride and open space areas at the transit center for approximately 53 units of housing for low income veterans. The proposed project consists of approximately 60,000 square feet of residential, common and program space. Specifically, the project will provide 39 services-enriched supportive housing units to formerly homeless veterans and their dependents.

Staff reviewed the proposed project internally and with City of Tacoma staff. Staff also reviewed a proposed process with FTA staff and then advertised a Public Notice of Receipt of Unsolicited Proposal in August 2015 in the Tacoma Daily Index, Daily Journal of Commerce and The News Tribune. This process met the federal requirement to provide for fair and open competition for the use of Agency real property. No competing proposals were received

This project is being proposed by the ownership and development team of Multi-Service Center (MSC) and Shelter Resources, Inc. (SRI) (together, "Development Team"). With its headquarters in Federal Way and more than 500 housing units in its portfolio, MSC is a leader in bringing affordable housing options and services to eliminate poverty to both South King and Pierce Counties.

The Development Team is ultimately interested in a long-term (75-year) ground lease for the portion of the site to be occupied by the Veterans' housing, and they favor an up-front capital lease payment. Pierce Transit obtained an appraisal of the property to determine the fair market value for the property to be developed for multi-family residential uses. The conceptual design as proposed is based on little to no impact to the transit operations on the site. This project has potential to enhance transit usage at this location while providing a valuable asset to the community and to our Veterans.

Project Financing:

This project requires funding through Low Income Housing Tax Credits (LIHTC); a program that is considered the most important resource for creating affordable housing in the United States. The Development Team applied for 9% LIHTC allocation during the original option period but did not receive the requested tax credits. Part of the challenge is that the project needs a higher per-unit tax credit allocation than the Washington State Housing Finance Commission (WSHFC) policies allowed. Reasons for the higher per unit cost for this development than allowed by the LIHTC policies include:

- Higher per unit development expense due to serving families with larger units and dedicated program areas
- Lack of availability of soft funding sources in Pierce County
- Davis Bacon wage rates requirements adds 12-15% to construction cost

- All operating cash flow will go to tenant services, so this limits the project sponsor from carrying additional debt for development costs

The Development Team is optimistic that collaboration with the WSHFC and local funding sources, including the City of Tacoma, will resolve the funding challenge during the option period.

Amended Option:

The Amended Option will provide an additional 1.75 years to allow the developer to solidify project financing, plans and permits and complete due diligence. Key points of the Amended Option are summarized below:

Effect: Extends the exclusive option to lease the project site – does not mandate that Pierce Transit agree to the lease, contemplates that parties will continue to negotiate lease during this period.

Term: upon execution and expires October 31, 2020.

Terminates if the Development Team does not:

- Apply for Low Income Housing Tax Credits (LIHTC) by January 2020
- Receive LIHTC allocation by July 31, 2020
- Obtain financing by September 30, 2020

Pierce Transit may also terminate:

- If Agency receives an unsolicited offer for purchase or ground lease that, in Pierce Transit's sole discretion, is preferable (taking into account the probability of execution, public benefit and furtherance of Pierce Transit's mission).

Timeline and Next Steps After Amended Option Period:

Any final ground lease of this property is subject to approval by the FTA and the Pierce Transit Board of Commissioners. During the Amended Option period, staff will seek FTA and Board approval of the proposed final 75-year Ground Lease. A general and high level timeline for this project is as follows:

January 2019: Anticipated Board Approval to extend Option Agreement

January 2019 to Spring 2020: work with WSHFC, City, County, other local funding sources

Spring 2020: Final Design, application for permits, Ground Lease approval

Spring 2021 to Fall 2022: Construction

Early 2023: Full lease-up of apartments

STAFF RECOMMENDATION:

Authorize the CEO to execute the Amended Option to allow Multi-Service Center additional time until October 31, 2020 to complete project financing and other development plans for housing and supportive services for Veterans on a portion of the transit center at 1319 East 72nd Street, Tacoma, Washington.

ALTERNATIVES:

Do not execute the Amended Option. Alternatives would be to allow the Development Team to continue to attempt to secure financing without having an option in place (which will make securing funding more difficult for the Development Team), or release a Request for Proposals for development of the site to determine if other development teams could finance and build a TOD project with a different timeline.

PROPOSED MOTION:

Approve Resolution No. 2019-002 To Execute the First Amendment to the Development and Option Agreement for Purposes of Entering into and Executing a Real Property Lease with Multi-Service Center (MSC) and Shelter Resources Inc. (SRI) for a Portion of the Property At 1319 East 72nd Street, Tacoma, Washington for the development of housing for veterans and extending the term of the option to October 31, 2020.

RESOLUTION NO. 2019-002

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to
2 Execute the First Amendment to Development and Option Agreement for Purposes of Entering into and
3 Executing a Real Property Lease with Multi-Service Center and Shelter Resources, Inc., for a Portion of the
4 Property Located at 1319 East 72nd Street, Tacoma, Washington For Development of Housing for Veterans
5

6 WHEREAS, Pierce Transit owns a 2.6-acre property located at 1319 East 72nd Street in Tacoma,
7 Washington that is the site of the 72nd and Portland Transit Center and Park and Ride (the "Transit Center"); and

8 WHEREAS, the Federal Transit Administration (FTA) assisted with approximately 29% of the funding for
9 construction of the Transit Center; and

10 WHEREAS, Pierce Transit had identified the park and ride portion of the Transit Center as underutilized
11 land with potential for Transit-Oriented Development (TOD); and

12 WHEREAS, in 2015, Multi-Service Center (MSC) and Shelter Resources Inc. (SRI) proposed
13 development of a Veterans housing project on the park and ride and open space areas of the Transit Center;
14 and

15 WHEREAS, Pierce Transit advertised a Public Notice of Receipt of Unsolicited Proposal in August 2015
16 to allow for fair and open competition for the use of Agency real property; and

17 WHEREAS, no alternative proposals for the use of the Transit Center property were received; and

18 WHEREAS, the site is zoned for mixed-use development and is located in a commercial area with
19 access to shops and services, in addition to transit service, for future residents of the project; and

20 WHEREAS, MSC is a non-profit corporation that is a leader in bringing affordable housing options and
21 services to eliminate poverty in South King and Pierce Counties; and

22 WHEREAS, pursuant to authority granted by the Board in Resolution 16-037, on October 10, 2016,
23 Pierce Transit executed a Development and Option Agreement ("Option") for the Lease of Real Property with
24 MSC and SRI for a Portion of the Property Located at the Transit Center; and

25 WHEREAS, the Option granted MSC and SRI the exclusive option to lease the project site, during the
26 term of which the parties were expected to negotiate a long-term lease while MSC and SRI worked to: secure
27 funding; prepare proposed site plans, design and construction drawings, specifications, access and

1 construction management plan, and schedule; and provide a completion bond and premises restoration
2 bond.

3 WHEREAS, any Ground Lease negotiated during the Option period will be subject to approval by the
4 Board of Commissioners and FTA; and

5 WHEREAS, the Option expired on December 31, 2018; and

6 WHEREAS, MSC needs additional time to secure project financing; and

7 WHEREAS, the proposed First Amendment to the Option will provide additional time to allow the
8 developer to solidify project financing, plans and permits and complete due diligence; and

9 WHEREAS, the proposed First Amendment to the Option reserves to Pierce Transit the right to
10 terminate the option if the Agency receives an unsolicited offer for purchase or ground lease of the location
11 that, in Pierce Transit's sole discretion, is preferred (taking into account the probability of execution, public
12 benefit and furtherance of Pierce Transit's mission).

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

14 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to Execute the First
15 Amendment to the Development and Option Agreement for purposes of entering into and executing a Real
16 Property Lease with Multi-Service Center and Shelter Resources Inc. for a portion of the property located at
17 1319 East 72nd Street, Tacoma, Washington for the development of housing for veterans and extending the
18 term of the option to October 31, 2020.

19 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
20 the 14th day of January 2019.

21 PIERCE TRANSIT

22
23 _____
24 Nancy Henderson, Chair
25 Board of Commissioners
26
27

28 ATTEST/AUTHENTICATED

29
30 _____
31 Deanne Jacobson, CMC

Clerk of the Board

TITLE: Authorizing Amendment No. 6 with Technical Security Integration to Extend the Contract Term to August 31, 2019 and Increase the Not to Exceed Amount to \$1,206,894

DIVISION: Service Delivery & Support

SUBMITTED BY: J. Shane See, Physical Security Specialist

RELATED ACTION:

FS 14-155, Authority for the CEO to enter into a Contract with Technical Security Integration for Physical Security Maintenance and Alarm Monitoring Services.

EXHIBITS: None

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: PT-13-14, Security System Monitoring and Maintenance.

Operating Budget

Capital Budget

FUNDING SOURCE:	EXPLANATION:
Local Amount \$	This is an Operating expenditure and there are funds available in the Public Safety Operating budget to cover the expenditure.
Grant/Other Amounts \$	
Original Contract Expenditure Amount \$ 750,000	
Total Expenditures incurred from 2014-2018 \$ 1,031,894	
Estimated Expenditures for 2019 \$ 175,000 (not to exceed)	

BACKGROUND:

On August 21, 2014 the Board approved entering into a contract with Technical Security Integration for physical security maintenance and alarm monitoring services for a not to exceed amount of \$750,000 over the life of the contract. The contract was executed on September 1, 2014 and expires on January 31, 2019. Due to an extremely aging security system and degraded infrastructure, Pierce Transit staff did not fully anticipate the cost of repairs and equipment

replacement outside the planned monthly maintenance costs. As a result, expenditures have exceeded the authorized contract amount by \$281,894.

Staff will be issuing an RFP for a new contract for physical security and alarm monitoring services in 2019. To continue to maintain the security systems and ensure the safety of employees and physical assets, it is necessary to extend the current TSI contract until a new contract is in place. Staff anticipates that a new contract will be in place no later than August 31, 2019. The new total contract expenditures should not exceed \$1,206,894, which includes the amount expended to date of \$1,031,894 plus anticipated costs for the remaining term of the contract of \$175,000.

STAFF RECOMMENDATION:

Staff recommends amending the Contract to extend the term to expire on August 31, 2019 and increase the total not to exceed amount to \$1,206,894.

ALTERNATIVES:

Do not extend the contract term. If extending the contract with additional funding is not approved, there would be a lapse in service and maintenance to our critical security systems at all Pierce Transit locations until we get a new contract in place. Due to the amount of maintenance required to maintain the aging system, we will not be able to ensure the safety of our employees, assets or meet our safety policies.

PROPOSED MOTION:

Authorize the Chief Executive Officer to enter into and execute Amendment No. 6 with Technical Security Integration to extend the contract term to August 31, 2019 and increase the not to exceed amount to \$1,206,894.

TITLE: Authority to Execute an Amended Interlocal Agreement with Pierce County Sheriff’s Department for Law Enforcement Services

DIVISION: Service Delivery & Support

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

RELATED ACTION:

Resolution No. 16-049, authorizing execution of Interlocal Agreement with Pierce County Sheriff’s Department for Police Services, effective January 1, 2017 and extending through December 31, 2020.

ATTACHMENTS: Proposed Resolution Exhibit A, Proposed Agreement

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	\$ 3,630,205 per year	This is a two-year (2) agreement with the option to extend one year. Annual cost increases will be the prior year’s base, plus two percent (2%) or the growth in the previous year’s July to June Seattle Consumer Price Index for Urban Consumers (PCI-U) not to exceed five percent (5%).
Grant/Other Amounts	\$ 0	
Total Expenditure	\$ 3,630,205	

BACKGROUND:

Staff seeks authority to enter into an amended interlocal agreement with the Pierce County Sheriff’s Department for law enforcement services. Providing safe and reliable services to Pierce Transit’s customers is one of the Agency’s top priorities and this new scope re-allocates police resources to better serve our riders and patrons using the system.

The new agreement proposes to reallocate resources by eliminating the Deputy Chief position and adding a patrol deputy as detailed in Exhibit A. All other terms and conditions that were agreed to under the previous agreement adopted by Resolution No. 16-049 have been carried forward to the new proposed agreement and there are no new increased costs to Pierce Transit.

STAFF RECOMMENDATION:

Approve the proposed new contract with the Pierce County Sheriff's Department for law enforcement services as described in Exhibit A.

ALTERNATIVES:

Do not approve the proposed contract and instead utilize the existing contract. This is not preferred as the new contract allows Pierce Transit to better meet the expected level of coverage.

PROPOSED MOTION:

Approve Resolution No. 2019-002, authorizing the CEO to enter into and execute an amended interlocal agreement with Pierce County Sheriff's Department for Law Enforcement Services in substantially the same form as attached in Exhibit A, retroactive to January 1, 2019, and extending through December 31, 2020 with an optional one- year extension.

RESOLUTION NO. 2019-003

1 A RESOLUTION of the Board of Commissioners of Pierce Transit to Enter into and Execute an Amended
2 Interlocal Agreement with Pierce County Sheriff's Department for Law Enforcement Services
3

4 WHEREAS, an interlocal agreement with Pierce County Sheriff's Department is authorized by the
5 Interlocal Cooperation Act, RCW 39.34; and

6 WHEREAS, by Resolution No. 16-049, approved the 6th day of December 2016, the Board of
7 Commissioners authorized an interlocal agreement with the Pierce County Sheriff's Department to provide Law
8 Enforcement Services effective January 1, 2017 and extending through December 31, 2020; and

9 WHEREAS, providing safe and reliable services to Pierce Transit's customers is one of the Agency's top
10 priorities; and

11 WHEREAS, the proposed amendments to the interlocal agreement with the Pierce County Sheriff's
12 Department for Law Enforcement Services aim to better serve Pierce Transit riders and patrons using the system;
13 and

14 WHEREAS, the proposed amended agreement as set forth in Exhibit A reallocates resources by
15 eliminating the Deputy Chief position and adding a patrol deputy; and

16 WHEREAS, the terms and conditions of the contract approved under Resolution No. 16-049 have
17 otherwise been carried forward to the proposed amended agreement; and

18 WHEREAS, there are no unplanned, increased costs contemplated in the proposed agreement; and

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

20 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and
21 execute an amended interlocal agreement with the Pierce County Sheriff's Department for Law Enforcement
22 Services, retroactive to January 1, 2019, and extending through December 31, 2020 with a one-year optional
23 extension in substantially the same form as attached hereto as Exhibit A.
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ADOPTED by the Board of Commissioners of Pierce Transit at their special meeting thereof held on the 14th day of January 2019.

PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

**INTERLOCAL AGREEMENT BETWEEN
PIERCE COUNTY AND
PIERCE TRANSIT
RELATING TO LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is entered into by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (“County”) and **PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AUTHORITY**, a municipal corporation of the State of Washington (“Pierce Transit”) (together, “Parties”) as follows:

WHEREAS, Pierce Transit has requested the County provide certain law enforcement services to Pierce Transit; and

WHEREAS, the County has the resources necessary through the Pierce County Sheriff’s Department (PCSD) to provide law enforcement services to Pierce Transit; and

WHEREAS, the parties entered into an Interlocal agreement for law enforcement services on May 23, 2007, and subsequently amended that agreement on June 11, 2010, January 24, 2012, and December 4, 2014; and January 1, 2017; and

WHEREAS, after evaluating the scope of Pierce Transit’s need for law enforcement services, Pierce Transit seeks to enter into this new Interlocal Agreement (“Agreement”) for a new scope of work, and upon the effective date of this Agreement, any prior agreement between the Parties for law enforcement services shall be null; and

WHEREAS, the parties are authorized to enter into such agreements by virtue of RCW 39.34 and 35.02.225.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and Pierce Transit as follows:

SECTION 1. PURPOSE.

The purpose of this agreement is for the County to provide Pierce Transit with law enforcement services by and through PCSD.

SECTION 2. DIRECT SERVICES.

The County will provide law enforcement services as described in the categories below within the Pierce Transit service area, utilizing three (3) deputies per shift (day and night shifts) at ten (10) hours per shift from 0600 to 2400 Monday through Friday, and 0600 to 2300 on Saturday and Sunday at the level and cost as described in Exhibit “A” attached hereto and incorporated herein by this reference. However, the parties agree that this minimum requirement of three (3) deputies per shift may be waived on one day each week, to be determined and approved by the Pierce Transit Executive Director of Service Delivery and Support (Pierce Transit ED of SDS). The County shall coordinate with Pierce Transit to maximize coverage and efficiency in utilization of deputy assignments. The County is to provide sworn police services dedicated to Pierce Transit. In so doing, the law enforcement services shall be dedicated to Pierce Transit and shall not be used elsewhere within Pierce County; provided however, that in the event of

emergency or a call by an officer for assistance, then reasonable levels of mutual aid may be rendered.

- A. Patrol and Enforcement and Investigations Services. The County will provide patrol and enforcement services that will constitute the first response for the enforcement of state and local law and Pierce Transit Codes and Policies throughout Pierce Transit's system. As used herein, "patrol services" shall include reactive patrol to respond to Pierce Transit's staff, customers and business calls for services, proactive patrol to prevent and deter criminal activity at Pierce Transit facilities and throughout Pierce Transit operations, and any other lawful assignment Pierce Transit deems necessary. The County agrees to provide a total of twenty (20) full-time commissioned deputies, inclusive of Sergeants, K9 Unit, ~~Deputy Chief~~ and Chief of Public Safety as more fully detailed by rank in Exhibit "A". These deputies shall have full and adequate training and supervision provided by the County.

Deputies will be selected and supervised by the Public Safety Chief. In the event that a Deputy position cannot be filled due to a lack of applicants, or if applicant(s) are not successful during the selection process, the position will be filled according to the Pierce County Sheriff's Department guild contract, a current copy of which, and any changes thereto, shall be provided to Pierce Transit.

- B. Sergeants ~~and Deputy Chief.~~ The County will provide two (2) ~~Sergeants and one Deputy Chief, all of whom who~~ will be selected by the County. Pierce Transit may participate and provide input into the selection process. The Sergeants ~~and Deputy Chief~~ will be assigned to Pierce Transit to provide patrol supervision and assist the Public Safety Chief as directed. In the event that a Sergeant position cannot be filled due to a lack of applicants, or if applicant(s) are not successful during the selection process, the position will be filled according to the Pierce County Sheriff's Department guild contract.
- C. Public Safety Chief. The Public Safety Chief will handle and direct the day-to-day operational concerns for the Pierce Transit Department of Public Safety (DPS) in accord with the policies and direction for the DPS as identified by Pierce Transit and will serve as Pierce Transit's Chief of Public Safety. In addition, the Public Safety Chief or other designated supervisory staff will be available to Pierce Transit during certain days and hours, as mutually agreed to by the County and Pierce Transit for such activities as meetings of the Pierce Transit Board of Commissioners and appropriate community meetings. Selection of the Public Safety Chief to be assigned to Pierce Transit will be done by PCSD with the involvement of and input from the ED of SDS or designee.

The duties of the Public Safety Chief shall include, but are not limited to:

- i. To work with Pierce Transit ED of SDS to establish performance standards, goals and objectives for this Agreement and for the County's provision of law enforcement services to Pierce Transit.
- ii. Lead, be responsible for and coordinate DPS operations and activities, including hours of operation and Pierce Transit protocols and procedures, to carry out the performance standards, goals and objectives for this Agreement and for the County's provision of law enforcement services to Pierce Transit.
- iii. Direct, supervise, and review the performance of all PCSD deputies and supervisory staff. Report to PCSD any recommendations for performance improvement and upon request, provide to Pierce Transit copies of any such performance reviews.
- iv. Coordinate duties of officers assigned to Pierce Transit as specific needs arise, and as necessary to deliver on the performance requirements and standards of this Agreement. Report to PCSD any changes in duty of Pierce Transit assigned officers.
- v. Oversee the implementation within Pierce Transit of PCSD policies and procedures as necessary and appropriate for the County's provision of law enforcement services to Pierce Transit. Maintain, adhere to, administer, and enforce current Pierce Transit policies and procedures. Notify Pierce Transit ED of SDS of any County procedures or changes which either supplement or possibly detract from Pierce Transit's goals and objectives for the DPS.
- vi. Oversee the implementation of all Pierce Transit policies and procedures relating to police services. Provide to Pierce County Sheriff's Department (PCSD) any written information relative to police services created by Pierce Transit. Notify PCSD of all procedures which differ from PCSD policies and procedures.
- vii. Identify areas of supplemental training for officers assigned to Pierce Transit. Make recommendations to PCSD for supplemental training. Make recommendations to Pierce Transit CEO Designee for training not provided by PCSD.
- viii. Provide supervision and direction to all County deputies assigned to Pierce Transit as well as other assigned personnel, and liaison with PCSD command.
- ix. Supervise Pierce Transit staff in the following positions, subject to all Pierce Transit policies, rules, requirements, and the direction of the Pierce Transit ED of SDS with the assistance of the Pierce Transit Employee Services Department. All recommendations on hiring, discipline and

performance reviews of the following Pierce Transit employees shall be conducted in accord with the policies and procedures of the Pierce Transit Employee Services Department:

- a. Records Assistant – Executive Assistant
 - b. Public Safety Sergeants
 - c. Transit Security Specialist
 - d. Records Supervisor
- D. Canine Unit. The County has utilized grant funding to secure a bomb dog to be assigned to Pierce Transit in protection of the public transportation system. The County will pay all costs associated with the acquisition, care and maintenance of the canine, and will provide a fully-trained Canine Unit Deputy to handle the canine who will also maintain all necessary training. The canine and the Canine Unit Deputy are referred to together as the “K9 Unit”, and in addition to day to day policing of the Pierce Transit system, the K9 Unit will represent Pierce Transit at events as requested. Pierce Transit will provide information and statistics necessary for the County to meet grant expectations. Pierce Transit will allow the reasonable and limited use of the K9 Unit for mutual aide, but reserves the right to seek reimbursement if Pierce Transit interests are not maintained. Pierce Transit shall maintain this position as required by grant parameters.
- E. Training for Pierce Transit Employees. PCSD deputies may be asked to present to each transit operator or public safety officer training class and to other Pierce Transit staff with regard to law enforcement generally and/or the resources available under this Agreement. Any such duties will be included in the overall cost of staffing for this Agreement as set forth in Exhibit A.
- F. Charges for Optional Special Services. The PCSD is a full service police agency and a number of optional, specialized services can be provided at Pierce Transit’s request. To the extent Pierce Transit does not select one or more support services designated as optional special contract services, the County will not charge Pierce Transit for those services. In the event any of these services are deployed at the request of Pierce Transit, charges for such services will be as is set forth in Exhibit B, and if such services are not listed on Exhibit B, the parties hereto shall meet and confer to determine the specific cost arrangement for such services.
- G. Special Assignments. As used herein, “Special Assignment” is when a PCSD employee who is ordinarily assigned to Pierce Transit under this agreement is temporarily assigned by PCSD for another purpose and is therefore not performing services for Pierce Transit. Prior to any Special Assignment, the Pierce Transit ED of SDS will meet with the PCSD Undersheriff or delegate to review and mutually approve any Special Assignment activities and the duration of same. Prior approval shall not be required in the event of an emergency. Pierce Transit may revisit this term and negotiate alternative staffing, cost reductions or further modifications to the costs under this Agreement as a result of Special Assignments.

~~H. Use of Extra Duty Program in 2017. As the parties transition from extra-duty PCSD deputies to full time deputy staffing in 2017, Pierce Transit agrees that PCSD may utilize extra-duty deputies to supplement staffing levels until the full complement of 21 full time deputies are in place, provided that the 2017 total cost of \$3,510,642 as set forth in Exhibit A is not exceeded as a result of the use of extra-duty deputies without the advance written approval of the Pierce Transit ED of SDS and provided that Pierce Transit is billed as set forth in Section 3(E) herein only for actual services provided. As used herein, an “extra-duty” deputy is a PCSD deputy not usually assigned to Pierce Transit. In 2017, the rate for extra-duty deputy services is \$88/hr.~~

SECTION 3. COST OF SERVICES.

- A. Charges for services provided in 2017~~9~~. Base year costs and unit costs for law enforcement services for 2017~~9~~ are shown in Exhibit A and will be billed on the basis of actual services provided. All PCSD staff assigned to Pierce Transit and included in this Exhibit A will be fully trained through the PCSD, and will be supervised by and through the Public Safety Chief, ~~Deputy Chief~~ and ~~S~~ergeant positions.
- B. Annual Cost Increases for Direct Services. Except as modified below, the annual cost increase for direct services listed on Exhibit A for each year after 2017~~9~~ shall be the prior year’s base cost, plus two percent (2%) or the growth in the previous year’s July to June Seattle Consumer Price Index for Urban Consumers (CPI-U), not to exceed five percent (5%), whichever is higher, and the base cost shall increase in this manner for each subsequent calendar year of the contract.
- C. Purchase of Additional Special Services. For additional services requested pursuant to Section 2(E) herein, the County will provide additional personnel at the unit cost reflected in Exhibit B. Except as otherwise set forth herein, other services not reflected in Exhibits A or B may be provided at costs negotiated between Pierce Transit and the County.
- D. Special Event Services. Upon request by Pierce Transit’s ED of SDS that PCSD provide additional services for “special events,” such events will be staffed on an overtime basis over and above both the staffing level identified in section 2, first paragraph and the total set forth in Exhibit A. As used herein, “special events” are occurrences such as community events or concerts that take place on an infrequent and sporadic basis beyond Pierce Transit’s usual operations and which require additional public safety services.
- E. Billing Procedure. The costs of services as outlined will be billed monthly during the first week of each month by the County for the actual cost of services provided. Payments by Pierce Transit will be due 30 days after receipt of the invoice. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance from the date of delinquency until paid, at an interest of one half of one percent (0.5%) per month.

- F. Overtime. The compensation rate for employment of additional Sheriff's deputies in an overtime status shall be calculated annually on January 1st of each year and provided in writing to Pierce Transit. Pierce Transit shall not be required to pay overtime if the need for overtime is due to a staffing shortage. The 2017~~9~~ overtime rate shall be \$~~90.6488~~ per hour.
- G. For staff which are "newly hired" by PCSD to the position of Deputy and require completion of appropriate Academy and in-house training protocols, the cost for such staff billed to Pierce Transit shall be established as the following percentage costs listed in Exhibit "A" (as adjusted for annual C.P.I. increases referenced):

Pre-Academy and Academy Status: 77%

Post Academy (F.T.O.) in house training status: 96%

SECTION 4. REPORTING, RECORDS RETENTION, AUDIT, AND PUBLIC RECORDS.

- A. Notification of Significant Criminal Activity. The Public Safety Chief, or his or her designee, will immediately notify Pierce Transit ED of SDS of any significant criminal occurrences within the Pierce Transit system. The term "significant" shall be construed in this Agreement as felony offenses occurring on or within the Pierce Transit system of vehicles and facilities, any identified pattern of criminal activity within the boundaries of the Pierce Transit benefit area, or other offenses that the Public Safety Chief deems significant.
- B. Reports. In addition to reports that the Public Safety Chief and the Pierce Transit ED of SDS determine are reasonably necessary to measure the performance of the County under this contract and/or to determine the scope of Pierce Transit's policing service needs, the County shall provide the following written reports:

1) The following reports shall be provided monthly:

- a) Dispatched calls for service to include the time the call is received to the time of dispatch; the time of dispatch to arrival; and the time from arrival to clearance.
- b) Number of bus trips or service rides by County personnel;
- c) Number of civilian contacts by County personnel;
- d) Breakdown of transit-specific responses as opposed to non-transit assist responses;
- e) Summaries of Service Incident Report (SIRs);
- f) Verification of hours worked by PSO

2) The following reports shall be provided weekly:

- a) Staffing report
- b) Incident report

- c) Alert system on critical incidents
 - d) Overtime approval requests
 - e) Transit operator performance evaluations from ride alongs
- C. Records Retention and Audit. During the term of this Agreement and for a period of not less than six (6) years from the date of its expiration or earlier termination, the records and accounts pertaining to this Agreement and services provided hereunder are to be kept available by both Parties for inspection and audit by the other party and the State Auditor, and copies of all records, accounts, documents or other data pertaining to the Agreement or services provided hereunder will be furnished upon reasonable notice. If any litigation, claim or audit is commenced, records and accounts, along with any supporting documentation shall be retained until all litigation, claim, or audit has been resolved, even if such litigation, claim or audit continues past the six-year retention period.
- D. Disclosure of Public Records. The Parties acknowledge that all non-privileged non-exempt records that may be maintained by either party pursuant to this Agreement may be subject to disclosure under the Washington State Public Records Act, or other laws, and that disclosure of any such record(s) by either party shall not constitute a breach of this Agreement or a basis for claim by one party adverse to the other.

SECTION 5. HIRING, ASSIGNMENT, RETENTION, SUPERVISION, AND DISCIPLINE OF OFFICERS AND INDEPENDENT CONTRACTOR STATUS.

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

The County shall hire, assign, retain, supervise, and discipline all PCSD employees according to PCSD's collective bargaining agreement, civil service rules, and state and federal law. Provided, however that only qualified, trained officers meeting all of the requirements of applicable State laws or regulations may be utilized in the performance of services under this contract.

The County shall encourage officer retention to provide continuity of service, and promote diversity in the work force which is reflective of the diversity of the community.

Nothing in this agreement shall make any employee of Pierce Transit a County employee or any employee of the County 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 County or Pierce Transit employees by virtue of their employment.

SECTION 6. ADDITIONAL RESPONSIBILITIES OF THE PARTIES.

- A. Pierce Transit shall be additionally responsible to:
- i. With the assistance of the Public Safety Chief, develop and provide to the County the general policies, procedures, and standards by which Pierce Transit expects the County to provide law enforcement services for citizens who use Pierce Transit's transit system.
 - ii. To the extent reasonably possible taking into consideration local circumstances, endeavor as it adopts Code, policies, practices, rules or guidelines that relate to law enforcement or public safety to have such provisions be consistent with ordinances of the County or state law. It is recognized that it is in the interest of both parties to this agreement that reasonable uniformity of common regulations will promote efficient provision of law enforcement services. Nothing in this language shall prevent Pierce Transit from adopting Code provisions that it determines to be necessary and in its best interest.
 - iii. Provide and maintain the facility (ies) for all County personnel to deliver services under this contract.
 - iv. Provide, hire, retain, and employ Pierce Transit staff to provide security and citizen services such as those provided by the Public Safety Sergeants and Officers, Transit Security Specialist, Records Supervisor, Records Technician, and Office Assistant/Records Clerk, all of whom are and shall remain Pierce Transit employees, subject to applicable Pierce Transit policies, rules, procedures, guidelines, practices, and any applicable collective bargaining agreements.
 - v. Pierce Transit ED of SDS shall have the general duty and responsibility of providing to the assigned Public Safety Chief general direction relative to the furnishing of law enforcement services to Pierce Transit.
 - vi. Except as otherwise stated herein, supply at its own cost and expense any special supplies, stationary, notices, forms where such must be issued in the name of Pierce Transit.
- B. The County shall be additionally responsible to:
- i. Make operational and day-to-day decisions to implement Pierce Transit's general policies, procedures, and standards by which Pierce Transit expects the County to provide law enforcement services for citizens who use Pierce Transit's transit system.
 - ii. Serve as a subject matter expert to consult with Pierce Transit as needed in the development of Pierce Transit's policies relating to the provision of law enforcement services.

- iii. Keep Pierce Transit ED of SDS informed of PCSD policy, procedures, standards, rules, guidelines or best practices that may conflict with Pierce Transit policies, procedures, rules, or practices so that the parties may resolve any such disputes, and determine the appropriate course.
- iv. Provide all necessary supplies, vehicles, uniforms, weapons, and other equipment for law enforcement personnel to meet the level of service provisions as specified in this Agreement.
- v. The County Public Safety Chief shall maintain communication between Pierce Transit and PCSD command structures to ensure that changes in the County policies are agreeable to Pierce Transit and that changes in Pierce Transit policies are agreeable to the County.
- vi. Provide deputies who are trained on and equipped with such technology as is customarily provided to its patrol deputies. Such technology may include, but is not limited to: mobile data terminals (MDTs); AFIS; GIS; computer access to criminal history data and other like data; and other current technology utilized within law enforcement agencies. Any technology not currently in use or not customarily provided to patrol deputies, may be requested by Pierce Transit, and the County and Pierce Transit agree to meet and confer over the need, with the County having final decision-making authority on whether or not such technology will be utilized or implemented in support of this agreement.

C. Both parties will:

- i. In the implementation of the law enforcement services to be provided by the County, regularly meet and confer to assure that the implementation of services is consistent with Pierce Transit's priorities.
- ii. Collaborate to establish a list of policies and procedures that are subject to Pierce Transit control and those that are subject to County control.
- iii. Maintain communication between the Public Safety Chief and the Pierce Transit ED of SDS so that the following contract management direction is provided by the Pierce Transit ED of SDS:
- iv. In the event a Pierce Transit procedure, policy goal or operation differs from the County's, and there is a need for resolution of the issue, Pierce Transit ED of SDS and PCSD shall negotiate to reach a final determination as to which policy will prevail.
- v. Pierce Transit and County will equally share responsibility and liability for any mutually-negotiated deviation from standard County procedure, policy or operation.

SECTION 7. ADDITIONAL TRAINING.

Pierce Transit may seek to have the deputies assigned to duty within Pierce Transit limits attend additional or supplemental training specific to Pierce Transit's work. Such training would be requested by Pierce Transit and subject to approval by the Sheriff who will not unreasonably withhold his/her approval. Such training shall be done at the sole cost and expense of Pierce Transit.

SECTION 8. COMMUNITY IDENTITY ON UNIFORMS.

PCSD will maintain a uniform for its officers. Pierce Transit acknowledges that the assigned personnel shall retain the uniform of the PCSD; however, the County agrees that assigned personnel may wear additional identification in the nature of a pin, patch, or other like identification indicating affiliation with Pierce Transit. The nature and design of any additional identification will be determined jointly by the Sheriff and Pierce Transit and provided to PCSD by Pierce Transit.

SECTION 9. CONTRACT ADMINISTRATION.

- A. Daily Operations. Pierce Transit ED of SDS shall be responsible for communicating with the Public Safety Chief about the general direction of the Pierce Transit DPS and the general administration of this contract for Pierce Transit. This designation shall not intrude upon the province of the PCSD staff in the actual delivery of police services, but shall be the method of liaison and communication through Pierce Transit and PCSD command structure.
- B. Dispute Resolution. In the event of a dispute with regard to this agreement, Pierce Transit ED of SDS shall discuss the dispute with the Public Safety Chief in an attempt to resolve the problem. Any problem which cannot be resolved by the Pierce Transit ED of SDS and the Public Safety Chief shall be referred to the Pierce County Sheriff who will negotiate with the Pierce Transit CEO. If the dispute cannot be resolved by Pierce Transit CEO and the Pierce County Sheriff, the parties agree to participate in non-binding mediation before a third party whose selection will be mutually agreed upon. The cost of mediating the dispute will be borne equally by both parties.

SECTION 10. TERM OF AGREEMENT AND TERMINATION.

The term of the Agreement shall commence on January 1, 2017~~9~~ and extend through December 31, 2020 ("End Date") with one (1) optional one (1) year extension unless the termination process outlined herein is invoked. Any extension or amendment must be in writing and agreed to by the parties.

- A. Process for Termination: If either party desires to terminate the Agreement prior to the End Date, that party shall provide eighteen months' advance written notice of termination prior to termination. Once notice of termination is given, the parties shall work together to develop a transition plan which shall be established no later than one hundred and eighty (180) days prior to the effective date of the

termination and shall provide for an orderly transition of police service responsibilities from the County to Pierce Transit.

- B. Transition Plan: The Transition Plan shall identify and address any personnel, conveyance of equipment to Pierce Transit (if applicable), workload, assignment and any other issues related to the transition. Each party shall bear its own cost in developing the transition plan.
- C. Implementation of Plan. The County and Pierce Transit agree to use best efforts to implement the transition plan to provide an ordered, effective transition of services.
- D. Option to Purchase Vehicles. At the termination of this contract, Pierce Transit shall have the option to purchase the County owned vehicles assigned to Deputies for Pierce Transit at the then-existing undepreciated value of those vehicles.
- E. Unplanned Fiscal Impacts: Due to circumstances beyond Pierce Transit's control, if Pierce Transit's revenues experience an unplanned major fiscal disruption, or if funds are not allocated in the Pierce Transit budget for these services, Pierce Transit may need to eliminate sworn positions provided by the County to Pierce Transit. When eliminating positions, Pierce Transit shall provide the County with the following advance notice:

One Position: 30 days' notice

Two to three positions: 90 days' notice

Four or more positions: 180 days' notice

It is acknowledged that this staffing reduction in basic patrol will negate the minimum staffing proviso as described in Section 2.A., provided that Pierce Transit gives the above-indicated advance notice to the County, and provided that the resultant minimum staffing level is mutually agreed upon by both Pierce Transit and the County.

The County shall provide a credit based on the amounts set forth in Exhibit A for any budgeted position vacated after 30 consecutive days.

SECTION 11. INDEMNIFICATION AND DEFENSE.

To the extent permitted by law, the County shall defend, indemnify, and hold harmless Pierce Transit, its officers, employees, and agents from any and all costs, including reasonable attorney fees, claims, judgments, or awards or damages, resulting from acts or omissions of the County, its officers, employees, or agents arising out of or in connection with the performance of this Agreement except for injuries, damages and judgments caused by the sole negligence of Pierce Transit.

In executing this Agreement, the county does not assume liability or responsibility for or in any way release Pierce Transit from any liability or responsibility which arises in whole or in part from the existence or effect of Pierce Transit's ordinances, rules, regulations, resolutions, customs, polices or practices. If any cause, claim, suit, action or administrative proceeding is

commenced in which the enforceability and/or validity of any such Pierce Transit ordinance, rule, regulation, resolution, custom, policy or practice is at issue, Pierce Transit shall defend the same at its sole expense, and if judgment specifically attributable to such Pierce Transit provisions, is entered and damages are awarded against Pierce Transit, the County, or both, Pierce Transit shall satisfy the same, including all chargeable costs and reasonable attorney's fees and costs.

To the extent permitted by law, Pierce Transit shall defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, including reasonable attorney fees, claims, judgments, or awards of damages, resulting from acts or omissions of Pierce Transit, its officers, employees or agents arising out of or in connection with the performance of this Agreement except for injuries, damages, judgments caused by the sole negligence of the County.

In executing this Agreement, Pierce Transit does not assume liability or responsibility for or in any way release the county from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinance, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the County shall defend the same at its sole expense, and if judgment is entered and damages are awarded against the County, Pierce Transit, or both, the County shall satisfy the same, including all chargeable costs and reasonable attorney's fees and costs.

It is further understood that no liability shall attach to either Party by reason of entering into this Agreement, except as expressly provide herein.

If the claim, suit or action for injuries, death or damages as provided for in the proceeding paragraphs of this Agreement is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees, and (b) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided for in this paragraphs shall be valid and enforceable only to the extent of the indemnitor's negligence.

In addition to this mutual indemnification and defense provision in this Section 12, the parties acknowledge that any mutually agreed change to County procedure, policy, or operation is subject to the terms of Section 6(C) (iii) (b) herein.

Defense and indemnification obligations shall survive the expiration or termination of this Agreement.

SECTION 12. NO THIRD PARTY BENEFICIARY.

The County does not intend by this agreement to assume any contractual obligations to anyone other than Pierce Transit, and Pierce Transit does not intend by this agreement to assume any contractual obligations to anyone other than the County. The County and Pierce Transit do not intend that there be any third-party beneficiary to this agreement.

SECTION 13. INSURANCE COVERAGE.

The County shall maintain at all times during the course of this agreement a general liability insurance policy or a program of self-insurance which includes coverage for personal injury, bodily injury, property damage, law enforcement professional liability, and employment practices liability 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 and shall name Pierce Transit as an additional insured on any such policies.

SECTION 14. NON-DISCRIMINATION.

The County and Pierce Transit certify that they are Equal Opportunity Employers. The County shall remain committed to encourage a diverse workforce for law enforcement in Pierce Transit. Both parties shall comply with all applicable federal, state and local laws, rules and regulations pertaining to nondiscrimination, and that during the performance of this Agreement, no party shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupation qualification in the administration or delivery of services or any other benefit under this Agreement.

SECTION 15. ASSIGNMENT.

Neither the County nor Pierce Transit shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 16. NOTICE.

Any formal notice or communication to be given by the County to Pierce Transit under this agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce Transit
P.O. Box 99070
Lakewood, WA 98496
Attn: General Counsel

Any formal notice or communication to be given by Pierce Transit to the County under this agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce County Sheriff Department
930 Tacoma Avenue South, 1st Floor,
County-City Building
Tacoma, Washington 98402-2100
Attn: Policy and Outreach Manager

The title and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either Pierce Transit or the County giving notice thereof to the other as herein provided.

SECTION 17. WAIVER.

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this agreement.

SECTION 18. AMENDMENT.

Provisions within this agreement may be amended with the mutual consent of the parties hereto. No additions to, or alternation of, the terms of this agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

SECTION 19. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING.

This Interlocal Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Interlocal Agreement.

SECTION 20. 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.

SECTION 21. CONFLICTS.

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

SECTION 22. ENTIRE AGREEMENT.

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year the last signature hereto is affixed.

PIERCE TRANSIT

PIERCE COUNTY:

Sue Dreier, Chief Executive Officer

Prosecuting Attorney

Date: _____

Date: _____

Attorney (Approved as to Form)

Budget and Finance

Pierce County Sheriff

County Executive

EXHIBIT “A” – 20197 COST EXHIBIT

All costs will be billed to Pierce Transit on the basis of actual services provided.

Description	Number/Type	Unit Cost	Total Cost
Command	1 Public Safety Director	\$195,092	\$ 195,092
Command	1 Asst. Chief	\$195,092	195,092
Supervision	2 Sergeants	-\$177,098	-354,196
Patrol	15 Deputies	-\$162,122	2,431,830
Canine Unit	*1 Deputy	-\$172,310	-172,310
Total	20 F.T.E.		\$3,348,520

* Canine Bomb Dog Deputy rate includes 6% for special assignment.

Function	Number/Type	Unit Cost	Total Cost
Command	1 Public Safety Chief	\$ 206,973	\$ 206,973
Supervision	2 Sergeants	187,883	375,766
Patrol	16 Deputies	171,995	2,751,920
Canine Unit	*1 Deputy	182,803	182,803
Total			\$ 3,517,462

*Bomb Dog Deputy rate includes 6% for special assignment.

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Exhibit “B”

2017~~9~~ Specialized Services Rates

Service	Incident Rate
Canine	No charge
SWAT	\$10,875
Hazardous Devices	No charge
Lab Team	No charge
Air Ops	No charge
Detective	\$1 1206 hr., per officer (3 hr. minimum)
Forensic	\$1 0903 hr., per officer (3 hr. minimum)
Marine	\$1 1206 hr. per officer (3 hr. minimum)
Special Event (overtime rate)	\$ 93.6488 /hr.