

Transportation Benefit District Executive Committee

Douglas G. Richardson, Chair
Connie Ladenburg, Vice Chair
Dan Roach, Member

Acting Clerk: Linda Medley, (253) 798-3647

AGENDA

Meeting Date: April 4, 2017

Time: 9:30 a.m.

Place: Pierce County Council Chambers
930 Tacoma Avenue South, **Room 1045**, Tacoma, WA

Agenda Items:

1. Call to Order
2. Roll Call
3. Approval of Agenda for April 4, 2017
4. Approval of Minutes: February 7, 2017
5. Public Comment
6. Resolution No. 2017-1 (Recommendation): Operating Rules Amendment to Provide Advance Meeting Notification (Rod Kaseguma, Inslee, Best, Doezie & Ryder, P.S.)
7. Motion: Personal Services Agreement for Legal Services (Rod Kaseguma)
8. Discussion: Approval of Contracts (Rod Kaseguma)
9. Discussion: Transportation Advisory Commission (TAC) Update (Brian Stacy and Toby Rickman, Public Works)
10. Discussion: Review of Revised Transportation Plan Presentation to Board of Governors (Brian Stacy, Public Works)
11. Adjournment

The Board encourages public participation. You may also provide written comments at any time up to final adoption of a proposal.

MINUTES
PIERCE COUNTY TRANSPORTATION BENEFIT DISTRICT
EXECUTIVE COMMITTEE
February 7, 2017

Minutes of the Pierce County Transportation Benefit District Executive Committee are not verbatim; however, audio recordings are available upon request.

1. Call to Order

The Pierce County Transportation Benefit District Executive Committee meeting was called to order at 9:34 a.m. by Chair Richardson.

2. Roll Call

Executive Committee Members present: Connie Ladenburg, Dan Roach, and Doug Richardson, Chair.

Staff present: Tammi Lewis, Roach's Assistant; Linda Medley, Meeting Clerk; and Hugh Taylor, Senior Research Analyst.

Others present: Erin Babbo, Communications Specialist; Rory Grindley, Public Works Department; Jesse Hamashima, Public Works Department; and Brian Stacy, Public Works Department.

3. Approval of Agenda

Ladenburg moved approval of the Meeting Agenda as presented; motion seconded and passed on a voice vote.

4. Approval of Minutes: January 10, 2017

Ladenburg moved approval of the January 10, 2017, Transportation Benefit District Executive Committee meeting minutes; motion seconded and passed on a voice vote.

5. Public Comment

There was none.

6. Discussion: Personal Services Agreement for Legal Services

Stacy provided background information and referred to the draft Personal Services Agreement for consideration (contained in the meeting file as Handout No. 1). He pointed out the contract was drafted for Rod Kaseguma, although another individual could be chosen, and he explained why they feel Kaseguma is the best choice. Discussion followed and he responded to questions of Governors on the specifics of the contract and the process for payment. Grindley pointed out the Executive Committee approves the contract for approval at the full Board meeting scheduled for April 18, and he noted Kaseguma has agreed to provide services prior to approval and execution of the contract. Stacy then addressed the "Approved as to legal form only" portion of the contract and discussion followed. Medley provided an update on what the Flood Control Zone District decided in this regard.

Ladenburg moved to forward the Personal Services Agreement for legal services, as amended (removing the "Approved as to form only" portion from the contract), to the full Board of Governors with a do pass recommendation; motion seconded and passed on a voice vote.

7. **Discussion: Transportation Advisory Commission (TAC) Update**

Stacy outlined and provided an update on what occurred at the first TAC meeting, and he noted traffic impact fees will be the primary topic at the February 16 meeting.

8. **Discussion: Review of Transportation Plan Presentation to Board of Governors**

Stacy provided an overview by way of a PowerPoint presentation (contained in the meeting file as Handout No. 2). Discussion followed.

9. **Adjournment**

There being no further business before the Transportation Benefit District Executive Committee, the meeting was adjourned at 10:31 a.m.

Attest:



Linda Medley
Acting Clerk of the Board

Approved:

Douglas G. Richardson, Chair
Transportation Benefit District
Executive Committee

Date Approved

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5
6 **RESOLUTION NO. 2017-1**
7
8

9 **A Resolution of the Pierce County Transportation Benefit District, Relating**
10 **to Notice of Board and Executive Committee Meetings, and**
11 **Adding a New Section to the District Operating Rules.**
12

13
14 **Whereas**, by Resolution No. 2016-1, the Board of Governors established rules
15 for the operation of the District, which include, among other things, the date, time and
16 place of the regular meetings of the Board and the Executive Committee; and
17

18 **Whereas**, by informal procedure, Pierce County staff supporting the District, in
19 consultation with the Chair of the Board, has been preparing the agenda and
20 attachments for every Board and Executive Committee meeting, and has been
21 distributing, posting and making available the agenda and attachments by noon of the
22 second business day before the day of a regular meeting, and twenty-four (24) hours
23 before the time of a special meeting; and
24

25 **Whereas**, to emphasize the importance of distributing, posting and making
26 available the agenda and attachments prior to a regular or special meeting of the Board
27 or Executive Committee, the Board of Governors desires to amend its Operating Rules
28 to adopt a rule for preparation, approval, distribution, posting and availability of the
29 agenda and attachments for Board and Executive Committee meetings; **Now, therefore**
30

31 **BE IT RESOLVED by the Board of Supervisors of the Pierce County Flood**
32 **Control Zone District as follows:**
33

34 Section 1. A new Section 9 is added to the District Operating Rules and
35 Resolution No. 2016-1 as follows:
36

37 "Section 9. Agenda for and Notice of Board and Executive Committee
38 Meetings."

39
40 A. The Chair or designee (hereafter, the "Chair") shall prepare an agenda for
41 each Board and Executive Committee meeting. The Chair shall determine the
42 order of and items on the agenda, taking into account the order of and items on
43 previous agendas.
44

45 B. The Chair shall attach to the agenda all documents identified or
46 referenced in the agenda, including but not limited to reports, agreements,
47 resolutions, and written motions (hereafter, the agenda and the documents are
48 collectively the "Meeting Packet").

1
2 C. For regular meetings of the Board or the Executive Committee, the Chair
3 shall cause the Meeting Packet to be distributed to the Governors, posted on the
4 District's website, and made available at the office of the Clerk of the Board by
5 noon of the second business day before the day of the meeting. For example, if
6 the regular meeting is on a Tuesday, the Meeting Packet shall be distributed,
7 posted and made available by noon on Friday.
8

9 D. For special meetings of the Board or the Executive Committee, the Chair
10 shall cause the Meeting Packet to be distributed to the Governors, posted on the
11 District's website, delivered to entities that have on file with the Board a written
12 request to be notified of special meetings (as provided for in RCW 42.30.080),
13 and made available at the office of the Clerk of the Board at least twenty-four
14 (24) hours before the time of the special meeting.
15

16 E. If State law or District resolution requires notice of a public hearing to be
17 published a certain number of days before the public hearing, the Chair shall
18 cause the notice to be published as required. Any documents identified or
19 referenced in the notice, including but not limited to reports, agreements,
20 resolutions, and written motions, shall be posted on the District's website and
21 made available at the office of the Clerk of the Board concurrently with
22 publication of the notice.
23

24 F. The failure of the Chair to comply with any Meeting Packet requirement of
25 this Section shall not invalidate or adversely affect an otherwise legal action
26 taken at a meeting; provided that no action shall be taken by the Board of
27 Governors on any resolution which has not been distributed, posted, and made
28 available in accordance with the provisions of Subsections 9.C. and 9.D. of this
29 Section."
30

31
32 **ADOPTED this _____ day of _____, 2017.**
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35

36 **ATTEST:**
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**PIERCE COUNTY TRANSPORTATION
BENEFIT DISTRICT**
Pierce County, Washington

41 _____
Linda Medley, Acting Clerk of the Board

Douglas G. Richardson, Board Chair

PERSONAL SERVICES AGREEMENT

CONTRACT NO. _____

Inslee, Best, Doezie & Ryder, P.S., hereinafter called **Contractor**, and Pierce County Transportation Benefit District, hereinafter called **District**, agree as set forth in this Agreement, including: (General Conditions), pp. 2 to 6; Exhibit A (Scope of Work), p. 7; and Exhibit B (Compensation), p. 8, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 1st day of January, 2017, and shall, unless terminated or renewed elsewhere in the Agreement, terminate on the 31st day of December, 2018.

The maximum consideration for this Agreement shall not exceed \$90,000, or \$45,000 per year. The District has established the following financial expenditure worktag for this Agreement, which shall be included on all billings or correspondence in connection therewith: Fund 150-00 / BU 54440P0 / P-110547 / Cat. 41.000100.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 4, 12, 19, and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2017.

CONTRACTOR:

DISTRICT:

INSLEE, BEST, DOEZIE & RYDER, P.S.
Rod P. Kaseguma

Approved:

Signature Date

Chair, Board of Governors Date

Vice President
Title of Signatory Authorized by Firm Bylaws

Address:
10900 NE 4th Street, Suite 1500
Bellevue, WA 98004

Mailing Address:
PO Box 90016
Bellevue, WA 98009-9016

Contact Name: Rod P. Kaseguma

Contact Phone: (425) 450-4241

Contact Email: rkaseguma@insleebest.com

CONTRACTOR:

Complete the tax status information for **one** of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

SOLE PROPRIETOR:

Business Owner's Name

Business Owner's Social Security Number

DBA/Business or Trade Name (if applicable)

PARTNERSHIP:

Name of Partnership

Partnership's Employer Identification Number

CORPORATION:

Inslee, Best, Doezie & Ryder, P.S.
Name of Corporation

91-0872275
Corporation's Employer Identification Number

GENERAL CONDITIONS

1. Scope of Contractor's Services:

The Contractor agrees to provide to the District services and any materials set forth in the project narrative identified as Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the District, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the District, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the District, (hereinafter referred to as the "Contracting Officer"), the District will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the District shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the District voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any District benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to District employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the District, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the District, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

5. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the District at the present time or in the future.

6. Taxes:

The Contractor understands and acknowledges that the District will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the District to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the District against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The District will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the District does not hold title. The District is exempt from Federal Excise Tax.

7. Regulations and Requirement:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "C."

8. Right to Review:

This contract is subject to review by any Federal or State auditor. The District or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by District agents or employees, inspection of all records or other materials which the District deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

9. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

10. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the District may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the District's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the District resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the District in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the District by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. Termination for Public Convenience:

The District may terminate the contract in whole or in part whenever the District determines, in its sole discretion, that such termination is in the interests of the District. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the District at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the District.

12. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the District, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the District, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the District, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the District, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the District or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees."

13. Insurance Requirements

The insurance coverages specified in this paragraph (13.) are required unless modified by Attachment A of this agreement. If insurance requirements are contained in Attachment A they take precedence.

The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons authorized by the State of Washington, professional liability insurance:

Commercial Automobile Liability

Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence OR combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.

Commercial General Liability

Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence OR combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.

Professional Liability Insurance

Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this contract.

The District shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the Contractor shall be primary over any insurance carried by the District. The Contractor shall provide a certificate of insurance to be approved by the District prior to contract execution, which shall be attached to the contract.

Such insurance policies or related certificates of insurance shall name the District as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. The Contractor may comply with these insurance requirements through a program of self insurance that meets or exceeds these minimum limits. The Contractor must provide District with adequate documentation of self insurance prior to performing any work related to this contract and treat the District as an insured under the indemnity agreement. Should the Contractor no longer benefit from a program of self-insurance, the Contractor agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given to prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

The District shall have no obligation to report occurrences unless a claim is filed with the District; nor shall the District have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished the District prior to the date of cancellation, change or nonrenewal.

14. Industrial Insurance Waiver

With respect to the performance of this Agreement and as to claims against the District, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

15. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

16. Withholding Payment:

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the District may withhold from amounts otherwise due and payable to Contractor the amount determined by the District as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the District promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The District may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the District under this clause.

17. Future Non-Allocation of Funds:

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the District will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by district resolution. No penalty or expense shall accrue to the District in the event this provision applies.

18. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the District. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement:

Contractor will defend and indemnify the District from any claimed action, cause or demand brought against the District, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the District in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by the District of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the District the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the District.

20. Disputes**a. General**

Differences between the Contractor and the District, arising under and by virtue of the Contract Documents shall be brought to the attention of the District at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the District, or (2) the happening of any event or occurrence, unless the Contractor has given the District a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the District. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time

claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the District, the Contractor has given the District a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the District.

22. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the District or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the District legal counsel or an order entered by a court after having acquired jurisdiction over the District. Contractor shall immediately give to the District notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the District, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

23. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the District, and to the District Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4673. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

24. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

25. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

26. Waiver of Non Competition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the District, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the District.

27. Survival:

The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, and 26, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

28. Entire Agreement: This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

Contractor Name: Inslee, Best, Doezie & Ryder, P.S.

Contract No. _____

EXHIBIT "A"
(SCOPE OF WORK)

The Contractor agrees to provide legal services on a continuing basis as general legal counsel on matters and litigation assigned by the Chair of the Board of Governors of the Pierce County Transportation Benefit District, or their designee.

EXHIBIT "B"
(COMPENSATION)

Contractor will charge for services by the billable hour, as follows:

Municipal Partners	2017 RATES	2018 RATES
Rod P. Kaseguma	\$320	\$330
John W. Milne	\$320	\$330
Kinnon W. Williams	\$320	\$330
William A. Linton	\$310	\$320
Kathy F. Weber	\$310	\$320
Eric C. Frimodt	\$310	\$320
Rosemary A. Larson	\$300	\$310
Dawn F. Reitan	\$300	\$310
Other municipal group partners (if added)	\$300	\$310
Associates		
If used	Regular firm hourly rates	Regular firm hourly rates
Other firm partners		
If used	10% less than regular firm hourly rates	10% less than regular firm hourly rates
Firm Paralegals		
If used	\$205	\$215

The District shall be responsible for third party costs (e.g., expert witness fees). Except for unusual cases, Contractor will not advance funds to pay third party costs, and invoices for those costs will be forwarded to the District for payment. Contractor will bill the District for out-of-pocket expenses incurred on the District's behalf, including but not limited to court fees, deposition costs, photocopying, long distance telephone, special mailing or courier, telecopying, telex, travel expenses and computerized legal research.

Pierce County
Transportation Benefit District
Presentation to the Board of Governors

Transportation Planning, Policies, Projects, and Strategies

Pierce County Department of Planning and Public Works

- *Brian Stacy, P.E., County Engineer*

April 18, 2017

Transportation Planning Policies, Projects, and Strategies

Pierce County
Transportation Benefit District

What this Presentation Offers....

We will talk about the Relationship of Transportation Planning Policies with
Projects and Strategies

Going Back to Our Last Presentation....

Last Presentation Discussed...
The "Ideal" Project – Orderly, Sequential, Linear.....



The Reality



- ❖ Long Planning Timeline before funding
- ❖ Non-continuous in “flow”
- ❖ Funding may be incremental in nature

Working Definition of Transportation Planning

- Transportation Plans are created through open discussions of what is needed to move people and goods. Plans consider:
 - A. Available Resources (such as \$)
 - B. The “bigger picture” of what a community wants to achieve
 - C. How to get there
 - D. Contains Policies, Projects, Strategies

Here Are Our Current Transportation Plan Recommendations

Pierce County
Transportation Benefit District

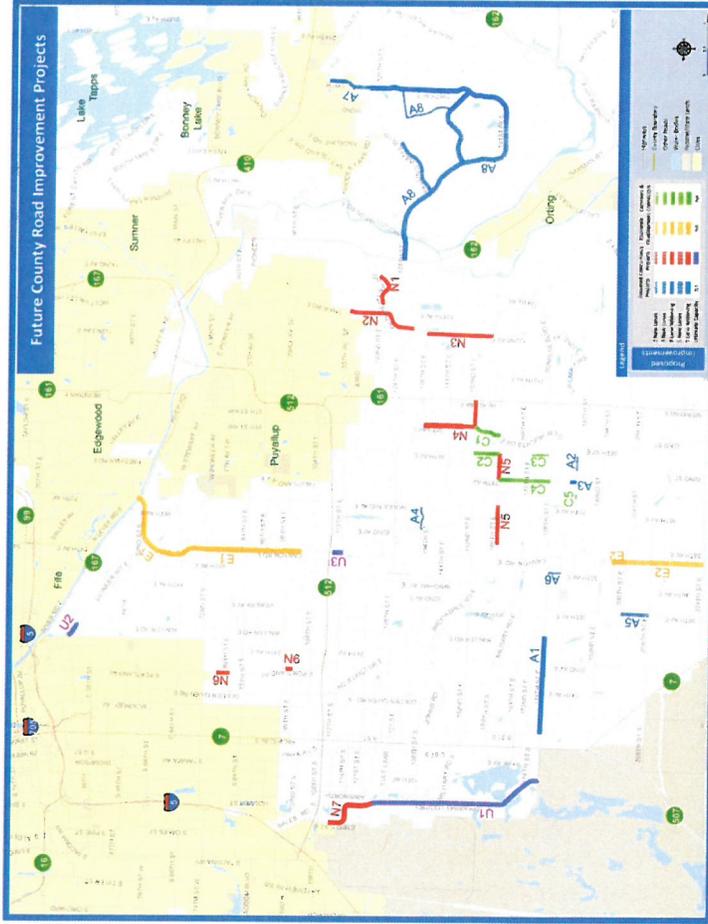
County Road Improvement Needs to Serve New Growth by 2030

Proj ID	Facility Name	Facility Limits	Proposed Improvements
C1	92ND AV E	152 ST E TO 160 ST E	2 NEW LANES W/ CENTER TURN LANE & ADD CHANNELIZATION TO A 2 LANE ROAD
C2	86TH AV E	152 ST E TO 160 ST E	2 NEW LANES W/ CHANNELIZATION & ADD CHANNELIZATION TO A 2 LANE ROAD
C3	86TH AV E	170 ST E TO 175 ST CT E	2 NEW LANES
C4	78TH AV E	160 ST E TO 176 ST E	2 NEW LANES W/ CENTER TURN LANE & ADD CENTER TURN LANE TO A 2 LANE ROAD
C5	184TH STE	74 AV E TO 73 AV E	2 NEW LANES
E1	CANYON RD NORTH E EXT	99 ST CT E TO N LEVEE RD E	4 NEW LANES W/ CENTER TURN LANE & WIDE TO 4 LANES W/ CENTER TURN LANE
E2	CANYON RD E SOUTH EXT	196 ST E TO 224 ST E	WIDE TO 4 LANES W/ CENTER TURN LANE & ADD CHANNELIZATION TO A 2 LANE ROAD
N1	122ND STE/MILITARY RD E	MILITARY RD E TO 120 ST E	ADD CENTER TURN LANE TO A 2 LANE ROAD
N2	MILITARY RD E/SHAW RD E	RESERVOIR RD E TO PUYALLUP C/L	ADD CENTER TURN LANE TO A 2 LANE ROAD
N3	122ND AV E	136 ST E TO SUNRISE PKWY E	ADD CENTER TURN LANE TO A 2 LANE ROAD
N4	94TH AV E/152ND ST E	136 ST E TO SR 161	WIDE TO 4 LANES W/ CENTER TURN LANE & ADD CHANNELIZATION TO A 2 LANE ROAD
N5	160TH ST E	58 AV E TO 70 AV E & 78 AV E TO 86 AV E	ADD CENTER TURN LANE OR CHANNELIZATION TO A 2 LANE ROAD
N6	PORTLAND AV E	97 ST E TO 99 ST E & APPROX. 1342' S OF 72 ST E TO 80 ST E	ADD CENTER TURN LANE TO A 2 LANE ROAD
N7	SPANAWAY LOOP RD S /STEELE ST S	TULE LAKE RD S TO 112 ST S	WIDE TO 4 LANES W/ CENTER TURN LANE

- ❖ This table from the Transportation Element/Plan represent the roadway projects supporting Economic Development, Capacity, and Connectivity in the County.
- ❖ Projects excluded from this listing are the development related projects that were not assumed to be financed by the County.

Map of Transportation Plan Recommendations (as found in the Transportation Plan/Element)

Pierce County
Transportation Benefit District

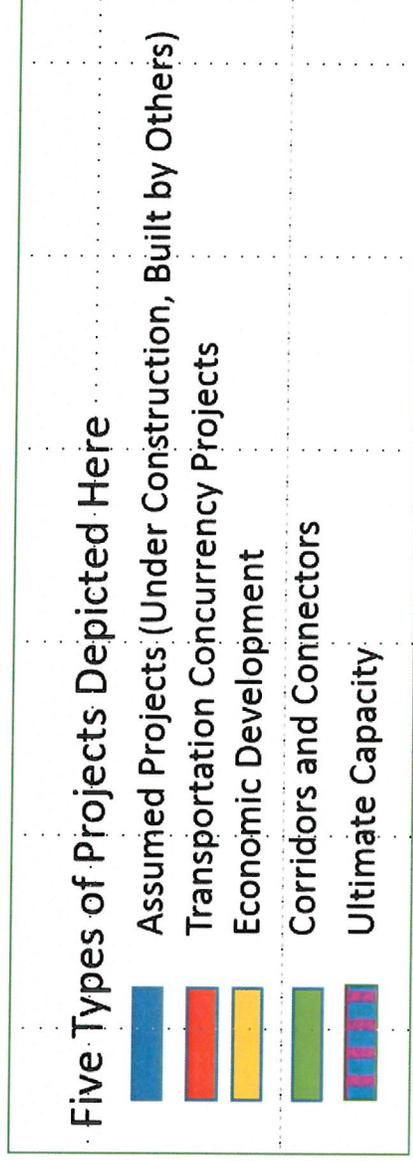


Five Types of Projects Depicted Here

- Assumed Projects (Under Construction, Built by Others)
- Transportation Concurrence Projects
- Economic Development
- Corridors and Connectors
- Ultimate Capacity

Transportation Plan Recommendations

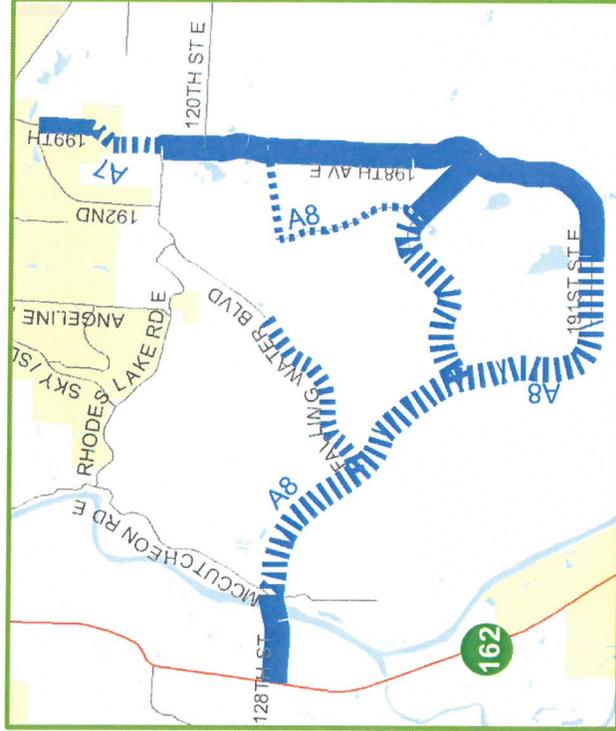
The Next Five Slides Illustrate a Cross Section of Project Categories



Transportation Plan Recommendations

Assumed Projects (Under Construction, Built by Others)

Pierce County
Transportation Benefit District

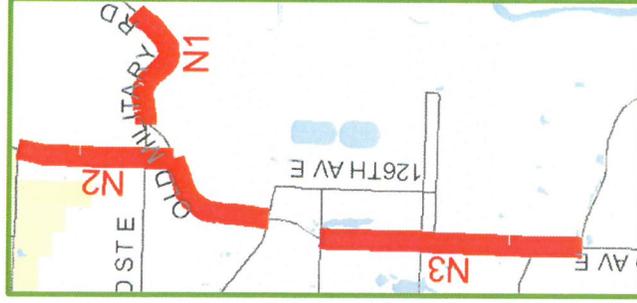


- ❖ Shown here are the planned roadway (and bridge) improvements associated with development on the Orting Plateau.

Transportation Plan Recommendations

Pierce County
Transportation Benefit District

Transportation Concurrency Projects



GOAL T-25

Establish service standards for County arterials and reflect the level of service standards for state highways to monitor the performance of the system, evaluate improvement strategies, and facilitate coordination for funding.

T-25.1

Annually report transportation concurrency on County roadways based on the adopted County service standard, which reflects the maximum allowable level of congestion on roadways.

Transportation Plan Recommendations

Economic Development



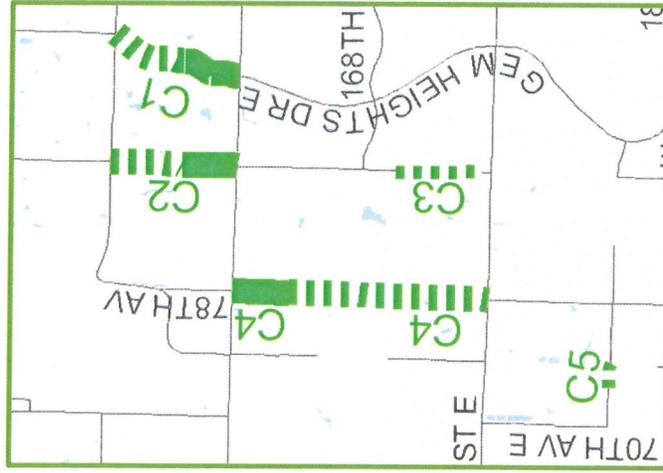
T-5.1 Upgrade or build new transportation facilities to encourage and support growth and economic development in urban areas of the County.

T-6.1 Provide for the needs of freight movement and employees to and from the Frederickson Manufacturing Center by ensuring a variety of transportation modes, and designing and funding road improvements to accommodate freight movement.

Transportation Plan Recommendations

Pierce County
Transportation Benefit District

Corridors and Connectors

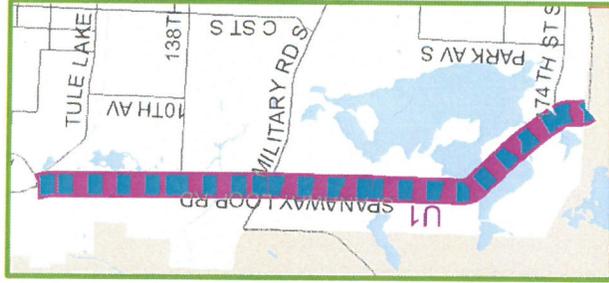


Goal T-8

Encourage direct routing and greater connectivity of the arterial road system, while minimizing impacts to residential neighborhoods and the environment.

Transportation Plan Recommendations

Ultimate Capacity

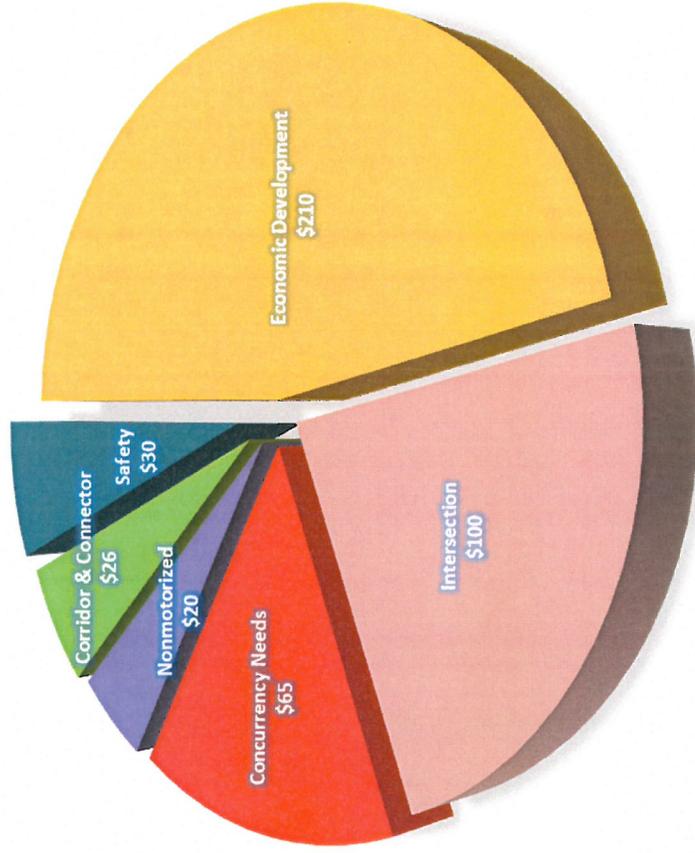


T-25.3

Pursue the concept of Ultimate Capacity as applicable to the county roadways. Roadways designated as ultimate capacity facilities would be improved to certain specified levels. These types and levels of improvements would not necessarily meet current or future Pierce County Roadway Concurrency Management System standards. Provisions should be made for providing adequate operational safety and nonmotorized improvements when appropriate. Targeted Transportation Demand Management measures may also be considered.

Cost of County Road Improvements

Pierce County
Transportation Benefit District



* As shown in the
Transportation
Plan/Element:

Total of \$451M in
County Road
Improvements

Connecting Policies and Projects – Transportation Policies

**There are Transportation Goals and Policies
in the Transportation element**

SELECT KEY TOPICS IN TRANSPORTATION POLICIES

- Roadways
- “Multi modal”
- Active Transportation
- Concurrency
- Finance
- Environment

Policies, Projects, and Strategies...

Some Key Things About Transportation Policies

1. Transportation Policies “live” somewhere – with Other Policies
2. They are rich in history – GMA and PSRC
3. There is vertical and horizontal “Consistency”
4. Some are mandatory – linked to Plan Certification

Connecting Policies and Strategies Transportation Concurrency

What Is Transportation Concurrency?

- Transportation Concurrency is the setting of expectations for traffic flow (Standards), watching that traffic (monitoring), and making a decision on what happens if there are more cars (congestion) than the standard.
- RCW 36.70A.070

Connecting Policies and Strategies Transportation Concurrency

What Is Transportation Concurrency?

Key Points:

- Notable that Transportation Concurrency **NOT** applicable to state highways
- There is no singular method for measuring concurrency accepted by all Washington State jurisdictions
- Concurrent = Improvements are in place at development or financial commitment to build in 6 years

Connecting Policies and Strategies Transportation Concurrency

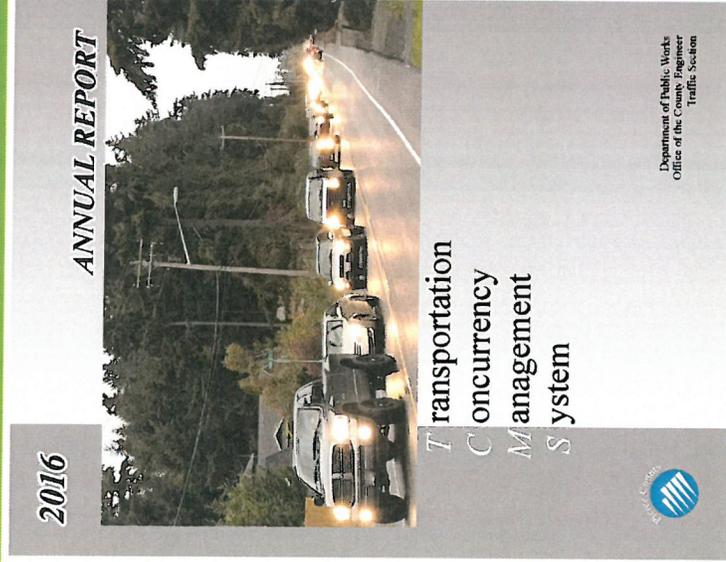
What Is Transportation Concurrency?

Options for When the Standard Is Greater Than 1.0 and roadway improvements are not made:

1. Prohibit/Phase Development Activities
2. Revise Service Thresholds or Service Standards
3. “Other Strategies” - including transit, Transportation Demand Management (TDM)..

Connecting Policies and Strategies Transportation Concurrency

Pierce County
Transportation Benefit District



What Is Transportation Concurrency?

Pierce County annually lists those standards and recent traffic flows in the Transportation Concurrency Management System (TCMS) report

Connecting Policies and Strategies

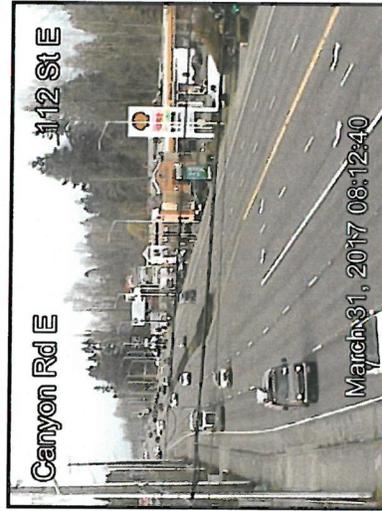
Transportation Concurrency

Volume/Service (V/S) Threshold = 1.00

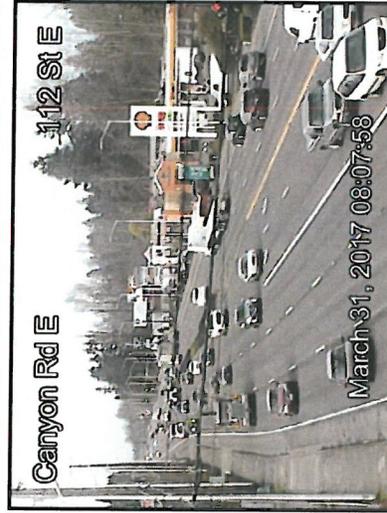
- The V/S ratio is calculated using the 24 hour traffic on a roadway section divided by the capacity of roadway to accommodate traffic

PIERCE COUNTY ROADWAY SERVICE STANDARD- ILLUSTRATED

V/S = 0 to .3



V/S = .4 to .6



V/S = .7 to 1.0



Connecting Policies and Strategies

Transportation Concurrency

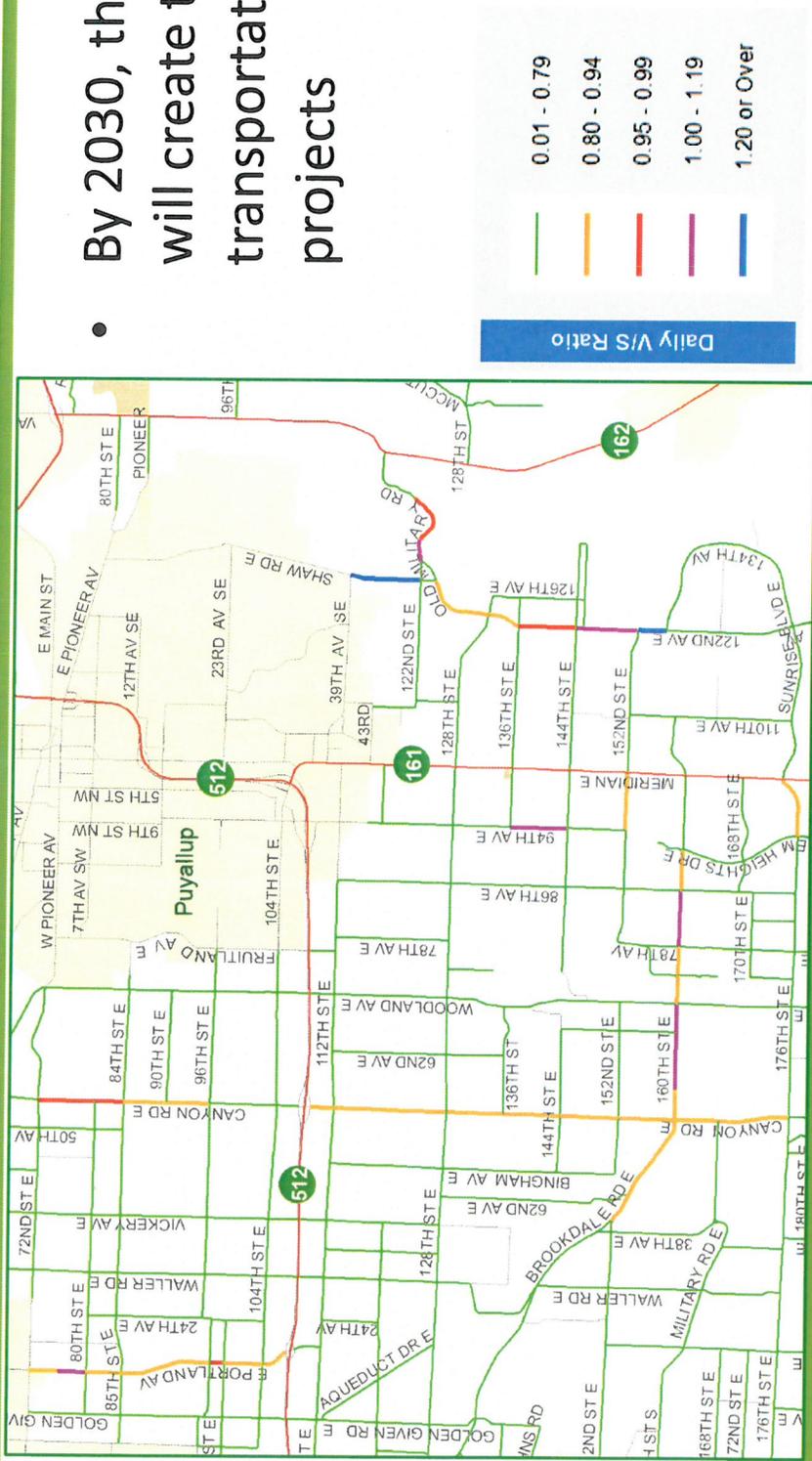
- Non-Compliant Roadway Segments are one of the highest priorities for improvement projects in the TIP (e.g., the more concurrency needs, the less funding available for other types of improvements)
- Based on older Florida Methodology
- Driver Expectation/Tolerance of Congestion is Different than 10 years ago

Connecting Policies and Strategies

Transportation Concurrency – County Roadways in 2030

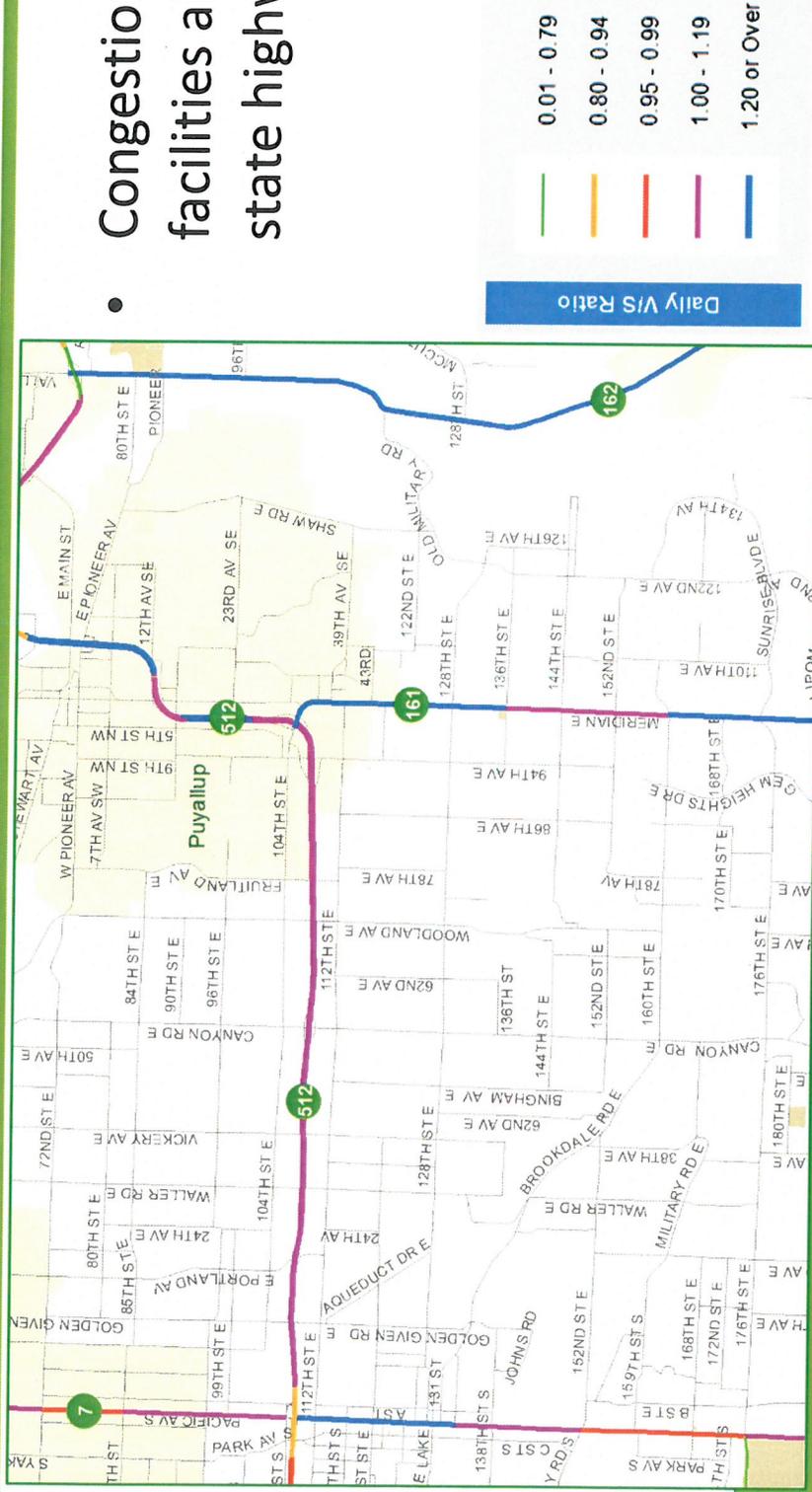
Pierce County
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- By 2030, the increase in traffic will create the need for new transportation improvement projects



Connecting Policies and Strategies State Facilities- 2030

Pierce County
Transportation Benefit District

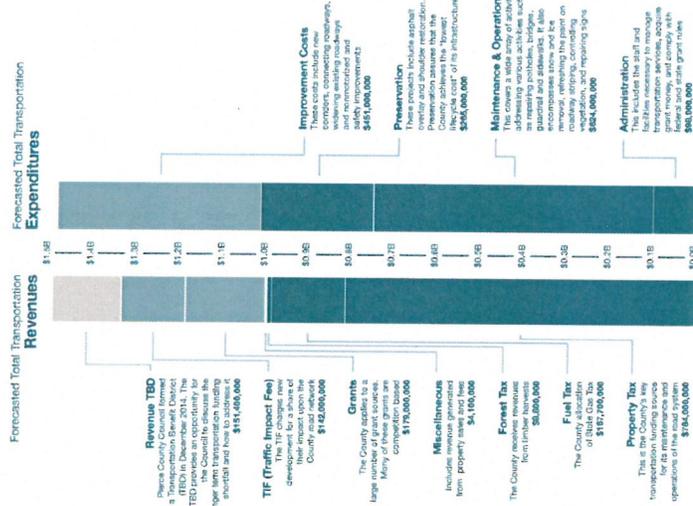


- Congestion on state highway facilities also increases on the state highways in 2030

Connecting Policies and Strategies- Financial Strategy- Addressing the Gap

Pierce County
Transportation Benefit District

Pierce County Transportation Element Forecasted Transportation Revenues & Expenditures 2015-2030



T-32.1.1

Create a reassessment strategy if revenue forecasts fall short of expectations

T-32.1.2

The reassessment strategy should include a discussion of how additional funding will be raised, or how land use assumptions will be reassessed to ensure that service standards will be met.

Questions?