

# PIERCE TRANSIT BOARD MEETING AGENDA

Training Center, Rainier Room

February 10, 2014

A Special Study Session Meeting will be Held Prior to This Meeting at 3:00 PM.

## CALL TO ORDER

## ROLL CALL

**APPROVAL OF MINUTES:** January 13, 2014 Regular Board Meeting

## APPROVAL OF VOUCHERS

## PUBLIC COMMENT

## PRESENTATIONS

- **Operator of the Month for December 2013 ~ Dajari Makena** Scott Gaines  
Transit Operator Assistant Manager
- **Financial Update/Sales Tax Collection** Kathy Sullivant  
Finance Manager

## PUBLIC HEARING

- No. 1 ~ Proposed Addition of Express Demonstration Routes 475 and 485** Van Sawin  
Business Development Officer
- No. 2 ~ Proposal to Establish New Fares for Routes 475 and 485** Van Sawin  
Business Development Officer
- No. 3 ~ Proposed Service Changes Regarding Puyallup Community Connector** Tina Lee  
Service Innovation Administrator

## ACTION AGENDA

- 1. FS 14-003, Election of Chair and Vice Chair** Chair Strickland
- 2. FS 14-004, Appointment of Board Member to Executive-Finance Committee** Chair Strickland
- 3. FS 14-005, Reappointment of Penny Grellier to the Community Transportation Advisory Group** Carol Mitchell  
Public Relations Officer
- 4. FS 14-006, Ratifying Downtown on the Go Declaration of Cooperation and Authorizing CEO to Enter Into and Execute an Interlocal Agreement with Downtown on the Go** Kathy Walton  
Marketing Assistant Manager

**5. FS 14-007, Authority to Implement Additional Pierce Transit Trolley Route 101 Service**

Tina Lee  
Service Innovation Administrator

**6. FS 14-008, Authorizing Revision to Gig harbor Trolley Fares and Authorization for the Chief Executive Officer to Enter Into and Execute an Interlocal Agreement with the City of Gig Harbor to Allow for Reduced Trolley fares for a Indefinite Period of Time, Subject to Mutually Agreeable Annual Cost-Sharing Agreement**

Tina Lee  
Service Innovation Administrator

**INFORMATIONAL BOARD ITEM**

**1. Sound Transit Update**

Chair Strickland/Commissioner  
McCarthy

**STAFF DISCUSSIONS**

• **Tied Together Award**

Van Sawin  
Business Development Officer

**EXECUTIVE SESSION**

*Pursuant to RCW 42.30.110 (1)(i) ~ Potential Litigation*

**ADJOURNMENT**

**PIERCE TRANSIT  
BOARD OF COMMISSIONERS  
MINUTES**

**January 13, 2014**

**CALL TO ORDER**

Chair Strickland called the meeting to order at 4:05 PM.

Commissioners present:

Marilyn Strickland, Chair of the Board, Tacoma Mayor  
Rick Talbert, Vice-Chair of the Board, Pierce County Councilmember  
Don Anderson, Lakewood Mayor  
Glenn Hull, Fife Mayor Pro Tem  
Kent Keel, University Place Councilmember  
Pat McCarthy, Pierce County Executive  
Steve Vermillion, Puyallup Councilmember  
Lauren Walker, Tacoma Councilmember (*arrived at 4:06 PM.*)

Staff present:

Lynne Griffith, Chief Executive Officer  
Alberto Lara, Chief Administration Officer  
Wayne Fanshier, Chief Financial Officer  
Doug Middleton, Chief Operations Officer  
Dana Henderson, General Counsel  
Deanne Jacobson, Clerk of the Board

**APPROVAL OF MINUTES**

Commissioners Talbert and Keel **moved** and seconded to approve the December 9, 2013, Regular Board Meeting minutes. Motion **carried**.

**APPROVAL OF VOUCHERS**

Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing that was made available to the Board on January 13, 2014.

Commissioners Talbert and Keel **moved** and seconded to approve the vouchers subject to proper audit. Those vouchers included in the listing are further described as follows:

Operating Fund #10  
Capital Fund #90

Voucher numbers were 333798 through 334268 and wire numbers were 1238 through 1253 for a total of \$5,276,566.77. Motion **carried**.

**PUBLIC COMMENT**

No comments were provided.

## **PRESENTATIONS:**

**Operator of the Month** – Hazel Whitish recognized Operator Joe Milas for Operator of the month for the month of November. She thanked him for his service and talked about his contributions to the organization.

**Financial Update/Sales Tax Collections-** Finance Manager Kathy Sullivant reported on sales tax collections through the end of November 2013. She responded to questions from Commissioner Anderson.

**High Beans Video** – Due to technical difficulties the video was not shown.

### **PUBLIC HEARING NO. 1 ~ Proposed Fare Revision for Seasonal Trolley Service in Gig Harbor**

Service Innovation Administrator Tina Lee provided an overview and explained the purpose of the fare revision.

Whereupon no comments were received, the public hearing was closed.

### **PUBLIC HEARING NO. 2 ~ Proposed Route Addition for Seasonal Trolley Service in Gig Harbor**

Service Innovation Administrator Tina Lee provided an overview and explained the need for the additional route. She noted that this item will come back as an interlocal agreement between Pierce Transit and Gig Harbor in February.

Whereupon no comments were received, the public hearing was closed.

## **ACTION AGENDA**

### **1. FS 14-001 ~ Ratification of the Declaration of an Emergency and Ratification of Contract with Air Systems Engineering for Repair/Replacement of Failing HVAC Unit at Tacoma Dome Station Bus Shop, Pursuant to PT Code 3.13.080**

Chief Financial Officer Wayne Fanshier presented on the item.

Commissioners Talbert and Keel **moved** and seconded to adopt Resolution No. 14-00, approving Resolution No. 14-001, ratifying the Declaration of Emergency and ratifying the contract with Air Systems Engineering for Repair/Replacement of failing HVAC Unit at Tacoma Dome Station Bus Shop in the amount of \$14,546.

Motion **carried** unanimously.

### **2. FS 14-002 ~ Amending the 2014 Capital Budget and Authority to Waive Competitive Bidding and Award a Contract to Microsoft Professional Services in the Amount of \$255,000 to Upgrade and Configure Microsoft Exchange 2013, Microsoft Lync 2013 and Integrate New Call Center Software with Microsoft Lync 2013**

Commissioners Talbert and Hull **moved** and seconded to adopt Resolution No. 14-002, approving Resolution No. 14-002, amending the 2014 Capital Budget and authorizing the Chief Executive Officer to enter into and execute a professional services contract with Microsoft Professional Services in the amount of \$255,000 to upgrade and configure Microsoft Exchange 2013, Microsoft Lync 2013 and integrate new call center software with Microsoft Lync 2013/

Information Technology Manager Keith Messner presented on the item. He responded to questions about which other municipalities or transit agencies use Lync.

Motion **carried** unanimously.

### **INFORMATIONAL BOARD ITEMS**

Discussion about Election and Vice-Chair – Chair Strickland announced that she will be stepping down as chair and that she would like the Board Members to think about whom they would like to elect next as chair. It was noted that the chair and vice-chair elections will be conducted at the February 10, 2014 Board meeting.

Sound Transit Update ~ Commissioner McCarthy reported on the leadership role at Sound Transit.

### **EXECUTIVE SESSION**

Commissioners Talbert and Vermillion **moved** and seconded to recess the meeting into Executive Session at 4:45 PM for approximately 30 minutes pursuant to *RCW 42.30.110 (1) (g), review the performance of a public employee; and pursuant to RCW 42.30.110 (1)(i)(iii), potential litigation or legal risks or a proposed action or current practice that the Agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the Agency.* The Board noted they will take formal action in open session.

At 5:15 PM, the Executive Session was extended 30 minutes. The extension was announced to attendees. At 5:45 PM, the Executive Session was extended 15 minutes. The extension was announced to attendees. At 6:00 PM, the Executive Session was extended 5 additional minutes. The extension was announced to attendees.

At 6:05 PM, the Regular Meeting was reconvened. Commissioners Talbert and Keel **moved** and seconded to accept the composite evaluation as prepared by the Agency's Counsel.

Motion **carried**.

Commissioners Talbert and Keel **moved** and seconded to accept the Agency's response to the State Auditor's report.

Motion **carried**.

### **ADJOURNMENT**

Commissioners Talbert and Vermillion **moved** and seconded to adjourn the meeting at 6:06 PM.

Motion **carried**.

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Deanne Jacobson  
Clerk of the Board

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Marilyn Strickland, Chair  
Board of Commissioners

## FACT SHEET

TITLE: Election of Chair and Vice-Chair

DIVISION: Executive

ORIGINATOR: Deanne Jacobson

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT: N/A

APPROVED FOR SUBMITTAL:

\_\_\_\_\_  
Chief Financial Officer

APPROVED FOR AGENDA:

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

ATTACHMENTS: None

### BUDGET INFORMATION

2014 Budget Amount  
N/A

Required Expenditure  
N/A

Impact  
N/A

Explanation: N/A

**BACKGROUND:** Pursuant to Pierce Transit Code Section 2.12.020, a Board Member shall not serve as chair for more than two consecutive one-year terms, and pursuant to Pierce Transit Code Section 2.16.030, a Board Member shall not serve as vice-chair for more than two consecutive one-year terms.

The incumbent chair and vice chair have each served two consecutive one-year terms, and at this time, it is appropriate to elect a new chair and vice-chair, with terms commencing March, 2014 and ending February, 2015.

The proper procedure for election of each position is as follows:

1. The incumbent Chair calls for nominations for chair.
2. When all nominations have been made, a motion to close nominations is in order.
3. The Chair calls for the vote on the motion to close nominations.
4. Board Members then cast votes for nominee(s). (Nominees are permitted and encouraged to vote.)
5. Nominee receiving the majority of the vote is declared the new chair.

This procedure is repeated for electing the Vice-Chair.

**ALTERNATIVES:** None.

**RECOMMENDATION:** Elect Chair and Vice-Chair, with terms commencing March of 2014 and ending February 2015.

## FACT SHEET

TITLE: Appointment of Board Member to Executive-Finance Committee

DIVISION: Executive

ORIGINATOR: Deanne Jacobson

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT:

APPROVED FOR SUBMITTAL:

\_\_\_\_\_  
Chief Financial Officer

APPROVED FOR AGENDA:

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

ATTACHMENTS: None

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### BUDGET INFORMATION

2014 Budget Amount  
N/A

Required Expenditure  
N/A

Impact  
N/A

Explanation: N/A

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**BACKGROUND:** A vacancy within the Executive-Finance Committee has been created due to Commissioner Young's term expiration on December 31, 2013. Currently, there are three Board Members serving on this committee, and at this time, it is appropriate to elect a Board Member to achieve a full complement of four members.

Pursuant to Pierce Transit Code Chapter 2.24.030, the chairperson shall make the appointments to such committees.

**ALTERNATIVES:** None.

**RECOMMENDATION:** Chair shall appoint a Board Member to the Executive-Finance Committee.



## FACT SHEET

TITLE: Reappointment of Penny Grellier to the Community Transportation Advisory Group (CTAG) for a Two-Year Term

DIVISION: Executive

ORIGINATOR: Carol Mitchell

PRECEDING ACTION: Resolution No. 12-026 Authorizing the creation of CTAG  
Resolution No. 13-001 Appointing members to CTAG

COORDINATING DEPARTMENT: Executive

APPROVED FOR SUBMITTAL:

\_\_\_\_\_  
Chief Financial Officer

APPROVED FOR AGENDA:

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

ATTACHMENTS:

Exhibit A, Proposed Resolution  
Exhibit B, Bio

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### BUDGET INFORMATION

2014 Budget Amount  
N/A

Required Expenditure  
N/A

Impact  
N/A

Explanation: N/A

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**BACKGROUND:** On August 13, 2012, the Pierce Transit Board of Commissioners adopted the charter and created the Community Transportation Advisory Group (CTAG). In August of 2012, a workgroup comprised of staff and Board members managed a comprehensive CTAG recruitment and selection process for nine initial CTAG members for appointment by the Board. In accordance with the CTAG Charter, CTAG members would serve a three-year term, with the initial members appointed to staggered terms. Through a lottery system, three members each were appointed by the Board to a three, two, or one-year term commencing January 14, 2013. Penny Grellier was one of three members appointed to a one-year term that expired December 31, 2013. Ms. Grellier has had a productive term with CTAG and seeks to continue in this role.

The Agency now seeks Board action to reappoint Ms. Grellier to the CTAG for the balance of a two-year term, beginning January 1, 2014 (appointment to be retroactive) and ending December 31, 2015.

**ALTERNATIVES:**

1. Do not reappoint Penny Grellier for an additional two-year term. This alternative would result in a CTAG with only five members where the Charter provides that the CTAG may have nine members. Three vacancies currently exist as a result of one resignation and two term expirations (not including Ms. Grellier's position). Without Ms. Grellier, the CTAG would have to operate with five members. A smaller CTAG group could undermine or weaken the intent and effectiveness of CTAG which is to offer an opportunity for community feedback, input and interactive discussions. Additionally, a smaller group could result in difficulty in achieving a quorum if one or two members are absent from a particular meeting.
2. Continue with five CTAG members until such time that all vacancies can be filled and the Board can take action to appoint or reappoint all of the proposed members at the same time. This would likely occur in April or May, 2014 at the regularly scheduled Board meeting.

**RECOMMENDATION:** Approve Resolution No. 14-003, reappointing Penny Grellier to the Community Transportation Advisory Group, retroactive to January 1, 2014 and ending December 31, 2015.

**RESOLUTION NO. 14-003**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Reappointing Penny Grellier  
2 to the Community Transportation Advisory Group (CTAG) for a Two-Year Term

3  
4 WHEREAS, on August 13, 2012, the Board of Commissioners approved the charter and created the  
5 Community Transportation Advisory Group (CTAG) as an advisory body to the Board of Commissioners; and,

6 WHEREAS, CTAG was chartered to: (1) offer an opportunity for community stakeholders to provide  
7 feedback and suggest improvements and recommendations on plans, policies, and services offered by Pierce  
8 Transit; (2) provide a forum for interactive discussions with community stakeholder input, creating a conduit to  
9 inform and get information out to the public; and (3) represent the interests of the community and assist staff  
10 and the Board of Commissioners in meeting the Agency's strategic priorities; and

11 WHEREAS, the Board of Commissioners appointed Penny Grellier to serve an initial one-year term on  
12 the CTAG beginning January 14, 2013 and expiring December 31, 2013; and,

13 WHEREAS, Staff recommends that the Board reappoint Penny Grellier to serve a two-year term  
14 retroactive to January 1, 2014 and expiring December 31, 2015.

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

16 Section 1. Reappoint Penny Grellier to the Community Transit Advisory Group to serve a two-year  
17 term retroactive to January 1, 2014 and expiring December 31, 2015.

18 ADOPTED by the Board of Commissioners of Pierce Transit at a regular meeting thereof held on the  
19 10th day of February, 2014.

\_\_\_\_\_  
Marilyn Strickland, Chair  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Deanne Jacobson  
Clerk of the Board

# Pierce Transit

## Community Transportation Advisory Group



Name: **Penny Grellier**  
Term expires: 12.31.2013

Home: Tacoma (Narrows area)

Employer: Catholic Community Services, Transportation Program Manager  
1323 S Yakima Ave, Tacoma (Downtown area)  
- Manages chore services for 13 counties including the Pierce County office which has 80+ volunteers and 250+ clients  
- Low-income adults, adults w/ disabilities, people who are isolated/alone, English as 2<sup>nd</sup> language

Affiliations: - Pierce County Coordinated Transportation Coalition leader  
- PSRC Special Needs Transportation Committee alternate Pierce County representative  
- Associated Ministries affiliated agency representative  
- "Bus Buddy" program leader/promoter  
- Travel Ambassador leader/trainer  
- Other Catholic Community Services programs /leadership

Interest Areas: - Seniors; persons with disabilities; Social Service agency;  
- Her work help her to understand the transportation needs of Low-income adults, adults w/ disabilities, people who are isolated/alone, people w/ English as 2<sup>nd</sup> language.  
- She anticipate a huge increase in the transportation needs for this community.

Communication: - Client contacts through staff by phone  
- In-person training for staff and volunteers  
- Monthly staff meetings w/ huge trickle down messaging  
- Quarterly agency newsletter

"My experience managing these transportations programs gives me a unique understanding of the characteristics of the community and the specific needs of seniors, disabled adults, low income, and people with English as a second language."

## FACT SHEET

TITLE: Ratifying Downtown On the Go Declaration of Cooperation and Authorizing CEO to Enter Into and Execute an Interlocal Agreement with Downtown On the Go

DIVISION: Administration

ORIGINATOR: Kathy Walton

PRECEDING ACTION: Not Applicable

COORDINATING DEPARTMENT: Marketing

APPROVED FOR SUBMITTAL:

\_\_\_\_\_  
Chief Financial Officer

APPROVED FOR AGENDA:

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

ATTACHMENTS:

Proposed Resolution  
Exhibit A, Declaration of Cooperation  
Exhibit B, Proposed Interlocal Agreement

### BUDGET INFORMATION

2014 Budgeted Amount	Required Expenditure	Impact
\$15,000	\$10,000	N/A

Explanation: The Agency plans to contribute \$10,000 to Downtown On the Go in 2014, in addition to in-kind services, and up to \$5,000 in direct expenditures to support the mission of Downtown On the Go. In 2015 and 2016, up to \$10,000 per year may also be contributed, depending on budget availability and terms of the Agreement.

**BACKGROUND:** In 2008, public and private sector partners met to discuss transportation issues and transportation management solutions for downtown Tacoma. In these “partner forums,” the City of Tacoma (City), Pierce County Public Transportation Benefit Area Corporation (Pierce Transit), and the Tacoma-Pierce County Chamber (Chamber) partnered to create and support *Downtown: On the Go!* (DOTG).

In 2011, these partners established an advisory board comprised of representatives of each partner as well as management-level representatives from a broad array of downtown businesses and organizations. This group, the DOTG Advisory Board, oversees DOTG staff’s execution of an aggressive work plan that encourages a balanced system of access to Downtown Tacoma that includes transit, biking, walking, ridesharing and visitor parking.

In 2013, DOTG staff and the Advisory Board began the process to pursue independent 501(c)4 status while maintaining the partnership between the Chamber, City and Pierce Transit. As of December 30, 2013, DOTG is a Washington LLC with a 501(c)4 status pending. DOTG's Board of Directors continues to seek and secure additional sustainable funding sources for the organization.

Downtown Tacoma is an important customer base within Pierce Transit's service area. Residents from all over Pierce County travel into and out of downtown to reach their jobs, schools, medical providers, and social destinations. There are 2,200 downtown employers. Of those, 13,227 employees work at employer sites affected by the Commute Trip Reduction Act. Overall, Downtown Tacoma attracts a total of 35,000 employees and students. Pierce Transit has supported DOTG through strategic planning, participation in Board meetings and subcommittees, and providing in-kind marketing, graphic design, and outreach services. The Agency has also directly funded various advertising placements, direct response campaigns, and marketing materials in support of DOTG's mission. The Agency's partnership with Downtown On the Go is one way we work to build ridership. Together, our partnership leverages resources and helps bring the Pierce Transit message to a wider audience than we could reach on our own. DOTG has educated downtown employees, residents, and businesses about Pierce Transit's services, consistently promoting Pierce Transit ridership and the benefits of purchasing ORCA cards.

The attached Downtown On the Go Declaration of Cooperation (Exhibit A) was presented for signatures at the monthly Downtown On the Go Board meeting on January 9, 2014, and Pierce Transit asks that the Board of Commissioners ratify this agreement.

The attached Pierce Transit and Downtown On the Go Partnership Agreement 2014 (Exhibit B) provides details about the obligations of both Pierce Transit and DOTG. We ask the Pierce Transit Board of Commissioners to authorize the CEO to enter into and execute the proposed interlocal agreement with Downtown on the Go for a period of three years,

**ALTERNATIVES:** 1. Take no action; and 2) Consider revisions to these documents before adoption.

**RECOMMENDATION:** Approve Resolution No. 14-004, ratifying the Declaration of Cooperation signed on January 9, 2014, and authorizing the CEO to enter into and execute an agreement with Downtown On the Go in the form that is the same or substantially similar to the agreement attached as Exhibit B thereto.

**RESOLUTION NO. 14-004**

A RESOLUTION of the Board of Commissioners of Pierce Transit Ratifying Downtown  
On the Go Declaration of Cooperation and Authorizing CEO to Enter Into and  
Execute an Interlocal Agreement with Downtown On the Go

WHEREAS, Pierce Transit, the City of Tacoma, and the Tacoma-Pierce County Chamber of Commerce  
are founding partners of Downtown On the Go, an independent Washington Limited Liability Corporation  
located in Downtown Tacoma; and

WHEREAS, Downtown On The Go and Pierce Transit have worked successfully together, leveraging  
resources since 2008; and

WHEREAS, Downtown On the Go is the transportation advocate and resource for Downtown Tacoma,  
with the goal of reducing the downtown drive alone rate by 11% by 2015; and

WHEREAS, Downtown On the Go's mission is complementary to Pierce Transit's mission of connecting  
communities with safe, reliable, customer-friendly transit options; and

WHEREAS, Pierce Transit wishes to formalize the terms of its partnership with Downtown On the Go  
by committing to a written agreement with a term of three years; and

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

Section 1. The Downtown On the Go Declaration of Cooperation executed on January 9, 2014  
(attached hereto as Exhibit A) is hereby ratified; and

Section 2. The Chief Executive Officer is hereby authorized to enter into and execute an Interlocal  
Agreement (attached hereto as Exhibit B) with Downtown on the Go.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
the 10th day of February, 2014.

PIERCE TRANSIT

\_\_\_\_\_  
Marilyn Strickland, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

\_\_\_\_\_  
Deanne Jacobson  
Clerk of the Board

# **Downtown: On the Go! Declaration of Cooperation**

## **January 2014**

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In 2008, public and private sector partners met to discuss transportation issues and transportation management solutions for downtown Tacoma. Discussions included a look at existing and future conditions. It was clear from these “partner forums” that there was a consensus economic development vision for job and housing creation, land use development and efficient access systems to support the vision. As a result of these forums, the City of Tacoma (City), Pierce County Public Transportation Benefit Area Corporation (Pierce Transit), and the Tacoma-Pierce County Chamber (Chamber) partnered to create and support *Downtown: On the Go! (DOTG)*.

In 2011, the partners established an advisory board comprised of management level representatives from a broad array of downtown businesses and organizations. This group, now the DOTG Board of Directors, oversees DOTG staff’s execution of an aggressive work plan that encourages a balanced system of access that includes transit, biking, walking, ridesharing and visitor parking.

In 2013, DOTG staff and board began the process to pursue independent 501c4 status while maintaining the partnership between the Chamber, City and Pierce Transit. The board continues to seek and secure additional sustainable funding sources for the organization, while this independent organization is formed.

### **Vision**

*Downtown: On the Go! envisions a vibrant, integrated downtown Tacoma – where daily life is enhanced by connecting people, green spaces, arts & culture, and jobs. Interdependent land use policies and transportation options reinforce an active, compact urban core that is connected locally and regionally, promoting a focus on the movement and interactions of people rather than cars.*

### **Mission**

*Downtown: On the Go!’s purpose is to be the transportation advocate for anyone whose daily life is downtown.*

*We do this by:*

- *Educating about transportation choices other than driving alone.*
- *Encouraging use of transit, ridesharing, biking, walking, and flexible work arrangements.*
- *Advocating for transportation choices and land use policies that promote a vibrant and integrated downtown.*

### **Success targets**

*Downtown: On the Go! recognizes that Tacoma anticipates economic and job growth in downtown and is invested in helping meet these targets through transportation options based on Puget Sound Regional Council’s projections:*

- *23,607 net new jobs in the downtown by 2030*
- *16,787 net new residents in the downtown by 2030*



*Downtown: On the Go!* has embraced clear targets for success and will measure its progress over time in relation to these targets:

- Increase the use of alternative mode commuting (transit, bike, walk) to 35% of all trips by 2015 (up from 24%).

### **A Sustainable *Downtown: On the Go!***

The process to form a viable, workable, and sustainable *Downtown: On the Go!* that can successfully implement its work plan to fulfill its short-term objectives, long-term goals, and overall economic development vision and mission requires the collaboration and resources of several organizational partners. This successful implementation requires:

1. Declaration by partners (public and private) that the ongoing operation of *Downtown: On the Go!* is a high priority for each partner's respective organization.
2. Recognition that *Downtown: On the Go!*'s projects, programs, and advocacy efforts provide a much needed outlet for downtown employer, employee, and resident involvement in transportation and land use issues, and as such, serve as a representation of downtown businesses/organizations involved in the DOTG effort.
3. Commitment by partners (public and private) to engage in ongoing development of *Downtown: On the Go!* as a leading voice, stakeholder and program resource for transportation and land use in Tacoma's downtown.
4. Commitment by partners (public and private) to agree to all of the long-term goals, objectives, and expected performance outcomes of the *Downtown: On the Go!* work plan.
5. Commitment of resources (financial and in-kind) by partners (public and private) to sustain the organization in its operation.
6. Commitment of a leader for attendance at bi-annual meetings at which DOTG staff will provide organizational information and updates. As well, commitment of an organizational representative at DOTG Board meetings.
7. Understanding that a DOTG Board guides the realization of its vision and mission and the ongoing development of its work plan.

### **Organizational Declarations of Cooperation (DOC)**

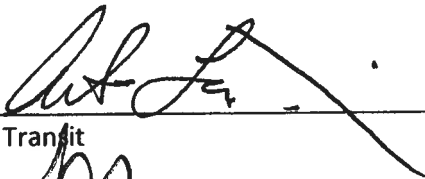
The following sections outline the commitments that each involved entity will contribute to the ongoing development of *Downtown: On the Go!* This Declaration of Cooperation is not intended to create binding legal obligations. Rather, they are intended to reflect the current understanding and intentions of the parties involved.

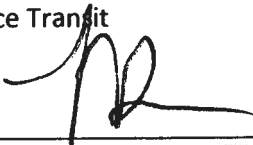
All partners to the Declaration of Cooperation recognize the complexity and challenge involved in the effort to develop *Downtown: On the Go!* By endorsing this Declaration of Cooperation, each organizational partner states commitment to the *Downtown: On the Go!* work plan and its successful

outcome. As such, this declaration is a clear commitment to an economically viable, sustainable, and attractive downtown Tacoma, achieved through a focus on downtown transportation options and land use policies. Individual statements of cooperation and commitment by key parties are attached and outline specific contributions of time, resources, and staff dedicated to this effort.

1. We agree to support the *Downtown: On the Go!* vision, mission, work plan, and its long-term goals, objectives, and expected performance outcomes.
2. We understand that projects and programs will be prioritized according to greatest need, expected impact, staff and resource capabilities.
3. We will actively look for opportunities to participate and support the projects and programs outlined in the *Downtown: On the Go!* work plan. Support is given under the assumption that: 1) Transportation options and land use policies play a critical role in the vitality of Tacoma's downtown, the creation of jobs and economic development 2) the goals and objectives of the work plan are highly beneficial to Tacoma's downtown and its businesses, and 3) *Downtown: On the Go!* is a non-regulatory effort so that downtown employers, employees, residents and the City are effectively collaborating to achieve the land use and transportation related goals and objectives outlined in the work plan.

Signed

  
\_\_\_\_\_  
Pierce Transit

  
\_\_\_\_\_  
Tacoma-Pierce County Chamber

  
\_\_\_\_\_  
City of Tacoma

1/9/2014  
\_\_\_\_\_  
Date

## **Pierce Transit and Downtown On the Go Partner Agreement 2014**

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### **Overview:**

This document is to create clear, concise, consistent, and transparent communications between Downtown On the Go (DOTG) and Pierce County Public Transportation Benefit Area Corporation (Pierce Transit).

Pierce Transit, the City of Tacoma (City), and Tacoma-Pierce County Chamber, partnered to create DOTG in 2009 with the goal of improving economic development opportunities and success through transportation options. DOTG has applied for independent 501(c)4 status. Today, the DOTG Advisory Board (Board) oversees DOTG staff's execution of an aggressive work plan that encourages a balanced system of access that includes transit, biking, walking, ridesharing and visitor parking. The program fits within Pierce Transit's Vision and Mission and the Board supports the organization and encourages their growth and viability.

### **Mission and Vision:**

Pierce Transit and DOTG recognize the intersection of their missions and the mutually beneficial value of our organizations working together. Pierce Transit provides transit service and Downtown On the Go connects people with transportation options, including transit.

#### **Pierce Transit:**

Mission: Pierce Transit connects communities with safe, reliable, customer-friendly transit options.

Vision: Pierce Transit is the safest transit organization on the West Coast.

#### **Downtown On the Go:**

Mission: Downtown On the Go's purpose is to be the transportation advocate for anyone whose daily life is downtown. We do this by:

- Educating about transportation choices other than driving alone.
- Encouraging use of transit, ridesharing, biking, walking, and flexible work arrangements.
- Advocating for transportation choices and land use policies that promote a vibrant and integrated downtown.

Vision: Downtown On the Go envisions a vibrant, integrated downtown Tacoma – where daily life is enhanced by connecting people, green spaces, arts & culture, and jobs. Interdependent land use policies and transportation options reinforce an active, compact urban core that is connected locally and regionally, promoting a focus on the movement and interactions of people rather than cars.

### **Relationship:**

The DOTG Manager will manage all aspects of Downtown On the Go's daily operations and work plan. The DOTG Manager will work with the DOTG Board and partners to develop the work plan. As a partner organization, Pierce Transit will designate a staff member to serve as Pierce Transit's representative on the DOTG Board. The Pierce Transit representative and DOTG Manager will meet regularly outside of regular board meetings to ensure a detailed understanding of the work of DOTG and maintain a collaborative relationship. A Pierce Transit representative will work with partners at the Chamber and City of Tacoma to facilitate the DOTG Manager's review and compensation.

## **Downtown On the Go will:**

### **Staff & Personnel**

1. Hire, maintain, compensate, oversee, manage and discipline DOTG staff.
2. Provide staff with office supplies, equipment, hardware, software, and other materials needed to carry out DOTG's mission..
3. Meet regularly with Pierce Transit staff to ensure the continuation of a mutually beneficial partnership.
4. Manager will spend one day per month working at Pierce Transit headquarters. On other days, Manager will work at either the Tacoma-Pierce County Chamber or the City of Tacoma offices.

### **Financial**

1. Provide payroll and accounting services for DOTG staff and operations.
2. Maintain responsibility for the preparation, approval, and distribution of financial reports in relation to Downtown On the Go.
3. Maintain responsibility for annual 990 filing to the Internal Revenue Service.
4. Maintain all liability, bond, and stop loss and director liability insurance for DOTG.

### **Programming**

1. Promote transit ridership as a solution to downtown congestion and parking; direct new bus riders to Pierce Transit services for bus passes and trip planning.
2. Promote ORCA Business Passport to downtown Tacoma businesses; work with Pierce Transit's Employer Services Coordinator(s) to finalize contracts.
3. Work with Pierce Transit and Pierce Trips staff to promote commute option campaigns, including, but not limited to, Love to Ride, Wheel Options, and Relax Rewards.
4. Coordinate and manage Try Transit Month to increase ridership.
5. Manage all marketing campaigns and material creation; work with Pierce Transit staff to maintain timeline and budget.
6. Continue to engage in conversation about One-Stop Shop for transportation in downtown Tacoma.

### **Administration**

1. Maintain and fund all marketing and branding materials including website and social media, which will include the Pierce Transit logo where partner logos are included.
2. Provide content for Pierce Transit publications, as requested.

## **Pierce Transit will:**

### **Staff & Personnel**

1. Provide a staff contact to facilitate the relationship with Downtown On the Go who will meet with DOTG Manager on a regular basis.
2. Provide a staff member to serve as the Board and partner representative on the DOTG Board and meet with DOTG Manager on a regular basis.

### **Financial**

1. Negotiate funding with DOTG annually. While Pierce Transit's in-kind services will be provided throughout the agreement period, Pierce Transit will also consider direct funding to DOTG as part of Pierce Transit's annual budgeting process. If funding is budgeted and available to DOTG, DOTG must generate an invoice as a prerequisite for payment. Any Invoices produced shall be received at Pierce Transit no later than November 1<sup>st</sup> per year, and shall be made payable within 30 days.

Programming

1. Provide branding, design, photography, and copy editing for DOTG marketing materials DOTG acknowledges that certain busy times may mean DOTG materials cannot be priority items.
2. Contribute some graphic designs and photography for use on the website and newsletter (not to include management or hosting of website).
3. Work with DOTG to promote ORCA Business Passport to downtown businesses.
4. Continue to engage in conversation about One-Stop Shop for transportation in downtown Tacoma.

Administration

1. List Downtown On the Go as a partner on Pierce Transit’s website.
2. Provide “The Bus Stops Here” and other promotional Pierce Transit materials to DOTG for use at outreach events and meetings.

**Compensation:**

The value of the Pierce Transit in-kind services listed above is significant, and serves as Pierce Transit’s primary contribution to DOTG. Any additional cash support must be agreed-to in writing by the parties, and if budgeted and made available as described above, would be above and beyond this in-kind support.

**Termination:**

Pierce Transit has the right to terminate this agreement, at its own discretion, with 30 days’ written notice to DOTG. In the event of termination, DOTG shall remove Pierce Transit’s logos and language about Pierce Transit’s partner status from all DOTG electronic materials, and discontinue use of printed materials portraying Pierce Transit as a partner. DOTG shall also return to Pierce Transit any funds provided by Pierce Transit that were not yet spent. Pierce Transit shall provide to DOTG copies of its electronic graphics art files created for DOTG printed materials in use at that time, without Pierce Transit partnership text, so that DOTG could edit, maintain, and utilize those files for its future needs.

**Agreement:**

This agreement is made and entered into this [ ] day of [ ], 2014 by and between DOWNTOWN ON THE GO, a Washington nonprofit corporation, and PIERCE TRANSIT, a Washington municipal corporation, and is effective through December 31, 2016.

This agreement is intended to formalize the relationship between Downtown On the Go and Pierce Transit. Both organizations recognize the value of this relationship and by signing, agree to the terms in this contract.

DOWNTOWN ON THE GO, a Washington nonprofit corporation

PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION, a Washington municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## FACT SHEET

TITLE: Authority to Implement Additional Pierce Transit Trolley Route 101 Service Effective May 24, 2014

DIVISION: Business Development

ORIGINATOR: Tina Lee

PRECEDING ACTION: Approval of Resolution 13-010 Authorizing the Implementation of Seasonal Gig Harbor Trolley Service Starting 2014 Utilizing Local Pierce Transit Adult, Youth and Discounted Fares.

COORDINATING DEPARTMENT: Executive

APPROVED FOR SUBMITTAL:

\_\_\_\_\_  
Chief Financial Officer

APPROVED FOR AGENDA:

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

ATTACHMENTS:

Exhibit A, Proposed Resolution

Exhibit B, [Title VI Service Equity Analysis](#) (available electronically)

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### BUDGET INFORMATION

2014 Budget Amount	Required Expenditure	Impact
\$302,832	\$307,051	(\$4,219)

Explanation: The 2014 Budget includes 2,103 service hours for trolley service. The 2014 Budget Amount is the 2,103 service hours multiplied by the 2014 cost per service hour of \$144. The Required Expenditure is an estimate of the service hours that will be required to operate the 2014 Route 101 seasonal trolley service based on historical operational data from the 2013 demonstration project. The draft schedule reflects approximately 2,132 hours of service. Staff will seek to reduce the scheduled hours as the final schedules are prepared.

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**BACKGROUND:** As a result of the successful 2013 Gig Harbor Trolley Demonstration service, the Board of Commissioners approved operationalizing the seasonal trolley service Route 101 at the October 14, 2013 Board of Commissioners' meeting. Adding this new route to Pierce Transit's service is considered a major service change. Information about the route addition was advertised via legal notice in the News Tribune on December 26, 2013 and January 6, 2014. The legal notice was also posted on the Pierce Transit web site. No comments were received and no individuals spoke at the public hearing which was held at the Board of Commissioners' meeting on January 13, 2014.

Title VI Analysis

The addition of the Route 101 service is considered a major service change under Pierce Transit’s Major Service Change Policy and requires a Title VI Service Equity Analysis. Staff completed the analysis for this new Route 101 service and it is available on Pierce Transit’s web site with other Title VI information at <http://www.piercetransit.org/documents>.

Per Pierce Transit’s Disparate Impact Policy, an impact occurs when the minority population adversely affected by a service change is ten percent more than the average minority population of Pierce Transit’s service area. No disparate impact was identified with the Route 101 service.

**Minority Proportion of Population**

Summary of Service Change	Census Blocks Along Route	Average Population in Service Area	Difference
Route 101 – New Service	17.0%	41.0%	-24.0%

Pierce Transit’s Disproportionate Burden Policy states that a disproportionate burden occurs when the low-income population adversely affected by a service change is five percent more than the average low-income population of Pierce Transit’s service area. No disproportionate burden was identified with the Route 101 service.

**Low Income Proportion of Population**

Summary of Service Change	Census Blocks Along Route	Average Population in Service Area	Difference
Route 101 – New Service	6.0%	12.4%	-6.4%

The seasonal trolley service, Route 101, will operate in 2014 from May 24, 2014 to September 1, 2014, or Memorial Day weekend through Labor Day. Service dates will be adjusted annually each season as part of the route scheduling process.

**ALTERNATIVES:**

1. Terminate the seasonal trolley service in Gig Harbor and continue operating local Route 100 service only.

**RECOMMENDATION:** Approve Resolution No. 14-005, authorizing the implementation of additional Pierce Transit trolley Route 101 service Effective May 24, 2014.

**RESOLUTION NO. 14-005**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing  
2 Implementation of Additional Pierce Transit Trolley Route 101 Service Effective May 24, 2014.

3  
4 WHEREAS, Pierce Transit operated a seasonal Gig Harbor Trolley Demonstration Project from July 9,  
5 2013 to September 28, 2013; and

6 WHEREAS, a Gig Harbor Community Investment Team of representatives with a vested interest in the  
7 project helped guide the demonstration and outreach for the demonstration trolley service; and

8 WHEREAS, the Gig Harbor Trolley Demonstration Project carried 28,514 passengers during the  
9 demonstration period; and

10 WHEREAS, on October 14, 2013, the Pierce Transit Board of Commissioners authorized the  
11 implementation of seasonal Gig Harbor trolley service starting in 2014 utilizing the local Pierce Transit adult,  
12 youth and discounted fares; and

13 WHEREAS, the implementation of the Gig Harbor trolley service, Route 101, is a new route and  
14 considered a major service change requiring a Title VI Service Equity Analysis; and

15 WHEREAS, the equity analysis for the Gig Harbor trolley seasonal service found no disparate impact or  
16 disproportionate burden;

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

18 Section 1. The Board of Commissioners authorizes the implementation of seasonal Gig  
19 Harbor trolley service, Route 101, effective May 24, 2014.

20 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
21 the 10th day of February, 2014.

22 PIERCE TRANSIT

23  
24 \_\_\_\_\_  
25 Marilyn Strickland, Chair  
26 Board of Commissioners

27 ATTEST/AUTHENTICATED

28  
29 \_\_\_\_\_  
30 Deanne Jacobson  
31 Clerk of the Board



## FACT SHEET

**TITLE:** Authorizing Revision to Gig Harbor Trolley Fares and Authorization for the Chief Executive Officer to Enter Into and Execute an Interlocal Agreement with the City of Gig Harbor to Allow for Reduced Trolley Fares for an Indefinite Period of Time, Subject to Mutually Agreeable Annual Cost-Sharing Agreement

**DIVISION:** Business Development

**ORIGINATOR:** Tina Lee, Service Innovation Administrator

**PRECEDING ACTION(S):** Approval of Resolution 13-010 Authorizing the Implementation of seasonal Gig Harbor Trolley Service Starting 2014 Utilizing Local Pierce Transit Adult, Youth and Discounted Fares.

Approval of Resolution 13-018 Authorizing Execution of Interlocal Agreement for Gig Harbor Trolley Demonstration Project with City of Gig Harbor.

**COORDINATING DEPARTMENT:** Executive

**APPROVED FOR SUBMITTAL:**

\_\_\_\_\_  
Chief Financial Officer

**APPROVED FOR AGENDA:**

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
General Counsel

**ATTACHMENTS:**

Proposed Resolution  
Exhibit A, Draft Interlocal Agreement

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### BUDGET INFORMATION

2014 Budget Amount  
\$N/A

Required Expenditure  
\$N/A

Impact  
N/A

**Explanation:** There is no budget impact with this fare revision.

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**BACKGROUND:** On October 14, 2013 the Pierce Transit Board of Commissioners authorized operationalizing the seasonal Gig Harbor Trolley Service, Route 101, utilizing the local Pierce Transit adult, youth and discounted fares. Since that time staff has continued to work with the City of Harbor and the local Community Investment Team in support of this service. With the 2013 Gig Harbor Trolley Demonstration Project, the City of Gig Harbor provided partnership funds in support of the service and as an investment to provide a reduced fare for the service. The City of Gig Harbor has again requested a partnership with Pierce Transit to support the 2014 Trolley service. The City of Gig Harbor and Pierce Transit have reached a tentative agreement in the form attached to the Resolution as Exhibit A which reflects the parties' interest in working together to allow the City of Gig Harbor to contribute to and support the Trolley Service. The parties seek to enter into an agreement that is indefinite in term, subject to an

mutually agreeable annual cost sharing agreement. If the parties are unable to reach a cost-sharing agreement in future years beyond 2014, as proposed, the agreement would terminate as a matter of course. For the 2014 season, the proposed modified trolley fare structure is as follows:

	<b>PROPOSED TROLLEY FARE</b>	<b>CURRENT LOCAL PT FARE</b>
<i>Gig Harbor Trolley Cash Fare</i>	\$0.50	\$2.00
<i>Gig Harbor Trolley Local Monthly Pass</i>	\$18.00	\$72.00
<i>Gig Harbor Trolley Senior &amp; Disabled Local Cash Fare</i>	Free	\$0.75
<i>Gig Harbor Trolley Youth Local Cash Fare</i>	\$0.50	\$0.75
<i>Gig Harbor Trolley Youth Local Monthly Pass</i>	\$18.00	\$27.00

Pierce Transit seeks the Board of Commissioners' authority to enter into an interlocal agreement with the City of Gig Harbor that is indefinite in term, subject to the parties' annual cost-sharing agreement and for approval of the modified fare structure at this time in order to implement necessary ORCA and regional fare system policies and procedures. The Federal Transit Administration has confirmed that no Title VI fare equity analysis is required for this type of a fare change.

Information about this proposed fare revision was advertised via legal notice in the News Tribune on December 26, 2013 and January 6, 2014. The legal notice was also posted on the Pierce Transit web site. No comments were received and no individuals spoke at the public hearing.

**ALTERNATIVES:**

Do not approve the fare modification and continue to utilize the local Pierce Transit adult, youth and discounted fares.

**RECOMMENDATION:** Approve Resolution No. 14-006, authorizing revision to Gig Harbor Trolley Fares and authorizing the Chief Executive Officer to enter into and execute an interlocal agreement with Gig Harbor for reduced trolley fares in the same or substantially similar form as attached hereto as Exhibit A for an indefinite term, subject to a mutually agreeable annual cost-sharing agreement.

**RESOLUTION NO. 14-006**

1           A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Revision to  
2 Gig Harbor Trolley Fares and Authorizing the Chief Executive Officer to Enter Into and Execute  
3 an Interlocal Agreement with Gig Harbor to Allow for Reduced Trolley Fares for an Indefinite  
4 Period of Time, Subject to a Mutually Agreeable Cost Sharing Agreement  
5

6           WHEREAS, Pierce Transit operated a seasonal Gig Harbor Trolley Demonstration Project from July 9,  
7 2013 to September 28, 2013; and

8           WHEREAS, a Gig Harbor Community Investment Team of representatives with a vested interest in the  
9 project helped guide the demonstration and outreach for the demonstration trolley service; and

10           WHEREAS, on October 14, 2013 the Pierce Transit Board of Commissioners authorized the  
11 implementation of seasonal Gig Harbor trolley service starting in 2014 and utilizing the local Pierce Transit  
12 adult, youth and discounted fares; and

13           WHEREAS, the City of Gig Harbor has asked to partner with Pierce Transit to make an investment of  
14 funds to support the Gig Harbor Trolley service to buy down Pierce Transit's usual fare and allow for  
15 discounted fares on the trolley; and

16           WHEREAS, the collaboration between Pierce Transit and the City of Gig Harbor will be  
17 mutually beneficial and will allow a modified fare structure for the Gig Harbor Trolley service.

18           WHEREAS, the City of Gig Harbor and Pierce Transit have reached a tentative agreement in the form  
19 attached hereto as Exhibit A which reflects the parties' interest in working together to allow the City of Gig  
20 Harbor to contribute to and support the Trolley Service. The parties seek to enter into an agreement that is  
21 indefinite in term, subject to an annual cost sharing agreement. If the parties are unable to reach a cost-  
22 sharing agreement in future years beyond 2014, as proposed, the agreement would terminate as a matter of  
23 course.

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

25           Section 1.       The Pierce Transit CEO is hereby authorized to enter into an agreement with the  
26 City of Gig Harbor in a form that is the same as or substantially similar to Exhibit A and is further  
27 authorized to enter into an annual cost-sharing agreement with the City of Gig Harbor in an  
28 amount up to the limits of the CEO's delegated contracting authority; and  
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Section 2. The Board of Commissioners hereby authorizes a revision to the Gig Harbor Trolley fares effective May 1, 2014 for the 2014 seasonal service as follows:

	<b>Trolley Fare</b>
<i>Gig Harbor Trolley Cash Fare</i>	\$0.50
<i>Gig Harbor Trolley Local Monthly Pass</i>	\$18.00
<i>Gig Harbor Trolley Senior &amp; Disabled Local Cash Fare</i>	Free
<i>Gig Harbor Trolley Youth Local Cash Fare</i>	\$0.50
<i>Gig Harbor Trolley Youth Local Monthly Pass</i>	\$18.00

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10th day of February, 2014.

PIERCE TRANSIT

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Marilyn Strickland, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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Deanne Jacobson  
Clerk of the Board

## Exhibit A

### Interlocal Agreement for Trolley Service between the City of Gig Harbor and Pierce County Public Transportation Benefit Area

Pursuant to ch. 39.34 RCW, this interlocal agreement (“Agreement”) is made by and between Pierce County Public Transportation Benefit Area (“Pierce Transit”) and the City of Gig Harbor (“Gig Harbor”), a Washington municipal corporation, all of which entities may be referred to hereinafter individually as “Party” or collectively as the “Parties.”

#### RECITALS

Whereas, Pierce Transit and Gig Harbor have identified a need for a tailored trolley service within Gig Harbor; and

Whereas, the Parties participated in an interlocal agreement for cost sharing for the 2013 Gig Harbor Trolley Demonstration Project; and

Whereas, the Parties desire to enter into an agreement to provide such seasonal transit service between Memorial Day and Labor Day weekends (“the Season” or “Seasonal”); and

Whereas, the Pierce Transit Board of Commissioners approved operationalizing the seasonal Trolley Service (“PT Trolley” or “the Service”) at their October 14, 2013 meeting utilizing the usual local Pierce Transit adult, youth, and discounted fares; and

Whereas, the City of Gig Harbor has requested to participate in the PT trolley Service by contributing partnership funds to reduce the trolley service adult fare that is otherwise ordinarily charged to customers;

Now, therefore, the Parties agree as follows, incorporating by reference the above Recitals:

#### **1. PURPOSE OF AGREEMENT**

- 1.1 The purpose of this Agreement is to enter into a mutually beneficial contractual relationship to provide seasonal PT Trolley Service in Gig Harbor.
- 1.2 This Agreement establishes the general responsibilities of the Parties in relation to the Service, including methods for financing, implementing, improving and terminating the Service.
- 1.3 By February 28th of each year, the Parties will enter into a cost-sharing agreement based on the estimates for the upcoming Season’s PT trolley service hours and cost per service hour. At all times, the Parties acknowledge their intent to preserve a farebox recovery rate target of at least 16% of overall cost of the service. If the parties are unable to reach a cost-sharing agreement by March 31st of any year, this agreement will automatically terminate, with each party to bear its own costs associated with such termination.

- 1.4 Because of the benefit of the service to Gig Harbor, the parties wish to partner in order to reduce the adult fare that is charged to customers for the adult fare.

## **2. SERVICE DESCRIPTION**

- 2.1 The seasonal PT Trolley Service, will connect the historic Gig Harbor downtown waterfront district to the Uptown shopping district and provide a connection at the Kimball Park & Ride to provide access to other Pierce Transit and Sound Transit routes. The PT Trolley is a tailored transit solution that will aid in Gig Harbor's unique transportation challenges. The PT Trolley will help reduce congestion in downtown, connect the downtown and uptown districts and renew interest in public transportation. The Service will offer trips every 30 minutes beginning at approximately 11:00 a.m. to 7:30 p.m. Mondays, Wednesdays, and Thursdays, with extended service to approximately 10:00 p.m. on Tuesdays and Fridays. Saturday service will operate from approximately 9:30 am – 10:00 pm. Sunday service will operate from approximately 11:00 am – 5:30 pm. Service span and hours may be adjusted periodically utilizing ridership data to guide service planning decisions.
- 2.2 Service under this agreement shall be seasonal and commence on the Saturday before Memorial Day and terminate on Labor Day each year.

## **3. PIERCE TRANSIT'S RESPONSIBILITIES**

- 3.1 Pierce Transit will provide and maintain the vehicles and operate the Service as described in Section 2 Service Description.
- 3.2 Pierce Transit will pay its financial share as agreed in the parties' annual cost-sharing agreement.
- 3.3 In addition to providing and maintaining the vehicle and operating the Service, Pierce Transit will:
  1. Promotion:
    - a) Pierce Transit will advertise the seasonal PT Trolley Service via its normal marketing channels, and will include the Service information in Pierce Transit rider alert timetable and on Pierce Transit's web site.
  2. Trolley Stops:
    - a) Pierce Transit will identify, locate and install trolley stop signs. Pierce Transit will maintain trolley stop areas.

## **4. GIG HARBOR'S RESPONSIBILITIES**

4.1 Gig Harbor will pay its financial share as described in the Parties' annual cost-sharing agreement. Gig Harbor's financial share will be based on a targeted 16% recovery of the cost of services as described in Attachment A.

4.2 Gig Harbor will provide the transit service enhancements as described:

1. Promotion:

Provide promotional materials about the seasonal PT Trolley. This will be accomplished through:

- a) Lead from City of Gig Harbor's Economic Development to aid in marketing Trolley Service including participation in a marketing team developing promotional opportunities for the PT Trolley.
- b) Links and information on the City's web site.

2. Special Event Traffic Assistance:

- a) Provide lead and support to Pierce Transit service impacts staff to identify detour routes and aid PT Trolley and trolley bus access around special events occurring during the seasonal PT Trolley Service period.

3. Trolley Stop Signs:

- a) The City of Gig Harbor will assist with permitting for trolley stop signs for the project.

**5. COST OF SERVICE**

The estimated cost of service is based on the cost per service hour using Pierce Transit's cost allocation model and uses service hours for the duration of the seasonal Trolley Service.

**6. PERIOD OF AGREEMENT**

This Agreement covers the time period when the service commences on Saturday, May 24, 2014 and runs indefinitely, unless terminated pursuant the terms found as Section 10 herein or until the expiration or non-renewal of the parties annual cost-sharing agreement.

**7. INVOICES/PAYMENT PROCEDURES**

7.1 Pierce Transit will invoice Gig Harbor for their financial share under the cost-sharing agreement at the end of the seasonal service, for the transit service provided for herein.

- 7.2 The total service costs based on scheduled service hours for the seasonal Service is shown in Attachment A, and the parties shall reach a new cost-sharing agreement similar to Attachment A by February 28<sup>th</sup> of each year.
- 7.3 Gig Harbor shall make payment within thirty (30) days after receipt of an invoice.
- 7.4 In kind donations by Gig Harbor, if any, that further support marketing and outreach efforts for the Trolley Service are considered above and beyond Gig Harbor's contribution towards a 16% recovery of the estimated service costs and will not be considered as partial payment of this cost.

## **8. REPRESENTATIONS, INDEMNIFICATION AND DISPUTE RESOLUTION**

- 8.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.
- 8.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.
- 8.3 Each Party shall defend, indemnify and hold harmless the other Party, its elected officials, officers, officials, employees and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the indemnifying Party's own sole or concurrent negligent acts or omissions in the performance of this Agreement. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 8.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or in equity.
- 8.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Pierce County, Washington located in Tacoma, Washington, shall have exclusive jurisdiction and venue, as provided by law, over any legal action arising under this Agreement.



- 8.6 The Parties agree that each will be solely responsible for payment of its own attorney fees, witness fees, and/or costs associated with any dispute arising out of this Agreement.
- 8.7 The provisions of this section shall survive any termination of this Agreement.

## **9. CHANGES AND MODIFICATIONS**

This Agreement may be amended or modified only by prior written agreement signed by the Parties hereto.

## **10. TERMINATION OF AGREEMENT**

- 10.1 Any of the Parties may terminate this Agreement, in whole or in part, for any reason provided, however, that insofar as practicable, the Party terminating the Agreement will give not less than ninety (90) calendar days prior notice to non-terminating Party. Such termination shall be by written notice delivered by certified mail, return receipt requested, of intent to terminate.
- 10.2 If Gig Harbor terminates, Gig Harbor will pay Pierce Transit the full financial obligation as described in Attachment A to offset the startup and operation costs for the seasonal Trolley Service.
- 10.3 If the Parties are unable or unwilling to reach a cost-sharing agreement for the upcoming Season by February 28<sup>th</sup> of any year and update Attachment A, this agreement shall automatically terminate on March 31 of that year.

## **11. FORCE MAJEURE**

Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions; commandeering material, products, or facilities by the federal, state or local government; and/or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event, however, shall this provision eliminate the obligation to make payment to Pierce Transit for work performed in accordance with this Agreement.

## **12. WAIVER OF DEFAULT**

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

**13. ASSIGNMENT**

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that neither Party shall assign nor transfer in any manner any interest, obligation or benefit of this Agreement without the other’s prior written consent.

**14. NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties hereto and their respective successors and assigns any rights or remedies under or by virtue of this Agreement.

**15. MUTUAL NEGOTIATION AND CONSTRUCTION**

This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

**16. ALL TERMS AND CONDITIONS**

This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties related to the subject matter hereof and together with any attachments hereto, constitutes the entire agreement between the Parties. This Agreement may be amended only by written agreement of the Parties.

This Agreement and any attachments hereto contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

**17. CONTACT PERSONS**

The Parties shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement.

	<b>City of Gig Harbor</b>
Contact Name	<b>Denny Richards</b>
Organization	City of Gig Harbor
Title	<b>City Administrator</b>
Address	3510 Grandview Street Gig Harbor, WA 98355
Telephone	(253) 851-6127
Fax	(253) 853-7597
E-Mail	richardsd@cityofgigharbor.net

	<b>Pierce Transit</b>
Contact Name	Tina Lee
Title	Service Innovation Administrator
Address	PO Box 99070 Lakewood, WA 98496
Telephone	253-589-6887
Fax	253-581-8075
E-Mail	tlee@piercetransit.org

Each Party warrants and represents that its execution of this Agreement has been authorized by its governing body.

18. **Effective Date.** This Agreement shall take effect when it is signed by all the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF GIG HARBOR**

**PIERCE TRANSIT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Lynne Griffith

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A**

**2014 Cost-Sharing Agreement  
City of Gig Harbor and Pierce Transit**

I. **Service Cost Estimates and Monetary Contributions:** Monetary contributions by the City of Gig Harbor and Pierce Transit pursuant to Interlocal Agreement for Trolley Service (#\_\_\_\_\_) for the 2014 Seasonal PT Trolley Service are described below.

A. The estimated cost is a planning level estimate based on the hours and miles identified by Pierce Transit. The actual hours and miles needed to operate the service is determined by Pierce Transit during the scheduling of the service prior to implementation. The actual start up and operating costs may be higher or lower than the estimate provided in this agreement.

B. Pierce Transit's targeted system average farebox recovery rate is 16% based on a \$2.00 adult fare. The City of Gig Harbor partnership will allow customers to be charged a \$.50 adult fare, a 75% discount to customers of the usual adult fare, for the seasonal 2014 Trolley Service. The City of Gig Harbor agrees to contribute 75% of the estimated targeted 16% fare box recovery to achieve the \$.50 adult fare.

C. The City of Gig Harbor's estimated cost is \$36,340. Pierce Transit's estimated cost is \$266,492. If actual costs exceed the estimated amount, Pierce Transit will be liable for the higher cost as long as the service provided does not change significantly. If the parties agree to alter the service in ways that result in an increase in service hours, then this cost-sharing agreement will be renegotiated.

II. **2014 Trolley Service Estimates:**

Estimated 2014 Trolley Service Hours	2,132	
2014 Budgeted Cost Per Service Hour	<u>\$ 144</u>	
Estimated Cost to Operate Service	\$307,008	
PT Targeted Average Farebox Recovery Rate	16%	
Estimated Target Fare Box Recovery	\$49,121	(16% x Estimated Cost to Operate Service)
<b>Community Investment Needed to Reach Targeted 16% Farebox Recovery with \$.50 Fare</b>	<b>\$36,841</b>	(Estimated Fare Box Recovery x .75)
Community Investment @ \$.50 Adult Fare	\$36,841	
Estimated Passenger Fares	<u>\$12,280</u>	(Estimated 24,216 passengers @ \$.50)

Estimated Fare Box Recovery \$49,121

Financial Contributions

Pierce Transit	\$270,167
City of Gig Harbor	<u>\$ 36,841</u>
Estimated Cost to Operate Service	\$307,008

Pursuant to the terms of the Parties' Agreement (# \_\_\_\_\_), dated \_\_\_\_\_, Gig Harbor agrees to pay the Community Investment amount listed above for the 2014 PT Trolley Service to offset the adult fare charged to customers of the Service.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF GIG HARBOR**

**PIERCE TRANSIT**

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Lynne Griffith

Title:

\_\_\_\_\_

Title: Chief Executive Officer

Date:

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Date:

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