



**PIERCE TRANSIT BOARD MEETING**  
**Training Center, Rainier Room**  
**3720 96<sup>th</sup> Street SW, Lakewood, WA**  
**March 13, 2017, 4:00 PM**

**AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**PRESENTATIONS**

- Update from Downtown on the Go!

Kristina Walker  
Executive Director of Downtown on the Go!

**PUBLIC COMMENT**

*(Citizens wishing to provide comment will be given three minutes to comment on any transit-related matters regardless of whether it is an agenda item or not. The Chair, at his or her discretion, may reduce the comment time allowed to allow sufficient time for the Board to conduct business.)*

**CONSENT AGENDA**

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

1. Approval of Vouchers, March 2, 2017
2. Minutes: Regular Board Meeting of February 13, 2017
3. FS 17-011, Authority to Enter Into and Execute a Multi-Year Contract with Bridgestone Americas Tire Operations, LLC for Lease of Tires for Transit Bus Fleet
4. FS 17-012, A Resolution Amending the 2017 Capital Budget to Increase the Vanpool Replacement 2017 Project Budget and Authorizing the Purchase of Fifty-five (55) Replacement Vanpool Vans from Washington State Contract No. 05916
5. FS 17-013, Authority to Execute a Sole Source 3-Year Maintenance and Support Agreement with GIRO, Inc. for Maintenance of the Automatic Scheduling and Dispatch System
6. FS 17-014, A Resolution Ratifying the Declaration of Emergency Related to Tacoma Mall Transit Center for Damage Due to a Motor Vehicle Accident and Authorizing Related Expenditures for the Repair of the Facility

7. FS 17-015, A Resolution Repealing Resolution No. 99-025 Authorizing Awards for County-wide Commute Trip Reduction Participation and Authorizing an Award Increase up to \$30,000 Annually for County-wide Commute Trip Reduction Incentives
8. FS 17-016, A Resolution Authorizing the CEO to Enter Into an Agreement with the City of Tacoma to Administer National Endowment for the Arts Grant Funds for Creation of a Culture and Transportation Plan in Tacoma's Theater District and Awarding a Contract to Walker Macy for the Tacoma Theater District Placemaking Project

### **ACTION AGENDA**

1. FS 17-017, Authority to Execute Amendment No. 4 with First Transit, Inc., (ADA Contract No. PT-01-012) to Provide for ADA Paratransit Services Through June 30, 2018 Mike Griffus  
Executive Director of Service  
Delivery & Support
2. FS 17-018, A Resolution Authorizing the Chief Executive Officer to Execute a Grant Agreement for FTA Mobility On Demand Sandbox Research Funding and Approve a Pilot Feeder Service Project Penny Grellier  
Business Partnership Administrator
3. FS 17-019, A Resolution Amending the 2017 Capital Budget to Increase the Support Vehicles Replacement 2017 Project and Authorizing the Purchase of One (1) Marketing, One (1) Facilities, Two (2) Admin/Relief, Two (2) Shuttle Supervisor, and Five (5) Service Supervisor Replacement Support Vehicles from Washington State Contract Nos. 02511 and 05916 Kevin Zinski  
Fleet Manager

### **STAFF UPDATES/DISCUSSION**

- CEO's Report Sue Dreier

### **INFORMATIONAL BOARD ITEMS**

- Chair Report Chair Keel
- Sound Transit Update Commissioner Strickland
- Commissioners' Comments

### **EXECUTIVE SESSION**

### **ADJOURNMENT**

**PIERCE TRANSIT  
BOARD OF COMMISSIONERS  
MINUTES**

**February 13, 2017**

**CALL TO ORDER**

Chair Keel called the meeting to order at 4:10 p.m.

Commissioners present:

Kent Keel, Chair of the Board, City of University Place Mayor Pro Tem  
Nancy Henderson, Vice Chair of the Board, Town of Steilacoom Councilmember  
*(representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom)*  
Don Anderson, City of Lakewood Mayor *(arrived at 4:15 p.m.)*  
Marilyn Strickland, Mayor of the City of Tacoma  
Bruce Dammeier, Pierce County Executive *(arrived at 4:15 p.m.)*  
Ryan Mello, City of Tacoma Councilmember  
Heather Shadko, City of Puyallup Councilmember

Commissioners excused:

Daryl Eidinger, City of Edgewood Mayor *(representing Fife/Milton/Edgewood)*  
Rick Talbert, Pierce County Councilmember

Staff present:

Sue Dreier, Chief Executive Officer  
Dana Henderson, General Counsel  
Deanne Jacobson, Assistant to the CEO/Clerk of the Board  
Kristol Bias, Records Coordinator/Deputy Clerk of the Board

**PRESENTATIONS**

**2016 Ridership Report**

Senior Planner Max Henkle gave an overview of the 2016 annual ridership for fixed route, SHUTTLE and vanpool monthly boardings. He noted ridership is following nationwide trends, decreasing 6 percent since 2015. *(Commissioners Bruce Dammeier and Don Anderson arrived at 4:15 p.m.)*

A discussion ensued regarding the consistencies between Pierce Transit and national bus ridership data. Upon inquiry, CEO Sue Dreier noted bus ridership being down all across the nation and agreed to share related data with the Board at a later date from her recent trip to the American Public Transportation Association (APTA) Transit CEOs Conference. Ms. Dreier assured the Board that Pierce Transit is continually looking at how to best meet the needs of their customers.

Prior to Commissioner Bruce Dammeier providing his feedback on the ridership report, Chair Keel welcomed him to the Pierce Transit Board and congratulated him on being elected Pierce County Executive.

## **Fourth Quarter (2016) Major Capital Initiatives Report**

Project Management Office Manager Heidi Soule gave an overview on the status of 12 major capital projects with a budget of \$1 million or more.

Chair Keel requested that staff include completed projects in this report moving forward.

## **Fourth Quarter (2016) CTAG Report**

Community Transportation Advisory Group (CTAG) Chair Chris Karnes reported on the efforts that the group has been working on relating to the upcoming March 2017 service change, Comprehensive Route Analysis and Pacific Avenue High Capacity Transit (HCT) project. Mr. Karnes noted that CTAG has recently received several updates from Pierce Transit staff on major initiatives, and some CTAG members will be participating in the service change transit outreach events on March 8, 9 and 13.

## **PUBLIC COMMENT**

Chair Keel provided direction for participating in public comment and the following individuals spoke:

- Cinderella Helga, Lakewood, reported an inconsistency with being told whether riders traveling on the Sound Transit 594 bus are allowed to bring suitcases onto the bus. Ms. Helga also expressed her concern with the 48 bus no longer being available outside of the Pierce Transit headquarters building.
- Marina Becker, Tacoma, Director with Metro Parks, spoke in support of the upcoming Downtown to Defiance Trolley pilot service project. Ms. Becker expressed her appreciation for the consideration of this pilot project, staff working on this project and partnership with Pierce Transit. Ms. Becker noted Metro Parks will bring communication and marketing resources in this partnership to create a public awareness.

## **CONSENT AGENDA**

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

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

Motion **carried**, 7-0.

1. Approval of Vouchers, February 1, 2016  
 Operating Fund #10  
 Self Insurance Fund #40  
 Capital Fund #90  
 Voucher CK Nos. 353864 through 354397  
 Advance Travel CK Nos. 1161 through 1161  
 Wire Nos. 1873 through 1892  
 Total \$12,553,932.51
2. Minutes: Regular Board Meeting of January 9, 2017
3. Fourth Quarter (2016) Sole Source Report/100K Report
4. FS 17-007, Authorized the Chief Executive Officer to enter into and execute a fiscal agreement with MultiCare Health Systems for coordinated transportation services of the Adult Day Health Express retroactive from January 1, 2017 through December 31, 2017, with the option of two one year extension for the total amount of the contract not to exceed \$1,334,315
5. FS 17-008, Authorized the Chief Executive Officer to enter into and execute a sole source contract with High Line Corporation for upgrading and hosting services in the amount not to exceed \$81,621
6. FS 17-009, Authorized the Chief Executive Officer to execute a sole source contract for upgrading the Hastus scheduling and dispatch system with GIRO, Inc. in an amount not to exceed \$932,496.61

### **ACTION AGENDA**

1. **FS 17-010, A Resolution Authorizing the Operation of the Seasonal Downtown to Defiance Pilot Service and the Execution of an Interlocal Agreement for Downtown to Defiance Trolley Pilot Service with City of Tacoma and Metropolitan Park District of Tacoma**

Commissioners Dammeier and Strickland **moved** and seconded to approve Resolution No. 17-005 authorizing the operation of the seasonal Downtown to Defiance pilot service and authorizing the Chief Executive Officer to enter into and execute the agreement with the City of Tacoma and Metro Parks for a pilot service to test seasonal Downtown to Defiance Trolley service.

Community Development Administrator Tina Lee reported on the proposed pilot service project that would offer a special fare to riders and run June 2, 2017 through September 3, 2017. Ms. Lee noted that this one year pilot will help Pierce Transit learn whether there is a desire to have this type of service and what the operational challenges are for this corridor.

A question and answer period ensued regarding the rationale behind the special fare to riders, route and stop details in comparison to other local transportation options, and whether Pierce Transit could track the origin of the rides and track data for local ridership versus non local ridership.

Staff noted that a survey will be conducted after the service is underway and the results will be provided to the Board. Upon inquiry, staff also noted that the pilot service will be advertised in every jurisdiction and information will also be provided at the Washington State Spring Fair.

The Board thanked Pierce Transit staff for their efforts on this project and expressed their excitement.

Motion **carried**, 7-0.

## **STAFF UPDATES/DISCUSSION**

### **CEO's Report**

CEO Sue Dreier reported on the following items:

- Agency staff has been working with the Athena Group in preparation for the upcoming February 22, 2017 Board Retreat. Ms. Dreier noted the potential for an additional session if there is not enough time to cover all of the agenda items.
- Recognition was given to agency vehicle maintenance personnel after two MCI coaches recently caught on fire. Agency mechanics alleviated the safety issue for Pierce and Sound Transit after an unsuccessful attempt was made by the manufacturer to provide a successful fix.
- “More to Smile About!” is the theme for the upcoming Spring 2017 service change communications and marketing campaign. In keeping with that theme agency service change Street Teams will hand out “smiles” to riders. Smile stick props that will be given out to customers during the first two weeks of service were passed out to the Board for review and pictures were taken by the agency’s Public Relation Officer as the Board shared their excitement for the campaign.

## **INFORMATIONAL BOARD ITEMS**

### **Sound Transit Update**

Commissioner Strickland reported that Sound Transit is making massive improvements and she is challenging the Tacoma region to make sure the city has the workforce to fulfil these projects.

## **Chair Report**

Chair Keel reported that he will be joining the Sound Transit Board. There will now be three Pierce Transit Board members representing Sound Transit, the Puget Sound Regional Council (PSRC) and the Pierce County Regional Council (PCRC). Chair Keel advocated Board members in those venues to work together for the betterment of Pierce Transit.

## **Commissioners' Comments**

Commissioner Henderson thanked CEO Sue Dreier for the beneficial monthly reports she sends to the Board. She also described her recent experience while on a Pierce Transit police ride along and noted she was very impressed by the Deputy's alertness and attention to quality of life issues, such as smoking at bus stops. Commissioner Henderson expressed her gratitude to all of Public Safety and Police Officers for their daily acts of bravery.

## **EXECUTIVE SESSION**

At 5:11 p.m. the regular meeting was recessed into Executive Session for approximately 15 minutes to discuss pending litigation, pursuant to RCW 42.30.110 (1)(i). It was noted that formal action would not occur in open session following the executive session.

At 5:26 p.m. Chair Keel extended the executive session 5 minutes. The extension was announced to attendees.

## **RECONVENE**

At 5:31 p.m. the regular meeting was convened.

## **ADJOURNMENT**

Commissioners Anderson and Strickland **moved** and seconded to adjourn the meeting at 5:31 p.m.

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Kristol Bias  
Records Coordinator/Deputy Clerk of the Board

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Kent Keel, Chair  
Board of Commissioners

## FACT SHEET

TITLE: Authority to Enter Into and Execute a Multi-Year Contract with Bridgestone Americas Tire Operations, LLC for Lease of Tires for Transit Bus Fleet

DIVISION: Maintenance

ORIGINATOR: Kevin Zinski, Fleet Manager

PRECEDING ACTION:

COORDINATING DEPARTMENT: Maintenance, Procurement

APPROVED FOR SUBMITTAL:

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Chief Financial Officer

APPROVED FOR AGENDA:

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Chief Executive Officer

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General Counsel

ATTACHMENTS:

N/A

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### BUDGET INFORMATION

Years 2017-2024 Budget Amounts	Required Expenditure	Impact
\$5,579,616	\$5,579,616	\$N/A

Explanation: The cost estimate for the lease of tires for transit bus fleet contract is the base price of \$728,175 for the first year. This is based on the actual bid received. The estimate for the second (2<sup>nd</sup>) through seventh (7<sup>th</sup>) years are: year two (2) \$750,021; year three (3) \$772,521; year four (4) \$795,697, year five (5) \$819,568, option year six (6) \$844,155, and option year seven (7) \$869,479 based on a maximum three percent (3%) yearly increase over term of contract not to exceed \$5,579,616.

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### BACKGROUND:

The Invitation for Bid was released on January 11, 2017 and was posted on the eBids website, advertised on Pierce Transit's website, The Daily Journal of Commerce, Tacoma Daily Index, the Office of Minority & Women's Business Enterprises (OMWBE) and Transit Talent. There were six (6) companies that downloaded the bid documents. Pierce Transit received clarification questions from the three (3) major companies. A public bid opening was held and representatives from two companies were in attendance. One (1) bid was received on-time and was determined responsive from Bridgestone Americas Tire Operations, LLC and one (1) bid was received after the bid opening time and was therefore determined non-responsive.



Four (4) Pierce Transit employees completed a thorough review of the bid price proposal and the responsiveness criteria set forth in the bid. Staff concurred that Bridgestone Americas Tire Operations, LLC's price proposal was fair and reasonable and that Bridgestone Americas Tire Operations, LLC is able to meet the requirements of the bid. Additionally, Bridgestone Americas Tire Operations, LLC currently provides tire leasing and service to several local transit agencies such as King County Metro, Spokane Transit Authority, and Ben Franklin Transit.

ALTERNATIVES:

The alternative would be to reject the bid and start the procurement over. This is not recommended as staff has confirmed the bidder meets the standards of Pierce Transit and is a responsive and responsible bidder. The price is already in aligned with existing costs and has been determined to be fair and reasonable.

RECOMMENDATION:

Authorize the Chief Executive Officer to enter into and execute a multi-year contract with Bridgestone Americas Tire Operations, LLC for lease of tires for transit bus fleet for five (5) years, with two (2) optional one-year extensions for an approximate cost of \$5,579,616 if both option years are utilized.

## FACT SHEET

TITLE: A Resolution Amending the 2017 Capital Budget to Increase the Vanpool Replacement 2017 Project Budget and Authorizing the Purchase of Fifty-five (55) Replacement Vanpool Vans from Washington State Contract No. 05916

DIVISION: Maintenance

ORIGINATOR: Kevin Zinski, Fleet Manager

PRECEDING ACTION: 16-047, Adoption of the 2017 Budget

COORDINATING DEPARTMENT: Finance, Procurement

APPROVED FOR SUBMITTAL:

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Chief Financial Officer

APPROVED FOR AGENDA:

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Chief Executive Officer

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General Counsel

ATTACHMENTS:

Proposed Resolution

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### BUDGET INFORMATION

	Required Expenditure	Impact
2017 Budget Amount		
\$1,714,292	Local: \$1,059,875	\$25,000
2017 Requested Amendment	Grant: \$ 679,417	
\$25,000	Total Expenditure: \$1,739,292	
Total Budget		
\$1,739,292		

Explanation: This amendment increased the Capital Project Vanpool Replacement 2017 Project which includes grant funding in the amount of \$679,417 and authorizes the purchase of fifty-five (55) Vanpool vehicles. The additional requested funds are available from capital reserves.

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### BACKGROUND:

This resolution seeks authority to purchase fifty-five (55) replacement Vanpool vans: thirteen (13) 7-Passengers, twenty-nine (29) 12-passenger, and thirteen (13) 15-passenger replacement Vanpool vans from Washington State Contract No. 05916 in March 2017.

The Agency budget for 2017 includes funding for thirteen (13) 7-Passengers, twenty-nine (29) 12-passenger, and thirteen (13) 15-passenger Vanpool replacements (Replacement policy: 7 years or 120,000 miles). The vans being replaced are 11-years old with average mileage of 131,598 and are consistent with Pierce Transit's Replacement Policy. The State of Washington has established vehicle contracts that allow use by political subdivisions and these contracts are currently available for use. Staff has reviewed the contracts available and has identified vehicles appropriate for our intended purpose.

Vehicles to be purchased include 7-passenger Dodge Grand Caravans, 12-passenger Chevrolet Express 3500 vans, and 15-passenger Chevrolet Express 3500 vans. State contract pricing is obtained on a competitive bid basis and is considered to be fair and reasonable. Federal Grant funds in the amount of \$679,417 will be used to purchase these vans.

**ALTERNATIVES:**

Develop specifications and solicit bids ourselves; however, in the past we were not able to achieve the deep discounts offered in the state contracts due to statewide purchasing volume.

**RECOMMENDATION:**

Approve Resolution No. 17-006, amending the 2017 Capital Budget to increase the Vanpool replacement 2017 project budget and authorizing the purchase of fifty-five (55) replacement vanpool vans from Washington State Contract No. 05916.

**RESOLUTION NO. 17-006**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Amending the 2017 Capital Budget to Increase  
2 the Vanpool Replacement 2017 Project Budget and Authorizing the Purchase of Fifty-five (55) Replacement  
3 Vanpool Vans From Washington State Contract No. 05916  
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5 WHEREAS, by Resolution No. 16-047, approved on the 12<sup>th</sup> day of December 2016, the Board of  
6 Commissioners of Pierce Transit adopted the 2017 Agency Budget; and

7 WHEREAS; the Agency Budget for 2017 includes funding for the purchase of fifty-five (55)  
8 replacement Vanpool vans: thirteen (13) 7-passenger, twenty-nine (29) 12-passenger, and thirteen (13) 15-  
9 passenger vans; and

10 WHEREAS, grant funding is available from the Federal Transit Administration in the amount of  
11 \$679,417; and

12 WHEREAS, the Agency Replacement policy for Vanpool vans is seven (7) years or 120,000 miles and  
13 vans being replaced are 11-years old with average mileage of 131,598; and

14 WHEREAS, Washington State Vehicle Contract No. 05916 was competitively bid and the cost is  
15 considered to be fair and reasonable; and

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

17 Section 1. The 2017 Capital Budget is herewith amended to increase the Vanpool Replacement  
18 2017 Project by \$25,000, from \$1,714,292 to \$1,739,292.

19 Section 2. The Chief Executive Officer is hereby authorized to purchase fifty-five (55) replacement  
20 Vanpool vans: thirteen (13) 7-passenger, twenty-nine (29) 12-passenger, and thirteen (13) 15-passenger vans  
21 from Washington State Contract No. 05916 in the amount of \$1,739,292.

22 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
23 the 13th day of March, 2017.

24 PIERCE TRANSIT

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28 Kent Keel, Chair  
29 Board of Commissioners

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ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC  
Clerk of the Board

## FACT SHEET

TITLE: Authority to Execute a Sole Source 3-Year Maintenance and Support Agreement with GIRO, Inc.

DIVISION: Administration

ORIGINATOR: Keith Messner, Chief Technology Officer

PRECEDING ACTION: Resolution No. 05-024, Authority to execute a sole source Maintenance and Support Agreement for our automated scheduling and fixed route dispatch system with GIRO, Inc.;

Resolution No. 08-003, Authority to execute a sole source Maintenance and Support Agreement for our automated scheduling and fixed route dispatch system with GIRO, Inc.;

Resolution No. 11-003, Authority to execute a sole source Maintenance and Support Agreement for our automated scheduling and fixed route dispatch system with GIRO, Inc.;

EFC Fact Sheet NO. 13-027, Authority to execute a sole source Maintenance and Support Agreement for our automated scheduling and fixed route dispatch system with GIRO, Inc.; (Reference number: 673-2)

Resolution No. 16-047, Adoption of the 2017 Budget

COORDINATING DEPARTMENT: Information Technology, Procurement

APPROVED FOR SUBMITTAL:

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Chief Financial Officer

APPROVED FOR AGENDA:

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Chief Executive Officer

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General Counsel

ATTACHMENTS:

N/A

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### BUDGET INFORMATION

2017 Budget Amount  
\$212,350

Required Expenditure  
2017 - \$214,939  
Entire 3-Year Agreement: \$\$605,678

Impact  
2017 - \$2,589

Explanation: The current Maintenance Agreement expires on April 20, 2017. The new Agreement locks in maintenance and support costs for our automated scheduling and dispatch system for the next three years. The budget amount includes the 2017 Agreement fee. Year 2 and 3 fees will be budgeted in the 2018 and 2019 budgets. Funds required for 2017 are included in the 2017 Maintenance and Operations budget. Costs for 2017 exceed the original budgeted amount by \$2,589 due to the fact additional Hastus modules were purchased for the 2017 system upgrade and this increase was not known during the budget process. This overage will be covered under systems enhancement funds in the IT M&O budget. Costs for 2018 and 2019 are \$192,957 and \$197,778 respectively. Total cost of the 3-year agreement is \$605,675 (including tax).

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**BACKGROUND:**

This resolution requests authority to execute a three-year Maintenance and Support Agreement for our current automated scheduling and dispatch system with GIRO, Inc.

Pierce Transit uses a computer-aided system to plan, schedule, dispatch, and manage its fixed route bus service. This system allows Pierce Transit to optimize the use of staff and equipment. The scheduling system generates and stores all of our transit trips, assigns vehicles to operate the trips and assigns pieces of work for transit operators. The system is also the timekeeping system for our transit operators and maintenance personnel, and is the source of all timekeeping data that is passed to our Payroll System for payroll processing. The system is a critical part of our business.

The original system was purchased from GIRO 31 years ago. The current three-year Maintenance Agreement expires on April 20, 2017. We have negotiated a new three-year maintenance and support agreement that locks in maintenance and support costs for a three year period.

GIRO, Inc., is the proprietary vendor for this software and is the only firm that can provide maintenance and support for the system. They have provided superior service over the years. This system and its related modules are also successfully in use at King County Metro and Community Transit, which greatly eases coordination as regional projects develop. Staff conducted a price comparison with other users and has found that the price proposed for the Maintenance and Support Agreement is fair and reasonable.

**ALTERNATIVES:**

The alternative would be to enter into a costlier single year Maintenance Agreement, however savings realized from a multiyear agreement would be lost.

**RECOMMENDATION:**

Authorize the Chief Executive Officer to enter into and execute a 3-year Sole Source Maintenance and Support Agreement with Giro, Inc., for maintenance of the automated scheduling and dispatch system.

## FACT SHEET

TITLE: A Resolution Ratifying the Declaration of Emergency Related to Tacoma Mall Transit Center Damage Due to a Motor Vehicle Accident and Authorizing Related Expenditures for the Repair of the Facility

DIVISION: Maintenance

ORIGINATOR: Clint Steele, Project Management Office

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT: Facilities Maintenance, Purchasing, Project Management Office

APPROVED FOR SUBMITTAL:

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Chief Financial Officer

APPROVED FOR AGENDA:

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Chief Executive Officer

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General Counsel

ATTACHMENTS:

Proposed Resolution

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### BUDGET INFORMATION

2017 Budget Amount  
N/A

Required Expenditure  
Emergency Repair: \$62,500.00  
20% contingency: \$17,500.00  
Total approved budget: \$75,000.00

Impact  
N/A

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### BACKGROUND:

This resolution requests ratification of the Chief Executive Officer's Declaration of Emergency made on February 17, 2017 in response to a motor vehicle accident that took place at the Tacoma Mall Transit Center.

At approximately 3:30pm on Monday, February 13<sup>th</sup>, 2017, a private vehicle veered from the road and struck the Tacoma Mall Transit Center, located at 2508 47<sup>th</sup> Street, Tacoma, WA 98409. The vehicle struck a transit shelter structure, light pole, seating, and other amenities which caused significant damage. The Transit Center is accessed by many and is located next to the Tacoma Mall, which is a highly used transit location. The damage to the property resulted in a real, immediate threat to the proper performance of essential functions as well as a material loss or damage to property.



Therefore, in accordance with RCW 39.04.280 and Pierce Transit Code Section 3.13.08 – Emergency, the Chief Executive Officer has declared the existence of an emergency allowing suspension of competitive bid procedures and execution of contracts necessary to complete the repair work needed to restore the facility to a safe condition. Although competitive bid processes will be suspended, the Chief Executive Officer will ensure that all other Public Work rules and regulations are adhered to and will keep the Board informed of any contracts executed to remedy the emergency.

ALTERNATIVES:

The alternative would be not to ratify the Chief Executive Officer's finding of an emergency. However, work on the facility must be completed expeditiously to eliminate risk of injury and loss to the agency.

RECOMMENDATION:

Approve Resolution No. 17-007, ratifying the declaration of emergency related to Tacoma Mall Transit Center damage due to a Motor Vehicle Accident, and authorizing expenditures in an amount not to exceed \$75,000.00 for the repair of the facility.

**RESOLUTION NO. 17-007**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Ratifying the Declaration of Emergency Related  
2 to Tacoma Mall Transit Center Damage Due to a Motor Vehicle Accident and Authorizing Related Expenditures  
3 for the Repair of the Facility  
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5 WHEREAS, at approximately 3:30pm on Monday, February 13, 2017, a private motor vehicle accident  
6 occurred at Pierce Transit’s Tacoma Mall Transit Center; and

7 WHEREAS; the accident caused significant damage and loss; and

8 WHEREAS, as a result, the current condition of the property has resulted in a real, immediate threat to  
9 the proper performance of essential functions as well as a material loss or damage to property; and

10 WHEREAS, in accordance with RCW 39.04.280 and Pierce Transit Procurement Procedures adopted on  
11 April 14, 2008 by the Board of Commissioners, the Chief Executive Officer declared the existence of an  
12 emergency allowing suspension of competitive bid procedures and execution of contracts necessary to  
13 complete the repair work needed to restore the facility to a safe and operable condition; and

14 WHEREAS, the Board of Commissioners of Pierce Transit finds it in the best interest of Pierce Transit to  
15 ratify the Chief Executive Officer’s Declaration of Emergency related to Tacoma Mall Transit Center damage  
16 due to a Motor Vehicle Accident;

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

18 Section 1. The Chief Executive Officer’s Declaration of an Emergency made on February 17, 2017  
19 in response to the motor vehicle accident at the Tacoma Mall Transit Center is hereby ratified in  
20 accordance with RCW 39.04.280 and Pierce Transit Code Section 3.13.08 – Emergency; and

21 Section 2. Authorize repairs of the facility in an amount not to exceed \$75,000.00.

22 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
23 the 13th day of March, 2017.

24 PIERCE TRANSIT

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28 Kent Keel, Chair  
29 Board of Commissioners  
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1 ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC

5 Clerk of the Board

## FACT SHEET

TITLE: A Resolution Repealing Resolution No. 99-025 Authorizing Awards for County-wide Commute Trip Reduction Participation and Authorizing an Award Increase up to \$30,000 Annually for County-wide Commute Trip Reduction Participation Incentives

DIVISION: Employer Services

ORIGINATOR: Sharon Stockwell, Senior Employer Services Coordinator

PRECEDING ACTION: Resolution No. 99-025, Authority to Provide Awards up to \$1,000 Annually for County-wide Commute Trip Reduction Participation

COORDINATING DEPARTMENT: Community Development

APPROVED FOR SUBMITTAL:

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Chief Financial Officer

APPROVED FOR AGENDA:

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Chief Executive Officer

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

ATTACHMENTS:

Proposed Resolution

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### BUDGET INFORMATION

2017 Budget Amount  
\$10,000

Required Expenditure  
\$10,000

Impact  
\$0.00

Explanation: \$10,000 approved in 2017 budget. Pending Board approval, future CTR incentive program budgets would increase within the approved limit if the program expanded.

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### BACKGROUND:

In 1991, the Washington State Legislature passed the Commute Trip Reduction (CTR) law (RCW 70.94.531) impacting employers with 100 or more employees. The goal of CTR is to improve transportation system efficiency, conserve energy, and improve air quality. The law requires employers to develop effective transportation programs that encourage the use of non-drive alone transportation options.

Pierce Transit contracts with Pierce County and the City of Tacoma to work directly with employers to meet the CTR requirements. The Agency works with 180+ employer partners providing a suite of programs and services. Campaigns such as "Wheel Options" and the "Relax Rewards" incentive programs have proven to increase

participation in CTR programs by offering incentives to individuals who track their commute modes on the PierceTrips website. Incentives are generally small prizes of gift cards valued at \$5 to \$25 per prize. Each participating employee can receive up to \$50 in rewards annually.

In 2016, 2,150 employees from 106 employers in Pierce County regularly participated in CTR and logged their trips at PierceTrips. Last year, the incentives program cost approximately \$19,000, funded by Pierce Transit (\$3,000) and Congestion Mitigation and Air Quality (CMAQ) grants (\$16,000). For this relatively small investment, the Agency is able to track that commuters took 322,000 non-drive alone trips, traveled 6.1 million non-drive alone miles, and saved 4.7 million pounds of CO2 emissions. The incentive portion of the Agency's CTR program represents a cost of less than \$9 per participant. The goal for the incentives program is to increase the number of commuters logging trips and miles. With the additional authority requested by this resolution, Agency staff aims to grow the number of new CTR participants and hopefully implement a milestone program to encourage existing users to continue or increase their participation. Staff estimates that the CTR program could grow by 10% each year by 2020, for a total of 3000 annual participants.

On September 1, 2016, the Federal Highway Administration reinterpreted the rules for CMAQ funding, such that most incentive programs are no longer eligible. CMAQ grant funds will instead be used for other CTR program needs. Resolution No. 99-025 authorized the CEO to expend up to \$1,000 in support of county-wide CTR programs. Given the passage of time, a renewed focus on alleviating congestion, and since CMAQ funds are no longer available for these incentive programs, staff seeks to increase the CEO's authority to provide local funds of up to \$30,000 to maintain and grow the success of CTR programs. The CTR incentives program budget would be approved annually through the budget process, and the effectiveness of the incentives program will be re-evaluated annually. In 2017, the Employer Services budget allocates \$10,000 to this CTR incentive program.

Authorizing the Chief Executive Officer to provide up to \$30,000 per year, as approved by the annual budget, will affirm Pierce Transit's commitment to increasing ridership, reducing congestion, conserving energy and improving air quality.

#### ALTERNATIVES:

Declining authorization will require the Agency to decrease its investment in the CTR incentives program which may increase drive alone trips and reduce Pierce Transit's ridership.

#### RECOMMENDATION:

Approve Resolution No. 17-008, repealing Resolution No. 99-025, Authority to Provide Awards up to \$1,000 Annually for County-wide Commute Trip Reduction Participation; and

Authorizing the Chief Executive Officer to provide up to \$30,000 annually for County-wide Commute Trip Reduction participation incentives.

**RESOLUTION NO. 17-008**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Up To \$30,000 Annually for  
2 Awards for County-wide Commute Trip Reduction Participation Incentives  
3

4 WHEREAS; in 1991, the Washington State Legislature passed the Commute Trip Reduction (CTR) law  
5 that impacts employers with 100 or more employees, requiring employers to develop effective transportation  
6 programs that encourage the use of non-drive alone transportation options; and

7 WHEREAS, Pierce Transit contracts with Pierce County and the City of Tacoma to work directly with  
8 employers to meet the requirements of the law; and

9 WHEREAS, Pierce Transit provides a suite of programs and services including an incentive program  
10 that rewards participants that has proven to increase participation in CTR efforts; and

11 WHEREAS, the CTR incentives program does not allow a participant to receive more than \$50 in  
12 incentive rewards per year; and

13 WHEREAS, In 2016 a \$19,000 incentives investment allowed Pierce Transit to track that commuters  
14 took 322,000 non-drive alone trips, traveled 6.1 million non-drive alone miles, and saved 4.7 million pounds  
15 of CO2 emissions; and

16 WHEREAS, the majority of the funding for CTR incentives has previously come from various  
17 Congestion Mitigation and Air Quality (CMAQ) grants that are no longer eligible for reimbursement for this  
18 purpose; and

19 WHEREAS, Pierce Transit plans to continue CTR efforts and rewards programs to incent individuals to  
20 utilize public transportation options; and

21 WHEREAS, Resolution 99-025 which authorized only \$1,000 for CTR participation incentives is  
22 outdated and no longer provides sufficient financial authority to allow staff to fully engage Pierce County  
23 commuters in CTR efforts; and

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

25 Section 1. The Board of Commissioners hereby repeals Resolution 99-025, Authority to Provide  
26 Awards up to \$1,000 Annually for County-wide Commute Trip Reduction Participation; and

27 Section 2. The Board of Commissioners hereby authorizes up to \$30,000 annually, as approved by  
28 the annual budget, to provide awards for county-wide Commute Trip Reduction participation programs.  
29  
30

1 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the  
2 13th day of March, 2017.

3 PIERCE TRANSIT

4  
5 \_\_\_\_\_  
6 Kent Keel, Chair  
7 Board of Commissioners  
8  
9

10 ATTEST/AUTHENTICATED

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

## FACT SHEET

TITLE: A Resolution Authorizing the CEO to Enter Into an Agreement with the City of Tacoma to Administer National Endowment for the Arts Grant Funds for Creation of a Culture and Transportation Plan in Tacoma's Theater District and Awarding a Contract to Walker Macy for the Tacoma Theater District Placemaking Project

DIVISION: Planning and Community Development

ORIGINATOR: Janine Robinson, Senior Planner

PRECEDING ACTION: Resolution 16-047 Adoption of 2017 Budget

Resolution 16-027, Authority to Amend 2016 Capital Budget to Add the Commerce Placemaking Project

COORDINATING DEPARTMENTS:

APPROVED FOR SUBMITTAL:

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

APPROVED FOR AGENDA:

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

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

ATTACHMENTS:

Proposed Resolution  
Exhibit A, Proposed Agreement with City of Tacoma

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### BUDGET INFORMATION

2017 Budget Amount  
\$250,000

Required Expenditure  
\$232,000

Impact  
(\$18,000)  
Under Budget

Explanation: The study will be funded with \$200,000 Pierce Transit funds and \$32,000 provided by the City of Tacoma from a National Endowment for the Arts grant.

---

BACKGROUND:

This resolution requests authority for the CEO to enter into an intergovernmental agreement with The City of Tacoma for \$32,000 to administer a consultant contract for creation of a Tacoma Theater District Culture and Transportation Plan. This resolution also requests authority to award a consultant contract to Walker Macy for conducting the work.



Pierce Transit partnered with the City of Tacoma and the Broadway Center for Performing Arts (BCPA) for a Creative Placemaking grant to conduct this project. As the eligible grant recipient, the City was awarded \$50,000 from the NEA's "Our Town" Program. The City will pass \$32,000 through to Pierce Transit to administer the consultant contract and the City will directly administer \$18,000 of the grant amount to fund the artist engagement portion of the project in partnership with Spaceworks Tacoma (a joint initiative of the City of Tacoma and the Tacoma-Pierce County Chamber of Commerce which provides opportunities to artists and entrepreneurs).

The project will create a Tacoma Theater District Transportation & Culture Plan with the aim of bringing about a vibrant, visually appealing destination for cultural, artistic, civic, and local marketplace activities, a destination that is well-served by multiple forms of transportation and offers convenient transit connections. Important dimensions of the plan will be to consider the role of public transportation and how it can best support and enhance the cultural activities in this location, as well as how art and cultural activities can best complement public transportation. The project provides for stakeholder engagement, plan development, technical studies and conceptual designs that will leverage the existing public investments and attract additional public and private investments to the district.

Each of the partners owns or operates significant assets that can contribute to economic development and revitalization of this district. This project is an opportunity to use best practices in urban design, creative placemaking, transit oriented development, and public art to better connect the transit hub with the BCPA and other cultural activities, increase pedestrian flow, and foster economic vitality. The expected outcome will create a safe sense of place where community members want to gather and express themselves, enhance this district, and strengthen access and usability of the publicly owned spaces in this urban center.

A Request for Proposals/Request for Qualifications (RFP/RFQ) for the consultant contract was released on August 31, 2016. Statements of Qualifications and Proposals were due by October 4, 2016. Pierce Transit received 12 proposals and interviewed the top three (ranked and scored) consultant teams. After careful review of the firms' qualifications and proposals, the selection committee chose Walker Macy and negotiated the scope of work and fees for the project. The contract with Walker Macy is for an amount not to exceed \$232,000.

This project will result in a plan and concepts that will guide further design work, public investment, and encourage well-thought-out and appropriately planned private development. In-kind commitments from all partners, including Pierce Transit, City of Tacoma, and BCPA staff time, event space, and expertise, show real commitment from the partners to make this project a success.

#### ALTERNATIVES:

An alternative would be to not conduct the study. However, Pierce Transit has committed to at least \$50,000 match for the NEA grant, so the partners would risk loss of the \$50,000 in grant funds. In addition, PT's Commerce turnaround facility is in need of significant mid-life maintenance. Leveraging those future necessary maintenance funds for a project that enhances the facility and the district in a transformative way will put those future funds to greater use. The investment in this study sets the stage for how to best spend those funds.

RECOMMENDATION:

Approve Resolution No. 17-009, authorizing the CEO to enter into and execute a contract with the City of Tacoma to administer National Endowment for the Arts grant funds for creation of a culture and transportation plan in Tacoma's Theater District and awarding a Contract to Walker Macy for the Tacoma Theater District Placemaking Project.

**RESOLUTION NO. 17-009**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the CEO to Enter Into an  
2 Agreement with the City of Tacoma to Administer National Endowment for the Arts Grant Funds for Creation  
3 of a Culture and Transportation Plan in Tacoma’s Theater District and Awarding a Contract to Walker Macy for  
4 the Tacoma Theater District Placemaking Project  
5

6 WHEREAS, by Resolution 16-027, the Board of Commissioners amended the 2016 Capital Budget to  
7 add the Commerce Placemaking Project; and

8 WHEREAS, Pierce Transit’s Commerce Street Turnaround Facility and Theater Square were built in  
9 1993 and are in need of significant mid-life maintenance; and

10 WHEREAS, Pierce Transit partnered with the City of Tacoma and the Broadway Center for Performing  
11 Arts (the Partners) to obtain an “Our Town” grant of \$50,000 for Creative Placemaking of the Commerce  
12 Street/Theater Square district from the National Endowment for the Arts (NEA); and

13 WHEREAS, each of the Partners owns or operates significant assets that can contribute to economic  
14 development and revitalization of this district; and

15 WHEREAS, The City of Tacoma will pass \$32,000 in NEA grant funds through to Pierce Transit to  
16 administer the consultant contract and the City will directly administer \$18,000 of the grant amount to fund  
17 the artist engagement portion of the project; and

18 WHEREAS, The City of Tacoma and Pierce Transit have negotiated an Agreement attached hereto as  
19 Exhibit A that outlines the roles of each party in administering the NEA grant funds for a Consultant team to  
20 carry out the project; and

21 WHEREAS, the Partners desired to hire a Consultant team to use best practices in urban design,  
22 stakeholder engagement, creative placemaking, transit oriented development, and public art to better connect  
23 the Commerce Street transit hub with the Broadway Center for Performing Arts and other cultural activities,  
24 increase pedestrian flow, and foster economic vitality; and

25 WHEREAS, Pierce Transit released a Request for Qualifications (RFQ) on August 31, 2016; and

26 WHEREAS, after careful review of submitted qualifications and proposals, the selection committee  
27 chose Walker Macy.

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



## SERVICES CONTRACT

**THIS CONTRACT**, made and entered into effective as of the \_\_\_\_ day of March, 2017 (“Effective Date”) by and between the **CITY OF TACOMA**, a municipal corporation of the State of Washington (hereinafter referred to as the “CITY”), and Pierce County Public Transportation Benefit Area Corporation (Pierce Transit), a Washington State public-benefit corporation (hereinafter referred to as “CONTRACTOR”);

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

### 1. Scope of Services/Work

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables related to the disbursement of National Endowment for the Arts Grant (NEA#16-4292-7102) to develop a Culture and Transportation Plan for the Theater District as such services are described in Exhibit A attached hereto and incorporated herein.

### 2. Term

- A. All services shall be satisfactorily completed on or before December 31, 2018 and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof.

### 3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A.
- B. The total price to be paid by CITY for CONTRACTOR’S full and complete performance of the Scope of Work hereunder shall not exceed \$32,000 without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR’S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
- C. Payment shall be made upon satisfactory completion of the Culture and Transportation Plan described in Exhibit A and will be made through the CITY’S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- D. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.
- E. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

F. In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

**4. Independent Contractor Status**

- A. The services and deliverables 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. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR’s status as an independent Contractor hereunder, no workers’ compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney’s fees.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

**5. Contract Administration and Right to Audit**

- A. The Community and Economic Development Department’s Office of Arts & Cultural Vitality for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, upon request by the City, at such times and in such form as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Upon CITY’s request, the Contractor shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY’s inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under this Contract.

**6. Notices**

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Amy McBride	Janine Robinson, Pierce Transit

747 Market Street, Room 900 Tacoma WA 98402	3701 96 <sup>th</sup> St SW Lakewood, WA 98499
Phone: 253-591-5192	Phone: 253-984-8156
amcbride@cityoftacoma.org	jarobinson@piercetransit.org

## 7. Termination and Suspension

- A. Either party may terminate this Contract at any time, with or without cause, by giving ten (10) business days written notice to the other party. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event either party terminates this Contract without cause due to the other party's actions or omissions, the terminating party shall pay the other party the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. Termination or suspension of this Contract by either party shall not constitute a waiver of any claims or remaining rights either party may have against the other party relative to performance hereunder.

## 8. Taxes, Licenses and Permits

- A. The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- B. In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the CONTRACTOR's total compensation.
- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

## 9. Indemnification

- A. Each party shall indemnify, defend, and hold harmless the other party, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of theof any such party's fault, negligence, willful misconduct or breach of obligations under this agreement or that of its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

- B.** Each party specifically assumes potential liability for actions brought by that party's own employees against the other party and, solely for the purpose of this indemnification and defense, the indemnifying party specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C.** This indemnification provision shall survive the termination of this Contract.

## 10. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the following insurance coverage or membership in a program or pool of self-insurance at or above the following levels of coverage:

- A.** Workers' Compensation and employer's liability -- statutory limits.
- B.** Commercial General Liability -- \$1,000,000 single limit combined for personal injury, property damage; \$2,000,000 aggregate.
- C.** Automobile public liability and property damage -- \$1,000,000 single limit combined for bodily injury and property damage.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, of execution of this Contract, to the CITY by CONTRACTOR'S insurance carrier, self-insurance pool, or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without 30 days' written notice given to the CITY. The commercial general liability policy shall be on an occurrence basis and shall include an endorsement naming the CITY as an additional insured and stating that coverage under such policy is primary over and non-contributory with any insurance the CITY may maintain. CONTRACTOR may satisfy the above insurance requirements with evidence of a program of self-insurance. CITY's Risk Manager's written approval of such evidence of self-insurance will satisfy this provision.

## 11. Nondiscrimination

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

## 12. Conflict of Interest

No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes and regulations.



The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

### **13. Public Disclosure**

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements of sub-section B herein, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.
- B.** If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

### **14. Dispute Resolution**

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the parties right to terminate authorized by this Contract.

**15. Miscellaneous Provisions**

- A. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County Superior Court shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- B. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- C. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- E. Severability and Survival. If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- F. Entire Agreement. This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- G. Modification. No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- G. Authority to enter into this Contract. The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor

**IN WITNESS WHEREOF** the parties hereto have accepted and executed this Contract as of the Effective Date first written above.

**CITY OF TACOMA**

**Pierce Transit**

\_\_\_\_\_  
Ricardo Noguera, Director  
Community and Economic Development  
Department

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Andrew Cherullo  
Finance Director

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

Approved as to Form:

Address:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
City/State/Zip

Tax ID: \_\_\_\_\_

**EXHIBIT "A"****SCOPE OF WORK**

The City of Tacoma, in partnership with Pierce Transit, submitted and received a grant from the National Endowment for the Arts (NEA) to develop a Culture and Transportation Plan for the Theater District in the amount of \$50,000. The City of Tacoma was the lead applicant and will receive the funding from the NEA; however, Pierce Transit will manage the contract with the consultants to develop the plan. All work will be done in accordance with the obligations defined in the NEA Grant #16-4292-7102.

**Obligations of Pierce Transit:**

1. Coordinate the purchasing process to review and select a contractor to develop a Culture and Transportation Plan as defined in the grant.
2. Negotiate the scope of work with the consultant.
3. Manage the contract with the contractor to fulfill the requirements of the grant.
4. Provide funding in the amount of \$200,000 in addition to the \$32,000 to be paid by the City to Pierce Transit to support the full contract with the consultant.
5. Provide the City with any project documentation required by the grant including the final Culture & Transportation Plan.

**Obligations of the City:**

1. Assist Pierce Transit in coordinating the activities of the consultant.
2. Provide space for meetings and convening.
3. Manage contract with sub-consultant for Temporary Art Projects to Spaceworks in the amount of \$18,000 from the \$50,000 NEA grant.
4. Manage the NEA award including reporting and submitting invoices for reimbursement.
5. Cover any costs associated with the grant until reimbursement occurs.

## FACT SHEET

TITLE: Authority to Execute Amendment No. 5 with First Transit, Inc., (ADA Contract No. PT-01-012) to Provide for ADA Paratransit Services Through June 30, 2018

DIVISION: Service Delivery and Support

ORIGINATOR: Mike Griffus, Executive Director of Service Delivery and Support

PRECEDING ACTION: Resolution No 11-011, Execution of Contract with First Transit for ADA Paratransit Services.

COORDINATING DEPARTMENT: Service Delivery and Support

APPROVED FOR SUBMITTAL:

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

APPROVED FOR AGENDA:

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

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

ATTACHMENTS:

N/A

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### BUDGET INFORMATION

2017 and 6 months of 2018 Budget  
Amount  
\$5,854,800

Required Expenditure  
Contract Extension Amount:  
\$5,854,800

Impact  
None

Explanation: The required expenditure is for a one year extension of the existing contract with First Transit that commenced on July 1, 2012.

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### BACKGROUND:

Pierce Transit requests authority to execute a contract extension for Specialized Transportation Services with First Transit, Inc. based on an hourly service. Pierce Transit's SHUTTLE service is currently operated using a mix of directly operated service and contracted service. SHUTTLE is a shared-ride service for people who, because of their disability, are unable to ride a regular Pierce Transit bus. SHUTTLE provides door- to-door service, or in some instances, transportation to transit centers or bus stops to connect with regular bus service. First Transit provides the contracted SHUTTLE service.

The original agreement allows for an extension by mutual agreement of the parties. Pierce Transit staff analyzed the existing contract terms and conditions, cost, and upcoming changes to this service, and concluded that additional

time under the existing contract with First Transit was needed to allow the Agency to issue a comprehensive RFP for paratransit service. Pierce Transit is currently seeking to add significant upgrades to our on-board technology for this service which should positively impact productivity and that will alter the parameters of the service significantly. These productivity factors will need to be incorporated into the forthcoming RFP and 5 year base agreement by July 2018. With this in mind, Pierce Transit staff approached First Transit seeking to negotiate a one year extension to the contract.

The proposed contract extension also includes a cost of living adjustment of 2.2% based on the Seattle-Tacoma-Bremerton Index and an additional amount of 2.2% to bring the rates current based on new minimum wage and paid leave ordinances enacted by the City of Tacoma and with the Washington State minimum wage laws which increase over 50% between 2016 and 2022. These cost increases were forecast and were included in the 2017 Pierce Transit budget. These increases are reasonable and appropriate.

First Transit has met all existing contract requirements and has provided good service, including the hiring of a Disadvantaged Business Enterprise (DBE) which assists Pierce Transit in meeting those FTA mandated goals.

#### ALTERNATIVES:

Do not approve this Amendment. If the amendment is not approved Pierce Transit will immediately seek proposals to operate this service and risk limiting competition and receiving proposals that do not include the productivity improvement gains anticipated with the new dispatch technology.

#### RECOMMENDATION:

Authorize the Chief Executive Officer to enter into and execute Amendment No. 5 with First Transit, Inc., (Contract No. PT-01-012) to provide ADA Paratransit Services through June 30, 2018 in the amount of \$5,584,800.

## FACT SHEET

TITLE: A Resolution Authorizing the Chief Executive Officer to Execute a Grant Agreement for FTA Mobility On Demand Sandbox Research Funding and Approve a Pilot Feeder Service Project

DIVISION: Planning and Community Development

ORIGINATOR: Penny Grellier, Business Partnership Administrator

PRECEDING ACTION: None

COORDINATING DEPARTMENT: Community Development, Transit Development

APPROVED FOR SUBMITTAL:

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

APPROVED FOR AGENDA:

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

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

ATTACHMENTS:

Proposed Resolution  
Exhibit A, Proposed FTA Agreement  
Exhibit B, Zone Map

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### BUDGET INFORMATION

2017 Budget Amount  
\$133,300

Required Expenditure  
\$257,403  
(\$205,922 is grant funded)

Impact  
\$0

Explanation: 2017 Budget includes funding for a Feeder Service Pilot project; however, MOD Sandbox grant funding was awarded after the 2017 Budget was finalized, so was not included therein. MOD Sandbox award is \$205,922 and will be added to the Feeder Service Pilot budget to fully fund the project.

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### BACKGROUND:

Pierce Transit staff seeks authorization for the Chief Executive Officer (CEO) to execute the FTA Sandbox Mobility on Demand Grant Agreement and approve a pilot feeder service project. The Feeder Service Pilot project will require additional contracts within the scope of the CEO's approval authority including agreements with: our transportation network provider Uber (which is currently being negotiated); and a wheelchair accessible vehicle trip provider, for which a RFP has recently been issued.

### **Project Profile**

Pierce Transit (PT) proposes a demonstration project to test a three-pronged approach to provide riders access to transit through first/last mile solutions via rideshare partners; guaranteed ride home when traditional service is unavailable; and rides to and from Park & Ride lots. Based on an average trip cost of \$11, connections will be offered in the following ways:

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- The first approach is a first/last mile solution, and refers to those riders needing transportation to or from transit because their start or end point lies beyond a half-mile from nearest transit access. PT will collaborate with a rideshare partner to provide first/last mile service in and between select zones. Riders will request their connecting ride via a rideshare app. These rides will be fully subsidized using grant funds through the grant period. The subsidized rides will be provided only within and between designated zones and to specific bus stops, a transit center or a Sound Transit station (during peak commute hours).
  - The second approach is a guaranteed ride home which refers to those riders travelling home after transit service has ended for the evening. These rides will be provided at a cost to the rider equal to standard transit fare with remaining trip cost (rideshare partner trip cost minus standard fare) covered by grant funds.
  - The third approach will provide trips to and from Park & Ride lots and Sounder Transit stations to reduce crowding at the lots. These rides must begin or end within 5 miles of the Park & Ride /station, and occur during peak commute hours on weekdays. These trips will be fully subsidized by grant funds for the grant period, and these riders will be using transit to continue their journey.
- 

These services are aimed at increasing throughput at stations served by parking-constrained Park & Ride lots, providing connections to existing bus routes, and providing rides home outside of regular service hours. The zones in this pilot are generally in lower density areas that are not well served with fixed route bus services. At an estimated \$11/trip on average, these rides should be more cost-effective than prior fixed route demonstration projects. This pilot will test another mode to provide transportation services to underserved groups using the latest technology available. Trips will be provided by Uber, our partner in this effort.

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### **Equity/Accessibility**

This project provides equitable geographic access to transit for riders who have limited or no transit options, and extended service hours for those who would otherwise be unable to use transit for their return journey. In addition, Pierce Transit focuses on the needs of all travelers in order to ensure that we measure the project's impact on all segments of our ridership.

#### *Accessibility for those with limited mobility*

For those riders who would like to take advantage of this service and whose trips start or end in the prescribed zones, but are unable to ride in our partner vehicles (such as those unable to transfer from a wheelchair), the project will aim to coordinate response using contracted wheelchair accessible vehicles.



#### *Access to a smartphone-based system*

Our customer satisfaction survey conducted in 2014 indicated that 64% of customers used smartphones. On our next survey to be conducted later this year, we anticipate some increase in the number of riders with smartphones; this could indicate a significant audience for this pilot. However, elders and low-income riders may not have access to or feel comfortable using a smartphone.

For telephone access, Uber plans to provide UberCentral in conjunction with our project launch, which will allow our customer service representatives to make ride requests via Uber on behalf of the unbanked or those without smartphones.

We will also provide outreach and training to communities that may not be familiar with using Uber and/or a smartphone. Proposed outreach methods include a how-to video to be posted on our website, social media posts, and presentations/demonstrations at senior centers and community events.

#### *Improving low income access*

Approximately 44% of our ridership is from households with annual incomes below \$20,000. This population may not have access to credit cards or bank accounts, otherwise known as “unbanked”. This may limit this population’s ability to utilize car-share services.

In order to use an app-based service, a customer must set up an account and a payment method online (either via a smartphone app or using a website on their computer). For those without access to a credit card, an Uber account may be established using PayPal as the payment method, which can be linked to a bank account.

For those without a credit card *or* bank account, Pierce Transit will provide a customer service line, utilizing the UberCentral platform, to request a ride. Trips coordinated using this method will be billed directly to a Pierce Transit account, taking the burden of setting up an account off the unbanked or low-income user.

### **Community Engagement**

Community engagement and outreach of any new service is important to build awareness of that service. Staff has developed an outreach and marketing plan in conjunction with project partners. Outreach includes:

#### *Awareness/Education*

1. Postings: PowerPoint and/or printed maps, pictures, and text used during meetings to share information with general public, posted in high-traffic public areas in zones.
2. Website: Share maps, pilot project description and process, and link to Uber app.
3. Pop-ups on Uber app to promote service to regular Uber users, drivers
4. Presentations to Pierce College students & faculty, Chambers, Rotary clubs, Church organizations, YMCA, Senior centers, Business districts, Tacoma neighborhood associations
5. Media features including The News Tribune & other papers, Pierce County News, CityLine Tacoma TV

*Input*

1. Uber in-app survey: Brief questionnaire used to systematically collect opinions on trip provision.
2. Alternate survey for those not using Uber app
3. Feedback from partners Sound Transit, Pierce College Puyallup through their in-house means

ALTERNATIVES:

1. Do not approve execution of grant agreement and instead consider funding the pilot feeder service with local Pierce Transit funds.
2. Explore alternative innovative modes of transportation for areas with limited access to transit.

RECOMMENDATION:

Approve Resolution 17-010, authorizing the Chief Executive Officer to enter into and execute the grant agreement for FTA Mobility on Demand Sandbox research funding as attached hereto, and approve a pilot feeder service project.

**RESOLUTION NO. 17-010**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to  
2 Execute a Grant Agreement for FTA Mobility On Demand Sandbox Research Funding and Approve a Pilot  
3 Feeder Service Project  
4

5 WHEREAS, on July 8, 2013 the Pierce Transit Board of Commissioners adopted its Strategic Direction  
6 which directed staff to develop innovative and tailored community solutions; and

7 WHEREAS, the Community Development department, tasked with creating community partnerships in  
8 support of innovative solutions and economic development, has proposed a demonstration project in  
9 conjunction with a Transportation Networking Company partnership; and

10 WHEREAS, examination of accessibility in the service area and community requests for service  
11 revealed a need for feeder service to provide connections to transit to those living in zones with limited or no  
12 service; and

13 WHEREAS, in October 2016, Pierce Transit was one of eleven transit agencies awarded the Federal  
14 Transit Authority's Mobility On Demand Sandbox research grant funding in partnership with Sound Transit,  
15 Uber and Pierce College Puyallup; and

16 WHEREAS, Pierce Transit has designed the Limited Access Connections pilot project (not to exceed one  
17 year) to provide rides in specified zones to and from transit centers, bus stops and Sound Transit Sounder  
18 Commuter Rail Stations in order to reduce congestion at park and ride lots, increase transit ridership amongst  
19 those living beyond ½ mile of a transit route, and guarantee rides home for those travelling outside normal  
20 fixed route service hours; and

21 WHEREAS, agreements with Uber and a wheelchair-accessible vehicle provider are forthcoming in  
22 order to provide accessible and equitable service in support of this pilot; and

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

24 Section 1. The Board of Commissioners hereby authorizes the Chief Executive Officer to enter into  
25 and execute the grant agreement for FTA Mobility On Demand Sandbox Research Funding as attached  
26 hereto as Exhibit A; and

27 Section 2. Authorizes a pilot project for Limited Access Connections as described herein, not to  
28 exceed one year.

29 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
30 the 13th day of March, 2017.  
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PIERCE TRANSIT

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Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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Deanne Jacobson  
Clerk of the Board

## Award

<b>Federal Award Identification Number (FAIN)</b>	WA-2017-009-00
<b>Temporary Application Number</b>	1730-2017-1
<b>Award Name</b>	2016 MOD Sandbox (5312)
<b>Award Status</b>	Active (Executed)
<b>Award Budget Number</b>	0

### Part 1: Recipient Information

**Name: PIERCE TRANSIT**

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1730	Transit Authority	PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA AUTHORITY	017850363

Location Type	Address	City	State	Zip
Headquarters	3701 96TH ST SW	TACOMA	WA	98499
Physical Address	3701 96TH ST SW	TACOMA	WA	98499
Mailing Address	P.O. BOX 99070	LAKWOOD	WA	98496

### Union Information

<b>Union Name</b>	<b>ATU 758</b>
Address 1	6923 Lakewood Dr. W. B-1
Address 2	
City	Tacoma
State	Washington
Zipcode	98467
Contact Name	Isaac Tate
Telephone	2534743123

Fax	2534754059
E-mail	unionoffice@atu758.org
Website	www.atu758.org
<b>Union Name</b>	<b>ATU LOCAL 1576</b>
Address 1	2810 Lombard St
Address 2	Suite 203
City	Everett
State	Washington
Zipcode	98201
Contact Name	Kathleen Custer
Telephone	4252594544
Fax	4253038645
E-mail	kcusterpres@atu1576.org
Website	www.atu1576.org
<b>Union Name</b>	<b>ATU LOCAL 587</b>
Address 1	2815 Second Avenue
Address 2	Suite 230
City	Seattle
State	Washington
Zipcode	98121
Contact Name	Paul Bechtel
Telephone	2064488588
Fax	2064484482
E-mail	president.bachtel@atu587.com
Website	www.atu587.com
<b>Union Name</b>	<b>ATU- LOCAL 1765</b>
Address 1	906 Columbia Street SW #301
Address 2	
City	Olympia
State	Washington
Zipcode	98501
Contact Name	Ed Bricker
Telephone	3605394671
Fax	
E-mail	atu1765@atu1765.org
Website	
<b>Union Name</b>	<b>IAMAW DISTRICT LODGE NO. 160</b>
Address 1	9135 15TH Place S
Address 2	

City	Seattle
State	Washington
Zipcode	98108
Contact Name	Dan Morgan
Telephone	2067627990
Fax	2067640468
E-mail	dan@iam160.org
Website	www.iam160.org

<b>Union Name</b>	<b>IBEW LOCAL 46</b>
Address 1	19802 62nd Ave. S
Address 2	
City	Kent
State	Washington
Zipcode	98032
Contact Name	Bill Hayden
Telephone	2533956500
Fax	2538727059
E-mail	billh@ibew46.com
Website	www.ibew46.org

<b>Union Name</b>	<b>IBEW LOCAL 77 (KING CO METRO)</b>
Address 1	19415 International Blvd.
Address 2	PO Box 68728
City	Seattle
State	Washington
Zipcode	98168
Contact Name	Louis Walter
Telephone	2063234505
Fax	2063230186
E-mail	ibew77@ibew77.com
Website	www.ibew77.com

<b>Union Name</b>	<b>IFPTE LOCAL 17 (KING COUNTY METRO)</b>
Address 1	2900 Eastlake Ave
Address 2	Suite 300
City	Seattle
State	Washington
Zipcode	98102
Contact Name	Joe McGee
Telephone	2063287321
Fax	2063287402

E-mail	mcgee@pte17.org
Website	www.pte17.org
<b>Union Name</b>	<b>TECHNICAL EMPLOYEES ASSOC (KING CO METRO)</b>
Address 1	P.O. Box 4353
Address 2	
City	Seattle
State	Washington
Zipcode	98194
Contact Name	Sasha Alessi
Telephone	206205-156
Fax	2066841379
E-mail	sasha.alessi@kingcounty.gov
Website	

## Part 2: Award Information

### Title: 2016 MOD Sandbox (5312)

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
WA-2017-009-00	Active (Executed)	Cooperative Agreement	1/17/2017	1/17/2017	No

#### Award Executive Summary

The Pierce Transit service includes areas where riders have insufficient access to transit based on geography, limited service span and at-capacity park and ride lots. Working with Uber, we propose a three-pronged solution to provide riders access to transit in select zones:

- Uber provides first and last mile connections to the nearest bus stop or transit center
- Uber provides rides home outside span of service
- Uber provides rides to and from park and ride lots and Sounder stations to alleviate congestion

In establishing partnerships with Uber, Sound Transit, and Pierce College Puyallup, we will be able to provide connections to transit for specific populations that face limited access challenges. In return, these partners will provide data on ridership, level of use, start and end points, reduction of parking lot use, and satisfaction with service. This data will feed into our reporting process and outcomes will be shared with communities of interest.

Because the service requires use of an app and POVs, we will develop methods to ensure access for those without smartphones and who need wheelchair accessible vehicles.

Funding: \$205,922 (49 USC 5312)

Period of Performance:

Start date is: The Award Start Date is the same as the date of award.

End Date is: 11/10/18

Suballocation Letter:

Pierce Transit is a Designated Recipient. This Application for Section 5312 Federal Assistance is the



result of a direct award to Pierce Transit.

Research and Development:

This Application includes funds for Research and/or Development Activities.

Indirect Cost Rate:

Indirect Costs Will NOT be applied to this application and its scope of work.

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Subject to Pre-Award Authority**

No, this application is not subject to Pre-Award Authority.

**Will this Grant be using Lapsing Funds?**

No, this Grant does not use Lapsing Funds.

**Frequency of Milestone Progress Reports (MPR)**

Quarterly

**Frequency of Federal Financial Reports (FFR)**

Quarterly

**Award Point of Contact Information**

First Name	Last Name	Title	E-mail Address	Phone
Barbara	Hunter	Grans Administrator	bhunter@piercetransit.org	2539848200
Hendrik	Opstelten		hendrik.opstelten@dot.gov	202-366-8094

**Award Budget Control Totals**

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - (FAST) Public Transportation Innovation	5312-1	20514	\$205,922
Local			\$51,481
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$257,403</b>

## Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
WA-2017-009-01-00	441-60 (441-A1) RESEARCH & DEVELOPMENT	\$205,922.00	\$51,481.00	\$257,403.00	0
WA-2017-009-01-00	55.72.00 SERVICE OPERATIONS	\$172,122.00	\$43,031.00	\$215,153.00	0
WA-2017-009-01-00	55.74.00 OTHER PROJECT COSTS	\$33,800.00	\$8,450.00	\$42,250.00	0

## Earmark and Discretionary Allocations

Earmark ID	Earmark Name	Amount Applied
D2017-MODD-012	Limited Access Connections (Pierce County)	\$205,922

## Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Am Am
WA-26-7011	WA-2017-009-01-00	RESEARCH & DEVELOPMENT	441-60 (441)	A1	530000	Washington	2016.25.26.TD.2	01	Research, Development, Demonstration, and Deployment	\$20

## Part 3: Project Information

### Project Title: Limited Access Connections

Project Number	Temporary Project Number	Date Created	Start Date	End Date
WA-2017-009-01-00	1730-2017-1-P1	1/17/2017	1/22/2017	11/9/2018

#### Project Description

The Pierce Transit service includes areas where riders have insufficient access to transit based on geography, limited service span and at-capacity park and ride lots. Working with Uber, we propose a three-pronged solution to provide riders access to transit in select zones:

- Uber provides first and last mile connections to the nearest bus stop or transit center
- Uber provides rides home outside span of service
- Uber provides rides to and from park and ride lots and Sounder stations to alleviate congestion

In establishing partnerships with Uber, Sound Transit, and Pierce College Puyallup, we will be able to provide connections to transit for specific populations that face limited access challenges. In return,

these partners will provide data on ridership, level of use, start and end points, reduction of parking lot use, and satisfaction with service. This data will feed into our reporting process and outcomes will be shared with communities of interest.

Because the service requires use of an app and POVs, we will develop methods to ensure access for those without smartphones and who need wheelchair accessible vehicles.

Funding: \$205,922 (49 USC 5312)

### **Project Benefits**

Community and rider support for the Pierce Transit brand will increase as consequential, innovative solutions impact their daily lives.

Robust R&D and continuous support of the rideshare partner app development will produce a higher-reliability product tested by more users. This will result in a better user experience than an internally developed app.

By using on-demand tools and algorithms to make most efficient real-time decisions, the system becomes more resilient to situational changes such as disabled transit vehicles, delays, or other changes in circumstance.

Transit use and rider satisfaction will increase among the following groups due to increased access:

- Riders beyond the walkshed of a service corridor
- Riders that must drive to a park and ride lot that is usually full
- Paratransit users that do not always know their schedule 24 hours in advance.
- College students and other riders within zones that did not previously have a dependable ride home. Enrollment in night classes at Pierce College may increase during this project.

### **Additional Information**

Quality of options will result in riders returning to transit and will inspire new riders. As a result, ridership on connected bus routes will increase.

### **Location Description**

Pierce County, WA

## **Project Location (Urbanized Areas)**

<b>UZA Code</b>	<b>Area Name</b>
530000	Washington
530170	Seattle, WA
530670	Tacoma, WA

## **Congressional District Information**

<b>State</b>	<b>District</b>	<b>Representative</b>
Washington	6	Derek Kilmer
Washington	8	David G Reichert

Washington	9	Adam Smith
Washington	10	Denny Heck

## Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - (FAST) Public Transportation Innovation	5312-1	20514	\$205,922
Local			\$51,481
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$257,403</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
WA-2017-009-01-00	441-60 (441-A1) RESEARCH & DEVELOPMENT	\$205,922.00	\$51,481.00	\$257,403.00	0
WA-2017-009-01-00	55.72.00 SERVICE OPERATIONS	\$172,122.00	\$43,031.00	\$215,153.00	0
WA-2017-009-01-00	55.74.00 OTHER PROJECT COSTS	\$33,800.00	\$8,450.00	\$42,250.00	0

## Project Budget Activity Line Items

### Budget Activity Line Item: 55.72.00 - SERVICE OPERATIONS

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
RESEARCH & DEVELOPMENT (441-60)	55.72.00	SERVICE OPERATIONS	RESEARCH & DEVELOPMENT	0

#### Extended Budget Description

Costs related to provision of service, such as wheelchair lift-equipped demand response service; payment of trip costs to partner provider.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - (FAST) Public Transportation Innovation	5312-1	20514	\$172,122
Local			\$43,031
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$215,153</b>

Milestone Name	Est. Completion Date	Description
Service Start Date	5/1/2017	Projected service period begins.
Service End Date	4/30/2018	Projected service period ends.

**Budget Activity Line Item: 55.74.00 - OTHER PROJECT COSTS**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
RESEARCH & DEVELOPMENT (441-60)	55.74.00	OTHER PROJECT COSTS	RESEARCH & DEVELOPMENT	0

**Extended Budget Description**

Other project costs such as marketing, outreach and advertising; signage for pick-up and drop-off zones; supplies, materials, and travel related to knowledge transfer.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - (FAST) Public Transportation Innovation	5312-1	20514	\$33,800
Local			\$8,450
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0

Other Federal		\$0
Transportation Development Credit		\$0
<b>Total Eligible Cost</b>		<b>\$42,250</b>

Milestone Name	Est. Completion Date	Description
Other Project Costs Start Date	1/23/2017	Other project costs start date.
Other Project Costs End Date	11/10/2018	Other project costs end date.

## Project Environmental Findings

### Finding: Class II(c) - Categorical Exclusions (C-List)

#### Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

#### Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date	Description	Date
	Class IIc CE Approved	1/23/2017

## Part 4: Fleet Details

No fleet data exists for this application.

## Part 5: FTA Review Comments

### Application Review Comments

**Comment By** Barbara Hunter

**Comment Type** Application Details

**Date** 1/18/2017

**Comment** Federal Role: The FTA will actively participate in the project activities by directing activities, attending review meetings, commenting on technical reports, and maintaining frequent contact with the local project manager. FTA reserves the right to re-direct

project activities and funding for the project supported under this Award and their related activities.

Recipient Role: Pierce Transit will manage the project as outlined in the statement of work including conducting meetings; preparing technical, status, and financial reports; and submitting deliverables.

Special Conditions:

The recipient will ensure the project team cooperates and provides support to the independent evaluator, as designated by FTA, in their efforts to evaluate the MOD Sandbox projects and the overall MOD Sandbox program, including input to the evaluation plan, as appropriate, and ensuring their MOD sandbox project team provides the independent evaluator qualitative and/or quantitative data as specified in the evaluation plan.

The recipient will develop a plan for how the project will address accessible and equitable mobility service for all travelers and will address in particular how the project will provide equivalent service for all travelers as required by U.S. DOT ADA regulations.

The recipient will coordinate with FTA any significant media relations and community outreach directly related to the MOD Sandbox program.

The local share of this award may be deferred as necessary, consistent with the project milestone schedule. The recipient will be reimbursed for actual costs, as detailed in the project milestone schedule and project budget. The Recipient agrees that it will maintain adequate cost records to support any payment request, and that the payment requested will not exceed the Federal share of the costs actually incurred for the milestone.

The Recipient shall comply with the requirements of FTA Circular 6100.1E, "Research, Technical Assistance and Training Program: Application Instructions and Program Management Guidelines."

The Recipient is responsible for awarding or managing any third party contracts or partnering arrangements associated with this project in accordance with the requirements of FTA Circular 4220.1F, "Third Party Contracting Requirements."

## Part 6: Agreement

### FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal grant as follows:

#### Recipient Information

Recipient Name: PIERCE TRANSIT

Recipient ID: 1730

DUNS No: 017850363

## **Award Information**

Federal Award Identification Number: WA-2017-009-00

Award Name: 2016 MOD Sandbox (5312)

Award Executive Summary: The Pierce Transit service includes areas where riders have insufficient access to transit based on geography, limited service span and at-capacity park and ride lots. Working with Uber, we propose a three-pronged solution to provide riders access to transit in select zones:

- Uber provides first and last mile connections to the nearest bus stop or transit center
- Uber provides rides home outside span of service
- Uber provides rides to and from park and ride lots and Sounder stations to alleviate congestion

In establishing partnerships with Uber, Sound Transit, and Pierce College Puyallup, we will be able to provide connections to transit for specific populations that face limited access challenges. In return, these partners will provide data on ridership, level of use, start and end points, reduction of parking lot use, and satisfaction with service. This data will feed into our reporting process and outcomes will be shared with communities of interest.

Because the service requires use of an app and POVs, we will develop methods to ensure access for those without smartphones and who need wheelchair accessible vehicles.

Funding: \$205,922 (49 USC 5312)

Period of Performance:

Start date is: The Award Start Date is the same as the date of award.

End Date is: 11/10/18

Suballocation Letter:

Pierce Transit is a Designated Recipient. This Application for Section 5312 Federal Assistance is the result of a direct award to Pierce Transit.

Research and Development:

This Application includes funds for Research and/or Development Activities.

Indirect Cost Rate:

Indirect Costs Will NOT be applied to this application and its scope of work.

Total Award Budget: \$257,403.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$205,922.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$51,481.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$205,922.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$51,481.00

## **Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)



<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
49 USC 5312 - (FAST) Public Transportation Innovation	5312-1	20514	\$205,922
Local			\$51,481
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$257,403</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

### Project Information

<b>Project Number</b>	<b>Project Title</b>	<b>Project Description</b>
WA-2017-009-01-00	Limited Access Connections	The Pierce Transit service includes areas where riders have insufficient access to transit based on geography, limited service span and at-capacity park and ride lots. Working with Uber, we propose a three-pronged solution to provide riders access to transit in select zones: • Uber provides first and last mile connections to the nearest bus stop or transit center • Uber provides rides home outside span of service • Uber provides rides to and from park and ride lots and Sounder stations to alleviate congestion In establishing partnerships with Uber, Sound Transit, and Pierce College Puyallup, we will be able to provide connections to transit for specific populations that face limited access challenges. In return, these partners will provide data on ridership, level of use, start and end points, reduction of parking lot use, and satisfaction with service. This data will feed into our reporting process and outcomes will be shared with communities of interest. Because the service requires use of an app and POVs, we will develop methods to ensure access for those without smartphones and who need wheelchair accessible vehicles. Funding: \$205,922 (49 USC 5312)

### Project Funding Summary

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
49 USC 5312 - (FAST) Public Transportation Innovation	5312-1	20514	\$205,922
Local			\$51,481
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$257,403</b>

**U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

Original Certification Date:

**TERMS AND CONDITIONS**

**Special Conditions**

**Comment By Linda Sorkin**

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Comment Type Special Conditions

Date 1/19/2017

Comment Federal Role: The FTA will actively participate in the project activities by directing activities, attending review meetings, commenting on technical reports, and maintaining frequent contact with the local project manager. FTA reserves the right to re-direct project activities and funding for the project supported under this Award and their related activities.

Recipient Role: Pierce Transit will manage the project as outlined in the statement of work including conducting meetings; preparing technical, status, and financial reports; and submitting deliverables.

**Comment By Linda Sorkin**

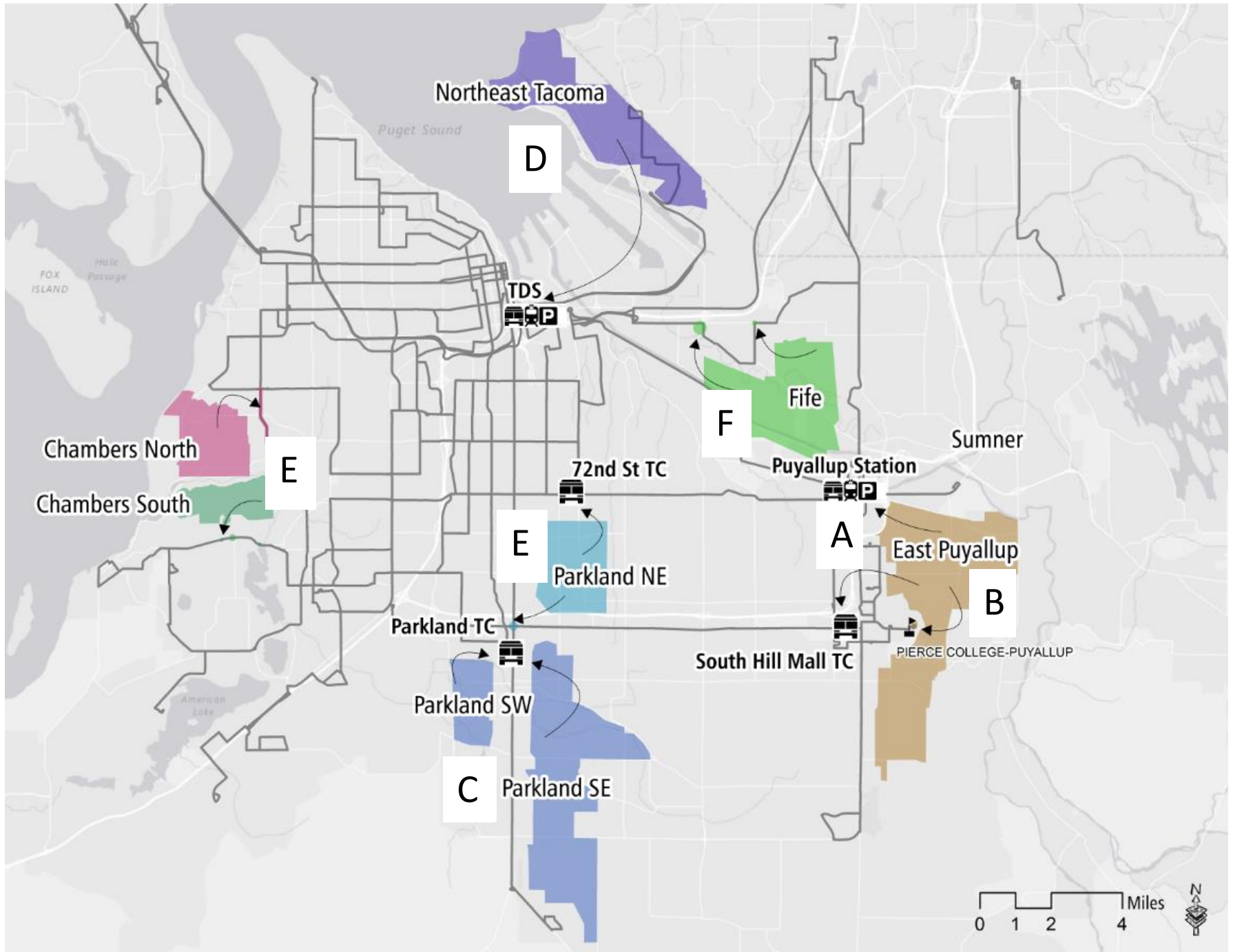
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Comment Type Special Conditions

Date 1/19/2017

Comment This Award is conditioned on the requirement of 49 U.S.C. 5333(b) that the U.S. Department of Labor (U.S. DOL) issue a certification of employee protective arrangements. Therefore, the Recipient may not draw down any federal funds for this Award until U.S. DOL issues the certification of employee protective arrangements for this Award.

Awarded By:  
Vincent Valdes  
Supervisor  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
Contact Info: Vincent.Valdes@dot.gov  
Award Date: 1/19/2017 2:07 PM PST Executed By:  
*Barbara Hunter*  
*Grans Administrator*  
*PIERCE TRANSIT*  
*1/19/2017 2:11 PM PST*



## FACT SHEET

TITLE: A Resolution Amending the 2017 Capital Budget to Increase the Support Vehicles Replacement 2017 Project and Authorizing the Purchase of One (1) Marketing, One (1) Facilities, Two (2) Admin/Relief, Two (2) Shuttle Supervisor, and Five (5) Service Supervisor Replacement Support Vehicles from Washington State Contract Nos. 02511 and 05916

DIVISION: Maintenance

ORIGINATOR: Kevin Zinski, Fleet Manager

PRECEDING ACTION: 16-047, adoption of the 2017 Budget

COORDINATING DEPARTMENT: Finance, Procurement

APPROVED FOR SUBMITTAL:

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

APPROVED FOR AGENDA:

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

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

ATTACHMENTS:

Proposed Resolution

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### BUDGET INFORMATION

2017 Budget Amount	Required Expenditure	Impact
\$289,564	\$449,564	\$160,000
2017 Requested Amendment		
\$160,000		
2017 Budget Total		
\$449,564		

Explanation: This amendment increases the Capital Project Support Vehicle Replacement 2017 and authorizes the purchase of eleven support vehicles. The additional requested funds are available from capital reserves.

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### BACKGROUND:

The 2017 Capital Budget includes funds to replace existing vehicles that meet the replacement parameters (10 Years or 150,000 miles) and are beyond their useful life. One (1) Marketing, one (1) Facilities, two (2) admin/relief, two (2) Shuttle supervisor, and five (5) service supervisor support vehicles are an average of 13-years old with average mileage of 107,764. Replacing the vehicles will help mitigate major component failures, downtime, and

unplanned maintenance cost. The State of Washington has established vehicle contracts that allow for use by political subdivisions. Staff has reviewed the contracts available and has identified the vehicles appropriate for our intended purpose. State Contract pricing is obtained on a competitive bid basis and is considered to be fair and reasonable.

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approve Resolution No. 17-011, amending the 2017 Capital Budget to increase the support vehicle replacement 2017 project and authorizing the purchase of eleven (11) support vehicles, as described above, from Washington State Contract Nos. 02511 and 05916.

**RESOLUTION NO. 17-011**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Amending the 2017 Capital Budget to Increase  
2 the Support Vehicle Replacement 2017 Project and Authorizing the Purchase of One (1) Marketing, One (1)  
3 Facilities, Two (2) Admin/Relief, Two (2) Shuttle Supervisor, and Five (5) Service Supervisor Replacement  
4 Support Vehicles From Washington State Contract Nos. 02511 and 05916  
5

6 WHEREAS, by Resolution No. 16-047, approved on the 12<sup>th</sup> day of December 2016, the Board of  
7 Commissioners of Pierce Transit adopted the 2017 Agency Budget; and

8 WHEREAS; the Agency Budget for 2017 includes funding for the purchase of one (1) Marketing, one  
9 (1) Facilities, two (2) admin/relief, two (2) Shuttle supervisor, and five (5) service supervisor replacement  
10 support vehicles; and

11 WHEREAS, the Agency Replacement policy for support vehicles is ten (10) years or 150,000 miles and  
12 vehicles being replaced are 13-years old with average mileage of 107,764; and

13 WHEREAS, Washington State Vehicle Contract Nos. 02511 and 05916 was competitively bid and is  
14 considered to be fair and reasonable; and

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

16 Section 1. The 2017 Capital Budget is herewith amended to increase the Support Vehicle  
17 Replacement 2017 Project by \$160,000, from \$289,564 to \$449,564.

18 Section 2. The Chief Executive Officer is hereby authorized to purchase one (1) Marketing, one (1)  
19 Facilities, two (2) admin/relief, two (2) Shuttle supervisor, and five (5) service supervisor replacement support  
20 vehicles; from Washington State Contract Nos. 02511 and 05916 in the amount of \$449,564.

21 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
22 the 13th day of March, 2017.

23 PIERCE TRANSIT

24  
25  
26 \_\_\_\_\_  
27 Kent Keel, Chair  
28 Board of Commissioners  
29  
30

1 ATTEST/AUTHENTICATED

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3

4 \_\_\_\_\_  
Deanne Jacobson, CMC

5 Clerk of the Board