

PIERCE TRANSIT BOARD MEETING

**Training Center, Rainier Room
3720 96th Street SW, Lakewood, WA**

March 9, 2015, 4:00 PM

AGENDA

CALL TO ORDER

ROLL CALL

PRESENTATIONS

- Operator of the Month for January 2015 ~
Mike Jennings
- Financial Update

Hazel Whitish
Transit Operator Assistant Manager

Wayne Fanshier
Chief Financial Officer

PUBLIC COMMENT

(Citizens wishing to provide comment will be given five minutes to comment on any transit-related matters regardless of whether it is an agenda item or not.)

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, 2015
2. Minutes: Special Board Work Session of February 2, 2015
3. FS 15-012, a Resolution Authorizing a Three-Year Contract with Microsoft for Licensing Fees (title subject to modification)
4. FS 15-013, a Resolution Authorizing Execution of Interlocal Agreement with Washington State Transit Insurance Pool (WSTIP) for the Reimbursement of Claims Administration
5. FS 15-014, a Resolution Authorizing the Execution of Interlocal Agreement with Intercity Transit for Coordinated Transit Service
6. FS 15-015, a Resolution Authorizing Execution of Change Order No. 1 with Tucci & Sons to Pay for Additional Construction Costs for the 112th and Pacific Transit Access Improvement Project
7. FS 15-016, A Resolution Authorizing Execution of a New Interlocal Agreement with Sound Transit for the Operations and Maintenance of the Tacoma Dome Station Garage and Bus Platform, Effective April 1, 2015 Through December 31, 2017
8. FS 15-019, A Resolution Authorizing Amendment of the 2015 Capital Budget in the Amount of \$55,263 and Authorizing the Purchase of two (2) 7-Passenger, Grant-Funded Expansion Vanpool Vans from Washington State Contract No. 03613

ACTION AGENDA

- | | |
|---|---|
| 1. FS 15-017, a Resolution Authorizing Amendment of the 2015 Budget to Increase Fixed Route Service Hours, Operating Expenses, Revenues, Use of Reserves and Staff Positions | Wayne Fanshier
Chief Financial Officer |
| 2. FS 15-018, a Resolution Authorizing the Operation of Route 425, Puyallup Connector, Effective June 7, 2015 | Tina Lee
Service Innovation Administrator |
| 3. FS 15-020, a Resolution Authorizing a New Employment Contract with James L. Walton to Serve as Interim Chief Executive Officer | Rick Talbert
Chair of the Board of Commissioners |
| 4. FS 15-021, A Resolution Authorizing Execution of an Exclusive Negotiation Agreement with Cody Development Corporation Regarding Development of 415 East 25th Street, Tacoma Washington | Janine Robinson
Senior Planner |

INFORMATIONAL BOARD ITEMS

- | | |
|---------------------------|-----------------------------------|
| • Chair Report | Chair Talbert |
| • Sound Transit Update | Commissioners Strickland/McCarthy |
| • Commissioners' Comments | Board of Commissioners |

STAFF UPDATES/DISCUSSIONS

EXECUTIVE SESSION

Pursuant to RCW 42.30.110 (1) (i) ~ potential litigation

ADJOURNMENT

**PIERCE TRANSIT
BOARD OF COMMISSIONERS
SPECIAL BOARD WORK SESSION**

MINUTES

February 2, 2015

CALL TO ORDER

Chair Talbert called the meeting to order at 8:40 AM and provided an overview of the goals and objectives to be accomplished during this meeting, noting that the purpose of the meeting is to regroup the Agency, provide staff with clear direction, reset the strategic strategy if need be and clarify the role of the Board Members. The Chair also discussed the importance of balancing the needs and concerns of the Board Members' respective Agencies with Pierce Transit's needs and concerns. (**Note, the minutes reference the PowerPoint Presentation slides.*)

Commissioners present:

Kent Keel, City of University Place Councilmember
Rick Talbert, Chair of the Board, Pierce County Councilmember
Steve Vermillion, Vice-Chair, City of Puyallup Councilmember
Marilyn Strickland, City of Tacoma Mayor
Daryl Eidinger, City of Edgewood Mayor (*representing Fife/Milton/Edgewood*)
Lauren Walker, City of Tacoma Councilmember
Don Anderson, City of Lakewood Mayor
Nancy Henderson, Town of Steilacoom Councilmember
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)

Commissioners excused:

Pat McCarthy, Pierce County Executive

Staff present:

James L. Walton, Interim Chief Executive Officer
Alberto Lara, Chief Administration Officer
Wayne Fanshier, Chief Financial Officer
Doug Middleton, Chief Operations Officer
Dana Henderson, General Counsel
Justin Leighton, Government Relations Officer
Jay Peterson, Transit Development Manager
Peter Stackpole, Principal Planner
Deanne Jacobson, Clerk of the Board
Richard Howells, Consultant

Others present:

Chris Karnes, CTAG Member
Sandy Paul, CTAG Member
Steve Schenk, CTAG Member

Interim CEO James L. Walton provided opening remarks and thanked the Commissioners for making this meeting a priority. He discussed the Agency's Strategic Plan, noting that it is a dynamic plan and it is necessary to revisit the plan to determine if there modifications are needed so the Agency can be proactive in dealing with events that may be on the horizon.

Mr. Walton introduced Consultant Richard Howells from The Howells Group, Inc., who served as the facilitator for the meeting.

Public Relations Officer Carol Mitchell introduced CTAG members Chris Karnes and Steve Schenk, who were in attendance to observe the work session. Various Commissioners thanked the CTAG members for attending. Ms. Mitchell also announced that CTAG member Sandy Paul is expected to attend the meeting later today.

Mr. Howells reviewed a summary of the Board interviews that were conducted on January 28, 2015 and discussed various themes that stemmed from the interviews. He also mapped out the process for the meeting, reviewed the agenda and the process for identifying and/or modifying the goals.

Commissioner Strickland noted that she believes it would be beneficial to talk about regional transportation issues, which include Sound Transit as well as taxis, Uber, etc., and how Pierce Transit fits collectively with these other modes of transportation. She also noted that the Board's voting actions align with the goals of the Strategic Plan.

(Slides 12-14) Population Growth Slide, Demographics and Projected Commute Increase

Chief Financial Officer Wayne Fanshier discussed the anticipated factors stated below that will have a financial impact on Pierce Transit:

- Increased senior population that will impact SHUTTLE
- Increased population within certain demographics, senior and low income
- Increased commute time will cause more delays to service

The change in demographics will be an increase in cost to provide service to the elderly and low income populations, and should be a matter of concern in the future.

(Slides 15-17) Rider Satisfaction and Views of Pierce Transit

Commissioner Strickland noted that the Agency's last customer survey was conducted in 2012 when citizens' views of government were unfavorable and Pierce Transit had a lot of negative press. Discussion ensued that Pierce Transit may receive higher ratings in the next survey.

(Slide 18) External Factors Slide

Government Relations Officer Justin Leighton opened discussion about funding strategies. He noted that Washington State provides about 2% percent of its transportation budget towards public transportation. He discussed other transit agencies' funding strategies and solutions to obtain more revenue. He noted that Pierce Transit should not expect much help from the legislature given the current State budget, and given that the Agency does not collect its full taxing authority.

Discussion ensued about the benefits of banding together with other agencies, instead of going alone to the ballot. Mr. Leighton noted that the legislature does not want to support operational funding, but may support capital funding. He also noted that transit agencies are united when it comes to Regional Mobility Grants and other grants.

Discussion ensued about the importance that transit agencies be collaborative with the legislature. Concern was raised that each jurisdiction has different needs and certain funding solutions may be agreeable to some populations, but unpopular in other jurisdictions, which would make collaboration challenging.

Commissioner Strickland noted that she sees the Sound Transit expansion (ST3) as being a game changer for Pierce County by connecting a 30-mile gap, which will also increase sales tax and open job opportunities. She also noted that Pierce Transit needs to utilize technology, develop an App so that information is communicated to citizens.

Commissioners Anderson and Keel noted Pierce Transit needs to think “big picture” and not focus on areas that do not have ridership, and instead improve the connections East and West such as a Bus Rapid Transit (BRT) express service so riders could connect with Sound Transit. The addition of HOV lanes would improve transportation to where riding the bus could become a better option by offering a faster commute.

At the conclusion of the discussion, Interim CEO Walton summarized the message that he received from the discussion, which was Pierce Transit needs to think bigger than just being a bus company, take risks and challenges. He also noted that lack of resources can constrain the vision.

From 10:00-10:20 AM, the meeting was recessed for a short break.

At 10:20 AM, the meeting was reconvened.

Discussion ensued about the need for Pierce Transit to anticipate the needs of the aging population; that the current SHUTTLE system may not fit with the Baby Boomer Population.

Discussion ensued that there may be a need for semi-flexible fixed routes versus fixed route service.

Mission Statement

The Board reviewed the Agency’s current Mission Statement and provided guiding principles to staff so the statement could be improved. It was noted that the guiding principles should support the tone of the statement and the statement should be simple and concise. The guiding principles were as follows:

- More “punch” needed
- Bolder statement
- The current mission statement is missing the “who”
- Include regional connection
- Getting people where they need to go
- Best possible service
- Improve connectivity
- Quality of life
- To jobs/schools

Organizational Values

There were no changes to the Agency’s Organizational Values.

Vision Statement

Business Development Officer Van Sawin discussed the feedback that was received from employees about the Agency’s current vision statement, “Pierce Transit is the safest transit organization on the West Coast,” noting that safety is very important; however, employees do not feel the vision is neither in alignment with the Agency’s purpose nor is it measurable.

The Board provided guiding principles to staff so the statement could be improved. The guiding principles for the vision statement were as follows:

- Safety is not the reason for lack of ridership
- Capture connecting people to each other and other transit systems
- Focus on enhanced technology, i.e., Wi-Fi, music, App for transit
- Capture improving quality of life
- Capture how transit can be a lifeline and can connect people to all aspects of life
- Increase the public's familiarity with public transit
- Focus on youth
- Focus on other transportation niches. Partner with school districts to solve transportation issues. For instance, school districts receive funding for bus service to transport school kids who live in walking distance from schools. Could Pierce Transit be a transportation resource for schools?
- Message should focus more on the end user than about what Pierce Transit provides
- Focus on moving people out of their cars and utilizing public transportation
- Focus on employees
- Brand the Agency as forward thinking; Adopt high standards
- Increase transparency about the Agency (i.e., the performance of the Agency)
- Are there unmet needs in other areas or segments of population where services are not provided
- Interagency cooperation around maximizing utilization of drivers and buses

(Slides 29-34) Goal 1 – Operational Excellence

Chief Operations Officer Doug Middleton reviewed the definition of Operational Excellence and the related performance objectives. He noted that efforts always focus on safety, courtesy and reliability. It was suggested that the idea of cleanliness of the bus system be added to the definition.

He reviewed the current performance measurements for each of the objectives and reported on whether the Agency is on track or not on track of meeting its goals. He also offered solutions that the Agency has in place to improve performance. COO Middleton noted that it would be beneficial to have a report card to demonstrate operational performance of the Agency.

Combined Communication Network Agreement with Pierce County

Interim CEO James Walton raised the discussion about what the cost to the Agency would be being as an end-user versus an owner. He noted that this project will require large capital costs to replace equipment in order to keep up with changing technology and it would be in Pierce Transit's best interest to assess how much money the project will cost Pierce Transit to be an owner versus an end user.

(Slides 35-41) Goal 2 – Financial Stability

Chief Financial Officer Wayne Fanshier reviewed the definition of Financial Stability and the related performance objectives. He reported on the Agency's current performance on meeting the objectives.

The Commissioners suggested adding the verbiage “long-term sustainability” to the Financial Stability definition.

Regarding the Workers Comp Costs per employee objective, the question was raised whether it makes sense to be measuring cost per employee versus the severity of incidents. It would also be helpful to look at the number of events that occur.

CFO Wayne Fanshier reviewed sales tax collection statistics since 1980 and discussed sales tax growth assumptions from 2015-2020. He also provided statistics that showed how much sales tax revenue needs to increase by in order for the Agency to restore service to various levels.

(Slides 42-45) Goal 3 – Improved Public Perception

Public Relations Officer Carol Mitchell reviewed the definition of Improved Public Perception and the related performance objectives.

The Commissioners suggested to strike the word “Regain” from “Regain public support.....” And reword it to Foster public support.....” They also suggested adding words relating to *fiscal responsibility* as part of the focus.

Commissioner Henderson noted that she believes public perception will not improve a whole lot until service is restored.

(Slide 43) Objective 3 – Public Perception

Ms. Mitchell suggested that this goal be moved under Operational Excellence since it pertains to safety. She noted that the Agency is meeting this goal.

Commissioner Keel noted the Agency needs to identify the stigmas that are associated with Pierce Transit; hone in on them and tackle them.

Ms. Mitchell reported on the Agency’s strategies and solutions used to improve the perception of the Agency.

(Slides 46-48) Proposed New Goal 3 “Community Engagement”

Interim CEO Walton talked at length about the importance of public perception and the importance to develop relations with key stakeholders and community organizations. Mr. Walton noted that this is an area where the resources do not match up with the importance.

Commissioner Strickland noted it is important that employees and Board Members be advocates for Pierce Transit as well.

Commissioner Anderson noted the Agency’s marketing plan needs to have a targeted market and clear measures. He does not want a “feel good” advertising campaign. The Commissioners noted that they want to see a plan that lists three or four objectives, with a timeline and measurables.

Mr. Howells restated that the focus of the resources will be towards community engagement.

Commissioner Strickland noted that the Agency needs to run so well that the entities that opted out of the system would want to come back in.

Chair Talbert talked about the “I am Public Health” campaign that Pierce County used and suggested Pierce Transit look at doing something similar to this campaign to change the hearts and minds of citizens about public transportation.

The meeting was recessed for lunch from 12:00-12:15 PM.

(Slides 50-52) Goal 4 – Innovative Community Solutions

Business Development Officer Van Sawin reviewed the definition and objectives to this goal and discussed various special events that the Agency participated in.

(Slides 53-54) Goal 5 – Balanced Service Allocation

Chief Administration Officer Alberto Lara reviewed the definition and objectives for the goal.

(Slides 55-57) Proposed New Goal 4 – Innovative Solutions

Business Development Officer Van Sawin proposed that Goals 4 and 5 be merged into one goal and be retitled to “*Innovative Solutions*.” He then discussed the objectives for this new goal.

Government Relations Officer Justin Leighton responded to questions pertaining to the process for agencies outside of the Pierce Transit boundary to join the Public Transit Benefit Area (PTBA).

Commissioner Vermillion noted that he supports the proposed new goal and supports Pierce Transit reaching out to jurisdictions outside of the PTBA such as the cities of Sumner and Dupont.

Commissioner Keel noted he is in support of the Agency developing contractual relationships with entities outside of the PTBA.

Added objective- Explore ways to serve areas outside of the PTBA was added as an objective.

(Slides 58-62) Goal 6 – Economic Development

Interim CEO Walton reported that this is a new goal being recommended to add to the Strategic Plan. He reviewed the definition and the goal objectives. The Commissioners agreed that this goal should be added to the Strategic Plan.

Interim CEO Walton noted that Pierce Transit already partners with businesses; however, this would be an enhancement to what Pierce Transit already does. The focus of this goal would be for Pierce Transit to meet with businesses up front and early on in the process so that they understand the benefits of transportation to the community.

Objective 3 – housing trends need to be considered as well since trends show that as people age, they move to walkable areas and to denser housing.

The title needs to be modified so there is a clear impression that Pierce Transit is partnering for economic development from the viewpoint of the benefit of transit. The definition as written indicates that Pierce Transit is cultivating businesses in the region.

Goal 7 – Sustainability

Service Innovation Administrator Tina Lee noted that this is a new goal that is being recommended to add to the Strategic Plan. She reviewed the proposed definition and the objectives to this goal.

She continued to review the Agency's performance to date relating to sustainability and noted that Pierce Transit already has practices in place that are helpful to the environment such as the use of compressed natural gas and using reclaimed water in the bus wash.

She discussed various programs that are available to the Agency that will assist Pierce Transit in becoming more sustainable.

Possible added objective - Commissioner Walker noted the Agency may want to consider creating an external message focusing on getting people out of their cars.

Commissioner Anderson noted that this proposed goal could be dovetailed into the Public Perception Goal and that Pierce Transit should showcase and market its sustainability.

Questions arose about whether the Agency considered looking into electric buses.

Chair Talbert commented that the "Sustainability" goal could dovetail into Economic Development. It is important that the Agency not compete against itself.

Commissioner Keel suggested capturing or focusing on what are the benefits to the Agency and the community for having good environmental sustainability.

City of Tacoma Star Sustainability Program was provided as a potential resource or opportunity for Pierce Transit to coordinate with the City of Tacoma on the transportation element of their plan.

(Slides 67-68) Goal 8 – Engaged Workforce

Chief Administration Officer Alberto Lara noted that this is a new goal and discussed the definition and related goal objectives. He talked about the importance of attracting and retaining great talent. He added proposed objectives to this goal.

Modification to Objective 1 - Change first objective to "Listen to our employees and respond."

Chair Talbert commented that there is a significance savings to the ridership and constituents when employees are engaged, happy and provide efficient service.

It was noted that Pierce Transit needs to have a diverse workforce. It was suggested that other employees besides operators be recognized for their talents at the Board Meetings.

CAO Lara noted that Pierce Transit offers a recognition program to reward non-represented employees for their talents and service to the Agency.

(Slide 69) Interactive Sticky Wall Exercise (see Exhibit A)

For approximately 10 minutes, the Commissioners prioritized the goals and objectives that were posted on the sticky wall. Each Commissioner received blue stickers and red stickers and were given direction that each could only place one sticker on any given card. Blue stickers indicated their support for a goal or objective and red stickers indicated caution or not a priority.

For those cards that didn't receive any stickers, the Board noted they are still in support of the goal or objective.

After reviewing the outcome of the prioritization of the goals and objectives, concerns were raised about the unknown costs of the Combined Communication Network Project with Pierce County.

COO Middleton discussed the potential cost implications of the radio project, noting that the costs are unknown because we do not know how many users will join. Discussion ensued about the cost implications of the system as an owner versus a user.

Interim CEO Walton noted that this item should be a topic of a study session as Pierce Transit learns more about the costs. Staff should bring this to the Board's attention as it learns about the cost of the program and other significant details.

Commissioner Strickland noted the Agency should focus on community engagement and bold and innovative new ideas.

Commissioner Henderson also expressed concerns that if the Sound Transit ballot measure passes in 2016, sales tax will be over 10 percent in Pierce County and this would likely prevent Pierce Transit from ever going to the ballot and being successful.

Commissioner Keel discussed the importance of transit agencies collaborating together at the legislature level.

Chair Talbert noted that the Agency should focus on its strategic goals and community engagement. The goals with stickers are considered more of a priority. He noted that final approval of the strategic plan is scheduled for March.

Interim CEO Walton suggested that it could be helpful if the Board would consider holding more study sessions.

A question was raised if there should be timeframe attached to the Strategic Plan. The Commissioners noted that they will rely on staff's recommendation to determine how long the plan should be.

Commissioner Vermillion noted that the Strategic Plan is a living document and should be revisited yearly by the Board. He questioned whether it needed to be constrained for a designated period of time.

Various Commissioners thanked staff and the Commissioners for attending the all-day work session. Many noted that they appreciated the tone of the meeting.

Commissioner Talbert noted that this is the most engaged Commission he has participated in. He thanked Chair Vermillion for filling in for him while he was ill.

Community Transportation Advisory Group Member Chris Karnes commented that he is curious how the Strategic Plan will fit into the Agency's Long Range Plan when staff finalizes the plan.

Community Transportation Advisory Group Member Sandy Paul suggested removing "Sustainability" as a separate goal and listing it as an objective under each goal.

ADJOURNMENT

Chair Talbert thanked Consultant Richard Howells for facilitating the meeting.

The meeting was adjourned at 3:15 PM.

Deanne Jacobson, CMC
Clerk of the Board

Rick Talbert, Chair
Board of Commissioners

FACT SHEET

TITLE: A Resolution Authorizing Renewal of a Three-Year Microsoft License Agreement Utilizing Washington State Master Contract T11-MST-579

DIVISION: Administration

ORIGINATOR: Keith Messner, Information Technology Manager

PRECEDING ACTION: 14-067, Adoption of 2015 Budget

COORDINATING DEPARTMENT: Information Technology

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution

BUDGET INFORMATION

2015 Budget Amount
\$211,000

Required Expenditure
\$632,582.97
(2015-2017)

Impact
none

Explanation: Costs are: \$ 210,950.99 in 2015; \$210,950.99 in 2016; and \$210,950.99 in 2017. All years will be budgeted in the IT operating budget. Total expenditure for the life of this contract is \$632,582.97.

BACKGROUND:

This resolution seeks authority to execute a three year contract renewal for the Agency's Microsoft Licensing through the State Master Contract T11-MST-579. This licensing includes all our Microsoft server and database licenses, all desktop operating systems, Microsoft Office for all Agency users, Microsoft Exchange (our email system, Microsoft SharePoint (the Agency Intranet), and Microsoft Lync (the Agency telephone system).

ALTERNATIVES:

Enter into more costly single-year contracts for each of the above items or purchase software off the shelf as required per system; however we would not receive the significant discounts that the state contract provides.

RECOMMENDATION:

Approve Resolution No. 15-011, authorizing the renewal of the Agency's three-year (2015-2017) Microsoft Licensing Agreement in the amount of \$632,582.97, utilizing Washington State Master Contract No. T11-MST-579.

RESOLUTION NO. 15-011

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Renewal of a Three-Year (2015-2017) Microsoft Licensing Agreement Utilizing Washington State Contract No. T11-MST-579

WHEREAS, by Resolution No. 14-067, approved on the 8th day of December, 2014, the Board of Commissioners of Pierce Transit adopted the 2015 Agency Budget; and

WHEREAS, the 2015 Budget contains funds to renew a software license agreement for our Agency Microsoft Licensing; and

WHEREAS, Microsoft's agreement provides licensing for three years in the amount of: \$210,950.99 in 2015; \$210,950.99 in 2016; and \$210,950.99 in 2017; and

WHEREAS, the proposed agreement has been evaluated by staff and is considered to be fair and reasonable; and

WHEREAS, this licensing includes all of our Microsoft Server Database licenses, all desktop Operating Systems, Microsoft Officer for all Agency users, Microsoft Exchange (email system), Microsoft SharePoint (the Agency Intranet), and Microsoft Lync (the telephone system); and

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

Section 1. The Board of Commissioners authorizes execution of a three-year agreement (2015-2017) for software licensing with Microsoft using State Contract No. T11-MST-579 for a total amount of \$632,582.97 (\$210,950.99 in 2015; \$210,950.99 in 2016; and \$210,950.99 in 2017).

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 9th day of March, 2015.

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC

FACT SHEET

TITLE: A Resolution Ratifying an Interlocal Agreement Executed on November 24, 2009 with Washington State Transit Insurance Pool (WSTIP) for Reimbursement of Claims Services and Authorizing a New Interlocal Agreement with WSTIP for Reimbursement of Claims Administration

DIVISION: Administration

ORIGINATOR: Alberto Lara, CAO

PRECEDING ACTION: Resolution No. 08-037, 10-13-2008, authorized execution of the contract and interlocal agreement (ILA) to join as a full member of WSTIP

COORDINATING DEPARTMENT: Risk Management

APPROVED FOR SUBMITTAL:

Chief Administrative Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, November 24, 2009 Interlocal Agreement
Exhibit B, Proposed Interlocal Agreement

BUDGET INFORMATION

2015 Budget Amount
(\$75,000)

Required Expenditure
N/A

Impact
(\$75,000)

Explanation: This reimbursement is invoiced to WSTIP quarterly, and represents approximately \$75,000 in annual revenue associated with hourly services for claims administration, property recoveries, and legal support services.

BACKGROUND:

Pierce Transit became a full member of WSTIP, per resolution of this Board on October 13, 2008. WSTIP (or "Pool") is a self-insurance collective of 25 member transit agencies. Public risk pools are public entities established by Washington law under RCW 48.62.

Pierce Transit has a unique relationship with WSTIP as reflected in this claims services interlocal agreement. Pierce Transit's membership in WSTIP created a dramatic increase in administrative demands on WSTIP staff, and given Pierce Transit's prior status as self-insured, WSTIP recognized Pierce Transit's ability to "self-administer" claims and property recoveries locally. The Agency and Pool determined that the best solution for claims handling was to

allow a one-year transition period (2009) in which Pierce Transit would establish the necessary staffing within Risk Management to self-administer the Agency's Pool claims and construct a reimbursement arrangement in lieu of expansion of Pool staff.

The initial agreement between Pierce Transit and WSTIP was executed on November 24, 2009. That agreement provided for a lump sum reimbursement per year of services provided. In late 2011, per the terms of the agreement, WSTIP's Executive Director terminated the agreement with a request that it be restructured to more accurately reflect the true costs of the services on a per-hour basis, and the true nature of the services sought by the Pool from Pierce Transit. Since that time, the Agency's Risk Management department has been providing quarterly estimates and invoices for services provided, and the Pool has agreed to pay those invoices while the parties discussed and negotiated various reimbursement mechanisms. The attached ILA and Appendix, submitted for the Board's approval, are the result of that process and would provide for reimbursement at agreed rates for Agency staff's claims handling activities.

The Agency now seeks Board action to approve this ILA to resume reimbursement to the Agency for liability claims services provided by Pierce Transit staff for the mutual benefit of Pierce Transit and the Pool. This ILA provides a framework for the scope of services and equitable reimbursement for such services into the foreseeable future.

ALTERNATIVES:

1. Do not approve this agreement, leaving Pierce Transit and the Pool without a reimbursement mechanism for claims services. Further reimbursements would cease. This would represent a lost revenue opportunity and distort the true cost of general liability insurance for the Agency, which this revenue serves to offset.
2. Do not approve this ILA, and simply allow these services to be invoiced quarterly on an ad-hoc basis without an over-arching agreement on scope of services, appropriate reimbursement rates, and resolution of conflicts. This would expose the Agency to continued uncertainty of revenue estimates for budgeting, unnecessary conflicts over scope and rates, and potential delays in payment.

RECOMMENDATION:

Approve Resolution No. 15-012, ratifying the Interlocal Agreement Executed on November 24, 2009 with Washington State Transit Insurance Pool (WSTIP) for reimbursement of claims services and authorizing a new Interlocal Agreement with WSTIP for reimbursement of claims administration.

RESOLUTION NO. 15-012

A RESOLUTION of the Board of Commissioners of Pierce Transit Ratifying an Interlocal Agreement Executed on November 24, 2009 with Washington State Transit Insurance Pool (WSTIP) for Reimbursement of Claims Services and Authorizing a New Interlocal Agreement with WSTIP for Reimbursement of Claims Administration

WHEREAS, Pierce Transit is a member of the Washington State Transit Insurance Pool (WSTIP); and

WHEREAS, liability claims handling, including some legal support and paralegal work, is performed by staff at Pierce Transit where otherwise WSTIP would need to procure such services at a potentially higher cost; and

WHEREAS, certain Pierce Transit staff are skilled and able to provide claim handling services; and

WHEREAS, WSTIP's Board has authorized WSTIP's Executive Director to enter into an interlocal agreement with Pierce Transit for reimbursement of such services; and

WHEREAS, it is in Pierce Transit's interest to have WSTIP reimburse the agency for these services.

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

Section 1. The Interlocal Agreement between Pierce Transit and the Washington State Transportation Insurance Pool executed on 11/24/2009 for the reimbursement of claims administration services, which is attached hereto as Exhibit A is hereby ratified; and

Section 2. Pierce Transit's Interim Chief Executive Officer is authorized to enter into and execute a new interlocal agreement with WSTIP for claims administration reimbursement services, which is attached hereto as Exhibit B.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 9th day of March, 2015.

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

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3

Deanne Jacobson, CMC
Clerk of the Board

INTERLOCAL AGREEMENT BETWEEN
PIERCE TRANSIT and WASHINGTON STATE TRANSIT INSURANCE POOL
REGARDING CLAIM ADJUSTING, IN-HOUSE LEGAL DEFENSE, and SUBROGATION SERVICES

Whereas, Pierce Transit is a member of the Washington State Transit Insurance Pool (Pool) and receives its property and liability coverage by and through the Pool; and

Whereas, the parties desire that Pierce Transit continue to provide with its own staff and facilities, claim adjusting and in-house legal defense services of its liability claims and collection of subrogated claims that would otherwise be provided by the Pool; and

Whereas, the parties are empowered by RCW 39.34, the Interlocal Cooperation Act, to enter into an agreement such as this;

Now, therefore, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

Section 1. Purpose. With respect to the liability claims made against Pierce Transit on or after January 1, 2010, Pierce Transit shall adjust and defend such claims and, recover subrogated claims on its property losses through funding provided by the Pool as set forth below.

Section 2. Claims adjuster position. Pierce Transit shall provide an employee dedicated to adjusting liability claims against Pierce Transit. The Pool shall fund this position as set forth in section 3.

Section 3. Funding for claims adjuster.

a. On an annual basis the Pool shall pre-fund the claims adjuster position in the following amounts: (1) salary; (2) benefits which are 27% of salary; and (3) overhead contribution which is 10% of salary plus benefits. This pre-funding shall be invoiced by Pierce Transit and paid by WSTIP net 30 days upon receipt.

b. The claim adjuster shall be entitled to annual cost of living and merit increases as similarly situated Pierce Transit employees. The Pool shall fund, in full, such increases.

Section 4. Defense services.

a. Pierce Transit may, in its discretion, provide legal defense services for third party litigated claims against it through one of its employees licensed to practice law in Washington.

b. The Pool shall pay \$75.00 per hour for defense services and shall also pay related defense costs such as administrative support, courts costs, travel expenses, expert witnesses, deposition costs, and so forth. The hourly rate shall be reviewed and adjusted on an annual basis.

c. On an annual basis, if Pierce Transit elects to provide in-house legal defense services, the Pool shall pre-fund such services in the amount of \$60,000.00 or 800 hours whichever is greater. This pre-funding shall be paid net 30 days of receipt.

Section 5. Subrogation services.

- a. Pierce Transit may, in its discretion, provide an employee to collect subrogated claims.
- b. The Pool shall pay \$35.00 per hour for subrogation services. The hourly rate shall be reviewed and adjusted on an annual basis.
- c. On an annual basis, if Pierce Transit elects to provide subrogation services, the Pool shall pre-fund such services in the amount of \$35,000.00. This pre-funding shall be paid in January of each year.
- d. Subrogation collections shall be promptly remitted to the Pool or Pierce Transit as their interest may appear.

Section 6. Audits of defense and subrogation services. Annually the Pool shall audit Pierce Transit's records and files regarding defense and subrogation services. If the audits shows that the hours actually expended are above the pre-funded amounts by more than 10%, then Pierce Transit shall receive an upward adjustment based upon the hourly rate. If the audits shows that the hours actually expended are below the pre-funded amounts by more than 10%, then the Pool shall receive a refund based upon the hourly rate.

Section 7. Settlement authority. Pierce Transit's risk manager may settle liability claims for up to \$15,000 per claim without the approval of the Pool. The Pool shall pay such settlements.

Section 8. Timesheet program. The Pool will make its timesheet programs and software available to Pierce Transit to enable Pierce Transit to record and manage the time its employees spend in providing the services described in this agreement.

Section 9. Training and support. The Pool will provide training and support to the employees providing the services described in this agreement.

Section 10. Status of employees. The employees providing services under this agreement shall be employees of Pierce Transit and are not agents or employees of the Pool.

Section 11. Other rights and obligations. Nothing in this agreement shall diminish the rights, duties, and obligations of Pierce Transit or the Pool as contained in the Pool's interlocal agreement, bylaws, or policy manual and in the Pool's coverage documents.

Section 12. Duration. This agreement shall be perpetual so long as Pierce Transit remains a member of the Pool.

Section 13. Amendment. Either party may propose, in writing, amendments to this agreement. The parties shall meet and confer on any proposed amendment and use their best efforts to reach agreement on the proposed amendment.

Section 14. Disputes.

a. Meeting. In the event of any dispute the parties shall meet and confer and use their best efforts to resolve the dispute by agreement.

b. Mediation. If the dispute is not resolved by agreement, the parties shall mediate the dispute through Washington Arbitration and Mediation Services (WAMS)..

c. Arbitration. If a dispute is not resolved by mediation, the parties shall arbitrate the dispute through WAMS using its arbitration rules and pursuant to RCW 7.04A

Section 15. Termination. Either party may terminate this agreement, with or without cause, by giving 90 days' written notice of termination.

Section 16. Effective date.

a. This agreement shall be effective January 1, 2010.

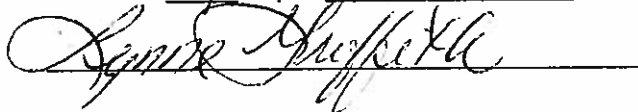
b. The parties recognize that in order for this agreement to become effective it must be approved by the state risk manager, the Pierce Transit Board of Commissioners and either filed with the county auditors of Pierce and Thurston Counties or posted on the parties web sites.

Section 17. Miscellany.

a. The parties do not contemplate that this agreement will result in the joint holding of any real or personal property and, therefore, there is no need to make any provision for such holding or disposition.

b. Each party will administer its own obligations under this agreement.

Dated this 24 day of November, 2009

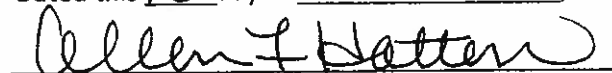


Pierce Transit

By Lynne Griffith, it's Chief Executive Officer

LF

Dated this 10 day of NOVEMBER, 2009



Washington State Transit Insurance Pool

By Allen F. Hatten, it's Executive Director

**INTERLOCAL AGREEMENT BETWEEN
PIERCE TRANSIT and WASHINGTON STATE TRANSIT INSURANCE POOL
REGARDING CLAIMS SERVICES**

Whereas, Pierce Transit is a member of the Washington State Transit Insurance Pool (Pool) and receives its property and liability coverage by and through the Pool; and

Whereas, the parties desire that Pierce Transit provide: (1) adjusting and defense of certain liability claims that would otherwise be provided by the Pool and (2) collection and prosecution of subrogated property loss claims paid by the Pool that would otherwise be pursued by the Pool; and

Whereas, the parties are empowered by RCW 39.34, the Interlocal Cooperation Act, to enter into an agreement such as this;

Now, therefore, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

Section 1. Scope of agreement.

- a. With respect to tort liability claims or suits against Pierce Transit or other covered parties for which there is or may be coverage under the Pool's liability coverage documents, Pierce Transit shall adjust and defend the claims and suits of its choosing through funding provided by the Pool as set forth herein. Prior to any adjustment or defense, Pierce Transit shall first tender all such claims or suits to the Pool for its coverage determination. At the time of tender Pierce Transit shall advise the Pool of its decision to adjust and defend the claim or suit.
- b. Claims that Pierce Transit chooses not to adjust or defend are not covered by this agreement.
- c. With respect to losses paid by the Pool to Pierce Transit for first party property coverage provided by the Pool, Pierce Transit shall pursue third parties for the Pool's subrogated claims through funding provided by the Pool as set forth herein.

Section 2. Claim Services.

- a. Pierce Transit shall designate a claims administrator who shall be responsible for adjusting, management, and disposition of the claims described in section 1a and recovery of the subrogated losses described in section 1c. The claims administrator shall be the Pool's primary point-of-contact for these undertakings.
- b. The claims administrator's responsibility shall include the engagement, assignment, and management of all resources reasonable necessary for the efficient resolution of claims and recovery of subrogated losses. Such resources may include Pierce Transit staff and facilities or outside personnel and services. The claims administrator may engage counsel for the defense of claims and the prosecution of subrogated losses. All such counsel must be acceptable to the Pool.

Section 3. Request for payment or reimbursement.

- a. Except as provided by subsection b, on a quarterly basis the claims administrator shall submit a detailed, itemized statement to the Pool seeking payment or reimbursement for costs attributable to the defense or prosecution of each claim.

- b. For legal services incurred by outside counsel, the claims administrator may submit a request for payment upon receipt of the itemized statement. The claims administrator shall review and approve each statement of legal services prior to seeking payment from the Pool.

Section 4. Payment by Pool. The Pool shall promptly pay a request for payment or reimbursement following review and approval.

Section 5. Appendix A. Appendix A attached hereto establishes the rates of reimbursement for certain Pierce Transit personnel and services. These rates shall remain in effect until revised. The parties may from time to time review and adjust these rates or add or delete items. Such changes require the agreement of Pierce Transit and the Pool but shall not require the formality of the revision of this interlocal agreement. Any revisions to Appendix shall be made in writing and contain the approval and date thereof by each party.

Section 6. Audits of services. Annually the Pool may audit Pierce Transit's records and files regarding services provided under the terms of this agreement. Such audits are subject to reasonable notice and cooperation between the parties. Pierce Transit will provide support to the Pool as needed to meet all regulatory requirements arising from this agreement.

Section 7. Settlement authority. The Pool's executive director may delegate settlement authority to the claims administrator for liability claims described in section 1a. Such authority is limited to \$25,000. The Pool shall pay such settlements.

Section 8. Timesheet program. The Pool will make its timesheet programs and software available to Pierce Transit to enable Pierce Transit to record and manage the time its employees spend in providing the services described in this agreement.

Section 9. Training and support. The Pool will provide training and support to the employees providing the services described in this agreement.

Section 10. Status of employees. The employees providing services under this agreement shall be employees of Pierce Transit and are not agents or employees of the Pool.

Section 11. Other rights and obligations. Nothing in this agreement shall diminish the rights, duties, and obligations of Pierce Transit or the Pool as contained in the membership interlocal agreement approved by Pierce Transit Board Resolution 08-037, Pool bylaws, policy manual or coverage documents.

Section 12. Duration. This agreement shall be perpetual so long as Pierce Transit remains a member of the Pool.

Section 12. Amendment. Either party may propose, in writing, amendments to this agreement. The parties shall meet and confer on any proposed amendment and use their best efforts to reach agreement on the proposed amendment.

Section 13. Disputes.

- a. Meeting. In the event of any dispute between the parties arising out of this agreement, the parties shall meet and confer and use their best efforts to resolve the dispute.

- b. Mediation. If the dispute is not resolved by agreement, following thirty days' notice of a request for mediation, the parties shall mediate the dispute through Washington Arbitration and Mediation Services (WAMS) or some other mutually acceptable mediation service.;
- c. If a dispute is not resolved by mediation and proceeds to litigation, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

Section 14. Termination. Either party may terminate this agreement, with or without cause, by giving 90 days' written notice of termination.

Section 15. Effective date.

- a. This agreement shall be effective immediately upon approval of both governing bodies of the parties to this agreement and shall apply retroactively to all services provided within the calendar year of execution.
- b. The parties recognize that in order for this agreement to become effective it must be approved by the state risk manager, the Pierce Transit Board of Commissioners and either filed with the county auditors of Pierce and Thurston Counties or posted on the parties web sites.

Section 16. Miscellany.

- a. The parties do not contemplate that this agreement will result in the joint holding of any real or personal property and, therefore, there is no need to make any provision for such holding or disposition.
- b. Each party will administer its own obligations under this agreement.

Dated this _____ day of _____, 2014

Pierce Transit

By James L. Walton, Chief Executive Officer

Dated this 5th day of DECEMBER, 2014



Washington State Transit Insurance Pool

By Allen F. Hatten, Executive Director

APPENDIX A

RATES OF REIMBURSEMENT AND DESCRIPTION OF SERVICES

1. Tort claims adjusting services--\$57.00 per hour. Duties include, and are not limited to claims adjustment, including liability claims intake, investigation, reserve setting, pre-litigation negotiation, litigation management, procurement of expert or vendor services as needed, reporting and, settling of liability claims within established Pool authority.
2. Subrogation and Property Damage claims services--\$33.00 per hour. Duties include, and are not limited to, pursuit of third-party recoveries, property loss estimation and property damage claims adjustment within established Pool authority.
3. Administrative support services--\$42.00 per hour. Pursuant to the assignment of a claim event number, duties include, and are not limited to public records act (PRA) responses and management of same as part of potential pre-litigation discovery, management and retention of discoverable records and, any other liability specific assistance intended to minimize exposure.

FACT SHEET

TITLE: A Resolution Authorizing the Execution of an Interlocal Agreement with Intercity Transit for Coordinated Transit Service

DIVISION: Transit Development

ORIGINATOR: Jay Peterson, Transit Development Manager

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT:

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed Interlocal Agreement

BUDGET INFORMATION

2015 Budget Amount
N/A

Required Expenditure
N/A

Impact
N/A

Explanation: N/A

BACKGROUND:

Pierce Transit and Intercity Transit have had agreements regarding Olympia Express service since the 1990s. The primary purpose of the agreements was to formalize intergovernmental cooperation. The agreements also specified the responsibilities of each agency and clarified fare policies. Past agreements were more robust when both Pierce Transit and Intercity Transit operated Olympia Express service. Pierce Transit discontinued operating Olympia Express service in 2011 due to financial constraints.

The proposed agreement states the parties' intent to cooperate in order to best serve riders in Pierce and Thurston Counties, and to define the responsibilities of each agency for coordination, communication, relocation of Olympia Express bus stops, and distribution of rider informational materials.

ALTERNATIVES:

Do not authorize the Chief Executive Officer to enter into and execute an interlocal agreement with Intercity Transit for coordinated transit service. This is not recommended for there would not be a formalized agreement for coordinated transit services.

RECOMMENDATION:

Approve Resolution No. 15-013, authorizing the Chief Executive Officer to enter into and execute an interlocal agreement with Intercity Transit for coordinated transit service.

RESOLUTION NO. 15-013

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Execution of an Interlocal Agreement with Intercity Transit for Coordinated Transit Service

WHEREAS, Pierce Transit and Intercity Transit are duly authorized to provide public transportation services in the Puget Sound region of Washington State; and

WHEREAS, Pierce Transit eliminated its Olympia Express service in 2011 due to financial constraints, but Pierce Transit is committed to coordinating with Intercity Transit to plan service for cross-county regional travel of residents and visitors; and

WHEREAS, Pierce Transit and Intercity Transit desire to coordinate any new placement or relocation of bus stops;

WHEREAS, Pierce Transit and Intercity Transit desire to make informational materials, such as schedules and rider alerts available to mutual customers;

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

Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and execute an interlocal agreement with Intercity Transit for coordinated transit service, in substantially the same format as Exhibit A.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 9th day of March, 2015.

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

INTERCITY TRANSIT - PIERCE TRANSIT EXPRESS SERVICE AGREEMENT

THIS AGREEMENT ("Agreement"), dated March 10, 2015 is entered into pursuant to the Interlocal Cooperation Act, RCW 39.34 by and between THURSTON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION ("Intercity Transit") and PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION ("Pierce Transit"), each of which is herein referred to individually as a "Party" or collectively as "Parties."

WHEREAS, the Parties are duly authorized to provide public transportation services in the Puget Sound region of Washington State; and

WHEREAS, Pierce Transit cannot financially support or operate Express Service between Thurston County and Pierce County due to financial constraints, but Pierce Transit is committed to coordinating with Intercity Transit to plan service for cross-county regional travel by Thurston and Pierce County residents and visitors; and

WHEREAS, Intercity Transit operates cross-county Express Service between Thurston and Pierce Counties and will continue to jointly plan service with Pierce Transit; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Section 1. PURPOSE

The purpose of this Agreement is to establish a program of coordinated service and service changes. This agreement further memorializes the Parties' agreement that Intercity Transit may continue to operate the Express Service including and within the boundaries of Pierce Transit's service district.

Section 2. TERM OF AGREEMENT

a) Effective Date and Termination. This Agreement will become effective on the first date when it has been duly executed by the Parties and shall remain in effect until terminated by either party. Termination may be effected at any time by providing written notice at least ninety (90) days in advance.

b) Annual Review. On or before October 1 of each calendar year, the Parties will meet and confer to identify necessary or appropriate modifications to this Agreement. Any such modification(s) shall be made as provided in Section 9(d) of this Agreement.

Section 3. CONTRACT DOCUMENTS

The following exhibits are attached hereto and incorporated by reference into this Agreement:

EXHIBIT A -- Designated Representatives of the Parties
Exhibits may be amended as provided in Section 9(d), Amendment.

Section 4. COMMUNICATIONS

a) Designated Representatives. To ensure effective and efficient intergovernmental cooperation, each Party will designate a representative responsible for communications under this Agreement (the "Designated Representative"). Each Party's Designated Representative is identified in Exhibit "A". A Party may change its Designated Representative by providing notice to the other Parties, and Exhibit "A" will be revised accordingly.

b) Notices. Any notice required under the terms of this Agreement will be directed to the Parties' Designated Representatives and the persons signing this Agreement at the addresses listed in Exhibit "A", return receipt requested. Notice will be considered issued and effective upon receipt by the addressee.

Section 5. DEFINITIONS

a) Express Service. "Express Service" is any Intercity Transit-operated Express transit service between Thurston and Pierce County. For the purposes of this Agreement, Commuter Vanpool services operated by each Party are not considered a part of this Agreement.

b) Classes of Boardings. "Express customer" is any person riding Intercity Transit's Express Service and who may transfer in either direction between Express Service and the corresponding local or regional service provider.

Section 6. RESPONSIBILITIES OF THE PARTIES

a) Shared Responsibilities

i) Each Party to this Agreement will, at its sole expense, undertake its responsibilities required to implement the terms of this Agreement. Each Party will assume the communication and administration responsibilities of this Agreement.

ii) The Parties will coordinate in advance of regional scheduled service changes in conjunction with changes typically occurring in the Spring, Fall and Winter seasons. Each agency will advise the Designated Representative at the other agency, as identified in Exhibit "A" of this Agreement, of its intent to add or modify Express Service routes, service levels, schedules or fares at least 60 days prior to the proposed effective date of any such changes.

iii) The Parties will coordinate in advance of any new placement or relocation of bus stops served by Express Service routes, including park and ride lots and transit centers. Pierce Transit will lead this process in Pierce County and Intercity Transit will lead the process in Thurston County. Stop signage and customer information will be coordinated by the Parties and may be posted on each Party's existing structures and posts. Necessary signage may be provided by the agency requesting placement of same. Installation of signage may be conducted by the facilities crews respectively responsible for each agency's service area. The costs for such signage installations (not including the signs) will generally be the responsibility of the agency conducting the installation but costs can be shared. Where available, restroom and lounge facilities for coach operators will be made available for mutual use by each agency.

iv) Except if provided otherwise by law, Pierce Transit will provide coordination for Express Service on all matters relating to other municipalities in Pierce County. Intercity Transit will provide coordination for Express Service on all matters relating to other municipalities in Thurston County.

v) Each agency will make informational materials, such as schedules and brochures available to mutual customers.

vi) Pierce Transit will honor Intercity Transit Employee, Dependent/Family, Retiree, Citizen Advisory and Board Member transit identification as valid fare payment on its local service. Intercity Transit will honor Pierce Transit Employee identification as valid fare payment on its services.

Section 7. DISPUTE RESOLUTION

In the event of any dispute concerning any section of this Agreement or upon the request of any Party, the Chief Executive Officer and General Manager of the Parties will confer to resolve the dispute. In the event the Parties are unable to resolve the dispute, the Parties may submit the matter to a mutually agreed upon, non-binding mediator who will recommend a resolution within 90 days. The cost of such mediation shall be equally divided between the Parties who are subject to the dispute. Such mediation shall be required before an action may be filed to adjudicate the dispute in a court of law.

Section 8. RELATIONSHIP TO PREVIOUS AGREEMENTS

This Agreement supersedes the Olympia Express Program Agreements between Pierce County Public Transportation Benefit Area and Intercity Transit, dated: September 1, 1999, as amended; August 1, 2010, as amended; and February 16, 2012, as amended.

Section 9. ADDITIONAL TERMS AND CONDITIONS

a) Indemnification. To the maximum extent permitted by law, each Party will defend, indemnify and hold harmless the other Party and its officials, employees or agents from and against all claims, demands, suits, actions, costs, damages and liability of any kind whatsoever that arise from any cause whatsoever as a result of the indemnifying party's performance of the work and activities contemplated by the Agreement including injuries to persons or damage to property, which arise out of, are connected with, or are due to the negligent acts or omissions of the indemnifying Party, its officials, employees or agents in performing its obligations under this Agreement. Each Party's obligation hereunder shall apply only to the extent of the negligence of the indemnifying Party or its officials, employees or agents.

For purposes of indemnification to the other Party only, each Party waives its immunity under the Worker's Compensation Act, Title 51 RCW, but only to the extent of its negligence where such negligence is determined in a proceeding for that purpose. Each party recognizes that this waiver has been the subject of mutual negotiation and is expressly entered into pursuant to RCW 4.24.115, to the extent that provision is applicable. This partial waiver is not intended and shall

not be construed to waive either Party's Title 51 RCW immunity from suit by any employee of that Party.

b) Severability. If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions unaffected thereby will remain in full force and effect. This Agreement will be governed by the laws of the State of Washington.

c) Assignment. No Party may assign or transfer in any manner any interest, obligation or benefit under this Agreement without the prior written consent of all other Parties.

d) Amendment. All amendments to this Agreement must be in writing. Such amendments are effective only upon the signature of the General Manager of Intercity Transit and Chief Executive Officer of Pierce Transit.

e) Entire Agreement. This Agreement embodies the Parties' entire agreement on the issues covered by it, except as supplemented by subsequent written agreements that the Parties may make. All prior agreements, negotiations and draft written agreements are merged into and superseded by this Agreement.

f) Counterparts. This Agreement will be executed in two (2) counterparts, each of which will be considered for all purposes as an original.

IN WITNESS WHEREOF, each party has caused this Agreement to be signed by its duly authorized officer or representative as of the date set forth below his or her signature

THURSTON COUNTY PUBLIC
TRANSPORTATION BENEFIT AREA
CORPORATION

By: _____
Ann Freeman-Manzanares
General Manager

Date: _____

PIERCE COUNTY PUBLIC
TRANSPORTATION BENEFIT AREA
CORPORATION

By: _____
James L. Walton
Interim Chief Executive Officer

Date: _____

By: _____
Wayne Fanshier
Chief Financial Officer

ATTEST:

By _____
Deanne Jacobson, CMC
Clerk of the Board

EXHIBIT A

Designated Representatives

Jay Peterson
Pierce Transit
3701 96th Street SW
P.O. Box 99070
Lakewood, WA 98499-0070
(253) 984-8203
jpeterson@piercetransit.org

Dennis Bloom
Intercity Transit
526 Pattison S.E.
P.O. Box 659
Olympia, WA 98507-0659
(360) 705-5832
dbloom@intercitytransit.com

FACT SHEET

TITLE: A Resolution Authorizing Execution of Change Order No. 1 with Tucci & Sons to Pay for Additional Construction Costs for the 112th and Pacific Transit Access Improvement Project

DIVISION: Transit Development

ORIGINATOR: Monica Adams, Senior Planner

PRECEDING ACTION: Approval of Fact Sheet 14-054 Authorizing Contract PT 20-14 with Tucci & Sons for construction of the 112th & Pacific Transit Access Improvements Project.

COORDINATING DEPARTMENT: Transit Development

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution

BUDGET INFORMATION

2015 Budget Amount	Required Expenditure	Impact
\$811,366.50	\$10,430.18	N/A
<u>\$10,430.18</u> Change Order No. 1		
\$821,796.68		

Explanation:

There is no budget impact as the costs are within the project budget.

BACKGROUND:

The 112th and Pacific Transit Improvements Project includes three new bus stops, a bus pullout, passenger amenities, enhanced pedestrian access, and improved lighting. Upon completion of the project staff will implement Route 4, which combines routes 204 and 210, and will travel along 112th Street and not divert to Parkland Transit Center.

On August 22, 2014, Pierce Transit entered into a contract with Tucci & Sons for the construction of 112th and Pacific Transit Improvements. Additional work for unforeseen conditions has been required, causing increased

costs to be incurred for the project. This work includes replacing a 70' length of pipe which was discovered to have a large hole in it during excavation as well as relocating Wells Fargo's luminaire.

Change Order No. 1 will exceed the contract amount, but is still within the authorized project budget, necessitating Board of Commissioners approval.

ALTERNATIVES:

Do not approve change order number one to Tucci & Sons for 112th and Pacific Transit Access Improvements. This is not recommended because the costs were incurred due to unforeseen conditions.

Approve change order number one to Tucci & Sons for 112th and Pacific Transit Access Improvements. This is recommended to make timely payments to the Contractor as per the Agency's DBE Program and the FTA's requirement for Prompt Payment to Contractors.

RECOMMENDATION:

Approve Resolution No. 15-014, authorizing the Chief Executive Officer to enter into and execute Change Order No. 1 in the amount of \$10,430.18 to pay for unforeseen construction costs of the 112th & Pacific Transit Access Improvement Project.

RESOLUTION NO. 15-014

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Execution of Change Order No. 1 with Tucci & Sons to Pay for Additional Construction Costs for the 112th and Pacific Transit Access Improvement Project

On August 22, 2014, Pierce Transit entered into a contract with Tucci & Sons for the construction of 112th and Pacific Transit Improvements; and

WHEREAS, the original estimated costs for the improvements were authorized by Fact Sheet 14-054, a resolution of the Board of Commissioners of Pierce Transit; and

WHEREAS, additional work via change order was necessary to properly proceed with the construction of the 112th and Pacific Transit Access Improvements for unforeseen conditions; and

WHEREAS, this work includes replacing a 70' length of pipe which was discovered to have a large hole in it during excavation as well as relocating Wells Fargo's luminaire; and

WHEREAS, Change Order No. 1 will exceed the Board-approved contract amount due to latent conditions; and

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

Section 1. The Board of Commissioners authorizes staff to execute Change Order No. 1 with Tucci & Sons to pay for additional construction for construction of 112th and Pacific Transit Access Improvements.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 9th day of March, 2015.

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

1
2

Deanne Jacobson, CMC
Clerk of the Board

FACT SHEET

TITLE: A Resolution Authorizing Execution of a New Interlocal Agreement with Sound Transit for the Operations and Maintenance of the Tacoma Dome Station Garage and Bus Platform, Effective April 1, 2015 through December 31, 2017

DIVISION: Operations

ORIGINATOR: Doug Middleton, Chief Operations Officer

PRECEDING ACTION:

Resolution No. 04-064, Authorization to enter into an Interagency Agreement with Sound Transit for Operations and Maintenance of Tacoma Dome Station.

Resolution No. 09-025, Authorization to enter into an Interagency Agreement with Sound Transit for Operations and Maintenance of Tacoma Dome Station.

Resolution No. 14-083, Authorization to enter into a three-month extension to the Interlocal Agreement with Sound Transit.

COORDINATING DEPARTMENT: Operations

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed Agreement

BUDGET INFORMATION

2015 Budget Amount
\$385,222

Required Expenditure
N/A

Impact
N/A

Explanation: There is no effect on the 2015 budget. The financial provisions of the agreement are retroactive to January 1, 2015. Expenses and revenues related to this agreement are included in the 2015 budget and are financially neutral to Pierce Transit.

BACKGROUND:

In December of 2009, the Board of Commissioners authorized a second five-year agreement between Sound Transit and Pierce Transit to provide operations and maintenance at Tacoma Dome Station Garage and Bus Platform. The current Tacoma Dome Station Garage and Bus Platform Operations and Maintenance Agreement will expire on March 31, 2015.

Pierce Transit and Sound Transit have negotiated a new operations and maintenance agreement to replace the existing agreement.

ALTERNATIVES:

Do not authorize the Chief Executive Officer to enter into the Interagency Agreement with Sound Transit. This is not recommended as the current agreement is set to expire on March 31, 2015. This would require the parties to continue with the existing operations and maintenance of the Tacoma Dome Station Garage and Bus Platform without an agreement and thus the potential for dissolution of the Sound Transit and Pierce Transit partnership.

RECOMMENDATION:

Approve Resolution No. 15-015, authorizing the Chief Executive Officer to enter into and execute a new Interlocal Agreement with Sound Transit for operations and maintenance of the Tacoma Dome Station Garage and Bus Platform 2015, effective April 01, 2015 through December 31, 2017.

RESOLUTION NO. 15-015

A RESOLUTION of the Board of Commissioners of Pierce Transit
Authorizing the Chief Executive Officer to Enter into and Execute Interlocal Agreement with Sound Transit for
the Operations and Maintenance of the Tacoma Dome Station Garage and Bus Platform

WHEREAS, Pierce Transit and Sound Transit have maintained an interagency agreement for the
operations and maintenance of the Tacoma Dome Station Garage and Bus Platform for 14 years; and

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

WHEREAS, Pierce Transit and Sound Transit have negotiated a fair and reasonable agreement to share
costs for operations and maintenance of the Tacoma Dome Station Garage and Bus Platform; and

WHEREAS, Pierce Transit and Sound Transit have negotiated a new operations and maintenance
agreement to replace the current Agreement; and

WHEREAS, the two agencies have determined it to be within the public interest to enter into this
Agreement for the operations and maintenance of the Tacoma Dome Station Garage and Bus Platform; and

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

Section 1. The Chief Executive Officer is hereby authorized to enter into the new Interlocal
Agreement with Sound Transit for Operations and Maintenance of the Tacoma Dome Station Garage and Bus
Platform 2015, effective April 01, 2015 through December 31, 2017.

ADOPTED by the Board of Commissioners of Pierce Transit at a regular meeting thereof held on the
9th day of March, 2015.

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

**Tacoma Dome Station
Garage and Bus Platform**

Operations and Maintenance Agreement

2015

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TACOMA DOME STATION GARAGE AND BUS PLATFORM OPERATIONS AND MAINTENANCE AGREEMENT

This Agreement is dated _____, 2015 and is by and between Central Puget Sound Regional Transit Authority ("Sound Transit") and the Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit") (collectively, "Parties") pursuant to RCW 39.34.

RECITALS

WHEREAS, Pierce Transit is a Public Transit Benefit Area established under RCW Chapter 36.57A, vested with powers necessary to construct and operate a public transportation system benefiting Pierce County residents; and

WHEREAS, pursuant to Chapter 81.112.070 RCW and public vote, Sound Transit is authorized to perform regional public transportation functions; and pursuant to RCW 39.33.050 may contract with any public transportation benefit area, any county, transportation authority, city, metropolitan municipal corporation and any private person, firm, or corporation for the operation of high capacity transportation system facilities within Sound Transit's boundary including commuter rail, light rail, and regional express bus services as set forth in *Sound Move*, the ten-year Regional Transit System plan, within its jurisdiction; and

WHEREAS, Sound Transit is authorized to contract for public transportation services as herein provided pursuant to 39.33.050 RCW; and

A. Pierce Transit owns the property, parcel number 2074240011 (legal definition found at Exhibit A), zoned as downtown mixed use, upon which the Tacoma Dome Station Garage, pedestrian bridge, and bus platform (herein after known as "TDS Garage") are built.

B. Pierce Transit owns and operates the TDS Garage. The project was constructed in two phases. Phase I was completed in 1997, and cost approximately \$17,475,007 funded solely by Pierce Transit and included the bus transit platform, parking garage, and pedestrian bridge. For Phase II, completed in 2000, Sound Transit and Pierce Transit respectively contributed \$10,598,000 and \$10,564,000 to construct a second parking garage with a connection to the Phase I garage.

C. Pierce Transit and Sound Transit entered into a Memorandum of Understanding dated May 11, 1998 to establish a cooperative framework for transit services and projects and to outline specific project agreements to be developed.

D. The Parties entered into a Memorandum of Agreement for Intergovernmental Cooperation dated September 30, 1999 for funding the design, construction, and mid-life major maintenance of the TDS Garage Phase II Project ("Phase II Agreement").

E. In order to provide Greyhound Lines, Inc., with Tacoma-based operations, Pierce Transit and Greyhound Lines entered into a lease agreement that utilizes some of the space in the TDS Garage in 2000 ("PT-Greyhound lease"). The current five year lease began on October 1, 2010 and will expire on September 30, 2015. There is one five year extension of the PT – Greyhound lease that may be exercised, and the parties to this lease are negotiating the terms of this extension. The term "leased property" as used herein refers to that space leased by Pierce Transit to Greyhound under the PT-Greyhound lease.

F. The Parties entered into an Agreement for the Operation and Maintenance of the Tacoma Dome Station on February 27, 2001 ("Original TDS Agreement").

G. The Parties entered into an Agreement for the operations and maintenance of the TDS Garage on January 1, 2005, which expired on December 31, 2009 ("Second TDS Agreement").

H. The Parties entered into an Agreement for the operations and maintenance of the TDS Garage on January 1, 2010, which will expire on December 31, 2014 ("Third TDS Agreement").

I. By letter dated August 8, 2013, the Parties agreed to enhanced security monitoring at TDS Garage to provide for 24 hour/day CCTV monitoring of the TDS Garage. ("Enhanced Security Agreement").

J. The Parties have determined that it is in the best interest of transit customers to enter into this new operations and maintenance agreement for the TDS Garage ("Agreement") to ensure that the highest quality services are provided at the TDS Garage.

THEREFORE, the Parties agree as follows:

1.0 PURPOSE AND SCOPE OF AGREEMENT

The purpose of this Agreement is to define the operations and maintenance services to be provided by Pierce Transit for the TDS Garage for Sound Transit Express Bus, Tacoma Link light rail, and Sounder commuter rail services and Sound Transit's contribution to the cost for those operations and maintenance services. The Agreement will address the associated maintenance costs and the basis for allocation of costs to be borne by each party.

2.0 OPERATIONS AND MAINTENANCE SERVICES AT THE TDS GARAGE

2.1 Operations Services

2.1.1 Security

Pierce Transit will provide security services at the TDS Garage in accordance with Pierce Transit's current standard security procedures and plan and the Enhanced Security Agreement.

2.1.2 Changes in Security Services

Pierce Transit will coordinate changes in security services with Sound Transit prior to implementation of such changes.

2.1.3 Parking Management

A. Parking Management Services

Pierce Transit will provide parking management services for the TDS Garage through a third party vendor tasked with managing the operations at the TDS Garage. These parking management services include, but are not limited to: monitoring parking use and management of overflow if needed; resolving and responding to problems with parking operations; issuing parking violations; responding to complaints; maintaining restricted areas; monitoring activities in order to enforce of smoking and unlawful transit conduct laws; ensuring that all rules for parking and identifying violations are properly posted and followed; and monitoring and updating signage.

B. Hours of Operations

TDS Garage will be open for operation seven days per week, 24 hours per day.

C. Pierce Transit Reserved Parking

An agreed upon number of stalls will be set aside for official Pierce Transit vehicles and Pierce Transit employees who work and report for duty at the TDS Garage. Any increase in the number of stalls will be coordinated with Sound Transit. A complete inventory and assignment of all parking stalls and their locations, as January 2015 as agreed by the Parties, can be found in Exhibit B.

D. Leased Property Reserved Parking

Seven parking stalls will be set aside for employees and patrons of Greyhound for leased property at TDS. A complete inventory and assignment of all parking stalls and their locations, as of January 2015 as agreed by the Parties, can be found in Exhibit B.

E. Parking Time Limits

The maximum amount of time that anyone, including the Parties' employees and users of the leased property, may be allowed to park at TDS Garage is 24 hours except as otherwise provided in this Agreement. The Parties will collaborate and mutually agree on any proposed changes to this time limitation.

G. Parking Fees

Parking fees will not be charged to transit customers unless mutually agreed to by Pierce Transit and Sound Transit and with the approval of their respective Boards.

In the event that the Parties agree to charge transit customers for parking, that revenue and expense will be shared proportionately in accordance with Section 5.0 Compensation and Payment of this Agreement.

Parking fees may be charged by Pierce Transit for non-transit, special Tacoma Dome event parking. Non-transit, special event parking which would conflict with transit customer use is discouraged.

H. Parking Utilization and Capacity

Pierce Transit will provide a parking utilization count as part of their monthly invoice submittal.

Recognizing that TDS Garage utilization has been at maximum capacity for several years (2011-2014), emphasis will be placed on enforcing parking policies as posted throughout the garage by the third party parking management company. This emphasis is meant to make the garage as safe and as convenient as possible for those who are able to park at the facility.

I. Modifications to Parking Use and Inventory

Changes to parking stall use, as described in Exhibit H, may be made by mutual written agreement by the Parties .

2.2 Maintenance Services

2.2.1 Scheduled and Unscheduled Maintenance

Pierce Transit will provide scheduled and unscheduled maintenance services at the TDS Garage as defined in Exhibit C: Maintenance Services at TDS Garage.

2.2.2 Non-Routine Maintenance

Sound Transit and Pierce Transit will reach a separate agreement to any non-routine, non-emergency maintenance items and the cost of such items prior to scheduling the work. As used herein, "non-routine, non-emergency maintenance shall be subject to funding approval by the Sound Transit Board of Directors, cost sharing will be at the same proportionate rate as all other operations and maintenance costs.

Sound Transit will respond to any Pierce Transit proposal on these non-routine, non-emergency maintenance items within sixty (60) days, so as not to cause any undue delay to carrying out the necessary work.

2.2.3 Utilities

Pierce Transit will provide utility services at the TDS Garage to include gas, electric, water, sewer, storm, refuse, data transmission, and telecommunications services.

2.2.4 Ticket Vending Machines

Sound Transit is responsible for operations, maintenance, and costs associated with the Ticket Vending Machines (TVMs) located at TDS Garage. Sound Transit employees and vendors who resupply and repair the TVMs at TDS Garage will check in with the Security Office in advance to advise security personnel know that work on the vending machines will be performed.

3.0 PERSONNEL

3.1 Provision of Personnel

Pierce Transit will provide qualified and properly trained personnel for the provision of operations and maintenance services at the TDS Garage Compliance with terms and conditions of agreements with any labor organizations representing Pierce Transit employees will be the sole responsibility of Pierce Transit. Pierce Transit and all its subcontractors will comply with all applicable state and federal laws, regulations, rules, and procedures with respect to employer's liability, worker's compensation, unemployment insurance, and other forms of social security and with respect to withholding of income tax, state disability insurance, and any other proper withholding from wages of employees.

3.2 Employee Conduct

Pierce Transit will ensure that its employees and subcontractors providing service under this agreement present a neat appearance and conduct themselves in a courteous, efficient manner. In the event that any employee or subcontractor is found by Sound Transit or Pierce Transit to be discourteous or not properly performing the services required by this agreement, Pierce Transit will take appropriate action, according to its policies, procedures, personnel rules, labor contracts, and subcontractor agreements.

4.0 COORDINATION

The Parties will collaborate and must agree in writing to any proposed changes to the operations and maintenance services at the TDS Garage defined in Section 2.0 of this Agreement and any exhibits thereto. The Parties acknowledge that final decisions regarding changes to this Agreement may be subject to approval by either or both Parties' Board.

4.1 Performance Review

Sound Transit will have the following rights related to the performance of operations and maintenance services at the TDS Garage defined in this Agreement:

- A. The right to review Pierce Transit records, including records of facilities, equipment, and contracts related to the services defined in this Agreement.
- B. The right to inspect the TDS Garage at any time during normal business hours. Sound Transit will provide sufficient notice prior to inspection to ensure that an inspection does not interfere with Pierce Transit's ability to fulfill its obligations under this Agreement.

4.2 Leases

As agreed in the Phase II Agreement, "Pierce Transit will obtain Sound Transit's approval of any leases entered into with tenants, except Greyhound, who will make use of parking capacity constructed as part of this project."

Pierce Transit is responsible for the management as well as the operating and maintenance costs of the leased property at the TDS Garage and is therefore entitled to all revenues from the PT-Greyhound lease. Pierce Transit has no obligation to include Sound Transit in issues relating to the PT-Greyhound lease, except as they may affect the use of the TDS Garage for Sound Transit customers, the operations and maintenance services herein provided, or affect Sound Transit's transportation services identified in this Agreement. Pierce Transit will exclude any maintenance costs related to the leased property in the costs that are billed to Sound Transit.

5.0 COMPENSATION AND PAYMENT

Sound Transit will compensate Pierce Transit for the operation and maintenance of the TDS Garage according to the scope of services and responsibilities outlined in this agreement. This section also describes the budget review process, monthly invoice process, and the cost reconciliation. See Exhibit G for a schedule of deliverables related to this section.

5.1 Compensation

5.1.1 Sound Transit Proportionate Share of Costs

Sound Transit will pay its proportionate share of the operations and maintenance costs at the TDS Garage exclusive of costs associated with any leased property. As used herein, the term "proportionate share" is the division of costs that is agreed to by the Parties as fair, reasonable, and as close as possible to the proportion of use at the TDS Garage by Sound Transit customers as compared with Pierce Transit customers which shall be determined by a biennial parking use survey. Because the results of the parking use survey typically include a number of instances where it is unclear

whether the use should be credited to Sound Transit or Pierce Transit the proportionate share will be negotiated by the Parties.

By June 30 following the survey, the Parties will reach agreement on the proportionate sharing of costs for the following two years. Pierce Transit will provide a letter of agreement documenting the proportionate share for Sound Transit's concurrence. If the Parties are unable to reach an agreement on the new proportionate share, then they will continue to use the most recently agreed proportionate share, subject to reconciliation of any difference once a new agreement is reached.

5.1.2 Parking Use Survey

Beginning in 2016, Pierce and Sound Transit will jointly conduct a biennial parking use survey to determine the relative proportionate of use of the TDS Garage by Sound Transit customers compared with Pierce Transit customers and others. Sound Transit and Pierce Transit will agree on the methodology for the survey. The survey will be completed no later than May 31 of each biennial. The cost of the survey will be shared according to the agreed proportionate share of costs between the Parties in effect at the time of the survey.

5.2 Compensation, Invoices Payment and Reconciliation

5.2.1 Recurring Costs

A. Pierce Transit's Cost Template for three years in year-of-expenditure dollars is illustrated in Exhibit D.

B. The following costs will be billed to Sound Transit monthly for its proportionate share based on actual data to the extent possible:

Utilities

Parking Survey

- 1) Janitorial services
- 2) Surveillance equipment operation and maintenance
- 3) Landscape maintenance
- 4) Elevator service and repair
- 5) In-house staff and materials
- 6) Pest management

7) Fire and life safety systems

8) Other costs and miscellaneous

C. The following costs will be billed to Sound Transit monthly for its proportionate share of annual budgeted costs:

- 1) Security
- 2) Property insurance

5.2.2 Non-routine Maintenance

Pursuant to Section 2.2.2, Sound Transit will contribute its proportionate share to non-routine maintenance work as presented to Sound Transit provided funding can be obtained from the Sound Transit Board. Pierce Transit will provide a detailed scope of work and cost estimate for non-routine maintenance no later than June 30 for work to be performed in the following year. Upon Board approval of funding for non-routine maintenance, ST shall contribute to the costs in proportion to the annual O&M costs for the same year the work is performed.

5.2.3 Annual Review of Budget

Pierce Transit will provide its Cost Template for the upcoming three years no later than November 15. This will be the preliminary Cost Template, subject to any modifications of the Pierce Transit budget, as adopted by the Pierce Transit Board, and as mutually agreed to by the Parties. Sound Transit will review and provide comments to Pierce Transit on the Cost Template by November 30. The Parties will agree by December 31 on the Cost Template for the following year; if agreement is reached, Sound Transit will provide Pierce Transit with a signed final Cost Template by January 15. If the Parties are unable to agree to the Cost Template, the prior year's Cost Template will remain in effect and costs will be reconciled once a new agreement is in place. Either Party may propose a change to the items covered by this cost reimbursement agreement but changes may be effected only by mutual agreement. The Parties acknowledge that cost adjustments may be subject to Sound Transit Board approval.

Upon completion of this review, Sound Transit will prepare a letter of concurrence on the budget assumptions.

5.2.4 Other Cost Adjustments

The Parties acknowledge that there may be one-time costs such as emergencies or other material costs (defined as 5% of the total annual budget for the scope of work covered by this agreement) that were not anticipated at the time that the Cost Template for the current year was established. The Parties will meet and Pierce Transit will provide written documentation of any such one-time costs for Sound Transit's review and approval. Sound Transit will either pay its proportionate share of the costs or, if the expense is ongoing, the cost will be added to the monthly invoice. A Sound Transit purchase order is required for all other cost adjustments.

Within three days of the onset of an emergency, Pierce Transit will provide Sound Transit with an initial written description of the work, a proposed timeline for completing the work and an estimated cost of the work. This estimate will be amended weekly by Pierce Transit until all costs of the emergency are reasonably known. Sound Transit will assume its proportionate share of costs for an emergency at the TDS Garage Phases I

and II in accordance with Section 5.1.2., except as may have been incurred due to Pierce Transit's negligence. In the event the costs attributable to Sound Transit cannot be separately identified, Pierce Transit will identify the total cost of the emergency to all involved parties, and describe its method for prorating the Sound Transit share of the cost.

5.3 Monthly Invoices and Payment

5.3.1 Monthly Invoice

Pierce Transit will invoice Sound Transit monthly in the form attached as Exhibit E: Monthly Invoice, no later than the 25th of the following month, for all services provided as follows:

A. Costs related to Insurance and Security will be billed on the basis of one twelfth of the agreed upon actual cost. All other costs will be billed based on actual costs incurred for the previous month, as well as documented adjustments from previous months.

B. Other cost adjustments will be included as approved in advance by Sound Transit.

5.3.2 Payment

Provided the invoice is complete, Sound Transit will pay the invoice within 30 days of receipt. The invoice will be considered complete only when all monthly information as required in Section 5.5 is received by Sound Transit. Incomplete invoices will not be processed for payment. The invoice will be sent to:

Accounts Payable
Sound Transit
401 S. Jackson St.
Seattle, WA 98104

If Sound Transit disputes the charges, documentation or the completeness of the invoice, notice of such objections should be provided to Pierce Transit in writing within 20 days after receipt of the completed invoice. Portions of the invoice that are not in dispute shall be paid according to standard procedures. Any such dispute will be subject to the dispute resolution procedures as set forth in this Agreement. Notwithstanding this paragraph, Sound Transit's right to dispute charges or audit is not prejudiced.

5.4 Cost Reconciliation Process

The Parties will complete the annual cost reconciliation process by March 15 of each year for the previous year. Costs shall be based on actual data to the extent possible. However, certain costs such as security and insurance costs are based on agreed-to budgeted annual costs. Should final audited financial statements substantiate a cost

difference beyond that determined from the original submissions, the reconciliation process will be repeated using the final cost data and will be completed no later than June 30.

5.4.1 Method of Reconciliation

A. If the reconcilable costs billed by Pierce Transit exceed the actual reconcilable costs documented in Pierce Transit's financial records, Pierce Transit will compensate Sound Transit for the difference.

B. If the reconcilable costs billed by Pierce Transit are less than the actual reconcilable costs documented in Pierce Transit's financial records, Sound Transit will compensate Pierce Transit for the difference. The payment will be made in the next invoice cycle after reconciliation, and will be made through an adjustment to the invoiced amount.

5.4.2 Sound Transit Audit

Sound Transit reserves the right to audit Pierce Transit's work. Sound Transit may, at its discretion, use an independent auditor to review the process and methodology used by Pierce Transit. Sound Transit or its designated auditor will be provided access to documentation related to the maintenance and operations of the TDS Garage including, but not limited to, reports, documents, spreadsheets, and electronic files to the extent permitted by law. Sound Transit will make the full audit report available upon request to Pierce Transit upon its publication.

5.5 Recordkeeping, Reports, and Notification Requirements

Pierce Transit will prepare, maintain and submit monthly reports regarding operations and maintenance services at the TDS Garage in the form and manner prescribed by Exhibit E: Example of Monthly Invoice and Reports to the extent possible, using Pierce Transit's standard data collection process and procedures. Reports will be submitted to Sound Transit administrative offices with the invoice by the 25th of each month. Failure to submit these reports may result in payment delays for services rendered.

Pierce Transit will permit authorized representatives of Sound Transit to examine all data and records related to the operations and maintenance for the TDS Garage upon request. Pierce Transit will maintain all reports and records as specified in Exhibit F1 pertaining to the operations and maintenance services at the TDS Garage and will make them available for review by Sound Transit for a period of three years from the expiration or earlier termination of this Agreement, according to Pierce Transit's records management policies; and Federal and State guidelines.

5.5.1 Additional Data Collection or Reports

If additional data collection or reports are desired by either Sound Transit or Pierce Transit to aid in adjusting costs and cost sharing between the two

Parties, then both Parties may mutually agree to the methodology to be used and to share in the costs. If the two Parties mutually agree to the additional work, then the cost will be split using the Parties' agreed proportionate share.

6.0 OWNERSHIP

It is expressly understood and agreed between Sound Transit and Pierce Transit that at all times during the term of this Agreement and thereafter, Pierce Transit is the sole owner of the TDS Garage. Accordingly, Pierce Transit acknowledges and agrees that Sound Transit will have no liability or obligations with respect to the construction, operation, maintenance, repair or replacement, and ownership of the TDS Garage, except as may otherwise be specifically set forth in this Agreement or any claims arising therefrom.

7.0 DESIGNATED REPRESENTATIVES

To ensure effective cooperation and efficient project review, each Party will designate a representative ("Designated Representative"), responsible for communications between the Parties and as a central point of contact for each Agency. Designated Representatives are responsible for coordinating input and work of other staff members as it relates to the scope of this Agreement. The Parties may change Designated Representatives by providing written notice to the other Party. Exhibit F identifies the Designated Representatives and their contact information.

8.0 DISPUTE RESOLUTION

In the event of any dispute concerning this Agreement, the Designated Representatives for Sound Transit and Pierce Transit, will confer to resolve the dispute. The Designated Representatives will use their best efforts and exercise good faith to resolve disputes and issues arising out of or related to this Agreement.

In the event the Designated Representatives are unable to resolve the dispute, the Deputy Director of Property, Facilities, and Equipment for Sound Transit and the Chief Operations Officer for Pierce Transit will confer and exercise good faith to resolve the dispute.

In the event the Deputy Director of Property, Facilities, and Equipment for Sound Transit and the Chief Operations Officer for Pierce Transit are unable to resolve the dispute, the Chief Executive Officers for Sound Transit and Pierce Transit will engage in good faith negotiations to resolve the dispute.

In the event the Chief Executive Officers for Sound Transit and Pierce Transit are unable to resolve the dispute, the Parties may submit the matter to a mutually agreed upon mediator. The Parties will share equally in the cost of the mediator. If the dispute is resolved through mediation, the Parties will sign a binding agreement to memorialize the terms of that resolution.

Sound Transit and Pierce Transit agree that they will have no right to seek relief in a court of law until and unless each of these procedural steps is exhausted.

9.0 INSURANCE

Pierce Transit will provide insurance coverage or maintain membership in the Washington State Transit Insurance Pool during the entire term of this Agreement as set forth in Exhibit H: Insurance.

10.0 ADDITIONAL TERMS AND CONDITIONS

10.1 Legal Compliance

Pierce Transit will comply, and to the best of its ability will ensure, that its employees, agents, consultants, and representatives comply with all federal, state, and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.

10.2 Indemnity

To the maximum extent permitted by law, the Parties agree to defend, indemnify and save harmless each other and their officers, officials, employees and/or agents from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatsoever kind or nature to the extent arising out of, in connection with, or incident to each party's respective or comparative negligence, work or services under this Agreement provided by or on behalf of the indemnifying party, and for any failure by the indemnitor to satisfy its contractual obligations under this Agreement, except to the extent caused by the negligence of the indemnified party. Each party will be responsible for its share of all defense expenses that corresponds with its respective proportionate negligence or responsibility for the claim, including attorneys' fees, expert fees, and expenses and costs (collectively "defense costs") incurred directly or indirectly on account of such litigation or claims.

This indemnification obligation will include, but is not limited to, all claims against one party by an employee or former employee of the other party or its consultant, and, after mutual negotiation, each party expressly waives all immunity and limitation on liability under any industrial insurance act, including title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction that would otherwise be applicable in the case of such claim.

10.3 Rights and Remedies

The rights and remedies of the parties to this Agreement are in addition to any other rights and remedies provided by law except as otherwise provided in this Agreement.

10.4 Relationship of Parties

10.4.1 Independence, No Partnership, Joint Venture or Third Party Beneficiaries

It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

10.4.2 Contractor Relationship

In performing work and services hereunder, Pierce Transit and its employees, agents, contractors, consultants, and representatives will be acting as independent contractors for Sound Transit and will not be deemed or construed to be employees or agents of Sound Transit in any manner whatsoever. Pierce Transit will not hold itself out as, nor claim to be an officer or employee of Sound Transit by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of Sound Transit. Pierce Transit will be solely responsible for any claims for wages or compensation by Pierce Transit employees, agents, and representatives, including consultants, and save and hold Sound Transit harmless therefrom.

10.4.3 Subcontracting

As the owner of TDS Garage, Pierce Transit may subcontract any of the operations, maintenance, security, parking management, or customer service obligations called for in this Agreement. Subcontractors are subject to the requirements of Section 10.1 and Section 3.

10.4.4 Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to (a) confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and permitted assigns; (b) relieve or discharge the obligation or liability of any third party to a party to this Agreement; nor (c) give any third parties any right of subrogation or action over against the other party to this Agreement.

10.4.5 Assignment

Neither party will assign, transfer, or otherwise substitute its obligations under the Agreement without the prior written consent of the other party. Any assignment made in violation of this provision will be null and void and confer no rights whatsoever on any person.

10.4.6 Binding on Successors

All of the terms, provisions, and conditions of the Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, and legal representatives.

10.4.7 Applicable Law and Venue

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Washington. Any legal action brought resulting from this Agreement will be brought in Pierce County Superior Court.

10.4.8 Waiver of Default or Breach

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

10.4.9 Entire Agreement

This Agreement, including Attachments and Exhibits hereto, constitutes the entire Agreement between the Parties relative to the agreed upon terms and conditions for operations and maintenance services at the TDS Garage. There are no terms, obligations, or conditions other than those contained herein. No modification or amendment of this Agreement will be valid or effective unless evidenced by an agreement in writing, signed by personnel authorized to bind the Parties.

10.4.10 Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

11.0 TERMINATION OF AGREEMENT

11.1 Termination for Default or Breach

Either party may terminate this Agreement, in whole or in part, in writing if the other party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the other party, provided that insofar as practicable, the party terminating the Agreement will give:

A. Written notice of intent to terminate at least 30 calendar days prior to the date of termination stating the manner in which the other party has failed to perform the obligations under this Agreement; and

B. An opportunity for the other party to cure the default within at least 30 calendar days of notice of the intent to terminate. In such case, the notice of termination will state the time period in which cure is permitted and any other appropriate conditions. If the other party fails to remedy the default or the breach to the satisfaction of the other party within the time period established in the notice of termination or any extension thereof, granted by the party not at fault, the Agreement will be deemed terminated.

11.2 Termination for Convenience

Either party may terminate this Agreement for its convenience upon written notice and at least 180 days before a major service change.

11.3 Activities upon Termination

Upon termination of this Agreement by expiration of the term or as provided in this Section 11.2 Termination for Convenience, Sound Transit and Pierce Transit agree to work together cooperatively to develop a coordinated plan for terminating the services rendered until the time of termination and determining reasonable close-out costs, and accounting and disposing of the equipment provided by Sound Transit in the manner Sound Transit directs. In the event of termination as provided in this Section 11.1 Termination for Default or Breach, the non-defaulting or non-breaching party will compensate the defaulting or breaching party only for the services satisfactorily rendered to the date of termination at the rates and amounts and in the manner provided in this Agreement, with no payment for contract closeout costs as otherwise provided in this Section 12.3.

12.0 NOTICES

Any notice required, permitted or implied under this agreement including change of address, may be personally served on the other Party by the Party giving notice or may be served by certified mail, return receipt required, to the following address:

Chief Operating Officer
Pierce Transit
P.O. Box 99070
3701 96th St. SW
Lakewood, WA 98496-0070

Executive Director of Operations
Sound Transit
401 South Jackson Street
Seattle, WA 98104-2826

13.0 MISCELLANEOUS PROVISIONS

13.1 Media Relations

Neither Pierce Transit nor Sound Transit will make any formal press releases, news conferences or similar public statements concerning the operations or maintenance of the TDS Garage without prior consultation with the other party.

13.2 Amendments and Modifications

This Agreement and its Attachments and Exhibits may be amended or modified by mutual written agreement. Amendments to the terms and conditions outlined in this Agreement may be subject to the approval of each Party's Board of Directors or Commissioners or other policies or requirements of each Party.

In particular, this Agreement may be amended or modified with respect to additional work Sound Transit may request Pierce Transit to perform beyond the scope specifically defined herein. Pierce Transit may perform and agree to the cost for such additional work at its sole discretion.

Notwithstanding this, the Designated Representatives may execute amendments and revisions to the Agreement, Attachments, and Exhibits of an administrative nature.

14.0 EFFECTIVE DATE AND TERM

14.1 Effective Date

This Agreement will take effect when signed and be retroactive to January 1, 2015.

14.2 Term

This Agreement will expire on December 31, 2017, with an option to extend for two additional one-year periods. The term may be extended through a concurrence letter signed by both Parties.

15.0 EXECUTION OF AGREEMENT

This Agreement will be executed in two counterparts, any one of which will be regarded for all purposes as one original.

IN WITNESS WHEREOF, the parties hereto hereby agree to the terms and conditions of this Agreement as of the date first written above.

James L. Walton,
Interim Chief Executive Officer
Pierce County Public
Transportation Benefit
("Pierce Transit")

Joan M. Earl,
Chief Executive Officer
Central Puget Sound
Regional Transit Authority
("Sound Transit")

Date

Date

ATTEST:

Deanne Jacobson, CMC
Clerk of the Board

List of Exhibits

Exhibit	Title	Purpose
A	Legal Property Description	Legal Definition of Pierce Transit Property
B	Parking Stall Inventory	Provides information on how many stalls there are , where they are, and their use.
C	Maintenance & Landscape	Description of Services
D	Cost Template	Annual Baseline Cost Estimate & Annual Cost Reconciliation
E	Invoice and Reports	Example of Monthly Invoice and Reports
F	Designated Representatives	Primary Contact for ST and PT
G	TDS Garage Security Plan	Description of Security Services
H	Insurance	
I	TDS Garage and Bus Platform O&M Agreement Schedule of Deliverables	List of deliverables and due dates as required by the agreement.

Exhibit A: Legal Definition of Pierce Transit Property

The legal definition of the property, owned by Pierce Transit, up which the TDS Garage is built, is:

SECTION 09 TOWNSHIP 20 RANGE 03 QUARTER 12: TACOMA LD COS 1ST N
½ OF NE 9-20-03E COMB FOR TAX PURPOSES ONLY L 1 THRU 12 B 7424, L 1
THRU 12 B 7426, L 1 THRU 12 B 7523, L 1 THRU 12 B 7525 TOG/W VAC
ALLEYS & VAC EAST "F" ST PER ORD 25698 ALSO TOG/W E 10 FT VAC EAST
E ST ABUTT L 1 B 72=424 TO S LI OF E/W ALLEY LOC IN MIDDLE OF BLK
ALSO TOG/W AIR RTS STARTING 7 FT ABOVE A TRAPEZOIDAL PIECE OF
PROP AT SE COR OF EAST E ST & E/W ALLEY VAC BY ORD 26978 AFN 2002-
10-08-0584 APPROX 185,000 SQ FT COMB 001-0 THRU 004-0, 207-426-001-0
THRU 005-0, 207523-001-0 THRU 004-0 & 207525-001-0 THRU 003-0 SEG J-
0250 J-0250 JU 9/24/97JU DC/BL 06-13-03BL.

EXHIBIT B - EAST TOWER - TACOMA DOME STATION GARAGE PARKING STALL INVENTORY

Location	Standard	Compact	ADA	Short Term	Oversized	PT Employee	Public Safety	Greyhound	Maintenance	Total
Level 1										
East Wall	10					6				16
North Outer	21		6							27
North Inner	24	1							3	28
West Wall	5		3							8
South Outer	30				4					34
South Inner	26	2								28
Ramp North	26									26
Ramp South	26									26
Total for Level	168	3	9	0	4	6	0	0	3	193
Level 2										
East Wall	17									17
North Outer	32									32
North Inner	26		2							28
West Wall	9			6						15
South Outer		26								26
South Inner	6	21	1							28
Ramp North	19	8	1							28
Ramp South	5	22	1							28
Total for Level	114	77	5	6	0	0	0	0	0	202
Level 3										
East Wall	17									17
North Outer	32			9						41
North Inner	27	1		25						53
West Wall	14									14
South Outer	34									34
South Inner	26	2								28
Ramp North	27	2								29
Ramp South	26									26
Total for Level	203	5	0	34	0	0	0	0	0	242

EXHIBIT B - EAST TOWER - TACOMA DOME STATION GARAGE PARKING STALL INVENTORY

Location	Standard	Compact	ADA	Short Term	Oversized	PT Employee	Public Safety	Greyhound	Maintenance	Total
Level 4										
East Wall	17									17
North Outer	32									32
North Inner	25	2								27
West Wall	15									15
South Outer	34									34
South Inner	26	2								28
Ramp North	26	2								28
Ramp South	26	2								28
Total for Level	201	8	0	0	0	0	0	0	0	209
Level 5										
East Wall	17									17
North Outer	32	2								34
North Inner	26	2								28
West Wall	15									15
South Outer	34									34
South Inner	26	2								28
Ramp North	26	2								28
Ramp South	28									28
Total for Level	204	8								212
Level 6										
East Wall	17									17
North Outer	32									32
North Inner	25	3								28
West Wall	12									12
West Wall Inner	5	2								7
South Outer	33	1								34
South Inner	26	2								28
Total for Level	150	8								158

Total Stalls for East Tower = 1216

Shortterm stalls 2 of these are 4 hr and 4 are 3 hr spaces

1176 Fulltime Stalls

1167 Available to Public in East Tower

1170 Available to Public in West Tower

2337 Total Public Spaces

As of March 2, 2015

EXHIBIT B - WEST TOWER - TACOMA DOME STATION GARAGE PARKING STALL INVENTORY

Location	Standard	Compact	ADA	Short Term	Oversized	PT Employee	Public Safety	Greyhound	Maintenance	Total
Level 1										
East Wall and cul de sac (supervisors only)						17				17
North Outer			9					2		11
North Inner	5							3		8
West Wall	6		2		5			1		14
South Outer	17		2				3			22
South Inner	23									23
Ramp North	24	1								25
Ramp South	25									25
Total for Level	100	1	13	0	5	17	3	6	0	145
Level 2										
East Wall	9									9
North Outer	32									32
North Inner	25									25
West Wall	9									9
South Outer	24									24
South Inner	25									25
Ramp North	25									25
Ramp South	25									25
Total for Level	174	0	0	0	0	0	0	0	0	174
Level 3										
East Wall	11									11
North Outer	32									32
North Inner	25									25
West Wall	8	6								14
South Outer	11	6				2				19
South Inner	25									25
Ramp North	25									25
Ramp South	25									25
Total for Level	162	12	0	0	0	2	0	0	0	176

EXHIBIT B - WEST TOWER - TACOMA DOME STATION GARAGE PARKING STALL INVENTORY

Location	Standard	Compact	ADA	Short Term	Oversized	PT Employee	Public Safety	Greyhound	Maintenance	Total
Level 4										
East Wall	11									11
North Outer	32									32
North Inner	25									25
West Wall	16									16
South Outer	14					8				22
South Inner	25									25
Ramp North	25									25
Ramp South	25									25
Total for Level	173	0	0	0	0	8	0	0	0	181
Level 5										
East Wall	15									15
North Outer	32									32
North Inner	25									25
West Wall	16									16
South Outer	30									30
South Inner	25									25
Ramp North	25									25
Ramp South	24									24
Total for Level	192	0								192
Level 6										
East Wall	10									10
North Outer	32									32
North Inner	25									25
West Wall	16									16
South Outer	30									30
South Inner	25									25
Ramp North	24	1								25
Ramp South	24	1								25
Total for Level	186	2								188

EXHIBIT B - WEST TOWER - TACOMA DOME STATION GARAGE PARKING STALL INVENTORY

Location	Standard	Compact	ADA	Short Term	Oversized	PT Employee	Public Safety	Greyhound	Maintenance	Total
Level 7										
East Wall	15									15
North Outer	32									32
North Inner	24	1								25
West Wall	16									16
West Wall Inner	6	1								7
South Outer	28	2								30
South Inner	23	2								25
Total for Level	144	6								150

Total for West Tower = 1206



These are marked for Greyhound employees only

These two spaces are marked handicapped AND for PT employees only

1170 for Transit Customers

Exhibit C: Maintenance Services at TDS Garage

The following items constitute “scheduled maintenance” or “unscheduled maintenance” under Section 2.2.1 of the Sound Transit/Pierce Transit Tacoma Dome Station Agreement (2015). Any other services not listed on this agreement are considered “non-routine maintenance” and will be handled under Section 2.2.2 of the Sound Transit/Pierce Transit Tacoma Dome Station Agreement (2015).

Cleaning Standards (Minimum)

- Restrooms, common areas, and platform
 - o Two times per weekday
 - o One time on Saturdays, Sundays, and holidays
- Office areas occupied five days per week
 - o One time per day, five (5) days per week (Mon-Fri)
- Office areas occupied seven days per week
 - o One time per day, seven (7) days per week
- Public areas, platform, main walkway
 - o Two times daily, (Mon-Sat)
 - o One time daily (Sun)
- Trash policing of parking garage and grounds
 - o As needed
- Sweeping of the garage
 - o Monthly
- Pressure washing of exterior common areas
 - o As requested or as needed

Landscape Maintenance

- Inspect landscaped areas.
- Keep vegetation weed-free and clear.
- Keep areas raked and clear.
- Fertilize all plants once during growing season.
- Apply pesticides as needed during growing season.
- Prune trees and shrubs in the fall.
- Pick up and remove leave and debris during fall.

Maintain a Clean, Safe Environment

- Monthly lighting audits and repairs.
- Signage repairs and replacements, as needed.
- Elevator maintenance.
- Pest management.
- Fire system testing per NFPA code.
- Fire extinguisher testing and replacement.

- Life safety equipment.
- "Winterize" plumbing systems.
- Backflow assembly testing.

Exhibit D: Cost Template**Exhibit D****Pierce Transit****Cost Template - Tacoma Dome Station Maintenance & Operations**

Exhibit D			
Cost Template - Tacoma Dome Station Maintenance & Operations			
	BASELINE COST (%)	COST ESTIMATE	COST ESTIMATE
	2015	2016	2017
Reconcilable Cost Items			
Utilities			
Parking Survey			
Janitorial Service			
Surveillance Equip. Ops & Maint.			
Landscape Maintenance			
Elevator Service and Repair			
Security Services			
Property Insurance			
In-house staff and materials			
Pest Management			
Fire & Life Safety			
Other costs & Misc.			
Total - Annual			

Exhibit E - Example Invoice and Reports Monthly Invoice - Tacoma Dome Station Garage Maintenance and Operations Costs PO# 122608 OS				
Actual Monthly Costs	January 2015	YTD Cost 2015	2015 Budget	Notes
Utilities	\$ -	\$ -	\$ 113,796.00	
Parking Survey	\$ -	\$ -	\$ -	
Non-Routine Repairs	\$ -	\$ -	\$ -	
Janitorial Service	\$ -	\$ -	62,000.00	
Surveillance Equipment Operation and Maintenance	\$ -	\$ -	20,000.00	
Landscape Maintenance	\$ -	\$ -	\$ 2,376.00	
Elevator Service and Repair	\$ -	\$ -	\$ 13,000.00	
Security Services	\$ -	\$ 43,906.33	\$ 502,140.00	* 1/12 of Budget (\$504,201.43)
Property Insurance	\$ 6,078.17	\$ 6,078.17	\$ 57,290.00	* 1/12 of Budget (\$58,658.17)
In-house staff and materials	\$ -	\$ -	\$ 22,400.00	
Pest Management	\$ -	\$ 854.09	\$ 950.00	
Fire & Life Safety	\$ -	\$ -	\$ 300.00	
Other Costs and Miscellaneous	\$ -	\$ 903.37	\$ 2,000.00	
Total Due Pierce Transit	\$ 49,984.50	\$ 51,741.96	\$ 796,252.00	Percentage of budget expended:
				6.50%

Example of Tacoma Dome Station Garage Reconciliation - January 2015							
Actual Cost	Vendor	For	Total Invoice	TDS Amount	Pierce Transit	Sound Transit	Total Due
Utilities	PSE	Gas	\$ -	\$ -	\$ -	\$ -	\$ -
	TPU TDSE	Water	-	-	\$ -	-	
	TPU TDSE	Garbage	-	-	\$ -	-	
	TPU TDSE	Sewer	-	-	\$ -	-	
	TPU TDSE	Surface Water	-	-	\$ -	-	
	TPU TDSE-B	Water	-	-	\$ -	-	
	TPU TDSE-B	Sewer	-	-	\$ -	-	
	TPU TDSW	Water	-	-	\$ -	-	
	TPU TDSW	Garbage	-	-	\$ -	-	
	TPU TDSW	Sewer	-	-	\$ -	-	
	TPU TDSE	Electricity	-	-	\$ -	-	
	TPU TDSW	Electricity	-	-	\$ -	-	
	Comcast	Data Lines	-	-	\$ -	-	
	CenturyLink	Phone Lines	-	-	\$ -	-	
Parking Survey (to be done in 2016)	TBD		-	-	-	-	-
Non-Routine Repairs (to be started in 2016)	TBD	Long term maintenance work	-	-	-	-	-
Janitorial Service	ACI	Janitorial	-	-	-	-	-
Surveillance Equipment O & M	TSI, Inc.	Maintenance	-	-	-	-	-
	TSI, Inc.		-	-	-	-	-
Landscape Maintenance	Osaka G		-	-	-	-	-
			-	-	-	-	-
Elevator Service & Repair		Maintenance	-	-	-	-	-
		Tax on Mx	-	-	-	-	
	Kone	Service Call	-	-	-	-	
	Kone	Tax on Service Call	-	-	-	-	
Security Services	Pierce Transit	Security	43,906.33	43,906.33	-	43,906.33	43,906.33
Property Insurance	Pierce Transit/WSTIP	Insurance	6,078.17	6,078.17	-	6,078.17	6,078.17
In-house staff and materials	Pierce Transit	Labor	\$ -	\$ -	\$ -	\$ -	-
	Pierce Transit	Benefits Exp	-	-	\$ -	\$ -	
	Pierce Transit	Parts	-	-	\$ -	\$ -	
	Pierce Transit	Tax on Parts	-	-	\$ -	\$ -	
	Total Repair/Maint		\$ -	\$ -	\$ -	\$ -	
Pest Management	Terminix	Pest Control	-	-	-	-	-
Fire & Life Safety	SimplexGrinnell	System Test	-	-	-	-	-
Other Costs and Miscellaneous	Aramark Uniform Svc	Rubber Mat	-	-	-	-	-
	Aramark Uniform Svc	Rubber Mat	-	-	-	-	
Total Due Pierce Transit			\$ 49,984.50	\$ 49,984.50	\$ -	\$ 49,984.50	\$ 49,984.50

Exhibit E - Example Monthly Invoice and Reports

Intrusion Detection System Alarm Testing

December 2014

Following are the exceptions noted during security alarm testing conducted on December 16, 2014:

No deficiencies noted during testing.

Certified as accurate:

John Harkins
Transit Security Specialist
12-16-19

12-14 Security Alarm Testing

December 2014

Following are the exceptions noted during security alarm testing conducted on December 12, 2014:

West garage

Level 5 Southwest- Light does not turn on when call box is activated.

East garage

Level 4 Southwest- No identifier tag next to call box.

Level 6 Northeast-Emergency sign next to call box is faded.

Level 6 Southeast- Emergency sign next to call box is faded.

Level 6 Southwest- Emergency sign next to call box is faded.

Bus Island

East Bus Island- no identifier tag next to call box.

Certified as accurate:

SGT Paul Strozewski,
Pierce Transit Department of Public Safety,
12-12-14
PT Public Safety Representative

DECEMBER 2014 SECURITY INCIDENTS AT TDS GARAGE

SIR #	Date	Time	Service Supervisor	Operator	Other PT Employee	Location	Rt #	Run #	Bus #	Agency	Case Status	Action Code	Security Officer	Incident Description	Part I	Part II
201404532	12/2/2014	6:35 PM	N/A	N/A	Strozewski, Paul	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Warning	N/A	Unlawful Transit Conduct (UTC)		X
201404533	12/2/2014	6:58 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Closed	NOE	Bracco, Robert	Consumption in Public Place (Alcohol / Drug Related)		X
201404546	12/3/2014	1:44 PM	N/A	N/A	Strozewski, Paul	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Warning	Bracco, Robert	Unlawful Transit Conduct (UTC)		X
201404557	12/4/2014	2:27 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Closed	Warning	Bracco, Robert	Unlawful Transit Conduct (UTC)		X
201404564	12/4/2014	4:36 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Closed	Warning	Bracco, Robert	Curfew & Loitering Laws (Trespass / Curfew / Loitering)		X
201404572	12/4/2014	11:50 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Warning	Burns, David	Curfew & Loitering Laws (Trespass / Curfew / Loitering)		X
201404573	12/5/2014	6:42 AM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Denial of Service	N/A	Mental Health Contact (Misc Disturbances)		X
201404574	12/5/2014	11:07 AM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Warning	N/A	Trespassing (Trespass / Curfew / Loitering)		X
201404584	12/6/2014	7:52 AM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	PC	Cleared	Arrest Felony	Burns, David	Drug Abuse Violations (Alcohol / Drug Related)		X
201404586	12/6/2014	9:55 AM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Warning	Burns, David	Unlawful Transit Conduct (UTC)		X
201404595	12/7/2014	2:15 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Incident Report	LeFevre, Jason	Unusual Circumstances		X
201404606	12/8/2014	1:13 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Warning	Clabaugh, Michael	Consumption of Marijuana in Public Place (Alcohol / Drug Related)		X
201404610	12/8/2014	4:26 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Closed	Warning	Clabaugh, Michael	Consumption of Marijuana in Public Place (Alcohol / Drug Related)		X
201404619	12/9/2014	11:26 AM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	N/A	Closed	Incident Report	Norman, Andrew	Motor Vehicle Theft (Motor Vehicle Related)	X	
201404629	12/9/2014	3:39 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Closed	Warning	Clabaugh, Michael	Unlawful Transit Conduct (UTC)		X
201404630	12/9/2014	4:42 PM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Closed	Warning	N/A	Curfew & Loitering Laws (Trespass / Curfew / Loitering)		X
201404643	12/10/2014	9:41 AM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Closed	Arrest Misdemeanor	Norman, Andrew	Attempted Theft (Burglary / Theft / Robbery)	X	
201404645	12/10/2014	10:20 AM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Closed	Warning	N/A	Smoking (UTC)		X
201404662	12/11/2014	12:20 AM	N/A	N/A	N/A	TDS Garage and Bus Platform	N/A	N/A	N/A	TPD	Cleared	Arrest Felony	Bracco, Robert	Sex Crimes		X

Exhibit E: Example of Monthly Invoice and Reports

Exhibit F: Designated Representatives

Designated Representatives

Pierce Transit

Doug Middleton

Chief Operations Officer

Phone: (253) 983-3454

Cell: (253) 973-6628

Email: dmiddleton@piercetransit.org

Barb Hiatt

Senior Executive Assistant

Phone: (253) 983-3445

Cell: (253) 202-6503

Email: bhiatt@piercetransit.org

Sound Transit

Michael Miller

Manager, Customer Facilities and Accessible Services

Phone: (206) 689-4927

Cell: (206) 396-5498

michael.miller@soundtransit.org

**EXHIBIT G
TDS GARAGE SECURITY PLAN**

The following security services will be provided at the Tacoma Dome Station Garage and Bus Platform unless changes are mutually agreed to by the Parties and approved by the appropriate authority.

Closed Circuit Television Monitoring: 24 hours per day, seven days a week.

Bike Patrol: Monday through Friday, 0600 to 2400 hours. Roving coverage will be provided for the garage area, both interior and exterior, as well as the bus platform.

Security Sergeant: Monday through Friday, 0800 to 1600 hours day shift and 1600 to 2400 hours swing shift. This position will provide supervision of the six assigned security officers.

Exhibit H: Insurance

Insurance Requirements

Sound Transit acknowledges that Pierce Transit is a member of the Washington State Transit Insurance Pool (WSTIP), and as such maintains insurance coverage for general liability and property damage as set forth below. Sound Transit will not be deemed or construed to have assessed the risks that may be applicable to Pierce Transit under this Agreement. Pierce Transit will assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The fact that insurance coverage is obtained by Pierce Transit will not be deemed to release or diminish the liability of Pierce Transit to Sound Transit. Sound Transit shall be notified within thirty (30) days of any substantive changes to Pierce Transit's membership status with WSTIP or to the nature and extent of coverage provided. The requirements herein are separate and exclusive from the requirements provided in other agreements related to Sound Transit route specific operations.

Insurance Coverage Requirements

General Liability Insurance: Pierce Transit will maintain general liability insurance coverage in amounts of not less than a combined single limit of \$2,000,000 or in such other amounts as Sound Transit may from time to time reasonably require, insuring Pierce Transit, Sound Transit, Sound Transit's agents and their respective affiliates against all liability for injury to or death of a person or persons or damage to property arising from the scope of this Agreement.

Automobile Liability Insurance

Pierce Transit will maintain automobile liability insurance coverage in amounts of not less than a combined single limit of \$1,000,000 covering Pierce Transit's owned, non-owned, leased or rented vehicles.

Property Damage Liability Insurance

Pierce Transit will maintain liability insurance to cover property damage of Sound Transit and others at the TDS Garage. Pierce Transit will pay a proportionate share, consistent with the allocation of insurance costs, of any deductible or other self-insurance costs related to claims tendered under this property damage liability insurance coverage and arising from the scope of this Agreement.

First Party Property Insurance

Pierce Transit will maintain first party property insurance to cover the TDS Garage structure, facility and premises from loss or damage, and Pierce Transit will pay its proportionate share, consistent with the allocation of insurance costs, of any deductible of other self-insurance costs related to first-party claims tendered under this property insurance coverage and arising from the scope of this Agreement.

Workers Compensation and Employers Liability Insurance

Pierce Transit will maintain Workers' Compensation and Employers' Liability insurance coverage in accordance with the provisions of Title 51 of the Revised Code of Washington and covering Pierce Transit's employees, and certify that its operations are in compliance with the Industrial Insurance Act of the State of Washington.

Required Proof of Insurance Coverage and Certifications

The insurance requirements in this exhibit will be deemed satisfied by inclusion of an ACORD certificate of insurance and WSTIP coverage declaration, including Sound Transit as an additional insured, for each required insurance coverage provided by Pierce Transit in accordance with this Agreement.

Exhibit I: Schedule of Deliverables

Recurring due dates beginning with earliest	Section number and deliverable
May 31	5.1.2 Complete parking use survey by May 31.
June 30	<p>5.1.2 Reach agreement on proportional sharing of cost for following calendar year by June 30. Pierce Transit will provide a letter of agreement for Sound Transit concurrence and signature.</p> <p>5.2.2 Pierce Transit will provide a scope of work and cost estimate for non-routine maintenance by June 30.</p>
Nov. 15	5.2.3 Pierce Transit will provide to Sound Transit a preliminary cost template for upcoming three years by Nov. 15.
Nov. 30	5.2.3 Sound Transit will review preliminary cost template and provide comment by Nov. 30.
Dec. 31	5.2.3 Parties will agree on Cost Template for the following year by Dec. 31.
Jan. 15	5.2.3 If agreement is reached, Sound Transit will provide Pierce Transit with signed final Cost Template and prepare a letter of concurrence by Jan. 15.

FACT SHEET

TITLE: A Resolution Authorizing Amendment of the 2015 Capital Budget and to Purchase two (2) 7-Passenger, Grant-Funded Expansion Vanpool Vans From Washington State Contract No. 03613

DIVISION: Operations

ORIGINATOR: Bill Spies, Fleet Manager

PRECEDING ACTION:

Resolution 14-067, Adoption of 2015 Budget;

Fact Sheet No. 14-086, authorization to Purchase Eleven (11) 7-Passenger and Twenty-Three (23) 12-Passenger Replacement Vanpool Vans From Washington State Contract No. 03613;

Resolution No. 15-008 Authorization to Purchase ten (10) 7 Passenger, Grant Funded Expansion Vanpool Vans from Washington State Contract No. 03613.

COORDINATING DEPARTMENT: Finance

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution

BUDGET INFORMATION

2015 Budget Amount
\$55,263

Required Expenditure
\$55,263

Impact
0

Explanation: On February 13, 2015 Washington State Vanpool Investment Program awarded Pierce Transit additional grant funds in the amount of \$52,500 for the purchase of two (2) expansion Vanpool vans which provides 95% funding. The 5% match funds of \$2,763 are available from reserves.

BACKGROUND:

The 2015 Capital Project Budget includes funding for 10 expansion Vanpool Vans which are grant funded by the Washington State Department of Transportation through the Vanpool Investment Program. On February 9, 2015

the Board of Commissioners approved the purchase of ten (10) 7 passenger expansion vanpool vans for this project.

On February 13, 2015 Pierce Transit was awarded additional grant funds in the amount of \$52,250 for the purchase of two (2) additional 7 passenger Vanpool vans. In order to take advantage of this grant the original project budget needs to be amended in the amount of \$55,263. With the approval of this amendment staff will order the additional two vans from the Washington State Contract No. 03613.

Staff has reviewed the contracts available and confirmed that this vehicle contract is appropriate for our intended purpose. State contract pricing is obtained on a competitive bid basis and is considered to be fair and reasonable. The State of Washington provides grant funding under the Vanpool Investment Program to help public transit agencies expand vanpooling and make it more appealing to commuters; Pierce Transit has been selected as a grant recipient for these funds.

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 combined statewide purchasing volume.

RECOMMENDATION:

Approve Resolution No. 15-018 amending the 2015 Capital Budget in the amount of \$55,263 and authorizing the Chief Executive Officer to purchase two (2) 7- passenger, grant funded expansion vanpool vans from Washington State Contract No. 03613 in the amount of \$55,263.

RESOLUTION NO. 15-018

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Amending the 2015 Capital Budget and
2 Authorizing the Purchase of Two (2) 7- Passenger, Grant-Funded, Expansion Vanpool Vans from
3 Washington State Contract No. 03613
4

5 WHEREAS, by Resolution 14-067 Adoption of 2015 Budget, approved on the 8th day of December
6 2014, the Board of Commissioners of Pierce Transit adopted the 2015 Agency Budget; and

7 WHEREAS, on December 18, 2014, the Executive Finance Committee approved Fact Sheet No. 14-
8 086, authorizing the purchase of Eleven (11) 7-Passenger and Twenty-Three (23) 12-Passenger Replacement
9 Vanpool Vans From Washington State Contract No. 03613; and

10 WHEREAS, by Resolution 15-008 the Board of Commissioners of Pierce Transit authorized the
11 purchase of Ten (10) 7 Passenger, Grant-Funded, Expansion Vanpool Vans from Washington State Contract No.
12 03613; and

13 WHEREAS, grant funding for the purchase of two (2) additional 7-passenger vanpool vans is available
14 from Washington State Department of Transportation (WSDOT); and

15 WHEREAS, Washington State Vehicle Contract No. 03613 was competitively bid and is considered to
16 fair and reasonable; and

17 WHEREAS, there is sufficient demand to support the expansion of Pierce Transit's Vanpool Program
18 by two vehicles, for a total of 60 vans between 2015-2020; and

19 WHEREAS, expansion will allow Pierce Transit to pursue new markets, including the capability to
20 serve worksites along the JBLM corridor and new downtown Tacoma employers; and

21 WHEREAS, the State of Washington provides grant funding under the Vanpool Investment Program to
22 help public transit agencies expand vanpooling and make it more appealing to commuters; Pierce Transit has
23 been selected as a grant recipient for these funds.

24 WHEREAS, staff recommends the purchase of two (2) 7-Passenger Expansion Vanpool Vans using the
25 Washington State Grant which provides 95% funding; and

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

27 Section 1. The Board of Commissioners hereby authorizes amendment of the 2015 Capital Budget
28 in the amount of \$55,263 and authorizes the Chief Executive Officer to purchase two (2) 7 passenger, grant-
29 funded, expansion vanpool vans for a total of \$55,263 from State Contract No. 03613.

1 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
2 the 9th day of March, 2015.

3
4
5
6 _____
7 Rick Talbert, Chair
8 Board of Commissioners
9

10 ATTEST/AUTHENTICATED
11

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

TITLE: A Resolution Authorizing Amendment of the 2015 Budget to Increase Fixed Route Service Hours, Operating Expenses, Revenues, Use of Reserves, and Staff Positions

DIVISION: Finance

ORIGINATOR: Wayne Fanshier, Chief Financial Officer

PRECEDING ACTION: Resolution 14-067, Adoption of the Annual Budget for Fiscal Year 2015

COORDINATING DEPARTMENT: All

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution

BUDGET INFORMATION

2015 Amended Budget Appropriations		
	Expenditures	Resources
Operating Budget		
Operating	\$ 124,363,341	\$ 50,434,336
Amendment	658,190	121,855
Non-Operating	860,301	79,434,458
Operating Contributions	-	3,500,621
Operating Transfers	17,783,175	-
Use of Reserves	-	9,637,402
Amendment	-	536,335
	143,665,007	143,665,007
Capital Budget		
Operating	32,744,150	5,708,704
Operating Transfers	-	15,153,145
Use of Reserves	-	11,882,301
	32,744,150	32,744,150
Insurance Budget		
Operating	2,818,000	4,700
Operating Transfers	-	2,630,030
Use of Reserves	-	183,270
	2,818,000	2,818,000
Total Appropriations	179,227,157	179,227,157
Less Operating Transfers	(17,783,175)	(17,783,175)
Net Budget	\$ 161,443,982	\$ 161,443,982

Explanation: The amendment increases Fixed Route Service Hours by 12,000 which results in an increase in Operating Expenses by \$658,190, and Revenue \$121,855. The amendment also authorizes use of Reserves in the amount of \$536,335, and adds six staff positions.

BACKGROUND:

At its regular meeting on December 8, 2014, the Board of Commissioners unanimously approved the staff proposal to add additional annual service hours to the 2015 Budget.

The amendment seeks the authority to amend the budget to add 12,000 annual fixed route service hours. This includes the addition of nine positions and the elimination of three positions, for a net increase in six positions to support the increase in service hours. The amendment increases the operating expenditure budget by \$658,190, fare revenue by \$121,855 and the use of reserves by \$536,335.

ALTERNATIVES:

Do not authorize the budget amendment.

RECOMMENDATION:

Approve Resolution No. 15-016 authorizing amendment of the 2015 Budget as presented.

RESOLUTION NO. 15-016

A RESOLUTION of the Board of Commissioners of Pierce Transit Amending the 2015 Budget to Increase Fixed Route Service Hours, Operating Expenses, Revenues, Use of Reserves, and Staff Positions

WHEREAS, by Resolution 14-067, adopted December 8, 2014, the Board of Commissioners adopted the Annual Budget for fiscal year 2015; and

WHEREAS, at its regular meeting on December 8, 2014, the Board of Commissioners also unanimously approved the staff proposal to add additional annual service hours to the 2015 Budget and directed staff to come forward with a budget amendment in the early part of 2015; and

WHEREAS, the proposed Budget amendment adds 12,000 annual fixed route service hours; and

WHEREAS, the proposed increase in service hours requires an increase of operating expenses by \$658,190, revenue \$121,855, and the use of reserves by \$536,335; and

WHEREAS, the proposed Budget amendment includes the addition of nine positions and the elimination of three positions, for a net increase in six staff positions to support the increase in service hours; and

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

Section 1. The Board of Commissioners hereby authorizes amendment of the 2015 Budget to increase fixed route service hours by 12,000, operating expenses \$658,190, revenue \$121,855, use of reserves \$536,335, and 6 staff positions.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 9th day of March, 2015.

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC
Clerk of the Board

February 20, 2015

Board Of Commissioners
Pierce Transit
PO Box 99070
Lakewood WA 98496

RE: ROUTE 425 – PUYALLUP CONNECTOR DEMONSTRATION

Dear Board of Commissioners:

At our February 19, 2015 meeting, the Community Transportation Advisory Group (CTAG) discussed the Route 425, Puyallup Connector, which is scheduled for action at your March 9, 2015 meeting. The CTAG unanimously voted to recommend that the Pierce Transit Board of Commissioners operationalize the Route 425 as a regular fixed route service.

CTAG felt strongly that the route serves the needs of the Puyallup community, especially elderly and low-income residents, who are seeking ways to reach healthy foods and medical needs. Given our experience working with these groups, we feel the destinations along the route including Good Samaritan Hospital, Group Health, Wal-Mart, and Fred Meyer especially meet these needs. The segment of the route serving 3rd Street SW provides public transportation services along a corridor that was not served by other fixed route services, and supports the City of Puyallup's plans for transit oriented development in this area of downtown.

In addition to their support for the Route 425, the CTAG recommends that staff explore with the City of Puyallup the potential of a reduced fare for the Route 425 similar to the arrangement with the City of Gig Harbor and the Gig Harbor Trolley service. If feasible, the City's partnership to reduce the Puyallup Connector fare would encourage additional ridership by Puyallup residents.

Sincerely,

A handwritten signature in blue ink, appearing to read "Penny Grellier". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Penny Grellier
Chair, Community Transportation Advisory Group



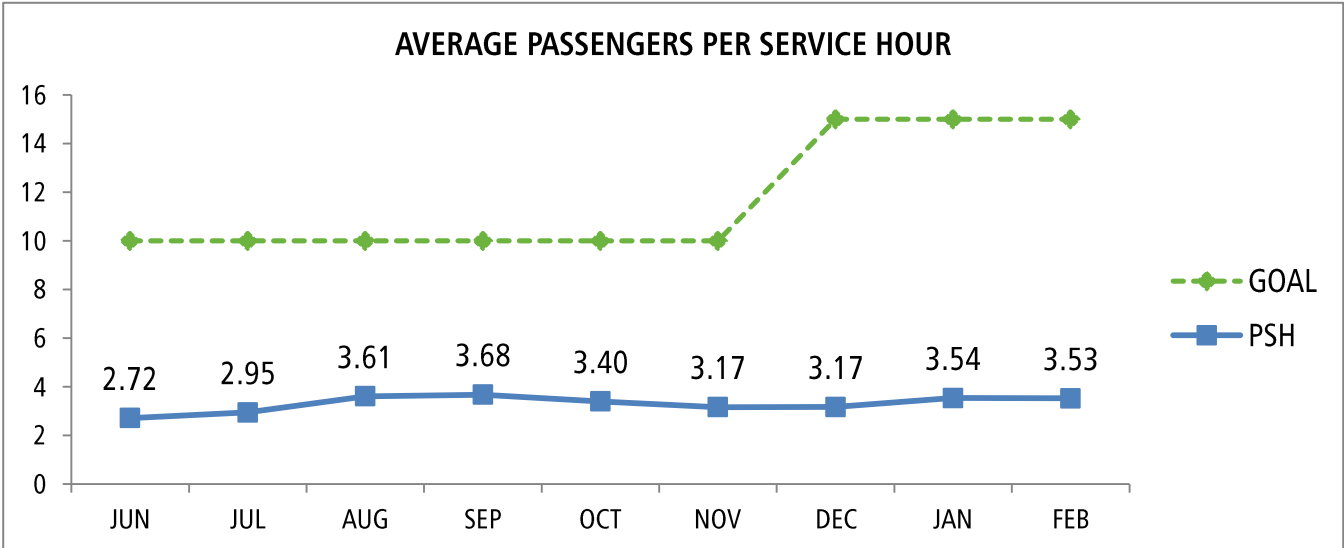
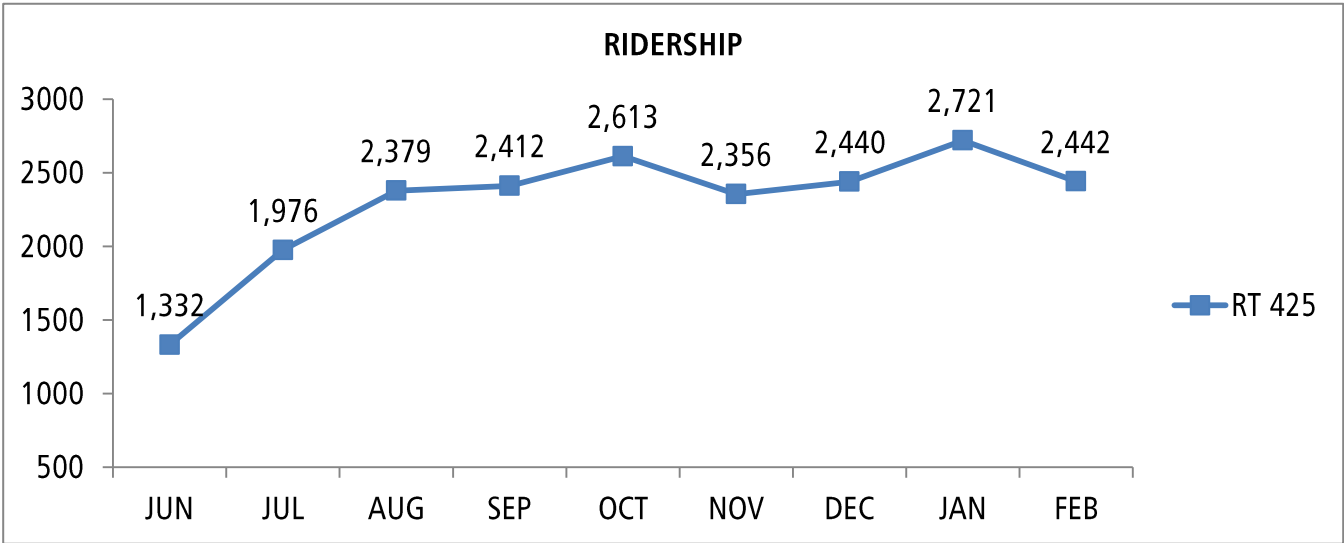
PROJECT: Puyallup Community Connector

DESCRIPTION: Route 425, Puyallup Connector, operates daily, running every 30 minutes between approximately 10am and 6pm. During the summer months, service on Thursdays ran until 9pm to transport riders to and from Concerts in the Park and Saturday service began at 9am to accommodate the Downtown Farmer’s Market customers.

PERFORMANCE STANDARD	OBJECTIVE	GOAL JUN 14 - NOV 14	GOAL DEC 14 - JUN 15	AVG TO DATE
Passengers per Service Hour (PSH)	Meet suburban route with marginal rating (10-15 PSH)	10	15	3.32
Cost Recovery	Increase cost recovery over demonstration	6%	9%	2.02%
Net Cost per Passenger	Decrease in net cost per passenger over demonstration	\$13.51	\$8.71	\$42.78

MONTH	# OF DAYS IN SVC	MONTHLY RIDERSHIP	EST. DAILY RIDERSHIP	PASS/SVC HR	COST RECOVERY	NET COST/PASS
JUN	23	1,332	58	2.72 ●	1.68% ●	\$52.12 ●
JUL	31	1,976	64	2.95 ●	1.82% ●	\$47.93 ●
AUG	31	2,379	77	3.61 ●	2.23% ●	\$39.01 ●
SEP	30	2,412	80	3.68 ●	2.27% ●	\$38.25 ●
OCT	31	2,613	84	3.40 ●	2.10% ●	\$41.48 ●
NOV	30	2,356	78	3.17 ●	1.96% ●	\$44.58 ●
DEC	31	2,440	79	3.17 ●	1.96% ●	\$44.48 ●
JAN	31	2,721	88	3.54 ●	2.03% ●	\$41.11 ●
FEB	28	2,442	87	3.53 ●	2.02% ●	\$41.26 ●

● Meets goal ● Does not meet goal





COMMUNITY OUTREACH – Communicating information about demonstration projects is key to their success. The following displays outreach efforts for this demonstration.

EVENT	DATE	CONTACTS
Sunset Gardens (SHAG)	1/15	80
Hatchery Grand Opening	5/10	20
Senior Activity Center – Receptionist Meeting	5/27	15
Sound Transit/Sunset Gardens – ORCA	6/3	85
Puyallup Connector Kick-Off at Farmer’s Market	6/7	50
Senior Activity Center – Pancake Breakfast	6/14	15
Meeker Days	6/20 – 6/21	250
Goodguys Car Show – Distributed brochures in vendor registration bags	7/25 – 7/27	2,500
Concerts in the Park	8/7 & 8/14	100
Sunset Gardens – Reload Senior ORCA cards	8/20	60
Hounds on the Hill	8/23	250 - 300
Emeritus at Puyallup	10/20	15
Senior Activity Center – Holiday Bazaar	10/25	100
Senior Activity Center – Halloween – Senior ORCA Card Signup	10/31	30
SHAG Health Fair	11/6	100
Emeritus at Puyallup – Ride Along	11/17	7
Puyallup Connector in Santa Lighted Parade	12/6	-
Holiday Promotion – Ride with Santa	12/7	50
SHAG Update Presentation	2/12	55
Silvercrest Senior Residence	2/19	20
Provide Training to Nurses	2/19	13

**Route 425, Puyallup Connector Demonstration
Comment Summary from June 8, 2014 – February 6, 2015**

Puyallup Connector Open House - January 28, 2015

Held at Puyallup Library from 3pm-6:30pm. 35 individuals attended. Comments left at the meeting on comment cards:

1. Great routes; time and service please keep on with the service. Many thanks.
2. Better Walmart drop/pick-up. Important to keep for senior citizens - who then use could get out.
3. I am very happy with the 425. Please continue it.
4. Everyone who uses this service loves it. I highly recommend this service since it started I have seen people at Sunset Gardens come alive with this service. It is wonderful for people who do not drive. Please, please keep this service.
5. To start around 9 AM and a light on Walmart stop closest to the Bank of Walmart and a bench to sit on.
6. Since from February 2014 the Sunday schedule from Puyallup Station leaves on the hour which is about 10 minutes after the 402 with both heading to South Hill. An alternative is to have the 425 come on the half hour (30 min past) thank you!
7. Since I live in Sunset Garden Apts Route 425 is very convenient. It goes most places I need and the drivers are very helpful and courteous. I hope the route continues.
8. Longer hours. I just took a job volunteering at Puyallup so this would help me.
9. When you pay cash, get a transfer.
10. Please change route to include Silvercrest.
11. Where I live we do not have bus service. We need this bus #425, Silvercrest is for seniors. I do not have a car, so I could get out more, if the bus came by us.
12. Change route to include Silvercrest, Salvation Army Retirement Home.
13. At this time I'm pleased with the service even though I haven't used it much, but plan to use it a great deal.

Pierce Transit Operations Decision Database (ODDS) with Customer Comments

Route 425 Demonstration comments submitted to Pierce Transit from June 7, 2014 - February 6, 2015

Route 425 Demonstration Period		Date	Name	Comment Number	Comment
	1	6/17/2014	Leon Leonard	Email	Requested stop at Group Health Facility, stop added in 2014.
	2	6/18/2014	Anonymous	201401500	Great - very nice. Thank you for this service.
	3	6/24/2014	Anonymous	201401501	Request for route to travel to Group Health.
	4	6/18/2014	Kay Scott	201401503	From Sunset Gardens for entire loop of Puyallup connector. Good trip. Very best driver!! I like this service and plan to use it.
	5	6/24/2014	Anonymous	201401552	Compliment for Rt. 425, thanking PT for service
	6	6/26/14	Roxanne Johnson	201401591	Customer said she really likes Route 425 and hope we keep it.
	7	7/15/2014	Sandra Tobin	201401729	I am so very happy with the new route! I can get to my doctor by Good Samaritan Hospital. I just wish that there was a stop on 27th Ave SE. The drivers are also VERY nice.
	8	8/20/2014	Carli Raines	201404476	I love this bus. This is exactly what I have been waiting for. Thank you so much.
Public Comment Period	9	1/21/2015	Lonnie	201500132	I see the 425 route is running on a trial, I would like to see it keep running. I would suggest that its schedule be adjusted in the afternoons (at least) to match up with the Sounder train.
	10	1/21/2015	Rick	201500044	Caller supports keeping Route 425, service is needed as it goes to the hospital and also serves seniors. No other buses go back to where they are located. Please keep bus.
	11	1/28/2015	Dolly Anderson	201500196	We really need this bus (Route 425) for shopping and appointments as some of us do not drive anymore and have no other way of getting around for everyday necessary trips. I have noticed lately that students have been using it also. I use it often and am pleased with the service and the drivers. In my case if it stops I will have to move.
	12	1/29/2015	Ivor (Sunset Gardens Apartments)	201500192	Route 425. If you changed nothing . . . it's still the best thing that's happened to our residents in the 10+ years I've lived here. As I mentioned to you....we just did a survey and found that only 38% of the 300+ residents (279 apts.) have their own transportation. Most have family members to help, but are hesitant to ask them..... we all want to be independent ya know.....
	13	2/9/2015	Bev Ernst	201500293	Frequent user of the connector and wishes to communicate her strong support for retaining it.
	14	2/9/2015	Pamela Darby	201500300	Please keep The Puyallup Connector Bus 425 going. I live at Sunset Gardens. SHAG apartments at 201 27th ave Puyallup Wa 98374. Everyone here at SHAG love the bus. It is an invaluable service for our Senior Community. Since the bus started running our Seniors have become alive. People that were homebound because of no transportation are now going to doctors appointments, shopping, exercising at the ymca, attending functions at the State Fair building. The farmers market, the library. It certainly is an asset to the community and certainly has helped our Seniors keep their independence.

Puyallup Demographic Survey (January 2015)

Survey of passengers on buses to gather demographic information, questionnaire included a comment section. 145 surveys collected from riders.

1. Stay.
2. I am good which ways it goes now.
3. Like earlier rides. I work 7AM.
4. Run earlier in the morning.
5. This bus is the only one that works for me.
6. Few get on at SEARS mall stop YMCA stop and GHA stop.
7. More notice when new stops open and the bus isn't going to stop at a regular stop on the weekends.
8. Make a safe stop near dentist when bus turns left on 7th near Safeway.
9. Earlier bus 1 hour.
10. Start earlier.
11. Put more hand rails on bus
12. More hand rails on bus and start earlier.
13. More help with walkers. My wife was a walker and can't lift it up and usually the driver doesn't want to help or use the lift.
14. I need this bus.
15. This is the first time riding the 425. I think I like it.
16. Please have earlier routes.
17. Maybe start a little earlier.
18. Please keep this route!!! Older peeps find it very difficult to make it to the hospital/doctors on that steep hill.
19. If this route would have an earlier and later times.
20. Have the 425 Route run longer maybe until 7PM-8PM.
21. I think the bus fare is too expensive because I earn a little and go to school at the same time.
22. Earlier morning service.
23. Please keep route 425. Great for SHAG seniors and their visitors.
24. Earlier.
25. Make a stop up by the hospital. I live behind it that hill kills me.
26. I love how it is now!!
27. Personally, 425 gave me a good experience and it's convenient for me so I don't know what I can improve for advice.
28. Could you go down to Woodbrook the neighborhood down from Pierce College in Puyallup.

29. Have food on the bus, give me food rice.
30. Have food on the bus.
31. Perfect.
32. Keep it in service.
33. It's great!!!
34. A stop closer to the back of the library.
35. The service is great already. The only think that would make it better for me personally would be if it went all the way to Pierce College.
36. Into Wal-Mart.
37. Stop closer to Pierce College.
38. Puyallup needs to have a bus that leaves South Hill Mall after 10 PM. I work here in Puyallup and live in Lakewood.
39. Wish you still had transfers. I pay cash!
40. I like the route. I hope they keep it.
41. It would greatly improve my experience if the bus drove up to the college.
42. Another stop in between Pioneer and Fred Meyer. Stop closer to Pierce College.
43. Run later at night.
44. Try to reduce the number of stops on the route.
45. Wish it ran later 7-8 PM better convenient route. I like it.
46. First timer.
47. Please keep this bus going.
48. Easier stop at target and Walmart.
49. Love the stop at hospital and target just wish they would go further. Please stay.
50. First time rider.
51. First time rider.
52. Start earlier.
53. Wal-Mart Stops less walking for strollers.
54. Be nice to everyone who rides buses.
55. Run earlier in the AM.
56. Nothing. I like the 425 bus route and drivers are always nice and helpful.
57. Paper transfers for when no funds on card or no card.
58. Layth is a great driver. Thank you. Most drivers are that way.
59. Never been on this route.
60. Stop at South Station before Fred Meyer make use the driver stops at Fred Meyer.
61. Make the stop at Wal-Mart better.
62. It is very good. I only wish it started earlier.
63. I need this route to continue.
64. Bring back transfers...as for the route increase hours ran.

65. I love it because it helps me get to my next bus on time since I have been coming to Puyallup in September 2014.
66. Stop at Pierce College.
67. None driver friendly, courteous and very helpful.
68. Don't change a thing.
69. Staff really good.
70. Start earlier in the morning.
71. Stop at Pierce College instead of college students cutting through the Group Health Building.
72. Start earlier and run later. Add more stops (one at 4th and 4th.)
73. Start earlier.
74. Please stop at front side of Wal-Mart. I love the service, please don't stop.
75. Stop in front of Wal-Mart.
76. Keep it because it allows people to get around Puyallup area easier because the bigger buses like the 400 and 402 don't do the back roads.
77. Please keep running. Very convenient.
78. The service is already very good, but it would be helpful if it went up to Pierce College.
79. Disabled, no license. Need the bus.
80. I love this bus route. Keep it please!
81. Love this route and wish it went later during the week.
82. Wal-Mart - Outbound stop needs closer.
83. I use this bus to get to school (Pierce College). It would be great if it went closer to the school. Also - a stop between Pioneer and Fred Meyers.
84. First time riding.
85. Loves it. Works great!
86. More stops; Wal-Mart and Target.
87. I love the 425 Route. Gets me to work on time 95% of the time.
88. Keep on going.
89. Nothing really. Great fast service.
90. Just keep it going! Could start earlier than 10:15 also! :)
91. 402 to Graham. Reduce frequency from 1 per hour to 4/5 per day.
92. Do not know or any way, scratch that. It's a little bumpy (Can't be helped, given road conditions.)
93. First time rider.
94. Maybe have a stop at or right outside of Pierce College. A lot of people would go on this rather than 400 or 410.
95. Have a stop at Pierce College.
96. Needs to be on closer routes to food stores.
97. Make fewer stops that most people do not use.
98. River Road stop.

99. Would not change a thing.
100. I love it. I believe this route should connect to the Lakewood Towne center since there is no bus to Lakewood from here, but a bus to every other local city.
101. It gets me where I need to go on time.
102. Seems to run fairly well.
103. Better announcement of the next stop. Other than that, a useful route to access Puyallup.
104. Love it. Helps 402 Route and helps people move uphill when 402 has left.
105. I believe that you're doing a great job so far. It's great when other buses are late from traffic. Keep this route!
106. Just be sure to keep it!!
107. Keep it!
108. More seats.
109. Just keep the route.
110. I live at Silvercrest Apartments and we don't have any bus service and some of us do not have cars. We need it.
111. Any way you don't have to take 2 SHUTTLE, 4 buses = 5 hours for a 40 minute appointment.
112. Good job.
113. Nice and convenient. Thanks!

Puyallup Community Survey (December 2014 – February 2015)

Business Reply mailer sent to 3,698 households along the Puyallup Connector route. 93 surveys returned to Pierce Transit for 3% response rate. Following comments were returned on the business reply surveys that were returned to Pierce Transit.

1. To rearrange some of the times perhaps-and on
2. Some of those routes straight up Meridian to the mall
3. Could consider changing the weekend times.
4. Rush Hour Service and service to outlying areas.
5. That it be used to fill the gap in service that was created when route 402 was cut to one trip every hour.
6. An extra stop between 3rd Pioneer and 4th and River Road and bus drivers to stop leaving early and skipping Good Samaritan Hospital Stop.
7. If it left earlier I would use it to use the Sounder Train or 400 to Tacoma.
8. Please keep it in service. There is a lack of service hours in that part of Puyallup, and this gives me another option to try to make connecting buses. In addition, I am disabled and this bus stops closer to me than any other.
9. Start service earlier so commuters can catch the Sounder Train and for people who work at the hospitals like Good Samaritan and Tacoma General.

10. The current service area provides distances that are walkable. I have tried in the past to use transit services. I relied on the last bus of the day to be there and was stranded as the bus never came or was early, so increased reliability and expanded bus hours would make me consider public transit in general.
11. Keep expanding so people can get around more and more. I vote for transit.
12. I'm happy that the 425 Connector is being used in my neighborhood for those that need it. I'm still able to drive at this time so I'm not using this bus line.
13. We are seniors (retired) and live close enough to most needs we can walk. Do recognize the need for others. While it is difficult for us to suggest changes I feel convenience must be a priority.
14. To go to Target, Haggen food market and Fred Meyer.
15. 425 come all the way to 171st St. to connect.
16. I would like to see 425 discontinued! Our peace and quiet on 7th (where I'm sure none of you live) has to be interrupted every 30 minutes for 2 or 3 people who could use Meridian transportation. The 25 MPH speed limit is never observed. This is a residential area. Not a shortcut route.
17. I just moved here and am recovering from the move. I would like to see the Connector continued as I will be using it.
18. Starting earlier would be helpful.
19. Better parking - more spaces close to stop. Like the old Dell's Store...
20. Better access to Wal-Mart.
21. It works well for us.
22. Earlier start time. Satisfied with the service. A great asset for senior housing.
23. The two stops on 7th St. SE are in a difficult place for a bus stop...dark, no lights at night time, street is narrow, no sidewalks, the shoulder is rough gravel, unlevel, etc), unsafe period! No benched to wait etc...!
24. I work at the Sea-Tac airport, my working hours at 0400-1400. Early AM. If there was an early way to go to work getting dropped off on air-cargo road. I would take the bus to save more money, less driving. Airline employee Tom at Sea-Tac. :)
25. Add trip to Rite Aid/DOL/Safeway on East Main.
26. I would like it if it stop at Silvercrest Apt on 4103 9th St. SW. There are 42 people that live here.
27. Start earlier. 8 or 8:30 AM.
28. Please keep the 425 bus in service. We all like - love - it. It is a real blessing!! It is always on time. The drivers are friendly and helpful. We could not wish for anything better. Thank you!
29. Start connector at 9:00 AM.
30. Nope. It's great. Hope it lasts!
31. Bring bus to Silvercrest. We have many residents that do not drive and can't walk to Transit Station.

32. More covered bus stop from the rain.
33. We need a bus over here. I moved from SHAG, I didn't know there is no bus service here. The connector is a good bus; I am living at Silvercrest Senior Apartments and no transportation. The route could be changed from the YMCA, cross Meridian and come over to 9th St. instead of turning right on Meridian, come over and turn right on to 9th St. SW. Beside the SHUTTLE gives me a bad time.
34. Route 425 needs at least one more stop between West Pioneer and River Road.
35. For the 425 to come to Silvercrest and continue up to 112th to the Transit Center. I am not able to walk up hill to 112th.
36. Simple, easy to understand instructions. Large print schedules.
37. With a short commute to work already, I just don't see a reason why I would take the bus instead of drive my own economical sedan.
38. No changes.
39. Shut it down. I don't like my tax dollars being used for the small amount of people that use transit. I hate seeing buses that drive by that are almost empty.
40. When the 425 first started in June, it would connect to my 400 bus from Tacoma very nicely. When the time changes in September, I have not ridden the 425 since as it does not connect now from my commute.
41. No changes keep it. I live in housing for seniors and many of them use it.
42. Bring bus to Silvercrest Salvation Nursing Home. It would be easy to include us in your route.
43. Would travel to more counties within Washington State and visit. Better connections. Would use more often. Overall improvements are much appreciated and necessary. Would like to see the #400 River Road return to and from Tacoma if at all possible. Those of use with no vehicles would really help cut use renewable resources. Go ecology.
44. Make it an event to ride.
45. Earlier AM start so bus is available around 9 AM from Puyallup. Love the service as I no longer drive at age 90. The connection allows me to retain most of my independence. Thank you.
46. No changes. If and when I can no longer drive, I will use the connector. I guess the only changes would be to continue the service as permanent.
47. I think it's a good service. At this point I drive, but someday that could change.
48. I want to use mass transit to go to/from Puyallup - downtown Seattle. Sounder service should be expanded for nights and weekends. Would ease I-5 congestion, save gasoline, reduce highway projects. All around it would be better.
49. Give transfers when you pay by cash.
50. It wouldn't be a problem adding Silvercrest to your route.
51. Extend your "425" route to swing by Walgreens and across to 9th St. SW and stop at Silvercrest Retirement Home.

52. Changing your route "425" bus to pick up people at Silvercrest.
53. Haven't used it yet, but plan to in better weather in the spring to save money. Go to Seattle and also work hopefully. New to area. In past, used King County Metro a lot worked at Harborview.
54. #425 arrives 5 minutes earlier at Puyallup Sounder Station so as to better connect with the 578 and 574 routes on the South Hill Mall to downtown 425 route. Keep route 425 we like this. But change its time earlier 5 minutes.
55. Make it permanent.
56. Sounder train to Seattle, Everett, Tacoma should run on weekends.
57. It might be useful to have it run earlier and help shuttle people to the train station to cut down on commuter parking.
58. Open the bathroom door again. We need a bathroom! Bus drivers are usually very friendly. I like that.
59. No changes. I love it as is!!
60. I would never ride the bus. It's gross! I rode the bus to a Mariner's game once and I should of paid the \$20.00 for parking in Seattle. Gross people and homeless ride the bus!! Yuck. It was dirty and smelly!! Unsafe.
61. I use the connector at least three times a week. Would like an earlier time. Maybe starting from South Hill Mall at 9:15. Also more bus stops in Downtown Puyallup.
62. I like the new Puyallup service and plan to use it when we can no longer drive. Hope the present route continues - it's near our home.
63. Just run it directly down Meridian from South Hill to Puyallup. The extra run down 7th St SE seems like a waste of funds when they could be used elsewhere more effectively.
64. Haggen Grocery Puyallup.
65. 0.25
66. Nothing, just don't cancel it.
67. To be able to go on Wal-Mart property. To front door.
68. To go into Walmart.
69. Cost less.
70. Run the Sounder train to Everett, Seattle and Tacoma on the weekends.
71. I really would like the bus to stay. I use it for appointments by hospital and go to the library.
72. paint buses orange and green

Puyallup Rider Survey (September – October, 2014)

Survey on bus to gather rider input. 212 surveys collected from Route 425 passengers.

1. Works great!
2. Would like route 425 to extend service till 8pm
3. I need route that leaves very early about 4am
4. Later evening trips
5. Do not cancel route please!
6. This is the only transportation I have. I need this route! It helps me get to both jobs safely and on time without waiting another hour, like on the 402. Plus for people with disabilities or for elderly in retirement living like Sunset Gardens count on buses like the 425 to get around. It needs to be kept! Please keep it! Thank you...regular 425 rider
7. None
8. Love the route and hopes they keep it around. The times are great and has never had to wait any significant amount of time before the next ones comes. I can do my shopping at Fred Meyer and come right out and catch 425 right away
9. no improvement
10. Bus time can be closer together so I can get to my destination on time.
11. Earlier or later running. Keep it!!!
12. No comment, I like it the way it is.
13. First Time!
14. I wish this bus ran earlier. I start at 7:30am, and this one doesn't start until 10:15am.
15. Requested stop at 5th ST SE and 27th AVE SE, numerous people requesting. Also request for earlier morning start at 830am
16. Get a chair
17. It works for me.
18. Very clean, polite, and helpful
19. Thank you for Route 425. It's a convenient way to get through South Hill without having to wait for 400 and 402 lay over
20. I think the 425 is perfect because it goes to all the places up and down the hill that the 402 don't get to.
21. I really like the convenience of Route 425. For someone who lives on South Hill and has obligations downtown 2 or more times a week, solely relying on public transportation, it is a route I have come to rely on!
22. add more stops
23. Maybe go into Walmart. We love your bus. Also, Fred Meyer stop is a huge blessing. Thank you, Alberta Quigley; 719-377-7813; 311 2nd St NE Puyallup, WA 98372
24. Y'all are amazing, keep up the good work!
25. I love the route, it is a great route to use to the hospital and downtown Puyallup

26. My driver on this route is always pleasant and courteous
27. I don't have any, the people are friendly and this is the only bus that takes me back to my house
28. Love it and need it!
29. Beat the 2 mph freight train. Not go around Fred Meyer before Sounder Station
30. extend service earlier in the AM and late in the PM
31. Run later on weekdays
32. Don't be afraid to play music. It'd be lively and exciting. Sing along time!
33. Thank you, I like it!
34. Consider putting a bench/shelter on 43rd in front of Willows Retirement (2nd stop)
35. Stop closer to Group Health; Stop near JC Pennys at the mall
36. Go down east Main!!
37. Its fine
38. Very good and necessary. Very nice people.
39. Route maps more posted for all stops maybe with landmarks to help destination stops. Your staff has been very friendly and safely driven to destinations. Thank you. Hope you all find a reason to laugh and smile throughout your days.
40. I would like bus service to come on 9th SW so we could have a bus for the senior apartments, Silvercrest Apartments.
41. Match schedule with 402.
42. Being at the mall to connect with other routes timely.
43. It's pretty awesome.
44. love this route
45. I am happy with the service
46. Example: I am off at 10:00 PM at work. Buses stop by 8:00 PM. Need some night buses.
47. Start earlier.
48. Love the route!! Best ever!!
49. I would like to have the route changed from 43rd to cross over Meridian and come over to 9th St SW north to silver crest apartment's senior building.
50. Start earlier.
51. Frequency is good. Earlier in the morning and later at night would be good (I start work at 8:30 in the Valley on M, F and Sat) I work until 8PM in Valley on Tuesday.
52. Need a stop at 4th and 7th
53. Have more route books.
54. Keep route please.
55. This route works if the bus shows up. The 11:05 didn't show up on 10/6.
56. Can go to Ram.
57. Needs to start earlier.
58. Great drivers. If you could come earlier, it would be nice.

59. I like this route. I go play BINGO. I hope they keep it.
60. It's good.
61. Appears great.
62. Please keep this route.
63. Stop closer to Walmart.
64. Please keep the route going. It is very necessary for the people very important for the elderly. Thank you very much.
65. I'm satisfied. Hopefully the bus keeps going.
66. Really good bus with service. Please don't take away.
67. Maybe start it a little earlier in the mornings.
68. Earlier service.
69. I love 425. It's perfect.
70. Glad it comes at regular time.
71. I would like to see earlier and later routes. I love the service. It goes everywhere I need to go and runs weekends!
72. I feel this is an excellent route bus and very convenient for people to go to River Rd. Hospital right as does service for people who have trouble getting up hill or walking long distances. Keep up the good work, it's worth keeping. Thank you.
73. I think the route should go a little further in South Hill (past the mall.)
74. I love this route for doctor appointments. Thank you!
75. Would like the bus to go closer to Group Health and the "Y". Would like a stop closer to Pennys and Panera at the South Hill Mall.
76. I am a new passenger..
77. Should have a couple of bus stops before Stewart Street.
78. It satisfies my needs. Drivers are polite and bus is clean.
79. Pave the road going uphill behind the hospital. It is very bumpy and makes for an unpleasant experience.
80. Keep it going.
81. The only thing might be to have a couple of earlier buses, because when going to an early doctor's appointment, it is hard to take this bus if the first bus is around 10:00 AM.
82. Make it bigger.
83. Connect to other routes on time instead of waiting 1 hour to connect.

Pierce Transit

Title VI Service Equity Analysis

Pursuant to FTA Circular 4702.1B

New Puyallup Connector - Route 425

January 2015

PIERCE TRANSIT TITLE VI SERVICE EQUITY ANALYSIS

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PIERCE TRANSIT TITLE VI SERVICE EQUITY ANALYSIS

1 INTRODUCTION

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. This analysis was conducted in compliance with Federal Transit Administration (FTA) Circular 4702.1B, which requires any FTA recipient serving a population of 200,000 or greater to evaluate any fare change and any major service change at the planning and programming stages to determine whether those changes have a discriminatory impact. This document is an analysis of Pierce Transit's new Puyallup Connector service, Route 425, planned to begin operationalized service in June 2015.

2 BACKGROUND

The Puyallup Connector service is proposed to be established following a demonstration project held between June 8, 2014 and June 6, 2015. The service was developed in response to Pierce Transit's Board of Commissioners' Strategic Direction that includes developing innovative services tailored to community needs. The Puyallup Connector Demonstration service is designed to improve fixed route service within the Puyallup community; it is a focused effort emphasizing tailored local service and connections. The key goals were meeting community needs for service, providing access to seasonal activities in the community, and integrating the demonstration with the existing Pierce Transit system. The Puyallup Connector brochure provides additional details and is attached as Appendix A. Appendix B shows the entire Pierce Transit (PT) System Map.

The service proved popular with the Puyallup community, hitting a total ridership of 15,508 during the first 7 months of the demonstration period. Ridership has improved steadily since inception of the demonstration increasing from 1,322 passengers a month to 2,440 passengers in December 2014. The demonstration has not yet achieved the targeted performance objectives established for the demonstration, but key performance indicators such as cost recovery and net cost per passenger have improved since the demonstration started. In December the cost recovery for the route was 1.96% and the net cost per passenger was \$44.48. We anticipate that the ridership trends will continue to improve, but the route will likely not achieve the Pierce Transit system average due to the lower densities in the route area.

The addition of the Route 425 service includes a net addition of approximately 9,266 annual service hours. This service equity analysis examines the impact of the addition of the new Puyallup Connector service on minority and low-income populations.

2.1 Puyallup Connector Service

The Puyallup Connector Demonstration was developed in partnership with a committed Puyallup Community Investment Team (CIT) that has helped guide the design of the demonstration Community Connector service. This CIT represented the local community and included representation from: local bus riders, City of Puyallup, MultiCare-Good Samaritan Hospital, Puyallup Main Street Association, Puyallup/Sumner Chamber of Commerce, Puyallup Senior Center, Pierce College, Washington State Fair, and Senior Housing Assistance Group (SHAG). The Puyallup Connector is operating as a one-year demonstration from June 8, 2014 to June 6, 2015. The service was popular with the community with total ridership of -15,508 during the first seven months of the 12-month demonstration from June through December, 2014. Pierce Transit plans to operationalize the service and make it a regular route beginning June 7, 2015.

Community Needs

The service connects riders to key Puyallup community destinations including medical, shopping, and recreation. The route operates in residential areas and serves multiple senior housing facilities including Senior Housing Assistance Group which has minimum requirements for residents to be 62 or older and have an annual income less than \$30,120. The Puyallup Connector provides a direct connection to Good Samaritan Hospital, a major region medical facility; local activities such as the YMCA, churches, parks, Puyallup Senior Center, and library; community services at City Hall and Courts; shopping at the South Hill Mall (a regional shopping center), and the central business district in Downtown Puyallup; as well as access to Pierce College and Puyallup High School with a short (approximately ¼-mile) walk.

Seasonal Activities

Summertime service is adjusted to provide access to activities along the route during the busy summer season. The schedule operated with extended hours on Thursdays and Saturdays to better serve important community events like Concerts at Pioneer Park, Saturday Farmer's Markets, and local activities in Downtown Puyallup. The seasonal adjustment is planned when the route is operationalized.

Integration with Existing Transit System

Puyallup Connector service also provides easy feeder service connections to local Routes 400, 402, 409, 410, and 495 as well as Sound Transit's Route 578 for ease of use. The Puyallup Connector is integrated with local service for system effectiveness and ease of access to local and regional destinations.

Customer Profile

An on-board survey, which resulted in 212 completed surveys, was completed during the demonstration period between September 3, 2014 and November 7, 2014. The survey results showed a high satisfaction rate for the service, with 91 percent of the respondents reporting that their satisfaction was rated 8, 9 or 10 out of 10 (with 10 being "very satisfied"). There was a minimal dissatisfaction rate (rating of 4 or less out of 10) of 3%. About 45% of passengers used the service to go shopping/bank/other errands, 26% for travel to work, and 24% to reach medical/dental appointments. The age of riders on the Route 425 is slightly older than the Pierce Transit system average. Of those surveyed, riders on the Route 425 aged 55+ comprised approximately 31%, while Pierce Transit's 2014 Customer Survey indicates that 19% of the system's riders are aged 55+. About 45% of respondents were between the ages of 18-34. This is similar to the Pierce Transit system average where 51% of riders indicated they were 16-34 years old. Approximately 51% of the riders have a household income less than \$19,999, and

approximately 78% of riders have a household income less than \$34,999. This is higher than the PT system average of 45% with household incomes less than \$19,999. Also, 77% of the Route 425 riders indicated that they ride other Pierce Transit or Sound Transit routes.

PT staff has used the information gained during the demonstration period about ridership trends and has continued to coordinate with the CIT to modify some elements of the service profile. These adjustments include adding additional bus stops at potential new destinations along the route to better serve the community, and also reducing frequency of service on lower utilized Sundays in order to add an additional trip during the early morning weekdays. More early morning trips and later evening trips are one of the most frequent requests from passengers of the Route 425 demonstration.

Outreach and Decision-making

The proposed addition of a new route is considered a major service change under Pierce Transit's Major Service Change Policy and requires a Title VI Service Equity Analysis and public outreach. After considering feedback and demonstration performance, Pierce Transit's Board of Commissioners will consider operationalizing the Puyallup Connector service on March 9, 2015. Legal notices will be published on January 27, 2015, 12 days in advance of a Public Hearing on operationalizing the Route 425, scheduled to take place at the Board of Commissioners meeting on February 9, 2015. The legal notice was also published on Pierce Transit's web site in advance of the public hearing. Rider alerts notifying the public about the hearing and seeking public comment were distributed on buses, and posters were placed in key locations throughout the community. Prior to the public hearing, a public open house is scheduled for January 28, 2015 from 3:00 p.m. to 6:30 p.m. at the Puyallup Library, which is served by Routes 425 and 402. Outreach about the service implementation planned to begin June 8, 2015 will be ongoing and will include information in The Bus Stops Here, Rider Alerts, website notices, and PT staff attendance at various community meetings.

3 TITLE VI POLICIES & DEFINITIONS

Pierce Transit's Board of Commissioners adopted three new policies in February 2013 related to Title VI that guide this analysis: Major Service Change Policy; Disparate Impact Policy; and Disproportionate Burden Policy. The requirement for these policies comes from Federal Transit Administration (FTA) Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients" which became effective October 1, 2012. The Circular requires any FTA recipient that operates 50 or more fixed route vehicles in peak service and serving a population of 200,000 persons or greater to evaluate any fare change and any major service change at the planning and programming stages to determine whether those changes have a discriminatory impact.

3.1 PIERCE TRANSIT MAJOR SERVICE CHANGE POLICY

The purpose of this policy is to establish a threshold that defines a major service change and to define an adverse effect caused by a major service change.

A major service change is defined as any change in service on any individual route that would add or eliminate more than twenty percent of the route revenue miles or twenty percent of the route revenue hours. All major service changes will be subject to an equity analysis which includes an analysis of adverse effects on minority and low-income populations.

An adverse effect is defined as a geographical or time-based reduction in service which includes but is not limited to: span of service changes, frequency changes, route segment elimination, re-routing, or route elimination.

3.2 PIERCE TRANSIT DISPARATE IMPACT POLICY

The purpose of this policy is to establish a threshold which identifies when adverse effects of a major service change or any fare change are borne disproportionately by minority populations.

A disparate impact occurs when the minority population¹ adversely affected by a fare or service change is ten percent more than the average minority population of Pierce Transit's service area.

Disparate impacts on routes with either span of service changes and/or frequency changes will be determined by analyzing all routes with such changes together. Disparate impacts on routes with segment elimination, re-routing, or route elimination will be determined on a route by route basis.

If Pierce Transit finds a potential disparate impact, the agency will take steps to avoid, minimize or mitigate impacts and then reanalyze the modified service plan to determine whether the impacts were removed. If Pierce Transit chooses not to alter the proposed changes, the agency may implement the service or fare change if there is substantial legitimate justification for the change AND the agency can show that there are no alternatives that would have less of an impact on the minority population and would still accomplish the agency's legitimate program goals.

¹ Minority Population – Persons identifying themselves as a race other than white or of Hispanic origin, self-reported in the U.S. Census.

3.3 PIERCE TRANSIT DISPROPORTIONATE BURDEN POLICY

The purpose of this policy is to establish a threshold which identifies when the adverse effects of a major service change or any fare change are borne disproportionately by low-income² populations.

A disproportionate burden occurs when the low-income population adversely affected by a fare or service change is five percent more than the average low-income population of Pierce Transit's service area.

Disproportionate burden on routes with either span of service changes and/or frequency changes will be determined by analyzing all routes with such changes together. Disproportionate burden on routes with segment elimination, re-routing, or route elimination will be determined on a route by route basis.

If Pierce Transit finds a potential disproportionate burden, the agency will take steps to avoid, minimize or mitigate impacts and then reanalyze the modified service plan to determine whether the impacts were removed. If Pierce Transit chooses not to alter the proposed changes, the agency may implement the service or fare change if there is substantial legitimate justification for the change AND the agency can show that there are no alternatives that would have less of an impact on low-income population and would still accomplish the agency's legitimate program goals.

² **Low-Income Population** – Persons reporting as being under the federal household poverty limit as defined by the U.S. Department of Health and Human Services. In 2012 the poverty limit was \$23,050.

4 METHODOLOGY

As a new operationalized route, the Puyallup Connector, Route 425, qualifies as a Major Service Change and thus is subject to a Title VI Service Equity Analysis.

For Route 425, Pierce Transit staff identified the minority and low-income population living within $\frac{1}{4}$ mile of the route, and within the entire service area. GIS mapping and 2010 Census data were used at the census block level for minority data. American Community Survey 2007-2011 data by census tract was used for low-income data³. A $\frac{1}{4}$ mile buffer was placed around the Puyallup Connector route to designate the route access range. The population of each tract or block within or touching that buffer was calculated, and then the percentages of minority and low-income populations of those tracts/blocks were calculated. An additional analysis of the makeup of the population within $\frac{1}{4}$ mile of all Pierce Transit routes both with and without the Route 425 provided insight into the impact of the route on the overall population served by Pierce Transit's bus system.

The equity analysis is provided below in Section 5.

³ Pierce Transit's 2010 Customer Survey provides information about our riders' race and income, but does not provide statistically significant data on ridership by route, so Census Data was used to analyze the population along Pierce Transit's routes.

5 EFFECTS OF PROPOSED SERVICE CHANGE ON MINORITY AND LOW-INCOME POPULATIONS

5.1 Impact of Service Change on Minority and Low-Income Populations

Figure 5-1 below shows the Puyallup Connector in red with its $\frac{1}{4}$ mile access area shown as the hatched area around the route. The grey inset map shows the location of the Puyallup Connector within the Pierce Transit Service Area. Table 5-1 below shows the results of the analysis, comparing the minority and low-income proportion of the population living within $\frac{1}{4}$ mile of Route 425 with the minority and low-income proportion of the service area as a whole. The data shows that the population served by the Route 425 is 15.5% lower in minority population than the service area. The Route 425 serves a 1.4% lower proportion of the area's low-income population.

To look at the impact in a slightly different way, staff analyzed the percentage of minority population served by all Pierce Transit routes both with and without the Route 425. Figure 5-2 shows the entire system area with darker shaded areas showing higher proportion of minority and low-income population in their respective Census Blocks and Tracts. The Route 425 is shown in red in the eastern portion of the service area. Table 5-2 shows that along all of Pierce Transit's routes, 37% of the population within $\frac{1}{4}$ mile are minorities and 12.7% are low-income. When we add the Route 425 to the system, the minority population served by the routes across the system goes down 1%, from 37% to 36% and the low-income proportion served by all routes stays essentially the same at 12.5%.

Figure 5-1 Route 425 – Local Minority and Low-Income Census Blocks/Tracts

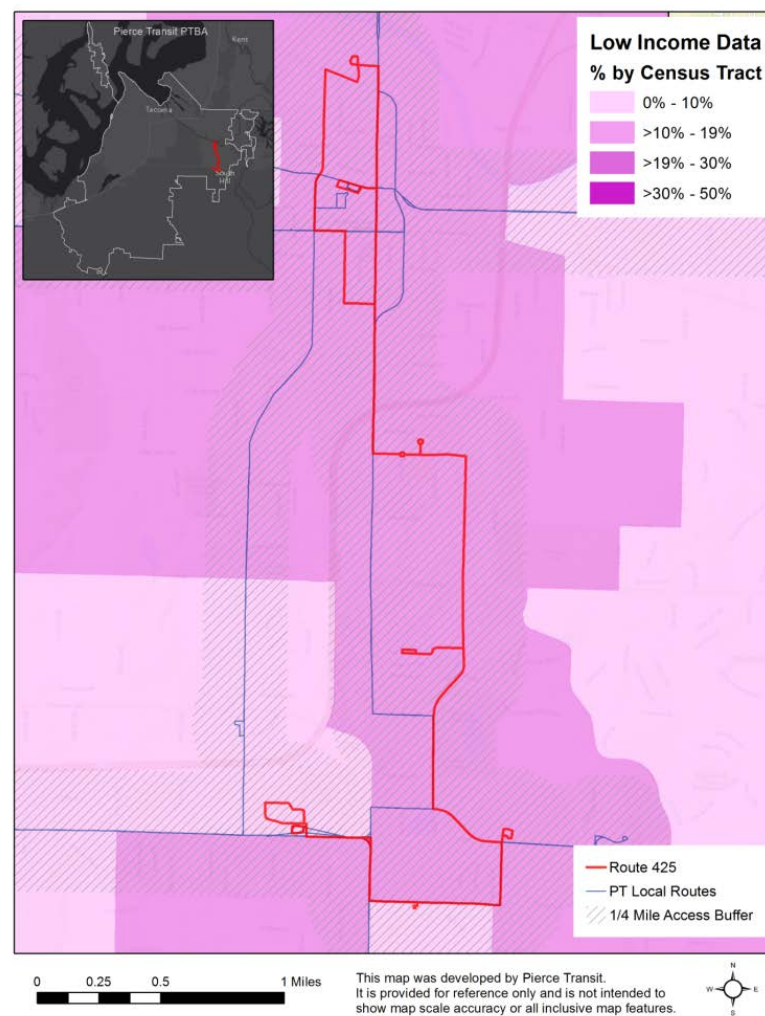
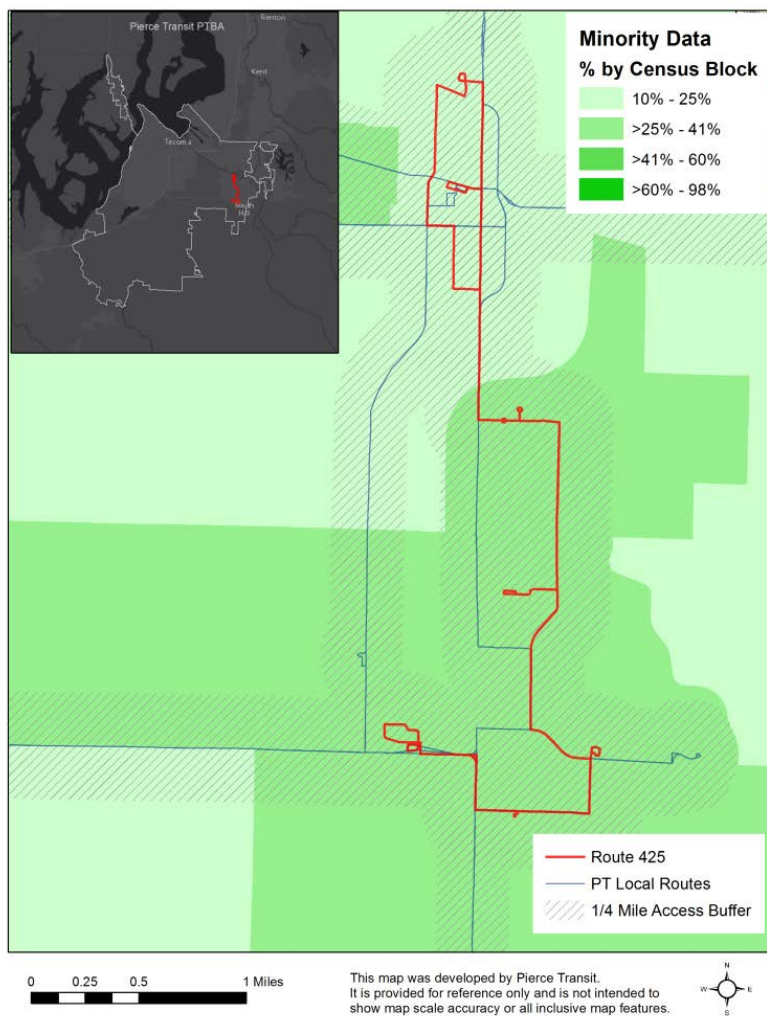
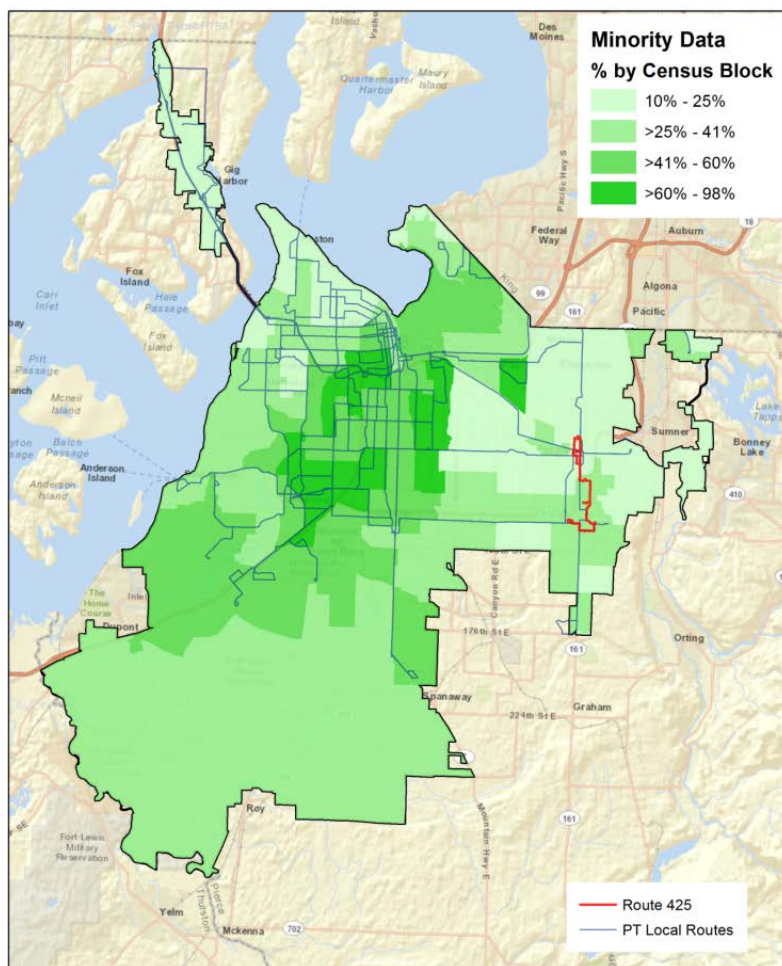


TABLE 5-1 Impact of New Service on Minority and Low-Income Populations

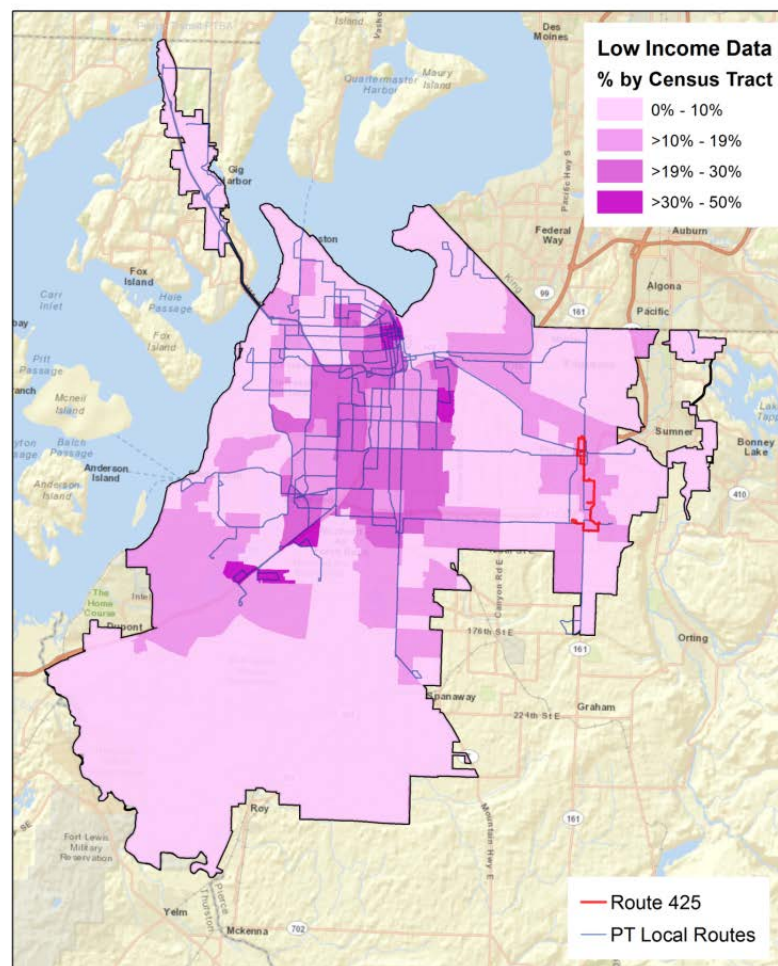
Summary of Service Change	Minority Proportion of Population			Low-income Proportion of Population		
	Census Blocks Along Route	Average Population in Service Area	Difference	Census Tracts Along Route	Average Population in Service Area	Difference
New Route 425	25.5%	41.0%	-15.5%	11%	12.4%	-1.4%

Figure 5-2 Route 425 – System-wide Minority and Low-Income Census Blocks/Tracts



0 2.25 4.5 9 Miles

This map was developed by Pierce Transit.
It is provided for reference only and is not intended to
show map scale accuracy or all inclusive map features.



0 2.25 4.5 9 Miles

This map was developed by Pierce Transit.
It is provided for reference only and is not intended to
show map scale accuracy or all inclusive map features.



TABLE 5-2 Impact of New Service on Minority and Low-Income Populations

Area of Analysis	Minority Proportion of Population			Low-income Proportion of Population		
	Census Blocks Along Routes	Average Population in Service Area	Difference	Census Tracts Along Routes	Average Population in Service Area	Difference
¼ Mile Access of All Pierce Transit Local Routes without the 425	37%	41.0%	-4%	12.7%	12.4%	0.3%
¼ Mile Access of All Pierce Transit Local Routes including the 425	36%	41.0%	-5%	12.5%	12.4%	0.1%

5.2 Disparate Impact Analysis

Pierce Transit's policy states that a disparate impact occurs when the minority population adversely affected by a fare or service change is 10% more than the average minority population of Pierce Transit's service area. An adverse effect is defined in the Major Service Change Policy as a geographical or time-based reduction in service which includes but is not limited to: span of service changes, frequency changes, route segment elimination, re-routing, or route elimination. In this case, there is no adverse effect because new service is being added. The analysis shows that the new route is serving just 25.5% minorities, which is 15.5% fewer minorities than the service area minority population (41%). This is greater than the disparate impact threshold of 10%, but since this population is not adversely affected by the additional service, a determination of disparate impact is not warranted.

However, since minority populations are not expected to benefit from this service expansion as much as non-minority populations, FTA requires Pierce Transit to explain how the agency plans to improve service to minority populations. Pierce Transit's Board recently approved an addition of 16,000 service hours to the existing 427,716 system service hours; these will be applied mainly on productive routes that lost service hours during previous service reductions. Many of these hours will be applied to routes that serve the core of Pierce Transit's service area which is where most of the concentrations of minority populations reside (Figure 5-2). The application of these hours is still in the planning stages so detailed analysis of population served by those routes is not possible at this time. In general, Pierce Transit is successful at providing service to areas with higher minority populations. The bulk of Pierce Transit's existing 38 routes (shown in blue on the maps in Figure 5-2) serve the more urban core which contains mainly census tracts with higher than the average minority populations.

5.3 Disproportionate Burden Analysis

Pierce Transit's policy states that a disproportionate burden occurs when the low-income population adversely affected by a fare or service change is 5% more than the average low-income population of Pierce Transit's service area. An adverse effect is defined in the Major Service Change Policy as a geographical or time-based reduction in service which includes but is not limited to: span of service changes, frequency changes, route segment elimination, re-routing, or route elimination. In this case, there is no adverse effect because service is expanding, not reducing. The low-income population along the Route 425 is 11%, which is just 1.4% lower than the service area low-income population (12.4%). This is both within the threshold of 5% and there is no adverse effect on the population, so a determination of disproportionate burden is not warranted.

6 APPENDICES

APPENDIX A	PUYALLUP CONNECTOR ROUTE 425 FACT SHEET
APPENDIX B	SEPTEMBER 2014 PIERCE TRANSIT SYSTEM MAP

Riding Is Easy

Here are a few basics to get you started.

1. Look for your closest bus stop. The numbers on the bus stop sign show which bus routes stop there. Many bus stops have schedules posted on the pole.
2. Arrive at the stop at least 5 minutes early. Stand on the sidewalk where the operator can see you.
3. Have your fare ready. Use your ORCA card, ticket, or exact cash. Bus drivers do not carry change.
4. As the bus approaches, check the sign above the window to make sure it's the destination you want.
5. Stay back from the curb and wait until the bus comes to a complete stop. If you need to use a boarding ramp or lift, just ask the operator.
6. Board and pay your fare. Regular local Pierce Transit fares are charged.
7. Ask your driver for the stop closest to your destination. When you're a block away, push the yellow button strip or pull the bell cord. You will hear a message that says "stop requested."
8. Call 253.581.8000, option 1, if you don't know how to reach your location by bus. A Customer Service Representative will assist you with your travel plans.

Integration with existing transit system. This demonstration route connects with existing Routes 400, 402, 409, 410, 495 and the new Route 503 Fife-Puyallup Sounder Station. Riders can transfer between routes, taking advantage of this integrated system.



Community Investment Team

The demonstration Puyallup Connector is the result of a committed Community Investment Team who, in partnership with Pierce Transit, continues to collaborate in the implementation of this tailored solution to meet the needs of the Puyallup community.

- City of Puyallup
- MultiCare - Good Samaritan
- Puyallup Main Street Association
- Puyallup/Sumner Chamber of Commerce
- Puyallup Senior Center
- Pierce College
- Washington State Fair
- Senior Housing Assistance Group (SHAG)
- South Hill Mall

Translation service is available in more than 200 languages. These are the most requested:

Llame al 253.581.8000. Habrá un representante y servicio de traducción en español disponible para atenderle.

Заказать услуги представителя с переводом на русский язык можно по телефону 253-581-8000.

Xin gọi 253-581-8000 để nói chuyện với Nhân Viên Đại Diện Ban Phục Vụ Khách Hàng là người sẽ cung cấp dịch vụ thông dịch Việt Ngữ.

Tawagan ang 253-581-8000 upang makipag-usap sa Representatibo ng Pangserbisyong Kustomer na magbibigay ng serbiyong pagsasalin ng wika sa Tagalog.

한국어 번역 서비스를 제공하는 상담원과 통화
통화하시려면 253-581-8000 으로 전화하십시오.

អានទំនាក់ទំនងភ្នាក់ងារសេវាបម្រើភាសាខ្មែរ (កម្ពុជា) ដោយព
ដោយហៅតាមរយៈ លេខទូរស័ព្ទ ២៥៣-៥៨១-៨០០០ ។



INNOVATIVE
Puyallup
SOLUTIONS



ROUTE 425 Puyallup Connector

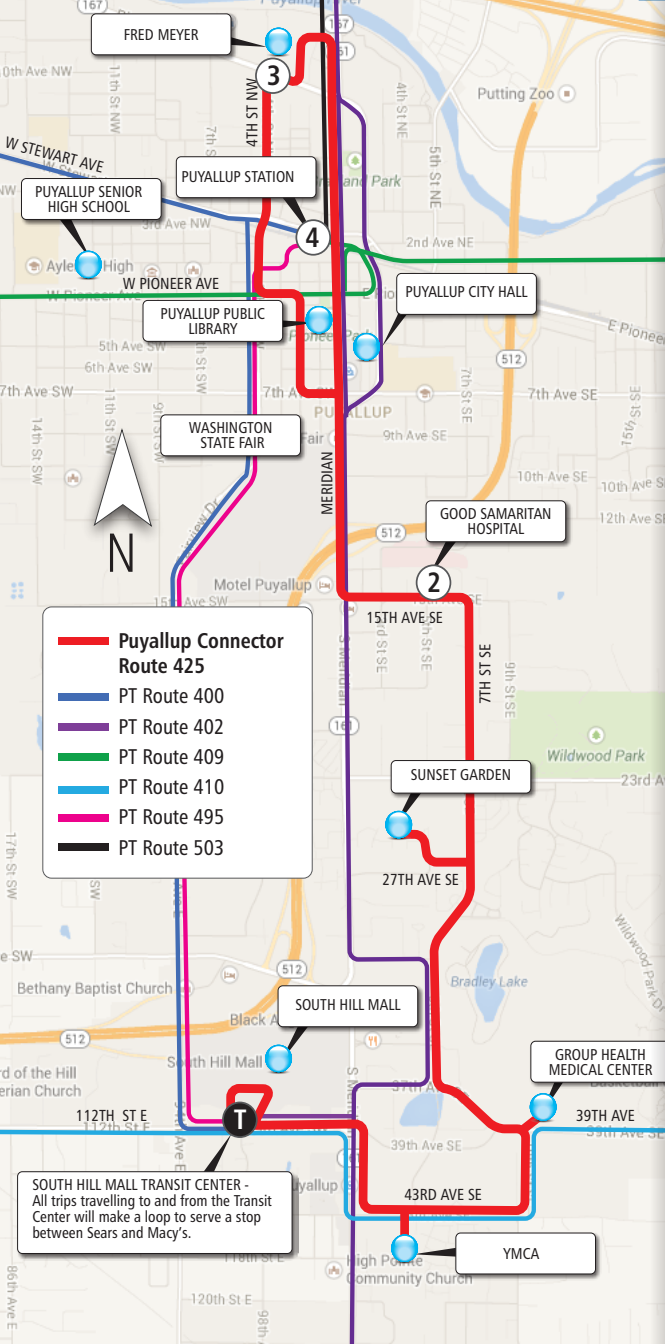
This new demonstration route connects riders to key Puyallup and South Hill community destinations including medical, shopping, and recreation. Route now serves stops adjacent to the entrances to Group Health and YMCA.

Effective Sept 28, 2014

253.581.8000
piercetransit.org

PIERCE TRANSIT the way to go!

Appendix A



ROUTE 425 Puyallup Connector

Exhibit D



Pierce Transit's new Route 425 service operates seven days a week, running every 30 minutes between 10am and 6pm.

The Puyallup Connector is operating as a one year demonstration from June 8, 2014 to June 7, 2015. Toward the end of the demonstration period, the Pierce Transit Board of Commissioners will consider the ridership and effectiveness of the route to determine if this service should be made permanent.

425 Weekdays

S Hill Mall Transit Center to Puyallup Sounder Station

South Hill Mall Transit Center	Good Sam Hosp	4th & River Road	Puyallup Sounder Station Bay 2
T	2	3	4
10:15am	10:40	10:50	10:58
10:45	11:10	11:20	11:28
11:15	11:40	11:50	11:58
11:45	12:10pm	12:20	12:28
12:15	12:40	12:50	12:58
12:45	1:10	1:20	1:28
1:15	1:40	1:50	1:58
1:45	2:10	2:20	2:28
2:15	2:40	2:50	2:58
2:45	3:10	3:20	3:28
3:15	3:40	3:50	3:58
3:45	4:10	4:20	4:28
4:15	4:40	4:50	4:58
4:45	5:10	5:20	5:28
5:15	5:40	5:50	5:58

Puyallup Sounder Station to S Hill Mall Transit Center

Puyallup Sounder Station Bay 2	Good Sam Hosp	South Hill Mall Transit Center
4	2	T
10:33am	10:42	11:07
11:03	11:12	11:37
11:33	11:42	12:07
12:03pm	12:12	12:37
12:33	12:42	1:07
1:03	1:12	1:37
1:33	1:42	2:07
2:03	2:12	2:37
2:33	2:42	3:07
3:03	3:12	3:37
3:33	3:42	4:07
4:03	4:12	4:37
4:33	4:42	5:07
5:03	5:12	5:37
5:33	5:42	6:07
6:03	6:12	6:37

425 Saturdays & Sundays

S Hill Mall Transit Center to Puyallup Sounder Station

South Hill Mall Transit Center	Good Sam Hosp	4th & River Road	Puyallup Sounder Station Bay 2
T	2	3	4
10:15am	10:40	10:50	10:58
10:45	11:10	11:20	11:28
11:15	11:40	11:50	11:58
11:45	12:10pm	12:20	12:28
12:15	12:40	12:50	12:58
12:45	1:10	1:20	1:28
1:15	1:40	1:50	1:58
1:45	2:10	2:20	2:28
2:15	2:40	2:50	2:58
2:45	3:10	3:20	3:28
3:15	3:40	3:50	3:58
3:45	4:10	4:20	4:28
4:15	4:40	4:50	4:58
4:45	5:10	5:20	5:28
5:15	5:40	5:50	5:58

Puyallup Sounder Station to S Hill Mall Transit Center

Puyallup Sounder Station Bay 2	Good Sam Hosp	South Hill Mall Transit Center
4	2	T
10:33am	10:42	11:07
11:03	11:12	11:37
11:33	11:42	12:07
12:03pm	12:12	12:37
12:33	12:42	1:07
1:03	1:12	1:37
1:33	1:42	2:07
2:03	2:12	2:37
2:33	2:42	3:07
3:03	3:12	3:37
3:33	3:42	4:07
4:03	4:12	4:37
4:33	4:42	5:07
5:03	5:12	5:37
5:33	5:42	6:07
6:03	6:12	6:37

FARES

	Adult Fare	Youth Fare	*Discounted Fare
Local PT Service (one ride)	\$2	75¢	75¢
Monthly Regional Pass	\$72	\$27	\$27

*To be eligible for Discounted Fare, passenger must be a senior, have a disability or be a Medicare Card holder. Must show Regional Reduced Fare Permit.

Cash Fares (all times of day): Put exact change in the farebox next to the driver. Children 5 and younger ride free with a fare-paying passenger.





APPENDIX B:
Pierce Transit System Map

**Pierce Transit
SYSTEM MAP**

PARK & RIDE:

TRANSIT CENTER:

ROUTE NUMBER:

PARTICIPATING ORCA RETAILERS:



FACT SHEET

TITLE: A Resolution Authorizing the Operation of Route 425, Puyallup Connector Effective, June 7, 2015

DIVISION: Business Development Office

ORIGINATOR: Tina Lee, Service Innovation Administrator

PRECEDING ACTION: Executive/Finance Committee meeting on November 21, 2013, at which the EFC recommended the design & public involvement phase for the Puyallup Community Connector Demonstration Project to the Board of Commissioners.

Resolution 13-023, dated December 9, 2013, Authorizing the Puyallup Demonstration Project Design and Public Outreach

Public Hearing on Proposed Service Changes Regarding Puyallup Community Connector on February 10, 2014

Resolution 14-015, dated March 10, 2014, Authorizing the Implementation of the Puyallup Connector Demonstration Project Effective June 8, 2014

Public Hearing on Proposed Service Changes Regarding Route 425, Puyallup Connector, on February 9, 2015

COORDINATING DEPARTMENT: Executive

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, CTAG Letter dated February 20, 2015
Exhibit B, January 2015 Puyallup Connector Dash Board
Exhibit C, Route 425 Comment Summary
Exhibit D, Title VI Service Equity Analysis

BUDGET INFORMATION

2015 Budget Amount
N/A

Required Expenditure
N/A

Impact
N/A

Explanation: Service hours to operate Route 425 are included in the 2015 Budget. 9,266 service hours are budgeted in 2015, staff estimates we will utilizing approx. 8, 230 service hours for the Puyallup Connector in 2015.

BACKGROUND:

Route 425, the Puyallup Community Connector Demonstration Service, is nearing the end of its one-year demonstration phase. A local Community Investment Team (CIT), was formed with representatives from the City of Puyallup, MultiCare/Good Samaritan Hospital, South Hill Mall, Puyallup/Sumner Chamber of Commerce, Puyallup Main Street Association, Pierce College, Washington State Fair, Senior Housing Assistance Group (SHAG), Puyallup Senior Center, and local Puyallup residents who are bus riders. The CIT guided the development of the concept and have continued to monitor and provide recommendations on the demonstration service. The CIT also provided marketing recommendations and shared information about the Route 425 with the community throughout the demonstration period.

Title VI Analysis

Pierce Transit's Board of Commissioners recently approved an addition of 16,000 service hours to the existing 427,716 system service hours (approximately 4,000 hours already in the 2015 budget and approximately 12,000 hours in the budget amendment presented to the Board at this same meeting on March 9, 2015 under Resolution 15-016). These hours will be applied mainly on productive routes that lost service hours during previous service reductions...

The proposed addition of a new route is considered a major service change and is therefore subject to a Title VI Service Equity Analysis. As required by the Federal Transportation Administration (FTA) and Pierce Transit's Major Service Change Policy, staff completed a Title VI Service Equity Analysis for the Puyallup Connector Demonstration Route 425 in December 2015. That document is available for review on the project website at <http://www.piercetransit.org/puyallup/>.

Pierce Transit's Disparate Impact Policy establishes a threshold which identifies when adverse effects of a major service change or any fare change are borne disproportionately by minority populations. A disparate impact occurs when the minority population adversely affected by a fare or service change is 10% percent more than the average minority population of Pierce Transit's service area. An adverse effect is defined in the Major Service Change Policy as a geographical or time-based reduction in service which includes but is not limited to: span of service changes, frequency changes, route segment elimination, re-routing, or route elimination. In this case, there is no adverse effect because new service is being added. The analysis shows that the new route is serving 25.5% minorities, which is 15.5% fewer minorities than the service area minority population (41%). This is greater than the disparate impact threshold of 10%, but since the minority population is not adversely affected by the additional service since service is being added, and no existing service is being changed or taken away, a determination of disparate impact is not warranted.

However, since minority populations are not expected to benefit from this service expansion as much as non-minority populations, FTA requires Pierce Transit to explain how the agency plans to improve service to minority populations. Pierce Transit's Board of Commissioners recently approved an addition of 16,000 service hours to the existing 427,716 system service hours (approximately 4,000 hours already in the 2015 Budget and approximately 12,000 hours in the budget amendment presented to the Board at this same meeting on March 9, 2015 under Resolution 15-017). These hours will be applied mainly on productive routes that lost service during previous

service reductions. Many of these hours will be applied to routes that serve the core of Pierce Transit's service area which is where most the concentrations of minority populations reside. The application of these hours is still in the planning stages so detailed analysis of population served by those routes is not possible at this time. In general Pierce Transit is successful at providing service to areas with higher minority populations. The bulk of Pierce Transit's existing 38 routes serve the more urban core which contains mainly census blocks with higher than average minority populations.

Pierce Transit's Disproportionate Burden Policy establishes a threshold which identifies when the adverse effects of a major service change or any fare change are borne disproportionately by low-income populations. A disproportionate burden occurs when the low-income population adversely affected by a fare or a service change is 5% more than the average low-income population of Pierce Transit's service area. An adverse effect is defined in the Major Service Change Policy as a geographical or time-based reduction in service which includes but is not limited to: span of service changes, frequency changes, route segment elimination, re-routing, or route elimination. In this case there is no adverse effect because service is expanding, not being reduced. The low-income population along the Route 425 is 11% which is just 1.4% lower than the service area low-income population (12.4%). Since this is both within the threshold of 5% and there is no adverse effect on the population, there is no disproportionate burden.

Ridership To Date

The Puyallup Connector demonstration has proved popular with the Puyallup community, reaching a total ridership of 18,229 during the initial eight months of the demonstration period (June 2014 – January 2015). Ridership has improved steadily since the start of the demonstration, increasing from 1,322 passengers in the first month of service to 2,721 passengers in January 2015. Performance targets that were established for the Puyallup Connector demonstration recommended reaching 15 passengers per service hour, 9% cost recovery, and \$8.71 net cost per passenger by the end of the demonstration period. The demonstration has not yet achieved the targeted performance measures established for the demonstration, but key performance indicators such as cost recovery and net cost per passenger have improved since the demonstration started. In January 2015, passengers per service hour was 3.3, the cost recovery for the route was 2.19%, and the net cost per passenger was \$39.80.

For comparison other fixed routes in the Puyallup area such as the Route 402 (Meridian) and the Route 409 (operating on Pioneer and Main) had a 2013 year end cost recovery of 9.4% and 8.5%, respectively, and net cost per passenger of \$7.95 and \$10.23, respectively. We anticipate that the ridership trends for the Route 425 will continue to improve, but the route will likely not achieve the Pierce Transit 2014 annual net cost per passenger of \$5.06 due to the lower densities along the route corridor. These performance measurements are just one of the indicators of the performance of the demonstration route. Other important considerations regarding the demonstration route are the rider demographics, SHUTTLE ridership decreases along the route, and community support for this service.

Rider Demographics

We gathered demographic information from 145 surveys from passengers on Route 425 in December 2014. The largest group of riders are age 64 and older, representing 21% of the current riders; 15% are age 55-64; 18% are age 25-34; and 16% are age 18-24. For the Puyallup Connector service, that 55+ group of riders represents 36% of the riders, compared to the Pierce Transit system which has approximately 20% for aged 55+.

Household income is fairly low with 53% of the Puyallup Connector riders having a household income of less than \$19,999, and 79% having a household income under \$34,999. This compares to the Pierce Transit system of 45% of the riders having household incomes of \$19,999 or less and 70% having household incomes of under \$34,999.

The Puyallup Connector demographic information also indicates that the majority (75%) of the riders are Caucasian, 11% African American, 6% Asian or Pacific Islander, and 4% American Indian or Alaskan native.

SHUTTLE Ridership

One of the trip generators along the route is the Senior Housing Assistance Group (SHAG) located at 201 27th Avenue Southeast. Before the demonstration service, SHAG did not have bus service that was easily accessible by residents as the Route 402 is on Meridian. That service is approximately .2 miles from the SHAG facility but it requires walking up a hill and crossing Meridian to reach the partner stop.

SHAG residents who are eligible may schedule service through SHUTTLE Paratransit. The 2015 Budget cost per passenger for SHUTTLE is \$52.99 and reservations are required in advance to use this service. Comparing SHUTTLE pick-ups and drop-offs from 2013 to 2014, we have seen a reduction of 173 trips, or 12% reduction, in seven months of SHUTTLE trips to and from the SHAG facility since the inception of the Puyallup Connector. This is a savings of approximately \$9,167 in SHUTTLE trips to this location for that time period, annualized this reflects an approximate savings of \$15,715. This is significant as residents are able to use fixed route bus service instead of SHUTTLE service for many of their day-to-day transportation needs. As the population ages, and there are more demands on SHUTTLE services, encouraging a transition to fixed route services from Paratransit services is a benefit to the system. Pierce Transit staff will continue to provide outreach to residents at SHAG and other facilities along the service to advertise options like Route 425.

Community Input

Public involvement and community outreach have been ongoing throughout the demonstration. A list of our efforts is included in each monthly Puyallup Connector Dashboard. In addition to the normal project outreach, we notified the community of this Board decision point for the demonstration and captured as much input on this service as possible. Information about the January 28, 2015 open house, February 9, 2015 public hearing, and March 9, 2015 Board Meeting was included on the project web site at www.piercetransit.org/puyallup, 2,000 rack cards were distributed throughout the system, 30 posters were placed in the Puyallup Connector vehicles and displayed at locations throughout the City of Puyallup, an online advertisement was posted on the Puyallup Herald web site, A-boards were placed at the Puyallup Station and South Hill Mall Transit Center, and a legal notice was placed in the Tacoma Daily Index and the Tacoma News Tribune on January 27, 2015.

We received a significant number of comments, the majority of them in support of continuing the service as a regular fixed route. Thirty-five individuals attended the open house on January 29, 2015. All of the comments at that meeting were in favor of continuing the service. Open house attendees submitted 13 written comments which are included in the attached comment summary. The majority of the attendees live at either the SHAG facility or Silvercrest Senior Residence. They describe the Puyallup Connector as a lifeline that provides freedom and mobility for residents and vital to their transportation needs. A Public Hearing was held on February 9 at Pierce

Transit's Board of Commissioners meeting; 11 individuals provided testimony. The comments were very supportive and expressed support of the Board operationalizing the Route 425 as a new fixed route.

A total of 30 comments were received during the comment period and 276 comments were received through the demonstration period for a total of 306 project comments. The compilation of comments is attached. This summary includes those comments received through the public hearing comment process and also comments we have received from rider surveys on the buses, business reply mailers to the community, and comments received through Pierce Transit's regular comment processes. The majority of the comments recommend retaining the Puyallup Connector service to support needs of the community, only one comment indicated that the service should be discontinued. Other comments asked for earlier and later span of service, as well as extending the service to the Silvercrest Salvation Army Senior Residences along 9th Street SW and service to Pierce College. Staff is exploring if these changes are possible without impacting the route trip times.

Community Transportation Advisory Group Recommendation

At their February 19, 2015 meeting, Pierce Transit's Community Transportation Advisory Group (CTAG) voted to recommend to the Pierce Transit Board of Commissioners that the Puyallup Connector Demonstration be operationalized as a regular fixed route service. In addition to their support for the Route 425, the CTAG recommended that staff explore with the City of Puyallup the potential of a reduced fare for the Route 425 similar to the partnership arrangement with the City of Gig Harbor wherein the City buys down the cost of the Gig Harbor Trolley service for riders. If feasible, the City's partnership to reduce the Puyallup Connector fare would encourage additional ridership by Puyallup residents. Staff will bring this recommendation to the Puyallup Community Investment Team to determine their willingness to partner on a reduced fare for the Puyallup Connector service.

ALTERNATIVES:

Do not approve operationalizing the Route 425 service and terminate the demonstration effective June 7, 2015.

RECOMMENDATION:

Approve Resolution No. 15-017, authorizing the operation of the Route 425 as a fixed route bus service, effective June 7, 2015.

RESOLUTION NO. 15-017

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing
Operation of Route 425, Puyallup Connector, Effective June 7, 2015

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

WHEREAS, by Resolution No. 14-015, approved on March 10, 2014, the Board of Commissioners of Pierce Transit authorized Route 425, the Puyallup Community Connector Demonstration, for a one year period from June 8, 2014 through June 6, 2015; and

WHEREAS, a public involvement process has been completed to gather input from interested parties regarding the Puyallup Connector Demonstration service; and

WHEREAS, community outreach for the Puyallup Connector Demonstration open house and public hearing included distribution of 2,000 rack cards, information on the project web site, posters in the community and on Puyallup Connector vehicles, an advertisement on the Puyallup Herald web site, and a legal notice published on January 27, 2015 in the Tacoma News Tribune and the Tacoma Daily Index; and

WHEREAS, the input staff received through the public involvement process has been favorable. Eleven individuals provided testimony during the public hearing, 35 people attended the open house and submitted 13 written comments, and 6 written comments were sent to Pierce Transit during the comment period; and

WHEREAS, rider survey information indicates that 91% of the riders utilizing the Puyallup Connector are very satisfied with the service; and

WHEREAS, Staff completed a Title VI analysis of this route, and determined that the new route serves 25.5% minorities, which is 15.5% fewer than the service area minority population (41%). While this is greater than the Pierce Transit disparate impact threshold of 10%, the minority population is not adversely affected by the additional service since service is being added, and no existing service is being changed or taken away. As such, there is no of disparate impact; and

WHEREAS, demographic information of riders in the Route 425 service area indicates that 51% of the riders have a household income of less than \$19,999 and 78% have a household income under \$34,999. The low-income population along the Route 425 is 11% which is just 1.4% lower than the service area low-income population (12.4%). Since this is below the Pierce Transit Disproportionate Burden Policy threshold of 5% and there is no adverse effect on the population, there is no disproportionate burden; and

1
2 WHEREAS, during the demonstration phase of the Route 425, the agency experienced what would
3 amount to an annualized savings of \$15,715 in SHUTTLE trips to and from one location on the route; and

4 WHEREAS, at their February 19, 2015 meeting, Pierce Transit's Community Transportation Advisory
5 Group voted to recommend to the Pierce Transit Board of Commissioners that the Puyallup Connector
6 Demonstration be operationalized as a regular fixed route service; and

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

8 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to direct staff to
9 continue operating Route 425, Puyallup Connector, effective June 7, 2015.

10 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
11 the 9th day of March, 2015.

12
13
14 _____
15 Rick Talbert, Chair
16 Board of Commissioners
17

18 ATTEST/AUTHENTICATED

19
20 _____
21 Deanne Jacobson, CMC
22 Clerk of the Board
23
24

FACT SHEET

TITLE: A Resolution Authorizing a New Employment Contract for James L. Walton to Serve as the Interim Chief Executive Officer

DIVISION: Executive

ORIGINATOR: Deanne Jacobson, Clerk of the Board

PRECEDING ACTION: Resolution No. 14-056, appointing James L. Walton to serve as the Interim Chief Executive Officer

COORDINATING DEPARTMENT: General Counsel, Administration and Finance

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed Contract

BUDGET INFORMATION

2015 Budget Amount
\$36,000

Required Expenditure
\$36,000

Impact

Explanation: N/A

BACKGROUND:

On October 13, 2014, the Pierce Transit Board of Commissioners approved Resolution No. 14-056, authorizing an employment contract for James L. Walton to serve as Pierce Transit's Interim Chief Executive Officer (ICEO) retroactive from September 23, 2014 to March 21, 2015.

Pierce Transit is currently recruiting for a permanent Chief Executive Officer (CEO) and anticipates that a permanent CEO will be hired by Pierce Transit on or before May 31, 2015. Pierce Transit had hoped to complete the CEO search prior to the expiration of Mr. Walton's initial contract, but the search is taking longer than expected.

The Board of Commissioners and staff have developed a good-working relationship with Mr. Walton who has performed his duties as ICEO admirably, and find it to be in the best interest of Pierce Transit to continue under his leadership until a permanent CEO is hired.

The Pierce Transit Board of Commissioners desires to enter into a new employment contract with James L. Walton to serve as the Interim Chief Executive Officer with the same terms and conditions as the previous contract, but with a term of March 24, 2015 and ending on or before May 31, 2015.

ALTERNATIVES:

Do not authorize a new employment contract with James L. Walton, and instead appoint an alternate person to serve as the Interim Chief Executive Officer.

RECOMMENDATION:

Approve Resolution No. 15-019, authorizing a new employment contract with James L. Walton to serve as the Interim Chief Executive Officer of Pierce Transit from March 24, 2015 until on or before May 31, 2015.

RESOLUTION NO. 15-019

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing a New Employment Contract with James L. Walton to Serve as the Interim Chief Executive Officer

WHEREAS, by Resolution No. 14-056, approved on the 13th day of October 2014, the Board of Commissioners of Pierce Transit approved an employment contract with James L. Walton to serve as the Interim Chief Executive Officer (ICEO) from September 23, 2015- March 21 2015; and

WHEREAS, Pierce Transit is actively recruiting for a permanent Chief Executive Officer (CEO) and anticipates that a permanent CEO will be employed by May 31, 2015; and

WHEREAS, the Board of Commissioners and Staff have developed a good-working relationship with Mr. Walton who has admirably performed his duties as ICEO; and

WHEREAS, Pierce Transit will benefit from Mr. Walton's assistance in the transition of the agency to the new, permanent CEO; and

WHEREAS, the Board of Commissioners wishes to negotiate a new employment contract with Mr. James L. Walton with the same terms and conditions as the previous contract, but with a new term from March 24, 2015 until on or before May 31, 2015; and

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

Section 1. The Board of Commissioners authorizes a new employment contract for James L. Walton to serve as the Interim Chief Executive Officer from March 24, 2015 until on or before May 31, 2015, pursuant to the terms and conditions set forth in Exhibit A.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 9th day of March, 2015.

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC

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2

Clerk of the Board

**PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION
INTERIM CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT**

This Interim Chief Executive Officer Employment Agreement (“Agreement”) is entered into between Pierce County Public Transportation Benefit Area Corporation (“Pierce Transit”) and James L. Walton (“Executive”), and is effective as of March 24, 2015 (the “Effective Date”).

RECITALS

A. The Board of Commissioners (“the Board”) of Pierce Transit is authorized under RCW 36.57A and under Pierce Transit Code, §2.2.010 and §2.28.010, to enter into contracts on behalf of Pierce Transit and to appoint and fix the compensation of its Chief Executive Officer.

B. Pierce Transit is in the process of conducting a national search for a permanent Chief Executive Officer. In the interim, before it chooses a candidate for that role, Pierce Transit needs to appoint an Interim CEO to fulfill the duties and functions of the CEO. Pierce Transit’s Board determined that it was in Pierce Transit’s best interests to appoint an Interim CEO who will not be a candidate for the regular CEO appointment.

C. Executive has served as Pierce Transit’s Interim Chief Executive officer from September 23, 2014 to March 21, 2015, when his contract expired. He has performed his Interim CEO job admirably and to the satisfaction of the Board. Because Pierce Transit’s search for a permanent CEO is not yet complete, Pierce Transit wishes to re-hire Executive as its Interim CEO. Executive has indicated his willingness to again serve as Pierce Transit’s Interim CEO. The parties therefore enter into this Agreement on the following terms and conditions.

AGREEMENTS

In consideration of Executive’s employment by Pierce Transit, Executive’s receipt of benefits under this Agreement, and the other covenants in this Agreement, the parties agree as follows:

1. At-will Employment. Subject to the notice period set forth in Paragraph 6 below, Pierce Transit shall employ Executive, and Executive shall serve, as an at-will employee of Pierce Transit, on the terms and conditions in this Agreement.

2. Duties. Executive shall serve as Interim Chief Executive Officer. As such, Executive shall be responsible for general supervision and management of the affairs of Pierce Transit under the direction of the voting members of the Board of Commissioners, or an appropriate committee of the Board, and shall perform such other duties and responsibilities as may be assigned from time to time by the voting members of the Board of Commissioners, or an appropriate committee of the Board. The duties and responsibilities of the Interim Chief Executive Officer shall include but are not limited to the job description which is attached to this contract and which may be amended from time to time. Executive shall comply with all of Pierce Transit’s policies and procedures, as modified from time to time.

3. Attention and Effort. Executive shall devote his full working time, energies, and best efforts to Pierce Transit’s business and affairs, and shall faithfully and

diligently serve Pierce Transit's interests. Executive shall not engage in any other business or employment activity (whether or not pursued for gain or profit) without notifying the Board of Commissioners in advance. Executive may accept reimbursement, in compliance with applicable law, from outside agencies or groups for travel and lodging expenses incurred in connection with work-related conferences, meetings or conventions. The Board has been apprised of Executive's involvement as a Board member at Commencement Bank; Foundation for Tacoma Students; William Factory Small Business Incubator; Goodwill Heritage Foundation; and Franke Tobey Jones Retirement Community and approves Executive's continued involvement with these enumerated activities.

4. Compensation and Benefits. Executive shall receive the following compensation and benefits:

(a) Salary/Benefits. Executive's Base Salary ("Salary") shall be \$165,000.00 per annum. Salary shall be paid in substantially equal periodic installments in accordance with Pierce Transit's ordinary payroll schedule. All payments shall be subject to standard employee withholding taxes and deductions.

(b) Fringe Benefits. Executive may participate in all benefit programs that Pierce Transit from time to time makes available to other full-time, salaried employees, except that Executive may not participate in the Washington State Public Employees' Retirement System. His participation in any benefit shall be subject to applicable eligibility and other restrictions as set forth in the applicable summary plan description or other policy description. Pierce Transit may modify or eliminate benefits from time to time. Executive may opt out of any offered benefits and may be paid the same amount that any other Pierce Transit employee would be paid in the event of opting out of any benefit.

(c) Paid Vacation. In addition to sick leave benefits and holidays available to all other regular Pierce Transit employees, Executive shall be permitted to take up to a total of twenty (20) paid vacation days off, pro-rated for partial years of service, during each calendar year, including for 2015. The Executive may be compensated at the time of separation of employment for accrued but unused vacation days.

(d) Expenses. In accordance with Pierce Transit policies, Executive shall be reimbursed for all reasonable authorized travel and business expenses incurred in connection with Pierce Transit duties following receipt of such documentation as Pierce Transit may require for other management employees.

(e) Contribution to 401(a). Pierce Transit shall pay Executive an additional \$250 per pay period into Executive's 401(a) account.

(f) Automobile allowance. Executive shall receive an automobile allowance of \$300 per month for local business travel in Executive's personal vehicle. In addition, Executive shall have the use of a Pierce Transit automobile for emergency situations or for travel on Pierce Transit business outside the confines of Pierce County, subject to Pierce Transit policies on use of Agency vehicles. Pierce Transit shall pay the

liability, property damage and comprehensive insurance, and for the purchase or lease, operation, maintenance, repair, and regular replacement of the Pierce Transit automobile.

(g) Taxes and Deductions. All payments under this Agreement shall be subject to taxes and other deductions as required by law.

5. Term of Agreement. This agreement shall become effective on March 24, 2015, and shall expire on May 31, 2015 subject to the option of both parties to renew for thirty (30) day periods upon written agreement and fourteen (14) days' notice of intent to renew.

6. Termination. Executive's employment with Pierce Transit shall be terminated upon the occurrence of any one or more of the following events:

(a) At the election of Pierce Transit, upon fourteen (14) days' written notice to Executive, with or without Cause. "Cause" shall mean Pierce Transit's determination that Executive has committed an act or acts constituting any of the following: (i) dishonesty, fraud, misconduct or negligence in connection with Pierce Transit duties; (ii) failure or refusal to attend to the duties or obligations of Executive's position, or to comply with Pierce Transit's rules, policies or procedures or with Executive's duties under this Agreement; or (iii) any other reason that constitutes cause under Washington law.

(b) At the election of Executive, upon fourteen (14) days' written notice to Pierce Transit.

7. Payments and Other Financial Obligations Upon Termination. Upon termination of Executive's employment, Pierce Transit shall pay Executive's Salary through the date of termination, and provide such other payments and benefits as this agreement and applicable law may require.

8. Confidentiality.

(a) "Confidential information" means information that Pierce Transit designates as being confidential or that, under the circumstances surrounding the disclosure of the information, ought in good faith be treated as confidential. "Confidential information" includes, without limitation: (i) Pierce Transit's business practices and strategic plans; (ii) technical, financial, marketing, personnel or other technical or business information or trade secrets of Pierce Transit; and (iv) information received from third parties that Pierce Transit is obligated to treat as confidential. Confidential Information disclosed to Executive by any Pierce Transit employee, contractor and/or agent is covered by this Agreement. "Confidential Materials" means all tangible or written materials containing Confidential Information, including without limitation, written or printed documents, email correspondence and attachments, electronic files, and computer disks, whether machine or user readable.

(b) Executive shall not use Confidential Information or Materials for any purpose other than to further Pierce Transit's business interests as requested by Pierce Transit and, without limiting the foregoing, Executive shall not use Confidential

Information or Materials for the benefit of himself or any third party. Executive shall not disclose any Confidential Information or Materials to any third party without the express prior written permission of Pierce Transit. Executive shall at all times keep Confidential Information and Materials confidential and shall take all reasonable security precautions to keep confidential and protect Confidential Information from unauthorized access and use. Executive may directly or indirectly reproduce, summarize and distribute Confidential Information and Materials only in pursuance of Pierce Transit's business as requested by Pierce Transit, or otherwise as provided hereunder.

(c) Executive's obligations pursuant to this Paragraph 8 shall remain in effect for the longest time permitted by applicable law. If Executive is required by subpoena or otherwise to disclose Confidential Information or Materials, Executive shall give Pierce Transit notice of the proposed disclosure as soon as practicable after learning of the subpoena or the disclosure requirement and shall make any such disclosure in a manner so as to maximize the protection of the information from further disclosure.

9. Return of Documents and Property. At termination of employment, or earlier if requested, Executive shall promptly surrender to Pierce Transit, without retaining copies, all tangible and intangible things which are or contain Pierce Transit records, Confidential Information or Materials. Executive shall also return all files, correspondence, memoranda, computer software and print-outs, work papers, files, client lists, and other property or things which Pierce Transit gave to Executive, which Executive created in whole or part within the scope of his employment, or to which he had access, even if they do not contain Confidential Information or Materials. Also, at the time of termination from Pierce Transit, regardless of reason, Executive shall in good faith take all acts necessary and reasonable to assure that his work is efficiently transitioned to Pierce Transit. If there is a pending investigation, public records request, or litigation or threatened litigation involving Pierce Transit, and at the request of the Chair or Vice Chair of the Pierce Transit Board of Commissioners, Executive will allow Pierce Transit to utilize an outside vendor to download and capture any Pierce Transit records that are stored on Executive's personal computer, smartphone, or other device.

10. Other Restrictions. During employment with Pierce Transit and continuing for six (6) months thereafter, regardless of the reason for termination, Executive shall not, unless Pierce Transit gives its prior written consent: (i) take any action calculated to divert from Pierce Transit any opportunity within the scope of its then business; (ii) solicit, hire or otherwise engage any person who had been employed by Pierce Transit during the last six (6) months before Executive's termination, to perform services for Executive or any other person or entity; or, (iii) solicit, divert, or in any other manner persuade or attempt to persuade any Pierce Transit customer or supplier to alter or discontinue its relationship with Pierce Transit. Executive acknowledges that the covenants in this Paragraph 10 are reasonable in scope, area and duration and are necessary to further Pierce Transit's legitimate interests in protecting its Confidential Information and Materials, business and good will.

11. Copyrights. Executive acknowledges and agrees that any and all copyrightable works prepared or contributed to by Executive within the scope of Executive's employment by Pierce Transit will be works made for hire for purposes of U.S. copyright law,

that Pierce Transit will own all rights under copyright in and to such works, and that Pierce Transit will be considered the author of all such works. If and to the extent that any jurisdiction should fail to deem any copyrightable work prepared by Executive within the scope of Executive's employment by Pierce Transit to be a work made for hire that is authored and owned by Pierce Transit, Executive hereby irrevocably assigns to Pierce Transit all right, title and interest in and to such work.

12. Remedies.

(a) For Alleged Breach of Paragraph 8, 9 or 10. Executive acknowledges that Pierce Transit would be greatly injured by, and has no adequate remedy at law for any breach by Executive of Paragraph 8, 9 or 10. Executive therefore consents that if such breach occurs or is threatened, Pierce Transit may, in addition to all other remedies, enjoin Executive (together with all persons acting in concert with him) from such breach or threatened breach. If an injunction is granted, the periods in Paragraph 10 shall be extended so as to commence when such injunction is entered.

(b) For Any Other Breach. The parties shall submit any dispute arising out of the alleged breach of any other provision of this Agreement to final and binding arbitration in Pierce County, Washington, by a mutually agreed sole neutral arbitrator in accordance with the then-current AAA National Rules for the Resolution of Employment Disputes or other agreed alternative dispute resolution organization rules. The arbitrator need not be an AAA arbitrator but shall be experienced in arbitrating general employment matters. If the parties cannot agree on an arbitrator, then the AAA will select an arbitrator experienced in arbitrating general employment matters. The arbitrator must base his or his award on the provisions of this Agreement and applicable law and must issue a written award that includes an explanation of the reasons for such award. Any court of competent jurisdiction may enter judgment upon the award.

(c) Attorneys' Fees. In any lawsuit or arbitration arising out of or relating to this Agreement, the prevailing party shall recover reasonable his or its costs and reasonable attorneys' fees.

(d) Venue and Jurisdiction/Controlling Law. Subject to Paragraph 12(b) for any claim or cause of action arising under or relating to this Agreement, Pierce Transit and Executive consent to the exclusive jurisdiction of the Pierce County, Washington Superior Court, or a federal court serving Pierce County, Washington, and waive any objection based on jurisdiction or venue, including *forum non conveniens*; provided, however, if either party seeks injunctive relief, it may file such action wherever in its judgment relief might most effectively be obtained. Washington law shall apply.

13. Assignment. Pierce Transit may assign rights and duties under this Agreement, but Executive may not. This shall bind Executive's heirs and personal representatives, and inure to the benefit of Pierce Transit and its successors and/or assigns.

14. Freedom to Contract. Executive warrants that as of the time he begins work under this Agreement he has the full power and authority to enter into and perform according to the terms of this Agreement and is under no disability or obligation, express or implied, to any other party, including former employers, that prevents him from entering into this Agreement and from complying with all of its provisions to the fullest extent, and that no third party approval or consent is necessary for Executive's entry into or performance under this Agreement. Executive shall comply fully with all confidentiality obligations owed to all third parties, including all former employers, and shall not disclose to Pierce Transit any trade secret or proprietary information of any third party.

15. Complete Agreement and Miscellaneous. This Agreement is the entire agreement between the parties on its subject matters, and supersedes all prior and contemporaneous agreements, discussions and understandings. No waiver, modification or termination of any term of this Agreement shall be effective unless in writing and signed by both parties. If any provision as written is deemed unlawful, overbroad or otherwise unenforceable, the parties agree to follow a construction which will give Pierce Transit the maximum protection which is reasonable and permissible under the circumstances (including, if necessary, a reduction in the time and/or geographic scope of nondisclosure and/or restrictive covenants), or if this is not possible, it shall be deemed severed. The failure, delay or forbearance on the part of either party to insist on strict performance of any provision of this Agreement, or to exercise any right or remedy, shall not be construed as a waiver. The waiver of any right or remedy by either party in one or more instances shall not excuse the strict performance of the duties and obligations on the part of the other party.

16. Legal Representation. Executive has been represented by counsel of his own choosing in connection with this Agreement, or has chosen not to seek such counsel. As the parties have cooperated in the drafting and negotiation of this Agreement, this Agreement shall not be construed against either party as the drafter. Executive understands this Agreement and acknowledges that the restrictions in this Agreement are fair and reasonable.

17. Severability. The provisions of this Agreement are severable. The invalidity of any provision will not affect the validity of other provisions of this Agreement.

18. Survival. The rights and obligations of the parties under this Agreement shall survive the Term, termination of this Agreement, and the termination of employment of Executive, however caused, and/or the assignment of this Agreement by Pierce Transit to any successor in interest or other assignee.

(Signatures on following page)

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective on the date indicated above.

EMPLOYER:

EXECUTIVE:

Rick Talbert, Chair
Board of Commissioners
Pierce County Public Transportation
Benefit Area Corporation

James L. Walton

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

General Counsel

FACT SHEET

TITLE: A Resolution Authorizing Execution of an Exclusive Negotiation Agreement (ENA) with Cody Development Corporation, Regarding Development of 415 East 25th Street, Tacoma, WA

DIVISION: Finance

ORIGINATOR: Janine Robinson, Sr. Planner, Transit Development

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT: N/A

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS: Proposed Resolution

BUDGET INFORMATION

2015 Budget Amount

Required Expenditure

Impact

N/A

\$0

N/A

Explanation: There is no direct cost associated with entering into the Exclusive Negotiation Agreement.

BACKGROUND:

In December of 1999, Pierce Transit acquired the site at 415 E 25th using 86.5% Federal Transit Administration (FTA) funds amounting to \$496,000. It has served as a construction staging area and storage facility adjacent to the Tacoma Dome Station; however, the property has been on the Agency's Excess Real Property Plan for a number of years with a view towards Transit-Oriented Development (TOD).

Mid-2013, Pierce Transit worked cooperatively with the Tacoma Housing Authority (THA) on a Feasibility Study for development of a mixed-use residential/commercial TOD on the property.

April of 2014, Pierce Transit and the City of Tacoma Community and Economic Development Department decided to work jointly to seek a developer to implement a Transit-Oriented Mixed Use Development.

June 16, 2014, a Request for Interest (RFI) was issued publicly by the City of Tacoma.

August 25, 2014, the Tacoma Housing Authority (THA) submitted a Letter of Interest in response to the RFI.

September 30, 2014, a letter was sent to THA stating that the RFI was to be re-released clarifying objectives for the project.

October 2014, the City reissued a clarified RFI and also began proactively seeking out and touring potential developers.

January 30, 2015, the City received three Statements of Interest in the site.

February 20, 2015 a Selection Committee of two City of Tacoma and two Pierce Transit staff members completed review of the proposals, reference checks and interviews with the three interested teams. Following that process, the Committee recommends Cody Development Corporation's proposed project and team.

February 24, 2015 the Pierce Transit Executive Team approved forwarding the staff recommendation to the Board.

The recommended development team has strong experience developing mixed-use residential/commercial buildings and Transit-Oriented Developments on pioneering sites in Oregon and California, and excellent references. They propose to include 20% of the units as workforce housing at 80% of Area Median Income (AMI) and plan to take advantage of the City of Tacoma's 12-year Multi-family Property Tax Exemption Program. There is potential for this to be a significant catalyst to further development in the Dome District.

The ENA will provide a period of time during which a developer can complete due diligence and solidify project plans. The developer will make a refundable deposit in return for a promise by the seller not to discuss or entertain proposals or offers from any other buyer. A project description consistent with the Statement of Interest will be included.

During the ENA period staff will update the appraisal for the site and seek FTA approval of the transaction so that development can proceed expeditiously if Pierce Transit and the developer can come to terms.

By the expiration of the ENA period, a Disposition and Development Agreement (or other form to be determined by counsel) will be brought forward for consideration of the Board, or the developer may withdraw. The City of Tacoma has expressed commitment to continue to assist Pierce Transit throughout this process.

ALTERNATIVES:

Do not sign an ENA with the recommended developer.

RECOMMENDATION:

Approve Resolution No. 15-020, authorizing Pierce Transit to enter into and execute an Exclusive Negotiation Agreement with Cody Development Corporation regarding Development of 415 East 25th Street, Tacoma, WA.

RESOLUTION NO. 15-020

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Execution of an
2 Exclusive Negotiation Agreement (ENA) with Cody Development Corporation Regarding
3 Development of 415 East 25th Street, Tacoma, WA
4

5 WHEREAS, Pierce Transit acquired property at 415 East 25th Street in Tacoma, WA in 1999 during
6 construction of Tacoma Dome Station; and

7 WHEREAS, the subject property was acquired using 86.5% Federal Transit Administration funds,
8 amounting to \$496,000; and

9 WHEREAS, the property is considered Excess Real Property and is an excellent candidate for Transit-
10 Oriented Development; and

11 WHEREAS, the City of Tacoma Economic Development Department has assisted Pierce Transit with
12 soliciting interested developers through a Request for Interest; and

13 WHEREAS, three developers responded with Statements of Interest for development of the site; and

14 WHEREAS, Pierce Transit and City Staff completed review of the proposals, reference checks and
15 interviews with the three interested developer teams; and

16 WHEREAS, staff recommends selection of the Cody Development Corporation's project and team; and

17 WHEREAS, an Exclusive Negotiation Agreement (ENA) with the developer will provide a period of
18 time in which the developer can complete due diligence and solidify project plans; and

19 WHEREAS, the ENA will require a refundable deposit from the developer and will require Pierce
20 Transit not to discuss or entertain proposals or offers from any other potential developer; and

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

22 Section 1. The Board of Commissioners authorizes Pierce Transit to enter into and execute an
23 Exclusive Negotiation Agreement (ENA) with Cody Development Corporation regarding Development of
24 415 East 25th Street, Tacoma, WA.

25 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
26 the 9th day of March, 2015.
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PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board