



PIERCE TRANSIT BOARD MEETING
Training Center, Rainier Room
3720 96th Street SW, Lakewood, WA
June 8, 2015, 4:00 PM

A Study Session will be held before this meeting at 3:00 PM.

AGENDA

CALL TO ORDER

ROLL CALL

SPECIAL BUSINESS

- Welcome New Chief Executive Officer
- Election of Chair and Vice Chair

PRESENTATIONS

- Operator of the Month for April 2015 ~
David Blount
Hazel Whitish
Transit Operator Assistant Manager
- Financial Update
Wayne Fanshier
Chief Financial Officer

PUBLIC COMMENT

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

PUBLIC HEARING

(Citizens wishing to provide comment will be given three minutes to comment on the subject of the public hearing.)

p. 1

- NE Tacoma Demonstration Project

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.)

- p. 3 1. Approval of Vouchers, May 1 and June 1, 2015
- p. 27 2. Minutes: Regular Board Meetings of February 9, 2015
- p. 33 3. First Quarter Sole Source Report/100K Report
- p. 35 4. FS 15-031, A Resolution Authorizing Housekeeping Amendments to Pierce Transit Code Section 3.72, Fare Schedule
- p. 51 5. FS 15-032, A Resolution Authorizing Execution of Interlocal Agreement with Washington State Transit Insurance Pool (WSTIP)
- p. 61 6. FS 15-033, A Resolution Authorizing the Purchase of Thirty (30) Paratransit Vans from the Existing Multi-year Contract with Schetky Northwest Sales, Inc.
- p. 65 7. FS 15-034, A Resolution Ratifying an Agreement for Facilities Access and Vehicle Use Between Lakewood Police Department and Pierce Transit
- p. 73 8. FS 15-036, A Resolution Authorizing Amendment of the 2015 Capital Budget to Add the Tacoma Dome Station Bike Cage Project to the 2015 Capital Budget
- p. 77 9. FS 15-037, A Resolution Authorizing the Purchase of Twenty-Five (25) Ford Transit Connect, 7-Passenger Replacement Vanpool Vans from Washington State Contract No. 03613

ACTION AGENDA

- p. 81 1. Resolution No. 15-036, Commending James L. Walton for His Service as Interim Chief Executive Officer Chair
- p. 85 2. FS 15-038, A Resolution Authorizing Implementation of the Northeast Tacoma Demonstration Project as Presented Ryan Wheaton
Business Partnerships Administrator
- p. 124 3. FS 15-039, A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute a New Multi-Year Interlocal Agreement with Sound Transit for ST Express Bus Service Operations and Maintenance, Effective July 1, 2015 Doug Middleton
Chief of Operations

INFORMATIONAL BOARD ITEMS

- Chair Report Chair
- Sound Transit Update Commissioners Strickland/McCarthy

- Commissioners' Comments

Board of Commissioners

STAFF UPDATES/DISCUSSIONS

Monica Adams
Senior Planner

- Update Regarding Cameras on Buses and 112th and Pacific

EXECUTIVE SESSION

Potential litigation ~ RCW 42.30.110 (1)(i); RCW 42.30.140(4)(b) ~ Labor negotiations

ADJOURNMENT

**PIERCE TRANSIT
NOTICE OF PUBLIC HEARING
PROPOSED SERVICE CHANGES EFFECTIVE SEPTEMBER 27, 2015**

A public hearing will be held as part of the Board of Commissioners' meeting on June 8, 2015. The meeting begins at 4:00 PM and will be held in the Pierce Transit Rainier Conference Room, 3720 96th Street SW, Lakewood, Washington. The purpose of the hearing is to allow public comment on proposed changes to Pierce Transit bus service.

Pierce Transit is considering a demonstration project intended to increase service in NE Tacoma. This community-based service demonstration would improve connections with Federal Way and Downtown Tacoma. This recommendation will also go before the Board of Commissioners to take action at the June 8th meeting for authorization of a one-year demonstration project.

For more information on the proposed demonstration project, please visit Pierce Transit's website: www.piercetransit.org, or contact Ryan Wheaton at 253-589-6892, or by email at rwheaton@piercetransit.org.

If you are unable to attend the public hearing, please forward written comments by June 5, 2015. Please address your comments to:

Pierce Transit Business Development Division
ATTN: Ryan Wheaton, Business Partnership Administrator
P.O. Box 99070
Lakewood, WA 98496-0070
Or email at rwheaton@piercetransit.org

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

Deanne Jacobson
Clerk of the Board

Published in the Tacoma Daily Index and Tacoma News Tribune on May 28, 2015.

**PIERCE TRANSIT
BOARD OF COMMISSIONERS
MINUTES**

February 9, 2015

CALL TO ORDER

Chair Talbert called the meeting to order at 4:04 PM. He announced that he has another engagement after this meeting and will need to leave the meeting by 5:00 PM.

Commissioners present:

Rick Talbert, Chair of the Board, Pierce County Councilmember
Steve Vermillion, Vice-Chair, City of Puyallup Councilmember
Don Anderson, City of Lakewood Mayor (arrived at 4:25 PM)
Marilyn Strickland, City of Tacoma Mayor (arrived at 4:06 PM and left at 6:04 PM.)
Daryl Eidinger, City of Edgewood Mayor (*representing Fife/Milton/Edgewood*)
Lauren Walker, City of Tacoma Councilmember
Pat McCarthy, Pierce County Executive (arrived at 4:15 PM)
Nancy Henderson, Town of Steilacoom Councilmember
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)

Commissioners excused:

Kent Keel, City of University Place Councilmember

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
Deanne Jacobson, Clerk of the Board
Angela Woods, Deputy Clerk of the Board

PRESENTATIONS

Operator of the Month for December 2014, Martin Van Scyoc

Transit Operator Assistant Manager Scott Gaines recognized Mr. Scyoc for his service at Pierce Transit and spoke highly about his great attendance record, noting he has missed only three days of work in seven years. He commended him for his positive attitude and great customer service skills.

Mr. Scyoc thanked Pierce Transit for the award and noted that he loves what he does for a living.

Various Commissioners thanked Mr. Scyoc for his service.

Financial Update

Chief Financial Officer Wayne Fanshier reviewed the finance brochure for February and discussed the sales tax trends through November of 2014. He noted that Pierce Transit is still unsure about the impacts the Joint Base Lewis McCord reductions and the pending labor contract will have on the Agency. He also noted that boardings are down about 1 percent.

PUBLIC COMMENT

Chair Talbert provided instructions for public comments.

- Walter Hurd, commented that the buses are crowded after 6:00 PM on 24th and Pacific. He suggested the bus run an additional hour. He talked about the location of bus stops near the Fred Meyer store in Tacoma.
- Lois Carman, Puyallup, Washington, requested bus service to Sumner.

Chair Talbert noted that the City of Sumner is no longer in Pierce Transit's boundary and suggested that they talk to the Mayor of Sumner.

- Tammy Cox, Lakewood, reported that lights in some of the bus shelters are not working; strollers are not being properly stored on the buses and riders are not paying for their bus ride. (*Commissioner Anderson arrived at 4:25 PM*). She requested a bus stop on Nyanza. She cautioned people from having blinking lights on their bikes because they can cause seizures.
- Cinderella Helga, Lakewood, submitted written comments, and expressed concern about the reduced fare pass because it could be complicate to find and (arrived at 4:15 PM) utilize it when your hands are full. She also noted that it isn't a good deal if you are only using the bus one time. She expressed concern about the all-day pass.
- Deborah Perry, Mayor of the City of Milton, noted that she supports the cancellation of Routes 503 and 504 because they are not efficient; however, more work is needed to be done. She said her city has a large senior population, and the route did not go where the seniors needed to go.

The City of Milton has 60 Running Start Students that travel to Tacoma Community College and University Place and service to these areas from Milton are not available. She noted that Senior, Student and Disabled bus passes cannot be purchased in the City of Milton and this is not convenient.

She noted that Pierce Transit's website did not show Milton routes and the system should be easier to use. She said the bus routes don't run long enough.

She complimented Pierce Transit staff, the bus operators, and the cleanliness of the buses noted that she appreciates Pierce Transit's efforts in working to find service solutions, but more work is needed.

PUBLIC HEARING NO. 1 ~ Puyallup Community Connector, Route 425

Service Innovation Administrator Tina Lee provided an overview of the Route 425 Demonstration Project and reminded the Board that the demonstration route is planned to run until June of 2015.

She noted that there has been a 12 percent reduction in SHUTTLE service since the route has been implemented. (*Comments received from the January 28, 2015 Puyallup Community Connector Open House were distributed to the Board Members.*)

Commissioner Strickland noted that it is important that the customers and citizens know that the connector is a Pierce Transit service.

Ms. Lee noted staff is working on the branding so citizens and customers are aware that the Connector is a Pierce Transit product.

Chair Talbert opened the public hearing and provided instructions relating to the comment period.

The following individuals spoke in favor of the Route 425 Demonstration Project:

- Ed Hrivnak, Assistant Fire Chief of Central Pierce Fire & Rescue
- Glen Basket, Operations Manager of Washington State Fair
- Pearl Campfield, Puyallup SHAG resident
- Pamela Darby, Puyallup, Sunset Gardens resident
- Glen Fisher, Puyallup, Sunset Gardens

The following individuals provided comments:

- Cinderella Helga, Lakewood, noted that people still need SHUTTLE service.
- Walter Hurd, Tacoma, hasn't taken Route 425, but it seems to be doing well. Recommended that bus stops be placed behind stoplights.
- Florence Wood, Silvercrest resident, noted that the Connector doesn't currently serve residents in her community and requested that the Connector be extended to them. She noted that many residents don't qualify for SHUTTLE so this would be a good resource.
- Lois Carman, echoed the comments of Florence Wood, and requested service at Silvercrest.
- Ron Gintz, Campus Community Manager for Sunset Gardens, reported that just over 111 residents out of 300 residents signed up for the ORCA card. The service gives them independence. He suggested that the fare be raised to \$1.00 and said that 45- minute intervals would be fine and could help accommodate Silvercrest and Pierce College.
- Shelly Schlumpf, President of Puyallup Chamber of Commerce, noted her support for the program. She said the younger generation doesn't plan to have a vehicle and may be public transportation users. She stated that citizens may not understand what the Connector is and they would like to be a partner to Pierce Transit in helping with the education. She suggested that future destinations of the Connector include the Puyallup Farmers Market and US Open.

Chair Talbert closed the Public Hearing at 5:06 PM. (Chair Talbert left the meeting at 5:06 PM and passed the gavel to Vice Chair Vermillion to Chair the remainder of the meeting.) (Commissioner McCarthy temporarily left the room at 5:06 PM.)

PUBLIC HEARING NO. 2 ~ Revised Fare Structure For The Gig Harbor Trolley

Vice Chair Vermillion reviewed the public hearing rules.

Tina Lee provided an overview.

The Public Hearing was opened at 5:09 PM.

- Walt Herd, Lakewood, provided comments relating to ORCA (*Commissioner McCarthy* returned at 5:11 PM).
- Cinderella Helga, Lakewood, suggested that citizens could get their picture taken on the Trolley, and it could help with revenue. She noted her support for the Trolley.

Public Hearing closed at 5:12 PM.

CONSENT AGENDA

(Items listed below were distributed to Commissioners in advance for reading and study and are enacted with one motion.)

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

Motion **carried**, 7-0.

1. Approval of February 2, 2015 Vouchers
Operating Fund #10
Self-Insurance Fund #40
Capital Fund #90
Voucher Numbers CK 340872 through CK 341422
Wire Numbers 1433 through 1444
Total \$8,198,414.99
2. Minutes: Regular Board Meeting of January 12, 2015
3. FS 15-007, Approved Resolution No. 15-007, authorizing revision to the Gig Harbor Trolley fare structure as presented, effective June 1, 2015.
4. FS 15-008, Approved Resolution No. 15-008, authorizing the Chief Executive Officer to purchase ten (10) 7 passenger, grant-funded expansion vanpool vans from Washington State Contract No. 03613 in the amount of \$251,770.

ACTION AGENDA

1. FS 15-009, A Resolution Authorizing the Execution of an Interlocal Agreement with University of Washington Tacoma to Provide Lean Six Sigma Green Belt Certification Training to Pierce Transit Employees.

Commissioner Anderson and Strickland **moved** and seconded to adopt Resolution No. 15-009, authorizing the Chief Executive Officer to enter into and execute an Interlocal Agreement with University of Washington Tacoma to provide in-house Lean Six Sigma Green Belt Certification training to Pierce Transit employees in an amount not to exceed \$27,000 for calendar year 2015, for 40 hours of training.

Lean Administrator Chris Saffer provided a PowerPoint presentation on Lean Six Sigma and gave an overview of the number of projects scheduled to go through the process and the estimated return on investment the process could provide.

Commissioner McCarthy suggested that the focus be on issues that improve the experience for the customer.

Commissioner Strickland suggested that technology be a focus of Lean.

Commissioner McCarthy noted her support for the program if it improves efficiency.

Motion **carried**, 7-0.

2. FS 15-010, A Resolution Authorizing Final Payments to M.A.D. Construction, LLC. For Building 4, 2nd Floor Tenant Improvements.

Commissioners McCarthy and Walker **moved** and seconded to adopt Resolution No. 15-010, authorizing Pierce Transit to make final payments to M.A.D Construction, LLC, for Building 4, 2nd floor tenant improvements.

Project Manager Clint Steele presented on the item, noting that the Change Orders amounts exceeded the CEO's authority and approval by the Board is needed to close out the project.

Motion **carried**, 7-0.

INFORMATIONAL BOARD ITEM

Chair Report

Vice Chair Vermillion encouraged Commissioners to attend the Executive Finance Committee meetings pertaining to the CEO recruitment so that they understand the process.

He announced that the Executive Finance Committee will be interviewing CEO Candidates on February 27, 2015 at the Holiday Inn Express in downtown Tacoma. This portion of the meeting will be held in Executive Session. The interview schedule is still being finalized.

The Executive Finance Committee will also be reviewing the layout for the public forum meeting scheduled for March 19th and the full Board interviews scheduled for March 20th.

Sound Transit Update – Commissioner McCarthy spoke about an informational document that was distributed to Pierce County that explains the benefits of ST-3.

Commissioners Comments

Commissioner Strickland noted she appreciated the all-day work session especially in light of the economy improving.

Commissioner Anderson shared a positive experience that a rider experiences taking the Sound Transit Express bus from Lakewood to Seattle.

STAFF UPDATES/DISCUSSION

Sound Transit Update ~ Government Relations Officer Justin Leighton introduced Chelsea Levy, Government Relations Officer for Sound Transit, who discussed Sound Transit's future plans for growth and reviewed a PowerPoint presentation that depicted Sound Transit's District, projected population growths within the District, ridership, Long Range Plan, and preparation of a 2016 Ballot Measure that seeks additional revenue authority.

Commissioner Walker suggested that this be added to the 2015 Legislative Priorities.

Commissioners Walker and McCarthy **moved** and seconded to include support for the Sound Transit 3 plan in Pierce Transit's 2015 Legislative Priorities.

Commissioner Anderson expressed reservations about the property tax authority, noting it competes with schools, fires and other end users. He feels this will have political push back and does not support the property tax provision of the Sound Transit Plan 3.

Commissioner McCarthy noted the people will ultimately decide and will have the right to vote to implement other taxing authorities.

Commissioner Strickland noted that the proposed numbers for revenue authority are preliminary; the voters will be able to decide the taxing authority. It's important that Pierce Transit supports Sound Transit.

Commissioner Anderson noted that the population of King County will outnumber the voters in Pierce County.

Upon roll call vote, the motion **carried**, 4-3. (Commissioners Eidinger, Anderson and Henderson dissented) (*Commissioner Strickland left the meeting at 6:04 PM.*)

Government Relations Officer Justin Leighton discussed HB 2029 that could impact or change the current governance structure of the Pierce Transit Board.

EXECUTIVE SESSION

At 6:14 PM, the Regular Meeting was recessed into Executive Session for approximately 15 minutes pursuant to RCW 42.30.110 (1) (b), to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of decreased price; and RCW 42.30.140 (4)(a), labor negotiations. It was announced that no final action will be taken in open session following the Executive Session.

(Commissioners McCarthy and Walker left the meeting at 6:30 PM.)

At 6:30 PM, the Executive Session was extended an additional 10 minutes. No citizens were present at the meeting.

ADJOURNMENT

Vice Chair Vermillion reconvened and adjourned the meeting at 6:41 PM.

Deanne Jacobson, CMC
Clerk of the Board

Rick Talbert, Chair
Board of Commissioners

Sole Source/100K Report - 1st Quarter (1/1/15 - 3/31/15)

Change Orders & Amendments - Sole Source Over \$10,000					
Name	Description/Project	Explanation	Contract Amount	Eff. Date	
Gisela Ratajski Consulting	Procurement expertise specific to Pierce Transit	Consultant will assist the Procurement Manager and his staff with Triennial Review process.	\$30,000.00	1/1/2015	
Daphne Tackett Consulting	ORCA program administration	ORCA is a regional specialized system that requires knowledge of PT's policies and the ORCA system, and regional partners policies and agreements. Consultant has been performing this function in the past and has proven knowledge and ability to successfully perform this activity.	\$98,000.00	1/1/2015	
Contracts/Proprietary - Sole Source Over \$10,000					
Name	Description/Project	Explanation	Contract \$ Amount	Eff. Date	
None					
Other - Sole Source Over \$10,000					
Name	Description/Project	Explanation	Contract \$ Amount	Eff. Date	
NONE					
Contracts awarded over \$100,000 and below \$200,000					
Name	Description/Project	Explanation	Contract Amount	Eff. Date	
None					

Change Orders & Amendments: Master Agreements sometimes have Change Orders and Amendments. The reason could be for time

Contracts/Proprietary: The service or product is not provided by another vendor.

Other: A special circumstance when specialized knowledge or skill is needed for a project and there is limited time and vendors with the expertise.

FACT SHEET

TITLE: A Resolution Authorizing Housekeeping Amendments to Pierce Transit Code Section 3.72 – Fare Schedule and Superseding Resolution Nos. 05-070, 08-036, 09-028, 10-022, 11-022, 13-031 and 14-038

DIVISION: Finance

ORIGINATOR: Jay Peterson, Transit Development Manager

PRECEDING ACTION: Resolution No. 14-038, Authorizing Amendment of Pierce Transit Code Section 3.72, Fare Schedule

COORDINATING DEPARTMENT:

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed changes (red lined version)

BUDGET INFORMATION

2015 Budget Amount		Required Expenditure	Impact
Explanation:	N/A	N/A	N/A

BACKGROUND:

Pierce Transit SHUTTLE customers may pay their fare with cash, ticket or monthly pass. The monthly SHUTTLE pass is also valid on Pierce Transit local fixed route service (with a valid Regional Reduced Fare Permit) for conditionally eligible SHUTTLE customers. Conditionally eligible customers are customers eligible for SHUTTLE service but also eligible to use fixed route bus service for certain trips based on the limitations of their disability and/or geographic considerations.

In an effort to be more efficient, Pierce Transit is eliminating the current paper SHUTTLE pass on July 31, 2015 and replacing it with a “virtual pass.” Customers who purchase a “virtual pass” will not receive a hard copy pass. Their names will be transmitted to the SHUTTLE Customer Service office. When the purchaser of a “virtual pass” books a SHUTTLE trip, the trip manifest will be populated to indicate to the driver that the customer has a valid monthly pass.

Pierce Transit will no longer have to design, produce, print, deliver, inventory or reconcile monthly paper passes. This equates to a savings in time and money. Additionally, SHUTTLE customers will no longer have to obtain and keep track of a paper pass.

For conditionally eligible customers using local fixed route service, the former paper SHUTTLE pass will now be loaded on an ORCA card. There is no change to the fare, just a change to the pass material (paper to plastic). This change necessitates housekeeping edits to sections of the Pierce Transit Code regarding fares. While making this change, references to Olympia Express should also be eliminated as Pierce Transit no longer operates this service.

The proposed amendments to Pierce Transit Code Section 3.72 – Fare Schedule described in Exhibit A are housekeeping in nature and are necessary to reflect Pierce Transit's current service and operations.

ALTERNATIVES:

Do not authorize housekeeping edits to Pierce Transit's fare schedule. This is not recommended for it would not allow for time and money savings associated with a "virtual pass."

RECOMMENDATION:

Approve Resolution No. 15-030, authorizing housekeeping amendments to Pierce Transit Section 3.72- Fare Schedule as presented in Exhibit A, and superseding Resolution Nos. 05-070, 08-036, 09-028, 10-022, 11-022, 13-031 and 14-038.

RESOLUTION NO. 15-030

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Amendments of Pierce Transit Code Section 3.72, Fare Schedule and Superseding Resolution Nos. 05-070, 08-036, 09-028, 10-022, 11-022, 13-031 and 14-038

WHEREAS, the Revised Code of Washington 36.57A.090 provides the Board of Commissioners the authority to set fares; and

WHEREAS, by Resolution Nos. 05-070, 08-036, 09-028, 10-022, 11-022, 13-031 and 14-038, Pierce Transit has modified the Pierce Transit Code at Chapter 3.72 - Fare schedule changes were deemed necessary as part of the normal operations of the Agency; and

WHEREAS, effective August 1, 2015, Pierce Transit seeks to implement a virtual SHUTTLE pass for SHUTTLE customers which would allow those customers to book a trip, and the manifest for that trip to confirm the validity of their monthly pass without requiring the customer to keep track of a hard copy pass or mandating that the driver check for a valid pass; and

WHEREAS, also effective July 15, 2015, the agency seeks to replace its current paper monthly SHUTTLE pass with a product available through an ORCA pass for those customers who are conditionally eligible for SHUTTLE; and

WHEREAS, Pierce Transit Code should no longer reference Olympia Express fares since the Agency no longer operates Olympia Express service; and

WHEREAS, staff has determined that nonsubstantive, housekeeping changes to the Pierce Transit Code are in order to allow for the proposed virtual SHUTTLE pass, the ORCA product for conditionally eligible SHUTTLE riders, and to eliminate reference to the Olympia Express service; and

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

Section 1. The Board of Commissioners authorizes the amendments to Pierce Transit Code Chapter 3.72 – Fare Schedule as described in Exhibit A and said amendments shall be incorporated into Pierce Transit Code Section 3.72 – Fare Schedule; and

Section 2. Resolution Nos. 05-070, 08-036, 09-028, 10-022, 11-022, 13-031 and 14-038 are hereby superseded by this resolution and all actions previously taken pursuant to Resolution Nos. 05-070, 08-036, 09-028, 10-022, 11-022, 13-031 and 14-038 are hereby ratified and approved.

Pierce Transit Code Section 3.72 is hereby amended as follows:

"3.72.010 - Definitions.

3.72.020 - Local fixed route and Bus PLUS cash fares.

3.72.030 - Tickets.

3.72.040 - Local fixed route and Bus PLUS passes.

3.72.050 - SHUTTLE service fares.

3.72.060 - Transfers.

3.72.070 - Free riding privileges.

3.72.080 - Special event service.

3.72.090 - Special express and supplemental service.

3.72.100 - Special rates of fare.

3.72.110 - Conference and convention visitor passes.

3.72.120 - Bicycle locker rental rates.

3.72.130 - Vanpool Services—Defined—Fares.

3.72.010 - Definitions.

As used in this chapter:

A. "Accompanying companion" means a person who is traveling with a SHUTTLE customer, has the same origin and destination, but does not need to assist the SHUTTLE customer with travel needs.

B. "All-day pass" means a pass available for purchase on-board Pierce Transit vehicles or loaded on an ORCA card for local fixed route and Bus PLUS service. An all-day pass is valid for unlimited rides on the service day the pass is issued. All-day passes shall have no transfer value on other transit agencies service.

C. "Board of commissioners" means elected officials appointed by local jurisdictions to the Pierce Transit Board of Commissioners.

D. "Bus PLUS" means transit services differentiated from fixed route service by customer-initiated deviations from routes or schedules. Bus PLUS service does not require complementary Americans with Disabilities Act (ADA) paratransit service.

E. "Class pass" means a pass that allows up to thirty people riding together to make a one-day round trip, on local fixed route transit service.

F. "Disabled person (persons with disabilities)" means any person(s) with a mental, physical, or sensory disability that meets established criteria and has Pierce Transit-approved identification.

G. "Discounted fare" means the fare offered to senior citizens, persons with disabilities or individuals with a valid Medicare card. A valid regional reduced fare permit is required to obtain the discounted fare.

Resolution No. 15-030

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1 H. "Emergency situation" means adverse weather; fire/flood evacuation; threat of explosive devices, or
2 other regional emergencies requiring rapid movement of any group or groups of people.

3 I. "Federal law enforcement officer" means a commissioned civilian federal law enforcement agent, as
4 designated by the U.S. Attorney General and/or military police officers.

5 J. "Fixed route" means transit service using buses to provide service at designated bus stops along specific
6 routes on set schedules.

7 K. "Full-fare" means the fare for riders not specifically designated to qualify for a reduced fare.

8 L. "Personal care attendant" means a person traveling as an aide in order to facilitate travel by a disabled
9 person.

10 M. "Preschool child" means any person five years of age or younger when accompanied by a fare paying
11 passenger.

12 N. "Public safety officer" means a person commissioned by any state, county, or municipal law
13 enforcement or fire protection agency.

14 O. "PugetPass" means a regional bus pass valid for travel on Community Transit, Everett Transit, King
15 County Metro Transit, Kitsap Transit Sound Transit and Pierce Transit. PugetPass prices are set at thirty-six
16 times the trip value of the pass.

17 P. "Senior citizen" means any person sixty-five years of age or over with a Pierce Transit-approved
18 identification or a Regional Reduced Fare Permit (RRFP).

19 Q. Service day means the span of service that comprise a day of transit service. Service begins at 3:00 a.m.
20 and ends at 2:59 a.m.

21 R. "SHUTTLE" means specialized transportation (paratransit) for persons with disabilities.

22 S. "Special event" means any open to the public event of less than thirty days duration expected to attract
23 significant numbers of people.

24 T. "Youth" means any person six to eighteen years of age.

25
26 **3.72.020 - Local fixed route and Bus PLUS cash fares.**
27

28 A. The cash fare for full-fare riders shall be two dollars during all hours of operation.

29 B. The cash fare for youth riders shall be seventy-five cents during all hours of operation.

30 C. The discounted cash fare shall be seventy-five cents during all hours of operation.

31
32 **3.72.030 - Tickets.**
33

- 1 A. Full-fare tickets shall be two dollars per ticket.
- 2 B. Youth tickets shall be seventy-five cents per ticket.
- 3 C. Discounted tickets shall be seventy-five cents per ticket.
- 4 D. Tickets are not for sale to the general public. Only human/social service providers and schools may
- 5 purchase tickets from Pierce Transit.

6 **3.72.040 - Local fixed route and Bus PLUS passes.**

- 7 A. Full-fare all-day passes shall be two times the full-fare cash fare plus one dollar.
- 8 B. Youth all-day passes shall be two times the youth cash fare plus one dollar.
- 9 C. Discounted all-day passes shall be two times the discounted cash fare plus one dollar.
- 10 D. The full-fare monthly pass (two dollar Regional PugetPass) shall be seventy-two dollars.
- 11 E. The youth monthly pass (seventy-five cents Regional PugetPass) shall be twenty-seven dollars.
- 12 F. The discounted monthly pass (seventy-five cents Regional PugetPass) shall be twenty-seven dollars.
- 13 G. The Pierce Transit specific discounted monthly pass shall be twenty-seven dollars.
- 14 H. The summer youth pass shall be thirty-six dollars for unlimited youth rides during June, July and
- 15 August. The summer youth pass shall have no transfer value on Olympia Express or Sound Transit
- 16 services.
- 17 I. The class pass shall be forty-eight dollars.

18 **3.72.050 - SHUTTLE service fares.**

- 19 A. The cash fare shall be seventy-five cents.
- 20 B. The monthly pass shall be twenty-seven dollars.
- 21 C. One personal care attendant traveling with a SHUTTLE customer shall ride for free.
- 22 D. Accompanying companions may travel with SHUTTLE customers for the same fares as described in
- 23 subsections A and B of this Section.

24 **3.72.060 - Transfers.**

25 Transfers are allowed for customers using an ORCA card with e-purse pursuant to ORCA terms of use.

26 **3.72.070 - Free riding privileges.**

1 A. An unlimited number of children five years of age and under ride free on any Pierce Transit service
2 when accompanied by a responsible fare paying passenger.

3 B. General authority Washington peace officers of a general authority Washington law enforcement
4 agency, or fully commissioned federal peace officers may ride Pierce Transit service without payment of
5 fare provided such officers are in uniform or display their police badge(s) to the transit operator.

6 C. The board of commissioners of Pierce Transit shall ride free on all Pierce Transit services.

7 D. The chief executive officer or his delegate is authorized to provide free bus service under the
8 following conditions:

9 1. Free bus service must be for the purpose of transporting poor and/or infirm individuals to an
10 event for which there is no admission fee and from which the individual receiving the
11 transportation must directly benefit.

12 2. The free bus service will be provided only on regularly scheduled fixed routes. No additional
13 cost is to be incurred and no extraordinary effort is to be expended by Pierce Transit for the
14 provision of the free bus service.

15 3. The organization sponsoring the event must be a nonprofit organization.

16 4. The chief executive officer or his designee is authorized to suspend fares at such time an
17 emergency situation is determined to exist.

18 **3.72.080 - Special event service.**

19 The fare for special event transit service shall be equal to local fixed route fares for all fare categories. Up
20 to four children, ages 13 and under, may ride free when accompanied by a fare-paying passenger.

21 **3.72.090 - Special express and supplemental service.**

22 The rate for special express and supplemental service shall be based on the local direct hourly rate with a
23 minimum charge of two hours.

24 **3.72.100 - Special rates of fare.**

25 The chief executive officer is authorized to establish special rates of fare. These fares may be reduced or
26 increased from the published fare and shall be for the purpose of transit promotions, demonstration
27 projects or special events. The special rates of fare will have a time limit up to six months.

28 **3.72.110 - Conference and convention visitor passes.**

Pierce Transit is authorized to sell special conference and convention visitor passes. The pass per day rate shall be calculated at twice the full-fare cash fare.

3.72.120 - Bicycle locker rental rates.

A. The chief executive officer is authorized to set bicycle locker rental and key deposit rates at a nominal level which will encourage use, recover some administrative costs and allow for productive management.

B. Rates will be reviewed annually with thirty days' advance written notice of any rate change sent to all persons renting lockers.

3.72.130 - Vanpool Services—Defined—Fares.

A. Definitions.

1. "Commuter vanpool" is defined as the same basic group of people who usually travel one round trip per day. Fares will be set by the board of commissioners and will usually be collected through rider fares.

2. "Special use vanpool" is defined as one which serves a finite group of people and which is sponsored by an organization or an agency. Use of this vanpool is usually limited to that organization's or agency's staff and/or clients. Fares will be set by the chief executive officer to include either a fixed rate and mileage rate or a mileage rate that includes an amount estimated for full or partial recovery of the fixed rate, depending upon how fares are collected.

3. "Shared use vanpool" is defined as supplemental use of a given commuter vanpool which is used during non-commute hours primarily by social service agencies. The vanpool is used during commute hours as a commuter vanpool. Fares will be set by the chief executive officer and will be based on a mileage rate.

4. "Community vanpool" is defined as one that serves and is available without restriction to all members of a given community and is sponsored by a city, town, chamber or other representative group. Services are not limited to one round trip per day. Fares will be set by the board of commissioners to include a mileage rate, but will waive the fixed rate and will usually be collected through rider fares.

1 5. "Vanshare" is defined as a service that provides the link connecting short distance commuters
2 to established bus, train, or ferry service. This service will be limited to 20 miles or less round trip
3 per day and the monthly revenue will be a flat rate determined by the approved mileage rate.
4 B. Vanpool fares will be based on recovering a majority of the program's direct operating costs.
5 C. Vanpool fares will be reviewed annually with thirty days' advance written notice of any fare change
6 sent to all current vanpool participants."

7
8 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
9 the 8th day of June, 2015.

10 PIERCE TRANSIT

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

16 ATTEST/AUTHENTICATED

17 _____
18 Deanne Jacobson, CMC
19 Clerk of the Board

~~Appendix Exhibit A~~
Fare Code Housekeeping Edits

- ARTICLE IV. - FARES
- Chapter 3.72 - FARE SCHEDULE*
- 3.72.010 - Definitions.
- 3.72.020 - Local fixed route and Bus PLUS cash fares.
- 3.72.030 - Tickets.
- 3.72.040 - Local fixed route and Bus PLUS passes.
- ~~3.72.050 - Olympia Express cash fares.~~
- ~~3.72.060 - Olympia Express passes.~~
- 3.72.050~~70~~ - SHUTTLE service fares.
- 3.72.060~~80~~ - Transfers.
- 3.72.070~~90~~ - Free riding privileges.
- 3.72.080~~100~~ - Special event service.
- 3.72.090~~110~~ - Special express and supplemental service.
- 3.72.100~~20~~ - Special rates of fare.
- 3.72.110~~30~~ - Conference and convention visitor passes.
- 3.72.120~~40~~ - Bicycle locker rental rates.
- 3.72.130~~50~~ - Vanpool Services—Defined—Fares.

• ~~ARTICLE IV. - FARES~~

~~Chapter 3.72 - FARE SCHEDULE*~~

3.72.010 - Definitions.

As used in this chapter:

- A. "Accompanying companion" means a person who is traveling with a SHUTTLE customer, has the same origin and destination, but does not need to assist the SHUTTLE customer with travel needs.
- B. "All-day pass" means a pass available for purchase on-board Pierce Transit vehicles or loaded on an ORCA card for local fixed route and Bus PLUS service. An all-day pass is valid for unlimited rides on the service day the pass is issued. All-day passes shall have no transfer value on other transit agencies service.
- C. "Board of commissioners" means elected officials appointed by local jurisdictions to the Pierce Transit Board of Commissioners.
- D. "Bus PLUS" means transit services differentiated from fixed route service by customer-initiated deviations from routes or schedules. Bus PLUS service does not require complementary Americans with Disabilities Act (ADA) paratransit service.
- E. "Class pass" means a pass that allows up to thirty people riding together to make a one-day round trip, on local fixed route transit service.
- F. "Disabled person (persons with disabilities)" means any person(s) with a mental, physical, or sensory disability that meets established criteria and has Pierce Transit-approved identification.

- G. "Discounted fare" means the fare offered to senior citizens, persons with disabilities or individuals with a valid Medicare card. A valid regional reduced fare permit is required to obtain the discounted fare.
- H. "Emergency situation" means adverse weather; fire/flood evacuation; threat of explosive devices, or other regional emergencies requiring rapid movement of any group or groups of people.
- I. "Federal law enforcement officer" means a commissioned civilian federal law enforcement agent, as designated by the U.S. Attorney General and/or military police officers.
- J. "Fixed route" means transit service using buses to provide service at designated bus stops along specific routes on set schedules.
- K. "Full-fare" means the fare for riders not specifically designated to qualify for a reduced fare.
- L. "Personal care attendant" means a person traveling as an aide in order to facilitate travel by a disabled person.
- M. "Preschool child" means any person five years of age or younger when accompanied by a fare paying passenger.
- N. "Public safety officer" means a person commissioned by any state, county, or municipal law enforcement or fire protection agency.
- O. "PugetPass" means a regional bus pass valid for travel on Community Transit, Everett Transit, King County Metro Transit, Kitsap Transit Sound Transit and Pierce Transit. PugetPass prices are set at thirty-six times the trip value of the pass.
- P. "Senior citizen" means any person sixty-five years of age or over with a Pierce Transit-approved identification or a Regional Reduced Fare Permit (RRFP).
- Q. Service day means the span of service that comprise a day of transit service. Service begins at 3:00 a.m. and ends at 2:59 a.m.
- R. "SHUTTLE" means specialized transportation (paratransit) for persons with disabilities.
- S. "Special event" means any open to the public event of less than thirty days duration expected to attract significant numbers of people.
- T. "Youth" means any person six to eighteen years of age.

3.72.020 - Local fixed route and Bus PLUS cash fares.

- A. The cash fare for full-fare riders shall be two dollars during all hours of operation.
- B. The cash fare for youth riders shall be seventy-five cents during all hours of operation.
- C. The discounted cash fare shall be seventy-five cents during all hours of operation.

3.72.030 - Tickets.

- A. Full-fare tickets shall be two dollars per ticket.
- B. Youth tickets shall be seventy-five cents per ticket.
- C. Discounted tickets shall be seventy-five cents per ticket.

D. Tickets are not for sale to the general public. Only human/social service providers and schools may purchase tickets from Pierce Transit.

- **3.72.040 - Local fixed route and Bus PLUS passes.**

- A. Full-fare all-day passes shall be two times the full-fare cash fare plus one dollar.
- B. Youth all-day passes shall be two times the youth cash fare plus one dollar.
- C. Discounted all-day passes shall be two times the discounted cash fare plus one dollar.
- D. The full-fare monthly pass (two dollar Regional PugetPass) shall be seventy-two dollars.
- E. The youth monthly pass (seventy-five cents Regional PugetPass) shall be twenty-seven dollars.
- F. The discounted monthly pass (seventy-five cents Regional PugetPass) shall be twenty-seven dollars.
- G. The Pierce Transit specific discounted monthly pass shall be twenty-seven dollars.
- H. The summer youth pass shall be thirty-six dollars for unlimited youth rides during June, July and August. The summer youth pass shall have no transfer value on Olympia Express or Sound Transit services.
- I. The class pass shall be forty-eight dollars.

(Res. 05-070 §6 (Exh. A (part)))

(Res. No. 08-036, § 3, 10-13-2008; Res. No. 09-028, § 1, 12-14-2009; Res. No. 10-022, § 1, 9-13-2010; Res. No. 14-038, § 2, 7-14-2014)

- ~~**3.72.050 - Olympia Express cash fares.**~~

- ~~A. The full-fare cash fare on inter-county Olympia Express service shall be two dollars and fifty cents.~~
- ~~B. The discounted cash fare on inter-county Olympia Express service shall be one dollar and twenty five cents.~~
- ~~C. The cash fare on intra-county Olympia Express service shall be equal to local fixed route fares for all fare categories.~~

~~(Res. 05-070 §6 (Exh. A (part)))~~

~~(Res. No. 08-036, § 4, 10-13-2008; Res. No. 09-028, § 1, 12-14-2009; Res. No. 10-022, § 1, 9-13-2010)~~

- ~~**3.72.060 - Olympia Express passes.**~~

- ~~A. The full-fare monthly pass (two dollar and fifty cent PugetPass) shall be ninety dollars.~~
 - ~~B. The discounted monthly pass (one dollar and twenty five cents PugetPass) shall be forty five dollars.~~
- ~~(Res. 05-070 §6 (Exh. A (part)))~~

~~(Res. No. 08-036, § 5, 10-13-2008; Res. No. 09-028, § 1, 12-14-2009; Res. No. 10-022, § 1, 9-13-2010)~~

- **3.72.0570 - SHUTTLE service fares.**

- A. The cash fare shall be seventy-five cents.
- B. The monthly pass shall be twenty-seven dollars.
- C. One personal care attendant traveling with a SHUTTLE customer shall ride for free.
- D. Accompanying companions may travel with SHUTTLE customers for the same fares as described in subsections A and B of this Section.

(Res. 05-070 §6 (Exh. A (part)))

(Res. No. 10-022, § 1, 9-13-2010)

- **3.72.0680 - Transfers.**

Transfers are allowed for customers using an ORCA card with e-purse pursuant to ORCA terms of use.

(Res. 05-070 §6 (Exh. A (part)))

(Res. No. 14-038, § 3, 7-14-2014)

- **3.72.0790 - Free riding privileges.**

A. An unlimited number of children five years of age and under ride free on any Pierce Transit service when accompanied by a responsible fare paying passenger.

B. General authority Washington peace officers of a general authority Washington law enforcement agency, or fully commissioned federal peace officers may ride Pierce Transit service without payment of fare provided such officers are in uniform or display their police badge(s) to the transit operator.

C. The board of commissioners of Pierce Transit shall ride free on all Pierce Transit services.

D. The chief executive officer or ~~his~~ delegated designee is authorized to provide free bus service under the following conditions:

1. Free bus service must be for the purpose of transporting poor and/or infirm individuals to an event for which there is no admission fee and from which the individual receiving the transportation must directly benefit.

2. The free bus service will be provided only on regularly scheduled fixed routes. No additional cost is to be incurred and no extraordinary effort is to be expended by Pierce Transit for the provision of the free bus service.

3. The organization sponsoring the event must be a nonprofit organization.

4. The chief executive officer or ~~his~~ designee is authorized to suspend fares at such time an emergency situation is determined to exist.

(Res. 05-070 §6 (Exh. A (part)))

(Res. No. 10-022, § 1, 9-13-2010; Res. No. 11-022, 10-10-2011)

- **3.72.080100 - Special event service.**

The fare for special event transit service shall be equal to local fixed route fares for all fare categories. Up to four children, ages 13 and under, may ride free when accompanied by a fare-paying passenger.

(Res. 05-070 § 6 (Exh. A (part)))

(Res. No. 08-036, § 6, 10-13-2008)

- **3.72.090110 - Special express and supplemental service.**

The rate for special express and supplemental service shall be based on the local direct hourly rate with a minimum charge of two hours. (Res. 05-070 § 6)

(Exh. A (part)))

- **3.72.10020 - Special rates of fare.**

The chief executive officer is authorized to establish special rates of fare. These fares may be reduced or increased from the published fare and shall be for the purpose of transit promotions, demonstration projects or special events. The special rates of fare will have a time limit up to six months.

(Res. 05-070 § 6 (Exh. A (part)))

(Res. No. 09-028, § 1, 12-14-2009; Res. No. 10-022, § 1, 9-13-2010; Res. No. 13-031, § 1, 11-18-2013)

- **3.72.1~~1030~~ - Conference and convention visitor passes.**

Pierce Transit is authorized to sell special conference and convention visitor passes. The pass per day rate shall be calculated at twice the full-fare cash fare.

(Res. 05-070 § 6 (Exh. A (part)))

- **3.72.1~~2040~~ - Bicycle locker rental rates.**

A. The chief executive officer is authorized to set bicycle locker rental and key deposit rates at a nominal level which will encourage use, recover some administrative costs and allow for productive management.

B. Rates will be reviewed annually with thirty days' advance written notice of any rate change sent to all persons renting lockers.

(Res. 05-070 § 6 (Exh. A (part)))

- **3.72.1~~3050~~ - Vanpool Services—Defined—Fares.**

A. Definitions.

1. "Commuter vanpool" is defined as the same basic group of people who usually travel one round trip per day. Fares will be set by the board of commissioners and will usually be collected through rider fares.

2. "Special use vanpool" is defined as one which serves a finite group of people and which is sponsored by an organization or an agency. Use of this vanpool is usually limited to that organization's or agency's staff and/or clients. Fares will be set by the chief executive officer to include either a fixed rate and mileage rate or a mileage rate that includes an amount estimated for full or partial recovery of the fixed rate, depending upon how fares are collected.

3. "Shared use vanpool" is defined as supplemental use of a given commuter vanpool which is used during non-commute hours primarily by social service agencies. The vanpool is used during commute hours as a commuter vanpool. Fares will be set by the chief executive officer and will be based on a mileage rate.

4. "Community vanpool" is defined as one that serves and is available without restriction to all members of a given community and is sponsored by a city, town, chamber or other representative group. Services are not limited to one round trip per day. Fares will be set by the board of commissioners to include a mileage rate, but will waive the fixed rate and will usually be collected through rider fares.

5. "Vanshare" is defined as a service that provides the link connecting short distance commuters to established bus, train, or ferry service. This service will be limited to 20 miles or less round trip per day and the monthly revenue will be a flat rate determined by the approved mileage rate.

B. Vanpool fares will be based on recovering a majority of the program's direct operating costs.

C. Vanpool fares will be reviewed annually with thirty days' advance written notice of any fare change sent to all current vanpool participants.

(Res. 05-070 § 6 (Exh. A (part)); Res. 06-007 §§ 1—3)

FACT SHEET

TITLE: A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute a 2014 Interlocal Agreement with Washington State Transit Insurance Pool (WSTIP) for General Liability and Claims Services

DIVISION: Administration

ORIGINATOR: Alberto Lara, Chief Administration Officer

PRECEDING ACTION: Resolution No. 08-037, Join as a Full Member of WSTIP

COORDINATING DEPARTMENT: Risk

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, WSTIP 2014 Interlocal Agreement

BUDGET INFORMATION

2015 Budget Amount
N/A

Required Expenditure
N/A

Impact
N/a

BACKGROUND:

This resolution seeks authority to enter into and execute the proposed 2014 Interlocal Agreement (ILA) with the Washington State Transit Insurance Pool (WSTIP). The Agency's membership in WSTIP allows Pierce Transit to share in risk for general liability, including property and liability risks, loss control, risk management, employment matters, litigation, legal counsel for the defense of claims and other services that relate to this self-insurance pool program.

The proposed agreement does not contain substantive changes that relate to the insurance-related services WSTIP provides to Pierce Transit. The proposed interlocal has been approved by and WSTIP Board and approval from the Pierce Transit Board is required in order to remain a member of WSTIP. The proposed agreement is very similar to the prior membership Interlocal with WSTIP, and generally outlines WSTIP's governance, membership, funding

structure, and the powers of the WSTIP Board, committees, and Executive Director. The duration of the agreement is perpetual, unless terminated by the affirmative vote of at least three-fourths of all representatives or alternates.

ALTERNATIVES:

The alternative would be to not sign the agreement. This would be tantamount to Pierce Transit leaving the WSTIP member pool, which will require the Agency to make new arrangements for liability insurance or self-insurance.

RECOMMENDATION:

Approve Resolution No. 15-031, authorizing the Chief Executive Officer to enter into and execute a 2014 interlocal agreement with WSTIP for general liability and claims services.

RESOLUTION NO. 15-031

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to Enter Into and Execute a 2014 Interlocal Agreement with Washington State Transit Insurance Pool for General Liability and Claims Services

WHEREAS, RCW 48.62 empowers local government entities to join together to form a join self-insurance program pursuant to an interlocal agreement under RCW 39.34; and

WHEREAS, Pierce Transit has had a partial or full membership with WSTIP since July of 2001; and

WHEREAS, WSTIP has introduced amendments to the insurance pool interlocal agreement for Pierce Transit's consideration and said amendments are generally housekeeping in nature and are detailed in the Washington State Transit Insurance Pool (WSTIP) 2014 Interlocal Agreement, which is attached hereto as Exhibit A; and

WHEREAS, Pierce Transit seeks to continue its membership in the pool and desires for WSTIP to serve as the Agency's general insurer; and

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 a 2014 Interlocal Agreement with Washington State Transit Insurance Pool for general liability and claims services as presented in Exhibit A.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 8th day of June, 2015.

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board



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RAF: 3/10/14

Washington State Transit Insurance Pool 2014 Interlocal Agreement

Whereas, RCW 48.62 empowers local government entities to join together to form a joint self-insurance program; and

Whereas, the transit systems identified in Section 1 have previously joined together through an interlocal agreement to form the Washington State Transit Insurance Pool (**Pool**); and

Whereas, the transit systems desire to continue the **Pool** but to revise and clarify certain provisions through the adoption of this new interlocal agreement;

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

Section 1. Members. The local governmental entities set forth in the attached Membership Appendix are parties to this interlocal agreement and are **Members** of the **Pool**. The **Pool's** executive director shall update the appendix as necessary to reflect additions or deletions to membership.

Section 2. Definitions. The following terms are defined as follows:

- a. **Board**—the Board of Directors of the **Pool**.
- b. **Member**—a Washington public transit entity that has joined the **Pool** through the subscription of this interlocal agreement.
- c. **Pool**—the Washington State Transit Insurance Pool.

Throughout this agreement defined terms are in bold.

Section 3. Powers. The **Pool** is empowered to:

- a. Do all things necessary and proper for the establishment of self-insurance programs for property and liability risks.
- b. Investigate the establishment of self-insurance programs for risks in addition to those identified in subsection 3a. Following such investigation the **Pool** may establish such additional self-insurance programs so long as the requirements of section 12 are met.
- c. Establish a self-insurance program for **Members** through joint funding.
- d. Purchase insurance, excess insurance, and reinsurance.
- e. Provide for risk management, loss control, and other services.
- f. Provide legal counsel for the defense of claims and other legal services.
- g. Consult with the state insurance commissioner and the state risk manager.
- h. Exercise all powers and perform all functions necessary to accomplish all lawful programs.
- i. Enter into contracts and incur debts, liabilities, and obligations.
- j. Sue and be sued.



- k. Invest funds.
- l. Provide administrative and financial services to **its Members** and others.

Section 4. Board of Directors.

- a. The **Pool** shall be governed by its **Board**.
- b. Each **Member** shall appoint one representative and at least one alternate representative to the **Board**.
- c. If a representative is not able to attend a meeting of the **Board**, an alternate representative may attend and shall have the same authority as the representative.
- d. Representatives and alternates shall be officers or employees of the **Member**.
- e. The **Board** shall meet at least once each calendar year.
- f. The **Board** shall adopt an annual budget.
- g. The **Board** shall be chaired by its president or, if the president is not available, its vice president.
- h. Each representative or alternative shall have one vote. Voting by proxy is not permitted. Except as is specifically provided otherwise in this agreement, a majority of the representatives or alternates present at a meeting of the **Board** shall constitute a quorum and the majority of the quorum is sufficient to decide any matter.

Section 5. Bylaws. The **Board** shall adopt bylaws which shall not be inconsistent with any part of this agreement.

Section 6. Executive Director. The **Board** shall engage an executive director who shall be the chief executive officer of the **Pool**.

Section 7. Officers.

- a. The **Board** shall elect officers.
- b. The officers shall include a president, vice president, secretary, and such other officers as authorized by the bylaws.
- c. Duties and terms of office of officers shall be as specified in the bylaws.

Section 8. Committees. The **Board** may establish committees, both standing and *ad hoc*, from time to time as it deems appropriate. The composition and responsibilities of committees shall be specified by the **Board**.

Section 9. New Members.

- a. The Board may approve the admission of new **Members** on terms and conditions as it deems appropriate.
- b. For admission, **Members** must have at least three-fourths affirmative vote of all representatives or alternates.
- c. **Members** must be local government public transit entities situated in Washington.
- d. Once approved for membership, a **new Member's** admission to the **Pool** shall be memorialized by the new **Member** signing copies of this Interlocal Agreement and all amendments thereto.



Section 10. Amendment.

- a. The governing boards of the **Members** may adopt amendments to this agreement.
- b. No amendment shall be adopted without at least three-fourths affirmative vote of all governing boards.
- c. The **Pool** shall provide notice of any proposed amendment to the governing boards of the **Members** as specified in the bylaws.

Section 11. Duration. The duration of the **Pool** shall be perpetual.

Section 12. Addition of New Programs.

- a. The **Pool** may establish self-insurance programs in addition to self-insurance programs for property and liability risks only with the affirmative vote of at least three-fourths of all representatives or alternates directors.
- b. No **Member** shall be required to participate in any such additional self-insurance program.
- c. If the **Pool** elects to establish such additional self-insurance programs, it shall implement adequate measures to protect and safeguard the equity and fiscal integrity of the **Pool's** self-insurance programs for liability and property.

Section 13. Funding.

- a. The **Pool** shall be funded by **Member** contributions and assessments.
- b. **Member** contributions and assessments shall be established by the **Board** in its annual budget. If the **Pool's** financial situation warrants, the **Board** may require supplementary and retroactive contributions and assessments.
- c. All **Members** shall pay contributions, assessments, and fees promptly when due.

Section 14. Withdrawal of a Member.

- a. A **Member** may withdraw from the **Pool** only at the end of a fiscal year by providing at least six month's written notice thereof. No **Member** may withdraw for thirty six months after joining the **Pool**. Following withdraw a former **Member** may not rejoin the **Pool** for thirty six months.
- b. The withdrawal by a **Member** shall not affect the validity of this agreement with respect to the remaining **Members**.
- c. Upon withdrawal, a **Member** shall have no further obligations to the **Pool** nor shall it be entitled to any portion of the **Pool's** assets or equity; Provided, the withdrawing **Member** shall pay all of its pending contributions and assessments.

Section 15. Termination of a Member.

- a. A **Member** may be terminated only by the affirmative vote of at least three-fourths of all representatives or alternates. The effective date of termination shall be six months following notice of the termination vote. Until the effective date of termination, the terminated **Member** shall have the benefits and burdens of participation in the **Pool**.



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- b. The termination of a **Member** shall not affect the validity of this agreement with respect to the remaining **Members**.
- c. Upon termination a **Member** shall have no further obligations to the **Pool** nor shall it be entitled to any portion of the **Pool's** assets or equity; Provided, the terminated **Member** shall pay all of its pending contributions and assessments.

Section 16. Dissolution.

- a. The **Pool** and this agreement may be terminated by the written consent of three-fourths of the governing boards of the **Members**. Upon termination and wind-up, the **Pool** and this agreement shall continue in effect for the purpose of the winding-up the business and affairs of the **Pool**, including disposing of all claims, the collection of additional assessments, and the distribution of assets.
- b. Upon termination or wind-up, the assets of the **Pool** shall be liquidated. Following the payment of all claims and expenses, each **Member** shall be entitled to a percentage share of the liquidation fund in that percentage which the total contribution payments by each **Member** bears to the total contribution payments by all remaining **Members** made over the life of the **Pool**.
- c. Any and all disputes concerning the entitlement to or amount of any refund of excess payments or the distribution of assets shall be resolved by arbitration pursuant to the rules for commercial arbitration of the American Arbitration Association. All **Members** may participate in the arbitration and shall be bound by the arbitrator's decision.

Section 17. Liability Limitation. In the event that any claim against a **Member** is not covered or exceeds the applicable limits of coverage provided by the **Pool**, the liability for that obligation lies with the **Member**.

Section 18. No Assignment. Neither the **Pool** nor any **Member** may assign any rights, claim, or interest established by this agreement without the consent of the other.

Section 19. Mediation. The parties to any dispute between the **Pool** or its **Members** concerning this agreement shall seek to resolve it through mediation.

Section 20. Litigation.

- a. Venue for any dispute concerning this agreement may only be laid in the Thurston County Superior Court or the United States District Court for the Western District of Washington.
- b. The prevailing party in any litigation brought to enforce this agreement shall be entitled to its reasonable attorney's fees and costs.

Section 21. Governing Law. This agreement shall be governed by the laws of Washington except for the Washington laws on conflict of laws. Therefore the substantive laws of Washington shall govern in all respects.



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Section 22. Supersession. This agreement supersedes and replaces all prior interlocal agreements and amendments thereto pertaining to the **Pool**.

Section 23. Effective Date. This agreement shall be effective when approved by at least three-fourths of the governing boards of the **Members**.

Section 24. Approval by Counterparts. This agreement may be approved by counterparts so that **Members** need not execute the same document. Upon approval, each **Member** shall promptly send a copy of the executed agreement to the **Pool**.

Subscribed this ____ day of _____, 2015.

 Member Transit System

By _____

Its _____

Attest:

By _____

Its _____

Approved as to Form:

By _____

Its _____

FACT SHEET

TITLE: A Resolution Authorizing Execution of Order No. 5 to Purchase Thirty (30) Paratransit Replacement Vans from the Existing Multi-Year Contract with Schetky Northwest Sales, Inc.

DIVISION: Operations

ORIGINATOR: Doug Middleton, Operations Manager

PRECEDING ACTION:

Resolution No. 10-014, Authority to Execute a Multi-Year Contract for Up to 200 Paratransit Vehicles;

Resolution 14-067, Adoption of 2015 Budget

COORDINATING DEPARTMENT: Budget, Purchasing , Fleet Maintenance

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution

BUDGET INFORMATION

2015 Budget Amount
\$2,418,440

Required Expenditure
\$2,341,873.80
(local funds)

Impact
\$76,566.20
(under budget)

Explanation: This resolution seeks authority to execute Order No. 5 for thirty (30) Paratransit Vans from the existing multi-year contract with Schetky Northwest Sales. Budget amount includes \$50,000 carryover from 2014 Shuttle Replacement project and \$2,368,440 for 2015 Shuttle Replacement project.

BACKGROUND:

On August 9, 2010, the Board of Commissioners authorized execution of a five-year contract with Schetky Northwest Sales, Inc., to provide Eldorado Model Aerotech 240 Paratransit Vans to Pierce Transit. The contract includes options for a maximum of 200 vans over the five-year contract period. Other agencies are allowed to

piggy-back on the contract. To date seventy (70) paratransit vans have been purchased leaving 130 options remaining.

Staff has reviewed the van replacement schedule and found that thirty (30) paratransit vans in our fleet are eligible for replacement under the Pierce Transit replacement policy of at least seven years old or having traveled 150,000 miles. The thirty (30) vans being replaced are 2004 to 2007 models with an average mileage of 212,000 miles and are past the end of their useful life. Therefore, staff is requesting authority to exercise thirty (30) options under the existing contract with Schetky Northwest Sales, Inc. for delivery late this year.

The contract with Schetky Northwest Sales, Inc., includes a price escalation tied to the Producer Price Index (PPI) or a maximum of four percent (4%) per contract year resulting in a new price per van not to exceed \$78,062.46 for a total order value of \$2,341,873.80. The actual final price to be paid for this Order will be adjusted in accordance with the final PPI rate for WPU1413 for March 2015, expected publication in August 2015.

ALTERNATIVES:

The alternative would be not to order new paratransit vans, however, the Shuttles to be replaced are significantly past the end of their useful life and are expensive to maintain.

RECOMMENDATION:

Approve Resolution No. 15-032, authorizing the execution of Order No. 5 to purchase thirty (30) paratransit replacement vans from the multi-year contract with Schetky Northwest Sales, Inc. for an amount not to exceed \$2,341,873.80.

RESOLUTION NO. 15-032

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Execution of Order No. 5 to Purchase Thirty (30) Replacement Paratransit Vans from the Existing Multi-Year Contract with Schetky Northwest Sales, Inc.

WHEREAS, by Resolution No. 10-014, approved on the 9th of August 2010, the Board of Commissioners of Pierce Transit authorized execution of a multi-year contract for Paratransit Vans; and

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 budget includes funds for the replacement of paratransit vans; and

WHEREAS, staff has identified thirty (30) paratransit vans that have reached the end of their useful life, are expensive to maintain and are eligible for replacement; and

WHEREAS, the existing multi-year contract with Schetky Northwest Sales, Inc. includes optional quantities available for purchase; and

WHEREAS, the contract provides for a price escalation tied to the Producer Price Index or a maximum of four percent (4%) per contract year resulting in a new price per van not to exceed \$78,062.46 for a total order value of \$2,341,873.80.

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 execute Order No. 5 for the purchase of thirty (30) paratransit replacement vans from the contract with Schetky Northwest Sales for the total amount not to exceed \$2,341,873.80.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 8th day of June, 2015.

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

FACT SHEET

TITLE: A Resolution Ratifying an Interlocal Agreement for Facilities Access and Vehicle Use Between City of Lakewood Police Department and Pierce Transit

DIVISION: Operations

ORIGINATOR: Doug Middleton, Chief Operations Officer

PRECEDING ACTION: None

COORDINATING DEPARTMENT: Budget, Purchasing, and Fleet Maintenance

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Executed Interlocal Agreement

BUDGET INFORMATION

2015 Budget Amount
\$0.00

Required Expenditure
\$0.00

Impact
\$0.00

BACKGROUND:

Pierce Transit has been operating in the City of Lakewood for over 28 years. The Agency has benefitted from the safety and security provided by the Lakewood Police Department (LPD). LPD recently requested assistance in preparing to respond to law enforcement needs in the area by utilizing two Pierce Transit coaches and Pierce Transit's training facility and trainers. LPD sought access to one or more coaches as needed to transport at least 30 law enforcement personnel at one time. Pierce Transit has spare vehicles that may be made available to the LPD if not otherwise in use by the Agency. Pierce Transit also has trainers available to provide refresher training to LPD personnel with valid commercial drivers' license(s) in the operation of those coaches.

The Interlocal Agreement attached hereto as Exhibit A between Pierce Transit and the City of Lakewood was created on an emergency basis to limit risk and exposure to Pierce Transit while assisting LPD to prepare and respond to sensitive community events that to date have been organized and peaceful, but have the potential to escalate in a manner that could affect life and property. The attached agreement is limited in time and

scope, commencing on April 29, 2015, and ending May, 31, 2015. The agreement was executed in connection with organized events that have occurred and/or may occur in the near future. To date, Lakewood Police have not needed to utilize Pierce Transit's vehicles.

Pursuant to Pierce Transit Code Section 3.13.080, the Interim Chief Executive Officer exercised his authority to execute the agreement on an emergency basis in connection with anticipated organized events and said agreement is now before the full Board for ratification.

ALTERNATIVES:

None.

RECOMMENDATION:

Approve Resolution No. 15-033, ratifying the Interlocal Agreement for Facilities Access and Vehicle Use Between Lakewood Police Department and Pierce Transit executed on April 29, 2015 and attached hereto as Exhibit A.

RESOLUTION NO. 15-033

A RESOLUTION of the Board of Commissioners of Pierce Transit Ratifying an Interlocal Agreement for Facilities Access and Vehicle Use Between Lakewood Police Department and Pierce Transit

WHEREAS, the Lakewood Police Department has sought access to Pierce Transit coaches, facilities, and transportation training on a limited basis to respond to community events as needed; and

WHEREAS, Pierce Transit has the trainers, real estate, and vehicles needed to meet the needs of the Lakewood Police Department; and

WHEREAS, the attached Interlocal Agreement between Pierce Transit and the City of Lakewood was created on an emergency basis to limit risk and exposure to Pierce Transit while assisting LPD to prepare and respond to sensitive community events that to date have been organized and peaceful, but have the potential to escalate in a manner that could affect life and property; and

WHEREAS, the attached agreement is limited in time and scope, commencing on April 29, 2015, and ending May, 31, 2015; and

WHEREAS, pursuant to Pierce Transit Code Section 3.13.080, the Interim Chief Executive Officer exercised his authority to execute the agreement on an emergency basis in connection with anticipated organized events and said agreement is now before the full Board for ratification; and

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

Section 1. The Agreement for Facilities Access and Vehicle Use Between Lakewood Police Department and Pierce Transit executed on April 29, 2015 and attached hereto as Exhibit A is hereby ratified.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 8th day of June, 2015.

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

**AGREEMENT FOR FACILITIES ACCESS AND VEHICLE USE
BETWEEN LAKEWOOD POLICE DEPARTMENT
AND PIERCE TRANSIT**

This agreement ("Agreement") is made by and between Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit") and the City of Lakewood, Washington's Police Department ("LPD"), referred to hereinafter individually as "Party" or collectively as the "Parties" pursuant to the Interlocal Cooperation Act, RCW 39.34.

RECITALS

Whereas, LPD anticipates the need to temporarily utilize portions of Pierce Transit's Building 5 ("Facility") and adjacent parking areas for law enforcement purposes, specifically, as a location for officers and other emergency personnel to park, meet, don gear, and disburse;

Whereas, LPD requires the use of two Pierce Transit coaches to transport law enforcement officers to and from Pierce Transit's Building 5; and

Whereas, Pierce Transit has available space at the Facility and is able and willing to provide two coaches ("Vehicles") to LPD for limited use as described herein at no cost to LPD.

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

PURPOSE OF AGREEMENT

This agreement is limited in time and scope and is for the specific purpose of allowing Pierce Transit to provide access to the Facility and the Vehicles to LPD so that the LPD may further its efforts to protect life and property in the event of an emergency. The purpose of this agreement is to establish the general parameters and responsibilities of the Parties in relation LPD's use of Pierce Transit's Facility and Vehicles.

Nothing in this agreement should be construed to transfer ownership or other rights to the Facility or of the Vehicles to LPD.

PERIOD OF AGREEMENT

This Agreement covers the time period from April 29, 2015 through May 31, 2015, unless otherwise agreed to in writing by the Parties.

OTHER TERMS AND CONDITIONS

It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No partnership is formed as a

result of this Agreement. No employees or agents of one Party shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.

Compliance with law. Each Party shall comply, and shall ensure that its employees or agents comply with all federal, state and local laws, regulations, and ordinances applicable to the use of the Facility and Vehicles at issue in this Agreement.

Limitations on use of Pierce Transit employees. Other than at Pierce Transit's Facility to provide entry and access to Pierce Transit's Facility and to the Vehicles, no Pierce Transit employee or contractor, whether full or part time, may be utilized or deployed by the LPD to provide law enforcement or other services in connection with this Agreement.

Selection of Vehicles. Pierce Transit has the exclusive right to select the Vehicles to be utilized by LPD under this Agreement.

Selection of Drivers. No Pierce Transit employee, whether full or part time, may operate these Vehicles. Pierce Transit shall have the exclusive right to authorize any drivers of the Vehicles to ensure that such drivers are properly licensed.

Designated Personnel. LPD will coordinate all requests for access to Pierce Transit's Facility and use of Vehicles through the Pierce Transit Department of Public Safety Chief.

Defense and Indemnification. The City of Lakewood shall fully defend, indemnify, reimburse, and/or hold harmless Pierce Transit, its Board of Commissioners, officers, officials, employees and agents while acting within the scope of their employment as such, from any and all damage, costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the LPD's use of the Facility and Vehicles, including for any injuries that may be sustained by Pierce Transit employees in the course and scope of their employment for Pierce Transit in supporting LPD's access to Facility an use of Vehicles. LPD agrees that it is fully responsible for the acts and omissions of its own employees and agents.

Insurance. LPD is insured or self-insured for commercial general liability and automobile liability and will accept primary, full, and complete responsibility for defense and indemnity of Pierce Transit as if Pierce Transit were an additional insured of LPD.

Property Damage or Loss. LPD agrees to accept all responsibility for any property damage or loss to the Facility and Vehicles and will pay for any required repairs and maintenance related to the LPD's use of this Facility and Vehicles under this agreement. Furthermore, LPD agrees to return said Vehicles in the same condition as they were received.

Report and Records of Incident, Accident or Claims. LPD will, within twenty-four (24) hours, report to Pierce Transit any incident, accident and/or claim occurring or arising out of use of the Facility or Vehicles. In the event of any such incident, accident, or

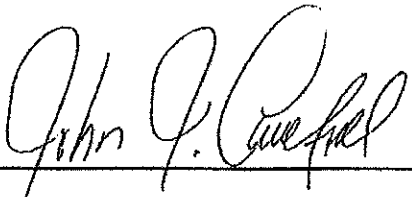
claim, the Parties shall maintain complete and accurate records of any such known incident, accident or claim. Such records shall be maintained by each Party for a minimum term of six (6) years. Each of the Parties will cooperate with one another in the investigation and/or defense of any incident, claim or lawsuit arising under this Agreement, to the extent allowed by law, however no Party shall be required to reveal any matters protected by attorney-client privilege except as may be required by law.

Media Response. LPD will be responsible for communicating with the media regarding any law enforcement activities, including those that may occur at Pierce Transit's Facility or involving Pierce Transit's Vehicles. LPD may not use Pierce Transit's Facility or Vehicles for any press briefings or interviews. LPD will notify Pierce Transit regarding all media requests and inquiries related LPD's law enforcement activities at Pierce Transit's facilities.

No changes or modifications to this agreement shall be valid or binding upon the parties unless such changes or modifications are made in writing and executed by the parties.

Dated this ____ day of April, 2015.

James L. Walton
Interim Chief Executive Officer
Pierce Transit




John J. Caulfield
City Manager
City of Lakewood

Attest:



Alice M. Bush, MMC
City Clerk 4-29-15

Approved as to Form:




Heidi Ann Wachter
City Attorney

claim, the Parties shall maintain complete and accurate records of any such known incident, accident or claim. Such records shall be maintained by each Party for a minimum term of six (6) years. Each of the Parties will cooperate with one another in the investigation and/or defense of any incident, claim or lawsuit arising under this Agreement, to the extent allowed by law, however no Party shall be required to reveal any matters protected by attorney-client privilege except as may be required by law.

Media Response. LPD will be responsible for communicating with the media regarding any law enforcement activities, including those that may occur at Pierce Transit's Facility or involving Pierce Transit's Vehicles. LPD may not use Pierce Transit's Facility or Vehicles for any press briefings or interviews. LPD will notify Pierce Transit regarding all media requests and inquiries related LPD's law enforcement activities at Pierce Transit's facilities.

No changes or modifications to this agreement shall be valid or binding upon the parties unless such changes or modifications are made in writing and executed by the parties.

Dated this ____ day of April, 2015.


James L. Walton
Interim Chief Executive Officer
Pierce Transit

Michael Zaro, Chief,
Lakewood Police Department

FACT SHEET

TITLE: A Resolution Authorizing Amendment of the 2015
Capital Budget to Add Tacoma Dome Station Bike Cage
Project

DIVISION: Finance

ORIGINATOR: Janine Robinson, Senior Planner

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT: Transit Development; Budget

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution

BUDGET INFORMATION

2015 Budget Amount
\$0

Required Expenditure
\$25,000

Impact
N/A

Explanation: WSDOT has agreed to provide \$20,000 towards the bike cage project and Downtown On The Go through a City of Tacoma grant will contribute \$5,000. No local capital funds are required.

BACKGROUND:

The bike locker and bike rack area of Tacoma Dome Station (TDS) is commonly an area for theft of bikes or bike parts, drug/alcohol use, and other objectionable activities. Most of this activity is caught by Transit Security Officers monitoring/patrolling TDS and the suspects are typically excluded from Pierce Transit's system and/or cited. However, the Agency is looking for ways to prevent this activity rather than react to it.

This project will create a bike cage for approximately 30 bikes to provide a safer, more secure facility for our passengers who regularly use the bike area to store their bikes while they commute. The bike cage will also promote additional use of bike commuting and parking in conjunction with public transit which can decrease demand for automobile parking.

Bike cages are enclosed and secure structures with bike racks in them. Bikes can be stored on double decker racks or wall racks that increase the cage's capacity. Besides being a more efficient use of space, bike cages have other benefits. They can offer amenities such as benches, stationary bike pumps and tool stands for quick bike repairs..

Our funding partners will provide all the funds required to complete the project. WSDOT's interest in the bike cage is to provide for bike parking for Amtrak customers. Downtown On The Go already operates two bike cages in downtown Tacoma and seeks to increase the bike parking network and provide additional opportunities for bike parking.

Access to the bike cage will be by membership paid for a period of time (i.e., daily, monthly, quarterly) to be determined. A customer will be provided a code that allows them to gain access to the cage where they will use their personal lock to further secure their bike inside the cage. Cameras and lighting to ensure safety of users will be part of the cage design.

Pierce Transit will contribute project management and installation time. WSDOT will provide the bulk of the funding for the project with a \$20,000 contribution. Downtown On The Go through a City of Tacoma grant (source is WSDOT CMAQ funds) will provide \$5,000 towards the project. The total project estimate is \$23,000.00 including contingency. The proposed total capital budget is \$25,000.

ALTERNATIVES:

Do not build bike cage at Tacoma Dome Station.

RECOMMENDATION:

Approve Resolution No. 15-034, authorizing amendment of the 2015 Capital Budget to add the Tacoma Dome Station Bike Cage Project to the 2015 Capital Budget.

RESOLUTION NO. 15-034

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Amendment of the 2015 Capital Budget to Add Tacoma Dome Station Bike Cage Project

WHEREAS there is a need for safer and more secure bicycle parking options at Tacoma Dome Station (TDS); and

WHEREAS, Washington State Department of Transportation (WSDOT) has agreed to provide \$20,000 to Pierce Transit to fund the installation of a bike cage at TDS; and

WHEREAS, Downtown on the Go has a City of Tacoma grant for \$5,000 in WSDOT CMAQ funds to contribute towards a new bike cage at TDS; and

WHEREAS, Pierce Transit staff will provide project management and some installation efforts; and

WHEREAS, a bike cage amenity will significantly improve bicycle parking infrastructure and safety at Tacoma Dome Station's multi-modal transportation hub; and

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

Section 1. The Board of Commissioners authorizes amendment of the 2015 Capital Budget to add the Tacoma Dome Station Bike Cage Project to the 2015 Capital Budget.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 8th day of June, 2015.

PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

FACT SHEET

TITLE: A Resolution Authorizing the Purchase Twenty-Five (25) Ford Transit Connect, 7-Passenger Replacement Vanpool Vans from Washington State Contract No. 03613

DIVISION: Operations

ORIGINATOR: Bill Spies, Fleet Manager

PRECEDING ACTION: Resolution 14-067 Adoption of 2015 Budget

FS 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

COORDINATING DEPARTMENT: Procurement

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution

BUDGET INFORMATION

2015 Budget Amount
\$659,241

Required Expenditure
\$623,950
\$241,358 Grant funds
\$382,592 Local funds

Impact
\$35,291
(under budget)

N/A

BACKGROUND:

The agency budget for 2015 includes funding for replacement for twenty-five (25) 7-Passenger vanpool vans. The agency useful life replacement parameter for Vanpool vans is seven years or 120,000 miles whichever comes first. The vans being replaced are 10 years old, with an average mileage of 138,717 and are costly to maintain. This purchase includes grant funding in the amount of \$241,358 from the Congestion Mitigation and Air Quality Improvement (CMAQ) Program.

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

ALTERNATIVES:

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

RECOMMENDATION:

Approve Resolution No. 15-035, authorizing the purchase of twenty-five (25) Ford Transit Connect, 7-Passenger, Replacement Vanpool Vans from Washington State Contract No. 03613.

RESOLUTION NO. 15-035

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Purchase of Twenty-Five (25) Ford Transit Connect, 7-Passenger Replacement Vanpool Vans from Washington State Contract No. 03613

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, Fact Sheet No. 14-086, adopted by the Executive Finance Committee on December 18, 2014, authorized the purchase of eleven (11) 7-passenger and twenty-three (23) 12-passenger replacement vanpool vans from Washington State Contract No. 03613; and

WHEREAS, The Agency's useful life replacement parameter for vanpool vans is seven years or 120,000 miles, whichever comes first, and the vans being replaced are 10 years old, with an average mileage of 138,717 and are costly to maintain; and

WHEREAS, Grant funding for the purchase of twenty-five (25) 7-passenger replacement vanpool vans is available from the Congestion Mitigation and Air Quality Improvement (CMAQ) Program; and

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

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 purchase twenty-five (25) Ford Transit connect, 7-passenger replacement vanpools vans from Washington State Contract No. 03613 in the amount of \$623,950.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 8th day of June, 2015.

PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

THERE IS NO FACT SHEET FOR THIS AGENDA ITEM

RESOLUTION NO. 15-036

A RESOLUTION of the Board of Commissioners of Pierce Transit Commending James L. Walton for Serving as the Interim Chief Executive Officer of Pierce Transit

WHEREAS, the Board of Commissioners at a special meeting held on September 15, 2014, appointed James L. Walton to serve as the Interim Chief Executive Officer of Pierce Transit upon the resignation of the former Chief Executive Officer; and

WHEREAS, during his tenure at Pierce Transit, Mr. Walton has brought thoughtful and thorough attentiveness to the deliberations and details of the business of the Agency; and

WHEREAS, he has championed the culture of respect, trust, care and collaboration amongst employees and Pierce County communities; and

WHEREAS, his reputation as a long-time, respected civic leader in the community, charisma and leadership style was instrumental in restoring stability and morale across the Agency; and

WHEREAS, the Board of Commissioners and Pierce Transit employees greatly appreciate Mr. Walton's commitment to serve our community as the Interim Chief Executive Officer; and

WHEREAS, Mr. Walton's wonderful sense of humor, kindness, insight and utter coolness will be greatly missed by Pierce Transit employees and Pierce Transit Board of Commissioners; and

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit that James L. Walton is hereby commended for his outstanding service and leadership to Pierce Transit from September 23, 2014 through May 27, 2015 and is wished much enjoyment and success in all his future endeavors.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 8th day of June, 2015.

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

FACT SHEET

TITLE: A Resolution Authorizing Implementation of the Northeast Tacoma Demonstration Project as Presented

DIVISION: Executive

ORIGINATOR: Ryan Wheaton, Business Partnership Administrator

PRECEDING ACTION: Resolution No. 14-067, Adoption of the 2015 Budget

COORDINATING DEPARTMENT: Business Development Office; Planning

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Project Overview
Exhibit B, NE Tacoma Community Survey

BUDGET INFORMATION

12-Month Budget Amount
\$268,768

Required Expenditure
\$268,768 (\$71,054 in 2015)

Impact
\$0

Explanation: Funds for a Northeast Tacoma to Downtown express service will require utilization of the current 1,816 annual service hours allocated to Route 62, which is rerouted in this proposal.

It is estimated that 1,816 service hours are needed during the 12-month demonstration period, of which approximately 480 service hours will be used in 2015. The remaining 1,336 services hours needed to complete this demonstration project are contingent on approval in the 2016 budget.

12-Month Budget Amount
\$157,930

Required Expenditure
\$157,930 (\$41,752 in 2015)

Impact
\$0

Explanation: It is estimated that 1,241 service hours will be needed to fund a partnership with King County Metro to provide feeder service to the Pierce Transit express route. In 2015, approximately 329 service hours will be used (396 budgeted in 2015). The remaining 912 service hours needed to complete this demonstration project are contingent on approval in the 2016 Budget.

BACKGROUND:

Pierce Transit staff seeks authority to implement the proposed Northeast Tacoma Demonstration Project as presented in Exhibit A. The proposed project involves a redesign of Route 62 in a manner that maintains total service hours, while providing express service between Northeast Tacoma and downtown Tacoma. Additionally, staff seeks authority to enter into and execute an agreement with King County Metro (Metro) to purchase approximately 1,241 service hours that would provide local feeder service to the Pierce Transit express route.

The proposed project was co-developed with the collaboration and input of the Northeast Tacoma Community Investment Team (CIT) comprised of local representatives with a vested interest in guiding the design and success of the proposed project. The CIT recommends that the proposed project be implemented.

On May 21, 2015, staff presented the proposed demonstration to the Executive Finance Committee and noted that the project will go before the full Board for consideration on June 8, 2015, and subsequent to this, a public hearing is scheduled for the June 8, 2015 Board of Commissioners meeting to obtain public feedback and comment on the proposed project.

ALTERNATIVES:

Do not approve the demonstration project.

RECOMMENDATION:

Approve Resolution No. 15-037 authorizing implementation of the Northeast Tacoma Demonstration Project as presented in Exhibit A, effective September 27, 2015 through September 26, 2016.

RESOLUTION NO. 15-037

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Northeast Tacoma Demonstration Project, Effective September 27, 2015 Through September 26, 2016

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

WHEREAS, the Northeast Tacoma Community Investment Team comprised of local representatives with a vested interest in guiding the design and success of tailor community service has recommended a demonstration project; and

WHEREAS, the Northeast Tacoma Demonstration Project includes the rerouting of Route 62 to deliver express service between Northeast Tacoma and downtown Tacoma; and

WHEREAS, the Northeast Tacoma Demonstration Project also includes the creation of a partnership with King County Metro to provide feeder service to the new Pierce Transit express service to downtown Tacoma; and

WHEREAS, community outreach for the proposed demonstration included a survey (see Exhibit B) of the community, which revealed support for the two-part solution; and

WHEREAS, a public hearing was held before the Board of Commissioners on June 8, 2015, to obtain public feedback and comment; and

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit authorizes the following:

Section 1. Implementation of the Northeast Tacoma Demonstration Project, effective September 27, 2015 through September 26, 2016, as presented in Exhibit A; and

Section 2. The Board of Commissioners authorizes the Chief Executive Officer to enter into and execute an agreement with King County Metro for feeder service in Northeast Tacoma effective September 27, 2015 through September 26, 2016.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 8th day of June, 2015.

PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board



Exhibit A

Background

Service in NE Tacoma has traditionally been low performing. Route 61, which included direct service to downtown Tacoma, operated between \$10.19 and \$13.20 per passenger over its final five years (2007-2011). At the October 2011 service change, Route 61 was replaced by Route 62. To date, performance metrics have dropped considerably. Since its inception, Route 62 has an average cost per passenger over \$35.00, included \$44.65 during April 2015.

NE Tacoma no longer has a direct connection to downtown Tacoma. Instead, commuting to/from downtown requires a transfer and takes over an hour to complete. Aside from ease of use issues, performance is also hampered by the fact that revenue hours for Route 62 vehicles only constitute 55% of hours dedicated to the route compared to an 88% system average. Bus size, route geography, and distance from base all contribute to this issue.

Project

The 2014-2016 Pierce Transit Strategic Plan identified Route 62 (NE Tacoma) as not meeting performance standards. Therefore, Pierce Transit staff were directed to work with key stakeholders to design a demonstration project that meets the unique needs of the community.

Service Options

	FW TC Trips	Comm TC Trips	Local Trips	Service Span	Service Freq	Service Days	Fare	Service Hrs (est.)	Cost (est.)
Previous (Route 61)	0	27	27	700a-1000a; 200p-700p	60 min	M-F	\$2.00	7,275	\$1,076,700
Current (Route 62)	0	0	6	500a-800a; 400p-700p	60 min	M-F	\$2.00	1,816	\$268,768
Demonstration Proposal									
Part 1 of 2 (Re-routed Express)	0	6	0	500a-800a; 400p-700p	60 min	M-F	\$2.00	1,816	* \$268,768
Part 2 of 2 (KC Metro Partnership)	20	0	20	500a-800a; 400p-700p	30 min	M-F	\$2.75	1,241	\$157,930

*By utilizing the current cost of the Route 62, the total additional cost during the 12-month demonstration is estimated at \$157,930.

Solution

Working with a NE Tacoma Community Investment Team (CIT), Pierce Transit staff reviewed multiple options for a NE Tacoma demonstration project. With the aforementioned concerns in mind, a two-part solution is proposed:

- (1) redesign Route 62 as an express service between NE Tacoma and downtown Tacoma, maintaining current level of service;
- (2) enter into an agreement with King County Metro (Metro), wherein Metro provides feeder service to Pierce Transit express.

Benefits

- The size of this demonstration project allows for growth in an area with wide-ranging transit needs
- Partnership with Metro increases transit efficiency for NE Tacoma riders
- NE Tacoma riders will be provided more transit options
 - Return of direct service to downtown Tacoma
 - Local trips increase from six to 20 per weekday
 - Direct connection to Federal Way Transit Center
- Addition of express service significantly decreases commute time to and from downtown Tacoma

Concerns

- Local service provided by Metro comes with higher fare for riders (\$2.75 on Metro vs. \$2.00 on Pierce Transit)
- Strong collaboration between agencies is required to maintain paratransit continuity
- NE Tacoma routes have a history of low performance by Pierce Transit standards

Timeline

If approved, the NE Tacoma demonstration project would begin at the September 27, 2015 service change. It is projected to run a full year, ending by September 26, 2016. Between potential Board approval and service initiation, Pierce Transit staff will work with CIT members to identify outreach opportunities targeting the NE Tacoma community. Specific focus will be placed on ORCA card use and instructing new riders on transfer procedures between Pierce Transit and Metro.

Exhibit B



Pierce Transit

Service Change Survey
Northeast Tacoma / Browns Point Community

May 28, 2015

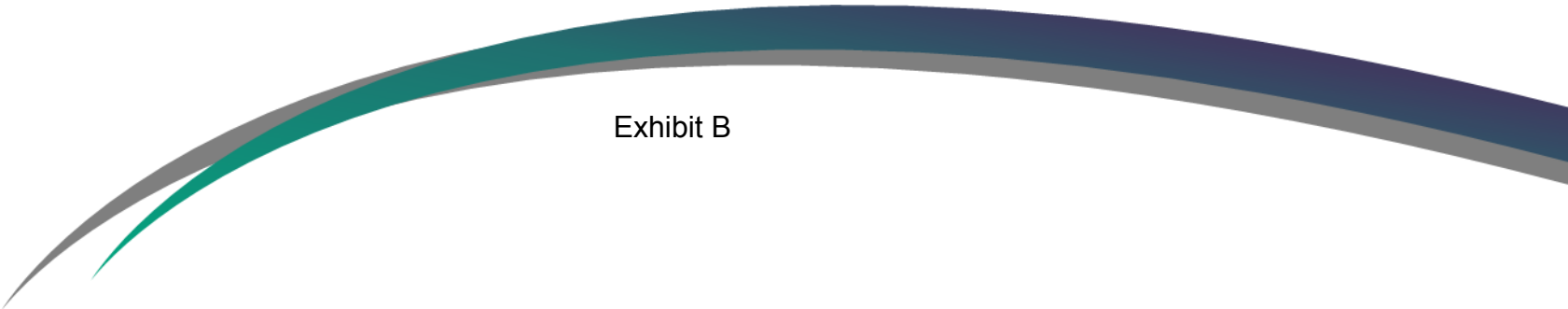


Exhibit B

OVERVIEW

Exhibit B Background & Objectives

The Browns Point / Northeast Tacoma Community is a narrow strip of land in Northeast Tacoma

- Partially in unincorporated Pierce County
- Isolated from the rest of Tacoma by geography and Pierce County boundary
- Easier for residents to get to Federal Way than Downtown Tacoma

Region was serviced by Pierce Transit Route #62

- Route would circle Browns Point to Downtown Tacoma
- Route was eliminated due to low ridership

Region is currently serviced by Pierce Transit Route #61

- Makes 3 one-way east-bound runs in the morning and 3 one-way west-bound runs in the evening to connect commuters to Route #500
- Ridership is down 66% since changing from the #62 to the #61
- Much of the route overlaps with King County Metro Route

Pierce Transit conducted a census of Browns Point/Northeast Tacoma residents to assess their public transportation needs and evaluate their desire for and potential use for service increase in the region

Overview of Methodology

Exhibit B

A census-mailing was sent to all residents living within the geographic area as defined by Census Block

- All 6,384 households within the defined area received an invitation with a unique identifier

To help boost response rates, households were given the option to complete the survey one of two ways:

- Online using the unique ID as a log-in code
- Call in to the data collection call center using the unique ID as identification

Addresses were ran against a database to append telephone numbers

- Addresses without phone numbers:
 - Received two follow-up reminders in the mail
- Addresses with phone numbers:
 - Phone dialing began one week after invitation mailings with a target maximum of 200 completes
 - Maximum of five calling attempts per number

Data Collection took place between April 15 and May 6, 2015

All work for this project was carried out in compliance with ISO 20252: 2012 Market Research Standards for quality.

Final Sample

A total of 363 surveys were completed

- 178 were completed by phone
- 185 were completed by web

Data was not weighted

Questionnaire

The questionnaire averaged just under 15 minutes by phone and covered the following scope:

- General Attitudes towards Public Transportation
- Pierce Transit Brand Awareness
- Current Attitudes toward Pierce Transit
- Current Use and Potential Use
- Attitudes toward Concept Plan #1
 - Pierce Transit would discontinue Route #62 and partner with King County Metro who would extend their Route #903 into Pierce County
- Attitudes toward Concept Plan #2
 - Pierce Transit would discontinue Route #62 and replace with Express Service to Downtown Tacoma that runs 6 times per day
- Demographics

A pretest was conducted to gauge length and flow

- Multiple questions were removed and two questions were added after the pretest
 - The 20 respondents who completed the pretest were not counted in the final sample



Exhibit B

RESPONDENT CHARACTERISTICS

Demographics

Respondent characteristics may not be a representative distribution of community demographics

- Due to non-response bias, and a lack of quotas in the methodology

Most respondents are:

- Older
- Employed or Retired
- Wealthy
- Have a driver's license

** Column percents sum to 100% except where noted*

*** Multiple answers were allowed*

	Categories	% of Respondents
Gender	Male	47%
	Female	53%
Age	18 to 34	7%
	35 to 54	35%
	55 or older	59%
Employment Status**	Employed	58%
	Student	2%
	Retired	35%
	Homemaker / Stay at Home Parent	3%
	Unemployed	1%
	Other	2%
Household Income	Less than \$35,000	9%
	\$35,000 to <\$50,000	12%
	\$50,000 to <\$75,000	19%
	\$75,000 to <\$100,000	20%
	\$100,000 or more	40%
Driver Status	Have valid Driver's License	96%
	Do not have Driver's License	4%



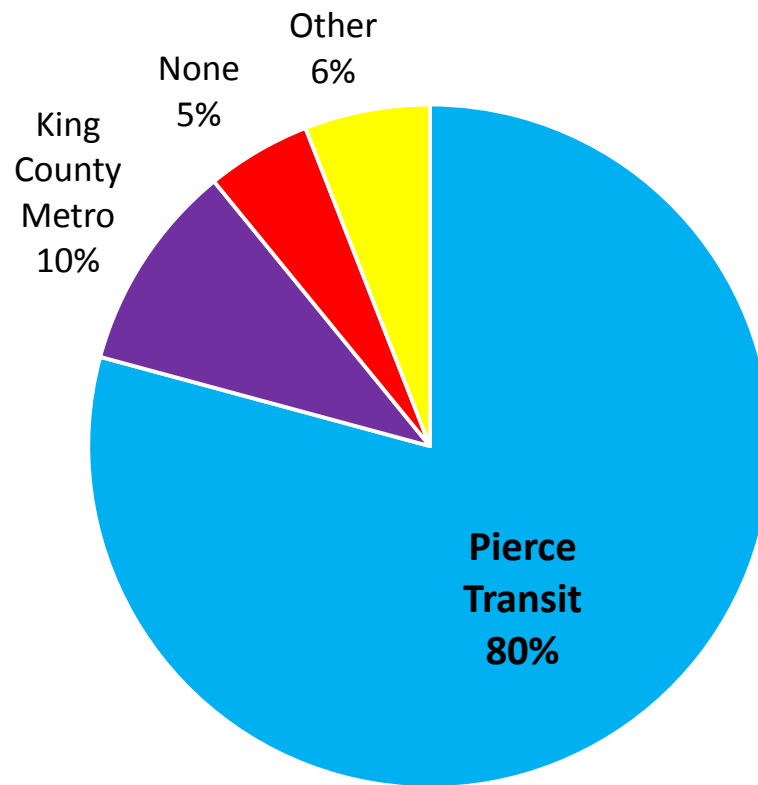
Exhibit B

BRAND AWARENESS

Exhibit B Bus Service Awareness

Eight out of ten Browns Point / Northeast Tacoma respondents are aware that Pierce Transit provides the service to their community

- One in ten think King County Metro provides the service in their community
- One in twenty think there is no agency currently providing service in their community



AWARE1: What is the name of the agency that provides bus service for the people in the Northeast Tacoma and Browns Point communities?

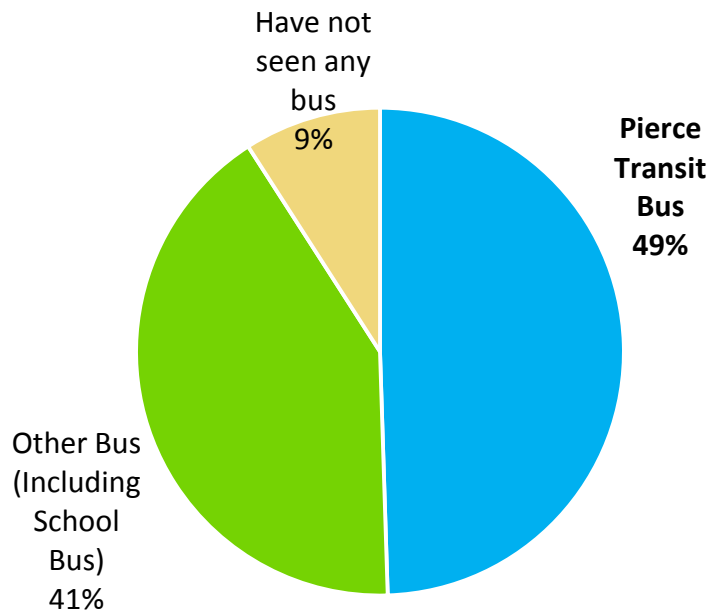
**Sums to >100%; multiple answers accepted

Base: All Respondents (n = 363)

Recent Bus Service Awareness

Exhibit B

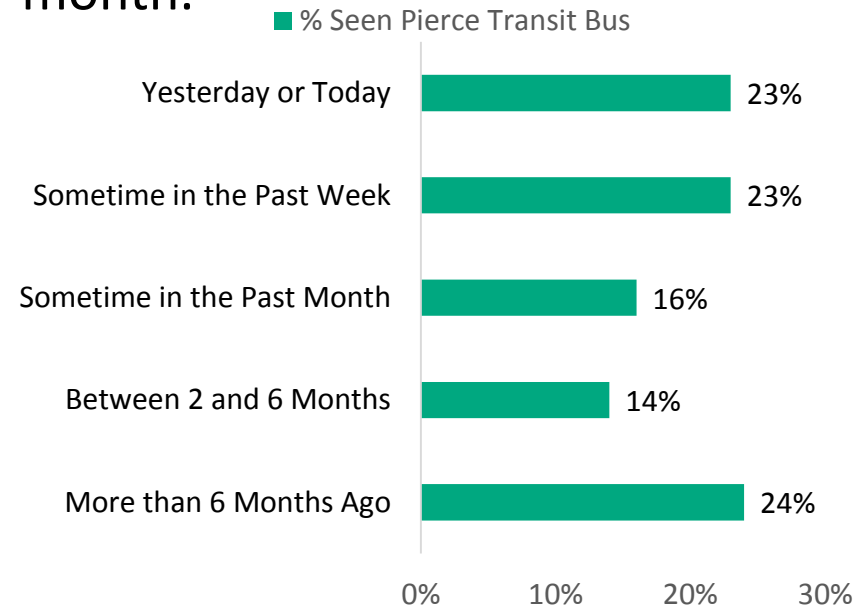
Almost half of respondents self-report they have seen a Pierce Transit Bus in their community within the past month.



AWARE2: Have you seen any public transportation buses in your community within the past month? AWARE2A: Who operates the buses that you have seen?

Base: All Respondents (n = 363)

However, once probed, nearly two-thirds say they have seen a Pierce Transit Bus within the past month.



AWARE3: As you may know, Pierce transit is the primary provider of bus service in Northeast Tacoma and Browns Point. When was the last time you recall seeing a Pierce Transit bus in your community?

Base: All Respondents (n = 363)

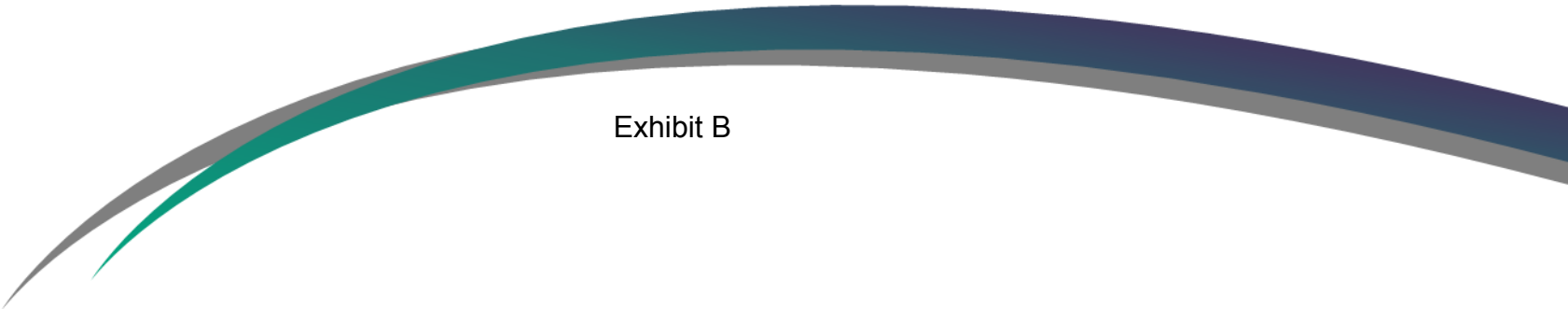


Exhibit B

USE OF PUBLIC TRANSPORTATION

Public Transportation Ridership

Exhibit B

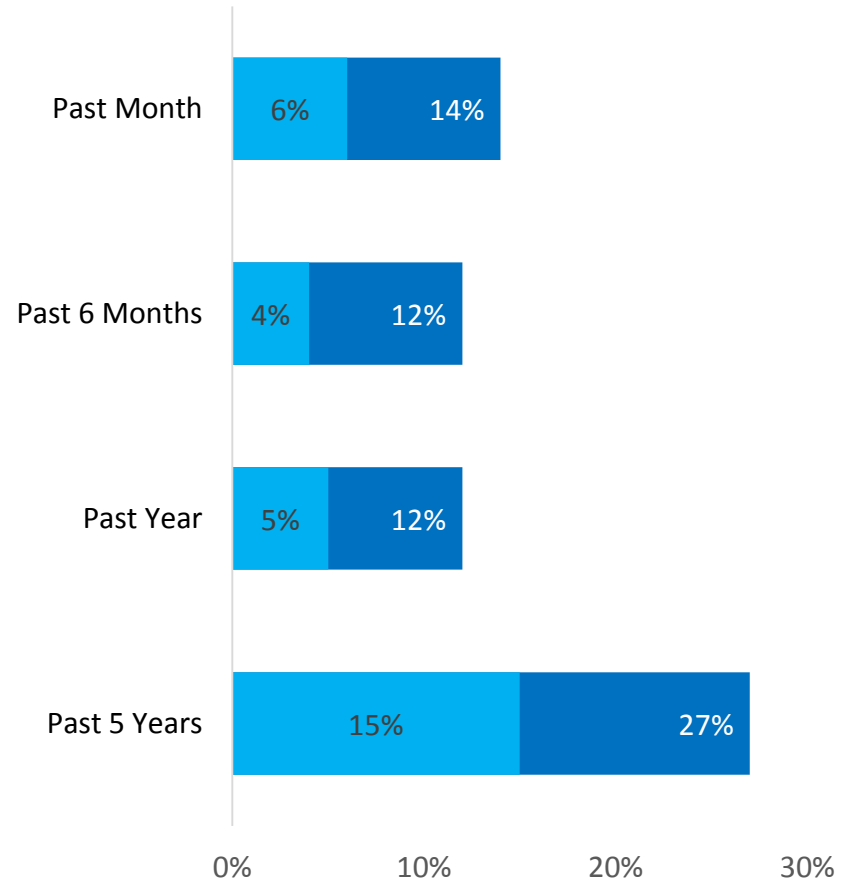
One in ten respondents say they have never ridden any form of public transportation

- One quarter say it has been longer than five years since they last rode public transit

There is a core group of regular riders in this community

- Close to half have never ridden with Pierce Transit

■ Last Time Riding Any Public Transit
■ Share of Total that Rode Pierce Transit



USE1: Have you personally used any public transportation services available in Pierce County in the past...

USE1B: Which public transportation service or services did you use?

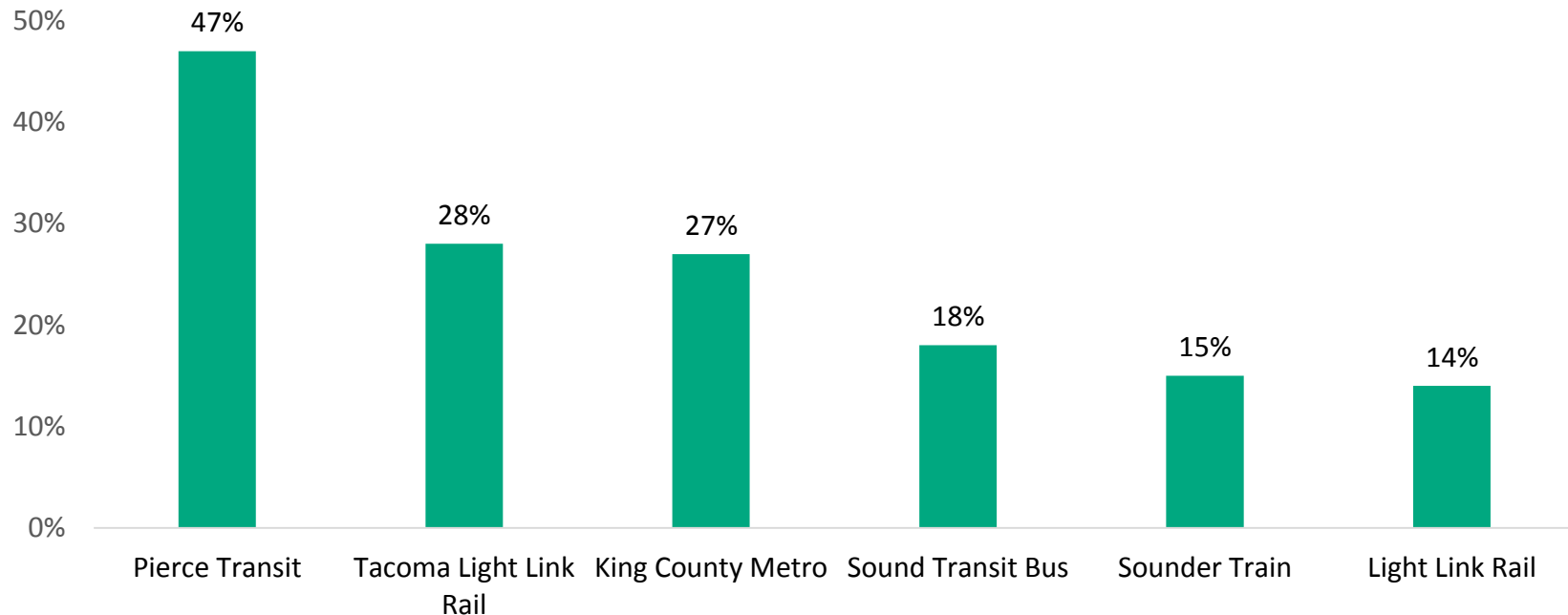
Base: All Respondents (n = 363)

Public Transportation Systems Used

Exhibit B

Nearly half of those who have ridden public transit sometime in the past five years say they rode Pierce Transit

- Other transit systems used by respondents include: Light Rail, King County Metro, Sound Transit Buses, and the Sounder Train



USE1B: Which public transportation service or services did you use?

**Sums to >100%; multiple answers allowed

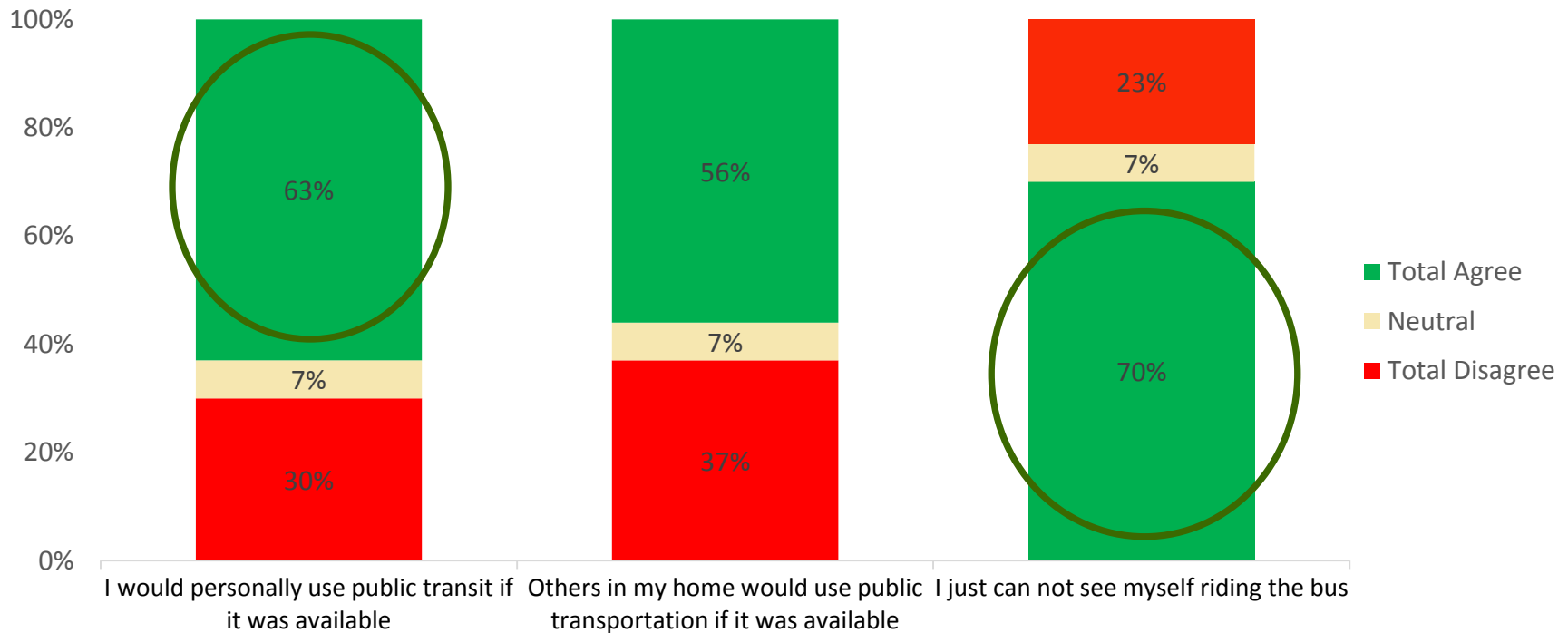
Base: Rode Pubic Transit in the past 5 years (n = 233)

Potential to Ride Public Transit

Exhibit B

Nearly 2 out of 3 of respondents say they would ride public transit if it were available

- 7 out of 10 say that they could see themselves riding the bus



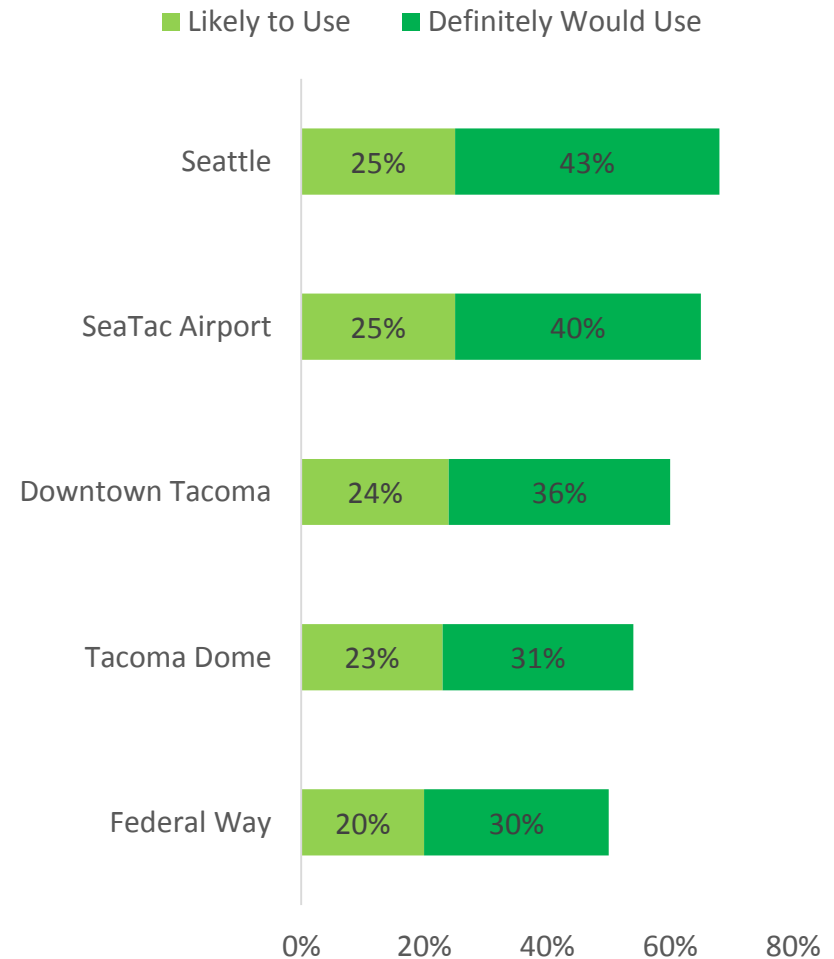
ATT2_F to ATT2_H: Please specify the extent to which you agree or disagree with each of the following statements regarding public transportation in the Northeast Tacoma and Browns Point communities.

Base: All Respondents (n = 363)

Exhibit B Preferred Destinations

Respondents are more likely to say they would use public transportation to get to destinations where parking is more expensive and in limited supply

- Respondents are most likely to say that if convenient public transportation was available that they would use it to get to Seattle
- More respondents say they would definitely use service to Downtown Tacoma than to the Tacoma Dome



POT2_A to POT2_E: If convenient public transportation was available near your home how likely would you be to use it to get to each of the following locations. . .

Base: All Respondents (n = 363)

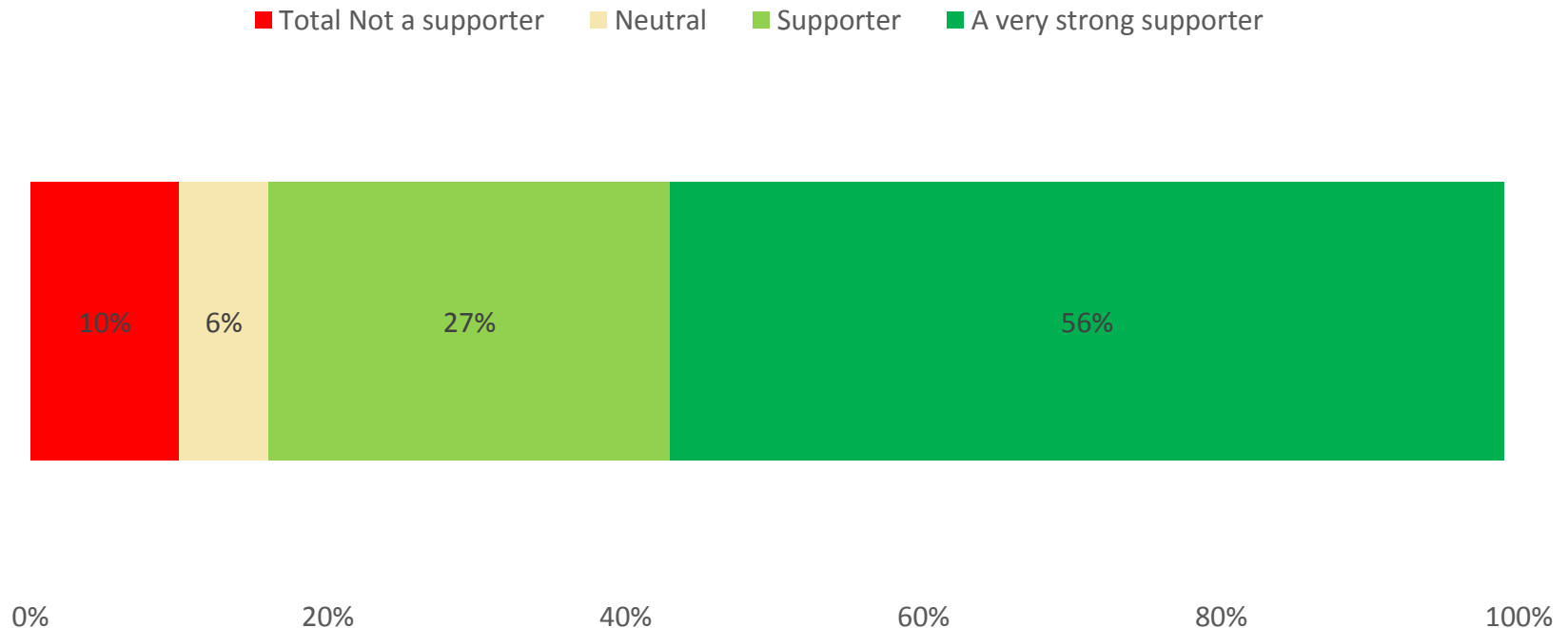


Exhibit B

ATTITUDES TOWARD PUBLIC TRANSPORTATION

Exhibit B Support for Public Transit

Eight out of ten of respondents consider themselves to be public transportation supporters



ATT4: Using a scale where “0” means “not a supporter at all” and “10” means “a very strong supporter,” do you consider yourself a supporter of public transportation?

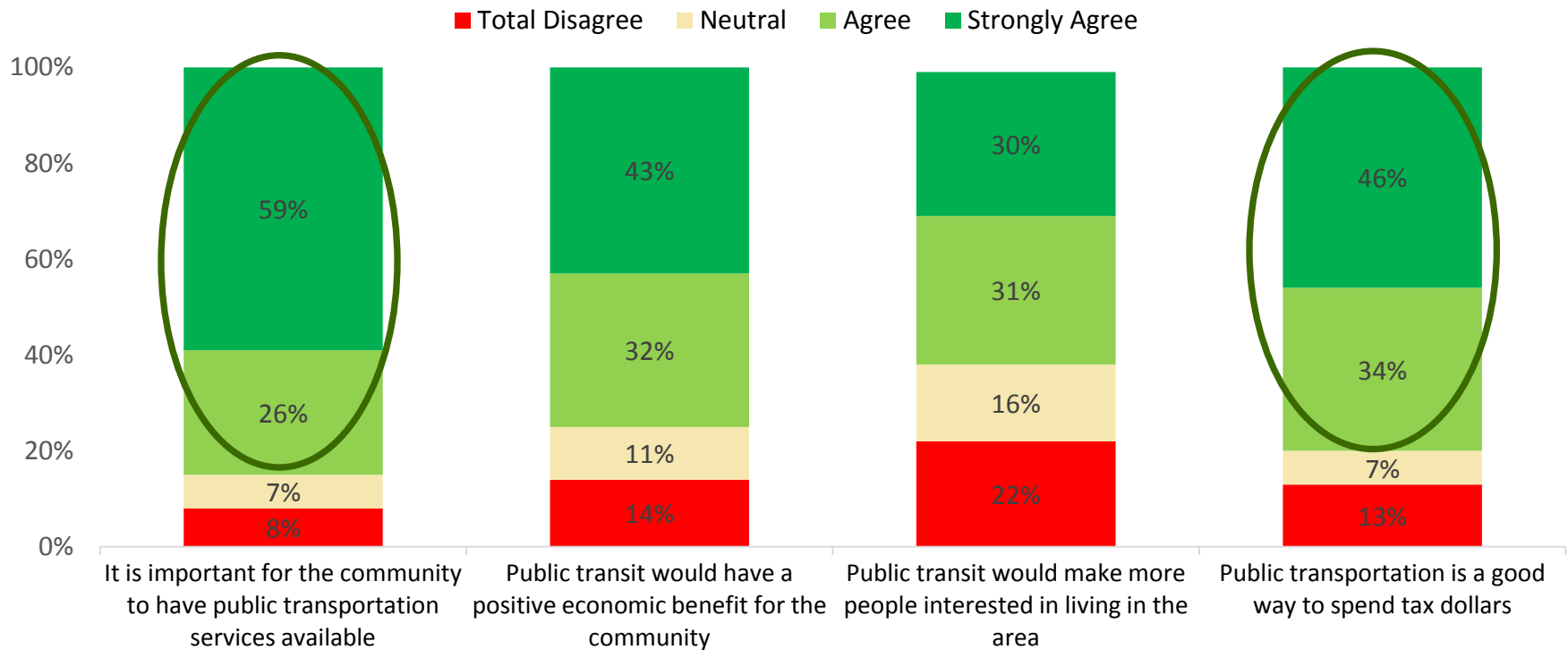
Base: All Respondents (n = 363)

Feelings Toward Public Transit

Exhibit B

More than 8 out of 10 respondents feel that it is important for their community to have public transportation services available

- The majority also agree public transit is a good use of tax dollars

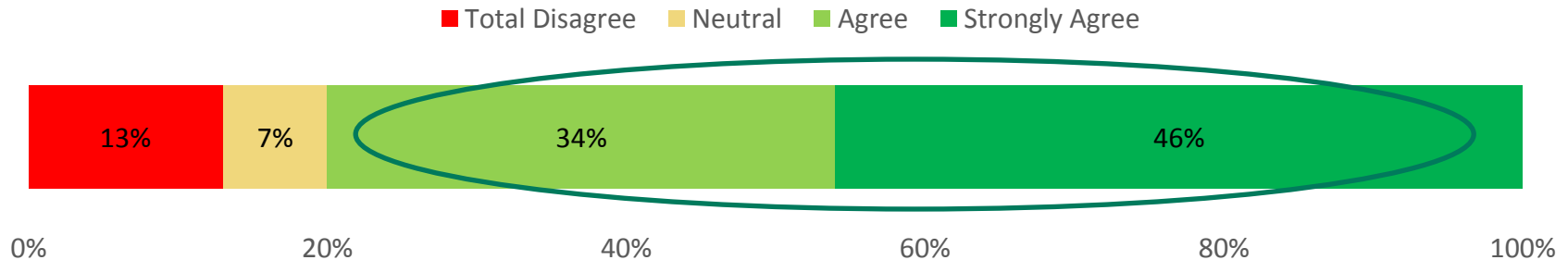


ATT2_A to ATT2_D: Please specify the extent to which you agree or disagree with each of the following statements regarding public transportation in the Northeast Tacoma and Browns Point communities.

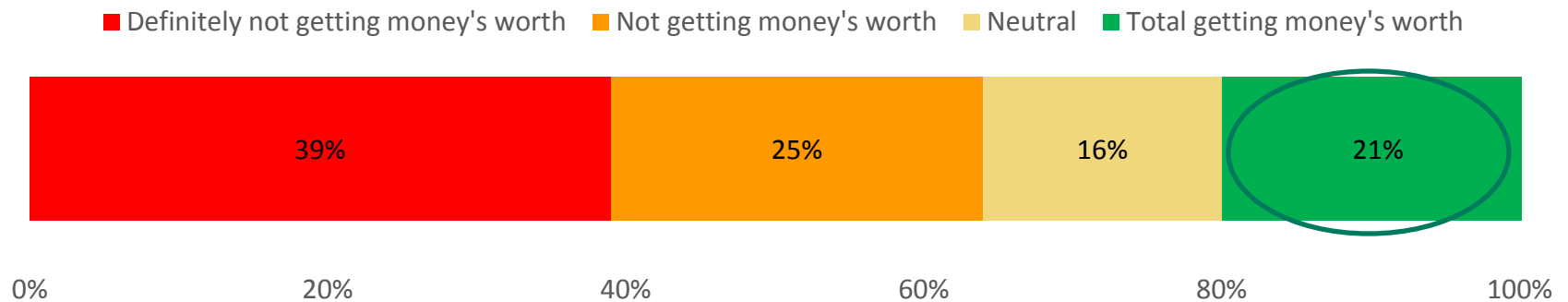
Base: All Respondents (n = 363)

Exhibit B Value for Tax Dollars

Eight out of ten respondents feel that public transportation is a good use of tax dollars



However, only 1 in 5 feel they are getting their money's worth with the current public transportation services



PT3: When thinking about the public transportation services provided, do you feel you are getting your money's worth for your tax dollar or not?

ATT2_D: Providing public transportation services is a good way to spend tax dollars.

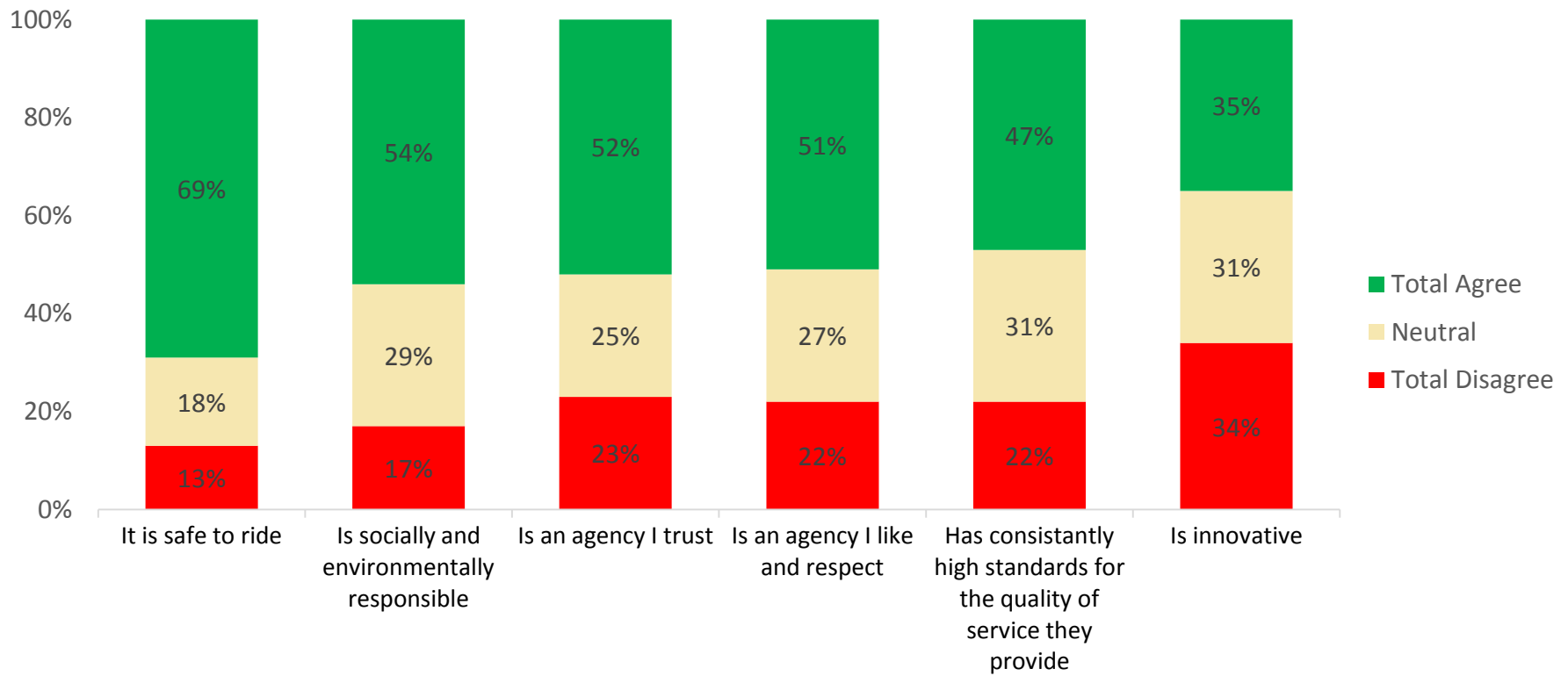
Base: All Respondents (n = 363)

Feelings Toward Pierce Transit

Exhibit B

Respondents are most likely to feel it is safe to ride Pierce Transit

- They are least likely to feel that Pierce Transit is innovative

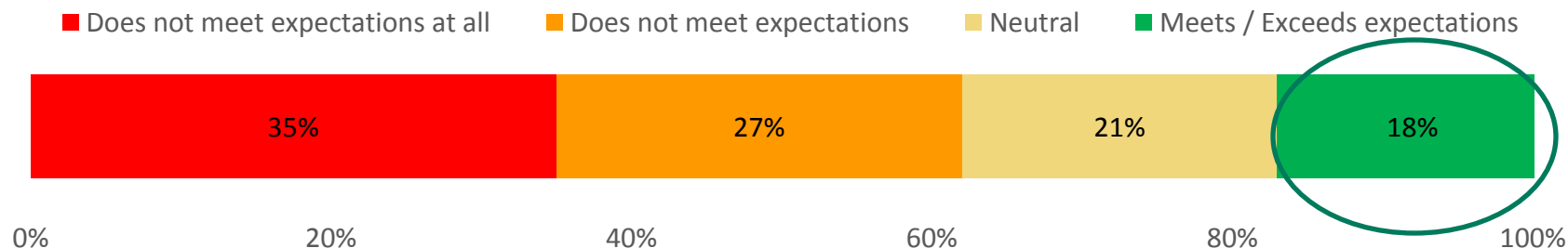


GW1_A to GW1_F: Please specify the extent to which you agree or disagree with each of the following statements about Pierce Transit.
Base: All Respondents (n = 363)

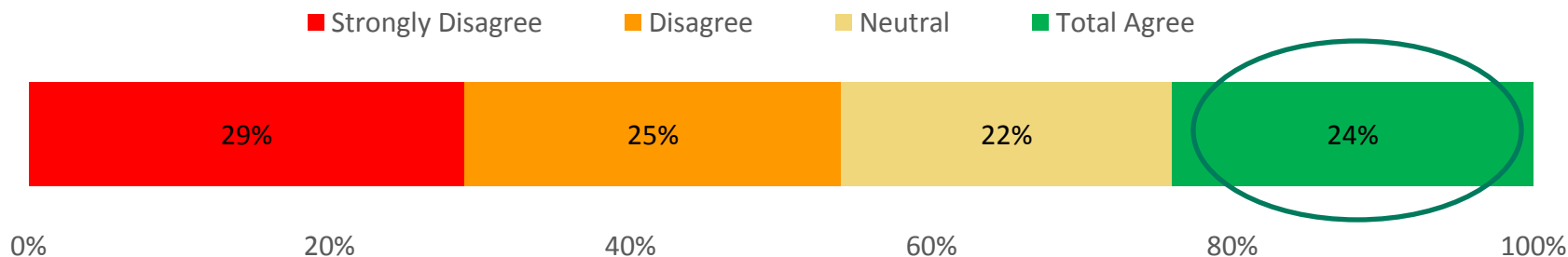
Satisfaction with Current Service

Exhibit B

Fewer than 1 in 5 respondents feel the overall quality of current transit service in the community meets (or exceeds) their expectations



Only 1 in 4 respondents feel that people in the community are satisfied with the current public transportation service

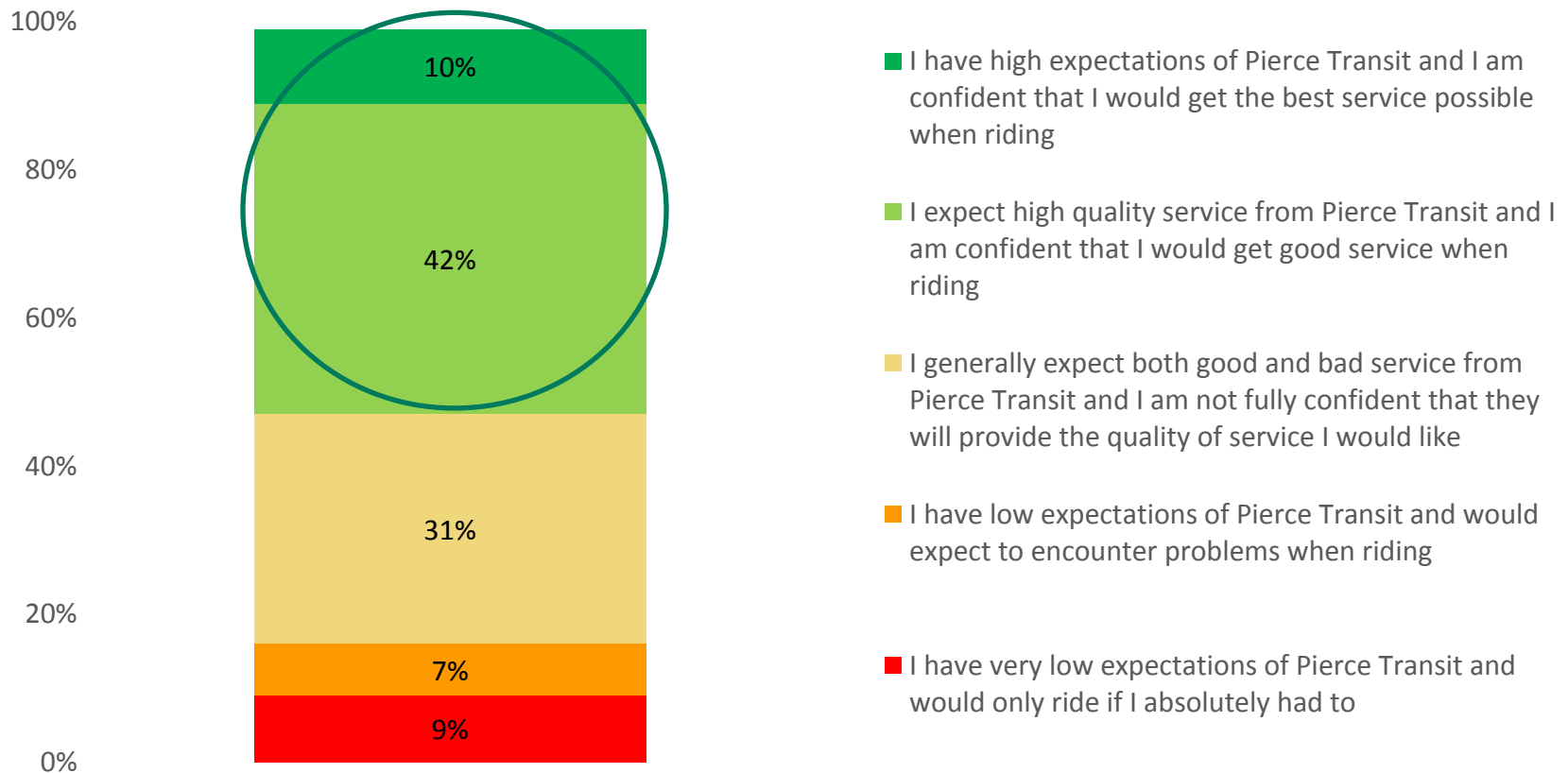


PT2: Thinking specifically of Pierce Transit how would you rate the overall quality of public transportation services provided in the communities of Northeast Tacoma and Browns Point? ATT2_E: People in my community appear satisfied with the public transportation services available.
Base: All Respondents (n = 363)

Confidence in Pierce Transit

Exhibit B

Just over half of all respondents say they have high expectations of quality and are confident that Pierce Transit will provide quality service



GW2: Based on anything you have seen, heard, or directly experienced, which of the following statements best describes how you feel about Pierce Transit?

Base: All Respondents (n = 363)



Exhibit B

CONCEPT PLANS

Exhibit B Concept Plans Overview

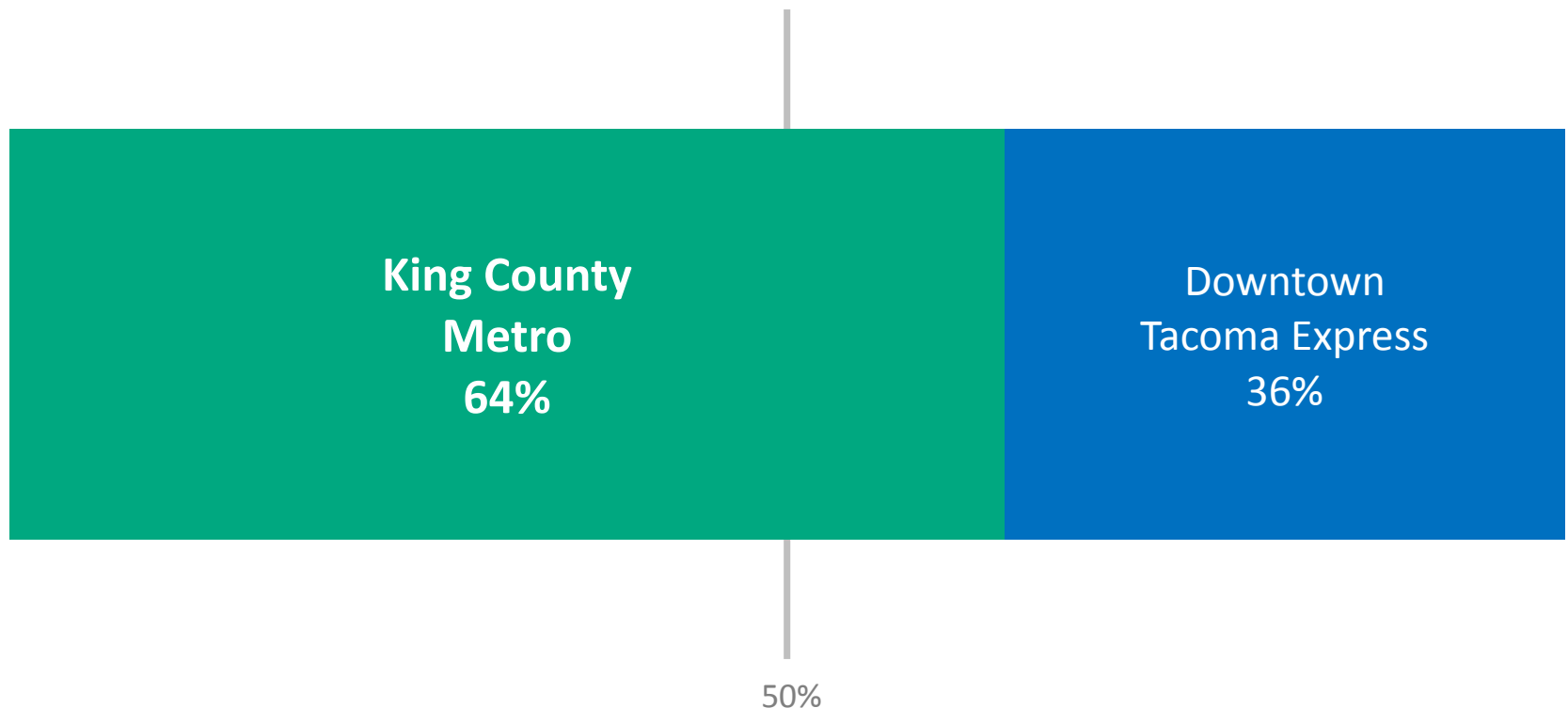
Residents were presented with two separate potential service plan changes which would alter the public transportation service in the community

- **King County Metro Concept:**
 - Pierce Transit is considering a demonstration project in your neighborhood. The demonstration would create a partnership with King County Metro to extend their route 903 into Pierce County to include stops in Northeast Tacoma. This would increase service so that buses would run weekdays, every 30 minutes from 5:30am to 8:00am, and 4:00pm to 6:00pm. The potential service would include a direct connection at the Federal Way Transit Center, and include stops at the Center at Norpoint and QFC in Northeast Tacoma.
- **Downtown Tacoma Express Concept:**
 - Pierce Transit is considering another option which would replace the current route in your community with Downtown express service that would make a total of six trips each weekday, running every 60 minutes from 6:00am to 8:00am, and 4:00pm to 6:00pm. These express trips would pickup/drop-off near QFC in NE Tacoma, and also the 10th and Commerce Transit Center in downtown Tacoma.

Exhibit B

Support for Plans

Respondents prefer the King County Metro concept plan to the Downtown Tacoma Express concept plan at a rate of nearly 2 to 1

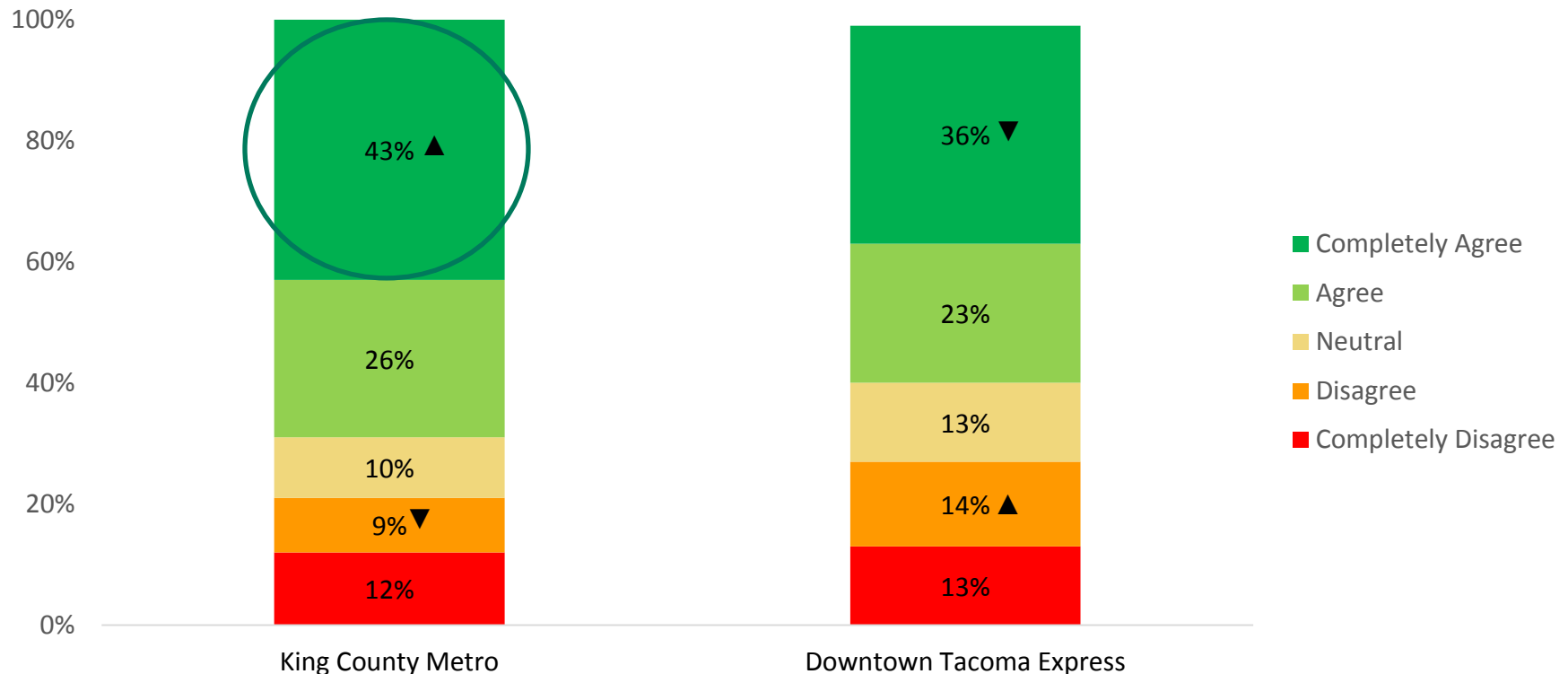


COMPARE1: Which of the two potential projects do you prefer?

Base: All Respondents (n = 363)

Support by Plan

Respondents are significantly more likely to say they would support the King County Metro Plan



▲ or ▼ indicates significant difference at 95% confidence level

CON1_D / CON2_D: To what extent do you agree or disagree with each of the following statements? I would support this plan

Base: All Respondents (n = 363)

Improvement to Service by Plan

Exhibit B

Respondents are significantly more likely to “completely” agree that the King County Metro Plan would improve service to the community



▲ or ▼ indicates significant difference at 95% confidence level

CON1_A / CON2_A: To what extent do you agree or disagree with each of the following statements? This plan would improve service to those in my community

Base: All Respondents (n = 363)

Meets Community Needs by Plan

Exhibit B

There are no significant differences for if the plans would meet the needs of the community



▲ or ▼ indicates significant difference at 95% confidence level

CON1_B / CON2_B: To what extent do you agree or disagree with each of the following statements? This plan would meet the needs of the community

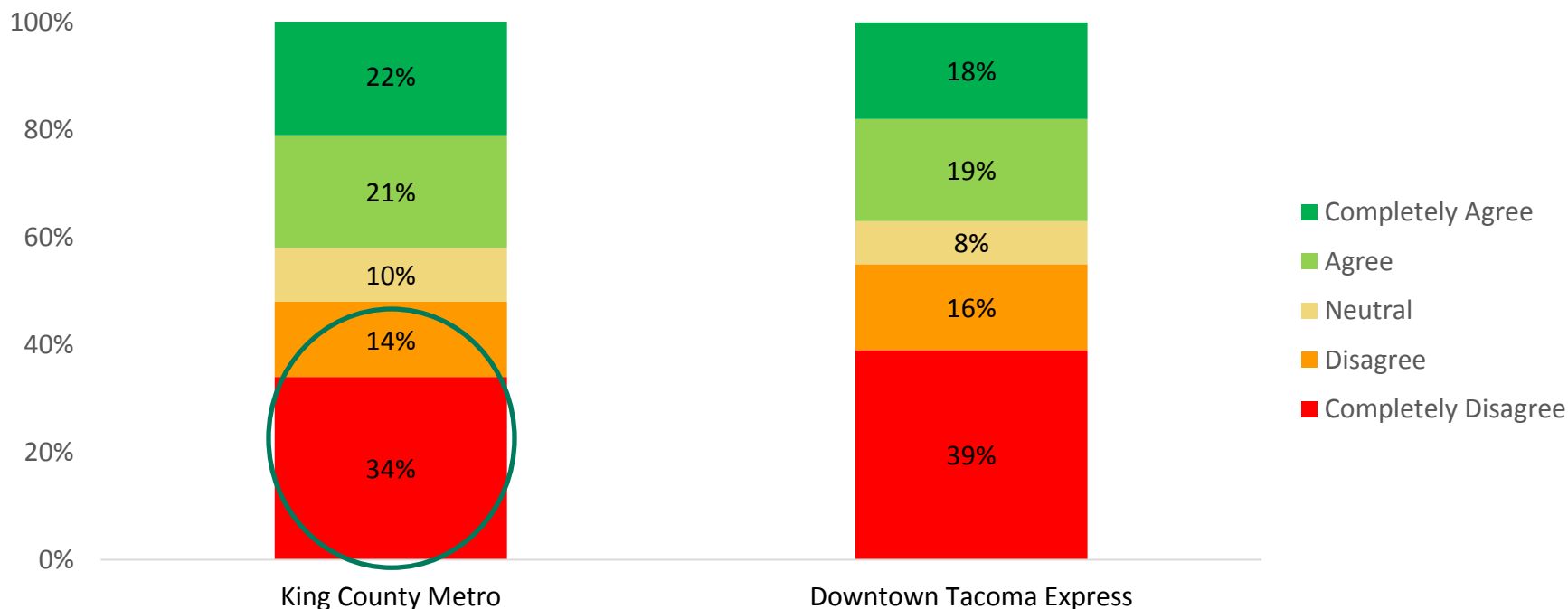
Base: All Respondents (n = 363)

Meets Personal Needs by Plan

Exhibit B

While support for the King County Metro plan is fairly high, nearly half respondents do not believe that it would meet their personal needs

- Over half state that the Downtown Tacoma Express plan would not meet their needs



▲ or ▼ indicates significant difference at 95% confidence level

CON1_C / CON2_C: To what extent do you agree or disagree with each of the following statements? This plan would meet my personal needs

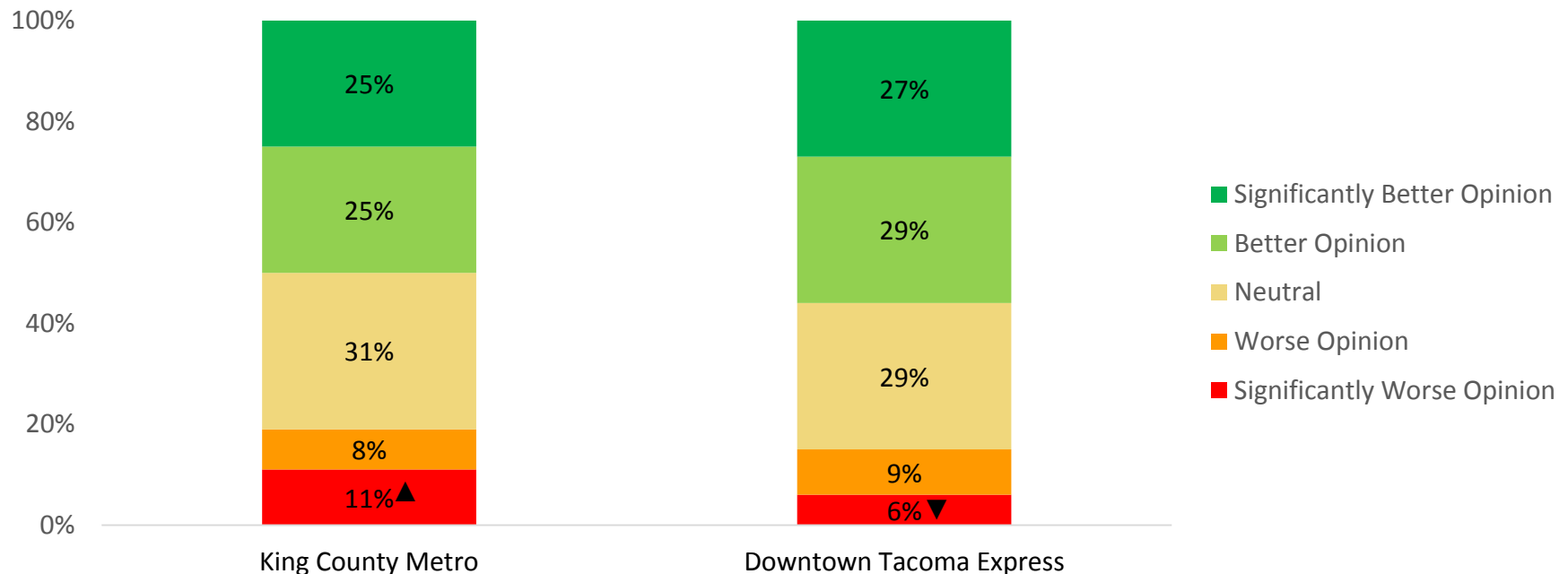
Base: All Respondents (n = 363)

Opinion of Pierce Transit by Plan

Exhibit B

The majority state that the implementation of either plan would improve or have no impact on their opinions of Pierce Transit.

- However, the King County Metro plan would potentially cause a bigger decrease in respondent's opinions than the Downtown Tacoma Express plan



▲ or ▼ indicates significant difference at 95% confidence level

CON1_2: If Pierce Transit turned over operation of service in your community to King County Metro as outlined in this plan, how would it impact your overall opinion of Pierce Transit? CON2_2: If Pierce Transit replaced the current route with Downtown express service as outlined in this plan, how would it impact your overall opinion of Pierce Transit?

Base: All Respondents (n = 363)



Exhibit B

CONCLUSION

Conclusion

- Residents of the community have a generally favorable attitude toward public transportation
 - There is a core group of regular riders, but only about half ride Pierce Transit while the other half ride on other systems
- Most residents are aware that Pierce Transit currently services their community
- Residents are not satisfied with the current level and quality of service
- Residents prefer the King County Metro plan over the Downtown Tacoma Express plan almost 2 to 1
- Residents significantly support the King County Metro plan and feel it would meet the needs of the community significantly more than the Downtown Tacoma Express plan

FACT SHEET

TITLE: A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute a New Multi-Year Interlocal Agreement with Sound Transit for ST Express Bus Service Operations and Maintenance, Effective July 1, 2015

DIVISION: Operations

ORIGINATOR: Doug Middleton, Chief Operations Officer

PRECEDING ACTION:

Resolution No. 99-063, Interlocal Agreement with Sound Transit for the Operation and Maintenance of Regional Express Bus Services

Resolution No. 04-050, Authorization to enter into an Interagency Agreement with Sound Transit for Regional Express Bus Service Operations and Maintenance.

Resolution No. 09-024, Authorization to enter into an Interagency Agreement with Sound Transit for Regional Express Bus Service Operations and Maintenance.

Resolution No. 14-065, Authorization to enter into and execute an amendment to the Interlocal Agreement with Pierce Transit and Sound Transit for ST Express Bus Operations and Maintenance 2010

COORDINATING DEPARTMENT: Operations

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed Interlocal Agreement (to be provided)

BUDGET INFORMATION

2015 Budget Amount
N/A

Required Expenditure
N/A

Impact
N/A

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

BACKGROUND:

In December of 2009, the Board of Commissioners authorized a five-year agreement between Sound Transit and Pierce Transit to continue Regional Express bus operations and maintenance for Sound Transit. The operating provision of the Interlocal Agreement is set to expire on June 30, 2015. Pierce Transit has been operating express bus service and conducting related maintenance and support for that service since 1999.

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 in 2015. This would require the parties to continue with the existing operations and maintenance of ST Express Bus service without an agreement and thus the potential for dissolution of the ST and PT partnership.

RECOMMENDATION:

Approve Resolution No. 15-038, authorizing the Chief Executive Officer to enter into and execute a new multi-year Interlocal Agreement with Sound Transit for ST Express Bus Operations and Maintenance 2015, effective July 01, 2015.

RESOLUTION NO. 15-038

A RESOLUTION of The Board Of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to Enter Into and Execute a New Multi-Year Interlocal Agreement with Sound Transit for ST Express Bus Service Operations and Maintenance, Effective July 1, 2015

WHEREAS, Pierce Transit and Sound Transit have maintained an interagency agreement for the operation of Regional Express Bus Operations and Maintenance for many 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, Staff from Pierce Transit and Sound Transit have negotiated a fair and reasonable service agreement that ensures high quality service and an equitable compensation plan for the operation of ST Express bus service operations and maintenance; and

WHEREAS, Pierce Transit and Sound Transit have negotiated a new operations and maintenance agreement to replace the current agreement and said agreement shall become, effective July 1, 2015 through December 31, 2017, and provides for two one-year extensions; and

WHEREAS, the two agencies have determined it to be within the public interest to enter into an Interlocal Agreement for the operation and maintenance of a portion of Sound Transit's ST Express bus service; 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 and execute a new Interlocal Agreement, which is attached hereto as Exhibit A, with Sound Transit for ST Express Bus Operations and Maintenance, effective July 1, 2015.

ADOPTED by the Board of Commissioners of Pierce Transit at a regular meeting thereof held on the 8th day of June, 2015.

PIERCE TRANSIT

Rick Talbert, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson
Clerk of the Board