



PIERCE TRANSIT BOARD MEETING
Training Center, Rainier Room
3720 96th Street SW, Lakewood, WA
February 13, 2017, 4:00 PM

AGENDA

CALL TO ORDER

ROLL CALL

PRESENTATIONS

- 2016 Ridership Report Max Henkle
Senior Planner
- Fourth Quarter (2016) Major Capital Initiatives Report Heidi Soule
PMO Manager
- Fourth Quarter (2016) CTAG Report Chris Karnes
CTAG Chair

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.)

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. The Chair, at his or her discretion, may reduce the comment time allowed to allow sufficient time for the Board to conduct business.)

1. Approval of Vouchers, February 1, 2017
2. Minutes: Regular Board Meeting of January 9, 2017
3. Fourth Quarter (2016) Sole Source Report/100K Report
4. FS 17-007, Authorizing Execution of a Fiscal Agreement with MultiCare Health Systems for Coordinated Transportation Services of the Adult Day Health Express

5. FS 17-008, Authority to Execute a Sole Source Contract for Upgrading the Hastus Scheduling and Dispatch System with GIRO, Inc.
6. FS 17-009, Authority to Execute a Sole Source Contract with High Line Corporation for Upgrade and Hosting Services

ACTION AGENDA

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

STAFF UPDATES/DISCUSSION

- CEO's Report Sue Dreier

INFORMATIONAL BOARD ITEMS

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

EXECUTIVE SESSION

ADJOURNMENT

**PIERCE TRANSIT
BOARD OF COMMISSIONERS
MINUTES**

January 9, 2017

CALL TO ORDER

Vice Chair Henderson called the meeting to order at 4:04 p.m.

Commissioners present:

Daryl Eidinger, City of Edgewood Mayor (*representing Fife/Milton/Edgewood*)
Heather Shadko, City of Puyallup Councilmember
Nancy Henderson, Vice Chair of the Board, Town of Steilacoom Councilmember
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)
Marilyn Strickland, Mayor of the City of Tacoma
Ryan Mello, City of Tacoma Councilmember
Don Anderson, City of Lakewood Mayor (*arrived at 4:37 p.m.*)

Commissioners excused:

Rick Talbert, Pierce County Councilmember
Kent Keel, Chair of the Board, City of University Place Mayor Pro Tem

Staff present:

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

PRESENTATIONS

December 2016 Operator of the Month ~ Valentina Maciel

Transit Operator Assistant Manager Scott Gaines honored Valentina Maciel for being selected December 2016 Operator of the Month. Mr. Gaines recognized Ms. Maciel for providing exemplary customer service and having no preventable accidents since being hired in 2014. Mr. Gaines also noted Ms. Maciel's participation in the Agency's bus Rodeo event, read three fellow operator compliments mentioning her positive demeanor. At the end of the presentation, the Board extended their appreciation to Ms. Maciel for her service.

PUBLIC COMMENT

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

- Tammy Cox, Lakewood, reported receiving inquiries from fellow citizens with regards to Routes 206, 300 and 4 in the upcoming March 2017 service change. Inquiries include whether routes will run on the military base, if there will be weekend service, and whether the Agency will place a restroom by the Lakewood station. Ms. Cox also reported that there are items being left in middle of bus aisle, bus seats not being utilized and loud bus radio and passenger conversation levels.
- Walt Hurd, Tacoma, reported making his first bus trip of the New Year after having trouble getting his bus pass at Saars Marketplace. Mr. Hurd inquired as to why he had to obtain his bus pass at QFC instead of Saars Marketplace where he is used to getting his bus pass. Mr. Hurd also reported patrons abusing the bus stop request in between scheduled stops on Routes 590 and 594. Mr. Hurd ended his comment with requesting the Alternative 2 plan with regards to the March 2017 service change.
- Cinderella Helga, Lakewood, reported a positive experience she had with an operator exhibiting patience while riding the 173 bus as she witnessed patrons exuding bad behavior (i.e., foul language, laying down on seats, putting feet up on seats, etc.) Ms. Helga also expressed her frustration with Shuttle guidelines due to the limited eligibility categories and frequency of doctor letters required.

CONSENT AGENDA

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

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

Motion **carried**, 5-0.

1. Approval of Vouchers, January 3, 2016
Operating Fund #10
Self Insurance Fund #40
Capital Fund #90
Voucher CK Nos. 353282 through 353863
No Advance Travel Checks
Wire Nos. 1852 through 1872
Total \$5,207,658.74
2. Minutes: Regular Board Meeting of December 12, 2016

ACTION AGENDA

1. FS 17-001, A Resolution Amending the 2017 Capital Budget to Increase Funding for the High Capacity Transit Feasibility Study Project and Awarding a Contract to WSP-Parsons Brinckerhoff for the Pacific Avenue/SR7 Corridor High Capacity Transit Feasibility Study

Commissioners Strickland and Mello **moved** and seconded to amend the 2017 Capital Budget to increase funding for the High Capacity Transit Feasibility Study Project in the amount of \$483,651, increasing the total project budget from \$850,000 to \$1,333,651 and awarding a contract to WSP-Parsons Brinckerhoff for conducting the High Capacity Transit Feasibility Study.

Transit Development Manager Jay Peterson provided background on the item and introduced Stefano Viggiano from WSP-Parsons Brinckerhoff who reported on the proposed project.

Mr. Viggiano noted the study will take about two years and will involve many complex tasks such as developing a range of rapid transit alternatives and alignments, evaluating projected ridership and costs, analyzing market and traffic conditions, conducting environmental analyses, and developing a financing strategy. If everything goes as planned, service will begin in 2022.

A question and answer period ensued regarding the estimated project budget, and whether electric buses could be utilized in a Bus Rapid Transit capacity.

Members of the Board noted their excitement for the project, WSP-Parsons Brinckerhoff's strong regional and national reputation for its work on high capacity transit corridor projects and the opportunity to use project data to its fullest capacity.

Motion **carried**, 5-0.

2. FS 17-002, A Resolution Authorizing Execution of Amendment No. 3 to Agreement 2597 With Tacoma Public Utilities Altering the Amount and Manner of Payment to TPU for Continued Use of the Kimball Park and Ride Lot in Gig Harbor

Commissioners Strickland and Mello **moved** and seconded to authorize the Chief Executive Officer to enter into and execute Amendment No. 3 to Agreement No. 2597 with Tacoma Public Utilities (TPU) altering the amount and manner of payment to TPU for continued use of the Kimball Park and Ride lot in Gig Harbor in substantially the same form as Exhibit A.

Transit Development Manager Jay Peterson presented on the item (*Commissioner Don Anderson arrived at 4:37 p.m.*), recommending Board approval of a payment method change (from ORCA cards to a straight lease payment) for use of the Kimball Drive Park and Ride, which brings it into line with how Pierce Transit treats similar properties.

Motion **carried**, 6-0.

3. **FS 17-003, A Resolution Authorizing the Sale of Surplus Real Property Zoned C2 Located at 9505 South Tacoma Way, Lakewood, WA and Authorizing the Chief Executive Officer to Enter Into and Execute a Purchase and Sale Agreement with Lux Motors, LLC**

Commissioners Strickland and Mello moved and seconded to authorize the sale of surplus real property zoned C2 located at 9505 South Tacoma Way, Lakewood, WA and to authorize the Chief Executive Officer to enter into and execute a purchase and sale agreement at a price of \$1,225,000 with Lux Motors, LLC, for said property.

Senior Planner Janine Robinson reported on the item in follow-up to the November 23, 2016 Board meeting where authorization was given to the CEO to enter into a purchase and sale agreement for the property.

Ms. Robinson noted that since the November 23, 2016 Board meeting, the purchaser has come forward with a higher offer than Pierce Transit's other offers on the table and the agency wanted to put the proposed sale price into the public record. Ms. Robinson also noted this most current offer as being above value and the best offer of multiple offers evaluated Pierce Transit recently sold the back half of this lot to another buyer and a warehouse is currently being constructed on the property.

Motion carried, 6-0.

4. **FS 17-004, A Resolution Appointing a Transit Representative and Alternate to the Puget Sound Regional Council (PSRC) Transportation Policy Board for Calendar Year 2017**

Vice Chair Henderson reported on the item, noting during calendar year 2016, Commissioner Mello served as the primary representative and Commissioner Talbert served as the alternate representative for the Puget Sound Regional Council Transportation Policy Board.

Ms. Henderson confirmed that Commissioners Mello and Talbert would like to continue representing Pierce Transit and asked the other Board members if anyone else was interested in serving. No other Board members expressed interest in serving on the PSRC Transportation Policy Board.

Commissioners Strickland and Shadko moved and seconded to authorize the appointment of Commissioner Mello to serve as the primary transit representative and Commissioner Talbert to serve as the alternative transit representative for the Puget Sound Regional Council Transportation Policy Board for calendar year 2017.

Motion carried, 6-0.

STAFF UPDATES/DISCUSSION

CEO's Report

CEO Sue Dreier reported on the following items:

- Staff are preparing for the upcoming service restoration and comprehensive design with Marketing plans being developed and items being produced. The public will begin to see information in February 2017 for the March 2017 service rollout as the agency is changing 500 bus stops. Staff will continue to keep the Board apprised.
- A Board retreat is tentatively being planned for the end of February 2017 where Board Members will update the Agency's strategic plan and help determine future growth plans and performance data. Finalization of the plan is anticipated in April and readiness for Board adoption thereafter. Ms. Dreier encouraged Board members to let her know if there were any additional items that they would like added for discussion to the Agenda.

INFORMATIONAL BOARD ITEMS

Chair Report

There were no items to report as Chair Keel was excused.

Sound Transit Update

Commissioner Strickland had no items to report.

Commissioners' Comments

Commissioners Mello and Strickland requested items be added to Board Retreat agenda with regards to the ORCA LYFT program, ORCA program and marketing/branding re-design.

Commissioner Anderson requested clarification regarding the change to 500 bus stops in connection with the March service restoration and inquired whether Pierce Transit has reached out to businesses and schools to get an idea of the impact the service change will have on non-riders within the local community.

Service Planning Assistant Manager Peter Stackpole provided clarification to Commissioner Anderson noting that the Agency has posted notices by bus stops and received feedback regarding the changes from riders on the practical implications. Mr. Stackpole also reported staff will be posting notices once more prior to the final rollout of additional service hours and will be sure to include outreach to local businesses and schools as requested.

EXECUTIVE SESSION

At 4:55 p.m. the regular meeting was recessed into Executive Session for approximately 10 minutes 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 increased price, pursuant to RCW 42.30.110 (1)(b). It was noted that formal action would occur in open session following the executive session.

At 5:05 p.m. Vice Chair Henderson extended the executive session 5 minutes. The extension was announced to attendees.

RECONVENE

At 5:11 p.m. the regular meeting was convened.

OTHER BUSINESS

Commissioners Anderson and Strickland **moved** and seconded to authorize the Chief Executive Officer, or designee, to negotiate a Purchase and Sale Agreement for the property located at 9622 40th Avenue SW, Lakewood, WA for the price discussed in Executive Session, and to delegate authority to the Executive Finance Committee to approve the final purchase and sale agreement.

Motion **carried**, 6-0.

ADJOURNMENT

Vice Chair Henderson adjourned the meeting at 5:12 p.m.

Kristol Bias
Records Coordinator/Deputy Clerk of the Board

Nancy Henderson, Vice Chair
Board of Commissioners

FOURTH QUARTER 2016

Report to Board of Commissions

Sole Source Over \$10,000

Contracts and Amendments - \$100,000 to \$200,000

Sole Source Over \$10,000				
Name	Description/Project	Explanation	Amount	Eff. Date
MConsulting, LLC	Provides consultation for design, implementation, integration, and operation of the Combined Communications Network security and management systems. Also provides oversight for the contractors and employees assigned to this project.	The vendor was on the team that developed, designed, installed and implemented the next generation security management system we are installing. They hold the required Motorola certifications and required knowledge/skills to access the proprietary areas of the system.	\$55,000	10/03/16
WesTek Marketing	The Stancil Central Archive Management Server will provide integration with the South Sound 911 recording enterprise system.	We receive our radio recordings from this vendor and archive them to South Sound's server. The vendor is the local distributor, installer, and maintainer of the proprietary Stancil recording system for South Sound 911.	\$36,640	10/26/16
Level 3 Communications, Inc.	The circuit going from the new phone system to the carrier to provide SLA quality of traffic that cannot be done with multiple vendors. Also adding a secondary, redundant circuit for disaster recovery back up.	This is the only vendor who can supply circuit all the way through with a service agreement in place. Switching vendors would result in excessive consulting fees.	\$35,000	10/28/16
Giro, Inc.	Agreement with Pierce Transit scheduling and planning software provider for integrated scheduling and scheduling optimization assistance.	Because this is proprietary software, only this vendor can provide assistance. The scope includes a review of current scheduling practices, crew rules and targets, reports and scenarios. Other agencies who have conducted this type of assessment have benefitted substantially in operational cost savings.	\$27,400	11/08/16
Michael E. Purdy	Follow-up meetings with Agency Procurement staff and user departments on their understanding of procurement processes, Pierce Transit, State, and FTA regulations and recommendations.	This vendor was originally selected through an informal bid process, and after the training he previously provided, has the unique knowledge of Pierce Transit and its procurement processes.	\$31,628	11/12/16

Sole Source Over \$10,000				
Name	Description/Project	Explanation	Amount	Eff. Date
Apollo Video Technology	Two years of preventative maintenance for bus onboard camera systems and associated equipment.	This vendor is the manufacturer and installer of the equipment/software on Pierce Transit and Sound Transit coaches. They are the sole provider of items that are compatible with existing inventory, systems, programs and services. They are the only factory-authorized provider of warranty service.	\$149,361	11/22/16
Trackit, LLC	Database stores all new operator training documentation.	No other vendor could provide mobile form based capability through an app and cloud service.	\$24,000	11/22/16
Contracts and Amendments over \$100,000 and below \$200,000 awarded from 10/1/16 -12/31/16				
Name	Description/Project	Explanation	Amount	Eff. Date
Multicare Health System	Contract for medical exam services.	Pre-employment physicals, drug testing, and hearing conservation.	\$175,000	10/01/16
Gray & Osborne, Inc.	Task order for general consultant services for architect/engineering and related services.	72nd Street Transit Center renewal.	\$109,844	10/27/16
Gray & Osborne, Inc.	Task order for general consultant services for architect/engineering and related services.	Tacoma Mall Transit Center renewal.	\$117,089	10/27/16
Gray & Osborne, Inc.	Task order for general consultant services for architect/engineering and related services.	Tacoma Community College Transit Center and Park & Ride renewal.	\$131,333	10/27/16

Sole Source: A circumstance when the vendor is the sole provider of licensed or patented goods or services, or has specialized knowledge or skill needed for a project when there is limited time and vendors with the expertise.

Amendments: Master agreements sometimes have amendments. This could be due to time extensions to a contract, or a situation where changing a contractor before the work is complete could cause delays, hardships and/or added costs.

FACT SHEET

TITLE: Authority to Enter Into and Execute a Fiscal Agreement with MultiCare Health Systems for Coordinated Transportation Services of the Adult Day Health Express

DIVISION: Specialized Operations

ORIGINATOR: Rob Andresen-Tenace
Specialized Transportation Manager

PRECEDING ACTION:

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

Resolution No. 14-052, Authorization of the Renewal and Ratification of Fiscal Agreement with MultiCare Health Systems for Coordinated Transportation Services of the Adult Day Health Express

Resolution No. 15-067, Authorization of the Renewal and Ratification of Fiscal Agreement with MultiCare Health Systems for Coordinated Transportation Services of the Adult Day Health Express

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

COORDINATING DEPARTMENT: Specialized Transportation

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

None

BUDGET INFORMATION

2017-2019 Budget Amount
\$1,400,000.

Required Expenditure
2017 \$426,710
2018 \$444,593
2019 \$463,012
\$1,334,315 Total

Impact
N/A

Explanation: N/A

BACKGROUND:

MultiCare Adult Day Health Center (ADHC) is a community-based program that helps participants continue to live as independently as possible. The age range of participants is 18 years old to 100+ years old. Participants normally attend 2-3 times per week; however, some participants attend up to 4 times per week.

Adult Day Health Express provides an economical and efficient form of special needs transportation for Multicare's ADHC clients in Pierce County. Services are provided by a third party transportation provider selected by Multicare; Pierce Transit funds the service, saving approximately 32,000 Pierce Transit SHUTTLE trips per year.

The Adult Day Health Express began as a six-month pilot project on February 1, 2010 as one of two pilot projects that were mandated through SHB 2072, designed to coordinate transportation between various agencies and eliminate barriers to transportation access.

This project has proven cost-effective and efficient in meeting the need of targeted stakeholders. Pierce Transit's cost benefit analysis identifies an annual savings of approximately \$567,875. The fiscal agreement designates Pierce Transit as the fiscal agent and primary funder of services. Under the agreement, Pierce Transit shall monitor and finalize requests for reimbursement to determine correctness.

Multicare receives a \$15 per person per day reimbursement directly from Medicaid for Medicaid eligible Participants. This reimbursement is deducted from Pierce Transit's payment to Multicare. MultiCare bills the Department of Social & Health Services (DSHS) Aging and Disabilities Services Administration (ADSA) at the rate of \$15.00 per person per day for transportation, for each of the Medicaid eligible participants.

This Agreement shall be retroactively applied to have an effective date of January 1, 2017 and shall end on December 31, 2017. This Agreement may be extended for two (2) additional one-year terms if both Parties agree in writing, and in any event, only after MHS provides satisfactory evidence of its Transportation Services Agreement with a Vendor who meets the requirements of the Services Agreement.

On December 19, 2016, MultiCare entered into a Services Agreement with a new transportation provider, necessitating the need for Pierce Transit and MultiCare to enter into a new Fiscal Agreement.

ALTERNATIVES:

Dissolve partnerships and return trips to the regular SHUTTLE service at an increased cost. This will also impact the program's viability as well as members of the community as some participants will no longer be able to attend MultiCare's Adult Day Health Program, for some the ADH Express is now their only source of transportation to this service.

RECOMMENDATION:

Authorize the Chief Executive Officer to enter into and execute a fiscal agreement with MultiCare Health Systems for coordinated transportation services of the Adult Day Health Express retroactive from January 1, 2017 through December 31, 2017, with the option of two one year extensions for the total amount of the contract not to exceed \$1,334,315.

FACT SHEET

TITLE: Authority To Execute A Sole Source Contract With
High Line Corporation For Upgrade And Hosting Services

DIVISION: Finance

ORIGINATOR: Erik Solberg, Sr. Project Manager

PRECEDING ACTION: PT 11-00 Program License Agreement #000101

COORDINATING DEPARTMENT: Project Management Office, Information Technology, Procurement

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

N/A

BUDGET INFORMATION

2017 Budget Amount	Required Expenditure	Impact
Capital Amount: \$29,700	Contract Amount: \$64,876	N/A
<u>Operating Amount: \$51,921</u>	Use Tax Amount: \$6,099	
Total: \$81,621	<u>15% Contingency: \$10,646</u>	
	Total Approved Expenditure: \$81,621	

Explanation: Costs are based on a quote provided by High Line Corporation to upgrade our Human Resources / Payroll software with new functionality and to migrate to a Software-as-a-Service (SaaS) model. The agreement covers the Annual Hosting Fee noted above, the cost of which will come out of the Information Technology M&O budget, not the project budget. The Annual Hosting Fee will be \$56,332.25.

BACKGROUND:

Implementation of the High Line HR/Payroll system was approved in November of 2000. The system was last upgraded in 2014. Over the past 17 years, since initial implementation of the High Line System, Pierce Transit has spent approximately \$1,276,806 in annual support costs, enhancements, upgrades, and a variety of licensing fees to

keep the system current and ensure human resources and payroll staff have the technology they need to support their job functions.

This project will result in a High Line System version (NextGen) upgrade and movement to a SaaS (vendor-hosted) model. The version upgrade has some process improvements for system users and makes it much easier to support the system. Nothing is installed on the user's computer, so upgrades are easier and troubleshooting is limited to the servers. The scope of the project includes technical and planning reviews, configuration, software installation, testing, staff training, troubleshooting, and go-live support.

Moving to a SaaS model will save the Agency money by having the same "system" available, with the vendor hosting the servers and disaster recovery. High Line would manage the services, patches, enhancements, and version upgrades along with disaster recovery. Onsite servers both at Pierce Transit and at our disaster recovery site would be eliminated. Pierce Transit's support agreement with Oracle would also be eliminated without sacrificing any functionality, saving the Agency \$26,950 annually.

ALTERNATIVES:

Option 1: Issue a request for proposals for a new system to replace our current system. This is not a viable option since replacement of the system would cost in excess of a few hundred-thousand dollars. The system was originally purchased in 2000 for approximately \$313,186 and we can expect the cost of a replacement system to be significantly higher.

Option 2: Do nothing. This option is not recommended as Pierce Transit moving to an upgraded hosted system will save the Agency both money and staff-time in the out years.

RECOMMENDATION:

Authorize the Chief Executive Officer to enter into and execute a sole source contract with High Line Corporation for upgrading and hosting services in the amount not to exceed \$81,621.

FACT SHEET

TITLE: Authority To Execute A Sole Source Contract For
Upgrading The Hastus Scheduling And Dispatch System
With GIRO, Inc.

DIVISION: Finance

ORIGINATOR: Erik Solberg, Sr. Project Manager

PRECEDING ACTION: Hastus Maintenance and Support Contract (Reference number: 673-2)

COORDINATING DEPARTMENT: Project Management Office, Information Technology, Procurement

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

N/A

BUDGET INFORMATION

2017 Budget Amount
\$961,975

Required Expenditure
Contract Amount: \$774,885.00
Use Tax Amount: \$72,839.19
10% Contingency: \$84,772.42
Total Approved Budget: \$932,496.61

Impact
N/A

Explanation: Costs are based on a quote provided by GIRO Inc. to upgrade base software and implement new components of the software for the Hastus scheduling and dispatch system used by Pierce Transit. The cost to upgrade is \$476,780 and the implementation costs for additional services and modules are \$298,105. Use tax was calculated on the contract amount at a rate of 9.4%. The contingency amount was calculated on the subtotal of the contract amount plus use tax.

BACKGROUND:

The Hastus planning and scheduling system was last upgraded in 2012. Since initial implementation, Pierce Transit has spent approximately \$2,990,119 on annual support costs, enhancements, upgrades, and variety of licensing fees to keep the system current and ensure that users have the technology they need to support their job function. The

Information Technology infrastructure replacement plan includes upgrades to this system every three years. The newest version of the Hastus software offered by GIRO will allow staff to take advantage of many new capabilities now offered to accomplish current tasks easier and more efficiently.

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

In addition to upgrading the core product, Pierce Transit is incorporating newly available Self-Service and BidWeb modules. The Self-Service is a web-based interactive module which allows operators to access their current information, view, and print assignments and payroll reports. It also allows operators to enter overtime preferences and absences, or request days off. BidWeb provides web-based bidding capabilities and supports a number of different bid types. Operators will utilize these features as they select and sign for their new shifts for an upcoming a service change. The purpose of these additional modules is to provide an automated interface for a number of transactions that now occur manually which will save staff time.

GIRO, Inc. is the vendor for this software and is the only firm that can furnish an upgrade to the Hastus system. They have provided superior service over the years. Hastus and its related modules are also successfully used at King County Metro and Community Transit, which greatly eases coordination as regional projects develop. GIRO has proposed this upgrade take place beginning next month and have staff available to implement the upgrade at this time.

ALTERNATIVES:

Option 1: Issue a request for proposals for a new system to replace our current system. This is not a viable option since replacement of the system would cost well over \$1,000,000.00. GIRO has just modified their licensing agreement, and our next maintenance and support agreement will cover license-free upgrades.

Option 2: Do nothing. This option is not recommended as Pierce Transit plans to move to Microsoft Windows 10 in the second quarter of 2017 and our current version of the Hastus software is not compatible.

RECOMMENDATION:

Authorize the Chief Executive Officer to execute a sole source contract for upgrading the Hastus scheduling and dispatch system with GIRO, Inc. in an amount not to exceed \$932,496.61.

FACT SHEET

TITLE: A Resolution Authorizing the Operation of the Seasonal Downtown to Defiance Pilot Service and the Execution of an Interlocal Agreement for Downtown to Defiance Trolley Pilot Service with City of Tacoma and Metropolitan Park District of Tacoma

DIVISION: Planning & Community Development

ORIGINATOR: Tina Lee, Community Development Administrator

PRECEDING ACTION: N/A

COORDINATING DEPARTMENT: Community Development; Transit Development

APPROVED FOR SUBMITTAL:

Chief Financial Officer

APPROVED FOR AGENDA:

Chief Executive Officer

General Counsel

ATTACHMENTS:

Proposed Resolution
Exhibit A, Proposed Interlocal Agreement

BUDGET INFORMATION

2017 Budget Amount
\$250,804

Required Expenditure
\$65,804 Pierce Transit
\$70,000 City of Tacoma
\$70,000 Metro Parks District
\$45,000 South Sound Together

Impact
(\$65,804)

Explanation: The budget amount represents 1,500 service hours estimated for the three month pilot trolley service period. Service hours will be utilized from service hours programmed in the 2017 Budget. Partnership funds of \$185,000 will support the demonstration project; in addition Pierce Transit will compete for an additional \$16,720 in grant funds from the Port of Tacoma.

BACKGROUND:

Project partners including the City of Tacoma, Metropolitan Park District of Tacoma (Metro Parks), Travel Tacoma, and Point Ruston reached out to Pierce Transit in 2015 seeking our support to develop and operate a seasonal trolley service connecting downtown Tacoma and Point Defiance Park via Ruston Way. Pierce Transit has not operated service on Ruston Way since 1991 when the Commencement Bayliner Route operated in this area. This proposed

seasonal pilot is modelled after the Gig Harbor Trolley service. The Downtown to Defiance Trolley pilot will provide data that can be used to evaluate the potential for an ongoing service along Ruston Way. In addition to ridership information from the service, our evaluation will include a rider survey, survey of businesses and hotels along the route, and potentially monitoring summer attendance at downtown museums, Point Defiance Zoo and hotel occupancy.

The Downtown to Defiance Trolley pilot service will operate Friday through Sunday from June 2 - September 3, 2017. In addition, we are exploring adding service on three Thursdays to coincide with the Tacoma Art Group's Third Thursday Art Walk days. The pilot service will be operated utilizing 30 foot CNG coaches which are currently in Pierce Transit's fleet. These buses will be wrapped with special materials to look like a trolley, feature unique branding on the exterior, and may have themed promotional information inside the vehicles. Pierce Transit's \$2 adult and standard youth and discounted fares will be valid for this service. Pierce Transit will promote the seasonal Downtown to Defiance pilot using our regular methods. In addition we are working with local and regional partners for a countywide marketing effort similar the "Destination Readiness" approach used to promote the recent US Open.

Project partners are contributing partnership funds to offset the cost of operating the pilot service including: \$70,000 from the City of Tacoma, \$70,000 from Metro Parks, a grant of \$45,000 which was awarded by the South Sound Together group, and \$25,000 from Point Ruston LLC to be used for purchase and distribution more than 600 Summer Youth Passes to students. Pierce Transit and the City of Tacoma will also submit an application to the Port of Tacoma seeking funds to offset the cost to operate service on the three Third Thursday Art Walk days during the trolley season.

ALTERNATIVES:

Do not move approval of the agreement with City of Tacoma and Metro Parks District and return the \$45,000 grant awarded by South Sound Together.

RECOMMENDATION:

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

RESOLUTION NO. 17-005

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Operation of the Seasonal Downtown to Defiance Pilot Service and the Execution of an Interlocal Agreement for Downtown to Defiance Trolley Pilot Service with City of Tacoma and Metropolitan Park District of Tacoma

WHEREAS, by Resolution No. 16-076, approved on the 12th day of December 2016, the Board of Commissioners of Pierce Transit adopted the 2017 Agency Budget, which included funds for a pilot seasonal trolley service between Downtown Tacoma and Point Defiance Park along Ruston Way; and

WHEREAS, Pierce Transit has not operated bus service on Ruston Way since 1991 when the Commencement Bayliner route operated along this corridor; and

WHEREAS, partners including the City of Tacoma, Metropolitan Park District, Travel Tacoma, and Point Ruston approached Pierce Transit seeking seasonal summer service that would operate from Downtown Tacoma to Point Defiance Zoo along Ruston Way; and

WHEREAS, the project partners desire to test a pilot service to determine the feasibility of future service along Ruston Way; and

WHEREAS, the seasonal Downtown to Defiance trolley pilot aims to promote economic development and provide access to local attractions for visitors and residents alike; and

WHEREAS, the City of Tacoma and the Metropolitan Park District of Tacoma will contribute a combined \$140,000 in partnership funds to offset the cost of operating the service; and

WHEREAS, the project partners have assisted Pierce Transit with obtaining \$45,000 in grant funds from South Sound Together to offset the cost of operating the service; and

WHEREAS, Pierce Transit staff will continue to seek partnership funds to support the Downtown to Defiance Trolley pilot. 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 direct staff to operate seasonal Downtown to Defiance Trolley pilot service from June 2 to September 2, 2017 to test the feasibility of said service.

Section 2. The Board of Commissioners authorizes the Chief Executive Officer to execute an Interlocal Agreement with City of Tacoma and Metropolitan Park District of Tacoma for 2017 Downtown to Defiance Trolley service in substantially the same form as Exhibit A attached hereto.

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

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4 PIERCE TRANSIT

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Kent Keel, Chair
8 Board of Commissioners
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11 ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC
15 Clerk of the Board

**Interlocal Agreement for 2017 Downtown to Defiance Trolley Service
Amongst City of Tacoma,
Metropolitan Park District of Tacoma,
and Pierce County Public Transportation Benefit Area**

Pursuant to ch. 39.34 RCW, this interlocal agreement (“Agreement”) is made and entered into this ____ day of _____, 201__ (the “Effective Date”), by and among the Pierce County Public Transportation Benefit Area Corporation (“Pierce Transit”), a Washington municipal corporation; the City of Tacoma (“City of Tacoma”), a Washington municipal corporation and city of the first class; and Metropolitan Park District of Tacoma, a special purpose district responsible for park and recreation programs (“Metro Parks”), all of which entities may be referred to hereinafter individually as “Party” or collectively as the “Parties.”

RECITALS

Whereas, the Parties have identified a need for a tailored transportation service from downtown Tacoma to Point Defiance Park, along Ruston Way; and

Whereas, this service is designed to promote Pierce County’s physical assets to both local residents and tourists alike to expand access and investment from across the South Sound region and beyond; and

Whereas, the seasonal trolley service will strengthen awareness of Tacoma and Pierce County as a place to live, work and play by promoting some of the South Sound’s local and regional treasures including museums, Ruston Way and Point Defiance Park; and

Whereas, the Downtown to Defiance Trolley service will aim to enhance the local economy by drawing more local and regional visitors to hotels, restaurants, parks and the zoo while attracting new investment to the South Sound region; and

Whereas, Pierce Transit’s 2017 Budget includes the required service hours to operate the seasonal Downtown to Defiance Trolley pilot service with contribution from partners including the City of Tacoma and Metro Parks; and

Whereas, the Parties desire to enter into an agreement to provide seasonal transportation service in 2017 between Memorial Day and Labor Day weekends; and

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

1. PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to enter into a mutually beneficial contractual relationship to provide seasonal trolley service in Tacoma. Such service is described in Attachment A to this Agreement and is referred to herein as the “Project.” Attachment A is incorporated herein and made a part of this Agreement by this reference.

- 1.2 This Agreement establishes the responsibilities of the Parties in relation to the Project, including methods for financing, implementing, improving and terminating the Project.

2. PIERCE TRANSIT'S RESPONSIBILITIES

- 2.1 Pierce Transit will provide and maintain the vehicles and operate the service as described in Attachment A.
- 2.2 Pierce Transit will pay its financial share as described in Attachment A.
- 2.3 Pierce Transit will operate the seasonal Downtown to Defiance Trolley service as described in Attachment A.
- 2.4 Pierce Transit will manage the placement and installation of required trolley bus stops. This includes the construction of a temporary bus stop in the southbound direction of Ruston Way on City of Tacoma owned property across from Harbor Lights Restaurant.
- 2.5 Pierce Transit will promote this seasonal trolley service through the Agency's regular communication channels, including: the March 2017 service change rider alert brochure; website promotion; social media; as feasible on rider alert signage at boarding locations; and posters inside Pierce Transit buses and SHUTTLE vehicles.
- 2.6 As available in Pierce Transit's 2017 Budget, the Agency will create and fund supplemental advertising to promote the service. Specific media placements will be coordinated by Pierce Transit's Marketing staff. Options may include: exterior transit advertisements on Pierce Transit vehicles; ad shelter displays; print ads in major publications such as the News Tribune, Herald, and Tacoma Weekly; and Downtown to Defiance trolley service brochures.
- 2.7 Pierce Transit will lead and coordinate the Parties' joint Marketing and Communications team.

3. CITY OF TACOMA'S RESPONSIBILITIES

- 3.1 City of Tacoma will pay its financial share as described in Attachment A.
- 3.2 City of Tacoma will provide assistance with approval of new bus stops required for the Downtown to Defiance Trolley service including review with Traffic Engineering and approval notice to Pierce Transit's Bus Stop Program.
- 3.3 The Downtown to Defiance Trolley will require installation of one southbound bus stop on Ruston Way which requires a temporary construction pad to be used for ADA accessible boarding. The site of this stop has already been identified and approved by Tacoma Public Works, Traffic Engineering Division. The City will provide approval to use this site for the service and the duration of the seasonal trolley service, will temporarily close two parking stalls needed for the bus stop. In

addition, the City will provide temporary signage and striping at this site to deter private vehicle parking in the pedestrian path from the bus zone.

- 3.4 City of Tacoma staff from Community and Economic Development Department and Media and Communications Office will actively participate on the Parties' joint Marketing and Communication team developing plans to promote the seasonal trolley service.
- 3.5 City of Tacoma will promote the service using available communication methods such as linking to the project website from the City's web site, social media postings, and other tools typically utilized by the City for outreach for its programs.

4. METRO PARKS' RESPONSIBILITIES

- 4.1 Metro Parks will pay its financial share as described in Attachment A.
- 4.1 Metro Parks will grant approval of temporary bus stops mutually agreeable to both Pierce Transit and Metro Parks at Point Defiance Park. These stops are tentatively identified at the Pagoda and Zoo entrance.
- 4.2 Metro Parks will work with Pierce Transit to explore the potential to temporarily redirect traffic flow around the Zoo to provide a more efficient traffic pattern for the buses operating the Downtown to Defiance Trolley service. If feasible, the design will be implemented in time for start of the service.
- 4.3 Metro Parks' staff will actively participate in the Parties' joint Marketing and Communication team developing plans to promote the service.
- 4.4 Metro Parks will promote the service using available communication methods such as linking to the project website from Metro Parks' and Point Defiance Zoo's web sites, include information on the Zoo's "How to Get There" web site, social media postings, and other tools typically utilized by Metro Parks for outreach for its programs.

5. COST OF SERVICE

The estimated cost of service is based on a cost per service hour and cost per service mile using Pierce Transit's cost allocation model. The estimated cost for the service uses service hours for the duration of the seasonal Downtown to Defiance Trolley service as well as the estimated miles operated by the trolley vehicles to provide the seasonal trolley service as outlined in Attachment A.

6. EFFECTIVE TERM OF AGREEMENT

This Agreement is entered into to be effective for a term beginning on the Effective Date and continuing through September 3, 2017.

7. PAYMENT PROCEDURES

- 7.1 Within 30 days of receipt of monthly invoices during the effective term, the City of Tacoma and Metro Parks will provide payment of pledged funds as described in Attachment A for the transit service provided for herein.
- 7.2 In kind donations that further support marketing and outreach efforts for the Downtown to Defiance Trolley Service are considered above and beyond the pledged funds and will not be considered as partial payment of this cost.

8. INDEMNIFICATION AND LEGAL RELATIONS

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

- 8.6 The provisions of this section shall survive any termination of this Agreement.

9. CHANGES AND MODIFICATIONS

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

10. TERMINATION OF AGREEMENT

- 10.1 Any of the Parties may terminate this Agreement, in whole or in part, upon forty-five (45) days' notice to the non-terminating Party(ies) for an uncured material breach by any other Party. Such termination shall be by written notice delivered by certified mail, return receipt requested, of intent to terminate.
- 10.2 If City of Tacoma or Metro Parks terminates, the Party that terminates will pay Pierce Transit their pro-rated share of the reasonable costs incurred by Pierce Transit for startup and operation costs through the date of termination.

11. FORCE MAJEURE

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

12. WAIVER OF DEFAULT

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

13. ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that no Party shall assign nor transfer in any manner any interest, obligation or benefit of this Agreement without the others' prior written consent.

14. NO THIRD PARTY BENEFICIARIES

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

15. MUTUAL NEGOTIATION AND CONSTRUCTION

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

16. ALL TERMS AND CONDITIONS

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

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

17. CONTACT PERSONS

The Parties hereby designate the following individuals as their contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement:

	City of Tacoma
Contact Name	Ricardo Noguero
Title	Director Community and Economic Department
Address	747 Market Street; Tacoma, WA 98402
Telephone	253-591-5141
E-Mail	rnoguera@cityoftacoma.org

	Metropolitan Park District of Tacoma
Contact Name	Joe Brady
Title	Chief Strategy Officer
Address	4702 S 19th St; Tacoma, WA 98405
Telephone	(253) 305-10
E-Mail	joeb@tacomaparks.com

	Pierce Transit
Contact Name	Tina Lee
Title	Community Development Administrator
Address	PO Box 99070; Lakewood, WA 98496
Telephone	253-589-6887
E-Mail	tlee@piercettransit.org

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

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the _____ day of _____, 2017.

CITY OF TACOMA

Approved as to Form:

Mark Lauzier, Assistant City Manager

Deputy City Attorney

Ricardo Noguero, Director Community and Economic Development
City of Tacoma

Date: _____

METRO PARKS

Shon Sylvia, Executive Director
Metropolitan Parks District of Tacoma

Date: _____

PIERCE TRANSIT

Sue Dreier, CEO
Pierce County Public Transportation Benefit Authority

Date: _____

Attachment A
Direct Financial Partnership Scope of Work
2017 Seasonal Downtown to Defiance Trolley Service
City of Tacoma, Metro Parks and Pierce Transit

I. Monetary Contributions: Monetary contributions of the Parties are as follows:

A. The estimated operational cost for the service is \$250,804 as described below.

Downtown To Defiance Trolley Estimated Route Costs		
Estimated Number of Days of Service		45
Estimated Service Hours		1,499.85
2017 Operating Cost per Service Hour		\$ 158.17
	Subtotal	\$ 237,231.27
Estimated Service Miles		14,287.50
2017 Operating Cost Per Service Mile		\$0.95
	Subtotal	\$ 13,573.13
Estimated Seasonal Trolley Route Costs		\$ 250,804.40

A. The City of Tacoma's partnership contribution to the service is \$70,000.

B. Metro Parks' partnership contribution to the service is \$70,000.

C. In addition to these partnership funds, South Sound Together is contributing grant funds of \$45,000 for the operation of the service.

D. Pierce Transit will contribute the remaining operational cost for the seasonal trolley service which is estimated at \$65,804. Pierce Transit will continue to seek partnership and grant funds to assist in the operational cost of this seasonal pilot trolley service. If actual costs exceed the estimated amount, Pierce Transit will be liable for the higher cost as long as the service provided does not change significantly. If the parties agree to alter the service in ways that result in an increase in service hours, then this cost-sharing agreement will be renegotiated.

E. In addition to its share of the seasonal trolley service operating cost, Pierce Transit will contribute an estimated \$130,000 for other in-kind required project expenses including marketing and promotion, bus stops and signage, operator uniforms, and seasonal trolley vehicle modifications.

F. All fares accepted on local Pierce Transit fixed route services will be accepted on the Downtown to Defiance Trolley service. The fare for the Downtown to Defiance

Trolley service will be \$2.00 adult, and standard youth and discounted fares. Fares will be retained by Pierce Transit in order to offset its in-kind and operational contributions. The price of a one-day unlimited use pass will be \$5.00. ORCA cards shall be valid for use on the Downtown to Defiance Trolley.

II. Description of Service

Downtown to Defiance Trolley Service will commence June 2, 2017 and terminate September 3, 2017. Service will be provided on Fridays, Saturdays and Sundays during the demonstration period, additionally service will be provided on Third Thursday Art Mingle Days. Trips will operate every 30 minutes approximately between the hours of 10:30am and 8:30pm. Every bus is ADA accessible with wheelchair lift.

Preliminary Routing and Bus Stops for Downtown to Defiance Trolley Service

