



**Pierce Transit Training Center  
3720 96<sup>th</sup> Street SW  
Lakewood, WA**

**Board of Commissioners Meeting  
January 8, 2018  
AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENTATIONS**

- Update on Commerce Street Placemaking Project Janine Robinson  
Senior Planner
- Fourth Quarter CTAG Update Cody Bakken  
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. The Chair, at his or her discretion, may reduce the comment time allowed to allow sufficient time for the Board to conduct business.)*

**CONSENT AGENDA**

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

1. Approval of Vouchers, January 2, 2018
2. Minutes: Regular Board Meeting of December 11, 2017
3. FS 18-001, A Resolution Authorizing the Chief Executive Officer to Execute a Quit Claim Deed to Transfer the Southern 7.5 Feet of Property at the 72nd and Portland Transit Center to the City of Tacoma

**ACTION AGENDA**

1. FS 18-002 A Resolution Appointing and Reappointing CTAG Members to the Community Transportation Advisory Group Penny Grellier  
Business Partnership Administrator

2. FS 18-003, A Resolution Appointing a Transit Representative and Alternate to the Puget Sound Regional Council Transportation Policy Board for Calendar Year 2018 Chair Keel
3. FS 18-004, A Resolution Authorizing the Chief Executive Officer to Enter Into a Funding Agreement with Joint Base Lewis McChord (JBLM) to Test Go Route 7 and Allow Use of Pierce Transit Facilities Tina Lee  
Community Development Administrator
4. FS 18-005 A Resolution Authorizing the Chief Executive Officer to Amend the 2018 Capital Budget and Award a Contract to Pease Construction for Tacoma Dome Mid-Life Repairs Brett Freshwaters  
Executive Director of Finance

#### **STAFF UPDATES/DISCUSSION**

- CEO's Report Sue Dreier  
Chief Executive Officer

#### **INFORMATIONAL BOARD ITEMS**

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

#### **EXECUTIVE SESSION**

- Quarterly Litigation Update Pursuant to RCW 42.30.110 (1)(i)

#### **ADJOURNMENT**

**PIERCE TRANSIT  
BOARD OF COMMISSIONERS  
MINUTES**

**December 11, 2017**

**CALL TO ORDER**

Chair Keel called the meeting to order at 4:06 p.m.

Commissioners present:

Kent Keel, Chair of the Board, City of University Place Mayor Pro Tem  
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  
Don Anderson, City of Lakewood Mayor (*arrived at 4:13 p.m.*)

Commissioners excused:

Bruce Dammeier, Pierce County Executive  
Ryan Mello, City of Tacoma Councilmember  
Rick Talbert, Pierce County Councilmember

Staff present:

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

For expediency purposes, Chair Keel requested that the Recognition for Marilyn Strickland and Heather Shadko under Chair Report of the agenda be moved up to Presentations.

**PRESENTATIONS**

**November 2017 Operator of the Month ~ Tony Barry**

Transit Operator Assistant Manager Ron MacKenzie honored Tony Barry for being selected November 2017 Operator of the Month. Mr. MacKenzie recognized Mr. Barry for achieving 25 years of accident-free driving and seven years on the Honor Roll since being hired in 1989. Mr. MacKenzie read positive customer compliments highlighting Mr. Barry's outstanding service and dedication to his profession.

Mr. Barry accepted the honorary certificate and the Board members extended their appreciation to Mr. Barry for his service.

## **Care-a-van Award**

### **1. FS 17-090, A Resolution Donating Surplus Vehicle #7144 to Mountain View Community Center Pursuant to the Pierce Transit Care-a-van Program**

Business Partnership Administrator Penny Grellier introduced a representative from the organization and the representative expressed his gratitude to Pierce Transit in receiving the van. (*Commissioner Don Anderson arrived at 4:13 p.m.*) Mountain View Community Center stated the addition of this van allows the organization to expand their programming to another school, allows more youth in the area to participate and provides transport to a group of area seniors on a day trip.

Commissioners Keel and Henderson **moved** and seconded to approve Resolution No. 17-054 awarding a Care-a-van vehicle to Mountain View Community Center, subject to the terms and conditions of the Care-a-van Agreement.

Motion **carried**, 6-0.

### **Recognition for Marilyn Strickland and Heather Shadko for Serving on the Pierce Transit Board**

Chair Keel and the Board extended their appreciation to Commissioners Strickland and Shadko for their years of service on the Pierce Transit Board.

Chair Keel presented both Commissioners with a plaque and flowers to which they shared their many positive experiences with Pierce Transit.

### **PUBLIC COMMENT**

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

- Cinderella Helga, Lakewood, extended her appreciation to Commissioners Strickland and Shadko for their service on the Pierce Transit Board and reported on her customer service experience as it relates to the agency's ADA appeals process.
- Isaac Tate, Lakewood, President of the Amalgamated Transit Union 758 expressed his desire for the agency to provide additional bus service and extended bus service hours in lieu of focusing on choice riders.
- Walt Hurd, Tacoma, reported that the smoking ordinance is still not being enforced and reported on his experience while riding the 594 bus.

## **CONSENT AGENDA**

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

Commissioners Anderson and Shadko **moved** and seconded to approve the consent agenda as presented.

Motion **carried**, 6-0.

1. Approval of Vouchers, December 1, 2017  
Operating Fund #10  
Self-Insurance Fund #40  
Capital Fund #90  
Voucher CK Nos. 359302 through 359882  
Advance Travel CK Nos. 1258 through 1267  
Wire Nos. 2088 through 2109  
Total \$8,154,341.48
2. Minutes: Special Study Session & Regular Board Meeting of November 13, 2017
3. FS 17-080, Authorized the Chief Executive Officer to enter into and execute the Sole Source Renewal Agreement for Microsoft Premier Services for 2018
4. FS 17-081, Authorized the Chief Executive Officer to enter into and execute a contract with Christensen, Inc., to perform shelter and lighting repairs at the SR-512 Transit Center in an amount not to exceed \$298,000
5. FS 17-082, Approved Resolution No. 17-047, authorizing the Chief Executive Officer to enter into and execute a contract for Third Party Administration of Workers' Compensation with Eberle Vivian for the period of January 1, 2018 through December 31, 2021, with two optional one-year periods
6. FS 17-083, Approved Resolution No. 17-052, authorizing the Chief Executive Officer to enter into and execute an Agreement with the City of Tacoma to provide commute trip reduction services and outreach to City of Tacoma employers from July 1, 2017 – June 30, 2019
7. FS 17-084, Approved Resolution No. 17-053, authorizing the Chief Executive Officer to enter into and execute a Memorandum of Agreement with Pierce County to provide commute trip reduction (CTR) services and outreach to CTR affected employers in Pierce County from July 1, 2017 – June 30, 2019
8. FS 17-085, Authorized the Chief Executive Officer to enter into and execute a multi-year contract with American Custodial, Inc., for Industrial Janitorial Services in an amount not to exceed \$1,022,640.

## **ACTION AGENDA**

### **1. FS 17-086, A Resolution Approving the Second Amendment to the Memorandum of Understanding Between Pierce County and Pierce Transit Supporting Beyond the Borders Special Needs Transportation**

ADA Eligibility Administrator Tim Renfro introduced Program Manager Jerri Kelly from Pierce County who presented program details. It was noted that through the third quarter of 2017, Beyond the Borders has averaged 1, 251 trips per month, 63% of these trips connecting with Pierce Transit services. The approval of this item would allow for more parity as the boarding demand increases.

A short discussion ensued with regards to logistics of the program.

Commissioners Shadko and Strickland **moved** and seconded to approve Resolution No. 17-050, authorizing the Chief Executive Officer to enter into and execute the Second Amendment to the Memorandum of Understanding Between Pierce County and Pierce Transit Supporting Beyond the Borders Special Needs Transportation.

Motion **carried**, 6-0.

### **2. FS 17-087, A Resolution Authorizing the Chief Executive Officer to Enter Into and Execute an Agreement With Washington State Transit Insurance Pool (WSTIP) for Collision Avoidance System Project**

Project Management Office Manager Heidi Soule presented on the item, noting the project background, description and agreement details.

A discussion ensued with regards to system capabilities, safety, data collection and bus Operator feedback.

Commissioners Shadko and Strickland **moved** and seconded to approve Resolution No. 17-048, authorizing the Chief Executive Officer to enter into and execute an Agreement with Washington State Transit Insurance Pool (WSTIP) for Collision Avoidance System Project.

Motion **carried**, 6-0.

### **3. FS 17-088, Adoption of the Annual Budget for Fiscal Year 2018**

Executive Director of Finance, CFO Brett Freshwaters presented on the item.

Commissioners Shadko and Henderson **moved** and seconded to approve Resolution No 17-049, adopting the 2018 Budget as presented at the November 13, 2017 Board Meeting.

Motion **carried**, 6-0.

Chair Keel commended agency staff for all of the work that was put into this item.

4. **FS 17-089, A Resolution Authorizing the Terms and Conditions of the Collective Bargaining Agreement with the Amalgamated Transit Union, Local 758, for the Period of July 1, 2017 Through December 31, 2020 and To Apply the Same 1.45% Pay Increase to Certain Medicare Excluded Non-Represented Employees**

Labor Relations Officer Anh Hoang presented on the item.

Upon inquiry from Commissioner Henderson, Ms. Hoang noted the number of individuals impacted by the Medicare pay increase.

Commissioners Shadko and Strickland **moved** and seconded to approve Resolution 17-051, authorizing the Chief Executive Officer to enter into and execute the Collective Bargaining Agreement with the Amalgamated Transit Union, Local 758 for the period covering July 1, 2017 to December 31, 2020, and to apply the same 1.45% pay to Medicare Excluded non-represented employees.

Motion **carried**, 6-0.

A photograph between agency staff and ATU members was taken. (*Commissioner Strickland left the meeting at 5:11 p.m.*)

## **INFORMATIONAL BOARD ITEMS**

### **Chair Report**

Chair Keel proposed the idea of possibly adding the Pledge of Allegiance to the opening of future Board meetings, extended a reminder of two new members joining the Board in early 2018, and requested agency staff provide an update on its Strategic Plan at the upcoming January 8, 2018 Board meeting.

### **Commissioners' Comments**

Commissioner Shadko shared her support for public comments provided earlier in the meeting and stressed the importance of keeping the vulnerable in mind when conducting agency business.

Commissioner Henderson shared a recent article from the Seattle Times regarding Alaska Airlines dropping its monthly transit-pass subsidy for employees. Commissioner Henderson also commended Transit Operator Trainee Keith Kramer for saving a life while off duty on October 28, 2017.

Commissioner Anderson reported a possible Amtrak study taking place around the Joint Base Lewis-McChord (JBLM) area in the near future.

### **Sound Transit Update**

Chair Keel reported that Sound Transit has been going through the cycle of passing their budget and that there will be related updates forthcoming.

## **STAFF UPDATES/DISCUSSION**

### **CEO's Report**

Chief Executive Officer Sue Dreier reporting on the following items:

- An update with regards to Ms. Dreier's recent trip to Washington D.C. for the American Public Transportation Association (APTA) 2017 Committee and Leadership Meetings, as well as meetings with the Bus Coalition where Ms. Dreier took part in advocating for bus and bus facility funding.
- Fixed route ridership is doing well and continues to grow.
- Appreciation to agency and union staff members with regards to their work on the most recent finalization and approval of the Collective Bargaining Agreement.
- Appreciation to Commissioner Shadko for her service on the Pierce Transit Board, noting that Commissioner Shadko's tenacity for transit will be missed.

## **ADJOURNMENT**

Commissioners Anderson and Henderson **moved** and seconded to adjourn the meeting at 5:23 p.m.

Motion **carried**, 5-0.

### ***Handouts Provided:***

- Mountain View Community Center Annual Report – Fiscal Year 2017
- Pierce Transit Major Capital Initiatives Update – December 11, 2017

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Kristol Bias  
Records Coordinator/Deputy Clerk of the Board

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Kent Keel, Chair  
Board of Commissioners





Board of Commissioners  
Fact Sheet No.: 18-001  
Date: January 8, 2018

**TITLE:** A Resolution Authorizing the Chief Executive Officer to Execute a Quit Claim Deed to Transfer the Southern 7.5 Feet of Property at the 72nd and Portland Transit Center to the City of Tacoma

**DIVISION:** Planning & Community Development

**SUBMITTED BY:** Janine Robinson, Senior Planner

**RELATED ACTION:** N/A

**ATTACHMENTS:** Proposed Resolution  
Exhibit A, Legal Description and Parcel Map

**RELATION TO STRATEGIC PLAN:** Financial

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## BACKGROUND:

Pierce Transit sought permits from the City of Tacoma to complete improvements to the 72<sup>nd</sup> and Portland Transit Center facilities located at 1319 East 72<sup>nd</sup> Street. During the City's review, they discovered that the public sidewalk running across the southern border of Pierce Transit's property was not within the City of Tacoma's right-of-way. They require that all public sidewalks be within the city's right of way. To meet this requirement, 7.5 feet across the southern border of the 72<sup>nd</sup> Street Transit center needs to be transferred over to the City and come under City ownership. Pierce Transit legal staff and City staff determined transfer of this ownership is appropriate and beneficial to Pierce Transit in that it will relieve the Agency of maintenance responsibility for this property and will allow for permits to be issued for other required improvements at this transit center. The use and function of the sidewalk will not change because of the property transfer.

## STAFF RECOMMENDATION:

Transfer ownership of the southern 7.5 feet of the 72nd and Portland Transit Center property to the City of Tacoma.

## ALTERNATIVES:

Do not transfer the property to the City of Tacoma, however the City may withhold permits for transit center improvements.

## PROPOSED MOTION:

Approve Resolution No. 18-001, authorizing the Chief Executive Officer to execute a quit claim deed to transfer the southern 7.5 feet of property to at the 72nd and Portland Transit Center to the City of Tacoma.

**RESOLUTION NO. 18-001**

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to Execute a Quit Claim Deed to Transfer the Southern 7.5 Feet of Property at the 72<sup>nd</sup> and Portland Transit Center to the City of Tacoma

WHEREAS, Pierce Transit owns real property located at 1319 East 72<sup>nd</sup> Street and operates a transit center and park and ride facility at that site; and

WHEREAS, when the property was developed in the early 1990s the City did not require the public sidewalk area to be dedicated to the City as right-of-way; and

WHEREAS, the City now requires that ownership of the 7.5-foot public sidewalk portion of the property's southern frontage to be transferred to the City in order for improvements to the transit center facility to be permitted; and

WHEREAS, the City of Tacoma and Pierce Transit have determined that the transfer of this property by means of a quit claim deed is in the best interests of Pierce Transit, both to relieve Pierce Transit of maintenance responsibilities for this area but also to allow for permitting of the proposed improvements.

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 a quit claim deed to transfer the southern 7.5 feet of property at the 72nd and Portland Transit Center to the City of Tacoma as described in Exhibit A.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 8th day of January, 2018.

PIERCE TRANSIT

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Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC  
Clerk of the Board

## EXHIBIT "A"

### LEGAL DESCRIPTION

The South 7.5 feet of the following described property:

Lots 1 to 12, inclusive, Block 49; Lots 1 to 12 inclusive, Block 50; that portion of Lots 1 to 12, inclusive, Block 51, described as follows:

BEGINNING at the Southwest corner of said Block 51;

THENCE North  $01^{\circ}51'47''$  East 37.25 feet along the West line of said Block 51;

THENCE South  $88^{\circ}21'52''$  East 308.87 feet to the East line of said Block 51;

THENCE South  $01^{\circ}54'37''$  West 36.37 feet along the East line of said Block 51 to the Southeast corner of said Block 51;

THENCE North  $88^{\circ}31'37''$  West 308.84 feet along the South line of said Block 51 to the POINT OF BEGINNING.

TOGETHER WITH those portions of East 71st Street lying between Blocks 50 and 51, and the alleys lying between Blocks 49 and 50, all as vacated by Ordinance No. 23409 of the City of Tacoma, recorded under Auditor's NO. 8602030338.

All in the Plat of Union Pacific Addition to Tacoma, according to Plat recorded in Book 7 of Plats at Page 1, in Pierce County, Washington.

Said description is also known as Parcel "B" of that certain Boundary Line Adjustment Survey, recorded under Auditor's File No. 9406020287, records of Pierce County, Washington.

Contains: 2,315 Square Feet, more or less.

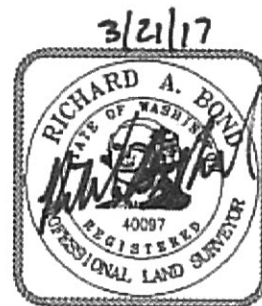
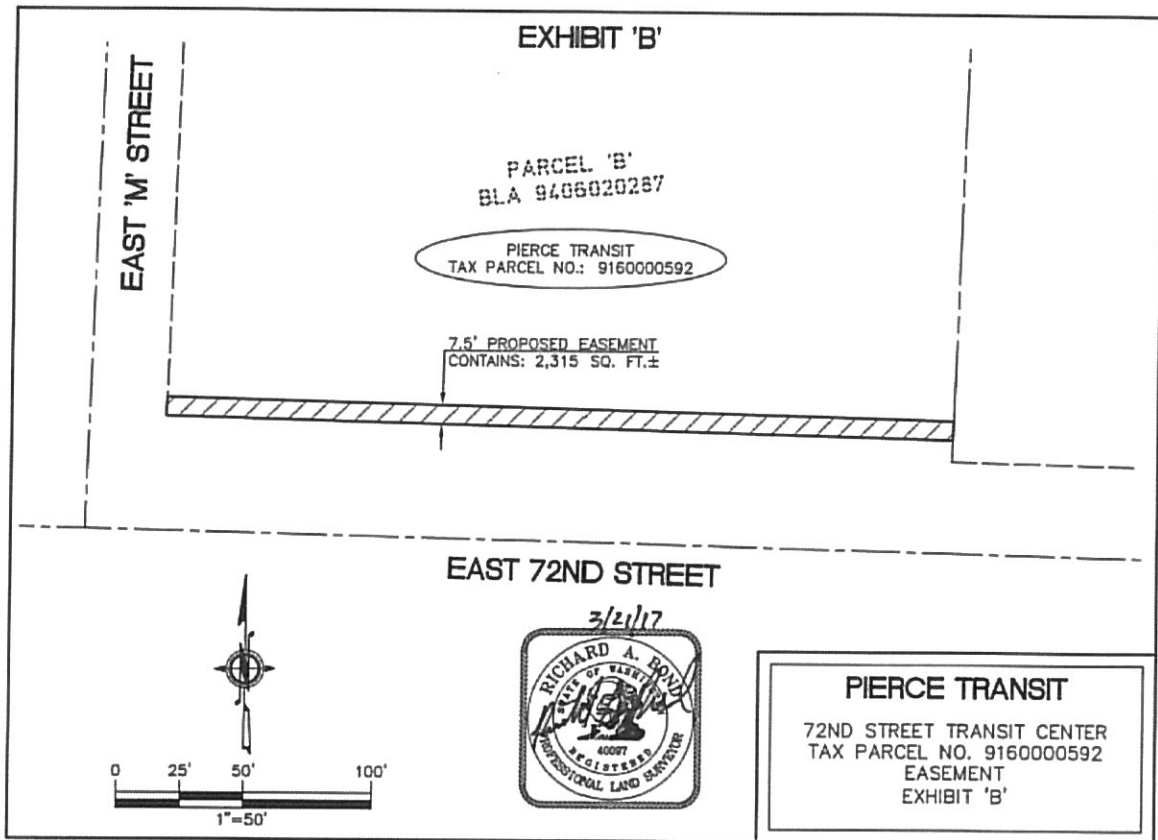


EXHIBIT "B"

MAP DEPICTION





Board of Commissioners  
Fact Sheet No.: 18-002  
Date: January 8, 2018

TITLE: A Resolution Appointing and Reappointing CTAG Members to the Community Transportation Advisory Group

DIVISION: Planning & Community Development

SUBMITTED BY: Penny Grellier, Business Partnership Administrator

RELATED ACTION: Resolution No. 15-005, Amending Pierce Transit Code Section 1.94.040 and 1.94.050 Regarding the Community Transportation Advisory Group Composition and Membership Process

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Customer

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## BACKGROUND:

The purpose of the CTAG is to offer an opportunity for community stakeholders to provide feedback and suggest improvements and recommendations on plans, policies, and services offered by Pierce Transit.

CTAG is an integral part of the Agency's overall public involvement efforts and an important conduit for obtaining public input, communicating to the public and encouraging public support for transit.

Pierce Transit's Community Transportation Advisory Group (CTAG) is comprised of up to nine (9) community members.

As of December 31, 2017, there were three (3) vacancies on the CTAG. Two vacancies occurred because of expired terms, and one as a resignation due to schedule conflicts earlier this year.

As provided by Article V of the CTAG Charter, the Agency recruits and selects new CTAG members through an application process. The Agency has conducted a public application and recruitment process to fill CTAG vacancies with members that represent the broad diversity of the Pierce Transit service area.

Advertisements ran in local weekly and daily newspapers in November and were posted via Pierce Transit's website, Facebook and Twitter accounts. The Agency also posted a press release also went to media partners.

The Agency received eight applications in response to its recruitment and outreach. The application materials for all applicants were reviewed by the Pierce Transit CTAG Liaison. The CTAG Liaison selected five applicants for interviews (in-person and by phone) based upon how prior work experience, education or volunteer activities contributed to the improvement of public transit, how they felt public transit benefits people who do not regularly ride the bus, leadership experience and what community networks or groups would be served by their presence on CTAG.

A selection committee comprised of CTAG Vice Chair Cody Bakken, PT staff Tim Renfro, Rebecca Japhet, and Lani Fowlkes, and Penny Grellier (CTAG Liaison) participated in the interviews, ranking candidates according to type and size of constituent group represented, leadership experience, community connections and communication opportunities, and ability to bring unique perspective to CTAG.

Following the completion of interviews on December 11 and 12, Aaron Dumas, Blake Geyen and William Elder are recommended by the selection committee to the Board of Commissioners to fill three (3) current CTAG vacancies. Their terms will begin January 25, 2018. Don Green is recommended as alternate appointee to fill any vacancy that may occur within the next year. Mr. Green's term will begin January 25, 2018.

Article V of the CTAG Charter provides that staff will recommend members for reappointment to the Board. Staff recommends that Sandy Paul and Hongda Sao, current CTAG members, be reappointed to three-year terms beginning January 25, 2018 and ending December 31, 2020.

Although Sandy and Hongda's initial terms expired December 31, 2017, they have chosen to stay for an additional three-year term to support the success of CTAG.

**STAFF RECOMMENDATION:**

Appoint Aaron Dumas, William Elder and Blake Geyer each to a CTAG term beginning January 25, 2018 and ending December 31, 2020. Appoint Don Green as alternate with a one-year term beginning January 25, 2018. Reappoint Sandy Paul and Hongda Sao, current CTAG members, to three-year terms beginning January 25, 2018 and ending December 31, 2020.

**ALTERNATIVES:**

Decline to appoint any or all of the proposed candidates for appointment or reappointment to the CTAG and direct staff to continue the recruitment process to allow additional applicants to materialize.

**PROPOSED MOTION:**

Approve Resolution No. 18-002 appointing and reappointing CTAG members to the Community Transportation Advisory Group as presented.

## RESOLUTION NO. 18-002

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Appointing and Reappointing CTAG Members  
2 to the Community Transportation Advisory Group  
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4 WHEREAS, the Board adopted the Charter and created the Community Transportation Advisory Group  
5 (CTAG) on August 13, 2012; and

6 WHEREAS, the purpose of the CTAG was to offer an opportunity for community stakeholders to provide  
7 feedback and suggest improvements and recommendations on plans, policies, and services offered by Pierce  
8 Transit; and

9 WHEREAS, the CTAG is an integral part of the Agency's overall public involvement efforts and an  
10 important conduit for obtaining public input, communicating to the public and encouraging public support for  
11 transit; and

12 WHEREAS, three vacancies currently exist in the nine-member CTAG; and

13 WHEREAS, the Agency has conducted a public application and recruitment process to fill CTAG  
14 vacancies with members that represent the broad diversity of the Pierce Transit service area; and

15 WHEREAS, the Agency has screened applications and interviewed prospective applicants for CTAG and  
16 recommended Aaron Dumas, Blake Geyen and William Elder for regular appointment to a term beginning  
17 January 25, 2018 and ending December 31, 2020; and

18 WHEREAS, Staff recommends the appointment of Don Green as alternate to a CTAG term beginning  
19 January 25, 2018 and ending December 31, 2018. If a vacancy occurs during that term, Mr. Green will fill it for  
20 the remainder of that departing member's term; and

21 WHEREAS, Staff recommends the reappointment of Sandy Paul and Hongda Sao to CTAG terms  
22 beginning January 25, 2018 and ending December 31, 2020.

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

24 Section 1. The Board of Commissioners hereby appoints Aaron Dumas, William Elder and Blake  
25 Geyen each to a CTAG term beginning January 25, 2018 and ending December 31, 2020.

26 Section 2. The Board of Commissiners hereby appoints Don Green as alternate CTAG member with  
27 a one-year term beginning January 25, 2018.

Section 3. The Board of Commissioners hereby reappoints Sandy Paul and Hongda Sao, current CTAG members, to three-year terms beginning January 25, 2018 and ending December 31, 2020.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 8th day of January, 2018.

PIERCE TRANSIT

Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC  
Clerk of the Board





Board of Commissioners  
Fact Sheet No.: 18-003  
Date: January 8, 2018

TITLE: A Resolution Appointing a Transit Representative  
and Alternate to the Puget Sound Regional Council  
Transportation Policy Board for Calendar Year 2018

DIVISION: Executive

SUBMITTED BY: Deanne Jacobson, Assistant to the  
CEO/Clerk of the Board

RELATED ACTION: Resolution No. 14-043, Establishing the PSRC Transportation Policy Board Appointment Policy

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: N/A

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## BACKGROUND:

In response to direction in the Federal Transportation Act MAP-21, in 2014 the PSRC Executive Board changed the structure of the Transportation Policy Board so that transit will be represented in a voting capacity. The new board structure eliminated the non-voting transit agency seats and added five voting seats: one regional seat for Sound Transit and one specifically designated local transit seat for each county. According to current PSRC Policy Board Appointment Policy, voting members must be elected officials, so all five seats and alternates must be filled with elected officials appointed by the transit boards to specifically represent transit interests. For the regional transit seat, the appointment will be made by the Sound Transit Board. For the countywide transit seats, the appointment will be made by the Board of the largest transit agency in the county, but the member will represent all transit interests and providers within the county. Pierce Transit serves as the largest transit agency in Pierce County.

Each year, the Pierce Transit Board of Commissioners elects a primary and alternate representative to serve on the Puget Sound Regional Council Transportation Policy Board. The term of these appointments shall be from January 1, 2018 through December 31, 2018.

As information, the Transportation Policy Board advises the Executive Board of the Puget Sound Regional Council on transportation issues pursuant to federal and state legislation and appropriate related concerns of jurisdictions, citizens, and other interests. Transit-related work of the TPB includes, but is not limited to:

- Updating the metropolitan transportation plan, including transit elements (Transportation 2040 and successor documents),
- Recommending Executive Board action on federal transportation funds;
- Taking action on the findings of conformance to new Sound Transit System Plan before a public vote, as required by state law;
- Reviewing and commenting on annual transit coordination reports and other transit-related documents that are presented to the TPB; and

- Discussing and making recommendations on emerging transportation issues.

The PSRC Transportation Policy Board meets the second Thursday of each month from 9:30 – 11:30 am at the Puget Sound Regional Council office located at 1011 Western Ave., 5<sup>th</sup> Floor, Seattle. The next meeting is January 11. In 2017, Commissioner Ryan Mello served as the primary representative and Commissioner Rick Talbert served as the alternate.

#### Nomination and Election Process

1. Chair opens the floor to nominations.
2. After all nominations have been made, the Chair seeks a motion and second to close nominations.
3. The Chair should call for the vote on each nominee in the order in which they were nominated.
4. The first nominee to receive a majority vote is elected.

#### STAFF RECOMMENDATION:

N/A

#### ALTERNATIVES:

N/A

#### PROPOSED MOTION:

Approve Resolution No. 18-003, authorizing the appointment of \_\_\_\_\_ to serve as the primary transit representative and \_\_\_\_\_ to serve as the alternate transit representative for the Puget Sound Regional Council Transportation Policy Board for calendar year 2018.

**RESOLUTION NO. 18-003**

A RESOLUTION of the Board of Commissioners of Pierce Transit Appointing a Transit Representative and Alternate to the Puget Sound Regional Council Transportation Policy Board for Calendar Year 2018

WHEREAS, the Puget Sound Regional Council (PSRC) has multiple committees including the Transportation Policy Board (TPB); and

WHEREAS, pursuant to PSRC policy, Pierce Transit is the largest transit agency in Pierce County and serves as the appointing authority for the transit TPB representative; and

WHEREAS, the Pierce Transit Board of Commissioners shall appoint a primary representative and an alternate to the TPB; and

WHEREAS, the appointed representatives shall represent all transit interests and providers within the county; and

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

Section 1. The Board of Commissioners authorizes the appointment of \_\_\_\_\_ to serve as the primary Pierce County transit representative to the Puget Sound Regional Council Transportation Policy Board; and \_\_\_\_\_ to serve as the alternate Pierce County transit representative to the Puget Sound Regional Council Transportation Policy Board for calendar year 2018.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 8<sup>th</sup> day of January 2018.

PIERCE TRANSIT

\_\_\_\_\_  
Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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



Board of Commissioners  
Fact Sheet No.: 18-004  
Date: January 8, 2018

**TITLE:** A Resolution Authorizing the Chief Executive Officer to Enter Into a Funding Agreement with Joint Base Lewis McChord (JBLM) to Test Go Transit Route 7 and Allow Use of Pierce Transit Facilities

**DIVISION:** Planning & Community Development

**SUBMITTED BY:** Tina Lee, Community Development Administrator

**RELATED ACTION:**

Resolution No. 16-048, Approving Implementation of Alternative 2 of the Comprehensive Network Analysis

**ATTACHMENTS:** Proposed Resolution  
Exhibit A, MOA for use of Transit Facilities  
Exhibit B, MOA for Go Transit Route 7

**RELATION TO STRATEGIC PLAN:** Customer

**BUDGET INFORMATION**

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: N/A

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 128,847	Funds for the GO Transit pilot service are allocated in Pierce Transit's contract services budget.
Grant/Other Amounts	\$	
Total Expenditure	\$ 128,8	

**BACKGROUND:**

Pierce Transit's 2016 Comprehensive Network Analysis resulted in a determination by the Board in December 2016 that the Agency should implement "Option 2" which eliminates a low ridership segment of the Route 300 that travels to, from and onto Joint Base Lewis McChord (JBLM) from Bridgeport Way.<sup>1</sup> This portion of the route travels onto JBLM from the McChord gate at Bridgeport. In addition to delays due to security checks at the JBLM gate that impacted riders and on-time performance of the route, this segment of the route had traditionally low ridership and limited peak only trips. The eliminated service operated weekdays from approximately 7:30 am – 9:00 am and 3:30 pm - 6:00 pm with trips every 30 minutes during the peak. Staff investigated alternatives to continue to provide service and provide a connection onto this area of JBLM and proposes that Pierce Transit fund a new route operated through the GO Transit service partnership operated by JBLM and Pierce County (GO Transit Route 7). Our

<sup>1</sup> After implementation of Option 2 of the Comprehensive Network Analysis, the remaining portions of the Route 300 will be covered by increased service hours on Routes 206 and 4.

negotiations with JBLM started in September 2016. Though the hope was to start this service in early 2017, JBLM did not have the authority to proceed with this agreement at that time. JBLM has now completed their review and approval process for this agreement. As an interim measure, Pierce Transit has provided a connection to the base through a temporary on-demand service operated by our paratransit provider. That interim on-demand service carries an average of 12 people each weekday.

JBLM contains a population of more than 50,000 service members, contractors, retirees, and their families. This military community has significant transportation needs both inside and outside of its boundaries. JBLM experiences approximately 153,000 motor vehicle trips per day according to the South Sound Militaries and Communities Partnership. To aid in reducing vehicle congestion on base, JBLM operates GO Transit service on the base. Recent improvements in that service include connections off base to Pierce Transit routes at key transit centers and bus stops.

The proposed GO Transit Route 7 will test a new GO Transit route operating to, from, and on JBLM and traveling to the McChord Gate/San Francisco Street area of Lakewood continuing along Bridgeport to the Lakewood Towne Center. The proposed GO Transit Route 7 is anticipated to begin by April of 2018 and will provide transfers to Pierce Transit routes at the Lakewood Transit Center so that riders can easily access JBLM. Pierce Transit would fund this new weekday service which will include trips during the peak commute times to maintain a connection to JBLM. Like other GO Transit services, this service will be operated by GO Transit operators driving a leased van. The cost to ride the service is free, however, passengers must be able to access JBLM so all riders must possess a valid military identification or approved civilian identification card.

Because of the smaller, leased vehicle and low contract cost, Pierce Transit would realize a cost savings by funding the GO Transit Route 7 over the cost to operate the segment of the former Route 300 onto base. The estimated annual cost for the segment of Route 300 that operated on JBLM was \$564,560. The estimated GO Transit Route 7 cost of service is \$128,847, an estimated savings of \$435,712 that can be used for other fixed route services. As established during the Comprehensive Network Analysis, the cost savings associated with this efficiency will allow the Agency to put 2,755 of hours of additional service on other routes. Pierce Transit will continue to maintain paratransit service within our existing paratransit boundary on the McChord area of JBLM. Staff estimates that our annual paratransit trips to and from this area is 500 one-way trips at an annual cost of \$26,500.

#### STAFF RECOMMENDATION:

Pierce Transit staff will work with JBLM's GO Transit team to coordinate marketing and outreach efforts to build awareness for this service change. If the first year of service is successful, staff will return to the Board of Commissioners seeking potential approval for a contract amendment to extend the funding agreement for an additional two-year term. Staff also recommends allowing GO Transit to utilize authorized Pierce Transit bus stops and facilities. This arrangement is like access granted to other transportation services including Intercity Transit, Kitsap Transit and Sound Transit. There is no cost associated with this arrangement, if Pierce Transit incurs additional costs in the operation or maintenance of our facilities due to GO Transit's use of these facilities, we can terminate the agreement.

ALTERNATIVES:

Do not approve the Funding Agreement with Joint Base Lewis McChord for GO Transit Route 7, and either a) continue to serve that portion of the route 300 that operates on McChord via a deviation of Route 206 at a significantly increased cost which would result in reduction of hours elsewhere in the Pierce Transit system, contrary to the Board's decision to adopt Alternative 2 of the Comprehensive Network Analysis; or b) allow that portion of the eliminated Route 300 that connects with JBLM to be without service.

PROPOSED MOTION:

Approve Resolution No. 18-004, authorizing the Chief Executive Officer to enter into a funding agreement with Joint Base Lewis McChord for GO Transit Route 7 and allow use of Pierce Transit facilities.

## RESOLUTION NO. 18-004

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to Enter  
2 Into A Funding Agreement with Joint Base Lewis McChord (JBLM) to Test GO Transit Route 7 and Allow Use of  
3 Pierce Transit Facilities  
4

5 WHEREAS, Pierce Transit, Pierce County and Joint Base Lewis McChord (JBLM) have worked  
6 cooperatively on implementation of JBLM's base shuttle service known as GO Transit; and

7 WHEREAS; a limited number of GO Transit routes travel off base and provide convenient connections  
8 to Pierce Transit routes at locations including select bus stops, Lakewood Transit Center and the SR-512 Park  
9 and Ride; and

10 WHEREAS, any cost associated with allowing GO Transit services to use Pierce Transit bus stops and  
11 transit center zones is minimal; and

12 WHEREAS, By Resolution 16-048, Pierce Transit's Board of Commissioners adopted Alternative 2 of the  
13 Comprehensive Network Analysis which eliminated a portion of Route 300 operating onto JBLM due to low  
14 ridership and limited peak only trips along that segment of the route in addition to delays caused by security  
15 requirements at the JBLM gate; and

16 WHEREAS, Pierce Transit desires to continue to provide an alternative connection to the McChord area  
17 of JBLM previously served by Route 300; and

18 WHEREAS, JBLM is willing to add a new GO Transit Route 7 to provide convenient connections from  
19 Pierce Transit's routes at Lakewood Transit Center and Bridgeport Way onto JBLM; and

20 WHEREAS, the GO Transit model operates using leased vans and does not collect a fare; and

21 WHEREAS, the cost of the proposed GO Transit Route 7 to Pierce Transit under the proposed agreement  
22 is less than the cost of the current services operating onto JBLM; and

23 WHEREAS, the GO Transit Route 7 service is expected to begin by April 2018 will provide riders with  
24 an improved level of service with more trips and extended service hours onto JBLM from the Lakewood area  
25 while allowing Pierce Transit to use the savings experienced from not operating the eliminated portion of the  
26 Route 300 to allocate additional service hours elsewhere in the Pierce Transit system; and

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

28 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to Enter into  
29 an Agreement with Joint Base Lewis McChord for use of transit facilities, which is attached hereto as Exhibit  
30 A; and

Section 2. The Board of Commissioners authorizes the Chief Executive Officer to Enter into a Funding Agreement with Joint Base Lewis McChord to test GO Transit Route 7, which is attached hereto as Exhibit B.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 8th day of January, 2018.

## PIERCE TRANSIT

Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC  
Clerk of the Board



**Between  
Pierce County Public Transportation Benefit Area  
And  
Joint Base Lewis-McChord (JBLM)  
For  
Use of Transit Facilities**

**W12KAA-MOA-1086**

This Agreement is made by and between Pierce County Public Transportation Benefit Area Corporation (“Pierce Transit”), a Washington municipal corporation; and Joint Base Lewis-McChord (“JBLM”), referred to hereinafter individually as “Party” or collectively as the “Parties.”

**RECITALS**

Whereas, the Parties have identified a need for a tailored transportation service to, from and throughout JBLM which will be provided by GO Transit and that will connect to Pierce Transit’s services;

Whereas, the GO Transit service is designed to promote access to, from, and throughout JBLM providing access to employment sites, medical facilities, shopping and support facilities; and

Whereas, the GO Transit program is designed to improve transportation and reduce traffic around and on JBLM; and

Whereas, the GO Transit routes provide convenient connections to Pierce Transit routes and facilities; and

Whereas, the GO Transit program requires use of certain Pierce Transit facilities such as bus stops and transit centers;

Whereas, Pierce Transit is amenable to sharing its facilities and authorizing GO Transit’s services to utilize select bus zones and stops in order to improve coordination of public transit services;

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

**1. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to enter into a mutually beneficial contractual relationship to authorize GO Transit to utilize Pierce Transit facilities.

**2. GO TRANSIT SERVICE DESCRIPTION**

GO Transit is a JBLM transportation service. Routes operate primarily on base to provide direct connections to work stations, medical areas, shopping and life need sites. GO Transit routes are provided utilizing vans. The service does not collect a

fare. Eligible riders include military personnel or individuals with authorized base identification cards. GO Transit routes are designed in part to connect with Pierce Transit and other transit agencies' routes.

### **3. AUTHORIZED FACILITIES**

- 3.1 Pierce Transit hereby agrees that GO Transit may utilize its facilities as identified in Attachment 1.
- 3.2 Pierce Transit will add GO Transit signage and route information that is provided by GO Transit to Pierce Transit's existing amenities. Signage will need to be approved in advance by Pierce Transit so it does not conflict with existing Pierce Transit signage and information.
- 3.3 Information regarding GO Transit's schedules, services, agency logo/identification and information telephone numbers shall be submitted to Pierce Transit in a timely manner and in an appropriate format as specified by Pierce Transit.
- 3.4 Pierce Transit will utilize its standard signage, custom signage will be produced and funded by GO Transit at their expense.

### **4. GO TRANSIT CONNECTOR**

Pierce Transit agrees that GO Transit may operate its services between JBLM and Pierce Transit's facilities as detailed herein and on Attachment 1.

### **5. SERVICE CHANGES**

- 5.1 Recognizing that unique and unusual circumstances beyond the control of either party to this agreement may require at any given time of year, temporary or permanent changes in the operating schedules of mutually agreed upon connecting service, each party agrees to provide notice of any such changes to the other party with at the least the following timelines:
- 5.2 Permanent time adjustments must be communicated in writing to the other party of this agreement a minimum of sixty (60) days prior to commencement of the service change.
- 5.3 Temporary or immediate time adjustments must be communicated by telephone with a follow-up written communication (email is appropriate).

### **6. LEGAL RELATIONS**

- 6.1 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.

- 6.2 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.
- 6.3 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. In the event that a party is named in a claim, demand, and/or cause of action for acts or omissions attributable to the other party, the improperly named party shall give written notice of same to the other party within thirty (30) days of receipt, and the party responsible for the act or omission giving rise to the claim, demand or cause of action will be responsible for securing dismissal of the improperly named party.
- 6.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or in equity.
- 6.5 This Agreement shall be interpreted in accordance with federal law. 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.
- 6.6 The provisions of this section shall survive any termination of this Agreement.

## **7. CHANGES AND MODIFICATIONS**

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

## **8. TERM OF AGREEMENT**

- 8.1 Any of the Parties may terminate this Agreement, in whole or in part, for any reason provided, however, that insofar as practicable, the Party terminating the Agreement will give not less than ninety (90) calendar days prior notice to non-terminating Party. Such termination shall be by written notice delivered by certified mail, return receipt requested, of intent to terminate.
- 8.2 On or before April 1 of each calendar year, the Parties will meet and confer to identify necessary or appropriate modification to this Agreement. Any such modifications(s) shall be made as provided per this Agreement.

## **9 FORCE MAJEURE**

Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions; commandeering material, products, or facilities by the federal, state or local government; and/or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.

## **10 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.

## **11 ASSIGNMENT**

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

## **12 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.

## **13 MUTUAL NEGOTIATION AND CONSTRUCTION**

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

## **14 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.

## 15 CONTACT PERSONS

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

	<b>GO Transit</b>
Contact Name	Thomas Olsen
Title	Vice-Chairman GO Lewis McChord Board
Address	2012 Liggett Ave, Box 339500 MS17 Joint Base Lewis-McChord, WA 98433-9500
Telephone	(253) 966-1770
E-Mail	<a href="mailto:Thomas.w.olsen.civ@mail.mil">Thomas.w.olsen.civ@mail.mil</a>

	<b>Pierce Transit</b>
Contact Name	Peter Stackpole
Title	Service Planning Assistant Manager
Address	PO Box 99070 Lakewood, WA 98496
Telephone	253-581-8131
E-Mail	<a href="mailto:pstackpole@piercettransit.org">pstackpole@piercettransit.org</a>

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

- 16 **Effective Date.** This Agreement shall take effect when it is signed by all the Parties hereto.
- 17 **Expiration Date.** This Agreement expires on 1 February, 2026 unless amended, revised, superseded, or canceled prior to that date.
- 18 **Review of Agreement.** This Agreement will be reviewed triennially in its entirety.

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

**JBLM**

**PIERCE TRANSIT**

\_\_\_\_\_  
Daniel S. Morgan  
Colonel, IN  
Commanding

\_\_\_\_\_  
Sue Dreier, CEO  
Pierce County Public Transportation  
Benefit Authority

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

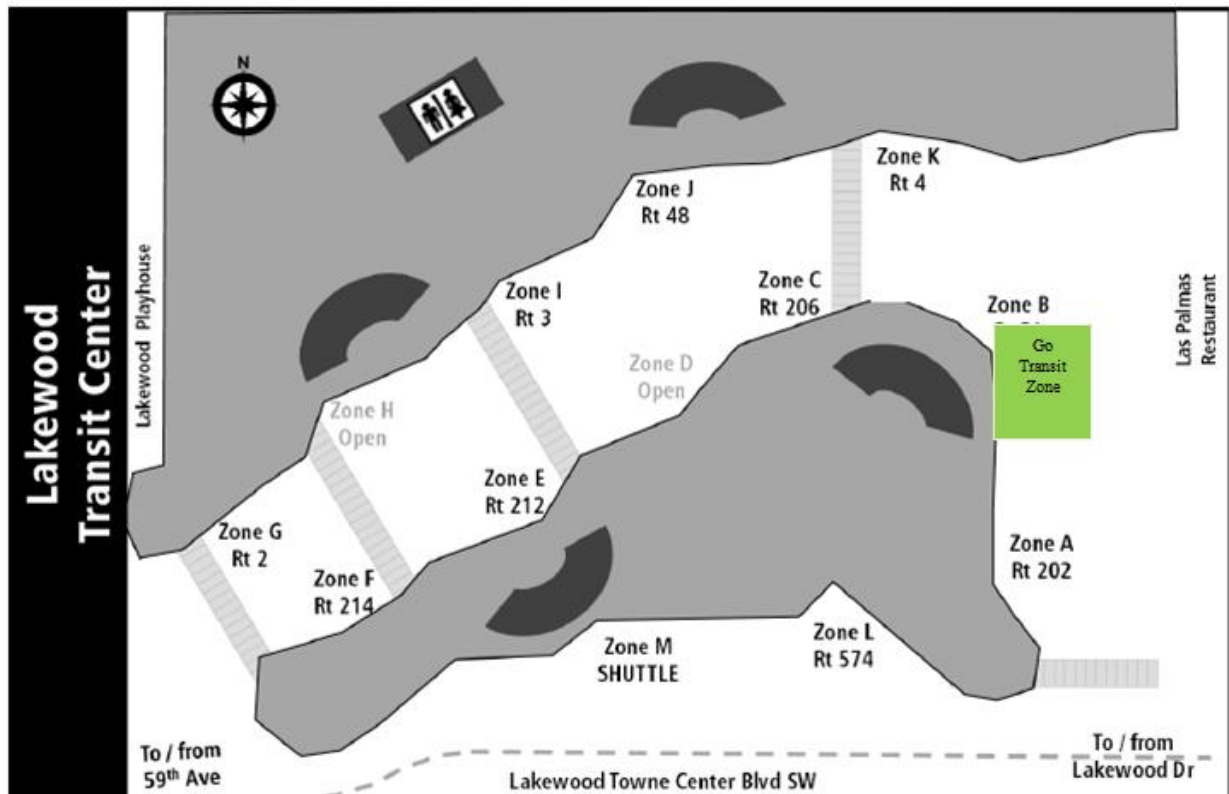
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## Attachment 1 to W12KAA-MOA-1086

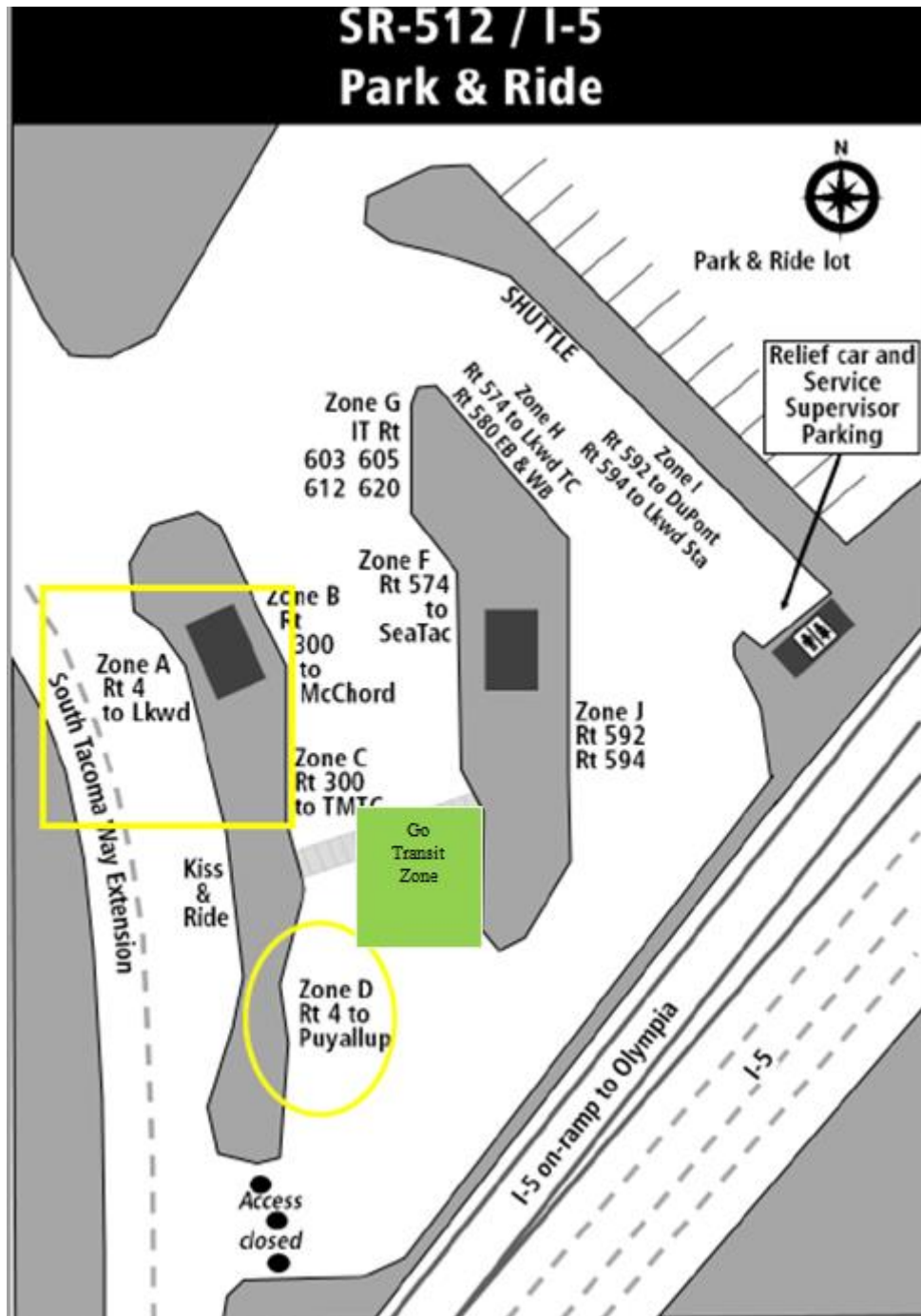
**2017 Transportation Agreement  
JBLM and Pierce Transit**

- I. GO Transit Service Locations: GO Transit is authorized to utilize certain Pierce Transit facilities as set forth herein to provide for connections between Pierce Transit and GO Transit riders. Any changes or additions to the facilities authorized pursuant to this Agreement must be agreed to in writing in the sole discretion of Pierce Transit. Any such authorization may be made by email correspondence.
- II. Facilities authorized for GO Transit use include:
  - A. Lakewood Town Center Transit Center, in zones and locations approved by Pierce Transit;
  - B. SR-512 Park and Ride, in zones and locations approved by Pierce Transit; and
  - C. Pierce Transit Bus Stops as approved below.

**A. Lakewood Towne Center Transit Center**



B. SR-512 Park and Ride





**C. Pierce Transit Bus Stops Approved for GO Transit Use**

Bus Stop ID	Direction	Street	Cross Street
4556	Northbound	San Francisco	Bridgeport
3759	Southbound	San Francisco	Bridgeport
639	Northbound	Bridgeport	Pacific Highway
4166	Southbound	Bridgeport	Pacific Highway
2044	Northbound	Pacific Hwy SW (Lakewood Ford)	47 <sup>th</sup> Avenue SW
2079	Southbound	Pacific Hwy SW (across from Lakewood Station)	47 <sup>th</sup> Avenue SW

**Funding Agreement  
Between  
Pierce County Public Transportation Benefit Area  
And  
Joint Base Lewis-McChord  
For  
GO Transit Route 7  
  
W12KAA-MOA-1087**

This Agreement is made by and between Pierce County Public Transportation Benefit Area (“Pierce Transit”), a Washington municipal corporation; and Joint Base Lewis-McChord, (“JBLM”), referred to hereinafter individually as “Party” or collectively as the “Parties.”

**RECITALS**

Whereas, the Parties have identified a need for a tailored transportation service operating from JBLM and connecting to Pierce Transit’s fixed route services in the Lakewood area; and

Whereas, JBLM operates public transportation services on the military installation; and

Whereas, JBLM’s GO Transit services are designed to improve transportation and reduce traffic on JBLM; and

Whereas, Pierce Transit’s fixed route services encounter delays accessing JBLM due to necessary security requirements at entrance gates which delay routes and impact Pierce Transit’s schedules; and

Whereas, pursuant to Pierce Transit Board of Commissioners Resolution 16-048, after a Comprehensive Network Analysis, the Board has adopted “Alternative 2” which realigns some of Pierce Transit’s route structure and eliminates a portion of the prior Route 300 that connected with and travelled onto JBLM ; and

Whereas, due to the security requirements, use of a smaller vehicle, and other factors, GO Transit can more efficiently and effectively provide service to, from, and onto and through JBLM than Pierce Transit is able to provide; and

Whereas, GO Transit proposes a new Route 7 that will promote access to, from and within JBLM including access to employment sites, medical facilities, and shopping located on JBLM; and

Whereas, Pierce Transit is amenable to sharing its facilities and authorizing JBLM’s GO Transit services to utilize select zones and bus stops at Pierce Transit Park and Rides in order to improve coordination of public transit services between our agencies;

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

## 1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions under which Pierce Transit will provide funding for JBLM to operate GO Transit Route 7 to extend service to provide a connection from JBLM to public transportation options in the Pierce Transit service area.

## 2. GO TRANSIT SERVICE DESCRIPTION

GO Transit is a JBLM-operated transportation service. Routes operate primarily on base to provide transit connections to work stations, medical areas, and base shopping sites. The GO Transit service is operated utilizing vans driven by GO Transit drivers. The service does not collect a fare. Anyone with access to JBLM may ride the GO Transit service while on base, and when travelling between base and off-base, eligible riders will be required to show proper identification to access the service.

## 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 Service Description. JBLM will be responsible for providing GO Transit Route 7 services, schedules will be adjusted utilizing data learned about the service as it continues to operate. The goal of the service will be to provide 20 trips, from approximately 7:30am-9:00am and 3:30pm-6:00pm for riders. GO Transit and Pierce Transit will coordinate on final service schedules, Pierce Transit will have final approval of the schedule for the services that are funded by this Agreement. The pilot service shall be by the Second Quarter of 2018, and end on or about March 31, 2019, unless terminated earlier pursuant to the terms of this agreement.

The service is intended to provide a convenient connection for riders transferring from Pierce Transit services seeking to access JBLM. The service shall be limited to individuals authorized to access JBLM.

- 3.2 Service Operations. GO Transit is responsible for operating the Route 7 service funded by Pierce Transit under this Agreement, and will monitor and manage the service in accordance with its established policies, standards, rules, and procedures and in accordance with the agreed service schedule. The Route 7 shall be included in GO Transit's online schedule system and printed materials. The vehicles shall be branded consistent with GO Transit's program.

Pierce Transit will provide paratransit service within  $\frac{3}{4}$  of a mile of the GO Transit Route 7 subject to Pierce Transit SHUTTLE eligibility requirements. Pierce Transit will administer and manage the paratransit service complementary to the GO Transit Route 7 through its SHUTTLE program. GO Transit agrees to refer any customer requests for paratransit service to Pierce Transit's SHUTTLE Department at 253-581-8000, Option 1, then Option 2.

The Parties agree to meet as-needed and in a timely manner to address any operational or service issues that arise, including capacity or performance issues.

- 3.3 Service Changes. Recognizing that unique and unusual circumstances beyond the control of either party to this agreement may require at any given time of year, temporary or permanent changes in the operating schedules of mutually agreed upon connecting service, each party agrees to provide notice of any such changes to the other party.

Pierce Transit holds final approval to agree to any service time adjustments.

Temporary or immediate time adjustments must be communicated by telephone with a follow-up written communication (email is appropriate).

- 3.4 Driver Selection. GO Transit shall establish a formal selection process, Pierce Transit may request verification of this process at any time. The process may follow the Office of Personnel Management guidelines but shall at a minimum review any applicant's moving violations and at-fault accidents within the past five (5) years. GO Transit will select qualified drivers and assumes all liability for their actions.

Criminal background checks are required to include Applicant Disclosure, pursuant to RCW 43.43.834 Child and Adult Abuse Information Act. No driver shall be employed for service under this contract that has been convicted of a crime involving moral turpitude. A criminal background check for all drivers, new and existing, will be required at the start of employment with GO Transit and every five (5) years thereafter.

- 3.5 Service Funding. Pierce Transit will fund GO Transit Route 7 services utilizing local sales tax operating funds at a cost for the first year of this service not to exceed \$128,847. JBLM Qualified Recycling program will invoice Pierce Transit quarterly for the service cost to operate the Route 7. The first invoice will be issued following July 1, 2018. The invoice will reflect actual service hours operated on the Route 7 that quarter. Pierce Transit and GO Transit have agreed to the cost of the service as detailed on Attachment A. If this agreement is extended by mutual written agreement, it will be for an additional term as provided in Section 5. If this agreement were extended for an additional term, the rate will be adjusted on an annual basis and will not to exceed 3% or the current Seattle-Tacoma-Bremerton CPI.

- 3.6 Communication and Service Information Procedures. GO Transit will follow its standard procedures for developing and distributing Route 7 service information to the public using its existing communications tools and activities. Pierce Transit will be responsible for any additional communication and service information required for its service area.

- 3.7 Service Ridership. GO Transit will track and provide ridership numbers by day specifically on the Route 7. GO Transit will provide the ridership numbers to Pierce Transit on a monthly basis.

- 3.8 Service Performance Review. The Parties' designated contact staff will meet as-needed to review the financial expenditures and/or operating performance of the

service provided for under this Agreement. The purpose of these meetings will be to identify any issues which may have a budget impact and discuss any potential changes to service operations.

#### **4. INVOICES/PAYMENT PROCEDURE**

For the term of the Agreement, JBLM Qualified Recycling Program will invoice Pierce Transit quarterly for its financial contribution as provided for in Subsection 3.3 of the Agreement. The invoices will be issued within thirty days of the end each quarter. Upon receipt of each quarterly invoice from JBLM Qualified Recycling Program, Pierce Transit shall make payment in the amount due within forty-five (45) days of receipt of a billing invoice. Each quarterly invoice will be based on the number of hours operated on the Route 7 at the agreed rate for this service.

#### **5. EFFECTIVE DATE, DURATION AND EXTENSION**

This Agreement will become effective upon signature by both Parties and will expire on March 31, 2019, unless extended or earlier terminated pursuant to the terms of this Agreement. If, after the initial one year Agreement period, the GO Transit Route 7 service project is deemed viable by both Parties and operationalizing and funding for the service is approved by the Pierce Transit Board of Commissioners, the Agreement may be extended once for an additional two (2) year term. Any such mutually-acceptable extension must be in the form of a written amendment to this Agreement signed by authorized representatives of the Parties after approval by the Pierce Transit Board of Commissioners.

#### **6. TERMINATION**

- 6.1 Termination for Convenience. This Agreement may be terminated by either Party for convenience, for any reason including but not limited to a determination by Pierce Transit that the continuation of the Route 7 service to JBLM would not be likely to produce beneficial results commensurate with the further expenditure of funds, upon written notice to the other Party at least 90 calendar days prior to GO Transit's next scheduled service change date.
- 6.2 Termination for Non-Appropriation. Performance of any tasks undertaken by either party pursuant to this Agreement is conditional upon the appropriation by the party's respective governing Council or Board of sufficient funds to support the undertakings provided for in this Agreement. Should such an appropriation not be approved, the Agreement shall terminate at the close of the last appropriation period during which such funds were allocated.
- 6.3 Termination for Default or Failure to Perform. Either Party may also terminate this Agreement in the event that the other Party fails to cure a default of such other Party's duties hereunder within fourteen (14) calendar days after receipt of written notice of such default.
- 6.4 If either Party terminates the Agreement, Pierce Transit will pay GO Transit a pro-rated amount for services performed in accordance with the Agreement to the date of

termination.

## 7. AMENDMENTS AND MODIFICATIONS

Any Party may request changes to the provisions of this Agreement. Proposed changes shall not be effective unless and until they are mutually agreed upon and incorporated by written amendment signed by authorized representatives of the Parties and after approval by the Pierce Transit Board of Commissioners.

## 8. DISPUTE RESOLUTION

The Parties shall use their best efforts, through good faith discussion and negotiation, to resolve any disputes pertaining to this Agreement that may arise between them. If the Parties' informal dispute resolution efforts fail, the Parties agree to engage in mediation, with each Party bearing its own costs of mediation, before seeking to resolve disputes in a court of law or any other forum.

## 9. ADDITIONAL PROVISIONS

- 9.1 No Third Party Beneficiaries. It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.
- 9.2 No Partnership or Joint Venture. No joint venture, agent-principal relationship, or partnership is formed as a result of this Agreement. All persons employed by or providing paid or volunteer services to either Party shall be considered the employees, volunteers, agents or representatives of that Party and shall not be deemed, nor represent themselves, to be the employees, volunteers, agents or representatives of the other Party.
- 9.3 Applicable Law. This Agreement shall be interpreted in accordance with federal law.
- 9.4 Jurisdiction and Venue. This Agreement shall be interpreted in accordance with federal law. 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.
- 9.5 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions herein 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 either Party.
- 9.6 Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.
- 9.7 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 duly authorized representatives of the Parties, and attached to the original Agreement.

- 9.8 Assignment. Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.
- 9.9 Binding on Successors and Assigns. This Agreement and all of its terms, provisions, conditions, and covenants, shall be binding on the Parties and their respective successors and assigns.
- 9.10 Rights and Remedies. The Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- 9.11 Entire Agreement. This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent written amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.
- 9.12 Survival. The provisions of this Section 9 (Legal Relations) shall survive the expiration or termination of this Agreement.

## **10. NO INDEMNIFICATION; NOTICE OF IMPROPER CLAIM**

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. In the event that a party is named in a claim, demand, and/or cause of action for acts or omissions attributable to the other party, the improperly named party shall give written notice of same to the other party within thirty (30) days of receipt, and the party responsible for the act or omission giving rise to the claim, demand or cause of action will be responsible for securing dismissal of the improperly named party.

## **11. FORCE MAJEURE**

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

above conditions, nor shall this provision eliminate Pierce Transit's obligation to make payment to JBLM for work performed in accordance with this Agreement.

## **12. INDEPENDENT CONTRACTOR RELATIONSHIP:**

- 12.1 JBLM is and shall be at all times during the term of this Contract an independent contractor and neither JBLM nor GO Transit staff shall be deemed employee(s) of Pierce Transit, and shall not be entitled to any of the usual benefits incident to employment with Pierce Transit.
- 12.2 Any and all employees of the JBLM or GO Transit, while engaged in the performance of any work or service required by the JBLM under this Contract, shall be considered employees of the JBLM only and not of Pierce Transit and any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the JBLM's employees, while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of JBLM.
- 12.3 JBLM shall not engage, on a full or part-time basis, or other basis, during the period of the Contract, any professional or technical personnel who are, or have been at any time during the period of this Contract, in the employ of Pierce Transit, except regularly retired employees, without written consent of Pierce Transit.

## **13. NOTICE REQUIREMENTS**

Any notice given under this Agreement shall be in writing to the designated contacts approved below.

JBLM: Thomas Olsen  
Vice-Chairman, GO- Lewis McChord Board  
2012 Liggett Ave., Box 339500 MS17  
Joint Base Lewis-McChord, WA 98433-9500  
Phone: (253) 966-1770  
Thomas.w.olsen.civ@mail.mil

PIERCE TRANSIT: Tina Lee  
Community Development Administrator  
Pierce Transit  
3701 96<sup>th</sup> St. SW  
Lakewood, WA 98499-4431  
(253) 589-6887  
tlee@piercetransit.org

The effective date of notice shall be the date of personal service or the date of receipt as shown on the return receipt, as applicable.



IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by a duly authorized representative as of the latest date written below.

**JBLM**

**PIERCE TRANSIT**

\_\_\_\_\_  
Daniel S. Morgan  
Colonel, IN  
Commanding

\_\_\_\_\_  
Sue Dreier, CEO  
Pierce County Public Transportation  
Benefit Authority

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

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

## EXHIBIT A

### SERVICE DESCRIPTION

Service will operate on weekdays, the final schedule will be developed in coordination with Pierce Transit. Pierce Transit will have final approval of all service funded through this agreement. The proposed service will operate on weekdays, at a minimum trip will be scheduled during the peak period from 7:30- am – 9 am and 3:30 pm – 6 pm. The proposed GO Transit Route 7 will operate on Bridgeport Way, Colonel Joe Jackson Blvd., Barnes Blvd., and Lincoln Blvd.

GO Transit Route 7 will provide connections to Pierce Transit's routes at the Lakewood Transit Center and key bus stops on Bridgeport Way, San Francisco Street and Pacific Highway. Approval for use of bus stops and Pierce Transit facilities is granted through the *Agreement Between Pierce County Public Transportation Benefit Area and Joint Base Lewis McChord For Use of Transit Facilities* dated January 2017.

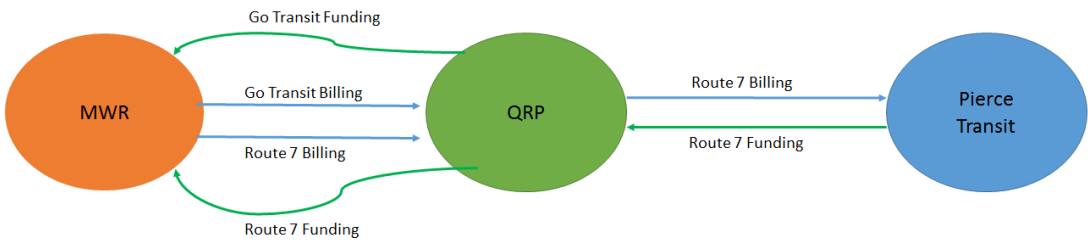
### SERVICE COST

Estimated Annual Labor	\$88,982
Estimated Annual Vehicle Cost	\$21,528
Estimated Annual Vehicle Leases	<u>\$6,624</u>
Total Estimate	\$117,134
10% Contingency	<u>\$11,713</u>
Estimated Contract Budget	\$128,847



EXHIBIT B

Route 7 Billing and Reimbursement





Board of Commissioners  
Fact Sheet No.: 18-005  
Date: January 8, 2018

TITLE: A Resolution Authorizing the Chief Executive Officer to Amend the 2018 Capital Budget and Award a Contract to Pease Construction for Tacoma Dome Mid-Life Repairs  
DIVISION: Finance  
SUBMITTED BY: Brett Freshwaters, E.D. of Finance

**RELATED ACTION:**

Resolution No. 09-023, Adopting the 2010 Annual budget which included \$595,935 for Tacoma Dome Station (TDS) Mid-Life Repairs.

Resolution No. 11-017, Amendment to the 2011 Capital Budget which increased the Tacoma Dome Station (TDS) Mid-life Maintenance budget from \$595,935 to \$2,761,250. This figure was a combination of \$2,209,000 Federal Grant funding, \$252,250 local match, and \$300,000 from Sound Transit.

Resolution No. 15-071, Adoption of the Annual Budget for Fiscal-Year 2016 included an increase of \$109,795 from Sound Transit for the TDS Mid-Life Repairs project increasing the total budget to \$2,871,045.

Resolution No. 16-025, Amendment to the 2016 Capital Budget to increase the project budget to include LED lighting improvements in the amount of \$1,500,000.

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Customer

**BUDGET INFORMATION**

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Tacoma Dome Station  
Midlife Repairs

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 3,052,250	The current Capital Budget for mid-life repairs at Tacoma Dome Station totals \$4,371,045. An additional \$1,300,000 is requested based on the low bid received, ancillary project costs, plus a 10% contingency.
Grant/Other Amounts	\$ 2,618,798	
Total Expenditure	\$ 5,671,045	

**BACKGROUND:**

The Federal Transit Administration awarded Pierce Transit two Federal grants for mid-life maintenance at the Tacoma Dome Station Intermodal Facility in Downtown Tacoma. Sound Transit will assist with the costs for repairs done on the West Garage. The project consists of multiple tasks to address mid-life maintenance and capital renewal issues. These tasks include but are not limited to the Southwest elevator tower water intrusion repairs, spalling and damaged concrete repairs, painting of concrete surfaces, replacing of deck joint sealants, bridge waterproofing repairs, traffic coatings at closure strips, wall joint sealants, lighting improvements, bird control measures, re-painting of all steel surfaces, re-striping of both garages, structural supports and retaining walls, drainage and retaining wall repairs, and other identified repairs. The project is also covering costs of ancillary parking to offset parking displaced by varied construction and repair activities.

Pierce Transit hired Wiss, Janney, Elstner Associates, Inc. (WJE) in December 2012, to research deficiencies at the Tacoma Dome Station and provide a comprehensive condition assessment. The condition assessment took approximately two years to complete. Pierce Transit issued a Task Order to WJE in January 2015 to further define and develop design documents and specifications to put out to bid to make mid-life repairs for the deficiencies revealed in the condition assessment. Pierce Transit amended the scope in March 2015 to include inspection and assessment of the southwest elevator stair tower and again in April 2016 to address flooding at the northwest corner of the west garage. At the request of Pierce Transit's Board their scope was amended in July 2016 to include LED lighting to improve customer safety and reduce operating costs.

Pierce Transit released an invitation to bid in November 2017 based on WJE's design for Tacoma Dome Mid-life Repairs; four bids were received December 27, 2017. The project's intent is to bring Tacoma Dome Station to a state of good repair. The Engineer's estimate for the work is in the amount of \$4,673,228 excluding bid alternates. Pease Construction, Inc. submitted the lowest responsible bid in the amount of \$4,121,674.50. This amounts to a budget shortfall of \$1,300,000 that includes ancillary costs and a 10% contingency. An amendment to the budget is needed to proceed with this project.

#### STAFF RECOMMENDATION:

Staff recommends the approval to amend the 2018 Capital Budget to cover repair costs, ancillary leased parking to offset displaced parking during construction, and the award of a construction contract to Pease Construction, Inc. to bring the Tacoma Dome Station to a state of good repair and to protect this valuable capital asset.

#### ALTERNATIVES:

1. Do not approve amending the budget which would result in not awarding the construction contract. This is not a recommended alternative as the condition of the Station will continue to deteriorate; customer satisfaction will continue to drop, and annual operating and maintenance costs will rise.

2. Reduce the scope of the project to better align with the current project budget. This is not a recommended alternative as the project would require additional design costs to amend the bid documents. Doing so would amount to additional delays which will increase the likelihood of additional deterioration not covered by the reduced scope of the project and would only defer repairs to out years.

PROPOSED MOTION:

Approve Resolution No. 18-005, amending the 2018 Capital Budget to increase the Tacoma Dome Station Mid-life Maintenance project budget in the amount of \$1,300,000 and to award a construction contract to Pease Construction, Inc. for Mid-life Repairs in an amount not to exceed \$4,530,000.

## RESOLUTION NO. 18-005

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to  
2 Amend the 2018 Capital Budget and Award a Contract to Pease Construction, Inc. for Tacoma Dome Mid-Life  
3 Repairs  
4

5 WHEREAS, by Resolution No. 09-023, Adoption of the Annual Budget for Fiscal-Year 2010 included  
6 the Tacoma Dome Station (TDS) Mid-life Maintenance project budget in the amount of \$595,935; and

7 WHEREAS, by Resolution No. 11-017, Amendment to the 2011 Capital Budget included an increase  
8 to the TDS Mid-life Maintenance budget amending the project budget to \$2,761,250; and

9 WHEREAS, by Resolution 15-071, Adoption of the Fiscal year budget 2016 Sound Transit's contribution  
10 amount increased by \$109,795 making a new total budget of \$2,871,045; and

11 WHEREAS, by Resolution 16-025, the Capital Budget was amended by \$1,500,000 to upgrade the light  
12 fixtures to LED making a new budget of \$4,371,045; and

13 WHEREAS, on December 27, 2017 bids were received to bring Tacoma Dome Station to a state of  
14 good repair; and

15 WHEREAS, Pease Construction Inc. was the lowest responsible and responsive bidder in the amount  
16 of \$4,121,674.50, leaving a budget shortfall of \$1,300,000; and

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

18 Section 1. The Board of Commissioners authorizes Pierce Transit to amend the 2018 Capital Budget  
19 to increase the TDS Mid-life Maintenance project budget in the amount of \$1,300,000 increasing the project  
20 budget from \$4,371,045 to \$5,671,045 and;

21 Section 2. The Board of Commissioners authorizes the Chief Executive Officer to award a construction  
22 contract to Pease Construction, Inc. including contingency not to exceed \$4,530,000.

23 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
24 the 8th day of January 2018.  
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PIERCE TRANSIT

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Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC  
Clerk of the Board