



**Pierce Transit Training Center
3720 96th Street SW
Lakewood, WA**

**Board of Commissioners Meeting
April 9, 2018. 4:00 p.m.
AGENDA**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING(S)

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

- p. 1 1. Proposal to Transfer Real Properties Located at 3607 Hunt St. NW and 3611 Hunt St NW to the City of Gig Harbor Donation of Gig Harbor Property
- p. 3 2. Proposal to Declare 116 Vehicles as Surplus Property and to Dispose of Property by Public Sale *(For a complete description of the vehicles, please refer to the public hearing notice in the April 9, 2018 agenda materials.)*

Dana Henderson
General Counsel

Skip Huck
Executive Director of Maintenance

PRESENTATIONS

1. March 2018 Operator of the Month ~ James McCulloch
2. Status of Major Capital Initiatives
- p. 5 3. 2017 Year End Financial Report

Scott Gaines
Transit Operator Assistant Manager

Heidi Soule
Project Management Office Manager

Brett Freshwaters
Chief Financial Officer

PUBLIC COMMENT

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

American Disability Act (ADA) accommodations are available with a 72-hour notice. An interpreter for the hearing impaired will be provided upon request with a minimum notice of two weeks. Please contact the Clerk's office at 253-581-8066 for special accommodations. Meeting room is wheelchair accessible. Registered SHUTTLE customers may obtain specialized transportation to and from the hearing by calling SHUTTLE at 253-581-8000 from one to five days in advance of the hearing.

CONSENT AGENDA

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

- p. 11 1. Approval of Vouchers, April 2, 2018
- p. 27 2. Minutes: Regular Board Meeting of March 12, 2018
- p. 33 3. FS 18-019, Authority to Execute a Sole Source Agreement with The News Tribune for Advertising Services
- p. 35 4. FS 18-020, Authority to Purchase up to Twenty-Eight (28) Replacement Vanpool Vans from Washington State Contract No. 05916
- p. 37 5. FS 18-021, Authority to Purchase up to Thirty-Nine (39) Replacement SHUTTLE Vehicles from Washington State Contract Nos. 01617 and 04115
- p. 39 6. FS 18-022, Authority to Purchase up to Fourteen (14) Replacement Support Vehicles from Washington State Contract No. 05916
- p. 41 7. FS 18-023, A Resolution Authorizing the Execution of a Regional Transit ORCA Marketing and Transportation Demand Management Project Agreement with King County Metro Transit
- p. 57 8. FS 18-024, Authorizing the Execution of Amendment No. 6 with First Transit, Inc., (ADA Contract PT-01-012) to Provide for ADA Paratransit Services for an Additional Ninety (90) Days
- p. 59 9. FS 18-025, Authority to Execute a Sole Source Contract with Pacific Power Products Company to Purchase Energy Storage Systems (ESS) for up to Forty-Three (43) Diesel Hybrid Electric Buses
- p. 61 10. FS 18-026, Authority to Execute a Contract with Construct, Inc., to Make Repairs to Three Tacoma Transit Centers Located at 72nd Street, Tacoma Mall and Tacoma Community College

ACTION AGENDA

- p. 63 1. FS 18-027, Authority to Purchase Twenty (20) Forty-Foot Low Floor Compressed Natural Gas (CNG) Replacement Coaches from Gillig Corporation Pursuant to Washington State Heavy-Duty Mass Transit Vehicles Department of Enterprise Services (DES) Contract No. 09214
Adam Davis
Fleet Manager
- p. 65 2. FS 18-028, Authority to Execute a Piggyback Contract with Lytx, Inc., for DriveCam Program
Mike Griffus
Exec Director, Service Delivery & Support
- p. 69 3. FS 18-029, A Resolution Authorizing the Execution of Agreement for 2018 Downtown to Defiance Trolley Pilot Service with City of Tacoma, Metropolitan Park District of Tacoma, Travel Tacoma, and Point Ruston
Tina Lee
Community Development Administrator

STAFF UPDATES/DISCUSSION

- 1. CEO's Report
Sue Dreier
Chief Executive Officer

INFORMATIONAL BOARD ITEMS

1. Chair Report
2. Sound Transit Update
3. PSRC Transportation Policy Board Update
4. Commissioners' Comments

EXECUTIVE SESSION

1. To review legal risks of a proposed action, pursuant to RCW 42.30.110 (1) (iii).

ADJOURNMENT



**PIERCE TRANSIT
NOTICE OF PUBLIC HEARING
FOR TRANSFER OF REAL PROPERTY TO CITY OF GIG HARBOR**

Date: March 26, 2018

Notice is hereby given that a public hearing will be held by Pierce Transit as part of the Board of Commissioners meeting on April 9, 2018. The meeting begins at 4:00 p.m. and is held in the Pierce Transit Training Center, Rainier Conference Room, 3720 96th Street S.W., Lakewood, Washington. The purpose of the hearing is to allow public comment on the proposal to transfer real properties located at 3607 Hunt Street NW (Pierce County Assessor's Parcel 0221083054) and 3611 Hunt Street NW (Pierce County Assessor's Parcel 0221083032) to the City of Gig Harbor. The City of Gig Harbor intends to provide for the relocation and operation of the Gig Harbor Peninsula FISHFood Bank and Community Services on the properties for at least five years.

The Pierce Transit Board of Commissioners held a public hearing and declared the properties surplus in 2011. A description of the properties is available for inspection at www.piercetransit.org/PT-surplus-land/. If you have questions or comments about the surplus property, please contact Senior Planner – Janine Robinson at (253) 984-8156 or jarobinson@piercetransit.org.

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

Deanne Jacobson
Clerk of the Board

*Published in the Tacoma Daily Index and Tacoma News Tribune on March 28, 2018.
Published in the Gig Harbor Gateway on March 29, 2018.*



**PIERCE TRANSIT
NOTICE OF PUBLIC HEARING
FOR PROPOSED SALE OF SURPLUS PROPERTY**

Date: March 26, 2018

Notice is hereby given that a public hearing will be held by Pierce Transit as part of the Board of Commissioners meeting on April 9, 2018. The meeting begins at 4:00 p.m. and is held in the Pierce Transit Training Center, Rainier Conference Room, 3720 96th Street S.W., Lakewood, Washington. The purpose of the hearing is to allow public comment on the proposal to declare the following surplus property and to dispose of said property by public sale: forty (40) Ford E450 Shuttle vans, nineteen (19) Ford E350 vans, fifteen (15) Chevrolet Express 3500 vans, four (4) Dodge Grand Caravans, two (2) Ford Taurus wagons, two (2) Chevrolet Silverado pickup trucks, two (2) Chevrolet Astro vans, one (1) Toyota Prius sedan, one (1) Ford Econoline van, one (1) Ford Transit Connect, eighteen (18) New Flyer 40' CNG buses, eight (8) Gillig 40' diesel buses, and three (3) Chance American Heritage streetcars.

A description of the property to be disposed of is available for inspection at the reception desk on the first floor of Pierce Transit headquarters, 3701 - 96th Street S.W., Lakewood, Washington, or by calling 581-8000.

Specialized transportation for disabled persons to and from the hearing can be obtained by calling SHUTTLE at 581-8000, option 2, from one to five days in advance of the hearing. An interpreter for the hearing impaired will be provided upon request with a minimum notice of five days.

Deanne Jacobson
Clerk of the Board

Published in the Tacoma Daily Index and Tacoma News Tribune on March 28, 2018.



FINANCIAL STATUS

2017 Year-End Review

2017 Year-End Operating Revenue

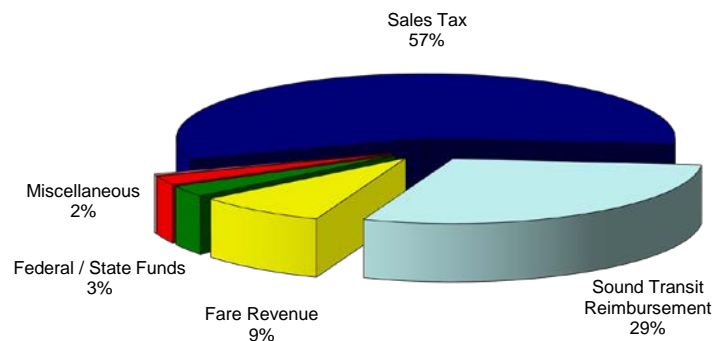
Revenue
collections are
slightly under
budget.

	2017 Budget	2017 Actual	\$ Variance	% Variance
Sales Tax	\$ 81,217,200	\$ 81,799,746	\$ 582,546	1%
Sound Transit Reimbursement	42,995,656	42,064,928	(930,728)	-2%
Fare Revenue	13,687,329	12,137,563	(1,549,766)	-11%
Federal / State Funds	7,907,314	4,048,318	(3,858,996)	-49%
Miscellaneous *	1,969,000	3,315,407	1,346,407	68%
Advertising	800,000	528,090	(271,910)	-34%
	<u>\$ 148,576,499</u>	<u>\$ 143,894,053</u>	<u>\$ (4,682,446)</u>	-3%

Highlights: Major Variances

- Sales Tax - Favorable economic conditions
- Sound Transit Reimbursement - Expenditures under budget
- Fare Revenue - based on ridership
- Federal/State Funds - FTA Preventive Maintenance was shifted to Capital after Budget Adoption
- Miscellaneous - CNG Alternative Fuel credit, gain on sale of assets, recoveries, interest collections
- Advertising - new contractual agreement with lower guarantee amount

2017 Actual Revenues



* Miscellaneous includes: CNG alternative fuel credit, Combined Communication Network, interest on investment, and miscellaneous non-transportation.

**2017 Year-End
Operating
Expense by
Category**

Total
expenditures
are under
budget.

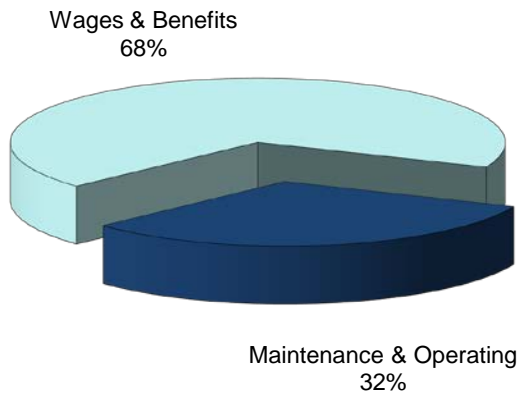
Wages &
benefits are
68% of total
expenditures.

	2017 Budget	2017 Actual	\$ Variance	% Variance
Wages & Benefits	\$ 100,688,244	\$ 90,428,315	\$ (10,259,929)	-10%
Maintenance & Operating	47,810,346	42,025,298	(5,785,048)	-12%
	<u>\$ 148,498,590</u>	<u>\$ 132,453,613</u>	<u>\$ (16,044,977)</u>	-11%

Highlights: Major Variances

- Wages & Benefits - Under budget primarily due to vacant positions
- Maintenance & Operating - Professional services, operating supplies, fuel prices, and contract services

2017 Actual Expenditures



2017 Year-End Capital Expenditures

Capital projects
may encompass
more than one
year.

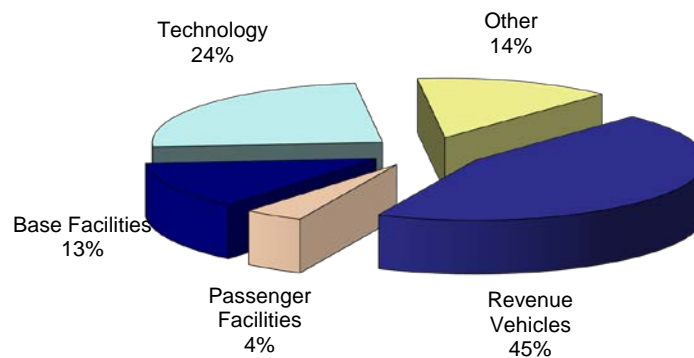
Funds budgeted
in one year are
often spent in
following years.

	2017 Budget	2017 Actual
Revenue Vehicles	\$ 30,339,568	\$ 6,131,792
Passenger Facilities	11,245,566	570,526
Base Facilities	8,099,906	1,756,987
Technology	15,240,330	3,303,351
Other	4,160,140	1,893,727
Total Capital Expenditures	\$ 69,085,510	\$ 13,656,384

Highlights:

- 21 Projects closed including Vanpool Replacement, Shuttle Replacement and Bus Expansion.
- 43 Projects carried over to 2017 Budget for \$50.4 million including the Financial System Replacement, TDS Mid-Life Maintenance, West Base Property Acquisition, Electric Bus Deployment, and Bus Fleet Replacement.

2017 Actual Expenditures by Category



**2017 Year-End
Self-Insurance
Expenditures**

Self-Insurance
expenditures
slightly under
budget.

	2017 Budget	2017 Actual	\$ Variance	% Variance
Workers' Comp. Insurance	\$ 2,815,000	\$ 2,823,328	\$ 8,328	0%
Unemployment Insurance	125,000	63,619	(61,381)	-49%
Total Self-Insurance Expenditures	\$ 2,940,000	\$ 2,886,947	\$ (53,053)	-2%

2017 Net Income		2017 Budget	2017 Actual	\$ Variance
	Revenues	\$ 156,744,809	\$ 145,303,563	\$ (11,441,246)
	Expenses	220,524,100	148,996,944	71,527,156
	Net Income	\$ (63,779,291)	\$ (3,693,381)	\$ 60,085,910
2017 Ending Balances		2017 Budget	2017 Actual	\$ Variance
	Operating	\$ 34,738,500	\$ 52,823,970	\$ 18,085,470
	Capital	10,242,982	61,532,132	51,289,150
	Insurance	2,000,000	2,559,855	559,855
	Ending Balances	\$ 46,981,482	\$ 116,915,957	\$ 69,934,475

**PIERCE TRANSIT
BOARD OF COMMISSIONERS
MINUTES**

March 12, 2018

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

For those attendees who chose to participate, Chair Keel led attendees in the pledge of allegiance.

ROLL CALL

Commissioners present:

Kent Keel, Chair of the Board, City of University Place Mayor
Bruce Dammeier, Pierce County Executive
Daryl Eidinger, City of Edgewood Mayor (*representing Fife/Milton/Edgewood*)
Nancy Henderson, Vice Chair of the Board, Town of Steilacoom Councilmember
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)
Robin Farris, Puyallup City Council
Rick Talbert, Pierce County Councilmember
Don Anderson, City of Lakewood Mayor

Commissioners excused:

Victoria Woodards, Mayor of City of Tacoma
Ryan Mello, City of Tacoma Councilmember

Staff present:

Sue Dreier, Chief Executive Officer
Dana Henderson, General Counsel
Deanne Jacobson, Clerk of the Board

AGENDA REVISION

Chair Keel noted that a revised agenda and related fact sheet materials regarding the Limited Access Connections pilot project is before you and is labeled FS 2018-018.

SPECIAL BUSINESS

Care-a-van Awards

Community Development Administrator Tina Lee provided an overview about of the Joy of Life and Northwest Spay and Neuter entities. She briefly discussed their contributions to the community and how the donated vans will assist them in working with the community.

Representatives from both agencies thanked the Board and briefly described how the vans will assist them in the community.

Commissioners Anderson and Talbert **moved** and seconded to approve Resolution No. 18-008, awarding a Care-a-van vehicle to Northwest Spay and Neuter, subject to the terms and conditions of the Care-a-van Agreement in substantially the same form as Exhibit A hereto and authorized Resolution No. 18-010, awarding a Care-a-van vehicle to Joy of Life, subject to the terms and conditions of the Care-a-van agreement in substantially the same form as Exhibit A.

Motion **carried**, 7-0.

PRESENTATIONS

Review of Strategic Plan Metrics and Progress

CEO Dreier noted two data sets will be presented this afternoon. She noted that transit agencies receiving funding must report certain data to the NTD, and the strategic plan themes that will be presented this afternoon were developed from Board criteria.

Lean Administrator Samantha Einarson presented on the strategic plan metrics and progress thus far in meeting targeted goals. She reviewed and discussed themes and projects and initiatives that staff are working on. She reviewed the data and metrics for the various divisions of the agency.

2017 Operational Key Performance Indicators Dashboard

Data Analytics Administrator Paula Ellis reviewed the Agency's 2017 Key Performance metrics and trends.

A question and answer period ensued on various topics pertaining to the data, including the ratio of female drivers being much lower than male drivers being hired. It was noted that the bus operator position may not be appealing because of the shifts may not provide for a good work-life balance.

Chair Keel noted the importance of using data so that we can make a better transit agency.

PUBLIC COMMENT

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

- Walt Hurd, Tacoma, spoke about problems with smoking at the coach stop. He reported a problem with the wheelchair lift on the 594 which caused him to be late. He suggested a change in the schedule. He noted he would like 15-minute service for the 594 and 595 from Tacoma Dome to Safeco Field.
- Stephanie Cook, representing Lyft, noted that Lyft is excited to be partnering with Pierce Transit to improve transportation within the community.

- Cinderella Helga, Lakewood, submitted written comments into the record.

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 Dammeier and Talbert **moved** and seconded to approve the consent agenda as presented.

Motion **carried**, 7-0.

1. Approval of Vouchers, March 5, 2018
Operating Fund #10
Self-Insurance Fund #40
Capital Fund #90
Voucher CK Nos. 360911 through 361397
Advance Travel CK Nos. 1275 through 1283
Wire Nos. 2155 through 2172
Total \$7,020,866.73
2. Minutes: Regular Board Meeting of February 12, 2018.
3. FS 18-017, authorized the CEO to enter into and execute a three-year Microsoft Enterprise Services License Agreement with Software House International in an amount not to exceed \$1,999,727.

ACTION AGENDA

1. **FS 18-018, A Resolution Authorizing the Chief Executive Officer to Execute an Agreement with Lyft, and Associated Agreements with Pierce College Puyallup and Sound Transit for the Limited Access Connections Project**

Community Development Administrator Tina Lee gave an overview of the pilot program developed to reach riders who currently are not near fixed route bus service by providing a connection to Pierce Transit's service via Lyft. She noted that Pierce Transit initially had tried to partner with Uber to provide the service but was unsuccessful in coming to an agreement.

Upon inquiry, General Counsel noted this agreement is very similar to the proposed agreement with Uber. She noted that under this pilot program, the rider will need to enter a code to use the Lyft ride service.

Commissioners Talbert and Eidinger **moved** and seconded to approve Resolution No. 18-009 authorizing the Chief Executive Officer to enter into and execute an agreement with Lyft, and associated agreements with Pierce College Puyallup and Sound Transit for the Limited Access Connections Pilot Program.

Motion **carried**, 7-0.

STAFF UPDATES/DISCUSSIONS

CEO's Report

CEO Dreier announced that Pierce Transit will begin a fare enforcement initiative this week that was requested by the operators. Enforcement will occur at key areas where fare evasion occurs. She described the outreach process.

INFORMATIONAL BOARD ITEMS

Chair Report

Chair Keel announced that the Legislature finished session on time this year.

CEO Dreier also noted that Pierce Transit received \$300,000 in grant monies for real-time signage. She also announced that legislation passed that would most likely affect the composition of the Board; representation will be based on population.

Sound Transit Update

No update was provided.

Commissioners' Comments

Commissioner Henderson noted that she attended an areawide meeting relating to transportation and thanked Alex Mathers for her help and support.

Commissioner Farris reported that she attended Pierce Transit orientation and really enjoyed interacting with staff members. She noted she is very interested/supportive of the 72nd/Portland Transit Oriented Development project, and noted she is interested in reaching out to Robin Corak from Multi Service Center, the group that will ultimately assume responsibility of the Transit Oriented Development.

Commissioner Anderson reported that Pierce Transit voted against a recent measure at the PSRC Transportation Policy Board meeting that could have an adverse impact on Pierce County, Lakewood and possibly Pierce Transit.

It was noted that this item would be discussed further at the March 29, 2018 Board retreat.

EXECUTIVE SESSION

At 5:33 p.m. the meeting was recessed into executive session for approximately 45 minutes to review the performance of a public employee, pursuant to RCW 42.30.110(1)(g). It was announced that formal action is anticipated to occur in open session, following the executive session. (*Commissioner Eidinger left the meeting during executive session.*)

At approximately 6:12 p.m., the meeting was extended by five minutes. The extension was announced to attendees.

OTHER BUSINESS

At approximately 6:23 p.m. the regular meeting was reconvened.

Commissioners Dammeier and Henderson **moved** and seconded to authorize the Chair to enter into compensation discussions/negotiations with the CEO and bring back the Chair's recommendations for changes, if any, to CEO's compensation on or before the May 14, 2018 Board meeting.

Motion **carried**, 6-0.

ADJOURNMENT

There being no further business before the Board, the meeting was adjourned at 6:28 p.m.

Motion **carried**, 6-0.

Deanne Jacobson
Clerk of the Board

Kent Keel, Chair
Board of Commissioners



Board of Commissioners
Fact Sheet No.: 2018-019
Date: April 9, 2018

TITLE: Authorizing the Chief Executive Officer to Enter Into and Execute a Sole Source Agreement with The News Tribune for Advertising Services

DIVISION: Planning & Community Development

SUBMITTED BY: Kathy Walton, Marketing Assistant Manager

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Customer

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BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: N/A

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 100,000	Pierce Transit expects to spend at least \$100,000 on advertising services with The News Tribune in the next year; the proposed agreement offers volume discounts to Pierce Transit.
Grant/Other Amounts	\$	
Total Expenditure	\$ 100,000	

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BACKGROUND:

Pierce Transit regularly advertises in The News Tribune's print and on-line versions to promote service, grow ridership, inform and educate the public about transit, encourage public involvement, post job listings, and to issue public notices.

The News Tribune offers a range of print advertising prices to its advertisers based on volume of sales, as shown in its 2018 Rate Sheet. To take advantage of the rates Pierce Transit qualifies for as a regular advertiser, the Agency must enter into an agreement with The News Tribune. The rates are fair and will enable us to lock in at favorable rates for one year. This news outlet has one of the largest news audience in our county. This news outlet is a vital conduit for us to raise awareness of our services, public involvement opportunities, job openings and so forth throughout our service area. All formats of advertising purchased through The News Tribune count toward the revenue discounts. Since Pierce Transit expects to spend \$100,000 or more on advertising in the upcoming year, the Board must approve the award of the sole source agreement.

STAFF RECOMMENDATION:

Authorize the Chief Executive Officer to enter into a sole source agreement with The News Tribune for advertising.

ALTERNATIVES:

Do not enter into this agreement; this is not recommended as it would either mean that Pierce Transit would have to advertise on a piecemeal basis at higher rates or it would mean that Pierce Transit would not advertise in the paper with the broadest circulation in Pierce County and the South Sound area.

PROPOSED MOTION:

Authorize the Chief Executive Officer to enter into and execute a sole source agreement with The News Tribune for advertising services.



Board of Commissioners
Fact Sheet No.: 2018-020
Date: April 9, 2018

TITLE: Authority to Purchase up to Twenty-eight (28)
Replacement Vanpool Vans from the Washington State
Contract No. 05916

DIVISION: Maintenance

SUBMITTED BY: Skip Huck, E.D. of Maintenance

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Financial

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BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Vanpool Fleet Replacement
2018

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 594,720	N/A
Grant/Other Amounts	\$ 479,375	
Total Expenditure	\$ 1,074,095	

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BACKGROUND:

The 2018 capital budget includes funds to replace existing vehicles that meet the replacement parameters and are beyond their useful life. Staff has reviewed our replacement schedule and found that twenty-eight (28) Vanpool vans in our fleet are eligible for replacement (replacement policy: seven (7) years or 120,000 miles). Twenty-eight (28) vans up for replacement are 11-years old.

STAFF RECOMMENDATION:

The State of Washington has established vehicle contracts that allow for use by political subdivisions. Maintenance staff has reviewed the contracts available and has identified the vehicles appropriate for our intended purpose. State Contract pricing is obtained on a competitive bid basis and is considered fair and reasonable. Replacing the vehicles will help mitigate major component failures, downtime, and unplanned maintenance cost. Potential vendors include Bud Clary Dodge, Bud Clary Chevy and Dwayne Lane's Chrysler Jeep Dodge.

ALTERNATIVES:

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

PROPOSED MOTION:

Authorize the purchase of up to twenty-eight (28) vanpool vans off the Washington State Contract No. 05916 to replace the aging vanpool vans.



Board of Commissioners
Fact Sheet No.: 2018-021
Date: April 9, 2018

TITLE: Authority to Purchase up to Thirty-Nine (39)
Replacement Shuttle Vehicles from Washington State
Contract Nos. 01617 and 04115

DIVISION: Maintenance

SUBMITTED BY: Skip Huck, E.D. of Maintenance

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Financial

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BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Shuttle Replacement 2018

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 1,900,000	N/A
Grant/Other Amounts	\$	
Total Expenditure	\$ 1,900,000	

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BACKGROUND:

The 2018 Capital Budget includes funds to purchase up to thirty-nine (39) paratransit vans from Washington State Contract Nos. 01617 and 04115. Maintenance staff has reviewed our replacement schedule and found that thirty-nine (39) paratransit vans in the fleet are eligible for replacement under the Pierce Transit replacement policy of at least seven (7) years or 150,000 miles. Thirty-nine (39) vans that are up for replacement are 2012 models and with an anticipated delivery in early 2019, they will be within the replacement policy.

STAFF RECOMMENDATION:

The State of Washington has established vehicle contracts that allow for use by political subdivisions. Maintenance staff has reviewed the contracts available and has identified the vehicles appropriate for our intended purpose. State Contract pricing is obtained on a competitive bid basis and is considered fair and reasonable. Replacing the vehicles will help mitigate major component failures, downtime, and unplanned maintenance cost. Potential vendors may include Schetky Northwest, Creative Bus Sales and Northwest Bus Sales.

ALTERNATIVES:

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

PROPOSED MOTION:

Authorize the purchase of up to thirty-nine (39) paratransit vans off the Washington State Contract Nos. 01617 and 04115 to replace the aging paratransit vans.



Board of Commissioners
Fact Sheet No.: 2018-022
Date: April 10, 2018

TITLE: Authority to Purchase up to Fourteen (14)
Replacement Support Vehicles from the Washington State
Contract No. 05916

DIVISION: Maintenance

SUBMITTED BY: Skip Huck, E.D. of Maintenance

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Financial

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BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Support Vehicle Replacement
2018

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 511,687	N/A
Grant/Other Amounts	\$	
Total Expenditure	\$ 511,687	

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BACKGROUND:

The 2018 Capital Budget includes funds to replace existing vehicles that meet the replacement parameters (10 years or 150,000 miles) and are beyond their useful life. Maintenance staff has reviewed our replacement schedule and found that up to fourteen (14) support vehicles in our fleet are eligible for replacement. Fourteen (14) support vehicles that are up for replacement are 2003-2007 models.

STAFF RECOMMENDATION:

The State of Washington has established vehicle contracts that allow for use by political subdivisions. Maintenance Staff has reviewed the contracts available and has identified vehicles appropriate for our intended purpose. State Contract pricing is obtained on a competitive bid basis and is considered fair and reasonable. Replacing the vehicles will help mitigate major component failures, downtime, and unplanned maintenance cost. Potential vendors include Dwayne Lane's Chrysler Jeep Dodge, Bud Clary Chevy, Bud Clary Dodge and Columbia Ford.

ALTERNATIVES:

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

PROPOSED MOTION:

Authorize the purchase of up to fourteen (14) support vehicles off the Washington State Contract No. 05916 to replace the aging support vehicles.



Board of Commissioners
Fact Sheet No.: 2018-023
Date: April 9, 2018

TITLE: A Resolution Authorizing the Execution of a
Regional Transit ORCA Marketing and Transportation
Demand Management Project Agreement with King County
Metro Transit

DIVISION: Planning & Community Development

SUBMITTED BY: Sharon Stockwell, Sr. Employer Services
Coordinator

RELATED ACTION: N/A

ATTACHMENTS: Proposed Resolution
Exh A, Proposed Interlocal Agreement

RELATION TO STRATEGIC PLAN: Customer

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BUDGET INFORMATION

Is it Budgeted? ☐ Yes / ☒ No

Project Name or Number: Regional Transit Grant –
Youth Program

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$	\$120,275.61 in revenue to Pierce Transit is expected for work performed and expenses incurred through June 30, 2019.
Grant/Other Amounts	\$ 120,275.61	
Total Expenditure	\$ 120,275.61	

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BACKGROUND:

King County's Metro Transit Division has been awarded a Puget Sound transit coordination grant from the Washington State Department of Transportation (WSDOT) to help integrate marketing efforts and improve outreach and customer coordination among various Puget Sound transit systems to improve the user experience, increase ridership, and make the most effective use of tax dollars.

King County is using these grant funds to work with Pierce Transit, Sound Transit, Community Transit, Everett Transit, and the Seattle Department of Transportation to create and implement a public information program to raise regional awareness of the One Regional Card for All (ORCA) card and implement Transportation Demand Management (TDM) programs to increase the number of ORCA card holders in the central Puget Sound region.

This is the second regional transit grant provided by WSDOT. In 2016 Pierce Transit received \$17,500 to load \$10 in e-purse value on 1750 ORCA cards, and distribute them throughout the County. In addition, the grant funded a regional Transportation Demand Management (TDM) media campaign. This initial grant was completed in June 2017.

This grant project will focus on increasing transit ridership and operational efficiency across the region by increasing ORCA card usage within targeted groups such as high school youth and Limited English Speakers. It will also include a regional marketing campaign directed specifically to youth.

Pierce Transit will develop and implement a locally relevant ORCA Youth TDM card distribution campaign for public high school students within Pierce County. Grant dollars will be used for staffing, ORCA card value, materials and/or related expenses.

STAFF RECOMMENDATION:

Authorize execution of the Regional Transit ORCA Marketing and TDM Project Agreement with King County Metro Transit Division to implement a TDM program and outreach effort directed at Pierce County public high school youth.

ALTERNATIVES:

Do not partner with the various Puget Sound transit agencies in this effort to raise regional awareness of the ORCA card and increase usage among regional high school youth.

PROPOSED MOTION:

Approval of Resolution No. 18-011, authorizing the CEO to enter into and execute a Regional Transit ORCA Marketing and Transportation Demand Management Project Agreement with King County Metro Transit.

RESOLUTION NO. 18-011

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Execution of a Regional Transit
2 ORCA Marketing and Transportation Demand Management Project Agreement with King County Metro Transit
3

4 WHEREAS, King County's Metro Transit Division (Metro) has been awarded a Puget Sound transit
5 coordination grant from the Washington State Department of Transportation (WSDOT) to help integrate
6 marketing efforts and improve outreach and customer coordination among various Puget Sound transit systems
7 to improve the user experience, increase ridership, and make the most effective use of tax dollars; and

8 WHEREAS, King County will work with Pierce Transit, Sound Transit, Community Transit, Everett Transit,
9 and the Seattle Department of Transportation to create and implement a public information program to raise
10 regional awareness of the One Regional Card for All (ORCA) card and implement Transportation Demand
11 Management (TDM) programs to increase the number of ORCA card holders in the central Puget Sound region;
12 and

13 WHEREAS, the grant project will focus on increasing transit ridership and operational efficiency across
14 the region by increasing ORCA card usage within targeted groups such as high school youth and Limited English
15 Speakers; and

16 WHEREAS, Metro, in coordination with the Regional TDM Steering Committee ("Committee"), will serve
17 as the lead agency for the Project, including administering and billing the Grant and providing WSDOT required
18 project progress reports; and

19 WHEREAS, Pierce Transit will work with the Committee, comprised of the partner transit agencies listed
20 above, to implement the Project; and

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

22 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and
23 execute a Regional Transit ORCA Marketing and TDM Project Agreement with King County Metro Transit
24 Division to implement a TDM program and outreach effort directed at Pierce County public high school
25 youth.

26 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
27 the 9th day of April 2018.
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PIERCE TRANSIT

Kent Keel, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

REGIONAL TRANSIT ORCA MARKETING AND TDM PROJECT AGREEMENT

Between

**KING COUNTY, DEPARTMENT OF TRANSPORTATION,
METRO TRANSIT DIVISION**

And

PIERCE TRANSIT

THIS REGIONAL TRANSIT ORCA MARKETING AND TDM PROJECT AGREEMENT (the "Agreement") is made and entered into by and between Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit" or "PT") and King County, a home rule charter county of the State of Washington, through its Department of Transportation, Metro Transit Division ("County"), either of which entity may be referred to hereinafter as "Party" or collectively as the "Parties."

WHEREAS, the County has been awarded a Puget Sound transit coordination grant ("Grant") from the Washington State Department of Transportation ("WSDOT") that is expected, among other things, to help integrate marketing efforts and improve outreach and customer coordination among various Puget Sound transit systems in order to improve the user experience, increase ridership, and make the most effective use of tax dollars; and

WHEREAS, under Agreement GCA 6141, Task Order H1 ("Task Order Agreement"), administered by WSDOT's Public Transportation Division, WSDOT and the County entered into a transportation demand management ("TDM") agreement under which the County will use Grant funds to work with Sound Transit, Pierce Transit, Community Transit, Everett Transit and the Seattle Department of Transportation to create and implement a public information program to raise regional awareness of the One Regional Card for All ("ORCA") card and implement TDM programs to increase the number of ORCA card holders in the central Puget Sound region; and

WHEREAS, pursuant to the Task Order Agreement, the County will utilize the Grant funds to implement the Regional Transit ORCA Marketing and TDM project ("Project") and, in coordination with the Regional TDM Steering Committee ("Committee"), will serve as the lead agency for the Project, including administering and billing the Grant and providing WSDOT required Project progress reports.

WHEREAS, PT will also work with the Committee, comprised of the partner transit agencies listed above, to implement the Project.

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

1. PURPOSE OF AGREEMENT

Under the Task Order Agreement, the County will work with Sound Transit, Pierce Transit, Community Transit, Everett Transit, and the Seattle Department of Transportation to implement the Project, which is a TDM program intended to increase the number of ORCA card holders in the central Puget Sound region. The purpose of this Agreement is to establish the scope of work ("SOW") covered by the Agreement and the respective responsibilities of the Parties for implementation of the grant-funded community outreach and marketing activities that are the subject of the Project.

2. PIERCE TRANSIT'S RESPONSIBILITIES

- 2.1 PT shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to PT's performance of the tasks and responsibilities set forth with particularity in the SOW, which is attached hereto as Exhibit A and incorporated herein by this reference.
- 2.2 The Project objectives, timelines and budget are also described in Exhibit A.

3. COUNTY'S RESPONSIBILITIES

- 3.1 The County will reimburse PT for actual Grant-eligible costs incurred in performance of Project work performed pursuant to this Agreement as identified in the SOW. The County will reimburse PT up to a maximum, not-to-exceed amount of \$120,275.61 (the "Reimbursement Cap") in Puget Sound Transit Coordination Grant funds, and PT agrees to provide \$13,363.96 in matching funds over the duration of the Agreement for a total of \$133,639.57 in total project funds assigned to PT to meet their project objectives. Matching funds can be provided through the Regional ORCA fund, which will cover the card fee for cards purchased and distributed through this Project.
- 3.2 Pursuant to the Task Order Agreement, the County will serve as the lead agency for the Project and, in that capacity, will administer the Grant, including retaining responsibility for any reporting and/or invoicing for reimbursement from WSDOT that may be required under the terms of the Grant award.

4. INVOICE AND PAYMENT PROCEDURES

- 4.1 PT shall submit a completed invoice to the County detailing quarterly activities, outcomes, expenses and reimbursement amount due within thirty (30) days of each quarter's end. PT will provide documentation to support its reimbursement request including copies of vendor invoices, print-outs from its financial system showing staff salaries and benefits, as well as other relevant documents. The County shall pay PT within thirty (30) calendar days after the County has received a completed invoice.
- 4.2 In the event that it is determined that an overpayment has been made to PT by the County, the County will bill PT for the amount of overpayment. PT shall pay the County within thirty (30) days of receipt of an invoice for overpayment.
- 4.3 In no event shall the total reimbursement to PT for work performed pursuant to this Agreement exceed the Reimbursement Cap provided for at Subsection 3.1 of this Agreement.

5. ASSIGNMENTS AND SUBCONTRACTS

- 5.1 Sub-grantee Compliance with Grant Assurances. This Agreement is subject to all applicable funding restrictions and/or grant assurances provided for in the Task Order Agreement and the Master Agreement for Transportation Demand Management Work (GCA 6141) (the "Master Agreement") between the County and WSDOT, which together are attached hereto as Exhibit B and incorporated herein by this reference. Any such funding restrictions and/or grant assurances shall be included in each subcontract and in all contracts PT enters into for the employment of any individuals, procurement of any incidental goods or supplies, or the performance of any work to be accomplished with funds awarded under the Task Order Agreement. As the sub-grantee of these funds, PT agrees to comply, and insure that any of its subcontractors comply, with the requirements of Exhibit B when performing work pursuant to this Agreement.
- 5.2 No Assignment without Consent. Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.

6. EFFECTIVE DATE AND DURATION

This Agreement will take effect upon the date the Agreement is signed by both Parties and will remain in effect until June 30, 2019, unless extended by agreement of the Parties consistent with Section 16 of this Agreement or earlier terminated pursuant to Section 8 of this Agreement.

7. DISPUTE RESOLUTION PROCESS

7.1 Designated Dispute Resolution Representatives.

The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

For the County:	Carol Cooper, Transit Supervisor Metro Transit Service Development 201 South Jackson Street, MIS KSC-TR-0426 Seattle, WA 98104 (206) 477-5871 Carol.Cooper@kingcounty.gov
For Pierce Transit:	Dana Henderson, General Counsel Pierce Transit 3701 96 th Street SW Lakewood, WA 98499-4431 (253) 777-4977 dhenderson@piercetransit.org

7.2 The County representative and the PT representative shall confer to resolve disputes that arise under this Agreement as requested by either Party. The designated representatives shall use their best efforts and exercise good faith to resolve such disputes.

7.3 In the event the Designated Representatives are unable to resolve the dispute, the appropriate PT Chief Executive Officer or her/his designee and the General Manager of the County's Metro Transit Division or her/his designee shall confer and exercise good faith to resolve the dispute.

7.4 In the event the PT Chief Executive and the General Manager of Metro Transit are unable to resolve the dispute, the Parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The Parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame the Parties are willing to discuss the disputed issue(s).

7.5 If the Parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then either Party may institute legal action in the King County Superior Court situated

in Seattle, Washington, unless another venue is mutually agreed to in writing.

- 7.6 The Parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

8. TERMINATION

- 8.1 Termination for Convenience. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. In the event of termination of this Agreement, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- 8.2 Termination for Cause. If either Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either Party violates any of these terms and conditions, the aggrieved Party will give the other Party written notice of such failure or violation. The responsible Party will be given the opportunity to initiate a correction of the violation or failure within fifteen (15) calendar days. If failure or violation is not corrected within the mutually agreed upon time period, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other.
- 8.3 Termination for Non-Appropriation or Loss of Grant Funding. In addition to termination for default, the County may terminate this Agreement for non-appropriation or loss of state grant funding by giving not less than thirty (30) calendar days' written notice thereof to PT.

9. LEGAL RELATIONS

- 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.
- 9.3 Independent Capacity. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.
- 9.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

9.5 Jurisdiction and Venue. The King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

9.6 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, both 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.

10. RECORDS RETENTION AND AUDIT

10.1 Maintenance of Records. During the term of the Agreement and for a period of not less than six (6) years from the date of its expiration or earlier termination, the records and accounts pertaining to this Agreement are to be kept available by both Parties for inspection and audit by the other Party and the State Auditor, and copies of all records, accounts, documents, or other data pertaining to the Agreement will be furnished upon reasonable notice. If any litigation, claim or audit is commenced, the records and accounts, along with supporting documentation, shall be retained until all litigation, claim, or audit has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

10.2 Disclosure of Public Records. The Parties acknowledge that all non-privileged, non-exempt records that may be maintained pursuant to Subsection 10.1 of this Agreement are subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW.

11. FORCE MAJEURE

Either Party to this Agreement shall be excused from performance of its responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: late delivery or nonperformance by vendors of materials or supplies; any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court or civil authority; commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.

12. NONDISCRIMINATION

Pierce Transit agrees to comply with all applicable federal, state, and local laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of any and all subcontractors providing services or performing any work using funds provided under this Agreement. During the performance of this Agreement, neither Pierce Transit nor any entity subcontracting under the authority of this Agreement, shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the administration or delivery of services or any other benefits under this Agreement. King County Code Chapter 12.16 and 12.17 are incorporated herein by reference, and such requirements shall apply to this Agreement.

13. INDEMNIFICATION

Pierce Transit and its successors and assigns shall protect, save, defend, indemnify and hold harmless the County, its elected officials, officers, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, actions, judgments, and/or awards of damages or costs of any nature whatsoever, arising out of or in any way resulting from Pierce Transit's acts or omissions in performing its obligations under this Agreement. Pierce Transit agrees that it is fully responsible for the acts and omissions of its own contractors, subcontractors, 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.

Pierce Transit 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 Pierce Transit's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County, its elected officials, officers, employees, and agents with a full and complete indemnity of claims made by Pierce Transit's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The provisions of this Section 13 shall survive the expiration or earlier termination of this Agreement.

14. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

15. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

16. CHANGES AND MODIFICATIONS

This Agreement may be changed, modified, or amended only by written agreement executed by authorized representatives of both Parties.

17. REPRESENTATION ON AUTHORITY OF SIGNATORIES

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

18. ALL TERMS AND CONDITIONS

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.

19. CONTRACT MANAGEMENT

All contact information for the management of this Agreement shall be identified herein and may be updated by either Party for its agency only and shall be submitted in writing or electronic mail to the other Party. Any update to the Contract Managers shall state the effective date of said update.

Contract Manager	Pierce Transit	King County
Contact Name	Sharon Stockwell	Penny Lara
Title	Senior Employer Services Coordinator	Transportation Planner III King County Metro
Address	Pierce Transit 3701 96 th Street SW Lakewood, WA 98499-4431	201 S Jackson Street MS KSC-TR-0411 Seattle, WA 98104
Telephone	(253) 581-8112	(206) 263-8372
E-mail	sstockwell@piercetransit.org	Penny.Lara@kingcounty.gov

20. EXECUTION OF AGREEMENT

This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as an original.

IN WITNESS THEREOF the Parties hereto have executed this Agreement by duly authorized representatives on the dates shown below their respective signatures.

KING COUNTY

By:

Rob Gannon, General
Manager, Metro Transit
Division King County
Department of
Transportation

Date: _____

PIERCE TRANSIT

By:

Sue Dreier, Chief Executive Officer
Pierce Transit

Date: _____

EXHIBIT A

Scope of Work

Scope of Work

The COUNTY will create and implement a project to increase transit ridership and operational efficiency across the region by increasing One Regional Card for All (ORCA) card usage within targeted groups and geographies with low ORCA usage, including youths, and Limited English Speakers. The project will also sustain the marketing campaign and youth-specific TDM program developed during the initial grant cycle. Components include outreach, marketing and education.

Pierce Transit's Responsibilities

1. Pierce Transit will participate in the development of the Project work plan and performance measurement plan for the Project.
2. Pierce Transit will develop and implement a locally relevant ORCA Youth TDM card distribution campaign for public high school students within Pierce County.
3. Pierce Transit will coordinate with the participating TDM agencies, including King County Metro, Community Transit, Everett Transit, Sound Transit and the Seattle Department of Transportation, to include branding requirements from the ORCA Regional Marketing Project for inclusion on Project collateral.
4. Pierce Transit will provide metrics and evaluation for the Pierce County campaign, as agreed upon by the partners through development of a regional performance measurement plan.

Budget

King County, Department of Transportation, Metro Transit Division, will reimburse Pierce Transit for reimbursable expenses incurred, not to exceed \$120,275.61 as follows:

1. Pierce County ORCA Youth TDM campaign - \$120,275.61 for staffing, ORCA card value, materials and/or related expenses.

Project Description, Deliverables, and Funding

Concept	Increase access to ORCA cards.
Strategy	Partner agencies will conduct outreach campaigns to distribute pre-loaded ORCA cards to youth via existing TDM programs and outreach channels. ORCA card distribution will be achieved through agency-specific strategies to be implemented under this Agreement. Agencies will identify target markets within their service areas.
Deliverables	2.1 Project Work Plan including specific outcomes, timeline, milestones, and budget details addressing participant and match funds. 2.2 Mutually agreeable Performance Measurement Plan. 2.3 Produce a Project Summary Report which at a minimum includes the following: Overview of the Project, how grant funds were spent (participant and match funds), and the extent to which Project outcomes were met, and a description of best management practices that can be transferred to other transit agencies.



Board of Commissioners
Fact Sheet No.: 2018-024
Date: April 9, 2018

TITLE: A Resolution Authorizing the Chief Executive Officer to Execute Amendment No. 6 with First Transit, Inc., (ADA Contract PT-01-012) to Provide for ADA Paratransit Services for an Additional Ninety (90) Days

DIVISION: Service Delivery & Support

SUBMITTED BY: Mike Griffus, Executive Director, Service Delivery & Support

RELATED ACTION:

Resolution 12-012 A Resolution of the Board of Commissioners of Pierce Transit Authorizing Execution of a Contract for Specialized Transportation Service with First Transit, Inc.

Resolution No. 17-017, Authority to Execute Amendment No. 5 with First Transit, Inc., (Contract No. PT-01-012) to Provide ADA Paratransit Services Through June 30, 2018.

ATTACHMENTS: N/A

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	\$	A three- month extension of this agreement is necessary to allow staff to complete the RFP process; each month on this contract costs approximately \$ 505,421.00.
Grant/Other Amounts	\$	
Total Expenditure	\$ 1,516,263.00	

BACKGROUND:

In February 2018, the Agency published a Request for Proposal (RFP) for Paratransit Services, and proposals were due on March 8, 2018. Because of the size and complexity of these services, proposers submitted many questions for clarification; additionally, proposers sought the opportunity to tour the Pierce Transit facilities. As a result, the procurement process has taken longer than anticipated and is not yet completed. The current contract with First Transit expires on June 30, 2018. A ninety (90) day extension of this agreement is necessary so as to allow for continuation of paratransit services while the RFP process is completed. Staff will return to the Board in June 2018 for approval of a new agreement with the recommended proposer, to be effective July 1, 2018.

STAFF RECOMMENDATION:

Extend the First Transit agreement by 90 days.

ALTERNATIVES:

None, as the RFP process for paratransit services has not yet been completed, and Pierce Transit requires continued support by its contractor, First Transit, to meet its paratransit obligations.

PROPOSED MOTION:

Authorize the CEO to enter into and execute Amendment No. 6 with First Transit, Inc., for ADA Paratransit Services for an additional 90 days.



Board of Commissioners
Fact Sheet No.: 2018-025
Date: April 9, 2018

TITLE: Authority to Enter into and Execute a Sole Source Contract with Pacific Power Products Company to Purchase Energy Storage Systems (ESS) for up to Forty-Three (43) Diesel Hybrid Electric Buses

DIVISION: Maintenance

SUBMITTED BY: Skip Huck, E.D. of Maintenance

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: N/A

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 2,197,156.56	
Grant/Other Amounts	\$	
Total Expenditure	\$ 2,197,156.56	

BACKGROUND:

The 2018 Operating Budget includes funds to begin replacement for up to forty-three (43) Energy Storage Systems for hybrid diesel electric buses that are in operation. The primary function of the ESS system is to provide electrical energy storage for the hybrid electric buses. The ESS systems are reaching an age where they need to be replaced to ensure the reliability of the batteries in these buses.

Pacific Power Products Company is the only authorized Allison Distributor in the State of Washington, Alaska and the western half of Oregon. Additionally, Pacific Power Products Company is the sole authorized provider of parts and service for the H40/50EP Hybrid systems.

The ESS system currently in our Hybrid buses is manufactured by Allison and therefore compatible with the system we currently have. The Allison ESS system includes the programming needed to communicate with the current system.

STAFF RECOMMENDATION:

Maintenance staff recommends replacing the ESS with Original Equipment Manufacturer (OEM) equipment to maintain the reliability of the current system in the Hybrid buses. Allison verified that Pacific Power Products Company is a Sole Source; therefore, it is Staff's recommendation to enter into a contract with Pacific Power Products Company to purchase the ESS replacement equipment as necessary.

ALTERNATIVES:

The alternative would be to develop specifications and solicit bids ourselves; however, trying to determine the use of another brand would require a substantial amount of labor and cost to try to retrofit and would not come with the warranty and support of OEM equipment and programming by Allison. There is also a programming issue to have another brand communicate with the system already in place.

PROPOSED MOTION:

Authorize the CEO to enter into and execute a Sole Source contract with Pacific Power Products Company for the purchase of up to 43 ESS systems for Pierce Transit's diesel hybrid buses.



Board of Commissioners
Fact Sheet No.: 2018-026
Date: April 9, 2018

TITLE: Authority to Execute a Contract with Construct, Inc. to Make Repairs to Three Tacoma Transit Centers Located at 72nd Street, Tacoma Mall and Tacoma Community College

DIVISION: Finance

SUBMITTED BY: Clint Steele, Senior Construction Project Manager

RELATED ACTION:

Resolution 16-026 to amend the 2016 Capital budget in the amount of \$3,000,000 to add four Transit Center and Park and Ride Renewal projects.

FS 16-065, Authority to Execute Task Orders 3, 4, 5 and 6 to the Master On-Call Agreement with Gray and Osborne for Architect/Engineering Services Related to Four Transit Center Park and Ride Renewal Projects.

FS 17-046, Authority to Amend Task Orders 2, 3, 4, 5 and 6 with Gray and Osborne Engineers for Additional Engineering Services to include storm water site plans as required by the city, preparation of AutoCAD drawings, electrical design services for additional light poles and fixtures, a geotechnical study and right of way surveys.

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: 72nd Street /TCC/ Tacoma Mall Transit Center Renewals – Project Numbers: 0483, 0484 and 0485

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE: for Total all three sites			EXPLANATION:
Local Amount	\$	948,000	This is funded from three separate budget accounts folded into one project to maximize efficiency, economy of scale and coordination.
Grant/Other Amounts	\$	0.00	
Contingency @ 10%	\$	94,800	
Total Expenditure	\$	1,042,800	

BACKGROUND:

The Tacoma transit centers on 72nd Street, at the Tacoma Mall, and at Tacoma Community College need significant repairs. The shelters are approximately 30 years old. This project focuses on shelter repairs and light fixture replacement at all three centers and pavement repairs at the 72nd Street Transit Center. Specific project improvements include replacing and/or repairing the polycarbonate roof panels, rafters, gutter systems, fold-down seating, and wood panels supporting the glass wind and rain shields. The existing light fixtures have also reached the end of their design life and will be replaced with efficient LED light fixtures which will reduce operating and maintenance costs and provide better lighting to our customers.

An Invitation for Bid (IFB) was solicited for this project. Pierce Transit received one (1) bid. The IFB was posted on Pierce Transit's eBids website, OMWBE, Transit Talent, Tacoma Daily Index and Daily Journal of Commerce. Forty (40) bidders downloaded the Bid documents, four (4) responded that they intended to bid. The sole responsive bidder was Construct, Inc. who has done previous work with entities such as DES, Tacoma Public Works, Clover Park School District, Puyallup School District, and Pierce County Library, so Construct, Inc. has experience working with Public Agencies. Of the bidders that downloaded the bid documents and responded with the intent and/or attended the Pre-Bid Meeting held on March 6, 2018 but did not bid, the companies indicated that they did not have the resources to put forth a firm bid or other opportunities were pressing and took priority. As such, it is not anticipated that the Agency would get a more favorable response if it were to re-solicit.

STAFF RECOMMENDATION:

Recommend approving Construct, Inc. to make these repairs at a total cost of \$948,000 with a 10% construction contingency of \$94,800 for a total approved amount of \$1,042,800.

ALTERNATIVES:

Delay the repair work, but this is not recommended. These are customer-facing facilities that have significant deferred maintenance and to delay repairs further will only cost more in the future.

PROPOSED MOTION:

Authorize the Chief Executive Officer to enter into and execute a contract with Construct, Inc. to make repairs to three Tacoma transit centers located at 72nd Street, Tacoma Mall and Tacoma Community College.



Board of Commissioners
Fact Sheet No.: 2018-027
Date: April 9, 2018

TITLE: Authority to Purchase Twenty (20) Forty-Foot Low Floor Compressed Natural Gas (CNG) Replacement Coaches from Gillig Corporation Pursuant to Washington State Heavy-Duty Mass Transit Vehicles Department of Enterprise Services (DES) Contract No. 09214

DIVISION: Maintenance

SUBMITTED BY: Skip Huck, E.D. of Maintenance

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Financial

.....
BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: 2018 Bus Fleet Replacement

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 6,416,210	Total price quoted by Gillig is \$13,297,188. We have included \$215,108 for contingency. Total approved capital budget is \$14,555,661.
Grant/Other Amounts	\$ 7,096,086	
Total Expenditure	\$ 13,512,296	

.....
BACKGROUND:

Pierce Transit seeks authority to purchase twenty (20) forty-foot low floor compressed natural gas (CNG) replacement coaches from Gillig Corporation pursuant to Washington State Department of Enterprise Services (DES) Heavy-Duty Mass Transit Vehicles Contract No. 09214 competitively procured by DES. Expected delivery in fourth quarter 2019 with anticipated in-service beginning first quarter of 2020.

The Agency budget for 2018 includes funding for twenty (20) forty-foot compressed natural gas (CNG) replacement coaches. The buses being replaced are currently 16 to 17 years old with average mileage of 690,000. Replacement is consistent with Pierce Transit's Replacement Policy. These vehicles are becoming more unreliable and expensive to maintain.

The State of Washington has established vehicle contracts currently available to Pierce Transit; and the Agency has received twenty formal assignment options. Maintenance staff has reviewed the contracts available and has identified vehicles appropriate for our intended purpose.

STAFF RECOMMENDATION:

Staff recommends, in accordance Pierce Transit Code Section 3.13.120(a), the purchase of coaches competitively procured by DES and "piggybacking" for this this purchase instead of engaging in Pierce Transit's own procurement, which would be duplicative of the DES procurement process and contracts. The Pierce Transit-requested options are being reviewed by DES for inclusion in the state contract, with approval anticipated in the near future.

Staff has thoroughly reviewed the updated pricing received from Gillig Corporation and are satisfied that pricing for the DES contract is fair and reasonable, remains competitive in the market place. In addition, pre-award Buy America information has been received from Gillig Corporation which exceeds the Buy America regulations for American assembly and content.

The total price quoted by Gillig for the DES option is \$13,297,188, which includes the base price, additional options selected by Pierce Transit, and 10.2% sales tax. Gillig has provided an excellent product and service in the past.

ALTERNATIVES:

Develop specifications and solicit bids through a Pierce Transit administered procurement; however, in the past the Agency has not been able to achieve the deep discounts offered in the state contracts due to statewide purchasing volume.

PROPOSED MOTION:

Authorize the Purchase of Twenty (20) Forty-Foot Low Floor Compressed Natural Gas (CNG) Replacement Coaches from Gillig Corporation Pursuant to Washington State Heavy-Duty Mass Transit Vehicles Department of Enterprise Services (DES) Contract No. 09214, contingent upon Pierce Transit options being included in the state contract.



Board of Commissioners
Fact Sheet No.: 2018-028
Date: April 9, 2018

TITLE: Authority to Execute a Piggyback Contract with
Lytx, Inc., for DriveCam Program

DIVISION: Service Delivery & Support

SUBMITTED BY: Mike Griffus, Executive Director of
Service Delivery & Support / Chief Safety Officer

RELATED ACTION:

N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Financial

.....
BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Lytx DriveCam

☒ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 893,140.00	Approval of purchase and monitoring of Lytx DriveCam units for a 5-year period in the amount of \$445,460 (\$327,736 PT/\$117,724 ST*) for purchase and installation of DriveCam units and annual managed service cost of \$178,618 (\$133,081 PT/\$45,537 ST) per year through June 1, 2023. *Avg cost for ST vehicles is higher due to all vehicles being 40+ foot coaches.
WSTIP Grant	\$ 100,000.00	
Sound Transit Funding	\$ 345,410.00	
Total Expenditure	\$ 1,338,550.00	

.....
BACKGROUND:

Lytx, Inc.'s DriveCam is a proprietary safety program that combines video-based coaching with predictive analytics to help correct driving behavior before a collision happens. DriveCam programs have been proven to change driver behavior and deliver rapid return on investment, saving time, money and most importantly, lives. By installing and maintaining the camera event/coaching process, Pierce Transit aims to identify risky behaviors occurring in real time, make operators aware of the behavior, and encourage safe behavior by coaching the operators in a positive manner. Staff proposes to install DriveCam on 506 revenue and support vehicles.

The Lytx Corporation and the DriveCam program has been listed on the General Services Administration's Schedule 70 for products utilized by the Department of Homeland Security, and Pierce Transit would be piggybacking on that contract.

The DriveCam program is unique in that their devices offer; LTE cellular connectivity, Blue Tooth Connectivity, 8 high lumen infrared LED lighting for inside view at night, 130+ degree view, 10 Frames Per Second video capture, 9 axis accelerometer, built in g-force sensor, built in GPS, compatible with 12VDC and 24VDC vehicles, ECM/ECU Connectivity for OBDII, J1939m J1708, and FMS, capable of capturing drivers with left and right hand steering, tamper-resistant with fault indicators, and is capable of storing up to 800 events in Non-volatile memory for remote sites that may experience extended periods between downloads. Additional features include:

- Real-time status information
- Vehicle tracking
- Geo Fencing capabilities
- Trip management tools
- Fuel Management
- Exception alerts
- Posted Speed Limit functionality
- DVR Continuous Recording Capability
- iOS and Android OS capability
- Driver safety report based on 40+ information points
- Configurable reporting features
- Data integration
- 24*7 Customer support
- Nationwide Installation Network

The purchase of 506 units with hardware and technology will equip our fleet of revenue and support vehicles.

Additionally, Pierce Transit completed its negotiations with the Amalgamated Transit Union 758 providing for the implementation of DriveCam in December 2017.

STAFF RECOMMENDATION:

Staff recommends approval of purchase and monitoring of Lytx DriveCam units for a 5-year period in the amount of \$445,460 for purchase and installation of DriveCam units and annual managed service cost of \$178,618 per year June 1, 2023.

ALTERNATIVES:

Do not purchase this product. This is not recommended because all existing alternatives to driver behavior correction are reactive. Pierce Transit continues conducting field observations, post-accident training and scheduled refresher training. These actions generally occur after a negative event has already occurred. Due to limited staffing

these actions will have limited results and will not be as effective as a real-time behavior monitoring and alerting system like DriveCam provides.

PROPOSED MOTION:

Authorize the Chief Executive Officer to enter into and execute a five-year piggyback agreement with Lytx, Inc. to implement the DriveCam program.



Board of Commissioners
Fact Sheet No.: 2018-029
Date: April 9, 2018

TITLE: A Resolution Authorizing the Chief Executive Officer to Enter Into an Agreement for 2018 Downtown to Defiance Trolley Pilot Service with City of Tacoma, Metropolitan Park District of Tacoma, Travel Tacoma, and Point Ruston

DIVISION: Planning & Community Development

SUBMITTED BY: Tina Lee, Community Development Administrator

RELATED ACTION:

Resolution No. 17-041 Authorizing the Continued Operation of the Seasonal Downtown to Defiance Pilot Service in 2018 Contingent Upon the Successful Negotiations of Various Partnership Agreements

ATTACHMENTS: Proposed Resolution
Attachment A – Interlocal Agreement

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	\$ 138,825	Service Hours are included in the 2018 Operating Budget for this service. Partnership funds are a contribution toward the cost of operating the service and represent approx. 47% of the estimated operating cost.
Grant/Other Amounts	\$ 122,000	
Total Expenditure	\$ 260,825	

BACKGROUND:

The Downtown to Defiance (D2D) Trolley pilot represents a partnership with the City of Tacoma, Metropolitan Park District of Tacoma, Travel Tacoma, and Point Ruston to test this unique service connecting Downtown Tacoma and Point Defiance Park via the city's waterfront season. The service supports access to the waterfront and promotes economic development in our community. Service improvements in this second pilot season include extending the route to the Tacoma Dome Station and operating in the Old Town District. The Downtown to Defiance trolley service provides a connection to every museum in downtown Tacoma, and staff is actively engaging the museum district marketing managers to develop joint campaigns. Staff is also working with Travel Tacoma to engage hotels to encourage guests to ride the trolley.

STAFF RECOMMENDATION:

The D2D trolley pilot will operate from June 1 through September 2, 2018. The D2D partners are committed to supporting a second year of the pilot to further build ridership and community support. The trolley partners are providing the following financial resources to help fund the cost of the service: City of Tacoma - \$67,000; Metropolitan Park District of Tacoma - \$25,000; Travel Tacoma - \$5,000; and Point Ruston - \$25,000. Staff recommends authorizing the CEO to enter into this Agreement for 2018 Downtown to Defiance Service.

ALTERNATIVES:

Pierce Transit could choose to fund 100% of the operating cost for the 2018 Downtown to Defiance Trolley Service or chose not to operate the pilot a second season. Though ridership in 2017 did not meet performance expectations, rider and merchant surveys showed high support for this service. Many people reported that they were just learning of the trolley service as it ended in 2017. It can also take 3-4 years for awareness to build for any new service.

PROPOSED MOTION:

Approval of Resolution No. 18-012, authorizing the Chief Executive Officer to enter into an Agreement for 2018 Downtown to Defiance Trolley pilot service with City of Tacoma, Metropolitan Park District of Tacoma, Travel Tacoma, and Point Ruston beginning June 1, 2018 and ending September 2, 2018.

RESOLUTION NO. 18-012

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to Enter Into an Agreement for 2018 Downtown to Defiance Trolley Service with City of Tacoma, Metropolitan Park District of Tacoma, Travel Tacoma, and Point Ruston

WHEREAS, on October 9, 2017, the Pierce Transit Board of Commissioners approved Resolution No. 17-041 authorizing the continued operation of the seasonal Downtown to Defiance Trolley pilot service in 2018 contingent upon the successful negotiations of various partnership agreements; and

WHEREAS, Pierce Transit and the City of Tacoma, Metropolitan Park District of Tacoma, Travel Tacoma, and Point Ruston (together, "Trolley Partners") have agreed to a 2018 funding partnership for Downtown to Defiance Trolley service from June 1, 2018 to September 2, 2018; and

WHEREAS, the Trolley Partners will provide partnership funds toward 54% of the operating cost of the service; and

WHEREAS, trolley route improvements will provide a direct connection to local and regional public transportation services at the Tacoma Dome Station; and

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

WHEREAS, Pierce Transit staff and the trolley partners are coordinating marketing efforts including developing promotions to introduce hotel guests and museum visitors to the Downtown to Defiance Trolley service; and

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

Section 1. The Board of Commissioners authorizes the Chief Executive Officer to Enter into an Agreement for 2018 Downtown to Defiance Trolley Service with City of Tacoma, Metropolitan Park District of Tacoma, Travel Tacoma, and Point Ruston for trolley service from June 1, 2018 to September 2, 2018.

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2 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 9th
3 day of April, 2018.

4 PIERCE TRANSIT

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Kent Keel, Chair
Board of Commissioners

11 ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC
Clerk of the Board

**Interlocal Agreement for 2018 Downtown to Defiance Trolley Service
among City of Tacoma, Metropolitan Park District of Tacoma, Travel Tacoma, Point
Ruston, 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; Metropolitan Park District of Tacoma, a special purpose district responsible for park and recreation programs (“Metro Parks”), Travel Tacoma, a non-profit organization, and Point Ruston, a private business; 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 to continue 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 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 the areas many attractions including hotels, shopping, restaurants, parks and the zoo while attracting new investment to the South Sound region; and

Whereas, Pierce Transit’s 2018 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, Metro Parks, Travel Tacoma, and Point Ruston; and

Whereas, the Parties desire to enter into an agreement to provide seasonal transportation service in 2018 from June 1, 2018 until September 2, 2018; 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 reinstalling the previously approved 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: 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 2018 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 timely 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 reinstating the southbound bus stop on Ruston Way across from Harbor Lights Restaurant. This stop was approved as a temporary bus stop in 2017 by Tacoma Public Works, Traffic Engineering Division. The City will provide approval to use this site for the duration of the 2018 seasonal trolley service, the city will temporarily close two parking stalls needed for the bus stop and provide bollards needed to create a temporary pedestrian path to the

adjacent crosswalk. Pierce Transit will position the bollards at the stop per the approved 2017 site plan.

- 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.
- 4.2 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. Pierce Transit will place a temporary trolley bus stop at each bus zone.
- 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. TRAVEL TACOMA'S RESPONSIBILITIES

- 5.1 Travel Tacoma will pay its financial share as described in Attachment A.
- 5.2 Travel Tacoma staff will actively participate in the Parties' joint Marketing and Communication team developing plans to promote the service.
- 5.3 Travel Tacoma will promote the service using available communication methods such as linking to the project website, social media postings, and other tools typically utilized by Travel Tacoma for outreach for its programs.
- 5.4 Travel Tacoma will assist Pierce Transit staff in developing and promoting a hotel sponsorship package to the downtown Tacoma hotels. Pierce Transit's team will prepare materials, Travel Tacoma will utilize its network to assist Pierce Transit in reaching hotel marketing staff and sharing the promotional offer.

6. POINT RUSTON'S RESPONSIBILITIES

- 6.1 Point Ruston will pay its financial share as described in Attachment A.
- 6.2 Point Ruston will grant approval of a temporary bus stop mutually agreeable to both Pierce Transit and Point Ruston at its property on Ruston Way. The temporary bus stop will be located on Main Street in the loading zone between Ice Cream Social and Purpose Boutique. Pierce Transit will place a temporary bus stop pole at this trolley zone.
- 6.3 Point Ruston will identify a person to staff actively participate in the Parties' joint Marketing and Communication team developing plans to promote the service.
- 6.4 Point Ruston will promote the service using available communication methods such as linking to the project website from Point Ruston's web site, social media postings, and other tools typically utilized by Point Ruston.

7. 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.

8. EFFECTIVE TERM OF AGREEMENT

This Agreement is entered into to be effective for a term beginning on the Effective Date and continuing through September 2, 2018.

9. PAYMENT PROCEDURES

- 9.1 Within 30 days of receipt of monthly invoices during the effective term, the City of Tacoma, Metro Parks, Travel Tacoma, and Point Ruston will provide payment of pledged funds as described in Attachment A for the transit service provided for herein.
- 9.2 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.

10. INDEMNIFICATION AND LEGAL RELATIONS

- 10.1 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.

- 10.2** 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.
- 10.3** 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.
- 10.4** Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or in equity.
- 10.5** 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.
- 10.6** The provisions of this section shall survive any termination of this Agreement.

11. CHANGES AND MODIFICATION

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

12. TERMINATION OF AGREEMENT

- 12.1** 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.
- 12.2** If City of Tacoma, Metro Parks, Travel Tacoma, or Point Ruston 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.

13. 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 performed in accordance with this Agreement.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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	Kim Bedier
Title	Acting Director Community and Economic Department
Address	747 Market Street; Tacoma, WA 98402
Telephone	253-573-2554
E-Mail	kbedier@ci.tacoma.wa.us

	Metropolitan Park District of Tacoma
Contact Name	Joe Brady
Title	Chief Strategy Officer
Address	4702 S 19th St; Tacoma, WA 98405
Telephone	(253) 305-1014
E-Mail	joeb@tacomaparks.com

	Travel Tacoma
Contact Name	Bennish Brown
Title	Executive Director
Address	1516 Commerce Street, Tacoma WA 98402
Telephone	(253) 284-3250
E-Mail	bennish@traveltacoma.com

	Point Ruston
Contact Name	Loren Cohen
Title	Managing Director
Address	5219 N Shirley Street, Ruston WA 98407
Telephone	253-752-2185
E-Mail	Loren@mcconstruction.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 _____, 2018.

CITY OF TACOMA

Approved as to Form:

Tadd Wille, Assistant City Manager

Deputy City Attorney

Kim Bedier, Acting Director Community and Economic Development
City of Tacoma

Date: _____

METRO PARKS

Shon Sylvia, Executive Director
Metropolitan Parks District of Tacoma

Date: _____

Travel Tacoma

Bennish Brown, Executive Director
Travel Tacoma

Date: _____

Point Ruston

Loren Cohen, Managing Director
Point Ruston

Date: _____

PIERCE TRANSIT

Sue Dreier, CEO
Pierce County Public Transportation Benefit Authority

Date: _____

Attachment A
Direct Financial Partnership Scope of Work
2018 Seasonal Downtown to Defiance Trolley Service
City of Tacoma, Metro Parks, Travel Tacoma, Point Ruston, and Pierce Transit

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

A. The estimated operational cost for the service is \$225,825 as described below.

Downtown to Defiance Trolley Estimated Route Costs		
Estimated Number of Days of Service		42
Estimated Service Hours		1,399.86
2018 Operating Cost per Service Hour		\$ 152.27
	Subtotal	\$213,156.68
Estimated Service Miles		13,335
2018 Operating Cost Per Service Mile		\$0.95
	Subtotal	\$12,688.25
Estimated Seasonal Trolley Route Costs		\$ 225,824.93

A. The City of Tacoma's partnership contribution to the service is \$67,000 .

B. Metro Parks' partnership contribution to the service is \$25,000 .

C. Travel Tacoma's partnership contribution to the service is \$5,000.

D. Point Ruston's partnership contribution to the service is \$25,000.

E. Pierce Transit will contribute the remaining operational cost for the seasonal trolley service which is estimated at \$103,825. 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.

F. In addition to its share of the seasonal trolley service operating cost, Pierce Transit will contribute an estimated \$32,000 for other in-kind required project expenses including marketing and promotion, bus stops and signage, operator uniforms, and seasonal trolley vehicle modifications.

G. 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 \$1.00 for adults and youth. Standard discounted fares will be accepted on the trolley. 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. Fares will be retained by Pierce Transit to offset its in-kind and operational contributions.

II. Description of Service

Downtown to Defiance Trolley Service will commence June 1, 2018 and terminate September 2, 2018. Service will be provided on Fridays, Saturdays and Sundays during the demonstration period. Trips will operate every 30 minutes approximately between the hours of 10:00 am and 9:00 pm. Every bus is ADA accessible with wheelchair lift.

Routing and Bus Stops for 2018 Downtown to Defiance Trolley Service



Point Ruston Bus Stop Location

