

Agenda

Call to Order

Pledge of Allegiance

Roll Call

Presentations

- | | |
|---|---|
| 1. November 2018 Operator of the Month ~
Bonnie Mitchell | Trish Macomber
Transit Operator Assistant Manager |
| 2. System Redesign Outcomes for Specific
Routes | Peter Stackpole
Service Planning Assistant Manager |
| 3. Alternative Contracting Methods | Brett Freshwaters
E.D. of Finance |

Special Business ~ Care-a-van Awards

- | | | |
|------|--|--|
| p. 1 | 1. FS 2018-096, Donating Surplus Vehicle No.
7224 to Girl Scouts of Western WA; and | Penny Grellier
Business Partnership Administrator |
| p. 5 | 2. FS 2018-097, Donating Surplus Vehicle No.
7225 to Major Taylor Project | Penny Grellier
Business Partnership Administrator |

Public Comment

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

Consent Agenda

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

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|-------|---|
| p. 9 | 1. Approval of Vouchers, December 1, 2018 |
| p. 23 | 2. Minutes: Special Board Meeting of November 15, 2018 |
| p. 31 | 3. FS 2018-098, Authority to Execute a Sole Source Renewal Agreement for Microsoft Premier Services for 2019 |
| p. 33 | 4. FS 2018-099, Authority to Purchase Network Switches from CDW Utilizing State NASPO ValuePoint (AR-233-01114) |

- p. 35 5. FS 2018-100, Authorizing the Execution of a Pilot Transit Pass Incentive Program for Businesses and Non-Profits Project Agreement with King County Metro
- p. 51 6. FS 2018-101, Amending the 2018 Capital Budget to Include the Manlift Replacement Project
- p.55 7. FS 2018-102, Authority to Amend the 2018 Capital Budget to Increase Funding for the Hoist Replacement Project and Authority to Execute a Contract with General Mechanical to Replace Hoists in the Tire Shop and Body Shop in Building 1
- p. 59 8. FS 2018-103, Authorizing the CEO to Amend the Agreement with Washington State Transit Insurance Pool (WSTIP) for the Collision Avoidance System Project
- p. 85 9. FS 2018-104, Authority to Purchase up to Fifty-five (55) Replacement Vanpool Vans from Washington State Contract No. 05916
- p. 87 10. FS 2018-106, Authority to Execute Amendment No. 1 with the City of Federal Way to Provide Police Services at the Federal Way Transit Center and Other Bus Routes and Bus Stops Located in Federal Way for an Additional Year
- p. 93 11. FS 2018-107, Authorizing Amendments to Section 7.1 of the Personnel Manual for Housekeeping Changes Relating to AWC Life Insurance, LTD Insurance and EAP

Action Agenda

- p. 101 1. FS 2018-105, Adoption of the Annual Budget for Fiscal Year 2019, and Delegating Authority to the CEO to Purchase Non-Budgeted Replacement Vehicles up to \$200,000 Under Certain Conditions Brett Freshwaters
E.D. of Finance
- p. 107 2. FS 2018-108, A Resolution Approving the Community & Technical College Student Bus Pass Program and Delegating Authority to the CEO to Execute all Future College Agreements Pursuant to this Program Sharon Stockwell
Senior Employer Services Coordinator

Staff Updates/Discussion

1. CEO's Report Sue Dreier
Chief Executive Officer

Informational Board Item

1. Chair Report Chair Henderson

- | | |
|--------------------------------------|--------------------------------|
| 2. Sound Transit Update | Any Sound Transit Board Member |
| 3. PSRC Transportation Policy Update | Commissioner Mello |
| 4. Commissioners' Comments | |

Executive Session

Adjournment

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.

TITLE: A Resolution Donating Surplus Vehicle #7224 to Girl Scouts of Western Washington Pursuant to the Pierce Transit Care-a-Van Program

DIVISION: Planning & Community Development

SUBMITTED BY: Penny Grellier, Business Partnership Administration

RELATED ACTION:

Resolution 15-068 Creating the Care-a-Van Grant Program for Donation of Surplus Vehicles to Qualifying Organizations

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION: N/A

BACKGROUND:

From time to time, Pierce Transit surpluses rolling stock that has exceeded its useful life for public transit and in the past, Pierce Transit has sold surplus rolling stock at auction for relatively small amounts, because when a vehicle is surplus, it typically is beyond its reasonable service life and usually has little to no appreciable market value. Certain non-profit organizations have expressed a need for and interest in utilizing Pierce Transit's surplus vehicles to provide transportation services to Pierce County residents and visitors.

Pierce Transit has identified the above-listed surplus vehicle as having potential to meet the needs of non-profit organizations based on the vehicle's mileage and maintenance history.

By Resolution 15-068, the Board of Commissioners created the Care-a-van program that provides for the donation of surplus vehicles to certain non-profit organizations expected to utilize the vehicle to defray the cost of Pierce Transit's service, since many of those organizations would be providing trips that would otherwise be provided by Pierce Transit, including trips that would be SHUTTLE eligible. Through the Care-a-Van vehicle donation program, interested non-profit organizations have applied for the surplus vehicles through a competitive selection process. In the most recent round of applications, Staff received 2 applications, has ranked those applications based on established criteria, and recommends awarding this vehicle to Girl Scouts of Western WA based on the strength of this organization's application and ranking.

After review and a competitive assessment of the applications, Staff recommends the award of a Care-a-Van vehicle to Girl Scouts of Western WA. This organization has demonstrated the financial capacity to follow all state and federal laws regarding maintaining and insuring the vehicle and has provided a description of how the vehicle will best meet the transportation needs of Pierce County residents and visitors. This non-profit organization is also able to sign a contract in substantially the same form as Exhibit A hereto.

Girl Scouts of Western Washington strives to offer the Girl Scouting experience to every girl -- girls of every race, ethnicity, socioeconomic status, sexual orientation, ability, gender identity, religion and geographic location. To serve every girl, the organization needs to be able to transport them from across Pierce County to events, troop

FACT SHEET
PAGE 2

meetings, camp, STEM robotics competitions and educational outings throughout the county and region. This vehicle will be based in DuPont and will be on call seven days a week to transport girls.

Applications from organizations that meet donation requirements but which did not score high enough to be recommended for a vehicle at this time will be kept on file and considered for future donations.

The following vehicle has been identified by the Maintenance Department as being appropriate for donation through the Care-a-van program, the approximate Kelley Bluebook value of which if sold in "good" condition is:

VIN: 1GAHG35K781112335

Make/Model/Year: Chevrolet Express 3500, 2008

Mileage: 155446

Estimated Kelley Bluebook Value in "good" condition: \$5387

STAFF RECOMMENDATION:

Award a Care-a-van vehicle to Girl Scouts of Western WA subject to the terms and conditions of the Care-a-van Agreement.

The contract, fact sheet and resolution for the Girl Scouts of Western Washington Care-a-van were reviewed by Thomas H. Wolfendale, K&L Gates LLP, as Pierce Transit General Counsel, Dana Henderson, recused herself from review due to membership on the board for Girl Scouts of Western Washington.

ALTERNATIVES:

An alternative would be to not award this vehicle, in which case, staff will sell the vehicle(s) at auction.

PROPOSED MOTION:

Approve Resolution No. 2018-047, awarding a Care-a-van vehicle to Girl Scouts of Western Washington pursuant to the Care-a-van Program.

RESOLUTION NO. 2018-047

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Donating Surplus Vehicle #7224 to
2 Girl Scouts of Western Washington.

3
4 WHEREAS, By Resolution No. 15-068, the Pierce Transit Board of Commissioners adopted the Care-A-
5 Van Program pursuant to which the Agency may donate an otherwise surplussed vehicle to a qualified non-
6 profit organization, provided that the recipient organization agrees, among other contractual requirements, to
7 maintain and insure the vehicle and provide and report on a certain level of transportation services to Pierce
8 County residents and visitors sufficient to cover the approximate value of the surplus vehicle if it were otherwise
9 sold at auction; and

10 WHEREAS, an application has been submitted by Girl Scouts of Western Washington for donation of
11 a surplus vehicle from the Care-A-Van Program; and

12 WHEREAS, Girl Scouts of Western Washington is a qualified social service agency organized under and
13 existing pursuant to the laws of the State of Washington; and

14 WHEREAS, after a competitive evaluation process, Pierce Transit staff has recommended that Girl
15 Scouts of Western Washington be the recipient of a vehicle pursuant to the terms of Pierce Transit's Care-A-
16 Van Grant Program Agreement;

17 WHEREAS, Pierce Transit has a surplus Chevrolet Express 3500 Van, VIN No. 1GAHG35K781112335 ("the Van"), and Pierce Transit's Maintenance Department recommends that the Van be surplussed and has
18 determined that the Van is appropriate for donation through the Care-A-Van program; and

19
20 WHEREAS, the donation of the Van will aid Girl Scouts of Western Washington in their work for the
21 community while benefiting Pierce Transit by offsetting transportation services that would otherwise be
22 provided by Pierce Transit at greater expense; and

23 WHEREAS, Girl Scouts of Western Washington is an organization that provides growth and
24 development opportunities and activities to girls of courage, confidence and character who make the world
25 a better place; and

26 WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of
27 Pierce County that the Van be granted to Girl Scouts of Western Washington.

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

29 Section 1. The Van is hereby donated to Girl Scouts of Western Washington pursuant to the terms
30 and conditions of the Care-A-Van Grant Program.

1 Section 2. Once Girl Scouts of Western Washington agrees to all terms of the Pierce Transit's Care-A-
2 Van Grant Program Agreement, Pierce Transit staff is authorized to transfer title of said vehicle to Girl Scouts
3 of Western Washington.

4 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
5 the 10 day of December, 2018.

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PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

13 ATTEST/AUTHENTICATED
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Deanne Jacobson, CMC
Clerk of the Board

TITLE: A Resolution Donating Surplus Vehicle #7225 to Major Taylor Project Pursuant to the Pierce Transit Care-a-Van Program

DIVISION: Planning & Community Development

SUBMITTED BY: Penny Grellier

RELATED ACTION:

Resolution 15-068 Creating the Care-a-Van Grant Program for Donation of Surplus Vehicles to Qualifying Organizations

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION: N/A

BACKGROUND:

From time to time, Pierce Transit surpluses rolling stock that has exceeded its useful life for public transit and in the past, Pierce Transit has sold surplus rolling stock at auction for relatively small amounts, because when a vehicle is surplussed, it typically is beyond its reasonable service life and usually has little to no appreciable market value. Certain non-profit organizations have expressed a need for and interest in utilizing Pierce Transit's surplussed vehicles to provide transportation services to Pierce County residents and visitors.

Pierce Transit has identified the above-listed surplussed vehicle as having potential to meet the needs of non-profit organizations based on the vehicle's mileage and maintenance history.

By Resolution 15-068, the Board of Commissioners created the Care-a-van program that provides for the donation of surplussed vehicles to certain non-profit organizations expected to utilize the vehicle to defray the cost of Pierce Transit's service, since many of those organizations would be providing trips that would otherwise be provided by Pierce Transit, including trips that would be SHUTTLE eligible. Through the Care-a-Van vehicle donation program, interested non-profit organizations have applied for the surplus vehicles through a competitive selection process. In the most recent round of applications, Staff received 2 applications, has ranked those applications based on established criteria, and recommends awarding this vehicle to Major Taylor Project based on the strength of this organization's application and ranking.

After review and a competitive assessment of the applications, Staff recommends the award of a Care-a-Van vehicle to Major Taylor Project. This organization has demonstrated the financial capacity to follow all state and federal laws regarding maintaining and insuring the vehicle and has provided a description of how the vehicle will best meet the transportation needs of Pierce County residents and visitors. This non-profit organization is also able to sign a contract in substantially the same form as Exhibit A hereto.

The Major Taylor Project is an extension of the Cascade Bicycle Club. It serves students from schools with a high rate of free and reduced lunches, transporting students to bicycling rides and events throughout the year. This vehicle will be used to transport students and equipment from Tacoma Public Schools and Chief Leschi Schools in Puyallup. Destinations include Tacoma, Puyallup, Orting, Vashon, White Center and Portland.

FACT SHEET
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Applications from organizations that meet donation requirements, but which did not score high enough to be recommended for a vehicle at this time will be kept on file and considered for future donations.

The following vehicle has been identified by the Maintenance Department as being appropriate for donation through the Care-a-van program, the approximate Kelley Bluebook value of which if sold in "good" condition is:

VIN: 1GAHG35K781114795

Make/Model/Year: Chevy Express 350, 2008

Mileage: 156832

Estimated Kelley Bluebook Value in "good" condition: \$5454

STAFF RECOMMENDATION:

Awarding a Care-a-van vehicle to Major Taylor Project subject to the terms and conditions of the Care-a-van Agreement.

ALTERNATIVES:

An alternative would be to not award this vehicle, in which case, staff will sell the vehicle(s) at auction.

PROPOSED MOTION:

Approve Resolution No. 2018-048, awarding a Care-a-van vehicle to Major Taylor Project subject to the terms and conditions of the Care-a-van Agreement in substantially the same form as Exhibit A attached hereto.

RESOLUTION NO. 2018-048

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Donating Vehicle #7225 to Major
2 Taylor Project.

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4 WHEREAS, By Resolution No. 15-068, the Pierce Transit Board of Commissioners adopted the Care-A-
5 Van Program pursuant to which the Agency may donate an otherwise surplussed vehicle to a qualified non-
6 profit organization, provided that the recipient organization agrees, among other contractual requirements, to
7 maintain and insure the vehicle and provide and report on a certain level of transportation services to Pierce
8 County residents and visitors sufficient to cover the approximate value of the surplus vehicle if it were otherwise
9 sold at auction; and

10 WHEREAS, an application has been submitted by Major Taylor Project for donation of a surplus
11 vehicle from the Care-A-Van Program; and

12 WHEREAS, Major Taylor Project is a qualified social service agency organized under and existing
13 pursuant to the laws of the State of Washington; and

14 WHEREAS, after a competitive evaluation process, Pierce Transit staff has recommended that Major
15 Taylor Project be the recipient of a vehicle pursuant to the terms of Pierce Transit's Care-A-Van Grant Program
16 Agreement;

17 WHEREAS, Pierce Transit has a surplus Chevy Express 350 Van, VIN no. 1GAHG35K781114795 (" the
18 Van"), and Pierce Transit's Maintenance Department recommends that the Van be surplussed and has
19 determined that the Van is appropriate for donation through the Care-A-Van program; and

20 WHEREAS, the donation of the Van will aid Major Taylor Project in their work for the community while
21 benefiting Pierce Transit by offsetting transportation services that would otherwise be provided by Pierce Transit
22 at greater expense; and

23 WHEREAS, Major Taylor Project is an organization that provides bicycle-based activities and cycling
24 equipment to students from schools with high rates of free and reduced lunches; and

25 WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of
26 Pierce County that the Van be granted to Major Taylor Project.

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

28 1. The Van is hereby donated to Major Taylor Project pursuant to the terms and conditions in
29 substantially the same form as the Care-A-Van Grant Program Agreement attached hereto as Exhibit A.

2. Once Major Taylor Project agrees to all terms of the Pierce Transit's Care-A-Van Grant Program Agreement, Pierce Transit staff is authorized to transfer title of said vehicle to Major Taylor Project.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10th day of December 2018.

PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

**PIERCE TRANSIT
BOARD OF COMMISSIONERS
MINUTES**

November 15, 2018

CALL TO ORDER

Chair Henderson called the meeting to order at 10:04 a.m.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Commissioners present:

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

Commissioners excused

Bruce Dammeier, Pierce County Executive

Staff present:

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

Moment of Silence for CTAG Member Tommy Manning

Chair Henderson expressed sorrow that CTAG member Tommy Manning passed away on October 2, 2018. She spoke about his involvement with the CTAG committee and his advocacy for people living with Traumatic Brain Injuries.

CTAG Chair Cody Bakken shared additional heart-felt comments about Tommy Manning and his contributions to the Committee and the Tommy Manning Act that was passed by the Washington State Legislature in 2007. A moment of silence was observed to honor and remember Mr. Manning. *(Commissioner Woodards arrived at 10:08 a.m.) (Commissioner Keel arrived at 10:11 a.m.) (Commissioner Farris arrived at 10:12 a.m.)*

PRESENTATIONS

1. October 2018 Operator of the Month

Transit Operator Assistant Manager Scott Gaines honored Operator Del Bartholomew for being selected Operator of the Month for October 2018. He reported on his great customer service to customers and his excellent driving skills.

Mr. Bartholomew thanked Pierce Transit for allowing him to serve the community.

On behalf of the Board, Chair Henderson thanked Mr. Bartholomew for his service to the community and congratulated him for receiving the award after two years of driving.

PUBLIC HEARING

Executive Director of Finance Brett Freshwaters provided an overview of the Proposed 2019 Budget. He noted the budget is sustainable, balanced and meets revenue requirements.

Commissioner Keel praised staff for doing a great job explaining the budget.

Commissioner Mello inquired if Pierce Transit has enough resources to successfully carry out the Bus Rapid Transit (BRT) project.

CEO Dreier noted there are enough resources for the stage we are at now; that the Agency may need additional resources in 2020 and noted that Pierce Transit does have a good plan in place.

Discussion ensued relating to how Pierce Transit could improve on the public outreach and messaging of the BRT project in the community. It was suggested that in addition to the already formed Technical Advisory Committee (TAC) that a unified group of elected officials be formed so that they better understand the project and are saying the same message. It was also suggested that the messaging be brought down to a more basic level and make it clear that traffic lanes will not be removed from Pacific Avenue.

A short discussion ensued about the maintenance schedule of the Pierce Transit buses. Staff responded that Pierce Transit is in the process of getting caught up with deferred maintenance because of the Great Recession and reminded the Board that the Agency maintains its buses a few years past the FTA standards.

Commissioner Woodards requested a meeting be held to explain the maintenance schedule so that she can develop a better understanding of it. She also suggested that public hearings be held during a time that is more accessible for people to comment and inquired how Pierce Transit involves the community and stakeholders in the budget process.

Chair Henderson opened the public hearing at 10:40 a.m.

No comments were provided.

Chair Henderson closed the public hearing at 10:40 a.m.

PUBLIC COMMENT

Representative Jake Fey noted that pursuant to SB 6414, that it is appropriate for the Board to hold the Board Composition Review Meeting prior to the four-year period. He detailed the composition of the Board prior to the Public Transportation Improvement Conference in 2012 and advocated that Tacoma have more representation on the Pierce Transit Board. He noted the intent of the Bill was that the Agency would hold its composition meeting in a timely manner after the legislation went into effect. He noted that the Board has the responsibility to restore the representation to represent the current population.

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 Woodards and Mello **moved** and seconded to approve the consent agenda as presented.

Motion **carried**, 8-0.

1. Approval of Vouchers, November 1, 2018
Operating Fund #10
Self-Insurance Fund #40
Capital Fund #90
Voucher CK Nos. 365177 through 365705
Wire Nos. 2324 through 2344
Total \$7,960,591.18
2. Minutes: Special Study Session Meeting and Regular Board Meeting of October 8, 2018.
3. 2018 Third Quarter Sole Source Contracts Over \$10,000 and Contracts and Amendments Between \$100k-200k.
4. FS 2018-087, approved Resolution No. 2018-041, adopting the 2019 Federal and State Legislative Priorities as presented in Exhibits A and B.
5. FS 2018-088, approved Resolution No. 2018-042, authorizing the CEO to enter into and execute and accept City of Tacoma Franchise Agreement, Ordinance No. 28535, the Renewal of Right of Use Agreement and Non-Exclusive Franchise Agreement, effective January 1, 2019, and ending January 1, 2024, in substantially the same form as attached hereto as Exhibit A.

6. FS 2018-089, approved Resolution 2018-043, approving the introduction of a lower-priced Pierce Transit Specific Adult Monthly and 30-day Rolling Period Pass, effective January 1, 2019, and authorizing housekeeping amendments to Pierce Transit Code Section 3.72, Fare Schedule to make fare fees consistent with Board-approved fare policies in substantially the same form as Exhibit B attached hereto.
7. FS 2018-090 authorized the CEO to enter into and execute a sole source contract with Swiftly to provide GPS Playback Module, On-Time Performance Module, Vehicle Speed Module, and Runtime Module in an amount not to exceed \$143,000.
8. FS 2018-091 authorized the CEO to enter into and execute a construction contract with R.C. Zeigler, Inc., to modernize and improve reliability and function of the Building 4 elevator in an amount not to exceed \$461,298.35.
9. FS 2018-092, approved Resolution No. 2018-044, amending the 2018 Capital Budget to increase the Trolley Replacement 2018 project budget and authorizing the purchase of three (3) replacement trolleys from Schetky Northwest Sales, Inc., and rescinding Resolution No. 2018-027.
10. FS 2018-093 authorized the CEO to enter into and execute a contract with DCS, Inc., to install detectors, collision avoidance warning system, and an automatic emergency braking system on 30 buses in an amount of \$1,032,840.10 and contingency of \$546,648.09 (which includes an option for 30 additional systems and 10% contingency).

Discussion

Proportionate Representation within the Public Transit Benefit Area (PTBA)

Chair Henderson gave a brief overview about her meeting with Representative Jake Fey held on October 8, 2018. She noted it was a good meeting and the intention of Legislative Bill 6414 is good but the only point of contention is the timeline for when the Board Composition Review Meeting would be held -- in a timely manner after the passage of the Bill, or every four years.

General Counsel Henderson spoke about her findings and cited RCWs (hand-out provided) that support the Agency's legal opinion that the Board Composition Review Meeting must be held every four years in accordance with the statute. She recommended that the Board make no changes as to when the Agency conducts the Board Composition Review Meeting and noted that it is the Agency's legal opinion that the Pierce Transit Board does not have authority over its composition.

A lengthy discussion ensued amongst the commissioners about the history of the Bill, its amendments and the reasons that they failed. There was consensus amongst the Board to resolve the issue, with many members expressing positive comments that the current Board has had the interest of all the jurisdictions in the PTBA. Commissioners potentially impacted by the new law expressed that they are supportive of proportionate representation, but they also believe that Pierce Transit should follow the law with regards of the timeline of the Board Composition Review Meeting and questioned the urgency to make the composition change now.

Commissioner Farris noted that she believes that population is only one component of representation that should be considered. She noted that tax contributions and ridership should also have weight. She noted that she believes the City of Puyallup subsidizes the service for the good of the system. She noted that she is not sure how her city would react if the City of Puyallup were to receive less representation on the Pierce Transit Board. She encouraged the Board to look at this in a thoughtful manner.

Chair Henderson noted she appreciates that this Board has not been territorial about its decisions and they have had the interest of the citizens throughout the PTBA. She shared comments offered by various board members from the last PTIC meeting that spoke to the current structure of the Board working in a positive manner.

Upon inquiry, General Counsel Henderson noted that it is her legal opinion that the Pierce Transit Board does not have the authority to change the composition of the Board. She recommended that Representative Fey amend his bill to clarify the timeline.

Commissioner Anderson recommended that Representative Fey come back with a mandated time frame to hold the meeting in 2019 and give the Board time to educate its members about the Board Composition Review Meeting.

CEO Dreier clarified the difference between the Board Composition Review Meeting and the Public Transportation Improvement Conference. (*Commissioner Keel left the meeting at 11:40 a.m.*)

Commissioner Anderson announced that he needs to leave the meeting early today. He thanked Commissioner Talbert for his dedication to transit and for advocating for citizens in the Spanaway area. (*Commissioner Anderson left the meeting at 11:45 a.m.*)

ACTION AGENDA

1. **FS 18-094, A Resolution Authorizing Execution of a Multi-Party Interlocal Cooperation Agreement for Design, Implementation, Operation, and Maintenance of the Next Generation Regional Fare Coordination System (Next Generation ORCA)**

ORCA Administrator Mark Eldridge provided a short presentation and reminded the Board that ORCA Program Administrator Cheryl Huston provided an overview of the Agreement at the October 8, 2018 Board Meeting.

Commissioners Talbert and Mello **moved** and seconded to approve Resolution 2018-045, authorizing the CEO to enter into and execute a multi-party Interlocal Cooperation Agreement for design, implementation, operation, and maintenance of the next generation regional fare coordination system (next generation ORCA).

Motion **carried**, 6-0.

2. **FS 18-095, Authorizing the Execution of Amendment No. 1 to Extend the Sound Transit (ST) Express Bus Service Operations and Maintenance Contract for One-**

Year Through December 31, 2019 Which Includes a Revised Cost Allocation Model (CAM)

Executive Director of Service Delivery and Support Mike Griffus presented on the item. He discussed the service level structure under the new agreement. He reported that this agreement provides for a new cost allocation model retroactive to January 1, 2018 that ensures high quality service while providing equitable compensation to Pierce Transit for operating the Sound Transit Express Service, highlighting an estimated \$6 million per year in revenue is expected.

Commissioner Mello commented that he frequently rides the 590 Sound Transit (ST) series of buses and has some concerns about ST discontinuing the 590 routes that travel north of the Tacoma Dome Station after Light Rail is built out in 2035. He inquired if there have been any alternatives/proposals raised for when this occurs.

CEO Dreier noted that Pierce Transit is aware of their proposal to discontinue some of the routes after Light Rail is built out and noted that staff has been in discussion with ST about it. She noted that she expects the Sound Transit Board will be discussing this topic within the next six months.

Chair Henderson commended staff for achieving a more equitable cost share agreement.

Commissioners Talbert and Woodards **moved** and seconded to approve Resolution No. 2018-046, authorizing the CEO to enter into and execute Amendment No. 1 to extend the Sound Transit (ST) Express Bus Service Operations and Maintenance Contract for one year through December 31, 2019 which includes a revised Cost Allocation Model (CAM).

Motion **carried**, 6-0.

STAFF UPDATES/DISCUSSION

CEO Dreier reported the following information:

- Fixed route buses showed a decrease in Ridership of 5.7 percent in September. Some may be attributed to the delay in the school year due to the school strikes.
- Limited Access Connection LYFT project almost doubled the rides in October, with Puyallup Sounder Station and Midland/Parkland area make up the majority.
- Tacoma Creates ballot measure passed. Commissioner Mello was thanked for inserting a transportation set aside of 8% for transit.
- Staff was notified by PSRC of the 2019-2022 biennial funding.
- The new 40-foot buses have begun to arrive showing the new logo. (The Board was shown pictures of the new buses.)

INFORMATIONAL BOARD ITEMS

Chair Report

Chair Henderson announced that the November 22, 2018 Executive Finance Committee meeting will be cancelled due to the Thanksgiving Holiday. She wished everyone a happy Thanksgiving.

Sound Transit Update

No update.

PSRC Transportation Policy Board Update

Commissioner Mello reported on the work conducted at their last meeting.

Commissioners' Comments

None.

Special Business

Recognizing Commissioner Rick Talbert for 14 Years of Service on the Pierce Transit Board

Chair Henderson recognized Commissioner Talbert for his 14 years of service on the Pierce Transit Board and highlighted his dedication to public service over the years.

Each Commissioner offered comments commending Commissioner Talbert for his service and advocacy for public transportation.

In appreciation for Commissioner Talbert's public service on the Pierce Transit Board, Chair Henderson presented Commissioner Talbert with an engraved crystal bus.

Commissioner Talbert expressed gratitude for the crystal bus and spoke about his service on the Pierce Transit Board, his experience as an elected official, and the value of public transit to the community. He thanked staff for all their support and service to the community, and commended staff for guiding the Board through the bad times of the economic downturn.

At the end of his comments, he noted that he believes that each of the commissioners has the riders' interests at heart, commended CEO Dreier for her management of the Agency and expressed his passion for public service.

EXECUTIVE SESSION ~ None

ADJOURN

Commissioners Woodards and Mello **moved** and seconded to adjourn the meeting at 12:13 p.m.

Motion **carried**, 6-0.

Deanne Jacobson
Clerk of the Board

Nancy Henderson, Chair
Board of Commissioners

TITLE: Authority to Execute a Sole Source Renewal Agreement for Microsoft Premier Services for 2019

DIVISION: Finance

SUBMITTED BY: Keith Messner, CTO

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Internal

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Network Infrastructure Replacement 2019

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 268,020	Our current Microsoft Premier Services Agreement expires on January 19, 2019. Renewal will provide unlimited Support Assistance; unlimited Problem Resolution Support; Third Tier Support for all server and Windows applications; and Unlimited Access to the Premier Online training. Renewing this agreement is contingent upon the Board of Commissioners' approval of the 2019 budget
Grant/Other Amounts	\$ 0	
Total Expenditure	\$ 268,020	

BACKGROUND:

Staff requests authority to renew the Agency's Microsoft Premier Support Agreement for 2019.

This agreement also provides tier 3 support for all Agency Microsoft servers – on which all Agency Core Business Systems operate (except for the Agency Trip Planner).

Microsoft is the only provider of these services. They offer two methods of providing this support:

- Pay on a per incident basis – waiting in an incident queue for each incident on a first come basis with all other support calls coming into Microsoft – charge is \$499 per hour.
- Enter into a Support Agreement with Microsoft Premier with priority support.

STAFF RECOMMENDATION:

Authorize execution of the Sole Source Microsoft Premier Support Agreement renewal with Microsoft Premier Services.

ALTERNATIVES:

The alternative would be to not renew our agreement with Microsoft Premier. This would require us to pay Microsoft on a per incident basis on a first come basis with no priority support. Having no support agreement in place would leave us with no support for our critical Microsoft Core Systems or Microsoft Servers.

PROPOSED MOTION:

Authorize the CEO to enter into and execute a Sole Source Microsoft Premier Support Agreement renewal with Microsoft Premier Services for calendar year 2019.

TITLE: Authority to Purchase Network Switches from CDW
Utilizing the State NASPO ValuePoint (AR-233 01114)
Contract

DIVISION: Finance

SUBMITTED BY: Keith Messner, CTO

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Internal

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Network Infrastructure
Replacement 2019

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 874,190	Purchase of these network switches is contingent upon the Board of Commissioners' approval of the 2019 budget.
Grant/Other Amounts	\$ 0	
Total Expenditure	\$ 874,190	

BACKGROUND:

This purchase is for network infrastructure component replacement. Network switches connect devices such as computers, routers and servers to the Agency network and to the Internet. All network traffic passes through the network switches allowing Agency staff to accomplish day-to-day tasks using core business systems. The network switches being purchased are replacing currently in place devices that have reached the end of their useful life. The network switches will be purchased utilizing the Washington State NASPO ValuePoint (AR-233 01114) Contract.

STAFF RECOMMENDATION:

Authorize purchase of the replacement network equipment. Staff has researched costs and finds the competitively bid state contract price to be fair and reasonable.

ALTERNATIVES:

An alternative would be to not purchase the switches and keep the current network switches in place until failure. This is not a good option as parts of, or all, of the network could fail with component failure, and the network would be unavailable until a replacement network switch could be acquired, configured and installed

PROPOSED MOTION:

Authorize the CEO to enter into and execute a contract for the replacement of network switches with CDW using the Washington State NASPO ValuePoint (AR-233 01114) Contract.

TITLE: A Resolution Authorizing the Execution of a Pilot Transit Pass Incentive Program for Businesses and Non-Profits Project Agreement with King County Metro

DIVISION: Planning & Community Development

SUBMITTED BY: Sharon Stockwell, Sr. Employer Services Coordinator

RELATED ACTION: N/A

ATTACHMENTS:
Proposed Resolution,
Exhibit A: Proposed Interlocal Agreement
Exhibit B: King County Metro's Task Order Agreement and Master Agreement for Transportation Demand Management Work

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION: N/A

BACKGROUND:

The State of Washington appropriated \$1,000,000 of the multimodal transportation account for the Washington State Department of Transportation (WSDOT) to direct a pilot transit pass incentive program to businesses and non-profit organizations in the Central Puget Sound Region that have never offered transit subsidies to employees.

Businesses in King, Pierce, and Snohomish counties are eligible to apply to the program for a fifty percent rebate on the cost of employee transit subsidies provided through the regional ORCA fare collection system.

King County Metro will administer the program for the State and will oversee the implementation and execution of the pilot. The goal of the program is to test the effectiveness of incentives to engage small businesses in establishing ORCA subsidy programs for their employees. Pierce Transit is part of an interagency team along with King County Metro, Community Transit, and Everett Transit, to provide direction on program structure and target markets.

Pierce Transit will administer ORCA Business Agreements for participating businesses within Pierce County. Pierce Transit will invoice King County for the incentive portion of ORCA Business Passport agreements. Pierce Transit will notify King County Metro of the incentive portion of the Pierce County ORCA Business Choice agreements for King County Metro to complete the incentive fulfillment. In total, Pierce County businesses can receive up to \$250,000 of the total project funds.

STAFF RECOMMENDATION:

Authorize execution of the Pilot Transit Pass Incentive Program for Businesses and Non-Profits Agreement with King County Metro.

ALTERNATIVES:

Do not approve the Pilot Transit Pass Incentive Program for Businesses and Non-Profits in Pierce County with King County Metro. This is not recommended as this program provides an opportunity for businesses to offer a great employee benefit at a highly discounted first year rate while encouraging the use of transit.

PROPOSED MOTION:

Approve Resolution 2018-049, authorizing the Chief Executive Officer to enter into and execute a Pilot Transit Pass Incentive Program for Businesses and Non-Profits Project Agreement with King County Metro Transit.

RESOLUTION NO. 2018-049

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing a Pilot Transit Pass Incentive Program for Businesses and Non-Profits Project Agreement with King County Metro

WHEREAS, The State of Washington appropriated \$1,000,000 of the multimodal transportation account for the Washington State Department of Transportation (WSDOT) to direct a pilot transit pass incentive program to businesses and non-profit organizations in the Central Puget Sound Region that have never offered transit subsidies to employees; and

WHEREAS, Businesses in King, Pierce, and Snohomish counties are eligible to apply to the program for a fifty percent rebate on the cost of employee transit subsidies provided through the regional ORCA fare collection system; and

WHEREAS, King County will administer the program for the state and will oversee the implementation and execution of the pilot; and

WHEREAS, Pierce Transit is part of an interagency team along with King County Metro, Community Transit, and Everett Transit, to provide direction on program structure and target markets; and

WHEREAS, Pierce Transit will administer ORCA Business Agreements for participating businesses within Pierce County; and

WHEREAS, Pierce Transit will invoice King County Metro for the incentive portion of ORCA Business Passport agreements and notify them of the Choice agreements to complete the incentive fulfillment; and

WHEREAS, In total Pierce County businesses can receive up to \$250,000 of the total project funds;

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

Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and execute a Pilot Transit Pass Incentive Program for Businesses and Non-Profits Agreement with King County Metro.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10th day of December 2018.

PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

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ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

**PILOT TRANSIT PASS INCENTIVE PROGRAM FOR BUSINESSES AND NON-PROFITS
PROJECT AGREEMENT**

Between

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

And

PIERCE TRANSIT

THIS PILOT TRANSIT PASS INCENTIVE PROGRAM FOR BUSINESSES AND NON-PROFITS 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 political subdivision of the State of Washington, through its Department of Transportation, Metro Transit Division ("County"), either of which entity may be referred to hereinafter individually as "Party" or collectively as the "Parties."

WHEREAS, Agreement GCA 6141, Master Agreement for Transportation Demand Management Work by King County (the "Master TDM Agreement"), sets forth the terms and conditions applicable to the County's performance of transportation demand management ("TDM") work or services ("Work") for the Washington State Department of Transportation ("WSDOT"); and

WHEREAS, in order to test the effectiveness of incentives to engage small businesses in establishing ORCA subsidy programs for their employees, the State of Washington in its Sessions Laws of 2018 Chapter 313 Section 220 (7) (b) appropriated \$1,000,000 of the multimodal transportation account ("Grant") for WSDOT to direct a pilot transit pass incentive program for businesses and nonprofit organizations in the Central Puget Sound that have never offered transit subsidies to employees; and

WHEREAS, through its Small Business Transit Incentive Program (the "Program"), WSDOT will provide a fifty percent (50%) rebate of the amount qualifying small businesses contribute to purchasing employee transit passes up to \$10,000 per business; and

WHEREAS, the Program is available to eligible small businesses located in King, Pierce and Snohomish counties and will be administered by each of these counties for those participating small businesses located in their jurisdictions; and

WHEREAS, in order to implement the Program, the County will create and implement a pilot project to increase the number of ORCA transit fare card users and increase the use of ORCA cards in alignment with State of Washington in its Sessions Laws of 2018 Chapter 313 Section 220 (7) (b); and

This pilot project (the “Project”) will be conducted in collaboration with Pierce Transit and Community Transit; and

WHEREAS, as part of its Program implementation efforts, the County will work with both Pierce Transit and with Community Transit (for Snohomish County Program implementation under a separate agreement); and

WHEREAS, under the terms and conditions of this Agreement, WSDOT Program funds will be passed through from the County to Pierce Transit to reimburse PT for funds paid by PT to eligible businesses in Pierce County that have signed up to participate in the Program and receive a rebate for establishing an ORCA transit subsidy program for their employees.

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

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions pursuant to which the County will work with Pierce Transit to implement the Program and pass through WSDOT Program funds to reimburse PT for rebates given to eligible businesses in Pierce County that have signed up to participate in the Program and establish an ORCA transit subsidy program for their employees.

2. PIERCE TRANSIT’S RESPONSIBILITIES

- a. 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 scope of work, which is attached hereto as Exhibit A and incorporated herein by this reference.
- b. The Project objectives and timelines are also described in Exhibit A.

3. COUNTY’S RESPONSIBILITIES

- a. 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 scope of work. The County will reimburse PT up to a maximum, not-to-exceed amount of \$250,000 (the "Reimbursement Cap"), over the duration of the Agreement.
- b. Pursuant to the Master TDM Agreement, the County will serve as the lead agency for the Project and, in that capacity, will administer the WSDOT Program funds, 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

- a. PT shall submit a completed report to the County detailing quarterly activities, outcomes, expenses and reimbursement amount due within thirty (30) days of each quarter's end. PT will provide thorough and complete documentation to support its reimbursement request. The County shall pay PT within thirty (30) calendar days after the County has received a completed invoice.
- b. PT will invoice the County for reimbursements for new ORCA Business Passport accounts eligible for the Program at the time of account setup. The County shall pay PT within thirty (30) calendar days after the County has received a completed invoice.
- c. 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.
- d. 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.a of this Agreement.

5. ASSIGNMENTS AND SUBCONTRACTS

- a. Sub-grantee Compliance with Grant Assurances. This Agreement is subject to all applicable funding restrictions and/or grant assurances provided for in the Master TDM Agreement between the County and WSDOT, which is 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 Master TDM 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.
- b. 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

- a. 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: Sharon Stockwell, Senior Employer Services Coordinator
Pierce Transit
3701 96th Street SW Lakewood, WA 98499-4431
(253) 777-4977
ssstockwell@piercetransit.org

- b. 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.
- c. 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.
- d. In the event the PT Chief Executive Officer 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 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).

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.

- e. 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

- a. 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.
- b. 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.
- c. 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

- a. 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.
- b. No Partnership or Joint Venture. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement.
- c. 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.
- d. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

- e. 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.
- f. 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

- a. 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.
- b. 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	Christi Masi
Title	Senior Employer Services Coordinator	Program Manager King County Metro
Address	Pierce Transit 3701 96 th Street SW Lakewood, WA 98499-4431	201 S Jackson Street Seattle, WA 98104
Telephone	(253) 581-8112	(206) 477-3843
E-mail	sstockwell@piercetransit.org	Christi.Masi@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

Program Background

In March 2018, the Washington State Legislature passed a bill to allow one million dollars (\$1,000,000) of the WSDOT budget be allocated to:

Direct a pilot transit pass incentive program. Businesses and nonprofit organizations located in a county adjacent to Puget Sound with a population of more than seven hundred thousand that have never offered transit subsidies to employees are eligible to apply to the program for a fifty percent rebate on the cost of employee transit subsidies provided through the regional ORCA fare collection system. No single business or nonprofit organization may receive more than ten thousand dollars from the program.

(i) Businesses and nonprofit organizations may apply and be awarded funds prior to purchasing a transit subsidy, but the department may not provide reimbursement until proof of purchase or a contract has been provided to the department.

(ii) The department shall report to the transportation committees of the legislature on the impact of the program by June 30, 2019, and may adopt rules to administer the program.

King County Metro will administer the program for WSDOT, and will oversee the implementation and execution of this pilot. The goal of the program is to test the effectiveness of incentives to engage small businesses in establishing ORCA subsidy programs for their employees. An interagency team, consisting of King County, Community Transit, Pierce Transit and Everett Transit will provide direction on program structure and elements, and target markets.

Approach to Services

The County's Program consultant ("Consultant") will create a strategic work plan to attract and engage small businesses and non-profits (under 100 employees) from King, Snohomish and Pierce counties, who do not currently have an ORCA program. The interagency team will develop the incentive delivery structure, including any necessary agreements and administrative processes. The Consultant will advise on the proposed incentive structure, help facilitate market feasibility as well as marketing, outreach, and in some cases 1:1 contact with small businesses. The goal is to bring onboard approximately 100 companies.

Pierce Transit's Responsibilities

1. Pierce Transit will work with the County and Community Transit in the development of the Project work plan, incentive delivery structure, and implementation of the Project.
2. Pierce Transit will assist in providing metrics and evaluation for the Pierce County program, as agreed upon by the interagency team.

EXHIBIT A – SCOPE OF WORK

To Pilot Pass Incentive Program for Business and Non-Profits Project Agreement

Between King County and Pierce Transit

3. Pierce Transit will administer ORCA Business Agreements within service area for participating businesses.
4. Pierce Transit will invoice the County for incentive portion of ORCA Business Passport agreements. Pierce Transit will notify the County of incentive portion of ORCA Business Choice agreements for County to complete incentive fulfillment.

King County's Responsibilities

1. The County will act as Program lead and will support and manage its Program Consultant.
2. The County will work in collaboration with Pierce Transit in development of the Project work plan, incentive delivery structure, and implementation of the Project.
3. The County will assist in providing metrics and evaluation for the Program, as agreed upon by the interagency team.
4. The County will lead incentive administration for ORCA Business Choice agreements for all Project areas.
5. The County will reimburse Pierce Transit for actual eligible expenses incurred consistent with the terms and conditions of this Agreement, not to exceed \$250,000 as follows:

Pierce County Pilot Transit Pass Incentive Program – \$250,000 for ORCA product and card value and/or related expenses

TITLE: A Resolution Amending the 2018 Capital Budget to
Include the Manlift Replacement Project

DIVISION: Maintenance

SUBMITTED BY: Skip Huck, ED of Maintenance

RELATED ACTION: N/A

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION

Is it Budgeted? ☐ Yes / ☒ No

Project Name or Number: Manlift Replacement 2018

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 50,000	The requested local funds are available from Capital Reserves using savings from another project.
Grant/Other Amounts	\$	
Total Expenditure	\$ 50,000	

BACKGROUND:

Staff is requesting to amend the 2018 capital budget to add a new project that will allow Pierce Transit to replace the current manlift purchased in 1991. The current manlift is past its useful life and has mechanical issues that are cost prohibitive to repair. Staff developed specifications and sent a Request for Quotes (RFQ) to four (4) vendors on October 30, 2018. The RFQ was also advertised on Pierce Transit's website and eBids with quotes due on November 14, 2018. We received one quote from PAPE Material Handling. The pricing received is considered fair and reasonable based on pricing received for similar equipment. Replacing the manlift will help mitigate major component failures, downtime, and unplanned maintenance costs.

Savings from the 2018 Support Vehicle Replacement project will be added to capital reserves to offset the cost of this project.

STAFF RECOMMENDATION:

Approve the resolution to amend the 2018 capital budget to allow replacement of the manlift.

ALTERNATIVES:

1. Defer replacing the current manlift. Doing so may result in additional cost from equipment rental if a manlift is needed when the current one is being repaired. Maintenance costs are also high, given the age and condition of the current manlift.

2. Surplus the current manlift and do not replace. This alternative will result in high rental costs given the amount of use and may also result in work delays due to lag time to secure a rental.

PROPOSED MOTION:

Approve Resolution No. 2018-050, amending the 2018 Capital Budget to add the Manlift Replacement 2018 Project in the amount of \$50,000.

RESOLUTION NO. 2018-050

A RESOLUTION of the Board of Commissioners of Pierce Transit Amending the 2018 Capital Budget to Add the Manlift Replacement 2018 Project

WHEREAS, by Resolution No. 17-049, approved on the 11th day of December 2017, the Board of Commissioners of Pierce Transit adopted the 2018 Agency Budget; and

WHEREAS, Pierce Transit has identified the need to replace the 1991 manlift as it is past its useful life and the repair costs are prohibitive; and

WHEREAS, local funds are available from Capital Reserves using saving from another project.

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

Section 1. The 2018 Capital Budget is hereby amended to add the Manlift Replacement 2018 Project in the amount of \$50,000.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10th day of December 2018.

PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

TITLE: Authority to Amend the 2018 Capital Budget to Increase Funding for the Hoist Replacement Project (0488) and Authority to Execute a Contract with General Mechanical to Replace Hoists in the Tire Shop and Body Shop in Building 1

DIVISION: Finance

SUBMITTED BY: Sean Robertson, Sr. Project Manager

RELATED ACTION:

FS 16-076 2017 Budget Adoption

FS 17-021 Authority to Execute a Contract with Stertil-Koni for the Purchase of Three Hoists

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Internal

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Building 1 Tire & Body Shop
Hoists Replacement – 0488

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 591,177 (2017 budget)	The total project budget will be increased to \$645,000. The contract award is \$254,100, plus \$50,900 contingency for a Board approved amount of \$305,000. Capital fund reserves are available to cover the additional funding needed.
Amendment	\$ 53,823	
Grant/Other Amounts	\$	
Total Expenditure	\$ 645,000	

BACKGROUND:

The current hoists in the Building 1 Tire Shop and Body Shop, three in total, have reached the end of their useful life. They do not easily adapt to the different vehicle configurations in the current fleet. Replacement parts are very difficult to find, and the hoists are starting to leak oil which is contained in the existing hoist pits. If one of the cylinders fails it might not be repairable and the impact to day to day maintenance and repairs would be significant.

As a result of the current existing conditions, a project was requested in the 2017 budget to address this issue and the project budget of \$591,177 was approved at that time.

The Invitation for Bid (IFB) for hoist installation was posted on Pierce Transit's ebids website, OMWBE, Tacoma Daily Index, Daily Journal of Commerce, and WEBS. Pierce Transit received one bid. The bid received was responsive,

reasonable and from a reputable contractor. The responsive bidder was General Mechanical with a base bid of \$254,100. Due to the possibility of unforeseen conditions during installation, staff seeks to add a 20% contingency (\$50,900) for a total Board approved amount of \$305,000. The total project budget includes costs for architect fees, permitting, testing, and the three Steril-Koni hoists.

The original project budget of \$591,177 was developed in 2016 with a general scope assessment. Since that time, we have purchased the three hoists and have completed a more complete assessment of needed repairs and upgrades, in addition to architectural design and engineers estimate. Construction costs have also escalated significantly given the construction boom and competition for qualified contractors. The engineer's estimate of construction cost is \$255,000 for the base work, which is just above the actual low bid.

STAFF RECOMMENDATION:

Approve a budget amendment to increase the Hoist Replacement project budget by \$53,823 from the 2018 capital fund reserve and authorize the CEO to enter into a contract with General Mechanical.

ALTERNATIVES:

Do nothing and try to maintain the existing hoists. This is not recommended for safety and environmental impact reasons. Replacing the aging hoists will ensure that ongoing operations are not unduly suspended while a hoist is under repair, and with new hoists, current operations will be more efficient.

PROPOSED MOTION:

Approve Resolution No. 2018-056, amending the 2018 Capital Budget for the Hoist Replacement project to add \$53,823, and authorize the CEO to enter into and execute a contract with General Mechanical in the amount of \$254,100 plus \$50,900 contingency for a total amount of \$305,000.

RESOLUTION NO. 2018-056

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Amending the 2018 Capital Budget to Increase
2 Funding for the Hoist Replacement Project 0488 and Authorizing Execution of a Contract with General
3 Mechanical to Replace the Hoists in the Tire Shop and Body Shop in Building 1
4

5 WHEREAS, by Resolution No. 16-076, approved on the 12th day of December 2016, the Board of
6 Commissioners of Pierce Transit authorized the 2017 Capital Budget which included \$591,177 in funding for
7 Building 1 Tire & Body Shop Hoists Replacement; and

8 WHEREAS, the original project budget of \$591,177 was developed in 2016 with a general scope
9 assessment.

10 WHEREAS, since the initial project budget, staff have completed a more complete assessment of needed
11 repairs and upgrades, architectural design and independent cost estimates have been completed, and
12 construction costs have escalated significantly given competition for qualified contractors;

13 WHEREAS, recent engineer's estimates are that construction costs will be \$255,000 for the base work,
14 which is higher than the actual low bid received by General Mechanical;

15 WHEREAS, the Building 1 Tire & Body Shop Hoists Replacement requires an additional \$53,823 to be
16 fully funded; and

17 WHEREAS, capital fund reserves are available to cover the additional funding amount; and

18 WHEREAS, General Mechanical provided the responsive low bid and is a reputable contractor; and

19 WHEREAS, the CEO requests authorization to enter into and execute a contract with General
20 Mechanical to install three hoists in the Tire Shop & Body Shop in Building 1 in an amount not to exceed
21 \$305,000; and

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

23 Section 1. The Board of Commissioners authorizes an increase in the project budget in the amount
24 of \$53,823 utilizing capital fund reserves.

25 Section 2. The Board of Commissioners authorizes the CEO to enter into and execute a contract with
26 General Mechanical in the amount of \$254,100 to replace outdated hoists in the Tire Shop and Body Shop in
27 Building 1, plus \$50,900 in contingency, for a total approved amount of \$305,000.

28 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
29 the 10th day of December 2018.
30

PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

TITLE: Authorizing the CEO to Enter into and Execute Amendment No. 1 to the Interlocal Agreement with Washington State Transit Insurance Pool (WSTIP) for the Collision Avoidance System Project

DIVISION: Finance

SUBMITTED BY: Heidi H. Soule, Project Management Manager

RELATED ACTION:

Resolution No. 2017-048, Authorizing Execution of an Interlocal Agreement with Washington State Transit Insurance Pool (WSTIP) for Collision Avoidance System Project

ATTACHMENTS:

RELATION TO STRATEGIC PLAN: Customer

Proposed Resolution
Exhibit A, Proposed Amendment No. 1

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Project number 0518 (Collision Avoidance System)

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$	This proposed amendment to PT's agreement with WSTIP and the related changes to scope of work as approved by the FTA have the effect of increasing the amount that will be paid to certain research partners from \$764,000 to \$1,029,553 and would also add a contingency which was not previously part of this project; this increased amount is grant-funded and does not change the overall budget for the project.
Grant/Other Funded	\$ 265,553 add'tl to research ptrns	
New Contingency	\$ 154,433	
Amt. (15% on entire ILA)		
Total New Expenditure	\$ 419,986	

BACKGROUND:

Pierce Transit has received a grant from the Federal Transit Administration (FTA) in the amount of \$1,664,894 for a research project to test a Collision Avoidance System on buses. Pierce Transit will also receive funding from Washington State Transit Insurance Pool (WSTIP) in the amount of \$100,000 and \$100,000 from Munich Reinsurance Company (Munich Re). Pierce Transit is contributing \$500,000 in local match for a total project budget of \$2,364,894. The Collision Avoidance System is expected to improve safety for operators, passengers, pedestrians, and bicyclists, through accident avoidance and reduced severity of accidents.

Per Resolution No. 2017 – 048, Pierce Transit entered into an Interlocal Agreement (ILA) with WSTIP for the Collision Avoidance Project, pursuant to which Pierce Transit uses local and grant funding to reimburse WSTIP for costs and fees incurred with research partners. The Parties' ILA relies on the FTA-approved Scope of Work which includes the overall project budget.

Due to the withdrawal of a research partner and a vendor, amendments to the ILA and the underlying agreements with the existing research partners are needed to give additional time for the project and to allow WSTIP to assign new tasks to existing research partners Jerome Lutin Ph.D., the University of Washington, and Virginia Tech Transportation Institute and to increase the planned expenses for same. The amount paid to research partners is expected to increase by \$265,553 from \$764,000 to \$1,029,553.

The overall project budget is not changing. Due to the withdrawal of one of the vendors, and at the request (and preference) of Pierce Transit's Maintenance team the number of vehicles that will be equipped with Collision Avoidance Warning System and Autonomous Emergency Braking has been reduced to 30.

The original project budget did not include a contingency; staff now seeks Board approval for a 15% contingency on all budgeted work to be performed by research partners and to be reimbursed to WSTIP. Only Pierce Transit's CEO or her designee would be authorized to approve expenditures from the contingency for additional work by research partners.

STAFF RECOMMENDATION:

Authorize the CEO to execute Amendment 1 to WSTIP ILA for Collision Avoidance System in substantially the same form as Exhibit A and authorize the CEO or her designee to approve expenditures from the 15% contingency for additional work required by research partners to comply with the requirements of the FTA grant.

ALTERNATIVES:

Do not authorize CEO to execute Amendment 1 to WSTIP ILA for Collision Avoidance System and/or do not authorize the CEO or her designee to approve expenditures from the 15% contingency for additional work by Research Partners. This is not recommended, as amendments to the ILA are needed to memorialize a change in scope of the project and we need the research partners to take on reassigned scope from vendors who are no longer with the project in order to meet the requirements of the FTA grant.

PROPOSED MOTION:

Approve Resolution No. 2018-051 authorizing the CEO to enter into and execute Amendment No. 1 to WSTIP ILA for Collision Avoidance System in substantially the same form as Exhibit A hereto, and further authorize the CEO or her designee to approve contingency expenditures of up to 15% for additional work required by research partners to comply with the requirements of the FTA grant.

RESOLUTION NO. 2018-051

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to
2 Execute an Amendment to the Agreement with Washington State Transit Insurance Pool (WSTIP)
3 for Collision Avoidance System Project
4
5

6 WHEREAS, per Resolution No. 2017 – 048, Pierce Transit entered into an Interlocal Agreement (ILA)
7 with WSTIP for the Collision Avoidance Project, pursuant to which Pierce Transit uses local and grant funding to
8 reimburse WSTIP for costs and fees incurred with research partners. The Parties' ILA relies on the FTA-approved
9 Scope of Work which includes the overall project budget; and

10 WHEREAS, due to the withdrawal of a research partner and a vendor, amendments to the ILA and the
11 underlying agreements with the existing research partners are needed to give additional time for the project
12 and to allow WSTIP to assign new tasks to existing research partners Jerome Lutin, Ph.D., the University of
13 Washington, and Virginia Tech Transportation Institute and to increase the planned expenses for same; and

14 WHEREAS, the overall project budget is not changing as a result of the withdrawal of one of the
15 vendors, and because at the request and preference of Pierce Transit's Maintenance team, the number of
16 vehicles that will be equipped with Collision Avoidance Warning System and Autonomous Emergency Braking
17 has been reduced to 30; and

18 WHEREAS, the original project budget did not include a contingency; and

19 WHEREAS, a 15% contingency on all budgeted work to be performed by research partners and to be
20 reimbursed to WSTIP is appropriate given the research nature of this project.

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 Amendment No. 1 to WSTIP ILA for Collision Avoidance System in substantially the same form as
24 Exhibit A hereto.

25 Section 2. The Board of Commissioners approves a contingency in the project budget for up to
26 15% for additional work required by research partners to comply with the requirements of the FTA grant.

Section 3. The Board of Commissioners authorizes the CEO or her designee to approve contingency expenditures of up to 15% for additional work required by research partners to comply with the requirements of the FTA grant.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10th day of December 2018.

PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

**PIERCE TRANSIT
INTERLOCAL AGREEMENT FOR
COLLISION AVOIDANCE SYSTEM PROJECT
AMENDMENT NO. 1**

WHEREAS, on December 13, 2017 Pierce County Public Transportation Benefit Area Corporation (hereinafter referred to as “Pierce Transit”) and Washington State Transit Insurance Pool (“WSTIP”) (hereinafter referred to as “Party” or “Parties.”) entered into an Interlocal Agreement for the Collision Avoidance System Project (“the Agreement”), the Partners included in this Project: the Federal Transit Administration (FTA); DCS Technologies, Inc.; Munich Reinsurance America, Inc.; the University of Washington; Virginia Tech Transportation Institute (VTTI); Veritas Forensic Accounting; Janet Gates; and Jerome Lutin, Ph.D. (together, “Partners”); and

WHEREAS, due to the withdrawal of a research partner and a vendor, additional time, and additional tasks need to be assigned to Jerome Lutin, Ph.D., and additional work is needed from the University of Washington and Virginia Tech Transportation Institute; and

WHEREAS, the remaining Partners are able to perform the work required.

WHEREAS, WSTIP has committed to insure its member agency’s vehicles as provided in its coverage documents and, in addition, as part of its loss prevention program, to support this project with a contribution of \$100,000, expertise, and access to detailed data and historical records on collisions and claims.

NOW THEREFORE, the Interlocal Agreement is hereby amended as follows:

All references to Rosco Vision Systems; “Gen 2 Shield+”; MobilEye shall be removed in the Agreement and any Exhibit thereto.

Any reference that states that the CAWS will be triggered by “Gen 2 Shield+” shall be replaced with “Light Detection and Ranging (LiDAR).”

Any reference to the funds provided by Munich RE should be amended from \$83,245 to \$100,000.

Any reference to “AEB” shall be replaced with “PASS/AEB.”

Any reference to “partner” shall not be construed to mean and is not intended to form a partnership agreement under the Washington Revised Uniform Partnership Act at RCW 25.05 or under other applicable laws.

The ninth (9th) “whereas” clause, shall be amended to read: “Whereas, the Parties have an interest in expanding and studying the use of this technology to all of Pierce Transit’s fleet and have identified a partnership opportunity for Pierce Transit to deploy approximate 30 buses equipped with collision avoidance warning system (CAWS) and pedestrian avoidance safety system (PASS)/automated emergency braking (AEB) (together, “the Project”) which is assistive technology aimed at improving the safety of Pierce Transit operations; and”

The tenth (10th) “whereas” clause shall be amended to read: “Whereas, the Project is designed to deploy, test, analyze, and evaluate the effectiveness of CAWS, PASS/AEB and the utility and value of such technology for Pierce Transit and other transit agency members of WSTIP;”

Section 2.1 Project Description shall be amended to read: “The Project will involve an expanded deployment of assistive technology including CAWS, PASS/AEB technology to approximately 30 buses in Pierce Transit’s fleet. The Project will be aimed at improving the safety of Pierce Transit operations and allowing the insurance Partners and research Partners the opportunity to evaluate and study this technology in use with a transit agency. The project is more fully described in the October 30, 2018 amended and re-assigned scope of work approved by the FTA and attached hereto as Exhibit A, which may be amended from time to time upon agreement of the parties and approval of the FTA without requiring amendment of this Interlocal Agreement.

Section 2.2.e shall be amended to read: “DCS Technologies, Inc. – Vendor of CAWS, PASS/AEB”

Section 3.7 shall be deleted in its entirety and that section number reserved.

Section 4.4 shall be revised to read: “Procure, enter into, and manage agreements with all Research Partners (comprised of: University of Washington, Virginia Tech Transportation Institute, Janet Gates, Veritas Forensic Accounting, and Jerome Lutin) to contractually require that the information, reports, and data required by the FTA as set forth in Exhibit A are provided. WSTIP shall further be responsible for seeking Pierce Transit’s advance written approval to assign additional work to any Research Partner that is beyond the scope of work set forth in Exhibit A, and any expense that will require use of contingency funds must be pre-approved by Pierce Transit in writing.”

Section 8.1 shall be amended to read: “This agreement will become effective on the first date when it has been executed by both Parties and will be effective until September 25, 2021 unless terminated pursuant to the terms found in this section.”

All other conditions of the Interlocal Agreement remain unchanged and are ratified and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed Amendment No.1 to the Interlocal Agreement for the Collision Avoidance System Project, as of the day and year set forth below their signatures.

**PIERCE COUNTY PUBLIC TRANSPORTATION
BENEFIT AREA CORPORATION**

**WASHINGTON STATE TRANSIT INSURANCE
POOL**

Sue Dreier
Chief Executive Officer

Tracey Christianson
Executive Director

Date

Date

Exhibit A

Pierce Transit Collision Avoidance and Mitigation Safety Research and Demonstration Project

Scope of Work –revised October 30, 2018

Background

Pierce Transit already has three years of experience with Collision Avoidance Warning Systems (CAWS) as a participant in a Rosco/Mobileye Shield+ pilot test conducted by the Washington State Transit Insurance Pool (WSTIP) under TRB's IDEA program, with \$100,000 in FTA funding. The vendor equipped 38 buses from eight WA transit agencies with Shield+ CAWS. Buses equipped with Shield+ systems logged 352,129 miles and 23,798 operating hours during the official pilot data collection period from April 1, 2016 through June 30, 2016. No Shield+ equipped buses were involved in any collisions with bicyclists or pedestrians. The pilot included the benefit of having a control group as well as an active fleet. The pilot test showed that although driver acceptance was mixed, there were far fewer near-miss events for CAWS-equipped buses than buses in the control group. Buses with active CAWS experienced 71.55% fewer forward vehicular collision warnings per 1,000 miles and experienced 43.32% fewer pedestrian collision warnings per 1,000 miles.

We started testing CAWS in August 2015 and currently have in service seven buses equipped with Shield+. In July 2016, Pierce collaborated with Rosco and DCS Technologies, Inc. in a demonstration in which signals from Shield+ activated de-throttling and automated braking using DCS's Pedestrian Avoidance Safety System (PASS) Autonomous Emergency De-Throttling and Braking (AEB) system.

Liability concerns present obstacles to some transit agencies seeking to introduce innovative technologies. WSTIP has committed to insure our vehicles and, in addition, as part of its loss prevention program, to support this project with financial assistance, expertise, and access to detailed data and historical records on collisions and claims.

Problem Statement

A serious problem is facing the bus transit industry. As shown in Table 1, buses and vanpools have been involved in 85,391 collisions, experienced 1,340 fatalities, 201,382 injuries, and created expenditures for casualty and liability expenses of \$5.7 billion. The annual numbers of collisions, injuries, and fatalities are reported in the Federal Transit Administration (FTA) National Transit Database (NTD) "Safety & Security Time Series Data". Reportable events include the following: fatalities, injuries requiring transport away from the scene for medical attention, total property damage greater than \$25,000, and newly added, tow away of any motor vehicle, evacuations, derailments, collisions (at grade crossings, with an individual, or with another rail vehicle.)

Casualty and liability expenses are reported on an annual basis to the FTA NTD as part of the Operating Expense report. According to the manual, casualty and liability expenses "are the expenses a transit agency incurs for loss protection." Expenses are broken out by mode code for

each agency and categorized as either: general administration, vehicle maintenance, or non-vehicle maintenance.

TABLE 1

Collisions, Fatalities, Injuries, Casualty and Liability Expenses by Transit Mode 2002-2014

Mode	Reporting Period 2002-2014 Except as Noted			Reporting Period 2002-2013 Except as Noted		
	Collisions	Fatalities	Injuries	Total Casualty and Liability Expenses by Mode	Average Annual Vehicle Fleet	Average Annual Cost of Casualty and Liability Expenses per Vehicle
Commuter Bus (CB) ^a	94	3	390	\$34,599,730 ^a	2357	\$4,894
Demand Responsive (DR)	14,513	120	19,833	\$668,245,896	28,449	\$1,957
Demand Responsive Taxi (DT) ^b	144	3	262	\$2,123,284 ^b	3,960	\$134
Motor Bus (MB)	69,722	1,185	177,931	\$4,908,851,572	62,307	\$6,565
Bus Rapid Transit (RB) ^a	55	0	358	\$2,752,895 ^a	137	\$6,714
Trolley Bus (TB)	486	10	2,096	\$57,539,948	581	\$8,257
Van Pool (VP)	377	19	512	\$79,677,613	9,581	\$693
Total Bus, Demand Responsive and Van Pool	85,391	1,340	201,382	\$5,753,790,938	N/A	N/A
Total Rail ^{c,d}	6,118	1,303	89,806	\$3,174,067,800	N/A	N/A
Source: FTA National Transit Database (NTD) for all reporting US transit agencies ^a Data reporting started in 2012, included in Motor Bus (MB) for prior years ^b Data reporting started in 2011, included in Demand Responsive (DR) for prior years ^c Rail includes Automated Guideway (AG), Cable Car (CC), Commuter Rail (CR), Heavy Rail (HR), Light Rail (LR), Monorail/Guideway (MG), Monorail (MO), Streetcar Rail (SR), Hybrid Rail (YR); ^d Collisions, fatalities, and injuries are not reported for Commuter Rail (CR).; casualty and liability expenses are included for Commuter Rail (CR).;						

Project Evolution and Description

The scope of this project has evolved since the original proposal was submitted to FTA. This revision incorporates significant changes but retains the important focus on advancing the development of collision avoidance technology and automated braking and collection of data to evaluate system effectiveness, safety, and cost effectiveness.

The original scope included Mobileye NV, and Rosco Vision Systems Inc. as a key partner. Rosco was to have installed Mobileye Shield+ collision warning systems which would have undergone additional testing and been used to trigger the DCS, Inc. PASS AEB system. During contract review, Rosco reported it would not be able to comply with several contractual provisions and withdrew from the project. DCS agreed to proceed with its role in the project and added to its scope development of a LiDAR sensor package to provide collision warnings and trigger the PASS AEB system. This scope reflects the changes necessitated by Rosco's withdrawal from the project and DCS adding additional tasks. Other scope changes include conducting Alpha testing of the PASS-CAWS/AEB system at the Virginia Tech Transportation Institute (VTTI) Smart Road closed-track testing facility and University of Washington's development of an innovative on-board video processor to improve detection and analysis of false positive and false negative collision warnings.

There are two major goals for the project: testing and demonstrating CAWS/AEB, and developing a cost-savings accounting methodology for retrofitting transit buses with CAWS/AEB.

CAWS/AEB testing and demonstration includes the following objectives:

- Develop testing criteria to determine effectiveness and safety of combined CAWS/AEB for use in revenue service.
- Install and conduct non-revenue testing of the PASS-CAWS/AEB system on up to four buses to avoid collisions with bicycles, pedestrians, and vehicles.
- Develop criteria for AEB performance, jerk, and deceleration rates based on observations of driver and passenger reactions in revenue service and non-revenue testing.
- Perform g-force, jerk, and deceleration measurements and observations of seated and standing passenger reactions for various levels of manual and automated deceleration and braking in revenue and non-revenue service without CAWS, with CAWS only, and with CAWS/AEB.
- Facilitate the development of improvements to CAWS/AEB software, firmware, and hardware by allowing product modifications to be incorporated into the testing and demonstration.
- Subject to the ability of a combined CAWS/AEB package to meet testing criteria, perform revenue service testing for up to a full year.
- Equip thirty buses with PASS-CAWS/AEB system provided by DCS Technologies, Inc. for revenue service testing. DCS will develop, test, and install a LiDAR collision warning sensor and detection package to provide warnings to bus drivers and, when required, initiate de-throttling and brake application.
- Measure the performance of AEB in reducing reaction time and distance traveled for de-throttling and braking to avoid and/or mitigate collisions.

Cost-savings accounting methodology includes the following objectives:

- Perform forensic review of historical claims for WSTIP and Pierce Transit to accurately categorize claims and incidents and assess the potential for CAWS/AEB to prevent or mitigate losses due to specific types of collisions and sudden stops.
- Perform forensic review of Pierce Transit's collision-related costs not reimbursed from insurance including, but not limited to, accident investigation, drug and alcohol testing, emergency services response, hearings and discipline, in-house legal services, in-house collision repair, lost fare revenue, overtime, passenger and service delays, sick time, spare vehicles and replacements, vehicle towing and recovery, and worker's compensation.
- Develop a methodology to estimate reductions in claims, cost-savings, and benefit/cost ratios projected for installation of CAWS and CAWS/AEB at Pierce Transit.
- Extrapolate results of cost-savings methodology and results to bus fleets operated by all 25 members of WSTIP.

Phase A: Test Planning, Instrumentation, and Documentation

Task 1: Project Management

Develop project work scopes and task descriptions, set project milestones, develop, and insure compliance with, project schedule, assign personnel to tasks, prepare progress reports, develop and monitor project budget, schedule, and oversee project staff meetings, prepare required financial and progress reports for project sponsor, review task completion, vendor performance, and deliverables, review research methods and reports, perform safety and performance reviews and audits.

Milestones/Deliverables: Quarterly Reports

Task 2: Site Visits to Pierce Transit and VTTI

Pierce Transit has scheduled a two-day site visit to its headquarters for DCS, UW and VTTI. The purpose of the site visit is for research team members to examine candidate buses and determine their electrical and mechanical suitability for the project, and consult with Pierce IT staff to determine CAD/AVL data availability, wireless data offload capabilities, data storage and access options. DCS will visit VTTI to inspect testing facilities and discuss testing procedures and instrumentation.

Milestone: Completion of site visits

Task 3: Develop and document test scripts, safety, & data collection plans for DCS PASS-CAWS/AEB alpha testing

VTTI will develop and document test scripts, safety, and data collection plans for DCS PASS-CAWS/AEB alpha testing; develop and document protocols for passenger motion testing; support DCS site visits to VTTI for installation and test planning activities; and develop draft documentation for DCS PASS-CAWS/AEB specifications, integration and installation.

Deliverables: preliminary testing protocols, installation plans, data collection plans, and specifications

Task 4: Deliver PT New Flyer bus to VTTI test facility

Pierce Transit will deliver one low-floor New Flyer 40' transit bus from their revenue generating fleet to VTTI. This bus will have the DCS PASS-CAWS/AEB system installed.

Milestone: Pierce Transit bus delivery to VTTI

Task 5: Install Instrumentation for Passenger Motion Testing

VTTI will instrument two Pierce Transit buses with VTTI's FlexDAS. This will include J1939 data from the vehicle network including speed, throttle position, and brake activation as well as DCS PASS-CAWS/AEB activation. Inertial motion unit (IMU) accelerometer and gyroscope data will also be captured in addition to internal and external bus camera views. Additionally, 3-D LIDAR systems will be installed in the bus to capture passenger motion when the DCS PASS AEB is activated. DCS personnel will be on-site to assist with the PASS AEB set up and connection to VTTI's FlexDAS. Instrumentation will be installed on the bus delivered to VTTI in Task 4 and a second bus prior to Non-revenue testing in Task 10.

Milestone: Bus instrumentation completed

Phase B: PASS System Closed-Course PASS-CAWS/AEB Alpha Testing and Passenger Motion Testing

Task 6: Alpha Testing

The VTTI research team and DCS will conduct Alpha testing on the Smart Road test track at VTTI. The Alpha testing is an important engineering step to characterize how the PASS-CAWS/AEB system is integrated and functioning in a low-floor transit bus. VTTI will confirm all vehicle instrumentation is functioning and capturing all necessary vehicle variables along with PASS-CAWS/AEB status and activations. DCS will supply the VTTI team with the necessary CAN messages to acquire PASS AEB status and activations.

The VTTI research team and DCS will test the PASS-CAWS/AEB on a number of different scenarios including day and some night settings on the test track—the Virginia Smart Road. The first round of testing will focus on identification of slow-moving objects such as pedestrians, which may involve subject vehicle bus speeds up to 31 mph. Pedestrian and bicycle targets will be utilized in the test scenarios. Additionally, DCS may provide their own static test targets.

The second round of testing will focus on the identification of vehicle objects, which may involve subject vehicle bus speeds up to 41 mph. It is expected most testing will take place on the Surface Street section of the Smart Road; however, the highway section and live connector will be available as necessary. [Options for rain/fog/snow “weather” testing provided below would require testing on the Highway section, but speeds can include low speeds or quasi-static bus motion as appropriate.] This will allow for various intersections settings, repositioning of the bus stop, different lane configurations, and a roundabout.

European NCAP testing and other relevant sources of literature will be reviewed and incorporated into these scenarios. Alpha testing will be finalized once the VTTI research team and DCS are in concurrence the PASS-CAWS/AEB is functioning as intended and viable data is being collected

for analyses. An initial data quality control check as well as a pilot test of data reduction will act as the check before beginning Alpha testing.

Milestone: Alpha PASS-AEB testing complete

Deliverable: technical report on Alpha testing results

Task 7: Weather Testing

VTTI will setup and run weather trials to characterize the PASS-CAWS/AEB performance in rain/fog/snow. This testing would be completed occur on the Smart Road, Highway section where existing weather towers can be configured to deliver rain/fog/snow. The range of testing options and task timing depends on the outside weather conditions, but typically rain testing can be performed at a minimum. Roadways with crown or without crown can be applied depending on the specified test scenarios. This testing scope and budget are provided as a separate line-item due to the increase demands on facility setup and run-time costs.

Milestone: Weather testing complete

Deliverable: technical report on Alpha testing results under weather conditions

Task 8: Passenger Motion Testing and Institutional Review Board Approval

The VTTI research team will conduct protocol development and shakedown testing on passenger motion capture on the Smart Road test track, which may involve subject vehicle bus speeds up to 41 mph. This is a critical step to ensure all relevant components are installed correctly, aligned, and capturing the necessary measures so the data provides meaningful results and meets the objectives of the research questions. Conducting the shakedown testing on the test track will allow for a safe, controlled environment and prevent any unintended bias. It can also provide insight into impacts on passengers that may vary between manual and AEB activations on transit buses, prior to field deployment. This shakedown testing will include human passengers while on the test track. Therefore, the protocol will be submitted to the Virginia Tech Institutional Review Board (IRB) for approval. IRB approval is required before passenger motion testing can begin.

Milestone: IRB approval and passenger motion testing completed

Deliverable: technical report on passenger motion testing and results

Task 9: Driver Survey Development and Institutional Review Board Approval

The VTTI research team will develop a bus operator survey to capture bus operator feedback during the field deployment of the PASS-CAWS/AEB system. This survey will assess bus operators' trust levels, attitudes toward, and acceptance of the system as well as route and environmental aspects, and bus operator demographics. Further discussions with Pierce Transit are needed to determine the format of the bus operator surveys (i.e., online vs. paper). Once the survey has been finalized, it will be submitted to the Virginia Tech Institutional Review Board (IRB) for approval. IRB approval is required before survey data collection can begin.

Deliverables: Finalized bus operator survey with IRB approval, operator survey instrument

Task 10: Return bus used for Alpha testing to Pierce Transit

DCS will remove the PASS-CAWS/AEB system installed on the bus used for Alpha testing. VTTI instrumentation shall remain on the bus. Pierce Transit shall arrange shipment of the bus back to its headquarters in Lakewood, WA.

Milestone: Delivery of bus to Pierce Transit

Deliverables: draft system specifications, draft installation plans

Phase C: Pierce Transit PASS-CAWS/AEB Non-Revenue Service and Data Collection Testing

Task 11: Field Demonstration, PASS-CAWS/AEB Non-Revenue Testing

The DCS PASS AEB will be installed on four buses for testing in non-revenue settings. DCS will equip each bus with a data logger to collect PASS-CAWS/AEB and vehicle telematics when triggered by a forward collision warning and other parameters including, but not limited to: g-forces, locations, speeds, and time stamps. The data logger will include wireless download capability through Pierce Transit's cellular data plan and the ability to send data to the on-board computer-vision based transit event logging system being developed by UW in Task 12.

This testing will occur under a range of conditions including time of day and various weather conditions and last for two months. Pierce Transit with assistance from DCS will install the PASS AEB systems. VTTI will install instrumentation on a second bus at Pierce Transit for non-revenue service (NRS) testing. NRS testing will allow for a disciplined introduction (proofing) of PASS-CAWS/AEB into the Pierce fleet. The NRS test period will include up to six one-month cycles of engineering and stealth mode testing. (Stealth mode testing is defined as testing in which PASS-CAWS/AEB detects potential collisions (near-misses) and transmits detection and activation messages via telematics to a server but does not issue warnings to the driver or activate automatic braking.) The NRS testing will progress from stealth mode to CAWS, to AEB modes.

The VTTI research team will lead the pilot survey effort of the bus operators participating in the non-revenue testing. VTTI will analyze the survey demographics and results and provide a summary report to the project team. VTTI will also collect manual braking vehicle data and passenger motion data on two buses during the field demonstration. As a result of this survey pilot testing, revisions may be made to the bus operator survey for the revenue rollout field deployment to ensure all relevant metrics are being captured. Additionally, the VTTI research team will examine and conduct analyses on the motion data of passengers under normal operating conditions and while the PASS AEB is activated. A technical report will be compiled and submitted to the project team with the results of the passenger motion. It is expected that several members of the VTTI research team will travel to Pierce Transit for the first week of non-revenue service testing.

Milestone: Completion of non-revenue testing period

Deliverables: Summary report of survey results and technical report on passenger motion in non-revenue deployment testing, report on non-revenue testing of PASS-CAWS/AEB, final installation plans, final system specifications, documentation on system inspection and maintenance procedures

Task 12: Develop and implement video processing methodology to determine PASS LiDAR system accuracy through analysis of false positives and false negatives.

University of Washington (UW) will conduct research to evaluate PASS-CAWS/AEB performance, evaluate changes in driver performance, and develop models to predict effectiveness of PASS-CAWS/AEB in eliminating and mitigating collisions. UW will: conduct a comprehensive technology literature review on the current collision avoidance technologies and conclude the pros and cons, coordinate data collection requirements with Pierce Transit, video recorder supplier, VTTI, and DCS, compare, evaluate, and select single board computers (e.g., Nvidia Jetson and Raspberry Pi) and sensors that would support onboard real-time data processing and video detection, develop open source independent video analysis package based on the selected single board computer and sensors for evaluating PASS-CAWS/AEB sensitivity and ability to prevent positive collision indications, develop open source independent method and tools based on the selected single board computer and real-time telematics and LiDAR data to detect false negatives (missed warnings), develop a smart data hub for efficient data downloading, reduction, storage, and analysis of large amounts of video and telematics data for PASS-CAWS/AEB evaluation.

UW will develop a computer-vision based transit event logging system (TELS) for recording and detecting near-miss events (including those with both peds/bikes and vehicles), install the developed TELS and smart data hub on five buses in the test fleet, develop a database of incidence of false positives and negatives by route and driver for use by VTTI in assessing driver satisfaction, and analyze telematics data on events triggering the PASS-CAWS/AEB and match with route, trip and driver logs provided by Pierce Transit to determine if PASS-CAWS/AEB improves driver performance in terms of statistically significant reductions in alerts and warnings and if performance changes are long-term or short-term.

Milestones: Completion of initial article testing, completion of all installations

Deliverables: first article test results, specifications and open source code, data collection and management plan,

Task 13: Hot Spot Mapping

UW will develop a methodology for geo-locating and mapping high-risk areas for pedestrian and bicycle collisions based on frequency of alerts using telematics and/or video recorded data.

Milestones: Completion of geo-locating methodology

Deliverables: Methodology report and demonstration

Phase D: PASS-CAWS-AEB Revenue Service in Stealth and Active Operating Modes

Task 14: Install PASS-CAWS/AED on remaining Pierce Transit buses to a total of thirty 40' New Flyer buses

DCS and Pierce Transit technicians will install and test PASS-CAWS/AEB on all 30 buses. Data loggers and telematics systems will be installed and activated on all remaining buses in the test fleet. The PASS-CAWS/AEB systems will be activated in stealth mode at this time.

Milestone: Completion of installations and testing of data loggers and data download

Task 15: Develop Data Collection, Storage, and Analysis System

Pierce Transit, in consultation with DCS, UW, and VTTI, will develop and implement the capability to download and store data on a server from the thirty DCS and five UW data loggers and telematics systems for test fleet buses. Pierce will download and store data for each trip taken by test fleet buses from its CAD/AVL system and match those records with data downloaded from the DCS and UW data loggers, to identify routes and driver number for each trip for which PASS-CAWS/AEB was available.

Milestone: Completion of data collection testing

Deliverable: data collection and data management plan

Task 16: Stealth Mode Operation

Each of the test fleet buses will be placed in regular revenue service in stealth mode. As each bus enters service, the DCS and UW data loggers will begin logging and downloading data to the server. Read-only and download access to the data will be given to DCS, UW, and VTTI.

The purpose of stealth mode operation is to collect baseline data samples of individual driver performance, measured primarily as the frequency of “near misses” determined by the PASS-CAWS/AEB system. The length of the stealth mode operating period will be the time needed to obtain a statistically valid number of trips for each driver with PASS-CAWS/AEB in a sample group.

Samples from “stealth mode” operation will be compared with the frequency of near misses recorded when the driver is receiving warnings and AEB applications during a subsequent period of testing with the PASS-CAWS/AEB in active mode. Statistical comparison of “before” and “after” samples would be used to estimate if there is a reduction in the frequency of near misses for each driver due to driving with the system active. Reduction in near misses would be a measure of the effectiveness of the PASS CAWS/AED in preventing or mitigating collisions and claims.

Milestone: Completion of stealth mode data collection for all drivers in sample

Deliverables: report on frequency of near misses during stealth mode operation

Task 17: Field Demonstration - Revenue Service Testing PASS-CAWS/AEB Active Mode

Prior to activation of PASS CAWS/AEB, all Pierce Transit drivers will receive classroom and on-road training on the operation of the PASS-CAWS/AEB system. The system does not require drivers to manually interact with the system. However, drivers will need to understand the warnings and indications generated by the system, experience how the automatic braking works, and be able to spot visibly damaged or inoperative components.

At the completion of training the PASS-CAWS/AEB systems will be activated in all test fleet buses. Activation may take place in one or two stages. One-stage activation would include both CAWS and AEB. Two-stage activation would have an initial period of CAWS-only activation, followed by training and a period of CAWS/AEB activation. Placards will be installed on test fleet buses indicating to the driver that the bus is equipped with PASS-CAWS/AEB and which system functions are operational.

Milestones: Determination of one or two-stage activation, completion of driver training, installation of placards on buses, activation of all PASS-CAWS/AEB systems, end of data collection and demonstration period

Phase E. Project Reporting and Evaluation

Task 18: Hot Spot Mapping

Using the methodology for geo-locating and mapping high-risk areas for pedestrian and bicycle collisions developed in Task 13, UW will prepare maps and supporting analysis of high-risk areas and report to Pierce Transit the results of the analysis. UW may develop recommendations to Pierce on strategies to reduce the risk of collisions.

Deliverables: interim report, final report

Task 19: Driver Performance Analysis and Reporting

The VTTI research team will lead the bus operator survey effort on all 30 buses along with PASS AEB performance analyses and passenger motion analyses on two buses only. It is expected this revenue service rollout field demonstration will be conducted for six months. Similar to the non-revenue testing, the VTTI research team will conduct all analyses and deliver a summary report of the bus operator surveys and a technical report of PASS AEB performance and passenger motion. It is expected that several members of the VTTI research team will travel to Pierce Transit prior to the first week of the revenue service field deployment, periodically to collect surveys and vehicle data, and again at the completion of the field demonstration to retrieve vehicle instrumentation and final debrief with drivers.

UW will develop a database of incidence of false positives and negatives by route and driver for use by VTTI in assessing driver satisfaction, and analyze telematics data on events triggering the CAWS and match with route, trip and driver logs provided by Pierce Transit to determine if CAWS and PASS AD improves driver performance in terms of statistically significant reductions in alerts and warnings and if performance changes are long-term or short-term.

Deliverables: Summary report of survey results and technical report on passenger motion in revenue service testing

Task 20: Economic Impact Analysis

Veritas Forensic Accounting & Economics will develop models and forecast the financial impacts on transit agencies and their insurers. Primary tasks will be:

- Provide forensic accounting and economic analysis expertise to estimate financial and institutional impacts of claims reductions potentially attributed PASS-CAWS/AEB for Pierce Transit's bus fleet.
- Provide forensic accounting and economic analysis expertise to extrapolate Pierce Transit's experience to estimate financial and institutional impacts of claims reductions

potentially attributed to PASS-CAWS/AEB for approximately 1,500 vehicles operated by all 25 members of the Washington State Transit Insurance Pool

- Develop and evaluate the economic and financial performance indices and develop an econometric model suitable for use by other transit, insurance, and risk management entities to estimate the fiscal impacts of a PASS-CAWS/AEB deployment (including installation and operational expenses as well as reductions in claims and or insurance costs)
- Participate with WSTIP and partner insurance industry pool participants (i.e. Ohio and California Insurance Pools) in development of economic PASS-CAWS/AEB models
- Provide required training and technical assistance to key participants engaged in economic and insurance aspects of the project
- Participate in technology transfer activities by providing existing documentation and participating in video and webinar preparation
- Participate in research activities and technical reviews as requested
- Assist WSTIP in long range financial planning associated with the impact of PASS-CAW/AEB on covered vehicles

Deliverables: Draft and final report on other costs incurred by Pierce Transit for collisions that are not reimbursed through insurance, draft and final report on return on investment for Pierce Transit for PASS-CAW/AEB, draft and final reports on extrapolation of Pierce Transit test results to other transit agencies and potential impacts to all WSTIP members

Task 21: Project Evaluation (performance metrics: ROI, Safety, Effectiveness – quantitative & qualitative) – The project has well-defined performance metrics that will be documented at key milestones and in the interim and final reports. The metrics include:

- Accuracy of CAWS in terms of false positives and false negatives per 1,000 miles
- Reductions in collision near-misses by comparison of CAWS warnings per 1,000 miles before and after driver warning displays are activated.
- Long-term driver performance changes measured in CAWS warnings per 1,000 miles for individual drivers over the duration of the data collection period.
- Reduction in stopping distance due to CAWS/AEB.
- Reductions in collisions, injuries, and fatalities, measured over the data collection period and compared with historical data for prior years.
- Reductions in insurance claims expenses measured by the monetary value of claims incurred over the data collection period compared with historical data for prior years.
- Net future benefit measured by estimated reductions in claims and internal costs not reimbursed by insurance less the installation and maintenance costs for CAWS/AEB, and extrapolated to other WSTIP members.
- Driver acceptance of CAWS/AEB measured through questionnaire surveys of drivers during the project.

Deliverables: Draft and final Project Evaluation Report

The following tables summarize the performance evaluation metrics for Effectiveness, Safety, and Return on Investment.

Table 2 Project Performance Evaluation Metrics – System Effectiveness			
Criterion	Metrics	Instrumentation/ Measurement	Frequency of Data Collection
System Accuracy	False Positives and False Negatives	Buses will be equipped by the vendor with telematics that reports each warning generated by the CAWS. Five buses will be equipped with on-board video processors to log video clips of false negatives and false positives.	Telematics is downloaded to a server in real time. Video will be sampled daily.
Change in Driver Performance	Change in rate of near miss warnings with vehicles and pedestrians per 1,000 miles over the test period	Warnings are captured by telematics and matched with driver, route and trip data from CAD/AVL system	Telematics data will be captured in real time and matched with CAD/AVL data daily.
Reduction in Stopping Forces, Reaction Time, and Effect on Bus Passengers	Change in stopping characteristics for buses equipped with AEB as compared with buses with CAWS only and buses with no automated driver assist	Two buses will be equipped by VTTI with g-force deceleration monitoring, LIDAR, and video to record passenger reactions	Data will be sampled over a six-month test period for specified test scenarios
Driver Acceptance	Driver responses to questionnaire and comments from drivers	Survey instruments and meetings with drivers	Drivers will be surveyed at three intervals during the testing period

Table 3 Project Performance Evaluation Metrics - Safety			
Criterion	Metrics	Instrumentation/ Measurement	Frequency of Data Collection

Collisions	Number of collisions and rate of collisions per million vehicle miles experienced during test period and compared with collisions for prior year periods	Collision reports logged by drivers. Records of collisions in prior year periods will be obtained from agency files	Collision reports will be collected as they occur throughout the demonstration period. Comparisons with historic data will be made for interim report and final evaluation report
Injuries	Number of injuries and rate of injuries per million vehicle miles resulting from collisions and sudden stops during the test period compared with injuries for prior year periods	Injuries will be obtained from NTD S&S reporting during the demonstration and personal injury claims. Historical records of injuries will be obtained from insurer.	Collision reports will be collected throughout the demonstration period. Comparisons will be made for interim report and final evaluation report
Fatalities	Number of fatalities resulting from collisions and sudden stops and rate of fatalities per million vehicle miles during the test period compared with fatalities for prior year periods.	Fatalities will be obtained from NTD S&S reporting during the demonstration and personal injury claims. Historical records of fatalities will be obtained from insurer.	Fatality reports will be collected throughout the demonstration period. Comparisons will be made for the interim report and final evaluation report

Table 4 Project Performance Evaluation Metrics - Return on Investment			
Criterion	Metrics	Instrumentation/ Measurement	Frequency of Data Collection
Insurance Claims	Gross costs of insurance claims paid for personal injury and property loss and comparison with claims paid in prior years	Insurance claims will be provided by WSTIP which insures Pierce Transit	Claims data generated during the project will be collected at the mid-point of the test period and the end of the test period
Internal Costs	Internal costs of collisions, not reimbursed by insurance	During the test period, the finance department will establish procedures to record categories of internal expenses incurred by collisions	Internal expenses incurred due to collisions will be recorded as they are entered into the Pierce financial

			reporting systems during the test period.
Equipment Life Cycle Costs	Initial equipment cost, installation cost, annual maintenance costs, and expected life of components.	Vendor invoices show system and installation costs. System failures will be reported during driver checks and inspections	Drivers report defects at the end of each run. Vendors will be required to log time and parts required for each repair and report monthly.
Net Benefits	The ratio of collision cost reductions to the acquisition and maintenance life cycle costs per bus, and years to recover initial expense for installing CAWS and AEB	Agency and vendor records	Data will be collected during the operating test period and reported at the project midpoint and final evaluation report.

Task 22: Outreach & Knowledge transfer (knowledge transfer, commercialization) - Technology transfer activities will include preparing and recording webinars with supplemental on-line documents for the following outcomes:

Deliverables: webinars

- Evaluation of CAWS/AEB systems: ease of installation, procurement, operation, maintenance, and costs
- Effectiveness of CAWS/AEB in reducing or mitigating collisions, with videos of systems being tested and in operation
- How to procure CAWS/AEB for your agency
- Driver training and acceptance of CAWS/AEB
- Modeling and forecasting the impact of CAWS/AEB on insurance and claims
- Research methods and techniques for analyzing the effectiveness of CAWS/AEB

Pierce Transit also plans to demonstrate buses equipped with CAWS/AEB at key transportation conferences and expositions such as APTA's Bus and Paratransit Conference held annually in May and/or BusCon Expo held annually in September. Pierce will plan to have a bus at the conference site, depending on location and equipment availability, or schedule a professional video presentation.

In addition, UW and VTTI researchers will disseminate research methods and results in presentations at conferences for USDOT University Transportation Centers (UTC) and Transportation Research Board, and through paper publications in technical journals.

Task 23: Interim Report (2 years) & Final Report – Pierce Transit’s project team will prepare draft interim and final reports in accordance with FTA reporting requirements and formats.

Deliverables: draft interim and final reports

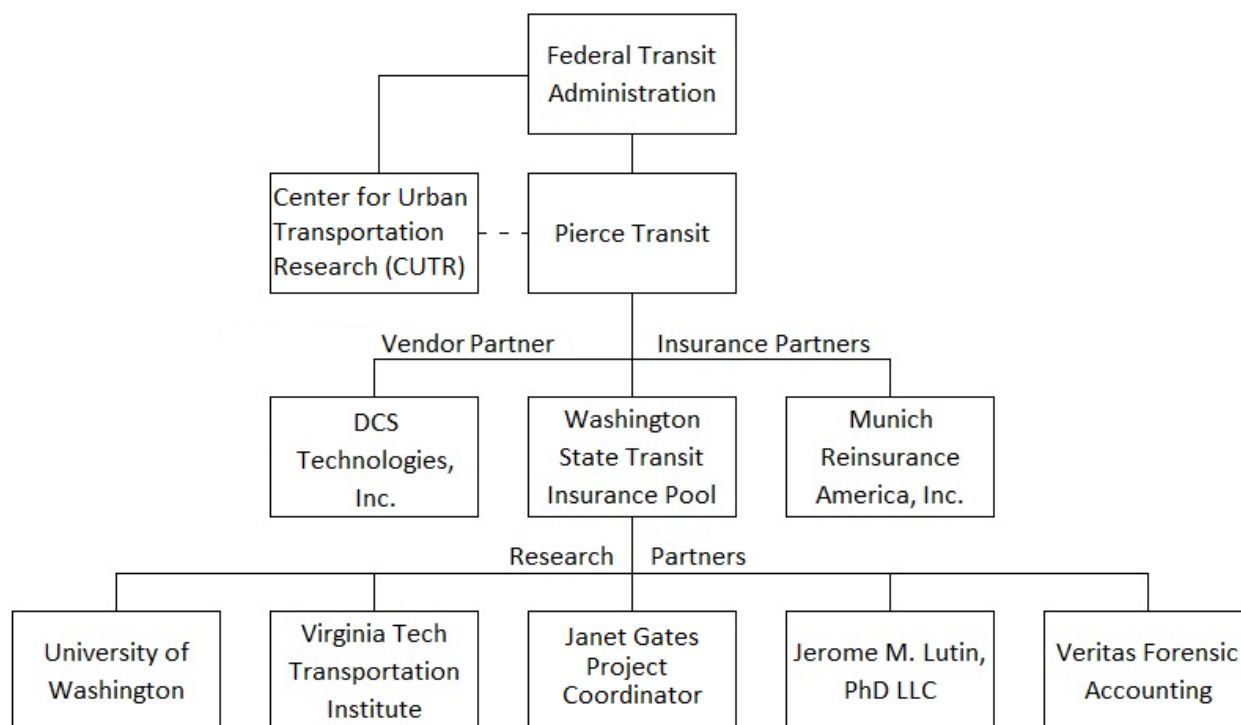
Partnership & Coordination (partnerships)

This project includes partners spanning a range of skills and experience in public transportation, including system suppliers, transit professionals, insurers, and universities. Seven members of our team have been working together on the IDEA pilot. Our research partners include Virginia Tech Transportation Institute (VTTI) which will conduct Alpha testing of the PASS-CAWS/AEB system and evaluate human factors aspects of driver and passenger reactions to CAWS/AEB, University of Washington (UW), which will continue evaluating the effectiveness of the CAWS/AEB in detecting and mitigating potential collisions, Dr. Jerome Lutin, who served as Co-Principal Investigator on the IDEA project, will serve as Principal Investigator, Ms. Janet Gates, who has been coordinating the IDEA project team for WSTIP, will continue that role for this project. Veritas Forensic Accounting and Economics, Inc. will provide extensive expertise and experience in actuarial analysis, modeling and forecasting. Insurance partners also include Munich Reinsurance America, Inc. (Munich Re) which will provide expertise, claims data, and financial support to the project. FTA has contracted with the Center for Urban Transportation Research (CUTR) of the University of South Florida to review and evaluate the project.

The project team is committed to getting the word out to the transit industry. Transit agencies have limited time and budgets for travel and training. We include specific line items and budget for technology transfer and demonstrations. Our team will showcase our project and present our findings at several major bus transit conferences and write articles for the leading transit magazines. We will develop and record webinars and provide resources on-line, so they can be accessed by transit staffs all over the country from their desks at no cost to the users. Our schedule of deliverables includes six “milestone achievement notices” which are opportunities for press releases, magazine articles and other media events. We also include four “Outreach & Knowledge Transfers” which would include presentations and demonstrations of the technology and findings at major industry conferences such as the APTA Bus Conference or Expo. One of the Outreach & Knowledge Transfers would be scheduled for the university partners to hold a session during the Transportation Research Board Conference in Washington, DC.

As in the IDEA project, the team will hold regular conference calls. Ms. Gates will record the meetings and maintain minutes. Task lists, deliverables, and schedule will be developed jointly among the partners to insure all participants will have well-defined work scopes and tasks, adequate resources, and time to complete their assignments on schedule with high quality control. The following figure illustrates the project organization and partners.

Figure 1 Project Organization and Partners



Documentation/Reporting Requirements

The following table shows a draft list of reporting deliverables. All deliverables shall conform to FTA guidelines.

Table 5 Pierce Transit Collision Avoidance and Mitigation Safety Research and Demonstration Project Draft Documentation/Reporting Requirements			
Task.Doc. #	Deliverable	Type/Format	
1.X	Quarterly Reports	Progress Report	
3.1	Alpha Test Scripts	Technical Report	
3.2	Test Equipment Installation Plan	Technical Report	
3.3	Safety Plan	Technical Report	
3.4	Test Equipment Specifications	Technical Report	
3.6	Alpha Test Data Collection Plan	Technical Report	
6.1	Alpha Testing Results	Technical Report	
7.1	Alpha Weather Testing Results	Technical Report	
8.1	Alpha Passenger Motion Testing Results	Technical Report	
9.1	Driver Survey Instrument & IRB Approval	Technical Report	
10.1	Draft CAWS/AEB Specifications	Technical Report	

10.2	Draft CAWS/AEB Installation Plan	Technical Report	
11.1	Non-Revenue Testing Driver Survey	Technical Report	
11.2	Passenger Motion Testing Results	Technical Report	
11.3	Non-Revenue CAWS/AEB Testing	Technical Report	
11.4	Final Installation Plan	Technical Report	
11.5	Final CAWS/AEB Specifications	Technical Report	
11.6	Inspection & Maintenance Procedures	Technical Report	
12.1	Video Processor Specifications & Code	Technical Report	
12.2	Video Processor Test Results	Technical Report	
12.3	Video Data Collection & Mgmt. Plan	Technical Report	
13.1	Hot Spot Mapping Methodology	Technical Report	
15.1	Telematics Data Collection & Mgt. Plan	Technical Report	
16.1	Stealth Mode Near Miss Test Results	Technical Report	
17.1	Revenue Service Driver Training	Training Materials	
18.1	Interim Hot Spot Mapping Report	Technical Report	
18.2	Final Hot Spot Mapping Report	Technical Report	
19.1	Revenue Service Driver Survey Report	Technical Report	
19.2	Revenue Service Passenger Motion Report	Technical Report	
20.1	PT Internal Collision Expense Report	Technical Report	
20.2	PT CAWS/AEB ROI Report	Technical Report	
20.3	WSTIP ROI & Strategic Impacts Report	Technical Report	
21.1	CAWS/AEB Project Evaluation Report	Technical Report	
22.1	CAWS/AEB Equipment Installation	Webinar Recording	
22.2	CAWS/AEB System Effectiveness	Webinar Recording	
22.3	How to Procure CAWS/AEB	Webinar Recording	
22.4	Driver Training & Acceptance	Webinar Recording	
22.5	Modeling ROI & Claims Impact of CAWS/AEB	Webinar Recording	
22.6	Research Methods for CAWS/AEB Evaluation	Webinar Recording	
23.1	Project Interim Report	Technical Report	
23.2	Project Final Report	Final Report	

Project Budget:

Exhibit A
Resolution No. 2018-051

Partner	Phase	Federal Amount	Cost Share \$	Other Amount	Total Cost
Janet Gates					
	Project Management			\$ 24,000	\$ 24,000
	CAWS and AEB Testing and Demonstration				
	Cost-savings accounting methodology				
Sub-Total					\$ 24,000
Veritas					
	Project Management				
	CAWS and AEB Testing and Demonstration				
	Cost-savings accounting methodology	\$ 33,939	\$ 8,485	\$ 97,576	\$ 140,000
Sub Total					\$ 140,000
DCS					
	Project Management				
	CAWS and AEB Testing and Demonstration	\$ 819,473	\$ 204,868		\$ 1,024,341
	Cost-savings accounting methodology				\$ -
Sub-Total					\$ 1,024,341
UW					
	Project Management	\$ 40,000	\$ 10,000		\$ 50,000
	CAWS and AEB Testing and Demonstration	\$ 193,118	\$ 48,280		\$ 241,398
	Cost-savings accounting methodology				
Sub-Total					\$ 291,398
VTTI					
	Project Management	\$ 33,600	\$ 8,400		\$ 42,000
	CAWS and AEB Testing and Demonstration	\$ 245,600	\$ 61,400		\$ 307,000
	Cost-savings accounting methodology				
Sub-Total					\$ 349,000
Jerry Lutin					
	Project Management			\$ 80,400	\$ 80,400
	Phase B: AEB Testing and Demonstration			\$ 65,800	\$ 65,800
	Phase C: Cost-savings accounting methodology			\$ 16,000	\$ 16,000
Sub-Total					\$ 162,200
Contingency	S&H, data offload, Pierce Transit travel, etc	\$ 299,164	\$ 74,791		\$ 373,955
Total		\$ 1,664,894	\$ 416,224	\$ 283,776	\$ 2,364,894
Project Budget:					\$ 2,364,894

Exhibit A
Resolution No. 2018-051

Pierce Transit Collision Avoidance and Mitigation Safety Research and Demonstration Project																													
Work Plan Graphic Schedule – October 30, 2018																													
	Calendar Year	2017	2018				2019				2020				2021														
Task	Description	Months by Quarter	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Phase A: Test Planning, Instrumentation, and Documentation																													
1	Project Management		Δ			Δ			Δ			Δ			Δ			Δ			Δ			Δ			Δ		
2	Site Visits to Pierce Transit and VTTI							Δ																					
3	Develop test scripts, safety, & data collection plans for PASS							Δ																					
4	Deliver PT New Flyer bus to VTTI test facility							Δ																					
5	Install Instrumentation for Passenger Motion Testing							Δ																					
Phase B: Closed–Course Alpha Testing and Passenger Motion Testing																													
6	Alpha Testing							Δ																					
7	Weather Testing							Δ																					
8	Passenger Motion Testing and IRB Approval							Δ																					
9	Driver Survey Development and IRB Approval							Δ																					
10	Return bus to Pierce Transit							Δ																					
Phase C: Non-Revenue Service and Data Collection Testing																													
11	Field Demonstration, PASS-CAWS/AEB Non-Revenue Testing								Δ																				
12	Develop video processing methodology								Δ																				
13	Develop Hot Spot Mapping methodology								Δ																				
Phase D: Revenue Service Field Demonstration																													
14	Install PASS-CAWS/AED on remaining Pierce Transit buses								Δ																				
15	Develop Data Collection, Storage, and Analysis System								Δ																				
16	Field Demonstration Revenue Service Testing Stealth Mode																												
17	Field Demonstration Revenue Service Testing Active Mode												Δ																
Phase E: Project Reporting and Evaluation																													
18	Hot Spot Mapping												Δ																
19	Driver Performance Analysis and Reporting																								Δ				
20	Economic Impact Analysis																								Δ				
21	Project Evaluation																									Δ			
22	Outreach Knowledge Transfer & Commercialization												Δ		Δ		Δ		Δ		Δ			Δ			Δ		
23	Interim Report (2 years) & Final Report												Δ													Δ			
Legend: Δ= Milestone/Deliverable, Shaded Bars = continuing activity on task for all or part of quarter																													

TITLE: Authority to Purchase up to Fifty-five (55)
Replacement Vanpool Vans from Washington State
Contract No. 05916

DIVISION: Maintenance

SUBMITTED BY: Adam Davis, Fleet Manager

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Vanpool Replacement 2019

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 1,543,839	The project is included in the 2019 Capital Budget. The grant funds are from WSDOT Vanpool Investment Program Grant GCB2811. Funds will not be expended until 2019.
Grant/Other Amounts	\$ 421,850	
Total Expenditure	\$ 1,965,689	

BACKGROUND:

The 2019 capital budget includes funds to replace existing vehicles that meet the replacement parameters and are beyond their useful life. Staff has reviewed the replacement schedule and found that fifty-five (55) Vanpool vans in the Agency's fleet are eligible for replacement (replacement policy: eight (8) years or 120,000 miles).

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 the 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.

STAFF RECOMMENDATION:

Replace the fifty-five vanpool vehicles utilizing the state contract.

ALTERNATIVES:

1. Develop specifications and solicit bids ourselves; however, in the past Pierce Transit was not able to achieve the same discounts offered in the state contract due to combined statewide volume; and
2. Do 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 fifty-five (55) replacement vanpool vans from the Washington State Contract No. 05916 in an amount not to exceed \$1,965,689.

TITLE: Authority to Enter Into and Execute Amendment No. 1 to the Interlocal Agreement with the City of Federal Way to Provide Extra Duty Police Services at the Federal Way Transit Center and Other Bus Routes and Bus Stops Located in Federal Way for an Additional Year

DIVISION: Service Delivery & Support

SUBMITTED BY: Deputy Chief Trent Stephens

RELATED ACTION:

Resolution No. 2018-021, Authorizing a Six-Month Interlocal Agreement with the City of Federal Way to Provide Police Services at the Federal Way Transit Center and Other Bus Routes and Bus Stops Located in Federal Way

ATTACHMENTS: Proposed Resolution
Proposed Amendment No. 1

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	\$ \$185,940	\$185,940 has been budgeted and estimated for 2019. Costs will be dependent upon the hours worked by Federal Way Officers and are not expected to exceed \$185,940. Estimated costs are based at six hours per day at \$73.62/hr.
Grant/Other Amounts	\$	
Total Expenditure	\$ 185,940	

BACKGROUND:

In 2017, the Federal Way Transit Center and other bus routes in the area reflected elevated levels of incidents that undermined the safety and experience of its customers. As a result, the Pierce Transit Board of Commissioners approved Resolution No. 2018-021 on June 11, 2018 authorizing the Interlocal Agreement with the City of Federal Way to provide police services at the Federal Way Transit Center and other bus routes and bus stops located in Federal Way.

Since implementing this partnership, calls for public safety assistance have reduced. Providing a more visible public safety presence has deterred public nuisance crimes, fare evasion, and illegal drug activity and numerous other infractions, as well as improved police response times.

Federal Way PD has made positive impacts on the quality of life for the patrons and employees of Pierce Transit. Their presence has resulted in 8 Arrests, 5 citations and 17 Trespass notifications. They also have made 2830 citizen contacts. The number of complaints from Pierce Transit employees has dramatically dropped and the positive comments received has shown the success of the program.

FACT SHEET
PAGE 2

MONTH	ARRESTS	CITATIONS	TRESPASS	UTC	BUS CHECKS	CITIZEN CONTACTS
JUNE TOTALS	2	0	7	6	142	204
JULY TOTALS	3	0	3	18	390	507
August	1	2	4	17	535	656
September	1	2	2	17	582	677
October	1	1	1	11	518	786
Total YTD	8	5	17	69	2167	2830

Providing a safe and reliable transit system is a fundamental element of Pierce Transit's core mission and due to the success of this partnership both parties wish to extend the partnership for an additional year, beginning January 1, 2019 and ending December 31, 2019.

The proposed agreement provides for Federal Way officers to be stationed during peak passenger times and to ensure police presence until the last coach has departed the transit center in the evening. Pierce Transit will be billed hourly by the City of Federal Way for these services. Expenditures billed from July 2018 through October 2018 were \$42,610.

STAFF RECOMMENDATION:

Staff recommends approving the one-year extension with the City of Federal Way to provide Police Services at the Federal Way Transit Center and other bus routes and bus stops located in Federal Way

ALTERNATIVES:

Do not extend the agreement and resort back to emergent and non-emergent law enforcement services through 911. This is not recommended as this model has limited resources and response times.

PROPOSED MOTION:

Approve Resolution No. 2018-053 authorizing Amendment No. 1 to the Interlocal Agreement with the City of Federal Way to provide extra duty police services at the Federal Way Transit Center and other bus routes and bus stops located in Federal Way, for an additional year, beginning January 1, 2019 and ending December 31, 2019.

RESOLUTION NO. 2018-053

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Amendment No. 1 with the City of Federal Way to Provide Police Services at the Federal Way Transit Center and Other Bus Routes and Bus Stops Located in Federal Way for an Additional Year

WHEREAS, the Board of Commissioners on June 11, 2018 approved Resolution No. 2018-021 authorizing a six-month Interlocal Agreement with the City of Federal Way to provide police services at the Federal Way Transit Center and other bus routes and bus stops located in Federal Way; and

WHEREAS, providing a more visible public safety presence has deterred public nuisance crimes, fare evasion, and illegal drug activity, and numerous other infractions, as well as improved police response times;

WHEREAS, providing a safe and reliable transit system is a fundamental element of Pierce Transit's core mission; and

WHEREAS, due to the success that this partnership has had on the quality of life of the patrons and employees of Pierce Transit, both parties agree to extend the agreement an additional year, beginning January 1, 2019 and ending December 31, 2019; and

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

Section 1. The Board of Commissioners authorizes the CEO to enter into and execute Amendment No. 1 to the Interlocal Agreement with the City of Federal Way to provide policing services at the Federal Way Transit Center and other bus routes and bus stops located in Federal Way for an additional year beginning January 1, 2019 and ending December 31, 2019 in substantially the same form as Exhibit A hereto.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10th day of December 2018.

PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

**CITY OF FEDERAL WAY
EXTRA DUTY POLICE SERVICES AGREEMENT
AMENDMENT NO. 1**

WHEREAS, on June 1, 2018, Pierce County Public Transportation Benefit Area Corporation (hereinafter referred to as “Pierce Transit”) and the City of Federal Way, Washington (hereinafter referred to as “City”) entered into City of Federal Way Extra Duty Police Services Agreement to provide police related services or assistance to support Pierce Transit’s system;

WHEREAS, the Agreement expires on December 31, 2018 and includes an option for additional extensions; and

WHEREAS, both parties are willing and interested in extending the Agreement.

NOW THEREFORE, the above referenced Agreement is hereby amended as follows:

Contract Term: The Contract is herewith extended to December 31, 2019.

All other conditions of the Agreement remain unchanged and are ratified and incorporated herein and will continue unchanged during this extended term.

IN WITNESS WHEREOF, the parties hereto have executed Amendment No. 1 to City of Federal Way Extra Duty Police Services Agreement on the day and year set forth below their signatures.

**PIERCE COUNTY PUBLIC TRANSPORTATION
BENEFIT AREA CORPORATION**

CITY OF FEDERAL WAY

Sue Dreier
Chief Executive Officer

Date

Andy J. Hwang
Chief of Police

Date

Attest:

Attest:

Deanne Jacobson, Clerk of the Board
Date

Stephanie Courtney, City Clerk Date

Approved as to legal form only:

Approved as to legal form only:

Dana A. Henderson, General Counsel Date

Ryan Call, City Attorney Date

TITLE: Authorizing Amendments to Sections 7.1 of the Personnel Manual for Housekeeping Changes and to Reflect Changes in Insurance Carriers

DIVISION: Administration

SUBMITTED BY: Anh Hoang, Labor Relations Officer

RELATED ACTION:

ATTACHMENTS:

RELATION TO STRATEGIC PLAN: Employee

Proposed Resolution

Exhibit 1, red-lined version for Section 7.1 of the Personnel Manual (for adoption)

Exhibit 1-A, clean version of Section 7.1 of the Personnel Manual

BUDGET INFORMATION

Is it Budgeted? ☐ Yes / ☐ No

Project Name or Number: N/A

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ <u>(186,575)</u>	Anticipated premium savings from switching plans. Additional savings from eliminating insurance broker is already budgeted in 2019.
Grant/Other Amounts	\$	
Total Expenditure	\$ <u>(186,575) savings per year</u>	

BACKGROUND:

In late 2017, the Board approved for Pierce Transit to join the Association of Washington Cities (AWC) Benefit Trust. Effective January 1, 2018, the Board approved for Pierce Transit to transition from the former health care insurance provider (Premera) to the AWC Benefit Trust for medical, dental and vision insurance for all eligible Pierce Transit employees, which saved the Agency approximately \$4.9 million in health insurance premiums for 2018.

In addition to medical, dental and vision insurance, AWC offers other lines of coverage, to include basic and supplemental Life insurance, Long Term Disability (LTD) insurance and Employee Assistance Program (EAP). AWC's policy requires the Employer to pay 100% of the premium for basic Life insurance, LTD insurance and EAP. Supplemental (additional) Life insurance is additional life insurance voluntarily purchased by employees for themselves and eligible dependents, and premiums are fully paid by employees.

Staff has thoroughly analyzed the cost and benefits of switching carriers for the Agency's Life insurance, LTD insurance and EAP to those offered by AWC and have determined that the change-over would save the Agency an estimated

\$186,575 per year in combined premiums (even with the Agency's payment of 100% of the required premiums) while providing employees with equal or better insurance coverage for these lines of coverage. In addition, with all of the Agency's insurance coverage being provided by the AWC Benefit Trust, Pierce Transit will no longer be required to retain an insurance broker to negotiate our insurance rates on the open market. Thus, eliminating our insurance brokerage contract, which will save the Agency an additional \$80,000.

Estimated annual savings:

Reduced insurance premiums for basic Life insurance, LTD insurance and EAP	\$186,575
Eliminating insurance broker contract	<u>\$80,000</u>
Total savings	\$266,575

PROPOSED PERSONNEL MANUAL REVISIONS:

Currently, the Personnel Manual contains language related to Insurance Premiums (Section 7.1) for both represented and non-represented employees. With the Board's approval of the change-over to AWC for Life and LTD insurance and EAP, Section 7.1 of the Personnel Manual would be amended to reflect the Board's policy direction. In addition, the Board would authorize the CEO to develop and promulgate separate personnel policies and procedures as needed to administer the Board's policy directive related to this matter. Amendments to Section 7.1 would be adopted as of January 1, 2019 to coincide with the change-over to AWC's Life and LTD insurance and EAP.

NEXT STEPS:

Once adopted by the Board, Section 7.1 of the Personnel Manual will be amended per the attached Exhibit 1.

STAFF RECOMMENDATION:

Staff recommends the Board approves the change-over to AWC's basic and supplemental Life insurance, LTD insurance and EAP, and for the Board to approve the changes to Section 7.1 Insurance Premiums of the Personnel Manual as set forth in Exhibit 1.

ALTERNATIVES:

The alternative is to reject both the proposed change-over to AWC for Life and LTD insurance and EAP and the amendments to Section 7.1 the Personnel Manual. This would mean the Agency will continue to provide these benefits under current carriers at the higher premium costs.

PROPOSED MOTION:

Approve Resolution No. 2018-054, adopting amendments to Section 7.1 of the Personnel Manual pertaining to Insurance Premiums for Pierce Transit employees as presented in Exhibit 1 effective January 1, 2019 and to further authorize the CEO to develop personnel policies and procedures as needed to administer these benefits in accord therewith.

RESOLUTION NO. 2018-054

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing Amendments to Section 7.1 of the
2 Personnel Manual to Reflect Authorized Changes in Group Life Insurance, Long Term Disability Insurance and
3 Employee Assistance Program
4

5 WHEREAS, In late 2017, the Board approved for Pierce Transit to join the Association of Washington
6 Cities (AWC) Benefit Trust for medical, dental and vision insurance for all eligible Pierce Transit employees; and

7 WHEREAS, In addition to medical, dental and vision insurance, AWC offers other lines of coverage, to
8 include basic and supplemental Life insurance, Long Term Disability (LTD) insurance and Employee Assistance
9 Program (EAP). AWC's policy requires the Employer to pay 100% of the premium for basic Life insurance, LTD
10 insurance and EAP; and

11 WHEREAS, Staff recommends changing insurance carriers from current ones to those offered by AWC
12 for Life insurance, LTD insurance and EAP which will save the Agency money for premiums while providing
13 employees with equal or better coverage; and

14 WHEREAS, the Pierce Transit Code (Code) is the repository of policies adopted by the Pierce Transit
15 Board and is updated from time to time; and

16 WHEREAS, the Agency's Personnel Manual is incorporated into the Code at Section 6; and

17 WHEREAS, the Personnel Manual currently contains language related to Insurance Premiums (Section
18 7.1) that is out of date and needs to be amended to reflect decisions of the Board, particularly if the Board
19 approves changing to AWC for life insurance, LTD insurance, and EAP; and

20 WHEREAS, the CEO should be authorized to develop and promulgate separate personnel policies and
21 procedures to effectively administer this policy directive of the Board; and

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

23 Section 1. The Board of Commissioners authorizes staff to purchase basic and supplemental Life
24 insurance, Long Term Disability insurance and Employee Assistance Program benefits with the Association
25 of Washington Cities Benefit Trust and further authorizes Pierce Transit to pay 100% of the premium for
26 these benefits for eligible employees and eligible dependents; and

27 Section 2. The Board of Commissioners authorizes amendments to the applicable subsections of
28 the Personnel Manual as presented in Exhibit 1 (Section 7.1 of the Personnel Manual) effective January 1,
29 2019; and

Section 3. The Board of Commissioners authorizes the Chief Executive Officer to develop and promulgate personnel policies and procedures to effectively administer this policy directive of the Board relating to employee benefits.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10th day of December 2018.

PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

7.1 Insurance Premiums

The Agency shall provide for such insurance plans as authorized by the Board of Commissioners for the following:

7.1.2 Medical, ~~hospital and~~ dental and vision coverage is authorized for regular employees and their eligible dependents in a regular and limited term employees who are scheduled to be employed for at least 90 days status and their eligible dependents. ~~Dependent coverage shall terminate at age 19 unless otherwise provided for in the health care plans.~~ The limits of such coverage shall be as prescribed by the insurance carriers, ~~and u~~Upon proper authorization from the employee, the employee's share of insurance premiums shall be deducted from the employee's ~~salaries~~wages.

7.1.5 Group life insurance, as follows:

A. ~~Fifty percent, or as budgeted, of the cost of premiums for employee~~ Group life insurance providing coverage is authorized for each eligible employees of the Agency and their eligible dependents electing to participate. The amount of insurance ~~provided enforced~~ will be one times the annual base salary for represented employees and two times the annual base salary for non-represented employees rounded up to the nearest one thousand dollars increment. Coverage limits for eligible employees and dependents will be as provided within the schedule of insurance and as determined by the insurer and the Agency.

~~B. Whenever, as of January 1 and July 1, the insured's annual basic salary exceeds the amount of insurance in force, the insurance coverage for the employee shall be raised to the next highest thousand dollars.~~

~~C.B.~~ Authority is also extended for the Agency to provide an optional supplemental group life insurance plan, the premiums for which shall be the sole responsibility of the participating employee.

7.1.7 ~~The Agency shall pay fifty percent, or as budgeted, of the cost of premiums for d~~Disability insurance coverage is authorized for non-represented eligible employees of the Agency. Benefits of the disability policy are as provided within the schedule of insurance and as determined by the insurer and the Agency.

7.1 Insurance Premiums

The Agency shall provide for such insurance plans as authorized by the Board of Commissioners for the following:

7.1.2 Medical, dental and vision coverage is authorized for regular employees and their eligible dependents and limited term employees who are scheduled to be employed for at least 90 days and their eligible dependents. The limits of such coverage shall be as prescribed by the insurance carriers. Upon authorization from the employee, the employee's share of insurance premiums shall be deducted from the employee's wages.

7.1.5 Group life insurance, as follows:

- A. Group life insurance coverage is authorized for eligible employees of the Agency and their eligible dependents. The amount of insurance provided will be one times the annual base salary for represented employees and two times the annual base salary for non-represented employees rounded up to the nearest one thousand dollars increment. Coverage limits for eligible employees and dependents will be as provided within the schedule of insurance and as determined by the insurer and the Agency.
- B. Authority is also extended for the Agency to provide an optional supplemental group life insurance plan, the premiums for which shall be the sole responsibility of the participating employee.

7.1.7 Disability insurance coverage is authorized for eligible employees of the Agency. Benefits of the disability policy are as provided within the schedule of insurance and as determined by the insurer and the Agency.

RESOLUTION NO. 2018-052

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Adopting the Annual Budget for
2 Fiscal Year 2019 Delegating Authority to the CEO to Purchase Otherwise Non-Budgeted Replacement Vehicles
3 in an Amount up to \$200,000 When Insurance Funds Cover the Cost of Replacement
4

5 WHEREAS, the Chief Executive Officer has prepared a preliminary budget for fiscal year 2019; and

6 WHEREAS, the Board of Commissioners of Pierce Transit has reviewed the preliminary budget at its
7 October 8, 2018 Special Study Session Meeting; and

8 WHEREAS, the Board of Commissioners of Pierce Transit held a public hearing on the preliminary budget
9 at its November 15, 2018 meeting; and

10 WHEREAS, the Board of Commissioners of Pierce Transit has now determined that the preliminary
11 budget provides for the efficient and effective delivery of public transportation services within the financial
12 capacity of Pierce Transit for 2019; and

13 WHEREAS, the Budget proposes service to provide 1,153,556 service hours for fixed route, SHUTTLE,
14 Vanpool and Sound Transit services, requiring a workforce of 985 positions; and

15 WHEREAS, there is occasionally a need to add fleet vehicles to the budget before the annual budget
16 cycle due to an accident causing property damage to the vehicle, the replacement of which is covered by
17 insurance proceeds, and delegating authority to the Chief Executive Officer to purchase replacement vehicles
18 with insurance proceeds out of budget cycle will help expedite the process; and

19 WHEREAS, Pierce Transit seeks to be an employer of choice in Pierce County, and a general wage
20 adjustment for non-represented employees should assist in hiring and retention of quality employees; 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 annual budget for Pierce Transit for Fiscal
23 Year 2019 which was reviewed by the Board of Commissioners in its final form and content and, by this
24 reference, incorporated herein as though fully set forth, and the same is hereby adopted as the annual
25 budget for Pierce Transit for Fiscal Year 2019.

26 Section 2. The summary of the total estimated expenditures and resources for the appropriations
27 are as follows:
28
29
30
31

	Expenditures	Resources
Appropriation before use of Fund Balance	\$ 342,138,785	\$ 274,378,107
Use of Reserves	-	67,760,678
Total Appropriation	<u>342,138,785</u>	<u>342,138,785</u>
Less Operating Transfers	<u>(37,411,962)</u>	<u>(37,411,962)</u>
Net Budget	<u>\$ 304,726,823</u>	<u>\$ 304,726,823</u>

Section 3. The Chief Executive Officer is hereby authorized to staff up to 985 positions.

Section 4. The Chief Executive Officer is hereby authorized to purchase otherwise non-budgeted replacement vehicles in an amount up to \$200,000, when insurance funds cover the cost of replacement

Section 5. The Board affirms continuing the Classification and Compensation Program for Non-Represented Positions with an annual maximum salary adjustment of 3% based on documented performance towards defined goals.

Section 6. A General Wage Adjustment of 2.6% effective January 1, 2019 is hereby authorized for non-represented employees.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 10th day of December 2018.

PIERCE TRANSIT

Nancy Henderson, Chair
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC
Clerk of the Board

TITLE: Adoption of the Annual Budget for Fiscal Year 2019
and Delegating Authority to the CEO to Purchase
Otherwise Non-Budgeted Replacement Vehicles in an
Amount up to \$200,000 When There is Property Damage
to the Vehicle and Insurance Funds Pay for the
Replacement

DIVISION: Finance

SUBMITTED BY: Brett Freshwaters, Executive Director of
Finance

RELATED ACTION:

FS 2013-036, Establishing a New Classification and Compensation System and a Rewards and Recognition Program for
Non-Represented Employees

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION

2019 Budget Appropriations

	Expenditures	Resources
Operating Budget		
Operating	\$ 149,151,085	\$ 64,923,123
Non-Operating	780,000	95,094,421
Operating Contributions	-	2,719,219
Operating Transfers	37,411,962	-
Use of Reserves	-	24,606,284
	<u>187,343,047</u>	<u>187,343,047</u>
Capital Budget		
Operating	151,734,408	74,159,382
Operating Transfers	-	34,559,654
Use of Reserves	-	43,015,372
	<u>151,734,408</u>	<u>151,734,408</u>
Insurance Budget		
Operating	3,061,330	70,000
Operating Transfers	-	2,852,308
Use of Reserves	-	139,022
	<u>3,061,330</u>	<u>3,061,330</u>
Total Appropriations	342,138,785	342,138,785
Less Operating Transfers	<u>(37,411,962)</u>	<u>(37,411,962)</u>
Net Budget	\$ 304,726,823	\$ 304,726,823

BACKGROUND:

The 2019 Budget has been submitted and reviewed by the Board of Commissioners at a Study Session on 10/8/2018 and Public Hearing on 11/15/2018.

The 2019 Budget is ready for adoption. The budget is balanced, sustainable, and meets Board-adopted reserve requirements. The Agency's budget is \$342,138,785. Of this amount, \$37,411,962 represents internal transfers, leaving a net budget of \$304,726,823. The three components that make up this amount are the Operating Budget (55%), Capital Budget (44%), and Insurance Budget (1%).

The budget includes Pierce Transit fixed route service hours totaling 500,130. Specialized Transportation (SHUTTLE) hours are budgeted at 167,218. Vanpool service hours are budgeted at 150,000. Pierce Transit anticipates providing 336,208 service hours for Sound Transit Regional Transit Service.

To provide the projected levels of service, the 2019 Budget includes 985 positions and 964.75 full-time equivalent employees (FTEs). Four new positions include three that are in direct support of safety and service and one in support of communications. The budget has a wage increase pool of 4.3%, which includes performance-based and general wage adjustments for non-represented employees, as well as step and COLA increases for represented employees, per the terms of the applicable collective bargaining agreement.

Capital projects for 2019 are budgeted at \$151,734,408. Approved but unspent projects are carried over to the following budget year. The 2019 budget contains \$71,525,331 of prior year budgeted funds (carryover). Included are funds for vehicles, facilities, technology, and administrative and maintenance equipment.

The insurance budget of \$3,061,330 includes workers' compensation costs of \$2,936,330 and unemployment costs of \$125,000.

A new item added to the budget resolution provides the CEO authority to purchase non-budgeted replacement vehicles in an amount up to \$200,000, when there is property damage totaling the vehicle and insurance funds pay for the replacement. This will provide a more streamlined process to allow for purchase of replacement vehicles due to unforeseen events occurring before the annual budget cycle, and this authority aligns with the CEO's existing \$200,000 purchasing authority for non-capital project items.

STAFF RECOMMENDATION:

Authorize adoption of the Annual Budget for fiscal year 2019 as presented at the October 8, 2018 Board of Commissioners' Study Session and Public Hearing on November 15, 2018 Board of Commissioners' Meeting. Further, authorize the CEO to purchase replacement vehicles in an amount up to \$200,000, when there is property damage to the vehicle and insurance funds pay for the replacement.

ALTERNATIVES:

Modify the budget. The Board may at any time throughout the budget year make modifications to the budget. Do not grant the CEO authority to purchase replacement vehicles in an amount up to \$200,000 when there is property damage to the vehicle and insurance funds pay for the replacement.

PROPOSED MOTION:

Approve Resolution No. 2018-052, adopting the Annual Budget for Fiscal Year 2019 with attendant wage adjustments and approval of 985 positions as presented therein and further authorize the CEO to purchase replacement vehicles in an amount up to \$200,000, when there is property damage to the vehicle and insurance funds pay for the replacement.

TITLE: A Resolution Approving the Community & Technical College Student Bus Pass Program and Delegating Authority to the Chief Executive Officer to Enter Into and Execute any Future Agreements Pursuant to the Community & Technical College Student Bus Pass Program

DIVISION: Planning & Community Development

SUBMITTED BY: Sharon Stockwell, Senior Employer Services Coordinator

RELATED ACTION: N/A

ATTACHMENTS:

RELATION TO STRATEGIC PLAN: Customer

Proposed Resolution
Exhibit A, Student Bus Pass Program Description
Exhibit B, Student Bus Pass Program Agreement

BUDGET INFORMATION: N/A

BACKGROUND:

Pierce Transit launched a Pilot Student Bus Pass Program with Community and Technical Colleges in Pierce County in April 2017. The program sought to build Pierce Transit ridership, support economic development via access to post high school education, and assist low income and minority populations reaching continuing education opportunities. A Pierce Transit bus pass was provided to all eligible students at a highly discounted rate to engage their interest in riding public transportation and provide the easiest possible access to our services.

Clover Park Technical College was the first college to partner with Pierce Transit, followed by Tacoma Community College, and most recently Pierce College Puyallup. The Pilot began with students affixing a quarterly sticker to their Student ID cards and using the card as a flash pass to ride Pierce Transit service. Now all students are using ORCA cards loaded with a Pierce Transit bus pass to ride Pierce Transit service.

The Pilot has been well received and utilized. Annual ridership ranged from 52,500 boardings at Clover Park Technical College to an estimated 196,00 boardings at Tacoma Community College. The annual cost for the Pilot program was offered at a flat rate based on the total number of Full Time Equivalent Students (FTES) at each college. Both Clover Park Technical College and Tacoma Community College were charged \$30,000 annually (\$5.88-\$6.83 per student). Pierce College Puyallup's annual pricing was \$15,000 (\$7.35 per student.)

Annual Pilot Program Pricing

# Eligible Students	Annual	Quarterly
> 1,000	\$5,000	\$1,250
1,001-2,500	\$15,000	\$3,750
2,501-5,000	\$30,000	\$7,500
5,001-7,500	\$45,000	\$11,250
7,501-10,000	\$60,000	\$15,000

Pierce Transit and the participating colleges desire to continue offering the discounted student pass program on a permanent basis. When evaluating the Pilot, however; the Executive team determined the Pilot pricing at \$.12 - \$.52 average fare per boarding was too low to sustain a permanent program. As a result, staff developed a new pricing methodology which is based on total number of Full Time Equivalent Students (FTES) as well as a rate per student. The rate per student is dependent on the level of transit service at the college.

5 or more routes serving location = \$12 per student;

3-4 routes serving location = \$10 per student; and

1-2 routes serving location = \$8 per student

With this new pricing methodology, Tacoma Community College will pay \$12 per student, Clover Park Technical College will pay \$10 per student, and Pierce College Puyallup will pay \$8 per student. This new pricing is more equitable due to the level of transit service available to students. It is also still highly discounted for this population but allows Pierce Transit to recover some revenue to offset costs. (Pricing methodology is described in full in Exhibit A.)

Staff is also working with the vendor, Hopthru, to identify an easier way for students to access their bus passes. Rather than pick up a new ORCA card each quarter, students will receive their bus pass via a mobile phone application. Student eligibility is determined each academic quarter and the bus pass will be activated if the student is eligible. Pierce College Puyallup will be the first college to begin testing and using the Hopthru mobile phone application beginning January 1, 2019. Tacoma Community College and Clover Park Technical College will continue using ORCA cards until the test period is complete and the Hopthru application is available for them to use.

STAFF RECOMMENDATION:

Staff recommends that the Board of Commissioners approve the Community & Technical College Student Bus Pass Program and delegate authority to the CEO to enter into and execute any future agreements pursuant to the Community & Technical College Student Bus Pass Program.

ALTERNATIVES:

Do not approve the Community & Technical College Student Bus Pass Program. This is not recommended as the colleges currently offering the Student Bus Pass Program would have to take away the benefit offered to students. Students would then have to pay full retail value for a monthly bus pass.

PROPOSED MOTION:

Approve Resolution 2018-055, approving the Community & Technical College Student Bus Pass Program and delegating authority to the Chief Executive Office to enter into and execute any future agreements pursuant to the Community & Technical College Student Bus Pass Program.

RESOLUTION NO. 2018-055

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Approving the Community & Technical College
2 Student Bus Pass Program and Delegating Authority to the Chief Executive Officer to Enter Into and Execute
3 Community & Technical College Student Bus Pass Agreements with Eligible Schools
4

5 WHEREAS, Pierce Transit and Community and Technical Colleges in Pierce County identified a need for
6 customized transit passes for students; and

7 WHEREAS, Pierce Transit launched a Pilot Student Bus Pass Program with Community and Technical
8 Colleges ("Pilot") in Pierce County in April 2017, seeking to build ridership, support economic development via
9 access to post high school education, and assist low income and minority populations; and

10 WHEREAS, During the Pilot, a Pierce Transit bus pass was provided to all eligible students at a steeply
11 discounted rate to engage student interest in riding public transportation and provide the easiest possible
12 access to transit services; and

13 WHEREAS, the annual cost for the Pilot was offered at a flat rate based on the total number of Full
14 Time Equivalent Students (FTES) at each college; and

15 WHEREAS, Pilot pricing at an average of \$6.00 annually per student is too low to sustain a permanent
16 program; and

17 WHEREAS, a new pricing methodology has been developed based on total number of Full Time
18 Equivalent Students (FTES) as well as a rate per student dependent on the level of transit service at the
19 participating college; and

20 WHEREAS, the new rates are \$12.00, \$10.00, or \$8.00 annually per student, dependent on the level
21 of transit service at the college, which is more equitable, still highly discounted for the college, and allows
22 Pierce Transit to recover revenue to offset costs.

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

24 Section 1. The Board of Commissioners approves the Community & Technical College Student Bus
25 Pass Program as described in Exhibit A; and

26 Section 2. The Board of Commissioners hereby delegates authority to the Chief Executive Officer to
27 enter into and execute Community & Technical College Student Bus Pass Agreements for eligible schools in
28 substantially the same form as Exhibit B hereto.

1
2
3
4
5 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on
6 the 10th day of December 2018.

7 PIERCE TRANSIT

8
9
10 _____
11 Nancy Henderson, Chair
12 Board of Commissioners
13

14 ATTEST/AUTHENTICATED

15
16 _____
17 Deanne Jacobson, CMC
18 Clerk of the Board

Community & Technical College Student Bus Pass Program



Exhibit A

Program Description:

The Community and Technical College Student Bus Pass Program seeks to build Pierce Transit ridership, support economic development via access to post high school education, and assist low income and minority populations reaching continuing education opportunities. Community and technical colleges are affordable not-for-profit higher education institutions. An analysis of Education Longitudinal Study data showed that 44 percent of low-income students (those with family incomes less than \$25,000 per year) attend community colleges as their first college after high school. The same analysis found that 50 percent of Hispanic students start at a community college, along with 31 percent of African American students, in comparison to 28 percent of white students beginning at community colleges. Additionally a survey of first-time college students data indicates that among first-time college students with family incomes of \$32,000 or less, 57 percent started at a two-year or less-than-two-year college rather than at a four-year institution.

A requirement for the annual Community & Technical College Student Bus Pass Program is that the college will make a local Pierce Transit bus pass available to every eligible student. An eligible student is defined as a Full Time Equivalent Student (FTES).

Annual Program Pricing:

Annual program pricing is determined by the total number of FTE students at a rate per student. The rate per student is dependent on the level of transit service at the college.

5 or more routes serving location = \$12 per student;

3-4 routes serving location = \$10 per student;

1-2 routes serving location = \$8 per student

In addition, a 7.5% annual fee will be charged for the use of Hopthru services.

Pricing Example:

# Students	Rate	Transit Cost	Total Cost
3000	\$12	\$36,000	\$38,700
2500	\$10	\$25,000	\$26,875
2000	\$8	\$16,000	\$17,200

Eligibility Requirements: The Community or Technical College

- is located adjacent to existing Pierce Transit fixed route bus services.
- agrees to an annual program making available a local Pierce Transit pass to all Full Time Equivalent Students (FTES) every academic quarter.
- agrees to notify students of this annual pass program.
- must be a member of the WA State Board for Community and Technical Colleges.
- This program does not include transfer rights to other transit agencies.

**Agreement for Community & Technical College Student Bus Pass Program
between
College and Pierce Transit**

This agreement (“Agreement”) is made by and between Pierce County Public Transportation Benefit Area Corporation (“Pierce Transit”) and _____ (“College”), a public institute of higher education, either of which may be referred to herein as “Party” or together as the “Parties.”

RECITALS

Whereas, Pierce Transit and College have identified a need for customized transit passes for College students; and

Whereas, both Parties seek to provide more transportation options to students attending College and to increase transit ridership; and

Whereas, providing a bus pass to each Eligible Student and providing educational information about alternative modes of transportation should incentivize students to ride transit; and

Whereas, through the Community & Technical College Student Bus Pass Program (“the Program”), discounted local bus passes will be available to all Eligible Students enrolled at College pursuant to the terms of this Agreement; and

Whereas, the Parties desire to enter into an agreement for on the following terms and conditions.

Now therefore, the Parties agree as follows:

1. PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to establish the terms and conditions to provide discounted local bus passes to students at College. The Program is described in Attachment A which is attached hereto. 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, determining eligibility, and terminating the Project.

2. DEFINITION

Eligible Students: As used herein, the term “Eligible Students” means Full Time Equivalent Students (FTES) who are currently enrolled at College. Eligibility is granted for an academic term and is to be determined and verified by College.

3. PIERCE TRANSIT’S RESPONSIBILITIES

- 3.1 Pierce Transit will provide discounted student passes for local transit service (“the Pass” or “Passes”) as described in Attachment A.

- 3.2 Pierce Transit will allow students with a Pass to ride Pierce Transit fixed local routes or SHUTTLE service and will not require any additional payment by a Pass holder for these services.

4. COLLEGE'S RESPONSIBILITIES

- 4.1 College will pay its financial share of the Program as described in Attachment A.
- 4.2 College will be responsible for determining student eligibility for the Program.
- 4.3 College will make available a transit pass to Eligible Students registered for the quarter the Pass is valid. College will be responsible for confirming the student's eligibility.

5. COST OF SERVICE

The costs applicable to this Agreement are specified in Attachment 1. Cost to the College for this Program is based on on the level of transit service to main location, the total number of Full Time Equivalent Students and the service fee for using the Pierce Pay mobile payment application,.

6. TERM OF AGREEMENT

This Agreement shall take effect upon the effective date specified in Attachment 1. Unless modified or amended in accord with Section 9 or terminated in accordance with Section 10, this Agreement shall expire on the last day of the Program Term specified in Attachment 1.

7. INVOICES/PAYMENT PROCEDURES

- 7.1 Pierce Transit will invoice College on an agreed-upon schedule as outlined in Attachment A for College's financial obligation for the Passes and other applicable fees.
- 7.2 The pricing summary will be in place through the term of this agreement as shown in Attachment A.
- 7.3 College shall make payment within thirty (30) days after receipt of a correct invoice.

8. INDEMNIFICATION AND LEGAL RELATIONS

- 8.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.

- 8.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.
- 8.3 Each Party shall defend, indemnify and hold harmless the other Party, its 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 sole or proportionate concurrent negligent acts or omissions or the performance of this Agreement. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 8.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or in equity.
- 8.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Pierce County, Washington or the United States District Court of the Western District of Washington, located in Tacoma, Washington, shall have jurisdiction and venue, as provided by law, over any legal action arising under this Agreement.
- 8.6 The provisions of this section shall survive any termination of this Agreement.

9. CHANGES AND MODIFICATIONS

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

10. TERMINATION OF AGREEMENT

Any of the Parties may terminate this Agreement without financial penalty, in whole or in part, for any reason provided, however, the Party terminating the Agreement must give notice of termination at least fourteen (14) calendar days prior to the start of the next academic Quarter to allow both parties' to have appropriate notice to stakeholders and students of the termination of the Program. Such termination must be by written notice delivered by certified mail, return receipt requested, of intent to terminate to the contact listed in Section 17 herein.

11. FORCE MAJEURE

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

12. WAIVER OF DEFAULT

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

13. ASSIGNMENT

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

14. NO THIRD-PARTY BENEFICIARIES

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

15. MUTUAL NEGOTIATION AND CONSTRUCTION

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

16. ALL TERMS AND CONDITIONS

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

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

17. CONTACT PERSONS

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

	College
Contact Name	
Organization	
Title	
Address	
Telephone	
E-Mail	

	Pierce Transit
Contact Name	
Title	
Address	
Telephone	
Fax	
E-Mail	

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

18. EFFECTIVE DATE. This Agreement shall take effect when it is signed by all the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the _____ day of _____, 2019.

**CLOVER PARK TECHNICAL
COLLEGE**

PIERCE TRANSIT

By: _____
Name

By: _____
Sue Dreier

Title: _____
Date: _____

Title: Chief Executive Officer
Date: _____

Attachment A

(Enter College Name_____)

Student Bus Pass Program**Program Term: January 1, 2019 – December 31, 2019****Program Description:**

The Community & Technical College Student Bus Pass Program between Pierce Transit and College is a program to introduce public transportation services to College's students by providing easy and convenient access to students. The program seeks to build Pierce Transit ridership, support economic development via access to post high school education, and assist low income and minority populations reaching continuing education opportunities.

Using the Pierce Pay mobile phone application, a transit pass will be made available to all College's enrolled and eligible students each quarter.

Eligible Students

Eligible Students are Full Time Equivalent Students (FTES) who are currently enrolled at College. Eligibility is granted for an academic term and is to be as determined and verified by College

Annual Program Pricing

Annual Program pricing is determined by the total number of Full Time Equivalent Students (FTES) at a certain rate per student. The rate per student is dependent on the level of transit service at College's main location. In addition, a 7.5% fee will be charged for the use of the Pierce Pay mobile phone application service.

Level of Transit Service at College's Location:

5 or more routes serving location = \$12 per student

3-4 routes serving location = \$10 per student

1-2 routes serving location = \$8 per student

Pricing Summary for College:

Full Time Equivalent students: _____

Rate per student: \$ _____

Pass Cost: \$ _____ (# of FTES x Rate/student)

+7.5% Pierce Pay fee \$ _____

Total Program Cost \$ _____

Program Summary:

- Pierce Transit fixed route service for all enrolled and eligible College students
 - Location 1:
 - Location 2 (if more than one location):
- 2 payments/net 30
 - Payment 1 (Winter, Spring Quarters 2019): due June 1, 2019
 - Payment 2 (Summer, Fall Quarters 2019): due Dec. 1, 2019