

## Agenda

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### **Call to Order**

### **Pledge of Allegiance**

### **Roll Call**

### **Presentations**

1. July 2019 Operator of the Month ~ Summerlyn Clausen  
Scott Gaines  
Transit Operator Assistant Manager
2. 2019 Recognition of Second Quarter Award Recipients  
Larry Delgado  
Learning and Development 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.)*

1. Approval of Vouchers, August 1, 2019
2. Minutes: July 8, 2019 Regular Board Meeting
3. 2019 Second Quarter Sole Source Report and Contracts over 100K
4. FS 2019-047, Ratification of the Declaration of Emergency Executed on May 16, 2019 and Related Contract with Fence Specialists for Conducting Emergency Repairs to the Building 4 Perimeter Fencing
5. FS 2019-048, Ratification of the Declaration of Emergency Executed on July 9, 2019 and Related Contract with Guardian Security Group for Conducting Emergency Repairs to the Building 5 Entrance Gate Controller

### **Action Agenda**

1. FS 2019-042, (Presentation) Authorizing the CEO to Execute a Funding Agreement Providing for Sound Transit to Contribute Funds to Pierce Transit for Bus Capital Enhancements for Speed, Reliability, and  
Tina Lee  
Planning Manager

Convenience along Pacific Avenue/State Route 7  
Corridor Bus Rapid Transit Project

- |  |   |
|--|---|
| 2. FS 2019-043, (Presentation) Authority to Execute a Contract with WSP, USA for Architectural and Engineering Services for the Design and Construction Support for the Proposed Bus Rapid Transit Pacific Avenue/State Route 7 Project Corridor Bus Rapid Transit Project   | Tina Lee<br>Planning Manager                |
| 3. FS 2019-044, (Presentation) Amending the 2019 Capital Budget to Add Additional Funding to Complete the Documented Categorical Exclusion, as Required by the FTA, for the Pacific Avenue/SR 7 Bus Rapid Transit Project  | Tina Lee<br>Planning Manager                |
| 4. FS 2019-045, Authorizing the Chief Executive Officer to Execute the System Expansion Transit Integration Agreement between Sound Transit and Pierce Transit and Task Order 1 for Sound Transit System Expansion Projects  | Tina Lee<br>Planning Manager                |
| 5. FS 2019-046, (Presentation) Authorization to Operationalize a Program to Sell Paper One Ride Tickets and All Day Passes to Certified, Registered 501(c)(3) Not-for-Profit Human Service Agencies at a Fifty Percent Discount Effective September 1, 2019, and Authorizing Related Housekeeping Code Amendments to Section 3.72.010 – Definitions and Adding a New Section 3.72.035 – Certified, Registered 501 (c)(3) Not-for-Profit Human Services Agencies Operationalize 501C-3 Bus Pass Program | Kathy Walton<br>Marketing Assistant Manager |

**Staff Updates/Discussion**

- |                 |            |
|-----------------|------------|
| 1. CEO's Report | Sue Dreier |
|-----------------|------------|

**Informational Board Items**

- |  |  |
|--|--|
| 1. Chair Report                            | Chair Woodards                           |
| 2. Sound Transit Update                    | Commissioners Keel, Dammeier or Woodards |
| 3. PSRC Transportation Policy Board Update | Commissioner Anderson                    |
| 4. Commissioners' Comments                 | Any Commissioner                         |

**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.



# Consent Agenda

**PIERCE TRANSIT**  
**Payments Over \$50,000**  
**Payments From: Jul 1, 2019 to Jul 31, 2019**  
**August 1, 2019**

Payment Numbers CK 00370015 through CK 00370486  
 Wire Numbers EFT 00002525 through EFT 00002562  
 Advance Travel Numbers CK 00001426 through CK 00001427

**CASH & INVESTMENT TOTAL: Due to the financial system conversion we are  
 unable to retrieve the cash & investment balance at this time.**

Payments in Excess of \$50,000 are as follows:

Operating Fund				
	Check	Vendor	Item/Service	Amount
CHK	00370024	BRIDGESTONE AMERICA	DAMAGED TIRES 05/19	64,983.53
CHK	00370127	AGREEYA SOLUTIONS, INC.	SUPP AGREE 06/19-06/20	50,000.00
CHK	00370254	VOYAGER FLEET SYSTEMS INC	VANPOOL FUEL 07/01/19	80,290.16
CHK	00370275	ATU LOCAL 758 CORP	EMP DED PP15 2019	51,323.10
CHK	00370341	MULTICARE HEALTH SYSTEM	ADHE SVC 06/19	60,022.83
CHK	00370374	THE AFTERMARKET PARTS CO LLC	MISC INVENTORY PARTS	51,811.32
CHK	00370403	COST MANAGEMENT SERVICES INC	CNG USAGE 06/19	73,334.10
EFT	00002527	GREAT WEST RETIREMENT	PP 14 2019 EMPOWER	76,959.96
EFT	00002528	ICMA RETIREMENT	PP 14 2019 ICMA	186,620.99
EFT	00002536	AWC	AWC BGLI JULY 2019	1,180,312.30
EFT	00002538	SOUND TRANSIT	ST FAREBOX JUNE 2019	135,671.50
EFT	00002540	GREAT WEST RETIREMENT	PP 15 2019 EMPOWER	75,561.31
EFT	00002541	ICMA RETIREMENT	PP 15 2019 ICMA	188,663.92
EFT	00002548	ASSOCIATED PETROLEUM	DIESEL USAGE	172,768.03
EFT	00002550	FIRST TRANSIT	FIRST TRANSIT FAREBOX JUNE 2019	489,970.01
<b>Payments for Fund 1 Total</b>				<b>2,938,293.06</b>
Capital Fund				
	Check	Vendor	Item/Service	Amount
CHK	00370015	AGREEYA SOLUTIONS, INC.	PROF SVC SHAREPOINT REDESIGN	69,218.00
CHK	00370127	AGREEYA SOLUTIONS, INC.	PROF SVC SHAREPT REDES 06/19	41,530.80
CHK	00370436	NORTHEAST ELECTRIC, LLC	REAL-TIME SIGNAGE PROJECT	216,995.84
CHK	00370439	OLYMPIC PENINSULA CONSTR	CONSTRUCT LMTC 05/25-06/21/19	110,218.53
EFT	00002535	NORTHWEST BUS SALES INC.	TROLLEY PURCHASE	386,850.00
EFT	00002537	HUITT-ZOLLARS INC.	PROFSVC PKG IMPR 05/31/19	104,126.77
EFT	00002559	SUPERION LLC	CONS SVC O/S 05/31/19	66,361.96
<b>Payments for Fund 9 Total</b>				<b>995,301.90</b>
<b>Total Payments in Excess of \$50,000.00</b>				<b>3,933,594.96</b>

Pierce Transit  
Payments  
Payments July,1 2019 through July 31, 2019  
August 1, 2019

Bank ID	Check Number	Check Da	Amount	Vendor Name
01	CHK 00370015	43649	69,218.00	AGREEYA SOLUTIONS, INC.
01	CHK 00370016	43649	429.78	ALEXANDRA MATHER
01	CHK 00370017	43649	84.78	ANGI ENERGY SYSTEMS
01	CHK 00370018	43649	42.15	ANIXTER
01	CHK 00370019	43649	1,000.97	ASSOCIATED PETROLEUM
01	CHK 00370020	43649	266.59	AT&T
01	CHK 00370021	43649	2,275.00	ATU LOCAL 758 CORP
01	CHK 00370022	43649	13,095.51	ATWORK! COMMERCIAL ENTERPRISES
01	CHK 00370023	43649	4,633.09	BATTERY SYSTEMS
01	CHK 00370024	43649	64,983.53	BRIDGESTONE AMERICA
01	CHK 00370025	43649	498.50	CALIFORNIA STATE DISBURSEMENT
01	CHK 00370026	43649	1,191.30	CHAPTER 13 TRUSTEE
01	CHK 00370027	43649	811.67	CHILD SUPPORT ENFORCEMEN
01	CHK 00370028	43649	339.95	CHRISTINE BARRY
01	CHK 00370029	43649	693.66	CITY OF PUYALLUP
01	CHK 00370030	43649	413.42	CLF WAREHOUSE
01	CHK 00370031	43649	5,918.34	COLONIAL SUPPLEMENTAL LIFE
01	CHK 00370032	43649	88.58	COMCAST
01	CHK 00370033	43649	88.58	COMCAST
01	CHK 00370034	43649	270.64	COMCAST
01	CHK 00370035	43649	238.58	COMCAST
01	CHK 00370036	43649	899.69	COMMERCIAL BRAKE & CLUTCH
01	CHK 00370037	43649	57.51	COMM ON POLITICAL EDUCATION
01	CHK 00370038	43649	2,667.75	CUMMINS INC
01	CHK 00370039	43649	256.00	DARYL EIDINGER
01	CHK 00370040	43649	75.00	DSHS
01	CHK 00370041	43649	10,343.00	ELTEC SYSTEMS LLC
01	CHK 00370042	43649	50.00	EMPLOYMENT SECURITY DEPA
01	CHK 00370043	43649	1,794.00	EQUALUS
01	CHK 00370044	43649	377.88	FINISHMASTER, INC
01	CHK 00370045	43649	121.70	FRUITLAND MUTUAL WATER COMPANY
01	CHK 00370046	43649	661.29	GENES TOWING CORP
01	CHK 00370047	43649	1,236.85	GENFARE
01	CHK 00370048	43649	18.13	GILCHRIST CHEVROLET
01	CHK 00370049	43649	28,983.75	GILLIG LLC
01	CHK 00370050	43649	1,360.30	GRAINGER
01	CHK 00370051	43649	1,923.05	GROENEVELD LUBRICATION SOLUTIO
01	CHK 00370052	43649	384.65	GUARDIAN SECURITY GROUP INC
01	CHK 00370053	43649	328.33	HERITAGE-CRYSTAL CLEAN LLC
01	CHK 00370054	43649	70.48	HORIZON IRRIGATION AND TURF SO
01	CHK 00370055	43649	708.75	IAM & AW
01	CHK 00370056	43649	47.45	IDAHO CHILD SUPPORT RECEIPTING
01	CHK 00370057	43649	870.00	INTERNAL REVENUE SERVICE
01	CHK 00370058	43649	4,747.68	JANEK CORPORATION
01	CHK 00370059	43649	407.27	JOHNSON CONTROLS
01	CHK 00370060	43649	14,203.08	JENCO DEVELOPMENT
01	CHK 00370061	43649	26.28	KELVIN BERRING
01	CHK 00370062	43649	128.00	KENT KEEL
01	CHK 00370063	43649	3,420.68	KING COUNTY FINANCE
01	CHK 00370064	43649	218.13	LAKEVIEW LIGHT & POWER CO
01	CHK 00370065	43649	633.02	LARSEN SIGN COMPANY
01	CHK 00370066	43649	258.48	LARSON DODGE
01	CHK 00370067	43649	236.05	LAURA NAKAMURA
01	CHK 00370068	43649	1,093.81	LOWE'S COMPANIES INC
01	CHK 00370069	43649	1,713.35	LUMINATOR MASS TRANSIT LLC
01	CHK 00370070	43649	509.94	LYTX INC
01	CHK 00370071	43649	14,268.40	MACHINISTS HEALTH &
01	CHK 00370072	43649	1,425.92	MALLORY SAFETY & SUPPLY LLC
01	CHK 00370073	43649	191.92	MARK ELDRIDGE
01	CHK 00370074	43649	1,449.23	MICHAEL G MALAIER
01	CHK 00370075	43649	3,192.40	MOHAWK MFG & SUPPLY
01	CHK 00370076	43649	95.54	MOOD MEDIA
01	CHK 00370077	43649	134.90	MUNCIE RECLAMATION & SUPPLY CO
01	CHK 00370078	43649	136.40	NH DEPT OF H & HS
01	CHK 00370079	43649	449.90	NORBAR TORQUE TOOLS
01	CHK 00370080	43649	155.70	NORTHWEST FASTENERS
01	CHK 00370081	43649	1,744.60	NORTHWEST IAM BENEFIT TRUST
01	CHK 00370082	43649	7,714.58	NORTHWEST PUMP & EQUIPMENT CO
01	CHK 00370083	43649	25.62	NORTHWEST WIRE ROPE & SLING CO
01	CHK 00370084	43649	1,086.03	NYS CHILD SUPPORT PROCESSING
01	CHK 00370085	43649	13,942.24	PACIFIC POWER PRODUCTS
01	CHK 00370086	43649	322.43	PLATT ELECTRIC SUPPLY
01	CHK 00370087	43649	578.70	PUGET SOUND ENERGY
01	CHK 00370088	43649	945.90	R E AUTO ELECTRIC

01	CHK	00370089	43649	1,227.68 REFRIGERATION SUPPLY DIST
01	CHK	00370090	43649	4,091.05 REX PEGG FABRICS INC
01	CHK	00370091	43649	18.66 RON JONES POWER EQUIPMENT INC
01	CHK	00370092	43649	843.30 RPAI US MANAGEMENT LLC
01	CHK	00370093	43649	331.04 SEATTLE AUTOMOTIVE DIST.
01	CHK	00370094	43649	416.08 SHERWIN-WILLIAMS (LKWD, CEDR)
01	CHK	00370095	43649	245.87 SHERWIN-WILLIAMS (S TAC WAY)
01	CHK	00370096	43649	38,226.96 SIGNDOG
01	CHK	00370097	43649	155.71 SIX ROBBLEES INC
01	CHK	00370098	43649	1,448.00 SM STEMPER ARCHITECTS PLLC
01	CHK	00370099	43649	89.46 SNAP-ON TOOLS - Robert Mustain
01	CHK	00370100	43649	507.81 SNIDER ENERGY
01	CHK	00370101	43649	9,315.00 SOURCE PANEL
01	CHK	00370102	43649	373.56 SOUTH TACOMA GLASS
01	CHK	00370103	43649	208.76 STANDARD PARTS CORP
01	CHK	00370104	43649	2,757.48 STAPLES
01	CHK	00370105	43649	20,018.29 STRATAGEN SYSTEMS, INC.
01	CHK	00370106	43649	534.47 STREICH BROTHERS INC
01	CHK	00370107	43649	11.02 SUPERIOR SAW & SUPPLY, INC.
01	CHK	00370108	43649	4,585.31 TACOMA COMMUNITY COLLEGE
01	CHK	00370109	43649	444.02 TACOMA DODGE CHRYSLER JEEP
01	CHK	00370110	43649	225.00 TACOMA PIERCE COUNTY CHAMBER
01	CHK	00370111	43649	1,251.05 TACOMA SCREW
01	CHK	00370112	43649	335.00 TX CHILD SUPPORT SDU
01	CHK	00370113	43649	11,776.59 THE AFTERMARKET PARTS CO LLC
01	CHK	00370114	43649	2,478.15 THERMO KING NW INC
01	CHK	00370115	43649	71.70 TIMCO INC
01	CHK	00370116	43649	230.84 UHEAA
01	CHK	00370117	43649	414.89 UNIFIRST CORPORATION
01	CHK	00370118	43649	733.00 UNITED WAY OF PIERCE COUNTY
01	CHK	00370119	43649	1,423.14 VEHICLE MAINTENANCE PROGRAM
01	CHK	00370120	43649	3,317.52 VERIZON WIRELESS
01	CHK	00370121	43649	128.00 VICTORIA R WOODARDS
01	CHK	00370122	43649	54.00 WA ST DEPT OF ECOLOGY
01	CHK	00370123	43649	3,006.36 WALTER E NELSON CO.
01	CHK	00370124	43649	43.97 WESTERN FLUID COMPONENTS
01	CHK	00370125	43649	1,033.35 WESTERN PETERBILT
01	CHK	00370126	43649	169.57 WILLIAMS OIL FILTER
01	CHK	00370127	43657	91,530.80 AGREEYA SOLUTIONS, INC.
01	CHK	00370128	43657	73.01 AIRGAS-NOR PAC INC
01	CHK	00370129	43657	178.03 ALAN GARRISON (EMPLOYEE)
01	CHK	00370130	43657	1,574.30 ALLSTREAM
01	CHK	00370131	43657	455.40 ALPINE PRODUCTS INC
01	CHK	00370132	43657	709.95 APOLLO VIDEO TECHNOLOGY
01	CHK	00370133	43657	47.70 AT&T
01	CHK	00370134	43657	26.44 AT&T
01	CHK	00370135	43657	13,095.51 ATWORK! COMMERCIAL ENTERPRISES
01	CHK	00370136	43657	86.02 AUTO PLUS PARTS
01	CHK	00370137	43657	46.27 AUTOZONE
01	CHK	00370138	43657	143.80 AXLETECH\TRUCK TRAILER TRANSIT
01	CHK	00370139	43657	130.00 BIBEK BAJRACHARYA
01	CHK	00370140	43657	62.36 BLANCHARD AUTO ELECTRIC CO
01	CHK	00370141	43657	302.23 BRAND STRATOS
01	CHK	00370142	43657	203.32 BRATWEAR
01	CHK	00370143	43657	4,479.99 BRIOTIX
01	CHK	00370144	43657	222.42 BUNCE RENTALS INC
01	CHK	00370145	43657	71.35 CENTURY LINK
01	CHK	00370146	43657	59.38 CENTURY LINK
01	CHK	00370147	43657	617.62 CENTURY LINK
01	CHK	00370148	43657	204.47 CHEVRON PRODUCTS CO.
01	CHK	00370149	43657	486.19 CINTAS FIRE PROTECTION
01	CHK	00370150	43657	22,021.00 CITY OF FEDERAL WAY
01	CHK	00370151	43657	1,318.74 CITY TREASURER - TPU
01	CHK	00370152	43657	82.40 CLF WAREHOUSE
01	CHK	00370153	43657	155.57 COMCAST
01	CHK	00370154	43657	138.58 COMCAST
01	CHK	00370155	43657	153.53 COMCAST
01	CHK	00370156	43657	503.89 COMMERCIAL BRAKE & CLUTCH
01	CHK	00370157	43657	20,418.49 CONDUENT TRANSPORT SOLUTIONS
01	CHK	00370158	43657	1,345.97 CUDA WASHINGTON
01	CHK	00370159	43657	27,961.27 CUMMINS INC
01	CHK	00370160	43657	148.80 DAILY JOURNAL OF COMMERCE INC
01	CHK	00370161	43657	178.04 DANA BRUNDIGE
01	CHK	00370162	43657	30.00 DARREL DYER
01	CHK	00370163	43657	211.28 DATA SECURITY CORP
01	CHK	00370164	43657	10,600.64 DELL USA LP
01	CHK	00370165	43657	26,010.00 DISCOUNTECELL INC
01	CHK	00370166	43657	975.58 DM RECYCLING CO INC
01	CHK	00370167	43657	228.00 DRUG FREE BUSINESS
01	CHK	00370168	43657	5,000.00 ECONOMIC DEVELOPMENT BOARD
01	CHK	00370169	43657	32.41 ED ALBERTO (EMPLOYEE)
01	CHK	00370170	43657	86.35 ENRIQUE VARGAS
01	CHK	00370171	43657	3,397.50 RICK GEHRKE
01	CHK	00370172	43657	2,597.72 FINISHMASTER, INC

01	CHK	00370173	43657	2,357.45	FIRE & SAFETY EQUIPMENT COMPAN
01	CHK	00370174	43657	544.04	GTT COMMUNICATIONS
01	CHK	00370175	43657	547.99	GTT COMMUNICATIONS
01	CHK	00370176	43657	1,121.57	GTT COMMUNICATIONS
01	CHK	00370177	43657	3,527.70	GTT COMMUNICATIONS
01	CHK	00370178	43657	1,041.09	GENES TOWING CORP
01	CHK	00370179	43657	1,064.59	GILCHRIST CHEVROLET
01	CHK	00370180	43657	15,120.61	GILLIG LLC
01	CHK	00370181	43657	5,500.00	GORDON THOMAS HONEYWELL
01	CHK	00370182	43657	2,305.61	GRAINGER
01	CHK	00370183	43657	1,705.13	GREAT FLOORS COMMERCIAL SALES
01	CHK	00370184	43657	2,700.00	GREEN HOUSE DATA INC
01	CHK	00370185	43657	5,551.04	HAROLD LEMAY ENTERPRISES
01	CHK	00370186	43657	286.09	HAUGEN GRAPHICS
01	CHK	00370187	43657	845.00	HOME DEPOT CREDIT SERVICES
01	CHK	00370188	43657	2,111.73	HORIZON IRRIGATION AND TURF SO
01	CHK	00370189	43657	21,440.00	IPKEYS TECHNOLOGIES LLC
01	CHK	00370190	43657	11.00	JAMES C LONG
01	CHK	00370191	43657	90.33	JEREMY HIGGINS
01	CHK	00370192	43657	181.51	JOHN JACKSON
01	CHK	00370193	43657	185.95	KORUM FORD
01	CHK	00370194	43657	541.37	LAKEWOOD FORD
01	CHK	00370195	43657	203.40	LEMAY MOBILE SHREDDING
01	CHK	00370196	43657	3,660.91	MALLORY SAFETY & SUPPLY LLC
01	CHK	00370197	43657	1,373.75	MELLUM'S MOBILE SERVICE
01	CHK	00370198	43657	1,165.59	MOHAWK MFG & SUPPLY
01	CHK	00370199	43657	356.25	MOSS ADAMS LLP
01	CHK	00370200	43657	494.55	MOTOROLA SOLUTIONS, INC.
01	CHK	00370201	43657	5,291.00	MULTICARE CENTERS OF OCC
01	CHK	00370202	43657	350.07	MUNCIE RECLAMATION & SUPPLY CO
01	CHK	00370203	43657	128.00	NANCY HENDERSON
01	CHK	00370204	43657	52.39	O'REILLY AUTO PARTS
01	CHK	00370205	43657	64.52	OFFICE DEPOT CORP
01	CHK	00370206	43657	15,712.45	PACIFIC POWER PRODUCTS
01	CHK	00370207	43657	352.91	PACIFIC TORQUE
01	CHK	00370208	43657	17.47	PACIFIC WELDING SUPPLY INC
01	CHK	00370209	43657	770.00	PACIFICA LAW GROUP
01	CHK	00370210	43657	4,382.69	PARAMETRIX ENGINEERING
01	CHK	00370211	43657	277.34	PENINSULA LIGHT
01	CHK	00370212	43657	54.00	PHYLLIS RUX
01	CHK	00370213	43657	5,298.75	PIERCE COUNTY SEWER
01	CHK	00370214	43657	3,882.00	PIONEER HUMAN SERVICES
01	CHK	00370215	43657	170.74	PTBA PETTY CASH
01	CHK	00370216	43657	300.00	Q&A POLYGRAPH SERVICES
01	CHK	00370217	43657	1,989.00	QGAC INC (QUICKGIFTS)
01	CHK	00370218	43657	1,049.11	QUALITY PRESS
01	CHK	00370219	43657	4,125.04	R E AUTO ELECTRIC
01	CHK	00370220	43657	25.39	RAINIER SUPPLY
01	CHK	00370221	43657	436.13	RED WING SHOE STORE
01	CHK	00370222	43657	390.46	REFRIGERATION SUPPLY DIST
01	CHK	00370223	43657	128.00	ROBIN FARRIS
01	CHK	00370224	43657	19.77	RON JONES POWER EQUIPMENT INC
01	CHK	00370225	43657	128.00	RYAN MELLO
01	CHK	00370226	43657	75.53	SCHETKY NORTHWEST SALES INC
01	CHK	00370227	43657	2,424.40	SCHNEIDER-SIMPSON SHEET METAL
01	CHK	00370228	43657	28.00	SCOTT MILLS
01	CHK	00370229	43657	557.25	SEATTLE AUTOMOTIVE DIST.
01	CHK	00370230	43657	33.18	SHERWIN-WILLIAMS (LKWD, CEDR)
01	CHK	00370231	43657	3,271.95	SIMON AND COMPANY INC
01	CHK	00370232	43657	14,280.23	SMS CLEANING INC
01	CHK	00370233	43657	3,587.14	SNIDER ENERGY
01	CHK	00370234	43657	2,083.34	SOUTH SOUND TOGETHER
01	CHK	00370235	43657	210.00	SPECTRA LABORATORIES LLC
01	CHK	00370236	43657	757.02	STANDARD PARTS CORP
01	CHK	00370237	43657	890.70	STAPLES
01	CHK	00370238	43657	47.26	STEVEN J MILLER
01	CHK	00370239	43657	73.59	TACOMA DAILY INDEX
01	CHK	00370240	43657	729.33	TACOMA DODGE CHRYSLER JEEP
01	CHK	00370241	43657	60.94	TACOMA RUBBER STAMP & MARKING
01	CHK	00370242	43657	103.40	TACOMA SCREW
01	CHK	00370243	43657	1,922.61	TACOMA TROPHY
01	CHK	00370244	43657	73.63	TERMINIX COMMERCIAL
01	CHK	00370245	43657	110.20	TERMINIX COMMERCIAL
01	CHK	00370246	43657	110.20	TERMINIX COMMERCIAL
01	CHK	00370247	43657	182.93	TERMINIX COMMERCIAL
01	CHK	00370248	43657	25,234.32	THE AFTERMARKET PARTS CO LLC
01	CHK	00370249	43657	41.21	THE LINEUP
01	CHK	00370250	43657	3,558.65	TINY'S TIRE
01	CHK	00370251	43657	118.68	TRAVIS MCNIVEN
01	CHK	00370252	43657	918.12	ULINE
01	CHK	00370253	43657	6,010.06	UNIFIRST CORPORATION
01	CHK	00370254	43657	80,290.16	VOYAGER FLEET SYSTEMS INC
01	CHK	00370255	43657	3,751.58	WSDOT
01	CHK	00370256	43657	1,000.00	WASHINGTON SELF-INSURERS ASSOC



01	CHK	00370257	43657	2,071.88	WAXIE SANITARY SUPPLY
01	CHK	00370258	43657	44.98	WESCO AUTOBODY SUPPLY
01	CHK	00370259	43657	110.00	WEST PIERCE FIRE& RESCUE
01	CHK	00370260	43657	324.60	WESTERN FLUID COMPONENTS
01	CHK	00370261	43657	78.08	WESTERN PETERBILT
01	CHK	00370262	43657	489.43	WILLIAMS OIL FILTER
01	CHK	00370263	43657	21,108.35	WSP USA, INC.
01	CHK	00370264	43664	2,911.15	AEROFLEX WICHITA INC
01	CHK	00370265	43664	25.54	AGRISHOP ACE TACOMA
01	CHK	00370266	43664	208.21	ALLSTREAM
01	CHK	00370267	43664	4,682.60	AMAZON.COM CORPORATE CREDIT
01	CHK	00370268	43664	143.26	AMB TOOLS & EQUIPMENT
01	CHK	00370269	43664	111.71	AMERICAN AIR FILTER
01	CHK	00370270	43664	527.17	AMERICAN DRIVING RECORDS
01	CHK	00370271	43664	102.22	APOLLO VIDEO TECHNOLOGY
01	CHK	00370272	43664	1,992.60	ASSOCIATED PETROLEUM
01	CHK	00370273	43664	28.31	AT&T
01	CHK	00370274	43664	327.59	ATLAS SUPPLY INC
01	CHK	00370275	43664	51,323.10	ATU LOCAL 758 CORP
01	CHK	00370276	43664	1,212.96	AUDIT AND ADJUSTMENT COMPANY,
01	CHK	00370277	43664	11,513.25	AWC EMPLOYEE BENEFIT TRUST
01	CHK	00370278	43664	5,855.62	BATTERY SYSTEMS
01	CHK	00370279	43664	814.47	BENZ AIR ENGINEERING CO INC
01	CHK	00370280	43664	56.58	BRAUN CORPORATION
01	CHK	00370281	43664	498.50	CALIFORNIA STATE DISBURSEMENT
01	CHK	00370282	43664	7,373.12	CENTURY LINK
01	CHK	00370283	43664	1,191.30	CHAPTER 13 TRUSTEE
01	CHK	00370284	43664	811.67	CHILD SUPPORT ENFORCEMEN
01	CHK	00370285	43664	167.31	CINTAS FIRE PROTECTION
01	CHK	00370286	43664	6,220.80	CITY TREASURER - TPU
01	CHK	00370287	43664	303.00	CITY TREASURER POB 11367
01	CHK	00370288	43664	143.58	CLF WAREHOUSE
01	CHK	00370289	43664	88.53	COMCAST
01	CHK	00370290	43664	88.53	COMCAST
01	CHK	00370291	43664	9,136.66	COMCAST
01	CHK	00370292	43664	205.66	COMMERCIAL BRAKE & CLUTCH
01	CHK	00370293	43664	1,606.24	CONSOLIDATED ELECTRICAL DIST
01	CHK	00370294	43664	26,109.21	CUMMINS INC
01	CHK	00370295	43664	250.00	CYBERSOURCE CORP.
01	CHK	00370296	43664	89.00	DISH
01	CHK	00370297	43664	75.00	DSHS
01	CHK	00370298	43664	8,696.48	E-BUILDER INC
01	CHK	00370299	43664	3,805.00	EASTER SEALS WASHINGTON
01	CHK	00370300	43664	621.32	ECOLIGHTS NORTHWEST
01	CHK	00370301	43664	1,765.44	ELTEC SYSTEMS LLC
01	CHK	00370302	43664	50.00	EMPLOYMENT SECURITY DEPA
01	CHK	00370303	43664	31.04	FEDERAL EXPRESS CORP
01	CHK	00370304	43664	647.32	FINISHMASTER, INC
01	CHK	00370305	43664	74.18	FLEET MOBILE LUBE-WASH INC
01	CHK	00370312	43664	2,025.20	GENES TOWING CORP
01	CHK	00370313	43664	4,746.68	GENFARE
01	CHK	00370314	43664	16.09	GENSCO INC
01	CHK	00370315	43664	39.99	GILCHRIST CHEVROLET
01	CHK	00370316	43664	13,657.33	GALLS LLC
01	CHK	00370316	43664	22,828.57	GILLIG LLC
01	CHK	00370317	43664	976.35	GRAINGER
01	CHK	00370318	43664	406.63	HERC RENTALS INC
01	CHK	00370319	43664	1,235.72	HOLMES DISTRIBUTING
01	CHK	00370320	43664	47.45	IDAHO CHILD SUPPORT RECEIPTING
01	CHK	00370321	43664	477.68	INTELLICORP RECORDS INC
01	CHK	00370322	43664	870.00	INTERNAL REVENUE SERVICE
01	CHK	00370323	43664	15,544.00	IPKEYS TECHNOLOGIES LLC
01	CHK	00370324	43664	211.37	JANINE ROBINSON
01	CHK	00370325	43664	63.03	JERRY WALLE
01	CHK	00370326	43664	710.53	JOHNSTONE SUPPLY
01	CHK	00370327	43664	42.87	KAMAN INDUSTRIAL TECHNOLOGIES
01	CHK	00370328	43664	72.18	KEL-TECH PLASTIC INC
01	CHK	00370329	43664	88.79	KING COUNTY
01	CHK	00370330	43664	1,016.99	KORUM FORD
01	CHK	00370331	43664	886.56	LARSCO INC
01	CHK	00370332	43664	175.07	LAWSON PRODUCTS INC
01	CHK	00370333	43664	3,527.70	LEVEL 3 (CENTURY LINK)
01	CHK	00370334	43664	3,342.42	LEVEL 3 (CENTURY LINK)
01	CHK	00370335	43664	172.13	LUMINATOR MASS TRANSIT LLC
01	CHK	00370336	43664	1,491.75	MALLORY SAFETY & SUPPLY LLC
01	CHK	00370337	43664	263.68	MCGUIRE BEARING CO
01	CHK	00370338	43664	169.17	METAL SUPERMARKETS
01	CHK	00370339	43664	1,449.23	MICHAEL G MALAIER
01	CHK	00370340	43664	576.45	MOHAWK MFG & SUPPLY
01	CHK	00370341	43664	60,022.83	MULTICARE HEALTH SYSTEM
01	CHK	00370342	43664	194.65	MUNCIE RECLAMATION & SUPPLY CO
01	CHK	00370343	43664	3,000.00	NEWS TRIBUNE, THE
01	CHK	00370344	43664	136.40	NH DEPT OF H & HS
01	CHK	00370345	43664	1,086.03	NYS CHILD SUPPORT PROCESSING

01	CHK	00370346	43664	74.36	OFFICE DEPOT CORP
01	CHK	00370347	43664	4,661.74	PACIFIC POWER PRODUCTS
01	CHK	00370348	43664	487.33	PACIFIC TORQUE
01	CHK	00370349	43664	21,690.00	PETROCARD SYSTEMS INC
01	CHK	00370350	43664	46,901.05	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00370351	43664	290.47	PLATT ELECTRIC SUPPLY
01	CHK	00370352	43664	826.35	PRINT NW
01	CHK	00370353	43664	240.26	R E AUTO ELECTRIC
01	CHK	00370354	43664	38.47	RAINIER SUPPLY
01	CHK	00370355	43664	147.83	RED WING SHOE STORE
01	CHK	00370356	43664	260.82	REDDAWAY
01	CHK	00370357	43664	193.08	REFRIGERATION SUPPLY DIST
01	CHK	00370358	43664	240.59	SEATTLE AUTOMOTIVE DIST.
01	CHK	00370359	43664	277.39	SHERWIN-WILLIAMS (LKWD, CEDR)
01	CHK	00370360	43664	145.82	SIX ROBBLEES INC
01	CHK	00370361	43664	164.85	SNAP-ON TOOLS - Robert Mustain
01	CHK	00370362	43664	500.00	SOURCE PANEL
01	CHK	00370363	43664	346.19	SOUTH TACOMA GLASS
01	CHK	00370364	43664	531.38	STANDARD PARTS CORP
01	CHK	00370365	43664	144.52	STERICYCLE
01	CHK	00370366	43664	9,542.50	SUMMIT LAW GROUP PLLC
01	CHK	00370367	43664	278.61	T-MOBILE USA, INC
01	CHK	00370368	43664	938.46	TACOMA DODGE CHRYSLER JEEP
01	CHK	00370369	43664	19.34	TACOMA RUBBER STAMP & MARKING
01	CHK	00370370	43664	1,170.33	TACOMA SCREW
01	CHK	00370371	43664	413.75	TERRYBERRY MANUFACTURING JEWEL
01	CHK	00370372	43664	335.00	TX CHILD SUPPORT SDU
01	CHK	00370374	43664	51,811.32	THE AFTERMARKET PARTS CO LLC
01	CHK	00370375	43664	1,366.71	THERMO KING NW INC
01	CHK	00370376	43664	147.83	TIMOTHY BAKER
01	CHK	00370377	43664	48.09	TITUS-WILL TOYOTA
01	CHK	00370378	43664	6,369.46	UNIFIRST CORPORATION
01	CHK	00370379	43664	2,162.00	UNITED SITE SERVICES (Everson)
01	CHK	00370380	43664	733.00	UNITED WAY OF PIERCE COUNTY
01	CHK	00370381	43664	433.30	VEHICLE MAINTENANCE PROGRAM
01	CHK	00370382	43664	1,783.48	WA ST DEPT OF REVENUE
01	CHK	00370383	43664	10,154.90	WALKER MACY LLC
01	CHK	00370384	43664	335.37	WAXIE SANITARY SUPPLY
01	CHK	00370385	43664	311.20	WESTERN FLUID COMPONENTS
01	CHK	00370386	43664	2,234.87	WESTERN PETERBILT
01	CHK	00370387	43664	214.51	WILLIAMS OIL FILTER
01	CHK	00370388	43664	3,518.77	XEROX FINANCIAL SERVICES
01	CHK	00370389	43668	100.00	DANIEL GUITAR
01	CHK	00370390	43671	858.92	A & E IMAGING
01	CHK	00370391	43671	13.32	AGRISHOP ACE TACOMA
01	CHK	00370392	43671	538.60	APOLLO VIDEO TECHNOLOGY
01	CHK	00370393	43671	670.00	ASSET CONTROL
01	CHK	00370394	43671	128.98	AT&T
01	CHK	00370395	43671	30.27	AUTO PLUS PARTS
01	CHK	00370396	43671	39.56	BATTERIES PLUS
01	CHK	00370397	43671	1,207.52	BATTERY SYSTEMS
01	CHK	00370398	43671	520.96	BRAUN CORPORATION
01	CHK	00370399	43671	718.27	CLF WAREHOUSE
01	CHK	00370400	43671	148.53	COMCAST
01	CHK	00370401	43671	148.58	COMCAST
01	CHK	00370402	43671	1,738.21	COMMERCIAL BRAKE & CLUTCH
01	CHK	00370403	43671	73,334.10	COST MANAGEMENT SERVICES INC
01	CHK	00370404	43671	16,777.21	CUMMINS INC
01	CHK	00370405	43671	3,910.44	DIAMOND PARKING SERVICES LLC
01	CHK	00370406	43671	964.50	DOWNS ENTERPRISES, INC
01	CHK	00370407	43671	317.66	DRIVELINES NW INC
01	CHK	00370408	43671	315.11	FINISHMASTER, INC
01	CHK	00370409	43671	997.34	FLEET MOBILE LUBE-WASH INC
01	CHK	00370410	43671	50.00	FORMFOX, INC.
01	CHK	00370411	43671	627.86	GARDA CL NORTHWEST INC
01	CHK	00370412	43671	1,420.87	GENES TOWING CORP
01	CHK	00370413	43671	1,096.55	GENFARE
01	CHK	00370414	43671	213.53	GILCHRIST CHEVROLET
01	CHK	00370415	43671	32,005.10	GILLIG LLC
01	CHK	00370416	43671	41,177.00	GIRO INC
01	CHK	00370417	43671	863.48	GRAINGER
01	CHK	00370418	43671	43.92	HARBOR FREIGHT TOOLS
01	CHK	00370419	43671	1,327.60	HERC RENTALS INC
01	CHK	00370420	43671	202.09	HUGH HUCK
01	CHK	00370421	43671	133.35	JAMES E MOORE
01	CHK	00370422	43671	409.00	JOHN PEREZ
01	CHK	00370423	43671	23,395.00	KIDDER MATHEWS, INC.
01	CHK	00370424	43671	12,142.20	KITSAP TRANSIT
01	CHK	00370425	43671	128.58	KORUM FORD
01	CHK	00370426	43671	218.98	LAIRD PLASTICS
01	CHK	00370427	43671	175.84	LARSEN SIGN COMPANY
01	CHK	00370428	43671	528.84	LUMINATOR MASS TRANSIT LLC
01	CHK	00370429	43671	1,180.69	MAILFINANCE, INC.
01	CHK	00370430	43671	2,300.14	MALLORY SAFETY & SUPPLY LLC

01	CHK	00370431	43671	478.60	MATERIALS TESTING & CONSULTING
01	CHK	00370432	43671	37.47	MCGUIRE BEARING CO
01	CHK	00370433	43671	2,608.28	MOHAWK MFG & SUPPLY
01	CHK	00370434	43671	9,464.00	MULTICARE CENTERS OF OCC
01	CHK	00370435	43671	31.83	MUNCIE RECLAMATION & SUPPLY CO
01	CHK	00370436	43671	216,995.84	NORTHEAST ELECTRIC, LLC
01	CHK	00370437	43671	840.05	NORTHWEST PUMP & EQUIPMENT CO
01	CHK	00370438	43671	63.23	OFFICE DEPOT CORP
01	CHK	00370439	43671	110,218.53	OLYMPIC PENINSULA CONSTR
01	CHK	00370440	43671	14,763.74	PACIFIC POWER PRODUCTS
01	CHK	00370441	43671	3,580.50	PACIFICA LAW GROUP
01	CHK	00370442	43671	401.24	PENINSULA LIGHT
01	CHK	00370443	43671	21,426.00	PETROCARD SYSTEMS INC
01	CHK	00370444	43671	554.92	PLATT ELECTRIC SUPPLY
01	CHK	00370445	43671	10,478.19	QBSI-XEROX
01	CHK	00370446	43671	1,624.26	R E AUTO ELECTRIC
01	CHK	00370447	43671	1,211.91	REX PEGG FABRICS INC
01	CHK	00370448	43671	881.92	RPAI US MANAGEMENT LLC
01	CHK	00370449	43671	409.00	SAM TIMBERS
01	CHK	00370450	43671	98.83	SAMANTHA GONZALEZ
01	CHK	00370451	43671	175.68	SHERWIN-WILLIAMS (S TAC WAY)
01	CHK	00370452	43671	649.00	SITECRAFTING INC.
01	CHK	00370453	43671	141.77	SNAP-ON TOOLS - Robert Mustain
01	CHK	00370454	43671	4,003.23	SNIDER ENERGY
01	CHK	00370455	43671	373.36	SONITROL PACIFIC
01	CHK	00370456	43671	10,070.00	SOUTH SOUND 911
01	CHK	00370457	43671	5,265.29	SOUTH TACOMA GLASS
01	CHK	00370458	43671	1.61	STANDARD PARTS CORP
01	CHK	00370459	43671	1,354.68	STAPLES
01	CHK	00370460	43671	425.71	STELLAR INDUSTRIAL
01	CHK	00370461	43671	633.50	SM STEMPEX ARCHITECTS PLLC
01	CHK	00370462	43671	124.21	TACOMA DAILY INDEX
01	CHK	00370463	43671	717.10	TACOMA DODGE CHRYSLER JEEP
01	CHK	00370464	43671	834.52	TACOMA SCREW
01	CHK	00370465	43671	15.41	TACOMA TROPHY
01	CHK	00370466	43671	2,108.94	TELAMON TECHNOLOGIES CORP.
01	CHK	00370467	43671	25,616.25	THE AFTERMARKET PARTS CO LLC
01	CHK	00370468	43671	1,846.79	THERMO KING NW INC
01	CHK	00370469	43671	329.70	THOMSON REUTERS-WEST
01	CHK	00370470	43671	1,520.34	UNIFIRST CORPORATION
01	CHK	00370471	43671	466.50	WA ST DEPT OF LICENSING
01	CHK	00370472	43671	694.10	WALTER E NELSON CO.
01	CHK	00370473	43671	2,457.67	WAXIE SANITARY SUPPLY
01	CHK	00370474	43671	27,669.85	WEST PIERCE FIRE& RESCUE
01	CHK	00370475	43671	898.26	WESTERN FLUID COMPONENTS
01	CHK	00370476	43671	584.76	WESTERN PETERBILT
01	CHK	00370477	43671	61.50	WILLIAMS OIL FILTER
01	CHK	00370478	43671	5,656.75	WJE
01	CHK	00370479	43671	892.92	XEROX FINANCIAL SERVICES
01	CHK	00370480	43672	2,608.98	CITY TREASURER - TPU
01	CHK	00370481	43672	972.73	HAROLD LEMAY ENTERPRISES
01	CHK	00370482	43672	117.76	LAKEWOOD WATER DISTRICT
01	CHK	00370483	43672	214.12	PARKLAND LIGHT & WATER CO
01	CHK	00370484	43672	70.86	PENINSULA LIGHT
01	CHK	00370485	43672	384.65	SENTINEL PEST CONTROL INC
01	CHK	00370486	43672	86.50	STERICYCLE
01	EFT	00002525	43649	562.50	INTERCITY TRANSIT
01	EFT	00002526	43649	7,839.78	SUPERION LLC
01	EFT	00002527	43649	76,959.96	GREAT WEST RETIREMENT
01	EFT	00002528	43649	186,620.99	ICMA RETIREMENT
01	EFT	00002529	43649	16,039.07	NAVIA BENEFIT SOLUTIONS
01	EFT	00002530	43649	5,631.79	TACOMA EMPLOYEES RETIREMENT SY
01	EFT	00002531	43649	6,394.16	WA ST CHILD SUPPORT REGISTRY
01	EFT	00002532	43655	1,434.00	INTERCITY TRANSIT
01	EFT	00002533	43657	1,435.00	NAVIA BENEFIT SOLUTIONS
01	EFT	00002534	43657	17,010.65	SUPERION LLC
01	EFT	00002535	43662	386,850.00	NORTHWEST BUS SALES INC.
01	EFT	00002536	43662	1,180,312.30	AWC
01	EFT	00002537	43664	104,126.77	HUITT-ZOLLARS INC.
01	EFT	00002538	43664	135,671.50	SOUND TRANSIT
01	EFT	00002539	43664	12,780.15	WA ST TRANSIT INSURANCE POOL
01	EFT	00002540	43664	75,561.31	GREAT WEST RETIREMENT
01	EFT	00002541	43664	188,663.92	ICMA RETIREMENT
01	EFT	00002542	43664	16,201.57	NAVIA BENEFIT SOLUTIONS
01	EFT	00002543	43664	5,689.22	TACOMA EMPLOYEES RETIREMENT SY
01	EFT	00002544	43664	6,236.41	WA ST CHILD SUPPORT REGISTRY
01	EFT	00002545	43668	16,871.82	WA ST DEPT OF REVENUE
01	EFT	00002546	43671	1,659.49	ALLIED BODY WORKS INC
01	EFT	00002547	43671	478.29	APPLIED TRAINING SYSTEMS INC
01	EFT	00002548	43671	172,768.03	ASSOCIATED PETROLEUM
01	EFT	00002549	43671	9,700.00	EMC RESEARCH INC
01	EFT	00002550	43671	489,970.01	FIRST TRANSIT
01	EFT	00002551	43671	343.99	GUARDIAN SECURITY GROUP INC
01	EFT	00002552	43671	3,920.40	K & L GATES

01	EFT	00002553	43671	182.99	OUTFITTER SATELLITE INC	
01	EFT	00002554	43671	2,237.06	SCHNEIDER-SIMPSON SHEET METAL	
01	EFT	00002555	43671	57.20	SEATTLE AUTOMOTIVE DIST.	
01	EFT	00002556	43671	19,000.00	SEGAL WATERS CONSULTING	
01	EFT	00002557	43671	12,277.10	SOUND TRANSIT	
01	EFT	00002558	43671	354.62	STANDARD PARTS CORP	
01	EFT	00002559	43671	66,361.96	SUPERION LLC	
01	EFT	00002560	43671	2,646.76	TINY'S TIRE	
01	EFT	00002561	43671	3,037.95	VEHICLE MAINTENANCE PROGRAM	
01	EFT	00002562	43671	11,125.00	WA ST AUDITOR	
03	CHK	00001426	43664	288.00	SHARON STOCKWELL	voided
03	CHK	00001427	43671	288.00	SHARON STOCKWELL	
Total Payments				<u>\$5,375,274.56</u>		

**PIERCE TRANSIT  
BOARD OF COMMISSIONERS  
MINUTES**

**July 8, 2019**

**CALL TO ORDER**

Vice Chair Campbell called the Board meeting to order at 4:05 p.m. (Chair Woodards arrived at 4:06 p.m.)

**PLEDGE OF ALLEGIANCE**

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

**ROLL CALL**

Commissioners present:

Victoria Woodards, Chair of the Board, Mayor of the City of Tacoma  
Marty Campbell, Vice Chair of the Board, Pierce County Councilmember  
Nancy Henderson, Town of Steilacoom Councilmember  
*(representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom)*  
Daryl Eidinger, City of Edgewood Mayor *(representing Fife/Milton//Edgewood)*  
Don Anderson, City of Lakewood Mayor  
Ryan Mello, City of Tacoma Councilmember

Commissioners excused:

Robin Farris, Puyallup City Councilmember  
Kent Keel, City of University Place Mayor  
Bruce Dammeier, Pierce County Executive

Staff present:

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

**PRESENTATIONS**

**1. 2019 Legislative Agenda**

Government and Community Relations Officer Alex Mather provided an update on the 2019 state and federal legislative accomplishments for the 2019 session.

She presented on the preliminary 2020 advocacy items, which included the following State priorities:

- Request \$2 million for BRT 2 Feasibility Study;
- Continue to coalition for a dependable revenue solution;
- Advocate for contract and award integrity; and
- Advocate to change the term limits for employee elected required safety committees

2020 Federal priorities will include the following:

- Advocating for Opportunity Zones & Transit Investment for the South Sound. Pierce Transit to host regional summit.
- Funding for Bus Rapid Transit;
- Funding for Electric Buses (LoNo grants); and
- Bus and Bus Facilities (Infrastructure piece)

Ms. Mather advised the commissioners that she would be reaching out to them this fall to gather input for additional 2020 legislative priorities.

Chair Woodards suggested that Pierce Transit include Jeff Robinson to the list of members who will support the fall Opportunity Zone Summit.

## **2. Second Quarter Community Transportation Advisory Group CTAG Update**

No update was provided.

## **PUBLIC COMMENT**

Chair Woodards provided directions for participating in public comment and the following individuals spoke:

- Cinderella Helga, Lakewood, announced that there have been no flyers distributed on the buses regarding transportation to the Washington State Fair this year.
- Walt Hurd, Tacoma, reported that the 594 is always full and requested 15-minute service on the weekends. He reported that smoking at the coach stops is still occurring.
- Julian Wheeler, Chair of Pierce County Advisory Committee on Accessible Communities, invited members to attend their meeting tomorrow morning from 9:00-10:00 a.m. He gave an overview on the committee's role and purpose and offered its services to Pierce Transit for accessibility-related projects and services.

## **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 Campbell and Anderson **moved** and seconded to approve the consent agenda as presented.

Motion **carried**, 6-0.

1. Approval of Vouchers, July 1, 2019  
Voucher CK Nos. 369531 through 370014  
Wire Nos. 2505 through 2524  
Advanced Travel Ck Nos. 1424 through 1425  
Total \$8,409,600.76
2. Minutes: June 10, 2019 Regular Board Meeting
3. FS 2019-037, Authorize Pierce Transit staff to combine the Emergency Warning System Replacement Project and Security Enhancements Life Cycle Replacement Project into one project budget.
4. FS 2019-039, Approval of Resolution No. 2019-020, authorizing amending the 2019 Budget to add one (1) Full Time Equivalent (FTE) position in support of the revitalized Maintenance Apprentice Program.

### **ACTION AGENDA**

1. **FS 2019-040, Authorizing the Termination of the Funding Agreement with King County Metro for the Operation of KCM Route 903 Extension and Subsequent Termination of Route 903 into Northeast Tacoma, Effective September 22, 2019, and Authorizing the Extension of Pierce Transit Route 63 to Northshore Pkwy NE and Norpoint Way NE and the Addition of At Least Three (3) Weekday Trips, Effective September 22, 2019**

Executive Director of Planning and Community Development Ryan Wheaton presented on the item and reported on the history behind the route inception and ridership. He noted that the ridership on the 903 has been low and shifting these efficiencies to the Route 63 to downtown Tacoma will serve the community better and should result in increased ridership.

Commissioner Mello requested that staff check to see if the Lyft program would be available to those who will be impacted by the service change.

Commissioners Campbell and Henderson **moved** and seconded to approve Resolution No. 2019-021, authorizing the termination of the Funding Agreement with King County Metro (KCM) for the operation of KCM Route 903 Extension and subsequent termination of Route 903 into Northeast Tacoma effective September 22, 2019; and 2) authorizing the extension of Pierce Transit Route 63 to Northshore Pkwy NE and Norpoint Way NE and the addition of at least three (3) weekday trips, effective September 22, 2019.

Motion **carried**, 6-0.

2. **FS 2019-041, Adoption of the 2019-024 Transit Development Plan (TDP)**

Principal Planner Darin Stavish presented on the item. He noted that we received no public or written comments on this item,

Commissioner Henderson thanked Pierce Transit staff for their efforts in putting together a wonderful document.

Commissioners Campbell and Henderson **moved** and seconded to approve Resolution No. 2019-022, adopting the 2019-2024 Transit Development Plan as presented in Exhibit A.

Motion **carried**, 6-0.

## **STAFF UPDATES/DISCUSSION**

### **CEO's Report**

Ms. Dreier recognized staff and expressed her gratitude for employees volunteering at community events. She announced future community events that Pierce Transit will be attending.

Ms. Dreier also reported that the Board committee meetings will be moving to the third Thursday beginning in July and calendar invites will be sent out shortly to committee members.

**Committee dates moving to the third Thursday and calendar invites will be sent out.**

## **INFORMATIONAL BOARD ITEMS**

### **Chair Report**

Chair Woodards announced that the next Executive Finance Committee meeting will be held July 18, 2019.

### **Sound Transit Update**

Mayor Woodards provided an update on the Tacoma Link project, noting that the Elected Leadership Group will be making recommendations for the preferred alternative to the Sound Transit Board.

### **PSRC Transportation Policy Board Update**

Commissioner Anderson reported the meeting is scheduled for July 11, 2019.

### **Commissioners' Comments**

Commissioner Henderson thanked Pierce Transit staff for attending the Town of Steilacoom's 4th of July Parade and Celebration.

## **EXECUTIVE SESSION**

At 4:57 p.m., Chair Woodards recessed the meeting into Executive Session for approximately 10 minutes to discuss the litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency, pursuant to RCW 42.30.110 1 (i) (iii). No



formal action will be taken on this matter when we reconvene into open session. Time will begin as soon as members of the public have vacated the room.

At 5:07 p.m., the executive session was extended five minutes. The extension was announced to attendees.

**RECONVENE/ADJOURN**

The meeting was reconvened back to open session at 5:13 p.m.

Commissioners Campbell and Eidinger **moved** and seconded to adjourn the meeting at 5:14 p.m.

Motion **carried**, 6-0.

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Deanne Jacobson  
Clerk of the Board

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Victoria Woodards, Chair  
Board of Commissioners

**SECOND QUARTER 2019**  
**Report to Board of Commissioners**  
**Sole Source Over \$10,000**  
**Contracts and Amendments - \$100,000 to \$200,000**

Sole Source Over \$10,000			
Name	Explanation	Amount	Eff. Date
Downtown on the Go	This is for ORCA Business Sales. In order to facilitate greater reach within the Pierce Transit boundaries, we have engaged our partner, Downtown On the Go (DOTG), to work with downtown businesses to increase transit ridership. DOTG's existing relationships with these businesses and work on promoting transit make them uniquely qualified to support this work for Pierce Transit.	\$13,500.00	4/17/19
Motorola	This is for the radios used by our Executive Team, Service Supervisors, Maintenance and Facilities staff, as well as our Emergency Operations Center, for communications between the Communication Center and users. Motorola provides the programming that is placed on our existing system, and no other radio would be compatible.	\$60,000.00	5/2/19
Conduent	This is for replacement parts for our Trax CAD/AVL equipment. Conduent is the sole provider of items compatible with our existing equipment, system and programs.	\$200,000.00	5/6/19

**Contracts and Amendments - \$100,000 to \$200,000 awarded from 4/1/19 – 6/30/19**

<b>Name</b>	<b>Explanation</b>	<b>Amount</b>	<b>Eff. Date</b>
Easter Seals of Washington	PT-103-18 Contract for Functional Assessment of Community Travel Skills (FACTS) and Community Travel Training Services (CATS)	\$120,000.00	4/1/19
Diamond Parking Service, LLC	PT-02-19 Contract for Parking Management Services-TDS	\$186,600.00	4/4/19
Materials Testing & Consulting, Inc.	PT-15-19 Contract for On-Call Material Testing and Inspection Services	\$100,000.00	6/1/19
3 Square Blocks	PT-22-19 Contract for Destination 2040 Long Range Plan Update	\$136,000.00	6/19/19

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

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

TITLE: Ratification of the Declaration of Emergency and  
Related Contract with Fence Specialists for Emergency  
Repairs to the Building 4 Perimeter Fencing

DIVISION: Maintenance

SUBMITTED BY: Larry McCarty, Facilities Manager

RELATED ACTION: N/A

ATTACHMENTS: Exhibit A, Emergency Declaration

RELATION TO STRATEGIC PLAN: Financial

### BUDGET INFORMATION

Is it Budgeted? ☐ Yes / ☒ No

Project Name or Number: Bldg. 4 Perimeter Security  
Fence Repair

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 2,582.65	Emergency repair to perimeter security fence after vehicle crashed through and damaged the fence.
Grant/Other Amounts	\$	
Total Expenditure	\$ 2,582.65	

### BACKGROUND:

Staff seeks the ratification of the Chief Executive Officer's Declaration of Emergency made on May 16, 2019 in response to a security breach caused by a motor vehicle crashing into and through the Building 4 perimeter security fence adjacent to South Tacoma Way and ratification of the related Contract No. PT-51-19 with Fence Specialists. This vehicular accident compromised the base security and repairs were expedited to restore a secure perimeter to the main bus base facilities.

In accordance with RCW 39.04.280, Pierce Transit Code Provision 3.13.080, and Pierce Transit Procurement procedures, the Chief Executive Officer declared an emergency allowing the suspension of the competitive bid procedures to allow for a quick execution of a contract with Fence Specialists to complete the repair work in order to restore the base perimeter security. Pursuant to Pierce Transit Code section 3.13.080, the CEO's declaration of emergency and any purchases or contracts awarded and/or executed pursuant to that finding are to be ratified by the Board. Although the competitive bid process was suspended, all other Public Work rules and regulations were adhered to. Repairs were completed on May 17, 2019 restoring the base perimeter security fence.

STAFF RECOMMENDATION:

Ratify the Chief Executive Officer's May 16, 2019 Declaration of Emergency and the contract awarded and/or executed pursuant thereto with Fence Specialists in response to the damaged fence and loss of perimeter security.

ALTERNATIVES:

None.

PROPOSED MOTION:

Move to: Ratify the Declaration of Emergency executed on May 16, 2019 and related contract with Fence Specialists to conduct the emergency fence repairs to the perimeter security fence.



MEMO

**TO:** Sue Dreier, Chief Executive Officer

**FROM:** Larry McCarty, Facilities Maintenance Manager

**DATE:** May 16, 2019

**SUBJECT:** Request to Declare An Emergency Status to Exempt Competitive Bidding Requirements  
PT 51-19

On May 15, 2019 a motor vehicle on South Tacoma Way travelling southbound left the roadway crashing through a chain link perimeter fence doing severe damage to the fencing, fenceposts, and barbed wire triple row toppler. This has created a security breach for the Base that needs to be repaired to ensure safety and security for the Base facilities and occupants. Temporary measures have been taken to mitigate the security breach, but permanent repairs must be completed as quickly as possible.

I am requesting that a Declaration of Emergency Status be approved per RCW 39.04.280  
The excerpt below from the RCW states the definition of emergency that I believe applies:

(3) For purposes of this section "emergency" means unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

I believe the current condition of the perimeter security fence has resulted in a real, immediate threat to the proper performance of essential functions as well as a material loss or damage to property. The damaged fencing creates a situation where our Base security is compromised. The use of temporary construction fencing panels to mitigate the damage is a temporary measure to mitigate the breach. The fencing needs to be repaired to restore the Base security perimeter.

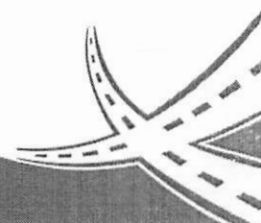
The preliminary estimate for replacement of the damaged fencing is approximately \$2,300.00

**Approved Declaration of Emergency for replacement of the chain link perimeter fence on the northeast corner of the Base.**

Authorized by: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read "Sue Dreier", written over a horizontal line.

**Title: Chief Executive Officer**



TITLE: Ratification of the Declaration of Emergency and Related Contract with Guardian Security Group for Emergency Repairs to the Building 5 Entrance Gate Controller

DIVISION: Maintenance

SUBMITTED BY: Larry McCarty, Facilities Manager

RELATED ACTION: N/A

ATTACHMENTS: Exhibit A, Emergency Declaration

RELATION TO STRATEGIC PLAN: N/A

### BUDGET INFORMATION

Is it Budgeted? ☐ Yes / ☒ No

Project Name or Number: Bldg. 5 entrance gate repair

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 1,500.00	Emergency repair for Building 5 entrance after failure of gate controller required gate to be left in open position.
Grant/Other Amounts	\$	
Total Expenditure	\$ 1,500.00	

### BACKGROUND:

Staff seeks the ratification of the Chief Executive Officer's Declaration of Emergency made on July 9, 2019 in response to a security breach caused by a failed gate controller for the Building 5 employee parking lot and ratification of the related contract with Garden Security Group. This equipment failure requires a certified technician to complete hardware repairs and firmware updates to restore normal operation and secure the access to this facility.

In accordance with RCW 39.04.280, Pierce Transit Code Provision 3.13.080, and Pierce Transit Procurement procedures, the Chief Executive Officer declared an emergency allowing the suspension of the competitive bid procedures to allow for a quick execution of a contract with Garden Security Group to complete the repair work to restore the base perimeter security. Although the competitive bid process was suspended, all other Public Work rules and regulations were adhered to.

### STAFF RECOMMENDATION:

Ratify the Chief Executive Officer's Declaration of Emergency and related contract with Garden Security Group made on July 9, 2019 in response to the failed gate controller and loss of perimeter security.

ALTERNATIVES:

None.

PROPOSED MOTION:

Move to: Ratify the Declaration of Emergency executed on July 9, 2019 and related contract with Guardian Security Group to conduct the emergency gate repairs for the Building 5 entrance gate.



**TO:** Sue Dreier, Chief Executive Officer

**FROM:** Larry McCarty, Facilities Manager

**DATE:** July 9, 2019

**SUBJECT:** Request to Declare An Emergency Status to Exempt Competitive Bidding Requirements

The entrance gates to building 5 have reached a level of disrepair and unreliability which will require Certified technicians to service and update proprietary Firmware. This has created a security breach for the Base that needs to be repaired to ensure safety and security for the occupants of building 5.

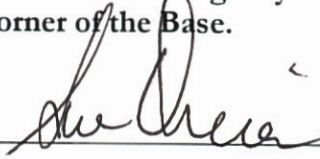
I am requesting that a Declaration of Emergency Status be approved per RCW 39.04.280  
The excerpt below from the RCW states the definition of emergency that I believe applies:

(3) For purposes of this section "emergency" means unforeseen circumstances beyond the control of the municipality that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

I believe the current condition of the entrance gates has resulted in a real, immediate threat to the proper performance of essential functions as well as the potential for material loss or damage to property. The dysfunctional gates create a situation where our Base security is compromised.

The preliminary estimate for replacement of the damaged fencing is approximately \$1500.00

**Approved Declaration of Emergency for replacement of the chain link perimeter fence on the northeast corner of the Base.**

Authorized by:  \_\_\_\_\_

**Title: Chief Executive Officer**



# Action Agenda

**TITLE:** Authorizing the Chief Executive Officer to Execute a Funding Agreement Providing for Sound Transit to Contribute Funds to Pierce Transit for Bus Capital Enhancements for Speed, Reliability, and Convenience along Pacific Avenue/State Route 7 Corridor for the Bus Rapid Transit Project

**DIVISION:** Planning & Community Development

**SUBMITTED BY:** Tina Lee, Planning Manager

**RELATED ACTION:**

Resolution No. 2019-008A, adopting the Locally Preferred Alternative's Running Way Option and Access to Tacoma Dome Station Option for the Pacific Avenue/SR 7 Corridor Bus Rapid Transit Project.

Resolution No. 18-025 Adopting the Locally Preferred Alternative (LPA), Mode, Termini, and Alignment for the Proposed Pacific Avenue / State Route 7 Corridor Bus Rapid Transit Project.

**ATTACHMENTS:**

**RELATION TO STRATEGIC PLAN:** Customer

Proposed Resolution  
Exhibit A, Proposed Funding Agreement

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**BUDGET INFORMATION**

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: BRT Pac Ave SR 7 Construction  
2019-2021

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 0	The Pacific Avenue BRT Corridor Project budget has a total budget of \$149,760,000. This contribution from Sound Transit is included in that budget assumption.
Grant/Other Amounts	\$ 60,000,000 (from ST)	
Total Expenditure	0	

**BACKGROUND:**

Pierce Transit (PT), working in partnership with the City of Tacoma, Pierce County, Washington State Department of Transportation (WSDOT), Sound Transit (ST), Puget Sound Regional Council (PSRC), and other agencies, is nearing the end of a high capacity transit (HCT) study of an approximately 14.4-mile corridor along Pacific Avenue/State Route 7 between downtown Tacoma and Spanaway. This corridor is currently serviced by Route 1, one of Pierce Transit's four trunk routes and the highest ridership route in the system. The portion of the Route 1 which will be replaced with the

potential BRT corridor currently has an estimated daily ridership of more than 3,500 passengers. Pierce Transit's Destination 2040 Long Range Plan, ST's Regional Long-Range Plan ST3, and the PSRC's Transportation 2040 Long Range Plan all identify this corridor for potential HCT service. The purpose of the project is to construct the agency's first Bus Rapid Transit project in the heart of Pierce County, while serving Pierce Transit's busiest fixed route corridor.

The Pierce Transit Board of Commissioners adopted the Locally Preferred Alternative (LPA) at its July 2018 meeting. The LPA included mode (BRT), termini (Spanaway to Downtown Tacoma) and alignment (Route 1 with modifications). In September 2018, Pierce Transit submitted a Federal Transit Administration (FTA) Small Starts application which will be the mechanism to seek the remaining 40 percent of needed project funding. In April 2019, the Pierce Transit Board of Commissioners adopted the proposed station locations, BRT lane configuration (Median-Hybrid alternative), and access routing (using E 26<sup>th</sup> Street) to reach the Tacoma Dome Station.

The Sound Transit Board of Directors adopted Sound Transit 3, The Regional Transit System Plan for Central Puget Sound ("ST3") on June 23, 2016. ST3 includes, within the Early Deliverables Program, a funding contribution not to exceed \$60 million to bus capital enhancements for speed, reliability, and convenience along Pacific Avenue in Tacoma and Pierce County. The Sound Transit Board of Directors called an election to approve local taxes to implement ST3, which measure was approved by the electorate on November 4, 2016.

Pursuant to the attached funding agreement, Sound Transit will contribute up to \$60 million to Pierce Transit for bus capital enhancements for speed, reliability, and convenience along Pacific Avenue/State Route 7.

#### STAFF RECOMMENDATION:

The next steps in the project development phase are to complete the environmental phase and then move further into the design phase. The proposed funding agreement with Sound Transit provides up to \$5 million to complete the project development phase and \$55 million toward the final design and construction phase. Staff recommends authorizing the Chief Executive Officer to enter into a Funding Agreement between Sound Transit and Pierce Transit for Bus Capital Enhancements for Speed, Reliability, and Convenience along Pacific Avenue/State Route 7 in substantially the same form as the agreement attached as Exhibit A.

#### ALTERNATIVES:

Do not move forward with this funding agreement. This is not recommended as doing so would require Pierce Transit to either compete for an additional \$60 million potential grant funds for the project or reduce project scope.

#### PROPOSED MOTION:

Move to: Approve Resolution 2019-023, authorizing the Chief Executive Officer to enter into and execute a funding agreement that provides for Sound Transit to contribute up to \$60 million to Pierce Transit for bus capital enhancements for speed, reliability, and convenience along Pacific Avenue/State Route 7 corridor for the Bus Rapid Transit Project.

## RESOLUTION NO. 2019-023

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to  
2 Execute a Funding Agreement Providing for Sound Transit to Contribute Funds to Pierce Transit for Bus Capital  
3 Enhancements for Speed, Reliability, and Convenience along Pacific Avenue/State Route 7 Corridor for the Bus  
4 Rapid Transit Project  
5

6 WHEREAS, Pierce Transit (PT), working in partnership with the City of Tacoma, Pierce County,  
7 Washington State Department of Transportation (WSDOT), Sound Transit (ST), Puget Sound Regional Council  
8 (PSRC), and other agencies, is conducting a high capacity transit (HCT) study of an approximately 14.4-mile  
9 corridor along Pacific Avenue/State Route 7 between downtown Tacoma and Spanaway; and

10 WHEREAS, this corridor is currently served by Route 1, one of Pierce Transit's four trunk routes and the  
11 highest ridership route in the system. The portion of the Route 1 which will be replaced with the potential BRT  
12 corridor currently has an estimated daily ridership of more than 3,500 passengers; and

13 WHEREAS, Pierce Transit's Destination 2040 Long Range Plan, Sound Transit's Regional Long-Range  
14 Plan ST3, and the PSRC's Transportation 2040 Long Range Plan all identify this corridor for potential High  
15 Capacity Transit service; and

16 WHEREAS, the Board of Commissioners adopted Resolution No. 18-025 on July 9, 2018, establishing  
17 the HCT mode as bus rapid transit (BRT) as well as alignment, and termini for the BRT project; and

18 WHEREAS, the Board of Commissioners adopted Resolution 19-021 on April 8, 2019, adopting the  
19 proposed station locations, Hybrid-Median Alternative for the project lane treatments, and selecting E. 26<sup>th</sup>  
20 Street as the corridor to reach the Tacoma Dome Station; and

21 WHEREAS, the Sound Transit Board of Directors adopted Sound Transit 3, The Regional Transit  
22 System Plan for Central Puget Sound ("ST3") on June 23, 2016 which includes, within the Early Deliverables  
23 Program, a funding contribution not to exceed \$60 million to bus capital enhancements for speed, reliability,  
24 and convenience along Pacific Avenue in Tacoma and Pierce County; and

25 WHEREAS, the Sound Transit Board of Directors called an election to approve local taxes to  
26 implement ST3, which measure was approved by the electorate on November 4, 2016; and

27 WHEREAS, pursuant to the terms in the proposed funding agreement, Sound Transit will contribute up  
28 to \$60 million to Pierce Transit for bus capital enhancements for speed, reliability, and convenience along Pacific  
29 Avenue/State Route 7 for the Bus Rapid Transit Project.  
30

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

2       Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and  
3 execute a funding agreement that provides for Sound Transit to contribute up to \$60 million to Pierce Transit  
4 for bus capital enhancements for speed, reliability, and convenience along Pacific Avenue/State Route 7 for  
5 the Bus Rapid Transit Project.

6       ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
7 the 12th day of August 2019.

8 PIERCE TRANSIT

9  
10  
11 \_\_\_\_\_  
12 Victoria Woodards, Chair  
13 Board of Commissioners  
14

15 ATTEST/AUTHENTICATED

16  
17 \_\_\_\_\_  
18 Deanne Jacobson, CMC  
19 Clerk of the Board

**FUNDING AGREEMENT**

**BETWEEN SOUND TRANSIT AND PIERCE TRANSIT**

**FOR BUS CAPITAL ENHANCEMENTS FOR SPEED, RELIABILITY, AND  
CONVENIENCE ALONG PACIFIC AVENUE/STATE ROUTE 7**

**GA 0326-18**

This funding agreement ("Agreement") is between the Central Puget Sound Regional Transit Authority, a regional transit authority organized under RCW 81.112 ("Sound Transit"), and Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit"), a public transportation benefit area organized under RCW 36.57A, sometimes collectively referred to as "Parties" or individually as "Party."

**RECITALS**

- A. The Pierce Transit Board of Commissioners adopted Destination 2040, the agency's Long Range Plan ("Destination 2040"), in 2016. Destination 2040 identified the Pacific Avenue/State Route 7 corridor as the corridor with the most potential for upgrading to high capacity transit, and Pierce Transit began work on the Pacific Ave/State Route 7 Corridor High Capacity Transit Feasibility Study in 2017.
- B. The Sound Transit Board of Directors adopted Sound Transit 3, The Regional Transit System Plan for Central Puget Sound ("ST3") on June 23, 2016. ST3 includes, within the Early Deliverables Program, a funding contribution not to exceed \$60 million to bus capital enhancements for speed, reliability, and convenience along Pacific Avenue in Tacoma and Pierce County. The Sound Transit Board of Directors called an election to approve local taxes to implement ST3, which measure was approved by the electorate on November 4, 2016.
- C. As proposed by Pierce Transit, a Pacific Avenue/State Route 7 bus rapid transit (BRT) service ("Pacific Ave/SR 7 Project" or "Project") would provide fast, frequent, and reliable public transportation between downtown Tacoma, the Tacoma Dome Station area, and Spanaway, which is consistent with the objectives of Destination 2040 and ST3 to improve speed, reliability, and convenience of the bus service between these areas along the Pacific Avenue/State Route 7 corridor (hereafter referred to as the "project corridor"). The proposed BRT service would follow portions of Pierce Transit's existing Route 1, which generated almost 1.7 million passenger boardings in 2016, nearly 20 percent of Pierce Transit's fixed route ridership. A depiction of a potential BRT system within the project corridor is shown in **Exhibit B**.
- D. On [DATE], the Sound Transit Board passed [MOTION/RESOLUTION] authorizing staff to proceed with a first funding contribution for development of bus speed, reliability, and convenience capital improvements along the project corridor. [MOTION/RESOLUTION] anticipates a second funding contribution to proceed with construction of such improvements following the completion of the required environmental documentation and identification of the specific elements to be constructed using Sound Transit's funding contributions. Sound Transit's funding of the identified improvements are subject to certification that Pierce Transit has sufficient funding to operate a service along the project corridor that meets the ST3 plan's objectives.

- E. Pierce Transit is responsible for administering state and local transportation services and complying with relevant land use laws and development regulations that will apply to the construction and operation of the Project.
- F. Both Sound Transit and Pierce Transit have determined that it is in the public interest for Pierce Transit to construct bus speed, reliability, and convenience improvements along the project corridor independent or as part of a proposed Pacific Avenue/State Route 7 BRT service.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree to the following:

#### AGREEMENT

1. Purpose. This Agreement provides for Sound Transit's funding of bus speed, reliability, and convenience capital improvements (not to exceed \$60 million) along the project corridor, which may also serve as supportive elements for a Pacific Avenue/State Route 7 BRT service. Activities, products, and general capital improvements eligible for funding by Sound Transit are described in **Exhibit A ("Products, Activities, and General Capital Improvements Eligible for Sound Transit Funding")**. Funds may be expended on eligible elements listed in **Exhibit A** up to the not to exceed amount of \$60 million provided through this Agreement.
2. Pierce Transit Work. Pierce Transit is responsible for the design and construction of the elements described and depicted in **Exhibit A**. Sound Transit will not undertake any design, construction, or other aspects of implementing the elements described and depicted in **Exhibit A** beyond review of plans, designs, environmental documentation, and other products at its discretion.
3. Designated Representatives. Each Party shall designate a representative who shall be responsible for coordination of communications between the Parties and shall act as the point of contact for each Party. The Designated Representatives shall communicate regularly to discuss the status of the tasks to be performed, to identify upcoming decisions related to the Pacific Ave/SR 7 BRT Project, to provide any information or input necessary to inform those decisions, and to resolve any issues or disputes related to the Pacific Ave/SR 7 BRT Project consistent with Section 9 of this Agreement.

The Designated Representatives are:

PIERCE TRANSIT

Sean Robertson, Senior Construction Project  
Manager  
3701 96<sup>th</sup> Street SW; Lakewood, WA 98499  
253-983-3359  
srobertson@piercetransit.org

SOUND TRANSIT

Eric Chipps, Senior Transportation Planner  
401 S Jackson St  
Seattle WA 98104  
206-398-5020  
eric.chipps@soundtransit.org

4. Environmental Review. For capital improvements funded under this Agreement, Pierce Transit is the "Lead Agency" for purposes of compliance with National Environmental Policy Act "NEPA" and State Environmental Policy Act "SEPA" as is determined to be required. Pierce Transit expects to complete environmental documentation for bus speed, reliability, and convenience capital improvements along the project corridor by June 30, 2020, and is responsible to design and obtain any necessary



permits to construct the improvements. The Sound Transit Board will consider authorizing funds for construction of improvements once it has determined that the environmental review for such improvements is adequate.

5. Compliance with Federal Requirements. Pierce Transit will be responsible for compliance with any federal requirements, including paying the Federal Transit Administration back for any remaining federal interest of FTA-funded assets removed and/or replaced as part of the improvements made.
6. Operations and Maintenance. Pierce Transit will implement capital improvements no later than 2024. Pierce Transit is responsible for all costs relating to the operations or maintenance of service and capital improvements within the project corridor. Sound Transit is not responsible for funding any service operations or for maintenance of any improvements implemented under this agreement.
7. Signage. Signage that is used during the construction of the Pacific Ave/SR 7 Project shall identify Sound Transit as a funding partner.
8. Contributions. Sound Transit anticipates making funding contributions for costs incurred after July 1, 2019 across two categories to Pierce Transit for the Pacific Ave/SR 7 Project: (1) an initial contribution for reimbursement of actual costs of project development of \$5 million; and (2) periodic contributions for reimbursement of actual costs of construction of the eligible elements listed in **Exhibit A** and pursuant to Section 9 of \$55 million. If Pierce Transit does not expend the entire amount of the contribution for actual costs of project development, the balance can be used for reimbursement for costs of construction. To request receipt of category 2 contributions, Pierce Transit must demonstrate that environmental review is complete and demonstrate how Sound Transit's contribution will be applied in support of the construction of an overall Pacific Ave/SR 7 BRT project.
9. Invoicing.
  - 9.1. Pierce Transit shall submit invoices and supporting documentation for Sound Transit's contribution payments. The invoices must include the appropriate purchase order number, which will be provided by Sound Transit after execution of this Agreement, a cover memo as described in **Exhibit C**, and supporting documentation detailing the work completed and associated costs. Invoices may be submitted monthly to cover expenditures of the prior month.
  - 9.2. Pierce Transit shall submit its invoices with the required documentation via email or mail to [AccountsPayable@SoundTransit.org](mailto:AccountsPayable@SoundTransit.org) or Sound Transit, Accounts Payable, 401 S. Jackson St., Seattle, WA 98104-2826. Invoices are payable thirty (30) days upon Sound Transit's receipt of the invoice and acceptable documentation.
  - 9.3. If Sound Transit determines that an invoice lacks sufficient documentation to support payment, Sound Transit will notify Pierce Transit of its determination and request that Pierce Transit provide additional documentation. Sound Transit may withhold payment of the invoice until supporting documentation is provided, however such approval shall not be unreasonably withheld.

## 10. Termination

10.1. Termination for Cause. Sound Transit may terminate this Agreement for cause including the following circumstances:

10.1.1. If construction of the Pacific Ave/SR 7 BRT Project improvements identified in **Exhibit A** are not completed before December 31, 2024 unless otherwise agreed by the Parties.

10.1.2. If Pierce Transit fails to make progress towards completing the Project and Pierce Transit has not provided adequate assurances of its desire or ability to complete the Project and commence operations.

If the Agreement is terminated under this Subsection, Pierce Transit shall reimburse Sound Transit the full amount of all payments it made to Pierce Transit under this Agreement within 90 days of the date of termination. Pierce Transit may ask for an extension of time to complete the Project for good cause. Sound Transit's agreement to extend the completion will not be unreasonably withheld.

10.2. Dispute Resolution Required. Before either Party may terminate this agreement for cause, it must attempt to seek resolution through the dispute resolution process in Section 13.

10.3. Except as provided in this Section, a termination by either Party shall not extinguish or release the other Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement.

## 11. Indemnity.

11.1. To the maximum extent permitted by law, Pierce Transit will hold harmless from, and indemnify and defend Sound Transit (including its board members, officers, and employees) against claims, demands, losses, lawsuits, actions, or liability, relating to Pierce Transit's design, construction, or operation of the Pacific Ave/SR 7 BRT Project, including claims by Pierce Transit's employees. **PIERCE TRANSIT SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY PIERCE TRANSIT'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE PIERCE TRANSIT SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR PIERCE TRANSIT OR A CONTRACTOR UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. PIERCE TRANSIT RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, PIERCE TRANSIT'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST PIERCE TRANSIT BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY PIERCE TRANSIT'S EMPLOYEE(S) DIRECTLY AGAINST PIERCE TRANSIT.**

11.2. Each Party bears full responsibility for its tax liabilities arising from its responsibilities under this Agreement. Each Party will indemnify the other Party, and hold that other Party

harmless from the tax liability of the indemnifying Party, including, but not limited to, penalties, fines, and interest that are assessed by any tax authority against the indemnifying Party, attorney's fees and costs incurred in response to any claims or assessments against the indemnified Party.

- 11.3. The obligations in this Section shall survive termination or completion of this Agreement as to any claim, loss, or liability arising from events occurring prior to such termination or completion.

## 12. Insurance.

- 12.1. Coverage. During the construction phase of any eligible elements (per Section 8) within the project corridor, Pierce Transit shall provide primary insurance coverage in the amounts that it deems necessary for construction projects of similar size and cost. If Pierce Transit is self-insured, it shall provide to Sound Transit's risk manager a certificate of self-insurance. Pierce Transit shall require their contractor(s) and sub-contractors to obtain and maintain insurance in amounts and types suitable to protect Sound Transit and Pierce Transit from exposures presented by the work performed under this Agreement. The minimum insurance requirements during the entire term of this Agreement are set forth below:

- a) Commercial General Liability in the amount of two million dollars (\$2,000,000) each occurrence limit, two million dollars (\$2,000,000) general aggregate limit, covering bodily injury including death, personal injury, property damage, Employers' Liability and contractual coverage endorsements, and utilize insurers and coverage forms acceptable to Sound Transit.
- b) Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least one million dollars (\$1,000,000) combined single limit.
- c) Worker's Compensation insurance coverage, where applicable, shall comply with State of Washington Labor and Industries requirements.
- d) Builders Risk coverage will be the responsibility of all contractors and subcontractors.
- e) Pollution Liability (if there is any potential environmental liability exposure) in the amount of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
- f) Professional Liability (if there is a potential professional liability exposure) in the amount of one million dollars (\$1,000,000) per claim.

- 12.2. Certificates. Certificates of insurance must name Sound Transit as an "Additional Insured," and shall reference the number and title of this Agreement. Certificates of Insurance will be provided to Sound Transit before the start of any work performed under this Agreement. All insurance coverage obtained by Pierce Transit or its contractors and subcontractors must name Sound Transit, its officers and employees as "additional insured's"

and contain "severability of interest" (cross liability) provisions. Pierce Transit's and the contractor's insurance policies shall be primary to and not contributing with any insurance or self-insurance that may be carried by Sound Transit and waive their right of Subrogation against Sound Transit.

### 13. Dispute Resolution

13.1. The Parties agree to work cooperatively and in good faith to resolve issues. The Parties agree that neither Party may take or join any action in any judicial or administrative forum to challenge the action of the other Party associated with this Agreement or the Project, except as otherwise set forth in this Agreement.

13.2. The Parties will use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.

13.3. Either Party may refer a dispute to this dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The Parties agree to use their best efforts to resolve disputes using good faith negotiations. The dispute resolution process is as follows:

13.3.1. Level One. Sound Transit's Designated Representative and Pierce Transit's Designated Representative will meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within 14 days, either Party may refer the dispute to Level Two below.

13.3.2. Level Two. Sound Transit's Executive Director of Planning, Environment and Project Development and the Pierce Transit's Executive Director of Planning and Community Development, or their designees, will confer to resolve the dispute. If they cannot resolve the dispute within 14 days, either Party may refer the dispute to Level Three below.

13.3.3. Level Three. Sound Transit's Chief Executive Officer or designee and Pierce Transit's Chief Executive Officer or designee will meet to discuss and attempt to resolve the dispute. If they cannot resolve the dispute within 14 days, or a later date upon which they agree. Only after completion of Level Three may either Party may seek other legal remedies including through litigation.

13.4. At all times prior to resolving a dispute, the Parties must continue to perform undisputed obligations and make undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither Party must agree to participate in alternative dispute resolution processes such as arbitration or mediation.

14. Audits. The Parties will each maintain accounts and records, including contract and financial records that sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement so as to ensure proper accounting for all monies paid to Pierce Transit by Sound Transit. These records must be maintained for a period of six years after termination or expiration of this Agreement unless permission to destroy the records is granted by

the Office of the Archivist in accordance with chapter 40.14 RCW, and agreed to by Pierce Transit and Sound Transit.

15. Duration. This Agreement shall take effect upon the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until the Project is completed and open to the public, unless this Agreement is extended by mutual agreement of the Parties in accordance with Section 19 below, superseded by a future agreement, or suspended or terminated in accordance with Section 8 above. This agreement will terminate 20 years after remittance of the first invoice provided by Pierce Transit toward category 2 capital improvements is made by Sound Transit.

16. Warranties

- 16.1. By execution of this Agreement, Pierce Transit warrants:

16.1.1. That Pierce Transit has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement Pierce Transit is not in violation of any law, regulation, or agreement; and

16.1.2. That the execution, delivery and performance of this Agreement by Pierce Transit has been duly authorized by all requisite corporate action, that the signatories for Pierce Transit hereto are authorized to sign this Agreement.

- 16.2. By execution of this Agreement, Sound Transit warrants:

16.2.1. That Sound Transit has the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement Sound Transit is not in violation of any law, regulation or agreement; and

- 16.3. That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite corporate action, that the signatories for Sound Transit hereto are authorized to sign this Agreement.

17. Administration of Agreement

- 17.1. This Agreement will be jointly administered by Sound Transit's Designated Representative and Pierce Transit's Designated Representative.

- 17.2. Each Party shall be responsible for its own public records and public records requests.

18. Assignment. Neither Party may assign all or any portion of this Agreement without the express written consent of the other Party. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person is intended to have a cause of action based upon any provision of this Agreement.

19. Notices

All notices required under this Agreement must be in writing and addressed to the Designated Representative. All notices must be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Party's Designated Representative. However, notice under

Section 9, termination, must be delivered in person or by certified mail, return receipt requested.

20. General Provisions.

- 20.1. The parties may not unreasonably withhold requests for information, approvals or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or the Pierce Transit Board are recognized to be legislative actions. The parties will take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. Pierce Transit and Sound Transit will work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 20.2. Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to “days” shall mean calendar days unless otherwise noted. Any reference to “working days” shall exclude any legal holidays and weekend days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.
- 20.3. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.
- 20.4. Neither Party is relieved by its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce shall not constitute a waiver of rights or acquiescence in the other Party’s conduct.
- 20.5. This Agreement has been reviewed and revised by legal counsel for both Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document applies to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.
- 20.6. Each Party is responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney’s fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; however, nothing in this paragraph shall be construed to limit the Parties’ rights to indemnification.
- 20.7. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

21. Severability. In case any term of this Agreement is held invalid, illegal, or unenforceable in whole or in part, by a court of law, the Parties will reform the agreement to satisfy the original intent of the Parties.

Each of the Parties has executed this Agreement by having its authorized representative sign below:

PIERCE TRANSIT

SOUND TRANSIT

By: \_\_\_\_\_  
Susan Dreier, Chief Executive Officer

By: \_\_\_\_\_  
Peter M. Rogoff, Chief Executive Officer

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

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

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Name, Title

By: \_\_\_\_\_  
Name, Title

**Exhibit List:**

Exhibit A: Products, Activities, and General Capital Improvements Eligible for Sound Transit Funding

Exhibit B: Pacific Ave/SR 7 BRT Concept Map

Exhibit C: Invoice Form

## **Exhibit A: Products, Activities, and General Capital Improvements Eligible for Sound Transit Funding**

Sound Transit 3, the ballot measure approved by the voters in November 2016, includes a funding contribution for the Pacific Ave/SR 7 BRT Project for the following capital enhancements:

- Project development activities and products (through environmental documentation and preliminary engineering)
- Final design and construction management activities
- Transit treatments (transit signal priority, transit queue jump lanes and/or BAT lanes, and roundabouts where transit benefit can be shown)
- Bus stop stations with weather protection, passenger seating, and lighting
- Off-board fare payment options and/or ORCA card readers
- Real-time next bus arrival information
- Level boarding and alighting platforms
- Right of Way required for capital enhancements
- A park and ride and bus turnaround facility at the southern terminus of the route

NOTE: Purchase of vehicles or additional maintenance capacity, and operations and maintenance costs are not eligible for use with Sound Transit's funding contribution and are the responsibility of Pierce Transit.

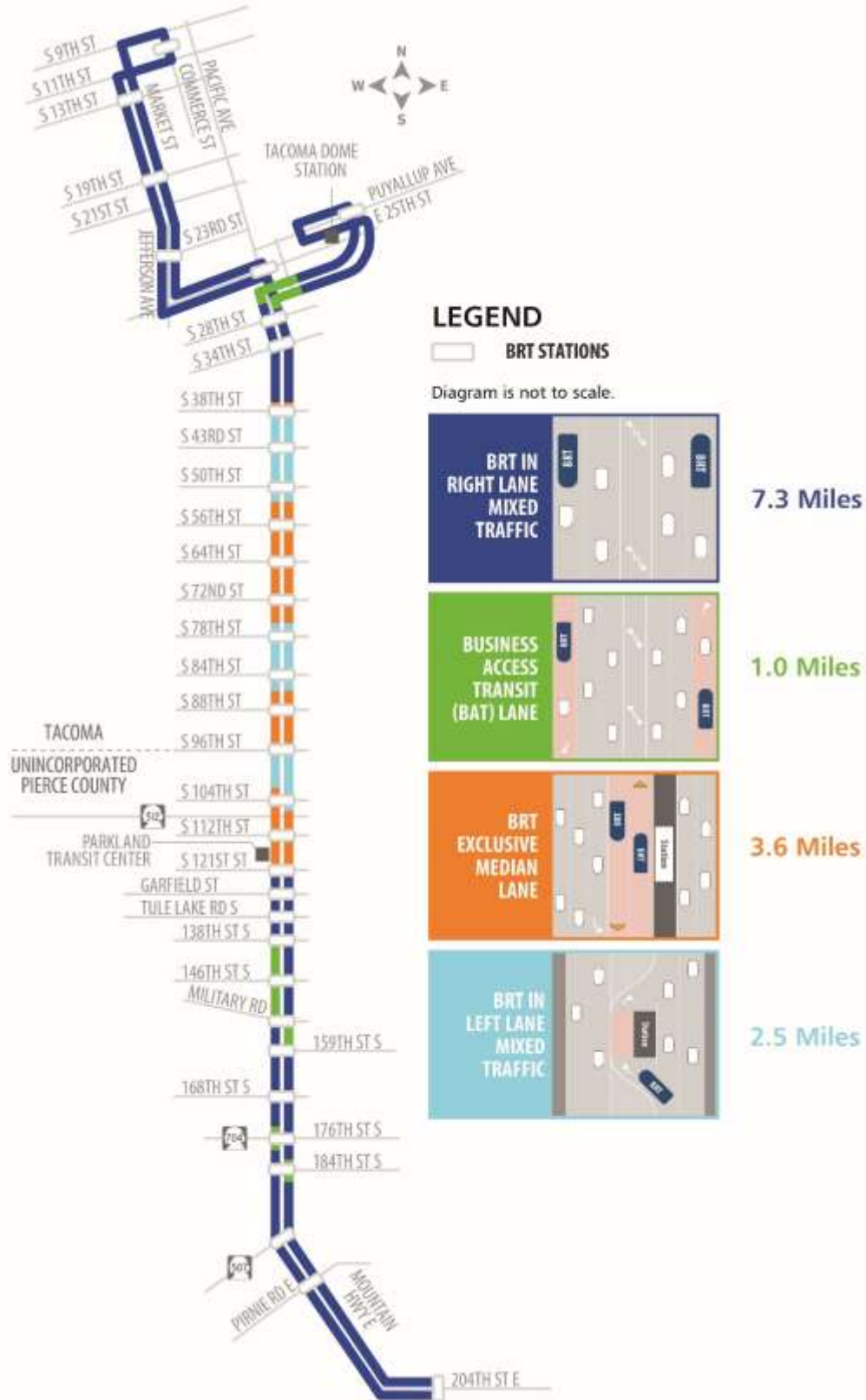
### **Pacific Avenue/State Route 7 Bus Rapid Transit Project – Project Description**

Pacific Avenue/State Route 7 bus rapid transit (BRT) will serve the 14.4-mile corridor along Pacific Ave/SR 7 between downtown Tacoma and Spanaway. This corridor is currently served by Route 1, one of Pierce Transit's four trunk routes and the highest ridership route in the system. The purpose of the Pacific Ave/SR 7 BRT project is to establish a north-south high capacity transit link in the heart of Pierce County. The project aims to:

- Increase transit ridership through an enhanced and higher quality transit service.
- Deliver cost-effective service that provides capacity to meet latent and future demand.
- Promote transportation equity in the corridor by ensuring that transit service is accessible to all populations
- Improve multi-modal access and connectivity.
- Support a regional vision for the community as documented in land use and transportation plans.
- Enhance safety and security for transit patrons and public health overall.
- Support existing economic activity and be a catalyst for sustainable economic growth and corridor redevelopment.
- Promote environmental stewardship and sustainability.



## Exhibit B: Proposed Pacific Ave/SR 7 BRT Project Map (Source: Pierce Transit)



## Exhibit C: Invoice Form

Invoice No. \_\_\_\_\_ Dated: \_\_\_\_\_

TO: Sound Transit  
Accounts Payable  
401 S Jackson Street  
Seattle, WA 98104

accountspayable@soundtransit.org

Attention: Accounts Payable and [Sound Transit's Designated Representative]

Re: Bus Capital Enhancements for Speed, Reliability, and Convenience along Pacific Avenue/State Route 7

Pierce Transit's authorized representative certifies that Sound Transit's pro rata share of costs under this invoice is \$\_\_\_\_\_, and is due and payable to Pierce Transit in accordance with the provisions of the Agreement, and is supported by the attached invoice and supporting documentation.

*[Identify the element(s), and the amounts by element, for which the amount due applies]*

Pierce Transit makes the following representations and warranties to Sound Transit in connection with the Invoice:

- All work performed to date has been, unless otherwise specifically stated by Pierce Transit, performed in accordance with the terms and conditions of this Agreement.
- The amount specified above has been computed in accordance with, and is due and payable under, the terms and conditions of the Agreement, has not been the subject of any previous invoice (unless disputed or rejected for payment) and is not the subject of any pending invoice from Pierce Transit.

Any liability of Sound Transit arising from these representations and warranties are governed by the terms and conditions of the Agreement.

### Pierce Transit

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

*[Name, Position]*

**TITLE:** Authority to Execute a Contract with WSP, USA for Architectural and Engineering Services for the Design and Construction Support for the Proposed Bus Rapid Transit Pacific Avenue/State Route 7 Project Corridor Bus Rapid Transit Project

**DIVISION:** Finance

**SUBMITTED BY:** Sean Robertson, Sr. Construction PM

**RELATED ACTION:**

Resolution No. 2019-008A, adopting the Locally Preferred Alternative's Running Way Option and Access to Tacoma Dome Station Option for the Pacific Avenue/SR 7 Corridor Bus Rapid Transit Project.

Resolution No. 18-025, adopting the Locally Preferred Alternative (LPA), Mode, Termini and Alignment for the Proposed Pacific Avenue / State Route 7 Corridor Bus Rapid Transit Project.

Resolution No. 19-023 (proposed) Authorizing the Chief Executive Officer to Execute a Funding Agreement Providing for Sound Transit to Contribute Funds to Pierce Transit for Bus Capital Enhancements for Speed, Reliability, and Convenience along Pacific Avenue/State Route 7 Corridor Bus Rapid Transit Project

**ATTACHMENTS:** N/A

**RELATION TO STRATEGIC PLAN:** Customer

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**BUDGET INFORMATION**

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: BRT Pacific Ave/SR7 - Project Number 0563

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ -	Award a contract to WSP, USA for Architectural and Engineering services in the amount not exceeding \$12,635,701, to be funded by means of the Funding Agreement between Sound Transit and Pierce Transit for Bus Capital Enhancements for Speed, Reliability, and Convenience along Pacific Avenue/State Route 7 Corridor Bus Rapid Transit Project. The total BRT project budget is \$149,760,000.
Grant/Other Amounts	\$ 11,487,001	
Contingency (Grant)	\$ 1,148,700	
Total Authorized:	\$ 12,635,701	

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BACKGROUND:

Pierce Transit (PT), in cooperation with the Federal Transit Administration (FTA) and Sound Transit, is implementing a new corridor-based Bus Rapid Transit (BRT) system in a north-south corridor connecting the city of Tacoma's central business district to the Tacoma Dome Station (TDS), Parkland and Spanaway. The corridor is currently served by the Route 1, which has the highest ridership of any PT route. In 2017, the BRT portion of the Route 1 saw more than 1 million boardings, accounting for 12 percent of PT's total ridership.

The BRT system is expected to provide the following:

- Safe, fast, and reliable transportation that will connect the South Sound community
- Time-saving escape from gridlock with relaxing, frequent service and state-of-the-art buses that can comfortably hold up to 90 passengers and have amenities such as Wi-Fi and multiple boarding doors.
- A fast ride that rivals car travel times, with buses arriving every 10-15 minutes
- New BRT Stations which feature pre-payment options, real-time travel info and weather protection
- Accessibility to all with level boarding for bikes, strollers, wheel chairs and pedestrians
- Environmentally-friendly, high-speed transit for a fraction of the cost of rail modes
- A uniquely branded system that is easy to understand and use
- Better opportunities for economic development along the corridor

Pierce Transit advertised a Request for Qualifications (RFQ) in March 2019 for professional consultant services for the BRT project. Statements of Qualifications were accepted until 5:00pm on April 3, 2019. Three qualified candidates responded to the RFQ. A selection committee reviewed the consultants and chose WSP, USA as the most qualified consultant to lead the design and construction support of the BRT Pacific Ave/SR7 Project.

WSP, USA provided a proposal for consulting services dated June 19<sup>th</sup>, 2019. The proposal includes a not to exceed amount of \$11,487,001 for pre-design, design, bid and construction support services. The contract is expected to span four years with BRT revenue service starting in the summer of 2023.

A \$195,829.81 contract has already been authorized by the CEO to allow WSP to begin work on important deadlines including the annual FTA ratings submittal due in mid-August 2019. This proposed action item seeks to expand the scope of this contract to include all pre-design, design, bid and construction support services need from WSP, and this earlier work is included in the above \$11,487,001 not to exceed amount.

Staff requests \$1,148,700 (10%) in contingency because this project spans multiple years and over the full 14-mile corridor there are multiple risks that could increase the consulting services we need.

The funds for this contract will come from the \$60 million Sound Transit 3 funding agreement that is the subject of Resolution No. 19-023 proposed for adoption by the Board on August 12, 2019.

STAFF RECOMMENDATION:

Execute a contract with WSP, USA to provide Architectural and Engineering consultant services for the design and construction of the BRT Pacific Ave/SR7 Project.

ALTERNATIVES:

Reject WSP's proposal and advertise another RFQ. The project already has an aggressive schedule which includes having an operational BRT system by the start of 2023. This would delay the schedule and result in a later operational completion date.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to enter into and execute a contract with WSP, USA to provide Architectural and Engineering services for design and construction support of the proposed Bus Rapid Transit Pacific Avenue / State Route 7 Project in a not to exceed amount of \$12,635,701.

**TITLE:** Amending the 2019 Capital Budget to Add Additional Funding to Complete the Documented Categorical Exclusion for the Pacific Avenue/SR 7 Bus Rapid Transit Project

**DIVISION:** Planning & Community Development

**SUBMITTED BY:** Darin Stavish, Principal Planner

**RELATED ACTION:** Resolution No. 18-025, Adoption of the Locally Preferred (LPA) Mode, Termini, and Alignment for the Proposed Pacific Avenue/SR-7 Corridor Bus Rapid Transit (BRT) Project.

**ATTACHMENTS:** Proposed Resolution

**RELATION TO STRATEGIC PLAN:** Customer

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### BUDGET INFORMATION

Is it Budgeted? ☐ Yes / ☒ No

Project Name or Number: PT-24-16

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 226,118 (from reserves)	This consultant contract was originally funded using Local amounts exclusively. No grants or other, outside match monies have ever been included.
Grant/Other Amounts	\$ 0	
Total Expenditure	\$ 226,118	

### BACKGROUND:

In December of 2016 the initial Task 9 scope of work for the Pacific Avenue/SR 7 corridor High Capacity Transit Feasibility Study was written to complete an Environmental Critical Issues Report and the National Environmental Policy Act of 1970 (NEPA) Documented Categorical Exclusion (DCE) for the eventual SR 7 bus rapid transit (BRT) project. Since then, as the Locally Preferred Alternative (LPA) has been designed and selected, some of the initial Task 9 assumptions have changed. Additional work and levels of analysis are now required as part of LPA, which were unknown in December 2016 when the contract was first awarded to WSP USA, Inc. and the high capacity transit mode was unknown.

Under Task 9.1 of this contract, "Critical Issues Report," additional drafts of the report (other than the single draft and final version, as originally proposed) are required to reflect design changes as a result of feedback from City of Tacoma, WSDOT, and Pierce County regarding the equitable distribution of BRT lane improvements.

In addition, the selected LPA requires additional analysis to complete Task 9.2, NEPA DCE from what was initially included in the Scope of Work. The FTA's approved Class of Action under NEPA for this project, a DCE is considered "minimal," while excluded from Environmental Assessment (EA) or Environmental Impact Statement (EIS) review.

NEPA defines a categorical exclusion as “a category of [federal] actions that does not individually or cumulatively have a significant effect on the human environment...for which, neither an EA or EIS is required (40 CFR 1508.4). This Class of Action under NEPA is the lowest cost and shortest timeframe environmental clearance option available of the three. NEPA Class of Action must be completed on schedule in order for the project to continue to be eligible for federal funding under the Small Starts Capital Investment Grant program (FTA Section 5309), of which Pierce Transit has requested \$59.72 million of the overall \$150 million construction budget. For Task 9.2, the table provided below summarizes the main changes to the Scope of Work plus additional hours required to complete.

**Task 9.2 – NEPA DCE Comparison Table: Initial Assumptions versus Actual Requirements and Hours**

<b>Task 9.2 – NEPA DCE Deliverable</b>	<b>Initial scope assumption (December 2016)</b>	<b>Current scope understanding (July 2019)</b>	<b>Change in level of effort (Additional hours required)</b>
All Task 9.2 Deliverables	Completing a draft and final version only	Per a call with FTA on July 10, 2019, FTA Region 10 has requested to review a draft version of all NEPA DCE-related deliverables before completing a final version.	150 hours
Noise and Vibration Technical Memorandum	Analysis would only require following FTA’s noise screening procedures, a more detailed analysis.	The LPA includes roadway widening and capacity improvements that require using FHWA’s Traffic Noise Model (TNM) to model changes in noise levels at sensitive receptor locations and more detailed analysis of potential vibration impacts and construction noise.	370 hours
Historic and Cultural Resources	Up to 50 buildings, structure or objects over 45 years of age would need to be evaluated and recorded for National Register of Historic Places eligibility.	Based on assessment of the corridor in the Task 9.1 Critical Issues Report deliverable, there are 90 structures that need to be evaluated.	178 hours
Sole Source Aquifer Checklist	Initial scope of work based on unknown corridor conditions, did not include completing FTA’s Sole Source Aquifer Checklist.	Project corridor, and most of Pierce County, is located within an EPA designated Sole Source Aquifer, which requires completion of FTA’s checklist and consultation with EPA.	106 hours

<b>Task 9.2 – NEPA DCE Deliverable</b>	<b>Initial scope assumption (December 2016)</b>	<b>Current scope understanding (July 2019)</b>	<b>Change in level of effort (Additional hours required)</b>
Property Acquisitions	Number of properties to assess was unknown and so not quantified in the scope of work. Level of effort identified was based on an assumption that minimal land would be needed outside of the existing right-of-way.	DCE will need to assess property acquisitions to 150 parcels.	44 hours
<b>Total additional level of effort hours required to complete the DCE</b>			<b>848</b>

**STAFF RECOMMENDATION:**

Approve the additional funding under this contract, in order to continue with the DCE through completion in 2020 while keeping this project on schedule and federally compliant, as recommended by the FTA.

**ALTERNATIVES:**

Do not approve the additional funding. However, the project would then be in jeopardy of no longer staying in compliance with the schedule submitted under the Small Starts Capital Investment Grant program rating and funding request submitted to the FTA in September 2018. More importantly, the project must follow the NEPA process and Class of Action requirement (a DCE in this case) or it would no longer qualify for federal participation, meaning forfeiting the \$59.72 million requested from the Small Starts program (Section 5309). The only instance where NEPA is not followed for surface transportation or transit projects is if the project were funded entirely at the local or State level.

**PROPOSED MOTION:**

Move to: Approve Resolution No. 2019-024, amending the 2019 Capital Budget to add \$226,118 to the existing contract with WSP USA, Inc. (PT-24-16), in order to complete to the Documented Categorical Exclusion for the Pacific Avenue/SR 7 Bus Rapid Transit Project.



**RESOLUTION NO. 2019-024**

A RESOLUTION of the Board of Commissioners of Pierce Transit Amending the 2019 Capital Budget to Add Additional Funding to Complete the Documented Categorical Exclusion, as Required by the FTA, for the Pacific Avenue/SR 7 Bus Rapid Transit Project

WHEREAS, a Documented Categorical Exclusion (DCE) is required by the Federal Transit Administration under the National Environmental Policy Act of 1970 (NEPA) for the Pacific Avenue/State Route 7 Bus Rapid Transit project from downtown Tacoma to Spanaway; and

WHEREAS, this NEPA Class of Action must be completed on schedule in order for the project to continue to be eligible for federal funding under the Small Starts Capital Investment Grant program (FTA Section 5309), of which Pierce Transit has requested \$59.72 million of the overall \$150 million construction budget; and

WHEREAS, additional work and levels of analysis are now required as part of the Locally Preferred Alternative, which were unknown in December 2016 when the contract was first awarded to WSP USA, Inc. and the high capacity transit mode was unknown; and

WHEREAS, the project's remaining budget does not include the \$226,118 needed to complete the DCE.

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

Section 1. The Board of Commissioners authorizes amendment of the 2019 capital budget to add \$226,118 from the 2019 Capital budget reserves to existing Contract No. PT-24-16 with WSP USA, Inc.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 12th day of August, 2019.

PIERCE TRANSIT

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Victoria Woodards, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC  
Clerk of the Board

TITLE: Authorizing the Chief Executive Officer to Execute the System Expansion Transit Integration Agreement Between Sound Transit and Pierce Transit and Task Order 1 for Sound Transit System Expansion Projects

DIVISION: Planning & Community Development

SUBMITTED BY: Tina Lee, Planning Manager

RELATED ACTION: N/A

ATTACHMENTS:

RELATION TO STRATEGIC PLAN: Customer

Proposed Resolution  
Exhibit 1, Proposed Integration Agreement  
Exhibit 2, Task Order 1

### BUDGET INFORMATION

Is it Budgeted? ☐ Yes / ☒ No

Project Name or Number: N/A

☒ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 0	Sound Transit's contribution will reimburse Pierce Transit staff time for timely support in delivery of ST3 Projects.
Grant/Other Amounts	\$ 100,000/Annually for 2019 & 2020 from ST to PT	
Total Expenditure	\$ 0	

### BACKGROUND:

In April 2016, the Pierce Transit Board of Commissioners approved Pierce Transit's long-range transit service and capital plan known as DESTINATION 2040 which provides a vision for Pierce Transit service and capital infrastructure for the next 24 years. This envisioned service network forms the basis for planning future capital needs including major transit facilities. In November 2016, voters in the Puget Sound area approved the Sound Transit 3 (ST3) program of projects.

In light of the capital plans and service expansions contemplated in ST3 and Destination 2040, and in light of the recognized need to integrate bus and light rail facilities to provide efficient service, Sound Transit and Pierce Transit wish to develop their new capital facilities and transit services in a coordinated manner. This proposed integration agreement establishes a framework to create a consistent and efficient structure of dedicated staff resources for transit system integration in order to meet Sound Transit's project timelines and to ensure that Sound Transit's new light rail facilities are designed and constructed to integrate with the expanded bus system that Pierce Transit will develop as set forth in DESTINATION 2040.

STAFF RECOMMENDATION:

This agreement provides funding for Pierce Transit staffing support of Sound Transit corridor projects approved by the voters in November 2016 (i.e., ST3 Projects). Early work on these projects will determine the alignment, profile, and station locations. Pierce Transit staff will aid Sound Transit in identifying bus volumes proposed to serve these stations in various future scenarios. The proposed task order includes common tasks including:

- System Wide activities such as documentation of Pierce Transit funding allocated for capital projects at or adjacent to ST3 stations, and providing relevant design information
- Project coordination and participation
- Transit integration assumptions
- Alternatives evaluation
- Preferred alternatives concurrence

Sound Transit will reimburse Pierce Transit \$100,000 per calendar year for two years for the costs associated with Pierce Transit performing this effort.

ALTERNATIVES:

Do not move forward with this integration agreement. However, in our usual planning work, PT already expends a significant level of effort to share information with ST and conduct reviews of ST projects to ensure that PT's service and projects are coordinated with ST. This benefits PT and its riders by helping to integrate timing, improve the rider experience, and to streamline projects. The funds that will be provided by ST for integration work will be utilized to reimburse Pierce Transit for its professional planning support of and coordination with ST.

PROPOSED MOTION:

Move to: Approve Resolution 2019-025, authorizing the Chief Executive Officer to enter into and execute the System Expansion Transit Integration Agreement between Sound Transit and Pierce Transit and Task Order 1 for Sound Transit System Expansion Projects.

## RESOLUTION NO. 2019-025

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to Execute  
2 the System Expansion Transit Integration Agreement between Sound Transit and Pierce Transit and Task Order 1  
3 for Sound Transit System Expansion Projects  
4

5 WHEREAS, in April 2016 by Resolution No. 16-009 the Pierce Transit Board of Commissioners  
6 approved Pierce Transit's long-range plan, DESTINATION 2040, that was developed with input from  
7 transportation stakeholders, other jurisdictions, and riders. DESTINATION 2040 provides a vision for Pierce  
8 Transit service and supporting capital infrastructure for the next 24 years. This envisioned service network  
9 forms the basis for planning Pierce Transit's future capital needs including major transit facilities; and

10 WHEREAS, in November 2016 voters approved a ballot measure known as Sound Transit 3,  
11 ("ST3"), which authorized Sound Transit to build 62 new miles of light rail to form a 116-mile system  
12 reaching the cities of Everett and Tacoma, the Seattle neighborhoods of Ballard and West Seattle, and the  
13 eastside cities of Redmond, south Kirkland, Bellevue, and central Issaquah; and

14 WHEREAS, Sound Transit and Pierce Transit wish to develop their new capital facilities and transit  
15 services in a coordinated manner so as to benefit both systems and riders throughout the region; and

16 WHEREAS, the proposed Integration Agreement applies partnering principles and facilitates Pierce  
17 Transit's participation in the projects included in the ST3 Plan during the Alternatives Development,  
18 Environmental Review, Preliminary Engineering, Final Design, and Construction phases of the projects;  
19 and

20 WHEREAS, Pierce Transit and Sound Transit desire to establish a common understanding of roles,  
21 responsibilities, schedule, and budget necessary for the timely delivery of ST3 projects; and

22 WHEREAS, this proposed Integration Agreement establishes a Task Order system that will provide  
23 annual funding for Pierce Transit staff resources to provide for planning support and coordination with  
24 Sound Transit.

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

26 Section 1. The Board of Commissioners authorizes the Chief Executive Officer to enter into and  
27 execute the System Expansion Integration Agreement Between Sound Transit and Pierce Transit in substantially  
28 the same form as Exhibit 1 hereto; and

29 Section 2. The Board of Commissioners authorizes the Chief Executive Officer to enter into and  
30 execute Task Order 1 for Sound Transit System Expansion Projects in substantially the same form as Exhibit 2  
31 hereto.

1 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
2 the 12th day of August 2019.

3 PIERCE TRANSIT

4  
5  
6 \_\_\_\_\_  
7 Victoria Woodards, Chair  
8 Board of Commissioners  
9

10 ATTEST/AUTHENTICATED

11  
12 \_\_\_\_\_  
13 Deanne Jacobson, CMC  
14 Clerk of the Board

**Exhibit 1**  
**SYSTEM EXPANSION TRANSIT INTEGRATION AGREEMENT**  
**BETWEEN**  
**SOUND TRANSIT AND PIERCE TRANSIT**  
**GA 0172-19**

**RECITALS**

- A. Pursuant to Chapter 81.112.070 RCW and public vote, the Central Puget Sound Regional Transit Authority (“Sound Transit”) is authorized to perform regional public transportation functions, and may contract with any public transportation benefit area, any county, transportation authority, city, metropolitan municipal corporation, and any private person, firm, or corporation for the planning, feasibility studies, design, construction, or operation of high capacity transportation system facilities within Sound Transit’s service area boundary.
- B. Pursuant to Chapter 36.57A RCW, Pierce County Public Transportation Benefit Area Corporation (“Pierce Transit”) is a public transportation benefit area and is authorized to perform the public transportation functions and authorities contemplated under Chapter 36.57A RCW.
- C. In November of 2016 voters approved that certain ballot measure known as Sound Transit 3 (“ST3”), which authorized Sound Transit to build 62 new miles of light rail to form a 116-mile system reaching the cities of Everett and Tacoma as well as the Seattle neighborhoods of Ballard and West Seattle, together with the eastside cities of Redmond, south Kirkland, Bellevue, and central Issaquah.
- D. In April of 2016 by Resolution No. 16-009 the Pierce Transit Board of Commissioners approved Pierce Transit’s long-range transit service and capital plan (“DESTINATION 2040”) that was developed with input from transportation stakeholders, the Pierce Transit Board of Commissioners, other jurisdictions, and riders. DESTINATION 2040 provides a vision for Pierce Transit service and supporting capital infrastructure for the next 24 years. This envisioned service network forms the basis for planning future capital needs including major transit facilities.
- E. In light of the capital plans and service expansions contemplated in ST3 and DESTINATION 2040, respectively, and in light of the recognized need to integrate bus and light rail facilities to provide efficient service, Sound Transit and Pierce Transit wish to develop their new capital facilities and transit services in a coordinated manner.
- F. Sound Transit and Pierce Transit are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

NOW THEREFORE, the Parties desire to create a consistent and efficient structure of dedicated staff resources for transit system integration in order to meet Sound Transit’s ambitious project timelines and to ensure that Sound Transit’s new light rail facilities are designed and constructed to integrate with the expanded bus system that Pierce Transit will develop to implement DESTINATION 2040.

**1. Principles and Goals**

- 1.1. Common Interests. Sound Transit and Pierce Transit have a shared interest in improving transit system integration. Early participation by Pierce Transit in Sound Transit project planning has improved customer experience by providing:
- Well-integrated bus connections with rail and BRT services

- Easy, safe and convenient bus-rail/rail-bus transfers for customers
- Strong, collaborative interagency relationship
- Reasonable accommodation for future passenger and service growth
- Efficient use of transit funding and resources

## 1.2. Sound Transit System Expansion Implementation Plan.

1.2.1. To meet the challenges of delivering ST3 Projects, Sound Transit developed a System Expansion Implementation Plan (SEIP) that identifies new methods of project development and delivery. Sound Transit has refined processes, policies, and organizational structures to support this streamlined project delivery model, and has developed new approaches for working with project partners, stakeholders, and local jurisdictions. The overall project development approach, including phases and key decisions is described in the SEIP. ST3 Projects, their phases, and key decision points for those projects are shown in **Exhibit A**.

1.2.2. This Agreement applies the SEIP partnering principles and facilitates Pierce Transit participation in the projects included in the ST3 Plan during the Alternatives Development, Environmental Review, Preliminary Engineering, Final Design, and Construction phases of the projects included in the ST3 Plan ("ST3 Projects"). This Agreement establishes a Task Order system that will provide biennial funding to Pierce Transit staff resources for ST3 Projects.

## 1.3. Destination 2040.

1.3.1. DESTINATION 2040 envisions more frequent, reliable, and fast transit service all day, every day throughout Pierce Transit's service area, together with innovative new travel options; clean, safe, and customer-friendly vehicles and facilities; and information that makes taking transit easy. The ST3 general station locations and ridership were considered in developing the DESTINATION 2040 network vision. To attain the vision, Pierce Transit will adjust the transit system incrementally over the next 25 years, in collaboration with local governments. The timeline will be affected by local development, changes to the street network, and the buildout of Sound Transit's regional transit network.

## 1.4. Commitment to Projects' Scopes, Schedules, and Budgets.

1.4.1. Project Scope Development. The ST3 Plan included representative projects developed for the purpose of establishing scope, cost estimates, and ridership forecasts. These representative projects will be used to establish the transit mode, corridor, number of stations, and general station locations during each Project's Alternatives Development Phase. The conceptual 2040 DESTINATION 2040 bus network was considered in planning ST3 projects, for the purposes of developing ridership estimates and evaluating transit integration for each corridor and station. The adopted DESTINATION 2040 plan will act as a starting point for identifying bus volumes and markets served, just as the ST3 representative alignments are the starting point for identifying reasonable alternatives for ST3 projects. The Parties acknowledge that suggestions to study additional alternatives are likely to emerge during their respective projects' alternatives development phases. The Parties will collaborate on the evaluation of reasonable alternatives that could meet project objectives and fulfill the purpose and intent of the voter-approved ST3 Plan and DESTINATION 2040.

1.4.2. Schedule. The Parties acknowledge the importance of meeting scheduled milestones and objectives for each of the ST3 Projects in order to begin light rail operations on time. Accordingly, the Parties will work in good faith toward the estimated target dates identified in the schedule attached as

### **Exhibit A.**

- 1.4.3. Budget. The Sound Transit ST3 Plan establishes a cost estimate for each ST3 Project, which could include future federal grants. Project funding includes funds for environmental review, staff costs, design, transit-oriented development, transit integration, station access, property acquisition and relocation costs, construction, mitigation, and contingencies. The Parties agree to work together to facilitate the ST3 Projects' completion within the cost estimates identified in the ST3 Plan.
- 1.4.4. Pierce Transit may request changes to an ST3 Project's scope to include improvements that would increase costs beyond the cost estimate identified in the ST3 Plan. In such cases, and before Sound Transit will incorporate any such modification into a project's scope, the Parties will first analyze options for reducing scope or risk elsewhere on the project or increase funding through Pierce Transit contributions or other means. Agreement on the scope and timing of these investigations and the decisions will be memorialized in signed documents or other agreements as mutually determined by the Parties. Following the analysis performed above, Sound Transit may reject Pierce Transit's proposal at its sole discretion. Pierce Transit will communicate plans contained within potential voter-approved or other forms of transit improvement initiatives, programs, or plans, and will be responsible for funding Pierce Transit-initiated modifications to planned ST3 projects if necessary. For purposes of this section 1.4.4, "funding" means a) the funding to design, permit, and construct capital improvements Pierce Transit wishes to develop that are in addition to, and not part of, an ST3 project's initial scope; and b) the additional cost to secure change orders, if such orders are necessary, to include such improvements in an ST3 project's revised scope.

## **2. Program Management**

### **2.1. General Goals and Expectations.**

- 2.1.1. With this Agreement, Sound Transit and Pierce Transit are establishing a common understanding of roles, responsibilities, schedule, and budget necessary for the timely delivery of the ST3 Projects. The ST3 Plan establishes aggressive timelines for project delivery by Sound Transit. It is in the mutual interests of Sound Transit and Pierce Transit, as well as other stakeholders and the public, to meet timelines and deliver quality transit expansion projects on schedule and within budget.
- 2.1.2. This Agreement is the first of multiple anticipated agreements and concurrence actions that will memorialize shared understandings between Sound Transit and Pierce Transit over the life of the ST3 Projects. The Parties anticipate entering into future agreements as the ST3 Projects advance through subsequent design and delivery phases.
- 2.1.3. The Parties are committed to meeting key milestones and thus commit to a high level of engagement during development and delivery of the ST3 Projects. The Parties will maintain staffing plans and provide levels of effort as agreed upon in the task orders with the intent to provide adequate staffing for timely delivery of the ST3 Projects.

### **2.2. Key Staff.**

- 2.2.1. To ensure effective intergovernmental cooperation and efficient project review, the Parties have each designated key staff members responsible for communications between the Parties, and identified the Integration Program manager as a key point of contact ("Key Staff"). Each Party's Key Staff is identified in **Exhibit B**.
- 2.2.2. Key Staff will be authorized by their respective organizations to direct, coordinate, and review the work of assigned staff. Key Staff will assemble, direct, and manage the staff in their respective organizations to achieve key project milestones within the project budget and schedule. Key Staff are responsible for coordinating their respective governmental agency or departmental staff and consultants assigned to a Project, including resolving disputes that may arise between departments



and/or consultants reporting to the Parties. Project coordination may require further agreements between the Parties. **Exhibit B** also describes the duties to be performed by the Key Staff.

- 2.3. Staffing Reimbursement Approach. Sound Transit will reimburse Pierce Transit in accordance with the provisions of the applicable task order for service planning and capital planning activities (including traffic and civil disciplines). The Parties will re-evaluate the biennial scope and staffing level during the first quarter of 2020, and annually thereafter, to establish the scope and reimbursement level for following biennia. The Parties may execute supplemental task orders for services not contemplated by the initial biennial task order.
- 2.4. Task Orders. The Parties will execute Task Orders that provide for Sound Transit to reimburse Pierce Transit staff. The form of the Task Orders is attached as **EXHIBIT C**.
  - 2.4.1. Biennial Staffing. Staffing during the 2019-2020 biennium will be addressed in Task Order 1.
  - 2.4.2. Supplemental Tasks. If Sound Transit determines that services are necessary that are not addressed in the current Biennial Task Order (if executed), and those services are not excluded from reimbursement as described in Section 2.3, the Parties may execute supplemental task orders for those services.

### **3. Transit Integration Strategies**

- 3.1. Sound Transit and Pierce Transit will use several strategies to achieve the integration goals described in the Puget Sound Regional Council Transit Integration Reports.
- 3.2. Pierce Transit will assist Sound Transit to incorporate transit integration facilities into the conceptual design and evaluation of Stations and determine funding of those facilities. Pierce Transit and Sound Transit will draft memoranda of understanding or other agreements that must allocate roles and responsibilities for the ownership, maintenance, and operations of transit integration facilities as described further in Sections 3.5 and 3.6.
- 3.3. For purposes of this Agreement, transit integration facilities may include, but are not limited to:
  - On- or off-street bus and paratransit active passenger zones/bays
  - On- or off-street bus and paratransit layover zones/bays
  - Bus and paratransit circulation roadways
  - Non-revenue vehicle parking
  - Bus operator comfort stations
  - Standard bus zone equipment and furnishings including standard passenger shelters and weather protection, real-time information signs, static signage, and wayfinding elements
- 3.4. Coordination with DESTINATION 2040. At the outset of the planning phase for each individual ST3 project, Pierce Transit will provide Sound Transit with the DESTINATION 2040 service vision relevant to that project. Pierce Transit and Sound Transit will use the bus volume, frequency, and routing information as a starting point for transit integration at individual ST3 facilities. As Pierce Transit refines its DESTINATION 2040 capital improvement plans, Pierce Transit will update Sound Transit on improvements adjacent to ST3 facilities.
- 3.5. Project-Based Concurrences and Term Sheets. As a strategy to keep ST3 projects on schedule, Sound Transit and Pierce Transit intend to utilize the following types of agreements, which may be supplemented with single-topic design decision documentation.

### 3.5.1. Agreements Anticipated During Alternatives Development Phase

#### 3.5.1.1. Early Phase: Transit Integration Assumptions

#### 3.5.1.2. Mid Phase: Alternatives Evaluation

3.5.1.3. End of Phase: Preferred Alternative Concurrence: Prior to Sound Transit's identification of a preferred alternative, Pierce Transit will provide written concurrence that adequate transit integration facilities have been reasonably incorporated in each project's conceptual designs.

### 3.5.2. Agreements Anticipated During Environmental Review Phase

#### 3.5.2.1. Mid-Phase: Jurisdictional Permitting Plan Memo endorsing station area concepts

#### 3.5.2.2. Mid-Phase: Conceptual Station Layouts

#### 3.5.2.3. Mid-Phase: ROW Needs Concurrence Document

#### 3.5.2.4. End of Phase: Transit Integration Improvements Term Sheet/Letter of Concurrence (U District/Roosevelt Example)

### 3.6. Project-Based Agreements – as determined for each project, likely to occur during Final Design & Construction

#### 3.6.1. Funding Agreements related to design and construction of Transit Integration Improvements

#### 3.6.2. Agreements for the Operations and Maintenance of Facilities/Infrastructure, including funding

#### 3.6.3. Property Acquisition Agreements

#### 3.6.4. Others as determined by the Parties

## 4. Invoicing

4.1. Pierce Transit will submit quarterly invoices and supporting documentation for actual efforts in an amount not to exceed amount of the task orders. The invoices must include: The appropriate Sound Transit purchase order number, which Sound Transit will provide after execution of each task order; a cover memo including a description of services provided by Pierce Transit; and any requested supporting documentation. Sound Transit will pay Pierce Transit the costs incurred up to the not-to-exceed amount of each Task Order. "Costs incurred" means labor costs and all associated overhead.

4.2. Pierce Transit will submit its monthly invoices with the required documentation via email or mail to [AccountsPayable@SoundTransit.org](mailto:AccountsPayable@SoundTransit.org), or Sound Transit, Accounts Payable, 401 S. Jackson St., Seattle, WA 98104-2826. Invoices must be paid within thirty days of Sound Transit's receipt of the invoice and acceptable documentation.

4.3. If Sound Transit determines that an invoice lacks sufficient documentation to support payment, Sound Transit will notify Pierce Transit of its determination and request that Pierce Transit provide additional documentation. Sound Transit may withhold payment of the invoice until supporting documentation is provided; however, such approval will not be unreasonably withheld.

## 5. Suspension, Termination, and Expiration

5.1. If Pierce Transit has not received payment from Sound Transit as provided in Section 4, Pierce Transit may suspend performance of all or any part of the associated work after giving Sound Transit thirty days' notice of Pierce Transit's intent to do so. Such suspension will remain in effect until payment is made in full, at which time the suspension will be lifted.

- 5.2. Either Party may terminate this Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Agreement in a timely manner or breaches any material provision of this Agreement and the dispute resolution process identified in Section 7 has failed to reach resolution within the timelines described therein. The Party wishing to terminate this Agreement for cause will provide the other Party with notice of its intent to terminate and will give the other Party an opportunity to correct the failure to perform or breach within thirty days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty days. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved party by giving ninety days' notice to the other Party.
- 5.3. Except as provided in this Section, a termination by either Party will not extinguish or release either Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement.
- 5.4. Pierce Transit may unilaterally terminate this Agreement for lack of appropriation or budgetary authority for the staff or services required under this Agreement, and shall provide Sound Transit with sixty (60) days' notice of any such termination.
- 5.5. Unless terminated earlier consistent with this Section 5, this Agreement shall expire when all ST3-funded projects within the physical boundaries of Pierce County have been completed.

## **6. Audits**

Sound Transit and Pierce Transit will maintain accounts and records, including contract and financial records that sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement so as to ensure proper accounting for all monies paid to the Pierce Transit by Sound Transit. These records will be maintained for a period of six years after termination or expiration of this Agreement unless (i) permission to destroy the records is granted by the authorized state official in accordance with chapter 40.14 RCW as now codified or hereafter amended and (ii) such destruction is agreed to by Pierce Transit and Sound Transit in writing.

## **7. Dispute Resolution**

- 7.1. The Parties will work cooperatively and in good faith toward the resolution of disputes.
- 7.2. The Parties will use their best efforts to prevent and resolve conflicts at the lowest level possible.
- 7.3. Either Party may invoke the dispute resolution process by providing written notice identifying the disputed obligations or payments to the other Party's Key Point of Contact identified in Exhibit A. The dispute resolution process is as follows:
  - 7.3.1. Level Two: Sound Transit's Key Point of Contact and Pierce Transit's Key Point of Contact will meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within 21 days of referral of the dispute to Level Two, either Party may refer the dispute to Level Three.
  - 7.3.2. Level Three: Sound Transit's Interdepartmental Coordinator or designee and the Pierce Transit's Interdepartmental Coordinator or designee will meet to discuss and attempt to resolve the dispute in a timely manner.
- 7.4. Except as otherwise specified in this Agreement, in the event that the dispute is not resolved at Level Three within 21 days after referral of that dispute to Level Three, the Parties are free to seek additional

higher levels of mediation within Sound Transit and Pierce Transit, or seek any legal remedy including filing suit, seeking any available legal or equitable remedy, or jointly pursuing further alternative dispute resolution methods such as mediation. The Parties are not obligated to participate in alternative dispute resolution. At all times prior to the resolution of the dispute, the Parties must continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

## **8. Insurance Matters**

8.1 Waiver of Recovery and Subrogation. Sound Transit and Pierce Transit both waive any claim against the other for loss or damage to property interests that are subject to this Agreement to the extent that loss or damage to their respective property interests are covered by first party (property) insurance policies. This waiver applies regardless of the cause or origin of the claim, including without limitation, loss due to the negligent acts or omissions of Sound Transit or Pierce Transit or their respective officers, directors, employees, agents, contractors, or invitees. Sound Transit and Pierce Transit must have their respective property insurers endorse the applicable insurance policies to reflect the foregoing waiver of claims, provided however, that the endorsement will not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver is acceptable.

### **8.2 Insurance.**

8.2.1. Sound Transit and Pierce Transit will each, during the term of this Agreement, maintain a policy or policies or program of general liability coverage equivalent in scope to the Commercial General Liability Coverage form (ISO), providing coverage for claims of bodily injury, property damage, and personal injury with policy limits of no less than \$5,000,000.00 per occurrence combined single limit of liability, with a general aggregate limit of no less than \$5,000,000.00. Pierce Transit may meet the requirements of this section by means of continued membership in the Washington State Transit Insurance Pool (WSTIP) with excess coverage provided by Government Entities Mutual. The policies or program must provide coverage on an "occurrence" basis not a "claims made" basis, and the limits can be attained through a combination of primary and excess insurance policies. A Party will, upon request of the other Party, provide written evidence (e.g. certificates of insurance) demonstrating that all required policies of insurance (in such amounts and with such coverages and endorsements as herein required) are in full force and effect.

8.2.2. Nothing in this Section 8.2 is intended to preclude the Parties from attaining the required coverage through a program of self-insurance or a combination of its self-insurance program and a program of excess insurance coverage.

## **9. Indemnification**

### **9.1. Reciprocal Indemnity.**

9.1.1. Subject to the waiver of recovery and subrogation set forth in Section 8.1 of this Agreement, Sound Transit and Pierce Transit will indemnify, defend, and hold the other harmless against any and all claims, suits, actions, or liability for personal injury, death, or for loss of or damage to property that arises out of the negligence or willful misconduct of the indemnitor, its employees, agents, or invitees.

9.1.2. The indemnity in Section 9.1 does not apply: (i) to claims, suits, actions, or liabilities to the extent they are caused by the negligent acts or omissions or willful misconduct of an indemnitee, or their agents, employees, contractors, or invitees; or (ii) to damage, claims, suits, actions, or liabilities waived in Section 8.1.

9.1.3. In the absence of comparative or concurrent negligence on the part of the Parties, or their respective agents, employees, contractors, or invitees, the indemnity in Section 9.1.1 includes attorneys' fees incurred in connection with an indemnified claim, or incurred by an indemnitee in successfully establishing the right to indemnification. The indemnitor, upon timely receipt of a tender of any claim or suit subject to indemnification, may assume the defense of any claim subject to the indemnity. The indemnitee must cooperate fully with the indemnitor and its counsel in any matter where the indemnitor defends an indemnitee, provided the indemnitor promptly reimburses the indemnitee the reasonable costs and expenses incurred in connection with their duty to cooperate in their defense.

9.1.4. When a claim, suit, action, or liability is a result of the joint or concurrent negligence or willful misconduct of Sound Transit and Pierce Transit, the duty to indemnify shall be proportionate to the fault of the parties.

9.2 Waiver of RCW Title 51 Immunity. Sound Transit and Pierce Transit agree that the indemnities in Section 9 specifically include, without limitation, claims brought by either party's employees against the other party. THE FOREGOING INDEMNITIES ARE EXPRESSLY INTENDED TO CONSTITUTE A WAIVER OF EACH PARTY'S IMMUNITY UNDER WASHINGTON'S INDUSTRIAL INSURANCE ACT, RCW TITLE 51, TO THE EXTENT NECESSARY TO PROVIDE THE OTHER PARTY WITH A FULL AND COMPLETE INDEMNITY FROM CLAIMS MADE BY EACH PARTY AND ITS EMPLOYEES, TO THE EXTENT OF THEIR NEGLIGENCE. SOUND TRANSIT AND PIERCE TRANSIT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION 9 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

## 10. Notice

Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

If to Sound Transit:

Sound Transit  
Alex Krieg  
Sound Transit  
401 South Jackson Street  
Seattle, WA 98104

If to Pierce Transit:

Pierce Transit  
Attn: Dana Henderson, General Counsel  
3701 96th Street SW  
Lakewood, Washington 98496-0070

## 11. Computation of Time

Any reference to "day" in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Agreement shall mean any calendar day that is not a "Legal Holiday." A Legal Holiday under this Agreement is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050. Any

period of time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day, as the case may be, after the event starting the period and shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

## **12. Force Majeure**

- 12.1 Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations under this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party is unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing definition, Force Majeure Event may include natural phenomena, such as storms, hurricanes, floods, lightning or earthquakes; explosions or fires arising from causes unrelated to the acts or omissions of the party seeking to be excused from performance; acts of war, civil unrest, public disorder, sabotage, epidemic, rebellion, riot, or terrorism or war. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers, contractors or subcontractors, except to the extent that such acts or omissions arise from a Force Majeure Event as defined in this Section 12.1.
- 12.2 Except as otherwise specifically provided in this Agreement, neither Party shall be considered in default or breach of this Agreement or liable for any delay or failure to comply with the terms of this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event. Provided, that the Party claiming relief based on a Force Majeure Event shall: (a) promptly notify the other Party in writing of the existence and nature of the Force Majeure Event; (b) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (c) notify the other Party in writing of the cessation of such Force Majeure Event; and (d) resume performance of its obligations under this Agreement as soon as practicable thereafter.

## **13. Compliance with Law**

- 13.1 Each Party shall comply, and shall ensure that its consultants, 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.
- 13.2 If particular ST3 projects are federally funded, then task orders under this agreement associated with those projects will include appropriate federal clauses.
- 13.3 Pierce Transit may use state or federal grant funding to pay for the design or construction (or both) of modifications to a project's scope that are agreed to by Sound Transit as described in Section 1.4.4 of this Agreement. In such cases, Pierce Transit will incorporate all relevant state or federal grant requirements into any agreements or task orders developed by the Parties relating to such modifications. Sound Transit will comply with all such requirements while performing the grant-funded tasks called for in such agreements or task orders.

## **14. Assignment**

Neither Party may assign this Agreement or any rights hereunder without the other Party's explicit prior written consent, which consent shall not be unreasonably withheld.

## **15. Legal Relations**

- 15.1 Sound Transit is a regional transit authority, duly organized under Chapter 81.112 RCW, validly existing and in good standing under the laws of the State of Washington. Pierce Transit is a public transportation benefit area corporation duly organized under Chapter 36.57A RCW, validly existing and in good standing

under the laws of the State of Washington. By execution of this Agreement, Sound Transit and King County each represent to the other that it has authority to enter into this Agreement and perform its obligations hereunder.

- 15.2 No partnership, joint venture or joint undertaking between the Parties shall be construed from this Agreement. No elected or appointed official, officer, agent, advisor, attorney, consultant, or employee of either Party has any personal liability, directly or indirectly, under this Agreement. This Agreement is made only to and for the benefit of the Parties, and shall create no right, duty, privilege, obligation, claim, or cause of action in any other person or entity.
- 15.3 Nothing in this Agreement shall limit, alter, or otherwise affect the governmental or police powers of King County or the Central Puget Sound Regional Transit Authority.
- 15.4 The Parties are independent contractors to each other. Neither Party is an employee or agent of the other. Employees, agents, consultants and representatives of one Party shall not be deemed or construed to be employees or agents of the other Party. No employee, agent, consultant or representative of either Party shall make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other Party. Each Party shall be solely responsible for any claims for wages or compensation by its employees, agents, and representatives, including consultants, and shall release, indemnify, and hold the other Party harmless from any such claims. PROVIDED, that nothing in this Section 15.5 shall operate or be deemed to affect, limit, or diminish Sound Transit's obligations to reimburse Pierce Transit under Section 4 for the overhead rate for work performed under Section 2 of this Agreement or as may otherwise be agreed in writing by the Parties in one or more separate documents duly executed by them.

## **16. Governing Law; Venue**

This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. If, after dispute resolution under Section 7, either Party brings a lawsuit related to or arising out of this Agreement, then the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

## **17. Attorney Fees; Jury Trial Waiver**

- 17.1. If, after dispute resolution under Section 7, either Party initiates any legal action to enforce this Agreement, then each Party shall bear its own attorney's fees and costs in connection with such action.
- 17.2. The Parties knowingly, voluntarily, and intentionally waive their right to a jury trial in connection with this Agreement, the further agreements contemplated under this Agreement, and any course of dealings or actions by the Parties arising out of or relating to this Agreement.
- 17.3. The allocation of attorney fees and costs and the waiver of jury trial set forth in this Section 17 are each a material inducement for the Parties to execute this Agreement. This Section 17 shall survive the termination or expiration of this Agreement.

## **18. Nonwaiver**

No waiver of any breach or default under this Agreement shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

## **19. Severability**

If any portion of this Agreement is found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

## **20. Negotiation and Construction**

This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The captions of any articles, paragraphs or sections in this Agreement are for purposes of convenience only and are not intended to define or limit the contents of those articles, paragraphs or sections. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

## **21. Entire Agreement; Amendment; Original Counterparts**

The recitals are a material part of this Agreement and are incorporated into it by this reference. This writing, including the Exhibits attached hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all Parties. This Agreement supersedes and replaces all prior negotiations, agreements or representations regarding the subject matter addressed, whether oral or written. This Agreement may be executed in one or more counterparts, and by facsimile or other electronic signature meeting the requirements of Chapter 19.34 RCW. All executed counterparts shall be construed together, and shall, together with the text of this Agreement, constitute one and the same instrument.

## **22. Binding Effect**

Subject to Section 14 above, this Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

## **23. Effective Date**

This Agreement shall be effective on the date that it has been executed by both of the Parties, whichever of them is last to sign.

*Signatures on following page*



**IN WITNESS WHEREOF**, each of the Parties has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

**SOUND TRANSIT**

\_\_\_\_\_  
Peter M. Rogoff, Chief Executive Officer

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

Authorized by Motion No. \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Sound Transit Legal Counsel

**PIERCE TRANSIT**

By: \_\_\_\_\_  
Susan Dreier, Chief Executive Officer

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

Authorized by Resolution No.: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Pierce Transit General Counsel

**Exhibits**

Exhibit A: ST3 Program Master Schedule

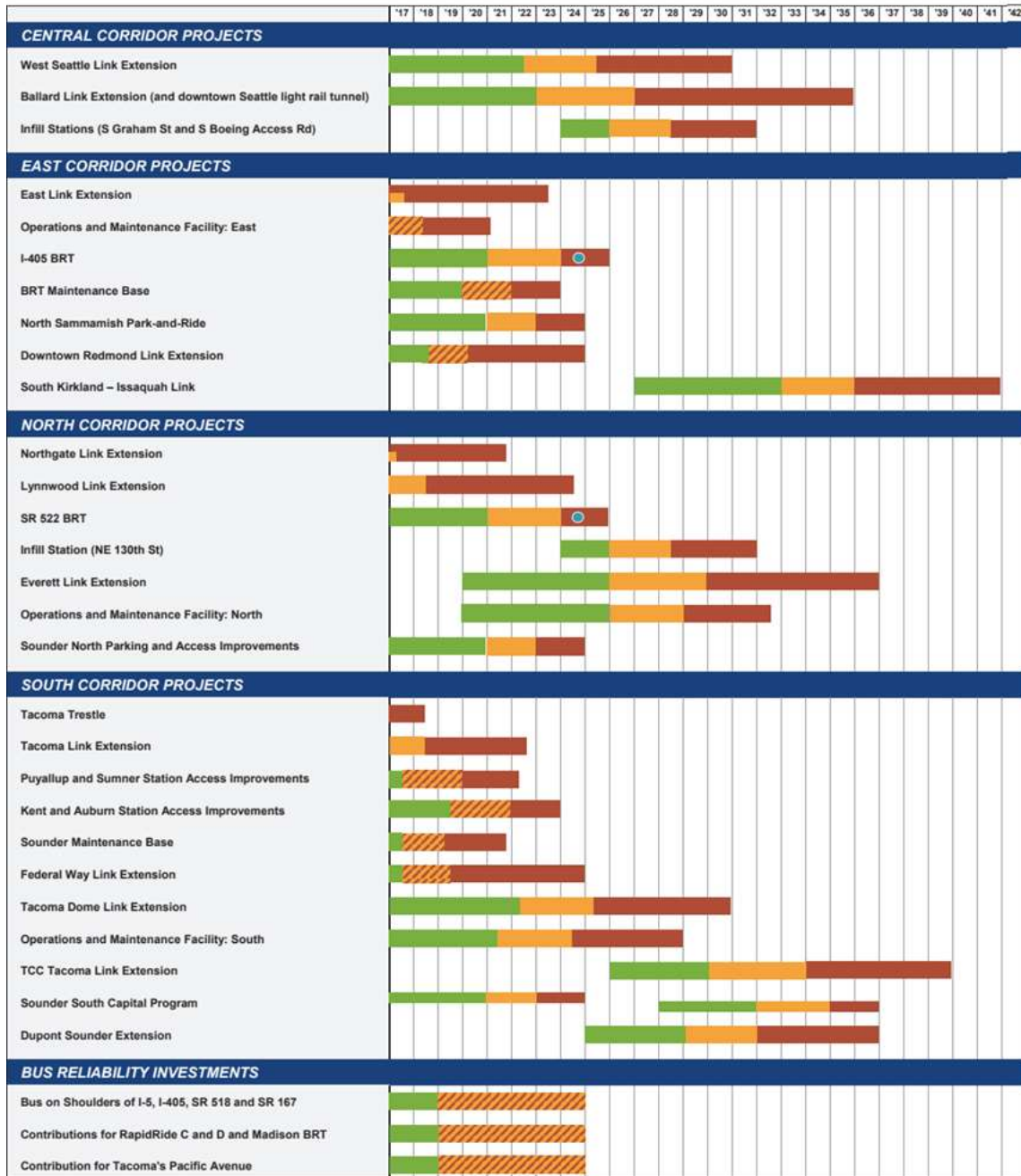
Exhibit B: Key Staff and Responsibilities

Exhibit C: Form of Task Orders

## EXHIBIT A

### ST3 PROGRAM MASTER SCHEDULE

#### PROJECT TIMELINES OF MAJOR SOUND TRANSIT PROJECTS



KEY:

- Planning
- Final Design (hatched lines indicates Design-Build)
- Construction
- BRT Begins Operation



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## EXHIBIT B

### KEY STAFF

#### SOUND TRANSIT KEY POINT OF CONTACT:

Alex Krieg  
Planning and Integration Manager  
Sound Transit  
401 S Jackson St  
Seattle, WA 98104  
(206) 903-7663  
[alex.krieg@soundtransit.org](mailto:alex.krieg@soundtransit.org)

#### PIERCE TRANSIT KEY POINT OF CONTACT:

Tina Lee  
Planning Manager  
Pierce Transit  
3701 96th St SW  
Lakewood, WA 98496  
(253) 589-6887  
[tlee@piercetransit.org](mailto:tlee@piercetransit.org)

### RESPONSIBILITIES OF KEY STAFF

#### PIERCE TRANSIT KEY STAFF

In order to proactively work through transit integration issues, and facilitate expedited project delivery, key Pierce Transit staff will need to coordinate on a regular basis with Sound Transit. Communication between Pierce Transit and Sound Transit will continue at multiple levels. Pierce Transit has created an internal matrixed system to better define staff roles and responsibilities, and to ensure better coordination across projects. A summary of this structure is shown in the chart below.

The Integration Program Manager will be a key point of contact at Pierce Transit. Regular coordination meetings with Pierce Transit Integration Program Manager as determined for specific projects are anticipated. Pierce Transit Integration Program Manager, in conjunction with Sound Transit, will also identify appropriate check-in points with the County Council. Pierce Transit Integration Program Manager is responsible for ensuring participation by appropriate technical staff in the applicable projects' regular interagency meetings as well as occasional stakeholder workshops focused on alternatives development, station area planning, system access, TOD or other technical areas.

Role	Name (s)	Responsibilities
Pierce Transit Board of Commissioners		Approves Interlocal Agreements and other legislation as needed
Executive Office	Sue Drier	Resolves high-level issues, approves interagency agreements needing Executive approval

Role	Name (s)	Responsibilities
Oversight Committee	Ryan Wheaton Tina Lee Patrick Blankenship Dana Henderson Brett Freshwaters Alexandra Mather	<ul style="list-style-type: none"> <li>• Approves staff level agreements documenting Pierce Transit concurrence on analysis/design approaches and proposed solutions.</li> <li>• Approves concurrence documentation with Sound Transit at key milestones in project development.</li> <li>• Recommends interagency agreements, including the Pierce Transit budget process, legislation, and ongoing reporting and financial management.</li> </ul>
Integration Program Manager (Level 2)	Tina Lee	<ul style="list-style-type: none"> <li>• Serves as Pierce Transit's single point of contact facilitating Sound Transit coordination efforts across the ST3 Projects within Pierce Transit</li> <li>• Coordinates communication between ST3 Project teams and Pierce Transit staff, including but not limited to, transportation, planning, operations, bus operations and maintenance facility teams, facilities, parking, TOD, alternative mobility programs, multi-modal access, and public information.</li> <li>• Manages internal coordination efforts within Pierce Transit across projects.</li> <li>• Attends regular management coordination meetings with Sound Transit and organizes leadership meetings as necessary.</li> </ul>
Pierce Transit Team Leads (Level 1)	To be specified in task orders Jason Kennedy	<ul style="list-style-type: none"> <li>• Responds to Sound Transit for technical input related to project development.</li> <li>• Participates in project-specific interagency meetings and coordinates involvement by other Pierce Transit staff as necessary.</li> <li>• Coordinates Pierce Transit staff involvement in periodic project-specific technical coordination meetings with Sound Transit staff and consultants.</li> <li>• Coordinates Pierce Transit involvement in project-specific stakeholder workshops, as appropriate, focused on alternatives development, station area planning, system access, TOD or other issues.</li> </ul>

## SOUND TRANSIT DESIGNATED REPRESENTATIVE

Sound Transit has created an internal matrixed system similar to Pierce Transit's described above to better define staff roles and responsibilities, and to ensure better coordination across projects. A summary of this structure is shown in the chart below.

The Integration Program Manager will be a key point of contact at Sound Transit. Regular coordination meetings with Pierce Transit's Integration Program Manager as determined for specific projects are anticipated. Sound Transit's Integration Program Manager is responsible for providing central coordination among ST3 Projects to support Pierce Transit with balancing resource needs. The Sound Transit Designated Representative will participate in regularly scheduled project coordination meetings and monitor activity across the ST3 Projects. The Sound Transit Designated Representative will ensure that ST3 Project teams address all review comments and that responses to comments are coordinated between all Sound Transit departments and the consultant team. The Sound Transit Designated Representative will also be responsible for ensuring that Pierce Transit is informed as soon as practicable of any changes required to the budget, scope or schedule of the ST3 Projects that may impact Pierce Transit.

Role	Name (s)	Responsibilities
Sound Transit Board		Adopts project decisions and approves agreements and other Board actions as needed
Chief Executive Officer	Peter Rogoff	Resolves high-level issues
Oversight Committee	Corridor Directors, Don Billen, Carrie Avila-Mooney, Matt Shelden, Alex Krieg	<ul style="list-style-type: none"><li>• Approves staff level agreements documenting Sound Transit concurrence on analysis/design approaches and proposed solutions.</li><li>• Approves concurrence documentation with Pierce Transit at key milestones in project development.</li><li>• Recommends interagency agreements, including the Sound Transit budget process, Board actions, and ongoing reporting and financial management.</li></ul>
Interdepartmental Coordinators (Level 3)	Project Directors, Matt Shelden, Trinity Parker	<ul style="list-style-type: none"><li>• Coordinates with Sound Transit's Executive Leadership Team on Pierce Transit issues.</li><li>• Coordinates development of agreements between Sound Transit and Pierce Transit specific to ST3 Projects.</li><li>• Provides oversight of coordination activities within Sound Transit specific to project development documentation, design submittals, and other Pierce Transit-related projects, plans, or initiatives that have potential to interfere with the design and construction of Sound Transit projects.</li><li>• Coordinate Sound Transit staff engagement with Sound Transit Board members.</li></ul>

Role	Name (s)	Responsibilities
Planning Integration Manager (Level 2)	Alex Krieg	<ul style="list-style-type: none"> <li>Serves as Sound Transit's single point of contact facilitating Pierce Transit coordination efforts across the ST3 Projects within Sound Transit and communicating with the Sound Transit Board on behalf of Sound Transit.</li> <li>Ensures coordination of Sound Transit staff review of Pierce Transit comments regarding project development documents, and ensure appropriate accommodation of Pierce Transit comments.</li> <li>Ensures coordination of Sound Transit staff review of Pierce Transit comments on design submittals for stations, guideway, and associated facilities, and ensures appropriate accommodation of Pierce Transit comments.</li> <li>Ensures coordination within Sound Transit to review and address other Pierce Transit projects, plans, or initiatives that have the potential to interfere with the design and construction of Sound Transit's projects, facilitate conflict resolution, and identify opportunities for coordinated delivery or joint development.</li> </ul>
Project Team Leads	To be specified in task orders	<ul style="list-style-type: none"> <li>Solicits and responds to Pierce Transit feedback for technical input related to project development</li> <li>Participates in project-specific interagency meetings and coordinates involvement by other Sound Transit staff as necessary.</li> <li>Coordinates Sound Transit staff involvement in periodic project-specific technical coordination meetings with Pierce Transit staff and consultants.</li> <li>Coordinates Sound Transit involvement in project-specific stakeholder workshops, as appropriate, focused on alternatives development, station area planning, system access, TOD or other issues.</li> </ul>

**EXHIBIT C**  
**TASK ORDER FORMAT**

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**TRANSIT INTEGRATION PARTNERSHIP AGREEMENT  
BETWEEN PIERCE TRANSIT AND SOUND TRANSIT  
FOR SOUND TRANSIT SYSTEM EXPANSION PROJECTS**

**Task Order \_\_\_\_: Title**

This Task Order is issued under the Project Administration Agreement between Pierce Transit and Sound Transit for Services Related to Sound Transit System Expansion Projects dated \_\_\_\_\_, 2019. This Task Order establishes the scope, schedule, and budget for the services (Services) provided by the County for the [TASK ORDER NAME]. The County agrees to perform the Services in the manner set forth in this Task Order. The terms and conditions of the Funding Agreement are incorporated into this Task Order unless expressly modified below.

The effective date of this Task Order is \_\_\_\_\_, 20\_\_\_\_.

**Project Description.** *General Description of the work to be performed. May also include definitions if helpful/appropriate.*

- The Scope of Work is included as Attachment 1 to this Task Order.

The authorized representatives of the parties have agreed to the terms of this Task Order by signing below.

<u>For Pierce Transit</u>	<u>For Sound Transit</u>
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date
Approved as to Form:  _____	Approved as to Form:  _____
Name, Position	Name, Sound Transit Legal Counsel

**Exhibit 2**  
**TRANSIT INTEGRATION AGREEMENT**  
**BETWEEN PIERCE TRANSIT AND SOUND TRANSIT**  
**FOR SOUND TRANSIT SYSTEM EXPANSION PROJECTS**

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**Task Order 1: 2019 - 2020**

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This Task Order is issued under the Transit Integration Agreement "Agreement" between Pierce Transit and Sound Transit dated \_\_\_\_\_, 2019. This Task Order establishes the scope, schedule, and budget for the services (Services) provided by Pierce Transit for the biennium 2019 and 2020. Pierce Transit agrees to perform the Services in the manner set forth in this Task Order. The terms and conditions of the Agreement are incorporated into this Task Order by reference. If there is any conflict or ambiguity between the Agreement and this Task Order, then the Agreement shall control.

The effective date of this Task Order is \_\_\_\_\_, 2019.

**Project Description.** *General Description of the work to be performed. May also include definitions if helpful/appropriate.*

- The Scope of Work and Budget is included as Attachment 1 to this Task Order.

The authorized representatives of the parties have agreed to the terms of this Task Order by signing below.

<u>For Pierce Transit</u>	<u>For Sound Transit</u>
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date
Approved as to Form: _____ Pierce Transit Legal Counsel	Approved as to Form: _____ Sound Transit Legal Counsel



**Purpose**

This task order provides Pierce Transit staffing support for Sound Transit corridor projects approved by the voters in November 2016 (i.e. ST3 Projects). Early work on these projects will determine the alignment, profile, and station locations. Pierce Transit staff will aid Sound Transit in identifying bus volumes proposed to serve these stations in various future scenarios.

**Cost and Invoicing**

Sound Transit will pay Pierce Transit \$100,000 per calendar year for two years for the costs associated with Pierce Transit performing the work as described below. Pierce Transit will invoice Sound Transit quarterly, and Sound Transit will make payment to Pierce Transit within thirty (30) days of the date of the invoice. The Parties will evaluate the staffing level and scope of work in the first quarter of 2020.

**Scope**

**Task 1: System-Wide Activities**

1.1 Provide Sound Transit with documentation of Pierce Transit funding allocated for capital projects at or adjacent to Sound Transit 3 stations.

1.2 Provide Sound Transit with all relevant existing design information, including design and station criteria, , transit route facilities design guidelines, comfort station requirements, electrical minispecs, electrical and communications room requirements for air filtering and temperature control, specifications for current and next-generation tech pylon foundations, shelter footings, and sign foundations, vehicle specifications, turning movement information, and critical hinge angles.

1.3 Pierce Transit and Sound Transit will work together to develop standard assumptions and guidance for a Transit Integration Implementation Plan that includes general funding responsibilities, using the U-District/Roosevelt Term Sheet as a template.

1.4 Pierce Transit and Sound Transit will work together to identify funding opportunities for shared use facilities and improvements, including access improvements. This may include Destination 2040, local funding, and/or grant opportunities.

1.5 Pierce Transit and Sound Transit will work together to identify opportunities to streamline project delivery and maximize transit investments for each of the ST3 Projects.

1.6 Sound Transit will provide project schedules that indicate when input will be needed from Pierce Transit. The project schedules will be updated at least quarterly and show estimated delivery dates six months in advance. Generally, Pierce Transit staff will need two calendar weeks to respond to requests for information. For larger bodies of work such as 30%, 60% and 90% designs and release for construction designs, Sound Transit will make a good faith effort to notify Pierce Transit a minimum of three calendar weeks in advance of providing formal design submittals for review. Pierce Transit will

perform a review of the packages and return unified and coordinated comments within thirty calendar days of receipt.

## **Task 2: Common Tasks across Sound Transit 3 Projects**

This section provides an overview description of activities to be performed by Pierce Transit for each project over the course of project development. Note that many of these activities will occur in future biennia. Tasks 3 and 4 indicate which activities are anticipated to be performed for each project during 2019 and 2020.

### **2.1 Project Coordination and Participation**

2.1.1 Represent Pierce Transit at ST3 Project station and transit integration workshops, charrettes, stakeholder involvement activities, including meetings with elected officials, interagency groups, public meetings, and other events, and prepare and participate in joint presentations as needed.

2.1.2 Provide existing conditions information, plans, and future known conditions for Pierce Transit owned and/or managed facilities upon request by Sound Transit. This may include as-built documents, operations and maintenance plans, signage inventories, photos, and facilities information.

### **2.2 Transit Integration Assumptions/Risks**

2.2.1 Provide input on existing and future Pierce Transit service as it relates to ST3 Projects, including Destination 2040 planned service at ST3 Project stations and facilities. Participate in the evaluation of transit service programmatically to evaluate potential needs, gaps, and opportunities.

2.2.2 Coordinate and review possible transit integration opportunities at or near ST3 Project stations. Pierce Transit and Sound Transit will work together to draft a memorandum of understanding for roles and responsibilities around the funding, ownership, maintenance, and operations of transit integration facilities.

2.2.3 Provide recommendations for potential to facilitate fast and convenient transfers, including speed and reliability treatments at key arterials, bus-only lanes, bus-on-shoulder lanes, and intersection improvements.

2.2.4 Prepare a Transit Integration Assumptions Memo summarizing assumed transit integration facilities associated with each ST3 Project for acceptance by Sound Transit.

### **2.3 Alternatives Evaluation**

2.3.1 Review and comment on station siting information, alternatives development and screening information, designs, and environmental review assessments during alternatives development.

2.3.2 Provide technical review and transit-specific responses to ST-led analyses of alternatives, including traffic, bus operations, access, TOD, transit speed and reliability improvements (BAT lanes, bus lanes, queue jumps, and transit signal priority) and other topics.

2.3.3 Comment on preliminary ST3 station and transit center concepts (for new stations) including high-level operational advantages and potential risks.

2.3.4 Sound Transit and Pierce Transit will work together, and in coordination with applicable local jurisdictions, to identify appropriate locations to evaluate bus and vehicle circulation on surrounding roadway system.

2.3.5 Prepare an Alternatives Evaluation Memo summarizing Pierce Transit comments regarding transit integration facilities including but not limited to:

- Bus operations for key station layouts, identifying issues and concerns, risks
- Estimated gross space needs for transit, identifying potential non-motorized and other access-related improvements
- Technical, transit-specific responses to ST-led traffic analyses
- Appropriately sized passenger amenities

## 2.4 Preferred Alternative

2.4.1 Sound Transit and Pierce Transit will work together to develop a “preferred alternative concurrence document” (i.e. a term sheet or letter of concurrence) summarizing the key transit integration findings of the alternatives development phase and to memorialize the elements and assumptions regarding transit integration facilities for each ST3 Project’s preferred alternative. Sound Transit and Pierce Transit intend that this document serve as the basis for completing environmental review and for progressing station design.

## 2.5 Permitting Plan/Station Concepts Endorsement

2.5.1 Pierce Transit will review Sound Transit’s station concepts to be included in the permitting plan for agencies with permitting jurisdiction and provide an endorsement memo or letter regarding the transit integration facilities described for those stations.

## 2.6 Station Layout Concurrence

2.6.1 Review and provide comment on station layout options and evaluate bus circulation and operational plan, including transit support facilities (such as layover and comfort stations), pedestrian circulation, and passenger amenities locations.

2.6.2 Review and provide comment on designs and plans for speed and reliability improvements including transit signal priority strategies.

2.6.3 Pierce Transit and Sound Transit will work together to develop a Station Layout Concurrence document (i.e. a term sheet or letter of concurrence) that depicts and documents decisions made regarding each ST3 Project’s station layouts. Sound Transit and Pierce Transit intend that this document serve as the basis for preparing the Transit Integration Implementation Plan.

## 2.7 Right of Way Needs Concurrence

2.7.1 Pierce Transit and Sound Transit will work together to identify public and private right of way and property needs for transit integration facilities, including alternatives for optimizing use of existing public rights of way and minimizing the need to acquire property. Pierce Transit will review right of way plans and provide comments regarding whether sufficient right of way is provided to support transit integration facilities. Sound Transit and Pierce Transit will prepare a document to memorialize concurrence that right of way plans are sufficient. Sound Transit and Pierce Transit intend that this

document serve as the basis for identifying right of way responsibilities to be contained in the Transit Integration Implementation Plan.

### **2.8 Transit Integration Implementation Plan**

2.8.1 Participate in planning around shared use facilities, including existing and future transit centers, mobility hubs, and parking facilities.

2.8.2 Pierce Transit and Sound Transit will work together, using guidance developed under Task 2.3 above, to identify all transit integration facilities and related right of way needs associated with each ST3 station or Project and document funding, construction, ownership, and maintenance responsibilities for each facility and associated right of way. This information will be documented in a plan and memorialized by agreement between Sound Transit and Pierce Transit. Outside entities may be parties to this agreement if applicable.

### **Task 3: Tacoma Dome Link Extension**

Leads: Sound Transit: Curvie Hawkins

Pierce Transit: Jason Kennedy

Stations: three stations

Tasks: (as described in Task 2 unless otherwise noted)

#### **3.1 Project Coordination and Participation**

#### **3.2 Transit Integration Assumptions**

#### **3.3 Alternatives Evaluation**

#### **3.4 Preferred Alternative Concurrence**

### **Task 4: Sounder South Capital Program**

Leads: Sound Transit: Melissa Saxe

Pierce Transit: Patrick Blankenship

Tasks: (as described in Task 2 unless otherwise noted)

#### **3.1 Project Coordination and Participation**

#### **3.2 Transit Integration Assumptions**

#### **3.3 Alternatives Evaluation**

#### **3.4 Preferred Alternative Concurrence**

**TITLE:** Authorization to Operationalize a Program to Sell Paper One Ride Tickets and All Day Passes to Qualified 501(c)(3) Not-for-Profit Human Service Agencies at a Fifty Percent Discount Effective September 1, 2019, and Authorizing Related Housekeeping Amendments to Pierce Transit Code Section 3.72.010 – Definitions and Adding a New Section 3.72.035 – Human Services Agencies Program

**DIVISION:** Planning & Community Development

**SUBMITTED BY:** Kathy Walton, Marketing Assistant Manager

**RELATED ACTION:**

Fact Sheet No. 2018-039, May 14, 2018: Authorization to Implement a One Year Pilot Project to Sell One-Ride Tickets and All Day Passes to Registered 501(c)3 Not-for-Profit Human/Social Service Agencies at a Fifty Percent Discount.

**ATTACHMENTS:** Proposed Resolution  
Exhibit A, Proposed Code Changes

**RELATION TO STRATEGIC PLAN:** Customer

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**BUDGET INFORMATION**

Is it Budgeted? ☐ Yes / ☒ No

Project Name or Number: N/A

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 67,500	Estimated discounts (rounded) provided to qualified 501(c)(3) agencies, based on current average ticket/pass quantities sold. Potential increase in ridership is not factored in.
Grant/Other Amounts	\$	
Total Expenditure	\$ 67,500	

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**BACKGROUND:**

Pierce Transit has sold paper One Ride Tickets and All Day Passes to human service agencies since 2010. The tickets and passes were sold at face value with no discount. On March 29, 2018, the Pierce Transit Board of Commissioners held a study session and was provided information on Pierce Transit's fare media program for human/social service providers and other low income fare programs in the region. The Board expressed a desire to assist human service agencies in stretching their limited budgets by selling One Ride tickets and All Day Passes at a discounted rate. The Board authorized a pilot project selling One Ride Tickets and All Day Passes to 501(c)3 not-for-profit human service agencies at a fifty (50) percent discount. Staff was directed to return to the Board approximately nine (9) months into the pilot to provide information on sales and usage. This information would be used to help the Board determine if the project continues beyond the pilot period. The pilot program was implemented for registered 501(c)(3) Not-for-Profit human service agencies on September 1, 2018.

Since the pilot program began, staff have seen a steady increase in the number of 501(c)(3) agencies that have applied for the pilot program, submitted proof of their eligibility, and been approved for the discount. Currently seventy-seven 501(c)(3) agencies are participating in the program. This pilot has enabled participating agencies to provide public transportation to a larger number of people in need.

During the first ten months of this pilot program, from September 1, 2018 through June 30, 2019, the average number of tickets and passes sold at half-price through the pilot program was 3,329.8 units per month; the average value of the discounts provided by Pierce Transit was \$5,620.71 per month. The chart below compares the total sales during this 10-month period to the sales of a like period prior to the pilot program, September 1, 2017 through June 30, 2018:

SALES OF MAGNETIC STRIPE PAPER TICKETS AND PASSES	9/1/2017 through 6/30/18	9/1/2018 through 6/30/19
Qty tickets & passes sold –full price	128,766	94,795
Sales tickets & passes-- full price	\$325,865.75	\$214,879.50
Qty tickets & passes sold –half price	Not applicable	33,298
Sales tickets & passes—half price	Not applicable	\$56,207.10
Total Sales	\$325,865.75	\$271,086.60
Avg Total Sales/Month	\$32,586.58	\$27,108.66
Total Units Sold	128,766	128,093
Avg Units Sold/Month	12,876.6	12,809.3

In summary, the number of tickets and passes sold was nearly equal before and during the pilot program. Participating 501(c)(3) organizations may be using their cost savings to supplement other areas in their budgets.

The administration of this program has been conducted successfully in-house, by existing staff. Compared to administering the ticket/pass program overall, additional time spent to administer the pilot program discounts is negligible, since processes and computer programs are already in place. If the program continues, additional staff will not be needed to continue this work.

STAFF RECOMMENDATION:

Staff recommends continuing to sell paper One Ride Tickets and All Day Passes to qualified 501(c)(3) Not-for-Profit human service agencies at a fifty (50) percent discount after the pilot project timeframe ends on 8/31/19. The discount would allow qualified 501(c)(3) human service agencies to continue providing transportation services to more clients in need and/or to spend already scarce dollars on other expenditures.

ALTERNATIVES:

Return to selling paper One Ride Tickets and All Day Passes at full price ("face value") to all human service agencies, regardless of their status as a 501(c)(3) human services agency.

PROPOSED MOTION:

Move to: Adopt Resolution No. 2019-026, operationalizing a program to sell paper One Ride Tickets and All Day Passes to Qualified 501(C)3 Not-for-Profit Human Services Agencies at a fifty (50) percent discount effective 9/1/19, and approving related housekeeping Pierce Transit Code amendments to Section 3.72.010– Definitions and Adding a New Section 3.72.035 – Human Services Agencies Program, as set forth in Exhibit A.

**RESOLUTION NO. 2019-026**

A RESOLUTION of the Board of Commissioners of Pierce Transit Operationalizing a Program to Sell Paper One Ride Tickets and All Day Passes to Qualified 501(c)(3) Not-for-Profit Human Service Agencies at a Fifty Percent Discount Effective September 1, 2019, and Authorizing Related Housekeeping Amendments to Pierce Transit Code Section 3.72.010 – Definitions and Adding a New Section 3.72.035 –Human Services Agencies Program

WHEREAS, Pierce Transit has operated a pilot program since September 1, 2018, offering a fifty percent (50%) discount on paper One Ride Tickets and All Day Passes to qualified and verified 501(c)(3) Not for Profit Human Service Agencies, and

WHEREAS, the pilot program has enabled participating agencies to provide public transportation to a larger number of people in need and/or to spend already scarce dollars on other expenditures; and

WHEREAS, the number of participating 501(c)(3) organizations has grown throughout the pilot program; and

WHEREAS, the pilot program has been deemed successful; and

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

Section 1. The Board of Commissioners hereby authorizes operationalizing a program to sell paper One Ride Tickets and All Day Passes to qualified 501(c)(3) not-for-profit human service agencies at a fifty (50) percent discount effective September 1, 2019; and

Section 2. The Board of Commissioners hereby authorizes related housekeeping amendments to the Pierce Transit Code at Section 3.72.010 – Definitions, and Adding a New Section 3.72.035 – Certified, Registered 501 (c)(3) Not-for-Profit Human Services Agencies, as described in Exhibit A.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 12th day of August 2019.

PIERCE TRANSIT

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Victoria Woodards, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC  
Clerk of the Board



Resolution No. 2019-026  
Exhibit A

**3.72.010 - Definitions.**

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

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

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

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

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

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

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

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

I. "Farebox recovery" means the percentage of operating expenses that are met by fares paid by passengers. It is computed by dividing the system's total fare revenue by its total operating expenses.

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

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

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

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

N. "Pierce Transit specific" means fare media that is only valid on Pierce Transit local service, and is not valid for travel and no transfer credit on Community Transit, Everett Transit, King County Metro Transit, Kitsap Transit, Sound Transit.

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

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

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

R. "Qualified Human Services Agency" means a verified 501(c)3 tax-exempt not for profit organization that provides services relating to: prevention and treatment of illnesses and substance abuse; children and family services; domestic violence prevention and services; and/or support of low income, seniors and/or disabled populations and that has applied for and been approved by Pierce Transit staff to buy certain fare media at a discounted rate.

SR. "Senior citizen" means any person sixty-five years of age or over with a Pierce Transit-approved identification or a regional reduced fare permit (RRFP).

TS. "Service day" means the span of service that comprises a day of transit service. Service begins at 3:00 a.m. and ends at 2:59 a.m.

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

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

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

### **3.72.035 –Human Service Agencies Program**

Qualified Human Service Agencies may purchase paper One Ride Tickets and All Day Passes that are not for sale to the general public at a 50% discount of the current ticket or pass price, provided that such fare media is given to the -Qualified Human Service Agency's clients free of charge.

Governmental entities and/or other organizations that provide human services but do not qualify as Qualified Human Service Agency(ies) may purchase paper One Ride Tickets and All Day Passes that are not for sale to the general public, but must pay full price for that fare media.

Subject to these parameters, the eChief eExecutive eOfficer may develop other rules or requirements for the program to provide paper One Ride Tickets and All Day Passes to human service organizations.



# RideBRT

BUS RAPID TRANSIT TACOMA TO SPANAWAY

Funding Agreement Between Sound Transit & Pierce Transit  
August 12, 2019

# MEDIAN-HYBRID ALTERNATIVE



## BRT in Right Lane Mixed Traffic

- 7.3 miles

## BRT in Curbside BAT Lane

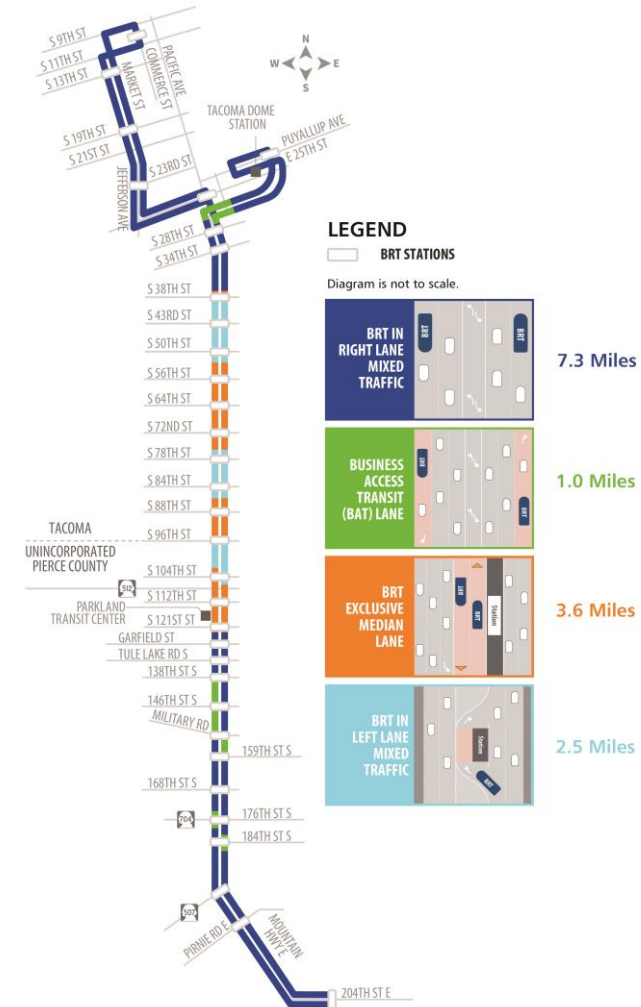
- 1.0 miles

## BRT in Median Lane

- 3.6 miles

## BRT in Left Lane Mixed Traffic

- 2.5 miles



# PROJECT SCHEDULE



## Design & Construction Milestones

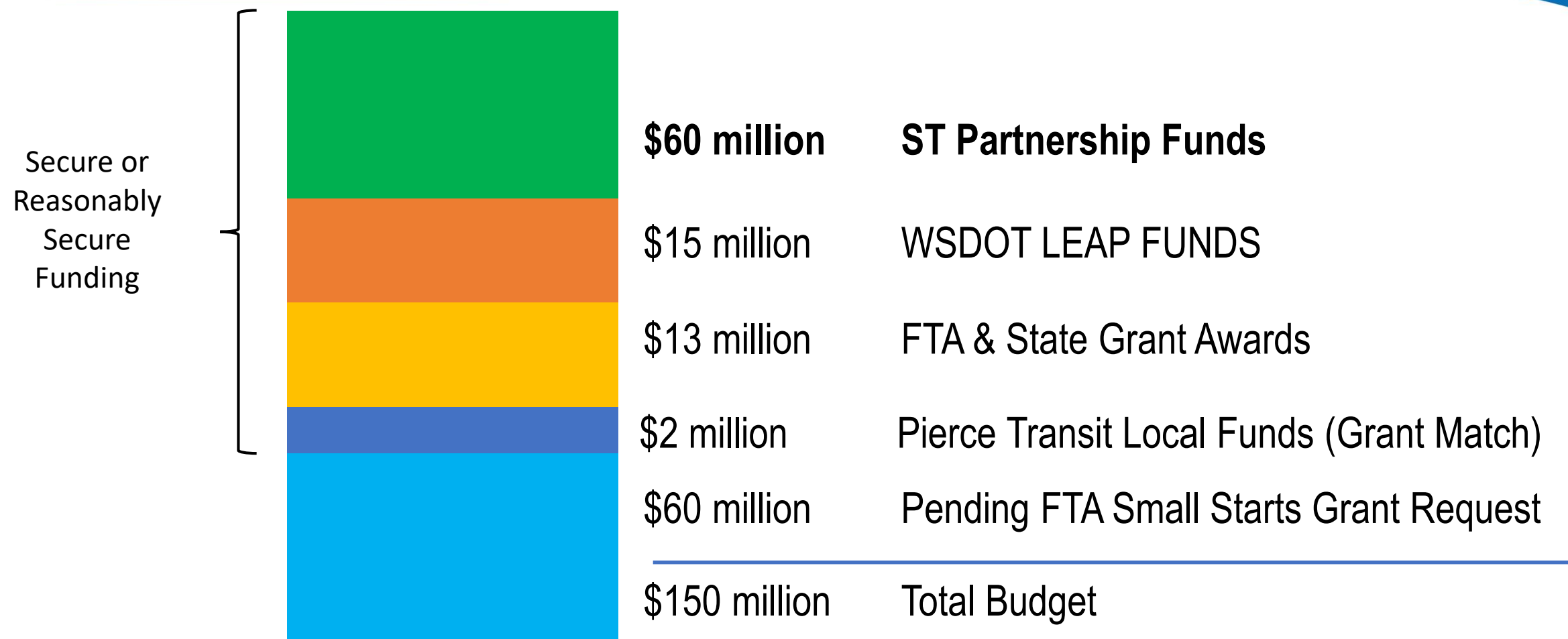
Board Action:  
Design Contract Award  
August 2019

30% Design / GC/CM  
Onboard  
December 2019

100% Design  
January 2021

Construction Complete  
April 2023

# PROJECT FUNDING



# ST FUNDING AGREEMENT



## Agreement Highlights:

- \$60 million toward bus capital enhancements for speed, reliability and convenience along Pacific Avenue included in ST3
- \$5 million for Project Development (up to 60% design)
- \$55 million for Construction Phase
- Eligible expenses include: environmental documentation, preliminary engineering, final design, station construction, off-board fare payment equipment, transit lane treatments, construction management
- BRT vehicles are not an eligible capital expense



**Pierce  
Transit**

# **BRT Pacific Ave/SR7 – WSP Design Contract**

Sean Robertson, Sr Construction PM



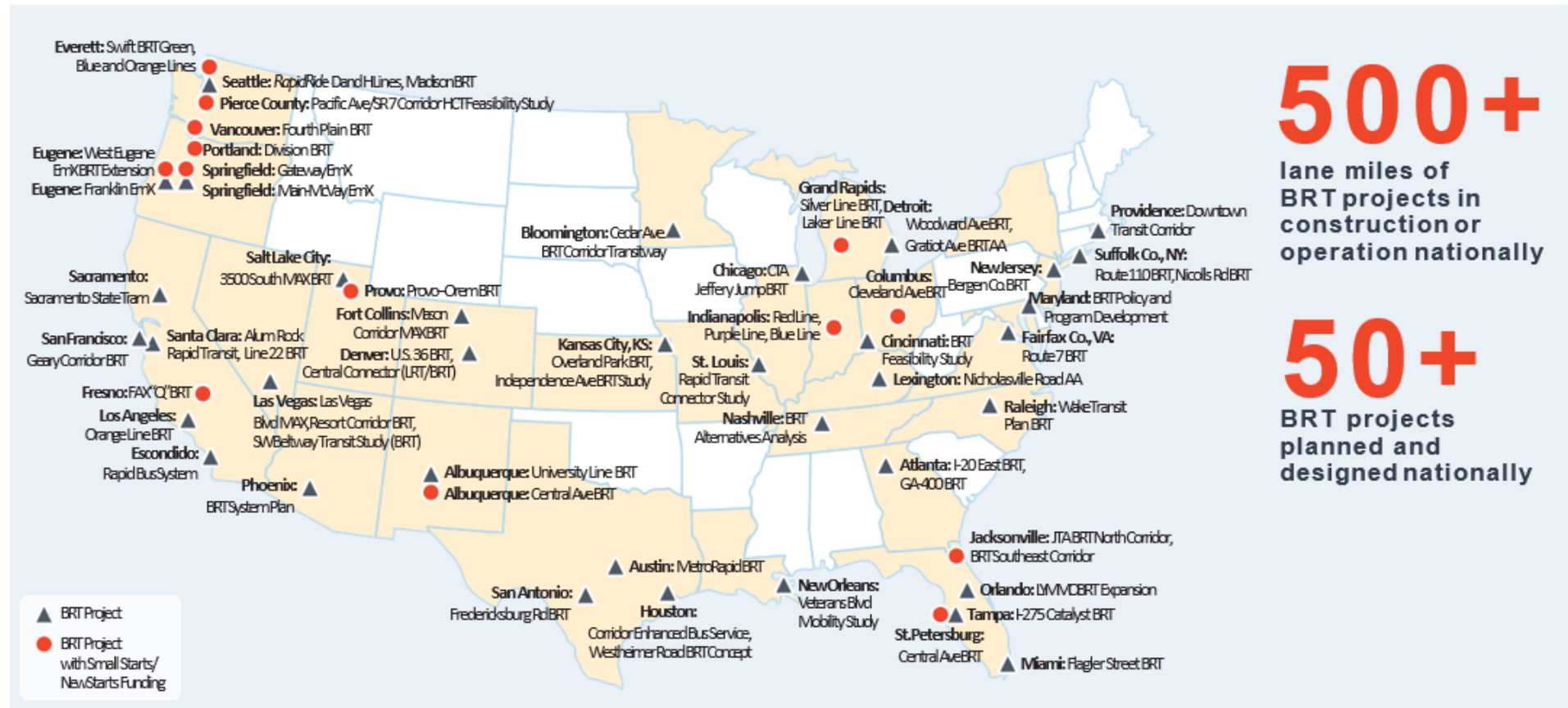
# RFQ Process

- Request for Qualifications advertised in March 2019
- Three qualified candidates responded
- Selection committee selected WSP, USA



# WSP Qualifications

## BRT Experience



# WSP Team

## Local experience

Project	Firms							
	WSP	DKS	PIVOT	1Alliance	HWA	Mayer/Reed	Karen Kiest	MLA Eng.
King County Metro H Line	•	•	•	•	•			
King County Metro Route 150 Design (Tukwila to Kent)	•	•						
Pierce Transit HCT Study	•	•	•					
C-TRAN "The Vine" BRT	•	•	•			•		
Fresno FAX "Q" BRT	•		•					
LTD Gateway EmX BRT	•	•	•					
LTD Franklin EmX BRT	•		•			•		
LTD West Eugene EmX BRT	•	•	•					
Amtrak Freighthouse Square	•	•					•	•
Sound Transit North Link	•			•				
Sound Transit East Link	•							•
Metro Speed & Reliability	•				•			
SDOT Madison Street Corridor BRT	•	•	•	•	•			
Sound Transit I-405 BRT/OMF	•	•	•	•	•			
TriMet Division Transit Corridor	•	•	•			•		

Consultant	Division
WSP	Civil/Electrical
DKS	Traffic
Pivot	Architecture
1Alliance	Survey
HWA	Geotechnical
Mayer/Reed	Wayfinding
Karen Kiest	Landscaping
MLA	Structural
Green Rubino	Branding



# Next Steps

- WSP contract approval and design kickoff August 2019
- 30% design – December 2019
- 60% Design – July 2020
- Final Design – March 2021
- Construction complete and revenue service begins Summer 2023



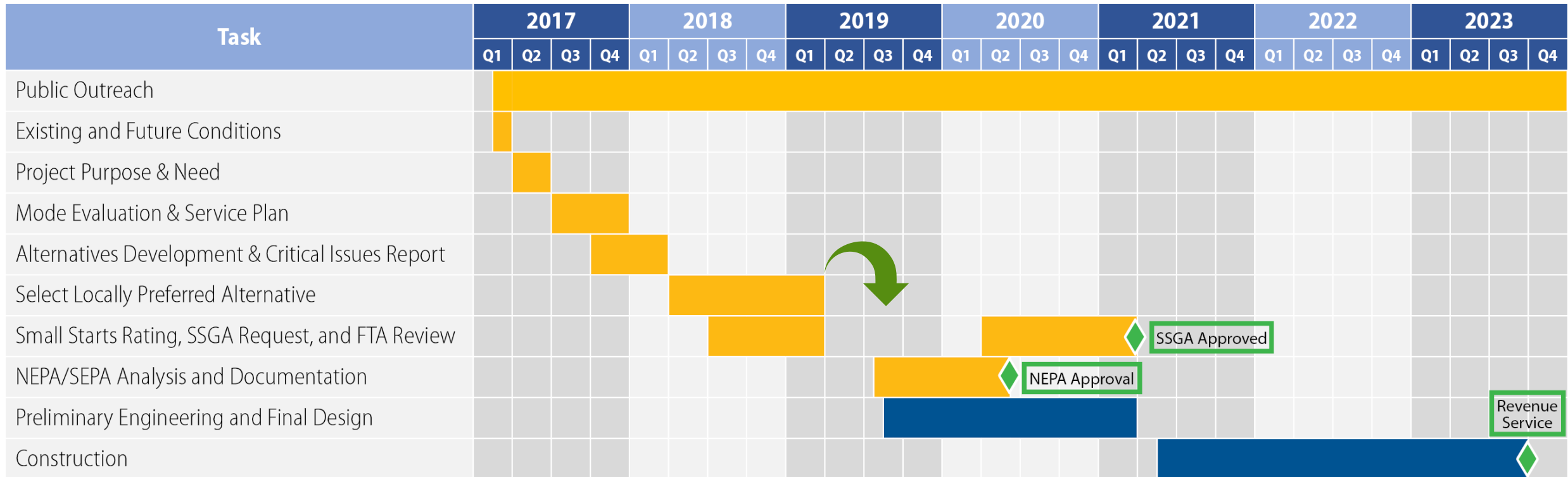


# RideBRT

BUS RAPID TRANSIT TACOMA TO SPANAWAY

NEPA Class of Action Update  
August 12, 2019

# PROJECT SCHEDULE



# NATIONAL ENVIRONMENTAL POLICY ACT OF 1970 (NEPA) PROCESS



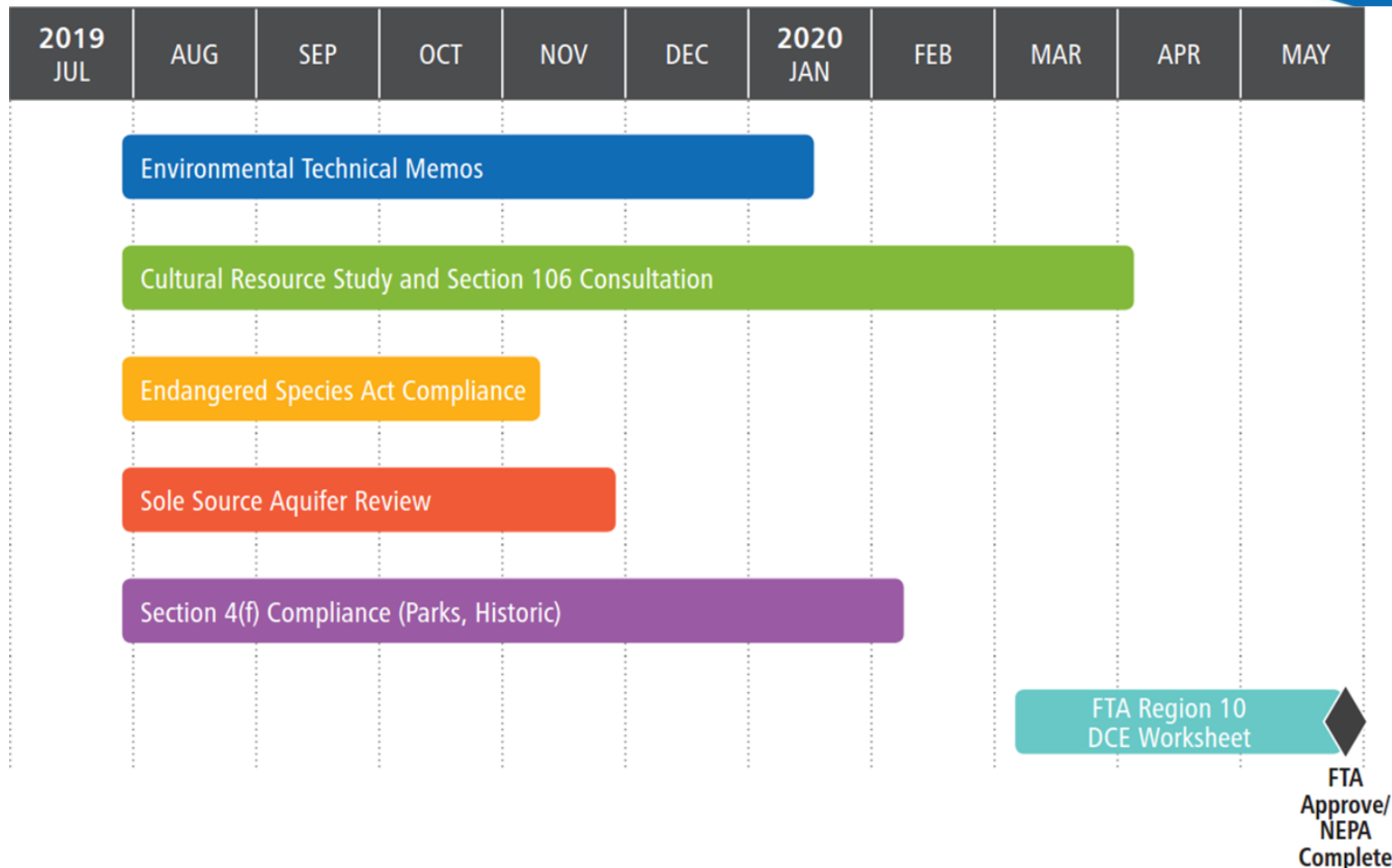
- Submitted NEPA Class of Action Recommendation to FTA (May 2019)
- Conducted an Environmental “Critical Issues” analysis (August 2018) to screen alternatives and inform LPA selection
- Assessed LPA’s NEPA class of action - FTA determined a Documented Categorical Exclusion will suffice, including impacts of constructing the four proposed roundabouts
- Conduct necessary analysis and consultations
- Submit NEPA documentation for FTA approval

# ENVIRONMENTAL CRITICAL ISSUES & DCE TIMELINE



- Property and access impacts
- Environmental Justice populations
- Traffic
- Historic and Cultural Resources

FTA is recommending that a Documented Categorical Exclusion (DCE) is the appropriate NEPA Class of Action.





# ADDITIONAL DCE REQUIREMENTS/REVISED SCOPE OF WORK



- FTA now requesting review of all draft DCE reports and deliverables (+150 hours)
- Noise and Vibration Technical Memorandum (+370 hours)
  - Using FHWA's Traffic Noise Model at sensitive locations, post-construction
  - More detailed analysis of potential construction noise and vibration impacts
- Historic and Cultural Resources (+178 hours)
  - 90 structures to be evaluated
  - Historic and Cultural Resources
- Sole Source Aquifer Checklist plus consultation with EPA (+106 hours)
- Property Acquisitions – 150 parcels to be assessed (+44 hours)
- **Additional Level of Effort Hours Required: 848**
- **Additional Cost to Complete the DCE in May 2020: \$226, 118**

# PROJECT MILESTONES



Item	Date
Locally Preferred Alternative Adopted	June 11, 2018
Entry in Small Starts Project Development	August 22, 2018
Project Rated by FTA (Medium-High)	March 15, 2019
Concept Design and Stations Approved	April 8, 2019
Start Final Design	August 2019
30 Percent Design Complete	December 2019
NEPA Approval	May 2020
60 Percent Design Complete	July 2020
SSGA (or SYGA) Submitted	September 2020
SSGA (or SYGA) Approved	March 2021
100 Percent Design (IFC) Complete	March 2021
Start Construction	May 2021
Vehicle Delivery	August 2022
Construction Complete	June 2023
Testing and Training Complete	August 2023
Revenue Service Begins	September 2023

FTA Federal Transit Administration

NEPA National Environmental Policy Act

SSGA Small Starts Grant Agreement

SSYA Single-Year Grant Agreement

IFC Issue for Construction



**Pierce  
Transit**

# **Pilot Program: Fare Media Discounts for 501(c)(3) Organizations**

**August 12, 2019 • Kathy Walton**

# Pilot Program Authorized

- 5/14/18: Board of Commissioners Authorized One Year Pilot
  - Sell One Ride Tickets and All Day Passes to Qualified 501(c)(3) Human Service Agencies at a 50% Discount
    - Enabled nonprofits to stretch their budgets
    - Enabled nonprofits to provide more free transit trips to their clients
- 5/14/18: Commissioners Advised Staff
  - Not to implement during Summer
  - Return to Board after 9+ months' of data collected



# Pilot Program Implemented

- 9/1/18 Pilot Program began
- To participate, organizations with 501(c)(3) status submit documentation
- Staff verify status, authorize the discount
- Organizations purchase tickets and passes as needed



# Pilot Program Today

After 10 months of Sales

- Administration goes smoothly; processes and computer programs all in place
- Discounted sales require negligible extra time
- Participation has grown steadily: Eighty-five 501(c)(3)'s participate
- Monthly discount provided by agency averaged \$ 5,620/month



# Pilot Program Sales

Compared to sales of an earlier period before pilot, 9/1/17 to 6/30/18

SALES OF MAGNETIC STRIPE PAPER TICKETS AND PASSES	9/1/2017 - 6/30/18	9/1/2018 - 6/30/19
Qty tickets & passes sold—full price	128,766	94,795
Sales tickets & passes—full price	\$325,865.75	\$214,879.50
Qty tickets & passes sold—half price	Not applicable	33,298
Sales tickets & passes—half price	Not applicable	\$56,207.10
Total Sales	\$325,865.75	\$271,086.60
Avg Total Sales/Month	\$32,586.58	\$27,108.66
Total Units Sold	128,766	128,093
Avg Units Sold/Month	12,876.6	12,809.3



# Summary

- Number of tickets and passes sold was nearly equal before/during the pilot program
- Participating 501(c)(3)s may be using their cost savings to stretch their budgets
- Participants are hopeful that the program continues
- Staff view this as an investment in our community
- Staff recommend the program become operationalized

