

Meeting Location: Teleconference
Phone: 253-215-8782
Meeting ID: 882 0186 6534

Virtual Meeting Participation Information:

Due to the COVID-19 Pandemic and the Governor Proclamation 20-28 that is in effect, a physical meeting location will not be provided for this meeting. The public is welcome to attend the meeting by calling 1-253-215-8782 or 1-669-900-6833 and entering Meeting ID No. 882 0186 6534, or by accessing <https://us02web.zoom.us/j/88201866534>.

Call to Order

Roll Call

Special Business

1. Moment of Silence to Honor and Remember Pierce Transit Employees Who Passed Away Over the Past Month Chair Woodards
2. A Motion Appointing Amy Cleveland, Executive Director of Administration, to Serve as the Interim Chief Executive Officer Chair Woodards
3. Election of Chair and Vice Chair (*New Leadership begins in July*) Chair Woodards
4. FS 2021-027, Appointing Members to the Community Transportation Advisory Group Penny Grellier
Community 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 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: May 1, 2021 – May 31, 2021
2. Approval of Minutes: May 10, 2021, Regular Board Meeting

3. FS 2021-028, Authorization to Execute a Memorandum of Understanding with Washington State Ferries and Metro Parks for the Maintenance of the Restroom Facility at Point Defiance (Pierce Transit Contract No. 1176)
4. FS 2021-029, Authorization to Execute a Memorandum of Understanding with the City of Tacoma, Tacoma Public Utilities, Pierce County, and Washington State Department of Transportation (WSDOT) for Project No. 563 Bus Rapid Transit (BRT) Pacific Avenue/State Route 7 Corridor Project
5. FS 2021-030, Authority to Execute Contract No. 1179 with Westwater Construction Company for the South Hill Mall Transit Center Renovation
6. FS 2021-031, Authority to Execute Amendment No. 3 to Contract No. 1145 with Top2Bottom Janitorial Services for Bus Sanitation Services at Pierce Transit's Bus Lot and Sound Transit's Mid-Day Storage Lot in Seattle Due to COVID-19

Action Agenda

- | | |
|---|---|
| 1. FS 2021-032, Authority to Execute a Contract with KPFF for Bus Rapid Transit (BRT) Expansion Study | Darin Stavish
Principal Planner |
| 2. FS 2021-033, Delegating Authority to the CEO to Negotiate and Agree to Settlements for Real Property Rights that Exceed the Appraisal of Just Compensation by \$50,000 or Less for the Pacific Avenue/SR 7 BRT Project | Janine Robinson
Senior Planner |
| 3. FS 2021-034, Authority to Execute Naming Rights Agreement No. 1223 with MultiCare Health System for the BRT Line Between Tacoma and the Spanaway Transit Center | Sue Dreier, Chief Executive Office
&
Ryan Wheaton
E.D. of Planning and Community Development |
| 4. FS 2021-035, Authority to Execute Amendment No. 1 to The Superlative Group Corporate Sponsorship Contract No. PT-59-19 | Ryan Wheaton
E.D. of Planning and Community Development
&
Kathy Walton
Marketing Supervisor |

Staff Updates

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

Informational Board Items

- | | |
|--|---------------------|
| 1. Chair Report | Chair Woodards |
| 2. Sound Transit Update | Commissioner Keel |
| 3. Puget Sound Regional Council Transportation Policy Board Update | Vice-Chair Campbell |
| 4. Commissioners' Comments | |

Executive Session

Other Business

- | | |
|---|----------------|
| 1. Authorize a Contract for CEO Advisory Services | Chair Woodards |
| 2. Honoring Sue Dreier for Serving as Pierce Transit's Chief Executive Officer from May 2015 to June 2021 | Chair Woodards |

Adjournment

American Disability Act (ADA) accommodations are available with a 72-hour notice. Please contact the Clerk's office at 253-581-8066 for special accommodations.



Special Business

TITLE: Appoint Members to the Community Transportation Advisory Group (CTAG) DIVISION: Planning & Community Development

SUBMITTED BY: Penny Grellier, Community Development Administrator

RELATED ACTION:

Resolution No. 12-026 Authorizing the creation of CTAG

Resolution No. 13-001 Appointing members to CTAG

Resolution No. 14-003 Reappointing Penny Grellier to CTAG

Resolution No. 14-011 Revising CTAG Charter

Resolution No. 14-039 Appointing Tyree Smith to CTAG

Resolution No. 15-006 Appointing/Reappointing Members

Resolution No. 15-007 Amending CTAG Charter

ATTACHMENTS: Candidate Applications

RELATION TO STRATEGIC PLAN: N/A

BUDGET INFORMATION: N/A

BACKGROUND:

The purpose of the CTAG is to offer an opportunity for community stakeholders to provide feedback and suggest improvements and recommendations on plans, policies, and services offered by Pierce Transit. CTAG is an integral part of the Agency's overall public involvement efforts and an important conduit for obtaining public input, communicating to the public and encouraging public support for transit. Pierce Transit's Community Transportation Advisory Group (CTAG) is comprised of no less than nine (9) and no more than twelve (12) community members.

As of April 30, 2021, one member resigned, leaving a vacancy and only eight members remaining on the CTAG. It is the preference of CTAG to recruit more than the minimum number of members to ensure the minimum is maintained if unexpected departures occur throughout the year.

As provided by the CTAG Charter, the Agency recruits and selects new CTAG members through a competitive application process. In November 2020, the Agency conducted a public application and recruitment process to fill CTAG vacancies with members that represent the broad diversity of the Pierce Transit service area. Advertisements were announced on board buses, shared by Tacoma Public Library online, and were posted via Pierce Transit's website, Facebook and Twitter accounts.

The CTAG Liaison interviewed two applicants from the pool of applications that arrived after the November 2020 recruitment deadline. Their experience, education and opinions on public transit, along with connections to community networks, will be of value to CTAG. A selection committee comprised of CTAG members Cody Bakken and Deirdre Maxwell and Pierce Transit staff member Penny Grellier (CTAG Liaison) participated in interviews, ranking

candidates according to type and size of constituent group represented, leadership experience, community connections and communication opportunities, and ability to bring unique perspective to CTAG.

Following the completion of interviews, Emily Freeman and Marlene Druker are recommended by the selection committee to fill current CTAG vacancies. Their terms will begin June 24, 2021.

STAFF RECOMMENDATION:

Appoint Emily Freeman and Marlene Druker each to a CTAG term beginning June 24, 2021 and ending June 23, 2024.

ALTERNATIVES:

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

PROPOSED MOTION:

Move to: Confirm appointments of Emily Freeman and Marlene Druker each to the Community Transportation Advisory Group (CTAG) with terms beginning June 24, 2021 and ending June 23, 2024.

Name: Emily Freeman

Address

[REDACTED]
[REDACTED]

Contact Phone:

[REDACTED]

Email:

[REDACTED]

Do you live, work, volunteer, or attend school in the Pierce Transit service area?

Yes

Occupation (former if retired):

Housekeeping

Employer (if applicable):

Northwest Retirement Community

School (if student):

Clover Park Technical College

Area of Study (if student):

Nursing

In what languages are you fluent?

English

Indicate the areas of interest or group perspectives you bring to CTAG (check all that apply):

Seniors/elders

Persons with disabilities

Healthcare community

Human/social services

Downtown On The Go

Students

Minority populations

Sustainability/environment

Service user of the following:

SHUTTLE paratransit

Pierce Transit

ORCA card

Can you regularly attend monthly CTAG meetings (either virtually or in person) on the fourth Thursday of each month from 5:30 pm to 7:30 pm?

Yes

1. Describe the top three public transportation issues of concern and importance to you.

Pierce transit has been a part of my daily activities for years. I've engaged with the community about the experiences of pierce transit as well. It is important to get feedback from the community. I believe we can expand it to those who have limited access, and assist the general community.

My general concern is the space between buses. There are many instances those with disabilities (who can not afford the van pool) are forced to walk over a mile for the bus. This can create a general unsafe hazard for our most vulnerable of citizens. In a case to hear the voices of our community, there also should be more outreach. This way, those can be informed of the meetings, and have more populist show up and let their voices be heard on decisions.

2. List the communities and groups you belong to and explain how your membership on CTAG would improve communication

I currently am involved with The Mockingbird Society. It is a non profit that advocates for foster and homeless youth. These youth often share the struggles of gaining access proper access to public transportation, as it is their only commute option. Their voice would be of great importance.

I also work alongside northwest retirement community. The general populous there

with and add value to these groups.

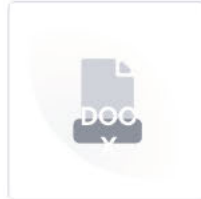
consists of those with disabilities, who have been homeless at one point in their lives. Public transportation is of great importance for them as well, as many can not obtain drivers licenses.

I am in the medical field. The era of covid-19 has shown great importance to sanitation and health related protocols. It is important to keep our facilities clean, so that those who drive or use public transportation, can be safe!

3. Please explain how your background or experience qualifies you for membership on the CTAG. You may upload a brief bio or resume below.

I have prior experience in community outreach. I have been the vulnerable youth that relied on public transportation. I have engaged with those, as myself, who rely on it regularly. I have personal experience and knowledge about how public transportation protects our most vulnerable community members. I see how it impacts the daily lives of our community members.

Optional: upload your bio or resume here.



[EmilyFreemanResumeHC \(1\).docx](#)

Applicant's Signature

Emily A Freeman

Date:

Nov 24, 2020

Name: Marlene Druker

Address: [Redacted]

Contact Phone: [Redacted]

Email: [Redacted]

Do you live, work, volunteer, or attend school in the Pierce Transit service area? Yes

Occupation (former if retired): Architect

Employer (if applicable): Marlene Druker, Architect & YMCA of Pierce & Kitsap (part-time)

In what languages are you fluent? English, French

Indicate the areas of interest or group perspectives you bring to CTAG (check all that apply): Seniors/elders, Persons with disabilities, Healthcare community, Downtown On The Go, Sound Transit, Students, Business & economic development, Sustainability/environment

Service user of the following: Sound Transit, Pierce Transit, ORCA card

Can you regularly attend monthly CTAG meetings (either virtually or in person) on the fourth Thursday of each month from 5:30 pm to 7:30 pm? Yes

1. Describe the top three public transportation issues of concern and importance to you. 1) Routes and frequency of many services do not meet needs, often making transit the least convenient option. Transit is often used as a last resort because in every respect, our planning decisions make personal vehicles function better than transit. 2) Transit planning has to make sense within overall planning for cities and regions - it has to work within the framework of comprehensive plans, zoning and street design. 3) The reliance of personal vehicles has degraded quality of life for people in Puget Sound and transit needs to be a viable alternative in order to reverse these trends. Making walking and biking part of "last mile" plays a role in transit being viable transportation for more people.

2. List the communities and groups you belong to and explain how your membership on CTAG would improve communication with and add value to these groups. Cascade Bicycle Club (Free Group Ride (FGR) Committee Member, FGR Mentor and Leader, Outrider) - there is already a strong affinity between people who bike and people who use transit and I would be happy to be a bridge between these groups. Greater Gig Harbor Foundation Board Member - in addition a focus on environmental education and protection, our mission also includes supporting lower income people and seniors, being part of this group gives me some insight into challenges they face and a channel for communication. Gig Harbor Downtown Waterfront Alliance Design Committee Member - provides a connection to local main street businesses and their concerns.

Member and Guest Writer for Strong Towns - interested in urban planning and ideas that have been successful in other communities.

3. Please explain how your background or experience qualifies you for membership on the CTAG. You may upload a brief bio or resume below.

I grew up in a close in suburb on the island of Montreal, Quebec, Canada. In addition to being a beautiful, lively city - Montreal is also a great place to ride a bike and has an extensive public transportation system. In Montreal, transit is often the best choice, for many trips - to work, to school, to events and social activities - for EVERYONE. It was quite a culture shock to move here and see that it was nearly impossible for anyone to function in their daily lives without owning a car. As this area has grown in population, we would make so many things better if people had more options for getting around.

Optional: upload your bio or resume here.



[MarleneDrukerGGHFbio.pdf](#)

Applicant's Signature

A handwritten signature in black ink that reads 'Marlene Druker'. The signature is written in a cursive style with a large initial 'M' and a stylized 'D'.

Date:

Nov 23, 2020



Consent Agenda

PIERCE TRANSIT
Board Payments Over \$50,000
Payments From: May 1, 2021 to May 31, 2021
Cash and Investment Balance: 133,020,345.20

Payment Numbers CK 00376106 through CK 00376276
 Wire Numbers EFT 00007428 through EFT 00007657
 No Advance Travel Checks
 Total \$8,575,064.91

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

Operating Fund

	Check	Vendor	Item/Service	Amount
CHK	00376186	PIERCE COUNTY BUDGET & FINANCE	Policing Svc 05/21	292,886.00
CHK	00376208	CITY TREASURER - TPU	CAMERA COMM 06/01/21-05/31/22	77,154.25
EFT	00007431	ASSOCIATED PETROLEUM	DIESEL USAGE	89,099.67
EFT	00007483	GREAT WEST RETIREMENT	PP 09 2021 Empower	76,596.28
EFT	00007484	ICMA RETIREMENT	PP 09 2021 ICMA	214,633.16
EFT	00007497	GILLIG LLC	MISC BUS INVENTORY PARTS	3,152.38
EFT	00007521	SOUND TRANSIT	ST Farebox April 21	52,764.33
EFT	00007534	UNITED ENERGY TRADING LLC	CNG 04/21	55,744.14
EFT	00007539	AWC	AWC BGLI May 21	1,186,710.25
EFT	00007547	ASSOCIATED PETROLEUM	B5 DYED DIESEL	94,184.86
EFT	00007603	GREAT WEST RETIREMENT	PP 10 2021 Empower	72,760.96
EFT	00007604	ICMA RETIREMENT	PP 10 2021 ICMA	209,221.99

Payments for Fund 1 Total

\$2,424,908.27

Capital Fund

	Check	Vendor	Item/Service	Amount
CHK	00376140	PEASE & SONS INC	Demo Material B4 MOD 03/21	75,517.85
CHK	00376186	PIERCE COUNTY BUDGET & FINANCE	Bus Parking 05/21	1,656.78
EFT	00007493	CONSTRUCT, INC.	Bird Netting COMM 04/21	428,900.61
EFT	00007497	GILLIG LLC	5 GILLIG BUSES	3,220,997.25
EFT	00007500	HUITT-ZOLLARS INC.	CIVIL MOBI FUEL/WASH 03/21	159,367.01
EFT	00007655	WSP USA, INC.	DESIGN/ENG SVC BRT 03/21	519,230.64

Payments for Fund 9 Total

\$4,405,670.14

Total Payments in Excess of \$50,000.00

\$6,830,578.41

Jun 3, 2021 7:44:13 AM

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Pierce Transit
Payment Certification for May 31, 2021
Payments May 1, 2021 to May 31, 2021

Payment Numbers CK 00376106 through CK 00376276
 Wire Numbers EFT 00007428 through EFT 00007657
 No Advanced Travel Checks

Bank ID	Check Num	Check Date	Amount	Vendor Name
01	CHK	00376106 05/06/2021	9,521.29	ALL PRO BUILDING MAINTENANCE
01	CHK	00376107 05/06/2021	28.36	AT&T
01	CHK	00376108 05/06/2021	291.99	AT&T
01	CHK	00376109 05/06/2021	444.20	AT&T
01	CHK	00376110 05/06/2021	80.08	AT&T
01	CHK	00376111 05/06/2021	850.00	ATU LOCAL 758 CORP
01	CHK	00376112 05/06/2021	80.52	AUNG AUNG
01	CHK	00376113 05/06/2021	141.76	BUNCE RENTALS INC
01	CHK	00376114 05/06/2021	37.50	CALIFORNIA STATE DISBURSEMENT
01	CHK	00376115 05/06/2021	911.60	CHAPTER 13 TRUSTEE
01	CHK	00376116 05/06/2021	5,220.82	CLEAN HARBORS ENVIRONMENTAL SE
01	CHK	00376117 05/06/2021	4,784.27	COLONIAL SUPPLEMENTAL LIFE
01	CHK	00376118 05/06/2021	240.18	COMCAST
01	CHK	00376119 05/06/2021	150.24	COMCAST
01	CHK	00376120 05/06/2021	43.34	COMM ON POLITICAL EDUCATION
01	CHK	00376121 05/06/2021	140.00	COMMUNITY TRANSIT
01	CHK	00376122 05/06/2021	116.09	FRUITLAND MUTUAL WATER COMPANY
01	CHK	00376123 05/06/2021	1,933.19	GENES TOWING CORP
01	CHK	00376124 05/06/2021	6,382.74	HULTZ BHU ENGINEERS INC.
01	CHK	00376125 05/06/2021	904.25	IAM & AW
01	CHK	00376126 05/06/2021	4,242.50	IBI GROUP A CALIFORNIA PARTNER
01	CHK	00376127 05/06/2021	220.00	INTERNAL REVENUE SERVICE
01	CHK	00376128 05/06/2021	495.00	KING COUNTY METRO TRANSIT
01	CHK	00376129 05/06/2021	3,771.30	KING COUNTY FINANCE
01	CHK	00376130 05/06/2021	60.34	L.N. CURTIS & SONS
01	CHK	00376131 05/06/2021	26,186.75	LAKEWOOD WATER DISTRICT
01	CHK	00376132 05/06/2021	807.51	LOWE'S COMPANIES INC
01	CHK	00376133 05/06/2021	15,081.47	MACHINISTS HEALTH &
01	CHK	00376134 05/06/2021	972.50	MICHAEL G MALAIER
01	CHK	00376135 05/06/2021	167.50	MISSOURI FAMILY SUPPORT PAYMEN
01	CHK	00376136 05/06/2021	136.40	NH DEPT OF H & HS
01	CHK	00376137 05/06/2021	2,093.52	NORTHWEST IAM BENEFIT TRUST
01	CHK	00376138 05/06/2021	896.82	NYS CHILD SUPPORT PROCESSING
01	CHK	00376139 05/06/2021	32.04	PAPE KENWORTH NORTHWEST
01	CHK	00376140 05/06/2021	75,517.85	PEASE & SONS INC
01	CHK	00376141 05/06/2021	45,000.00	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00376142 05/06/2021	125.00	LEPS-PSS PLLC
01	CHK	00376143 05/06/2021	894.66	RPAI US MANAGEMENT LLC
01	CHK	00376144 05/06/2021	3,250.00	SIMON AND COMPANY INC
01	CHK	00376145 05/06/2021	15,338.83	SNIDER ENERGY
01	CHK	00376146 05/06/2021	373.36	SONITROL PACIFIC
01	CHK	00376147 05/06/2021	373.71	SUPERIOR SAW & SUPPLY, INC.
01	CHK	00376148 05/06/2021	420.00	T-MOBILE USA, INC
01	CHK	00376149 05/06/2021	78.26	TACOMA DAILY INDEX
01	CHK	00376150 05/06/2021	4,830.31	TACOMA MALL PARTNERSHIP
01	CHK	00376151 05/06/2021	593.35	TX CHILD SUPPORT SDU
01	CHK	00376152 05/06/2021	5,073.19	UNITED SITE SERVICES (Everson)
01	CHK	00376153 05/06/2021	1,043.34	UNITED WAY OF PIERCE COUNTY
01	CHK	00376154 05/06/2021	7,500.00	U S POSTAL SVC (PRMT RENEW)
01	CHK	00376155 05/06/2021	10,178.71	WSDOT
01	CHK	00376156 05/06/2021	930.67	WALTER E NELSON CO.
01	CHK	00376157 05/06/2021	675.01	WURTH USA INC

01	CHK	00376158	05/12/2021	6,472.13	CITY TREASURER - TPU
01	CHK	00376159	05/13/2021	244.15	ALIGNMENT ON WHEELS INC
01	CHK	00376160	05/13/2021	53.35	AT&T
01	CHK	00376161	05/13/2021	131.69	AUTO CRIB
01	CHK	00376162	05/13/2021	1,822.83	BEN'S CLEANER SALES INC
01	CHK	00376163	05/13/2021	80.65	CENTURY LINK
01	CHK	00376164	05/13/2021	617.62	CENTURY LINK
01	CHK	00376165	05/13/2021	67.49	CENTURY LINK
01	CHK	00376166	05/13/2021	3,484.05	CITY TREASURER - TPU
01	CHK	00376167	05/13/2021	140.24	COMCAST
01	CHK	00376168	05/13/2021	395.59	COMCAST
01	CHK	00376169	05/13/2021	155.18	COMCAST
01	CHK	00376170	05/13/2021	556.15	DAILY JOURNAL OF COMMERCE INC
01	CHK	00376171	05/13/2021	334.48	DM RECYCLING CO INC
01	CHK	00376172	05/13/2021	21.84	ERIC OLSON
01	CHK	00376173	05/13/2021	10.32	FEDERAL EXPRESS CORP
01	CHK	00376174	05/13/2021	2,274.00	FITNESS INTERACTIVE EXPERIENCE
01	CHK	00376175	05/13/2021	769.30	FLEET MOBILE LUBE-WASH INC
01	CHK	00376176	05/13/2021	1,690.85	GENES TOWING CORP
01	CHK	00376177	05/13/2021	171.60	HARBOR FREIGHT TOOLS
01	CHK	00376178	05/13/2021	7,076.69	HAROLD LEMAY ENTERPRISES
01	CHK	00376179	05/13/2021	927.30	HAUGEN GRAPHICS
01	CHK	00376180	05/13/2021	477.95	HOME DEPOT CREDIT SERVICES
01	CHK	00376181	05/13/2021	203.40	LEMAY MOBILE SHREDDING
01	CHK	00376182	05/13/2021	736.82	LEVEL 3 (CENTURY LINK)
01	CHK	00376183	05/13/2021	40.00	MICHAEL CORNELIOUS
01	CHK	00376184	05/13/2021	2,239.50	PACIFIC TORQUE
01	CHK	00376185	05/13/2021	338.47	PENINSULA LIGHT
01	CHK	00376186	05/13/2021	294,542.78	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00376187	05/13/2021	3,402.27	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00376188	05/13/2021	16,239.84	PUGET SOUND ENERGY
01	CHK	00376189	05/13/2021	380.36	PURCELL TIRE & RUBBER COMPANY
01	CHK	00376190	05/13/2021	470.77	REFRIGERATION SUPPLY DIST
01	CHK	00376191	05/13/2021	560.00	SMITH FIRE SYSTEMS INC
01	CHK	00376192	05/13/2021	137.38	SNAP-ON TOOLS - Robert Mustain
01	CHK	00376193	05/13/2021	294.70	TACOMA DAILY INDEX
01	CHK	00376194	05/13/2021	116.81	TERMINIX COMMERCIAL
01	CHK	00376195	05/13/2021	116.81	TERMINIX COMMERCIAL
01	CHK	00376196	05/13/2021	306.25	WA ST DEPT OF LICENSING
01	CHK	00376197	05/20/2021	1,300.00	AMERICAN CITY BUSINESS JOURNAL
01	CHK	00376198	05/20/2021	65.84	AT&T
01	CHK	00376199	05/20/2021	30.43	AT&T
01	CHK	00376200	05/20/2021	46,954.48	ATU LOCAL 758 CORP
01	CHK	00376201	05/20/2021	97.26	AUTOZONE
01	CHK	00376202	05/20/2021	124.21	BUNCE RENTALS INC
01	CHK	00376203	05/20/2021	37.50	CALIFORNIA STATE DISBURSEMENT
01	CHK	00376204	05/20/2021	7,795.97	CENTURY LINK
01	CHK	00376205	05/20/2021	911.60	CHAPTER 13 TRUSTEE
01	CHK	00376206	05/20/2021	39,835.29	CITY OF LAKEWOOD
01	CHK	00376207	05/20/2021	8,247.59	CITY TREASURER - TPU
01	CHK	00376208	05/20/2021	77,154.25	CITY TREASURER - TPU
01	CHK	00376209	05/20/2021	11,167.34	CITY TREASURER - TPU
01	CHK	00376210	05/20/2021	9,734.40	CITY TREASURER - TPU
01	CHK	00376211	05/20/2021	175.10	COMCAST
01	CHK	00376212	05/20/2021	150.18	COMCAST
01	CHK	00376213	05/20/2021	150.24	COMCAST
01	CHK	00376214	05/20/2021	150.18	COMCAST
01	CHK	00376215	05/20/2021	99.02	COMCAST
01	CHK	00376216	05/20/2021	6,646.84	COMCAST
01	CHK	00376217	05/20/2021	276.85	DAILY JOURNAL OF COMMERCE INC
01	CHK	00376218	05/20/2021	689.88	DM RECYCLING CO INC

01	CHK	00376219	05/20/2021	29.28	FEDERAL EXPRESS CORP
01	CHK	00376220	05/20/2021	50.00	FORMFOX, INC.
01	CHK	00376221	05/20/2021	220.00	INTERNAL REVENUE SERVICE
01	CHK	00376222	05/20/2021	200.00	INTERNATIONAL PAPER
01	CHK	00376223	05/20/2021	372.94	JON-DON
01	CHK	00376224	05/20/2021	13,316.67	KARRAS CONSULTING
01	CHK	00376225	05/20/2021	301.79	KCDA PURCHASING COOPERATIVE
01	CHK	00376226	05/20/2021	256.00	KENT KEEL
01	CHK	00376227	05/20/2021	39,112.29	LAKEVIEW LIGHT & POWER CO
01	CHK	00376228	05/20/2021	138.02	LAKEWOOD WATER DISTRICT
01	CHK	00376229	05/20/2021	4,851.67	LEVEL 3 (CENTURY LINK)
01	CHK	00376230	05/20/2021	3,194.79	LEVEL 3 (CENTURY LINK)
01	CHK	00376231	05/20/2021	972.50	MICHAEL G MALAIER
01	CHK	00376232	05/20/2021	167.50	MISSOURI FAMILY SUPPORT PAYMEN
01	CHK	00376233	05/20/2021	2,127.00	MULTICARE HEALTH SYSTEM
01	CHK	00376234	05/20/2021	136.40	NH DEPT OF H & HS
01	CHK	00376235	05/20/2021	896.82	NYS CHILD SUPPORT PROCESSING
01	CHK	00376236	05/20/2021	334.23	OFFICE DEPOT CORP
01	CHK	00376237	05/20/2021	2,649.24	PIERCE COUNTY BUDGET & FINANCE
01	CHK	00376238	05/20/2021	776.96	REX PEGG FABRICS INC
01	CHK	00376239	05/20/2021	674.83	SNIDER ENERGY
01	CHK	00376240	05/20/2021	469.00	SOUTHERN NEW HAMPSHIRE UNIVERS
01	CHK	00376241	05/20/2021	133.87	TACOMA DAILY INDEX
01	CHK	00376242	05/20/2021	593.35	TX CHILD SUPPORT SDU
01	CHK	00376243	05/20/2021	1,123.16	UNITED SITE SERVICES (Everson)
01	CHK	00376244	05/20/2021	1,043.34	UNITED WAY OF PIERCE COUNTY
01	CHK	00376245	05/20/2021	43,786.95	VOYAGER FLEET SYSTEMS INC
01	CHK	00376246	05/20/2021	23,777.44	WA ST AUDITOR
01	CHK	00376247	05/20/2021	1,145.14	WALTER E NELSON CO.
01	CHK	00376248	05/20/2021	406.73	WURTH USA INC
01	CHK	00376249	05/20/2021	1,000.00	LAUREL YOUNGSTROM
01	CHK	00376250	05/27/2021	4,478.46	ALL PRO BUILDING MAINTENANCE
01	CHK	00376251	05/27/2021	60.00	BUILDERS EXCHANGE OF WA
01	CHK	00376252	05/27/2021	1,731.00	CITY TREASURER - TPU
01	CHK	00376253	05/27/2021	300.42	COMCAST
01	CHK	00376254	05/27/2021	150.72	CONSOLIDATED PLASTICS
01	CHK	00376255	05/27/2021	48.82	CUDA WASHINGTON
01	CHK	00376256	05/27/2021	1,173.56	DAVIS DOOR
01	CHK	00376257	05/27/2021	543.50	DIGITAL PACKAGING INC
01	CHK	00376258	05/27/2021	99.02	DISH
01	CHK	00376259	05/27/2021	752.70	GENES TOWING CORP
01	CHK	00376260	05/27/2021	197.97	HAUGEN GRAPHICS
01	CHK	00376261	05/27/2021	4,179.50	JOHNSON CONTROLS
01	CHK	00376262	05/27/2021	259.73	LAKEVIEW LIGHT & POWER CO
01	CHK	00376263	05/27/2021	1,394.00	NORTHWEST TANK
01	CHK	00376264	05/27/2021	413.18	OFFICE DEPOT CORP
01	CHK	00376265	05/27/2021	342.89	PARKLAND LIGHT & WATER CO
01	CHK	00376266	05/27/2021	498.53	PENINSULA LIGHT
01	CHK	00376267	05/27/2021	3,082.02	PUGET SOUND ENERGY
01	CHK	00376268	05/27/2021	487.52	SCA PACIFIC INC
01	CHK	00376269	05/27/2021	235.35	SHERWIN-WILLIAMS (LKWD, CEDR)
01	CHK	00376270	05/27/2021	2,475.00	SM STEMPER ARCHITECTS PLLC
01	CHK	00376271	05/27/2021	3,569.53	UNITED SITE SERVICES (Everson)
01	CHK	00376272	05/27/2021	13,795.77	VERIZON WIRELESS
01	CHK	00376273	05/27/2021	2,616.29	VERIZON WIRELESS
01	CHK	00376274	05/27/2021	7,486.52	VERIZON WIRELESS
01	CHK	00376275	05/27/2021	815.79	VERIZON WIRELESS
01	CHK	00376276	05/27/2021	1,086.03	WALTER E NELSON CO.
01	EFT	00007428	05/06/2021	300.60	ALLIED ELECTRONICS
01	EFT	00007429	05/06/2021	54.20	AMB TOOLS & EQUIPMENT
01	EFT	00007430	05/06/2021	1,105.97	ANGI ENERGY SYSTEMS

01	EFT	00007431	05/06/2021	89,099.67 ASSOCIATED PETROLEUM
01	EFT	00007432	05/06/2021	10,524.20 ATWORK! COMMERCIAL ENTERPRISES
01	EFT	00007433	05/06/2021	961.24 BATTERY SYSTEMS
01	EFT	00007434	05/06/2021	53.08 BLANCHARD AUTO ELECTRIC CO
01	EFT	00007435	05/06/2021	1,686.32 CINTAS FIRE PROTECTION
01	EFT	00007436	05/06/2021	215.84 COMMERCIAL BRAKE & CLUTCH
01	EFT	00007437	05/06/2021	45,610.17 CUMMINS INC
01	EFT	00007438	05/06/2021	2,368.00 DRUG FREE BUSINESS
01	EFT	00007439	05/06/2021	802.05 ELTEC SYSTEMS LLC
01	EFT	00007440	05/06/2021	3,364.00 ENVIROISSUES
01	EFT	00007441	05/06/2021	31.82 FEDERAL EXPRESS CORP
01	EFT	00007442	05/06/2021	1,240.65 FREIGHTLINER NORTHWEST PACIFIC
01	EFT	00007443	05/06/2021	5,196.37 GALLS LLC
01	EFT	00007444	05/06/2021	2,290.86 GTT COMMUNICATIONS
01	EFT	00007445	05/06/2021	47,169.55 GILLIG LLC
01	EFT	00007446	05/06/2021	5,266.53 GRAINGER
01	EFT	00007447	05/06/2021	26,505.51 GRANITE CONSTRUCTION COMPANY
01	EFT	00007448	05/06/2021	2,550.40 IWG TOWERS ASSETS I LLC
01	EFT	00007449	05/06/2021	4,417.81 WESTERN FLUID COMPONENTS
01	EFT	00007450	05/06/2021	14,704.77 JENCO DEVELOPMENT
01	EFT	00007451	05/06/2021	356.93 KLEEN BLAST
01	EFT	00007452	05/06/2021	2,611.01 LUMINATOR MASS TRANSIT LLC
01	EFT	00007453	05/06/2021	1,469.42 MALLORY SAFETY & SUPPLY LLC
01	EFT	00007454	05/06/2021	198.53 MOHAWK MFG & SUPPLY
01	EFT	00007455	05/06/2021	105.57 MOOD MEDIA
01	EFT	00007456	05/06/2021	1,335.42 MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00007457	05/06/2021	1,285.00 NAVIA BENEFIT SOLUTIONS
01	EFT	00007458	05/06/2021	1,584.71 OPEN SQUARE
01	EFT	00007459	05/06/2021	507.82 PACIFIC POWER PRODUCTS
01	EFT	00007460	05/06/2021	3,075.00 STEVAN GORCESTER
01	EFT	00007461	05/06/2021	17,639.00 PHOTOSHELTER
01	EFT	00007462	05/06/2021	6,175.49 QBSI-XEROX
01	EFT	00007463	05/06/2021	4,211.05 R E AUTO ELECTRIC
01	EFT	00007464	05/06/2021	8.24 SARCO SUPPLY
01	EFT	00007465	05/06/2021	13,955.82 SAYBR CONTRACTORS INC
01	EFT	00007466	05/06/2021	174.46 SCHETKY NORTHWEST SALES INC
01	EFT	00007467	05/06/2021	324.70 SEATTLE AUTOMOTIVE DIST.
01	EFT	00007468	05/06/2021	6,107.37 SOUND TRANSIT
01	EFT	00007469	05/06/2021	1,125.69 SOUTH TACOMA GLASS
01	EFT	00007470	05/06/2021	723.86 STANDARD PARTS CORP
01	EFT	00007471	05/06/2021	465.76 STAPLES
01	EFT	00007472	05/06/2021	1,122.50 TACOMA DODGE CHRYSLER JEEP
01	EFT	00007473	05/06/2021	3,198.37 TACOMA SCREW
01	EFT	00007474	05/06/2021	10,353.00 THE AFTERMARKET PARTS CO LLC
01	EFT	00007475	05/06/2021	562.27 TINY'S TIRE
01	EFT	00007476	05/06/2021	272.11 TITUS-WILL TOYOTA
01	EFT	00007477	05/06/2021	40,271.00 JEANNETTE TWITTY
01	EFT	00007478	05/06/2021	214.64 UNIFIRST CORPORATION
01	EFT	00007479	05/06/2021	1,357.59 VEHICLE MAINTENANCE PROGRAM
01	EFT	00007480	05/06/2021	11,173.08 WESTERN PETERBILT
01	EFT	00007481	05/06/2021	39.48 WILLIAMS OIL FILTER
01	EFT	00007482	05/06/2021	39,298.96 WOOD HARBINGER INC
01	EFT	00007483	05/06/2021	76,596.28 GREAT WEST RETIREMENT
01	EFT	00007484	05/06/2021	214,633.16 ICMA RETIREMENT
01	EFT	00007485	05/06/2021	14,140.67 NAVIA BENEFIT SOLUTIONS
01	EFT	00007486	05/06/2021	7,822.47 TACOMA EMPLOYEES RETIREMENT SY
01	EFT	00007487	05/06/2021	6,880.48 WA ST CHILD SUPPORT REGISTRY
01	EFT	00007488	05/13/2021	26,263.00 ACI CUSTODIAL INC
01	EFT	00007489	05/13/2021	1,574.30 ALLSTREAM
01	EFT	00007490	05/13/2021	227.63 BATTERY SYSTEMS
01	EFT	00007491	05/13/2021	460.92 COMMERCIAL BRAKE & CLUTCH

01	EFT	00007492	05/13/2021	41,195.27	COMMONSTREET CONSULTING LLC
01	EFT	00007493	05/13/2021	428,900.61	CONSTRUCT, INC.
01	EFT	00007494	05/13/2021	31,007.21	CUMMINS INC
01	EFT	00007495	05/13/2021	2,234.54	CUSTOM EDGE, INC.
01	EFT	00007496	05/13/2021	250.00	CYBERSOURCE CORP.
01	EFT	00007497	05/13/2021	3,224,149.63	GILLIG LLC
01	EFT	00007498	05/13/2021	5,750.00	GORDON THOMAS HONEYWELL
01	EFT	00007499	05/13/2021	135.34	GRAINGER
01	EFT	00007500	05/13/2021	159,367.01	HUITT-ZOLLARS INC.
01	EFT	00007501	05/13/2021	319.18	WESTERN FLUID COMPONENTS
01	EFT	00007502	05/13/2021	530.20	LARSCO INC
01	EFT	00007503	05/13/2021	750.00	LONE FIR CREATIVE
01	EFT	00007504	05/13/2021	214.70	MALLORY SAFETY & SUPPLY LLC
01	EFT	00007505	05/13/2021	1,731.25	MAYES TESTING ENGINEERS INC
01	EFT	00007506	05/13/2021	542.46	MCGUIRE BEARING CO
01	EFT	00007507	05/13/2021	1,177.59	MINUTEMAN PRESS
01	EFT	00007508	05/13/2021	962.40	MOHAWK MFG & SUPPLY
01	EFT	00007509	05/13/2021	1,138.87	MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00007510	05/13/2021	474.52	NEOPART TRANSIT LLC
01	EFT	00007511	05/13/2021	3,565.29	NORTHWEST LIFT & EQUIPMENT
01	EFT	00007512	05/13/2021	302.77	NORTHWEST STEEL & PIPE CO
01	EFT	00007513	05/13/2021	5,576.49	PACIFIC POWER PRODUCTS
01	EFT	00007514	05/13/2021	18.41	PACIFIC WELDING SUPPLY INC
01	EFT	00007515	05/13/2021	6,791.37	PACIFICA LAW GROUP
01	EFT	00007516	05/13/2021	736.62	QUALITY PRESS
01	EFT	00007517	05/13/2021	289.44	R E AUTO ELECTRIC
01	EFT	00007518	05/13/2021	492.55	ROBBLEES TOTAL SECURITY INC
01	EFT	00007519	05/13/2021	1,493.81	SCHETKY NORTHWEST SALES INC
01	EFT	00007520	05/13/2021	49.94	SEATTLE AUTOMOTIVE DIST.
01	EFT	00007521	05/13/2021	52,764.33	SOUND TRANSIT
01	EFT	00007522	05/13/2021	31,778.38	SOUND TRANSIT
01	EFT	00007523	05/13/2021	225.00	MARK W MEROD
01	EFT	00007524	05/13/2021	296.73	SOUTH TACOMA GLASS
01	EFT	00007525	05/13/2021	306.06	STANDARD PARTS CORP
01	EFT	00007526	05/13/2021	1,080.00	SUPERION LLC
01	EFT	00007527	05/13/2021	2,110.75	TACOMA DODGE CHRYSLER JEEP
01	EFT	00007528	05/13/2021	79.50	TACOMA SCREW
01	EFT	00007529	05/13/2021	19,495.00	THE AFTERMARKET PARTS CO LLC
01	EFT	00007530	05/13/2021	227.93	NEWS TRIBUNE, THE
01	EFT	00007531	05/13/2021	451.47	THERMO KING NW INC
01	EFT	00007532	05/13/2021	1,300.00	TRAPEZE SOFTWARE GROUP
01	EFT	00007533	05/13/2021	3,538.55	UNIFIRST CORPORATION
01	EFT	00007534	05/13/2021	55,744.14	UNITED ENERGY TRADING LLC
01	EFT	00007535	05/13/2021	4,617.94	VIX TECHNOLOGY USA INC
01	EFT	00007536	05/13/2021	19,613.72	WA ST TRANSIT INSURANCE POOL
01	EFT	00007537	05/13/2021	167.54	WAXIE SANITARY SUPPLY
01	EFT	00007538	05/13/2021	2,503.05	WESTERN PETERBILT
01	EFT	00007539	05/17/2021	1,186,710.25	AWC
01	EFT	00007540	05/20/2021	8,509.82	WA ST DEPT OF REVENUE
01	EFT	00007541	05/20/2021	1,186.75	A & E IMAGING
01	EFT	00007542	05/20/2021	31.60	AARON'S INDUSTRIAL
01	EFT	00007543	05/20/2021	80.88	AIRGAS-NOR PAC INC
01	EFT	00007544	05/20/2021	488.96	ALLSTREAM
01	EFT	00007545	05/20/2021	10,261.76	AMAZON.COM CORPORATE CREDIT
01	EFT	00007546	05/20/2021	218.64	AMB TOOLS & EQUIPMENT
01	EFT	00007547	05/20/2021	94,184.86	ASSOCIATED PETROLEUM
01	EFT	00007548	05/20/2021	16,009.08	BRIDGESTONE AMERICA
01	EFT	00007549	05/20/2021	1,046.46	COMMERCIAL BRAKE & CLUTCH
01	EFT	00007550	05/20/2021	19,355.75	CUMMINS INC
01	EFT	00007551	05/20/2021	49.46	CUSTOM EDGE, INC.
01	EFT	00007552	05/20/2021	142.22	DAVE DAVIS

01	EFT	00007553	05/20/2021	3,224.62	DIAMOND PARKING SERVICES LLC
01	EFT	00007554	05/20/2021	30.62	FERGUSON
01	EFT	00007555	05/20/2021	4,332.05	FINISHMASTER, INC
01	EFT	00007556	05/20/2021	1,746.48	NORTHWEST CASCADE INC
01	EFT	00007557	05/20/2021	7,567.85	FREIGHTLINER NORTHWEST PACIFIC
01	EFT	00007558	05/20/2021	25,100.83	GILLIG LLC
01	EFT	00007559	05/20/2021	14,953.09	GRAINGER
01	EFT	00007560	05/20/2021	4,720.00	HIGH LINE SOFTWARE INC
01	EFT	00007561	05/20/2021	621.43	INTELLICORP RECORDS INC
01	EFT	00007562	05/20/2021	256.00	JOHN G PALMER
01	EFT	00007563	05/20/2021	2,241.09	WESTERN FLUID COMPONENTS
01	EFT	00007564	05/20/2021	256.00	KIMBERLY M ROSCOE
01	EFT	00007565	05/20/2021	43.96	LARSEN SIGN COMPANY
01	EFT	00007566	05/20/2021	2,438.32	LUMINATOR MASS TRANSIT LLC
01	EFT	00007567	05/20/2021	346.20	MALLORY SAFETY & SUPPLY LLC
01	EFT	00007568	05/20/2021	1,088.70	METAL SUPERMARKETS
01	EFT	00007569	05/20/2021	2,402.04	MINUTEMAN PRESS
01	EFT	00007570	05/20/2021	1,318.17	MOHAWK MFG & SUPPLY
01	EFT	00007571	05/20/2021	486.81	MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00007572	05/20/2021	550.00	MUNICODE
01	EFT	00007573	05/20/2021	250.68	OUTFITTER SATELLITE INC
01	EFT	00007574	05/20/2021	508.21	PACIFIC AIR CONTROL INC
01	EFT	00007575	05/20/2021	3,132.93	PACIFIC POWER PRODUCTS
01	EFT	00007576	05/20/2021	1,140.63	PRINT NW
01	EFT	00007577	05/20/2021	52.75	TEEPLE PRODUCTIONS LLC
01	EFT	00007578	05/20/2021	335.90	QUADIANT FINANCE USA INC
01	EFT	00007579	05/20/2021	711.61	R E AUTO ELECTRIC
01	EFT	00007580	05/20/2021	43.53	ROBBLEES TOTAL SECURITY INC
01	EFT	00007581	05/20/2021	135.70	ROGER JENSEN
01	EFT	00007582	05/20/2021	1,461.61	SAYBR CONTRACTORS INC
01	EFT	00007583	05/20/2021	612.47	SEATTLE AUTOMOTIVE DIST.
01	EFT	00007584	05/20/2021	10,394.24	SOUND TRANSIT
01	EFT	00007585	05/20/2021	8,489.13	SOUTH TACOMA GLASS
01	EFT	00007586	05/20/2021	616.59	STANDARD PARTS CORP
01	EFT	00007587	05/20/2021	2,634.95	STAPLES
01	EFT	00007588	05/20/2021	470.55	STELLAR INDUSTRIAL
01	EFT	00007589	05/20/2021	4,732.99	TACOMA COMMUNITY COLLEGE
01	EFT	00007590	05/20/2021	1,439.90	TACOMA DODGE CHRYSLER JEEP
01	EFT	00007591	05/20/2021	2,068.46	TACOMA SCREW
01	EFT	00007592	05/20/2021	18,955.75	TECHNICAL SECURITY INTEGRATION
01	EFT	00007593	05/20/2021	6,201.41	THE AFTERMARKET PARTS CO LLC
01	EFT	00007594	05/20/2021	349.78	THOMSON REUTERS-WEST
01	EFT	00007595	05/20/2021	4.89	TITUS WILL FORD INC
01	EFT	00007596	05/20/2021	10.49	TITUS-WILL TOYOTA
01	EFT	00007597	05/20/2021	38,467.20	TRAPEZE SOFTWARE GROUP
01	EFT	00007598	05/20/2021	2,016.28	UNIFIRST CORPORATION
01	EFT	00007599	05/20/2021	251.55	REDDAWAY
01	EFT	00007600	05/20/2021	739.25	WAXIE SANITARY SUPPLY
01	EFT	00007601	05/20/2021	6,130.70	WESTERN PETERBILT
01	EFT	00007602	05/20/2021	997.21	WILLIAMS OIL FILTER
01	EFT	00007603	05/20/2021	72,760.96	GREAT WEST RETIREMENT
01	EFT	00007604	05/20/2021	209,221.99	ICMA RETIREMENT
01	EFT	00007605	05/20/2021	14,152.98	NAVIA BENEFIT SOLUTIONS
01	EFT	00007606	05/20/2021	7,822.46	TACOMA EMPLOYEES RETIREMENT SY
01	EFT	00007607	05/20/2021	6,948.13	WA ST CHILD SUPPORT REGISTRY
01	EFT	00007608	05/27/2021	1,460.00	CSCHED
01	EFT	00007609	05/27/2021	3,042.72	A & E IMAGING
01	EFT	00007610	05/27/2021	146.79	AMB TOOLS & EQUIPMENT
01	EFT	00007611	05/27/2021	47,268.39	ASSOCIATED PETROLEUM
01	EFT	00007612	05/27/2021	41,410.76	BRIDGESTONE AMERICA
01	EFT	00007613	05/27/2021	256.00	CHRISTOPHER BEALE

01	EFT	00007614	05/27/2021	1,164.86	COMMERCIAL BRAKE & CLUTCH
01	EFT	00007615	05/27/2021	23,208.22	CUMMINS INC
01	EFT	00007616	05/27/2021	137.74	DARRICK VALONA
01	EFT	00007617	05/27/2021	3,072.73	DIAMOND PARKING SERVICES LLC
01	EFT	00007618	05/27/2021	104.90	DRIVELINES NW INC
01	EFT	00007619	05/27/2021	1,765.44	ELTEC SYSTEMS LLC
01	EFT	00007620	05/27/2021	59.20	ENGINEERED MACHINED PROD
01	EFT	00007621	05/27/2021	682.88	GARDA CL NORTHWEST INC
01	EFT	00007622	05/27/2021	47,425.23	GILLIG LLC
01	EFT	00007623	05/27/2021	1,807.46	GRAINGER
01	EFT	00007624	05/27/2021	125.55	GROENEVELD LUBRICATION SOLUTIO
01	EFT	00007625	05/27/2021	3,108.78	HERITAGE-CRYSTAL CLEAN LLC
01	EFT	00007626	05/27/2021	1,628.06	HOLMES DISTRIBUTING
01	EFT	00007627	05/27/2021	384.00	JASON M WHALEN
01	EFT	00007628	05/27/2021	3,281.74	K & L GATES
01	EFT	00007629	05/27/2021	1,784.57	WESTERN FLUID COMPONENTS
01	EFT	00007630	05/27/2021	571.48	LARSEN SIGN COMPANY
01	EFT	00007631	05/27/2021	4,753.41	MALLORY SAFETY & SUPPLY LLC
01	EFT	00007632	05/27/2021	509.40	MCGUIRE BEARING CO
01	EFT	00007633	05/27/2021	3,828.27	MOHAWK MFG & SUPPLY
01	EFT	00007634	05/27/2021	1,605.19	MUNCIE RECLAMATION & SUPPLY CO
01	EFT	00007635	05/27/2021	738.00	NATIONAL TESTING NETWORK
01	EFT	00007636	05/27/2021	60.98	PACIFIC POWER PRODUCTS
01	EFT	00007637	05/27/2021	36,516.10	PARAMETRIX ENGINEERING
01	EFT	00007638	05/27/2021	549.12	PRINT NW
01	EFT	00007639	05/27/2021	283.27	SAMBA HOLDINGS INC
01	EFT	00007640	05/27/2021	1,359.87	SEATTLE AUTOMOTIVE DIST.
01	EFT	00007641	05/27/2021	1,761.75	SITECRAFTING INC.
01	EFT	00007642	05/27/2021	3,276.51	SOUND TRANSIT
01	EFT	00007643	05/27/2021	962.40	STANDARD PARTS CORP
01	EFT	00007644	05/27/2021	47.81	STERICYCLE
01	EFT	00007645	05/27/2021	36.47	TACOMA DODGE CHRYSLER JEEP
01	EFT	00007646	05/27/2021	915.74	TACOMA SCREW
01	EFT	00007647	05/27/2021	1,425.00	TECHNICAL SECURITY INTEGRATION
01	EFT	00007648	05/27/2021	24,217.17	THE AFTERMARKET PARTS CO LLC
01	EFT	00007649	05/27/2021	177.36	TITUS WILL FORD INC
01	EFT	00007650	05/27/2021	670.50	UNIFIRST CORPORATION
01	EFT	00007651	05/27/2021	70.34	VEHICLE MAINTENANCE PROGRAM
01	EFT	00007652	05/27/2021	1,402.32	WESMAR
01	EFT	00007653	05/27/2021	18,600.22	WESTERN PETERBILT
01	EFT	00007654	05/27/2021	88.79	WILLIAMS OIL FILTER
01	EFT	00007655	05/27/2021	519,230.64	WSP USA, INC.
01	EFT	00007656	05/27/2021	2,283.66	XEROX FINANCIAL SERVICES
01	EFT	00007657	05/27/2021	11,572.47	ZONAR SYSTEMS INC

Total Payments

\$8,575,064.91

**PIERCE TRANSIT
BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES**

May 10, 2021

CALL TO ORDER

Chair Woodards called the regular Board meeting to order at 4:03 p.m.

ROLL CALL

Commissioners present:

Chris Beale, City of Tacoma Councilmember
Marty Campbell, Vice Chair of the Board, Pierce County Councilmember
Kent Keel, City of University Councilmember (*representing University Place and Fircrest*)
Ryan Mello, Pierce County Councilmember
John Palmer, Deputy Mayor for City of Puyallup (*representing Puyallup and Edgewood*)
Kim Roscoe, Mayor of Fife (*representing Fife/Milton/ Pacific/Auburn/Gig Harbor/
Ruston/Steilacoom*)
Kristina Walker, City of Tacoma Councilmember
Jason Whalen, City of Lakewood Deputy Mayor
Victoria Woodards, Chair of the Board, Mayor of the City of Tacoma

Staff present:

Sue Dreier, Chief Executive Officer
Deanne Jacobson, Clerk of the Board
Aaron Millstein, General Counsel from K&L Gates
Brittany Carbullido, Assistant to the CEO/Deputy Clerk of the Board

OPENING REMARKS AND HOUSEKEEPING ITEMS

Chair Woodards welcomed board members, staff, and citizens to the virtual meeting and provided instructions for participation to attendees.

SPECIAL BUSINESS

1. Update on CEO Recruitment Process

Dennis Karras of Karras Consulting provided an update on the CEO recruitment process. He noted that as of today there are 37 candidates. He reviewed an informational sheet that described the geographical location of where the candidates come from, their educational background and diversity of candidates.

Mr. Karras also reviewed the recruitment timeline and indicated that the recruitment has a soft close in about a week. Next steps will involve meeting with the Search and Recruitment Committee to identify candidates to interview with first candidate interviews hopefully occurring at the end of May.

Mr. Karras responded to questions about the overall candidate pool and whether there are some really good candidates that stand out.

Chair Woodards noted that the board looks forward to the June update and that more than likely special board meetings will need to be scheduled to conduct candidate interviews.

PRESENTATIONS/DISCUSSION

1. 2020 Q4 Financial Update

Executive Director of Finance Brett Freshwaters provided a PowerPoint presentation reviewing 2020 Budget forecasts for operating costs and revenue estimates with the 2020 Actuals. He noted there is still a gap in sales tax collections from what was projected/budgeted. He noted overall the agency fared well during the pandemic, noting that the agency acted early in the pandemic to minimize costs, such as measures to reduce costs and implementing furloughs days. He noted that there were fewer workers compensation claims, but unemployment filings were higher than budgeted.

Mr. Freshwaters also detailed the amount of revenue that the Agency is expected to receive from federal relief plans such as the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRSSA) and the American Rescue Plan Act (ARPA) Funds which will help fill the gap in sales tax collections.

Mr. Freshwaters also noted that the Board was distributed the 2021 Q1 Financial Report with their board packet for informational purposes and was not planning to discuss fully today, but wanted to highlight that the report shows that the first two months of sales tax collection in 2021 well exceeded the forecasted amount, noting this is good news and staff will continue to monitor.

He responded to various questions relating to fare revenue trends, noting that the agency is still below budget and noted that there is still reduced capacity on the buses due to COVID.

Upon inquiry from Commissioner Roscoe, Mr. Freshwaters confirmed that the agency's expenditures were less than what was budgeted, and those net monies were added to the agency's reserves.

2. Operators of the Month for January through April 2021

Transportation Assistant Manager Scott Gaines honored the following operators who were selected Operators of the Month for January through April 2021:

January – Clay Chowning
February – Nicolae Jacot
March – Kathy Ross
April – Ben Wade

Mr. Gaines detailed each operator's contributions and accomplishments to the agency and to the community.

On behalf of the Board, Mayor Woodards congratulated the operators and noted that the Board is grateful for their service to the community and taking care of Pierce Transit customers.

PUBLIC COMMENT

Chair Woodards provided participation instructions to the public and opened public comment. The following individual(s) spoke:

- Julian Wheeler, Chair of Pierce County Accessible Communities Advisory Committee, invited members and staff to attend the committee's next meeting on May 11. He reminded attendees that this committee may be able to expedite funding for mobility/access type projects and that the committee is always looking for new members and new ideas.
- Laura Svancarek, Tacoma resident and Representative from Downtown on the Go, noted her agency would support a ballot measure for 0.3 percent sales tax increase should the Board decide to move forward with it. She stated that for many citizens transit is a lifeline to employment and other important services and an improved transit system with increased frequency and routes would provide equity to underserved communities.

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

Motion **carried**, 9-0.

1. Approval of Vouchers, April 1 through April 30, 2021
Operating Fund #10
Self-Insurance Fund #40
Capital Fund #90
Payment Nos. 375877 through 376105
Wire Nos. 7140 through 7427
No Advance Travel Checks
Total \$23,794,554.42
2. Approval of Minutes: April 12, 2021, Regular Board Meeting.
3. FS 2021-019, Authorized the Chief Executive Officer to execute a 10-year interlocal agreement with City of Tacoma Solid Waste Management Division allowing the City access to Pierce Transit's CNG fueling station during emergencies pursuant to the contractual terms in Exhibit A.

4. FS 2021-020, Authorized the Chief Executive Officer to enter into and execute Contract No. 1189 with CWA (Bellair Charters) for the temporary bus storage and vehicle exercising to maintain operational readiness as needed during the Maintenance and Operations Base Improvement (MOBI) Construction Project for up to five (5) years in an amount not to exceed \$626,000.00.
5. FS 2021-021, Authorized the Chief Executive Officer to amend the Capital Budget in the amount of \$83,300 bringing the project budget to \$3,635,363.00 and increasing the contract authorization amount with Construct, Inc., in the amount of \$51,225.00, to address unforeseen conditions, for a revised contract authorization amount of \$3,012,593.
6. FS 2021-022, Authorized Pierce Transit to convey two paratransit vehicles (2005 Ford E450 El Dorado 15-passenger vehicle, VIN No. 1FDXE45S55HB09978 and 2007 Ford E450 El Dorado 16-passenger van, VIN No.1FDXE45S07DB00292) to the Pierce County Department of Emergency Management for use in emergency events.

ACTION AGENDA

1. **FS 2021-023, Authorize the Chief Executive Officer to execute a multi-year Express Bus Service Operations and Maintenance Interagency Agreement with Sound Transit for Pierce Transit to Continue to Operate Regional Sound Transit Express Service through December 31, 2027, pursuant to the agreement set forth in Exhibit A.**

Chief Operating Officer Mike Griffus (*Mayor Woodards temporarily stepped away from the meeting and passed the gavel to Vice Chair Campbell*) presented on the item. He gave a high-level overview of the negotiation process and various terms of the agreement. He noted that this new service agreement will be in effect from July 1, 2021, through December 31, 2025, and allows for two, one-year contract extensions through December 31, 2027. The estimated revenue for this contract period is approximately \$341 million through December 31, 2027. The agreement ensures the cost allocation model fully compensates Pierce Transit and is revenue neutral. Sound Transit has also agreed to participate in base modifications through proportionate share agreements and will make a one-time contribution of \$9,135,888 to compensate for past use and land acquisition. The agreement also includes an environmental stewardship element for the two agencies to develop joint sustainability goals. He noted that the Sound Transit Board will consider this proposed agreement at their May 27 meeting.

He thanked staff member Tamara Good for her work in coordinating and overseeing the contract process for this agreement with Sound Transit.

Mr. Griffus responded to various questions relating to the contract.

Commissioners Roscoe and Walker **moved** and seconded to authorize the Chief Executive Officer to execute a multi-year Express Bus Service Operations and Maintenance Interagency Agreement with Sound Transit for Pierce Transit to Continue to Operate Regional Sound Transit Express Service through December 31, 2027, pursuant to the agreement set forth in Exhibit A.

Motion **carried**, 8-0.

2. **FS 2021-024, Direct staff to schedule a Special Board Meeting in June to Consider Whether to Proceed with a Formal Ballot Measure in November 2021 for Additional Sales Tax for Increased Bus Service**

Executive Director of Planning and Community Development Ryan Wheaton provided an overview of a Ballot Measure Plan that would call for a graduated sales tax increase of 0.2 percent in one year (0.8 percent total) followed by an increase of 0.1 percent in year three. A graduated approach would allow staff to procure buses, hire and train staff and successfully implement additional service. The increase in revenue would provide for more frequency by 47 percent, increase new routes by 25 percent, increase hours and recovery by 10 percent, and increase free rides for seniors and youth by 8 percent. Additional revenue is also expected to provide for 43 miles of new routes and increase overall service hours to about 735,000 service hours. The additional revenue would greatly improve span and frequency for riders.

The Plan also provided for a second Bus Rapid Transit line, new routes, and Micro Transit Zones.

Mr. Wheaton reviewed survey results recently conducted from 600 respondents in the Pierce Transit service area. He reviewed a timeline for a ballot measure and noted that staff suggests waiting until November 2021 or November 2022 to move forward with a ballot measure so the agency can be successful in its efforts.

Commissioner Campbell noted he was supportive of going out to ballot before COVID-19 hit. He noted he is supportive of moving forward in August or November 2021.

Commissioner Mello noted that he believes the Plan is a thoughtful proposal and is supportive of a November 2021 ballot measure.

Commissioner Walker noted her support for a June special meeting and noted that she would welcome additional information from cities and other stakeholders regarding their thoughts/support for a ballot measure. She is supportive of moving forward with a ballot measure.

Commissioner Keel noted he shares the need and desire to expand service in the region. He raised concern that a vast majority of citizens who do not ride transit may not be in support of paying for additional service and more outreach/marketing needs to be done to this group of citizens to inform them about the benefits of transit so that this doesn't end up a failed ballot (*Chair Woodards returned to the meeting*) measure.

Commissioners Mello and Whalen **moved** and seconded to direct staff to schedule a Special Board Meeting in June 2021 to consider whether to proceed with a formal ballot proposition to be submitted to the qualified electors of the Pierce County Public Transportation Benefit Area on November 2, 2021, to utilize an additional three-tenths of one percent (0.3%) sales and use tax.

Motion **carried**, 9 -0.

3. FS 2021-025, Approve Resolution No. 2021-006, updating the Community Use Van program and directing staff to proceed with the implementation.

Community Development Administrator Penny Grellier presented on the item. She noted that there has been an increase for requests for transportation options that have risen out of the pandemic. She noted that the existing Community Use Van Program is hard to sell to the community due to costs to the user and because there is no dedicated marketing plan for this program.

The new plan proposes a simple mileage rate for Pierce Transit to easily market to businesses outside of the fixed route service area who need option and to agencies who need non-commute transport resources.

She reviewed the new features of the program that includes a flat fee rate and reviewed the benefits of the program. She reviewed the next steps of implementation should the Board approve the new program.

Upon inquiry, she responded to questions about the proposed plan and the full vision of the program.

Commissioner Keel noted that he is appreciative/supportive of staff modifying the program to make the program more attractive or useable to the community but feels that there are many elements of the program that still need to be finalized and worked out that he would like to see before approving the program.

After a short discussion about how staff arrived at direct costs figures, Commissioner Roscoe asked for more clarification about direct costs and recovery costs of the program, but noted that she is still in favor of the program and is supportive of the program.

Commissioner Beale noted his support for the program and for staff bringing forward creative options for the community. He trusts that staff will be able to implement the program successfully. He suggested that staff report back in the future of the successes and/or challenges of the program.

Commissioners Roscoe and Campbell moved and seconded to approve Resolution No. 2021-006, updating the Community Use Van program and directing staff to proceed with the implementation.

Motion carried, 8-1, with Commissioner Keel voting no.

Commissioner Keel noted he would like more information about the implementation of the program and so he is voting no.

Mayor Woodards requested that staff report back to the board in a few months on how the implementation of the program is going.

STAFF UPDATES/DISCUSSIONS

1. CEO Report – CEO Dreier reported on the following items:

- Announced that the construction project for the visitor’s parking area at the Administration Building has been completed. Work is underway for the new fuel and bus washing station. To accomplish this work, the electric bus charging stations will need to be relocated and will be inoperable for approximately 6-8 weeks during this time. The electric buses will not be operating in service during this period as well.
- Reported that she is still waiting for an update from PSRC on the distribution of the American Rescue Plan Act (ARPA) funds and will update the Board when she receives more information.

INFORMATIONAL BOARD ITEMS

1. Chair’s Report

Chair Woodards announced that the next Executive Finance Committee meeting will be held Thursday, May 20, beginning at 3:00 p.m.

2. Sound Transit Update

Commissioner Keel reported that Sound Transit is still working on the realignment process and there is a lot of work that still needs to be done.

3. Puget Sound Regional Council Transportation Policy Board Update

Vice Chair Campbell noted he did not attend the last meeting but gave an overview of the work/discussion that was conducted during the meeting. Breakout sessions relating to the Regional Transportation Plan focusing on safety and what that means to the citizens in the region. Pierce Transit was approved to receive approximately \$960,000 for clean fuels replacement/expansion. The next meeting is Thursday, May 13 from 9:00 a.m. to 12:00 p.m.

4. Commissioners’ Comments

No comments were provided.

EXECUTIVE SESSION

There was no executive session.

ADJOURNMENT TO CLOSED SESSION MEETING

Commissioners Campbell and Whalen **moved** and seconded to adjourn the meeting at 5:29 p.m.

Motion **carried**, 9-0.

Deanne Jacobson
Clerk of the Board

Victoria Woodards, Chair
Board of Commissioners

TITLE: Authorization to Execute a Memorandum of Understanding with Washington State Ferries and Metro Parks for the Maintenance of the Restroom Facility at Point Defiance (Pierce Transit Contract No. 1176)

DIVISION: Planning & Community Development

SUBMITTED BY: Duane Wakan, Senior Planner

RELATED ACTION:

Resolution 1988-139 Point Defiance Intermodal Transit Facility Three Party Agreement WSDOT (WSF), MPD, PT
Resolution 1991-051 Point Defiance Intermodal Transit Facility Executive Supplemental 3-Party Agreement: WSDOT (WSF), MDP, PT

ATTACHMENTS:

RELATION TO STRATEGIC PLAN: Customer

Exhibit A, Proposed MOU
Exhibit B, WSF's Scope of Repairs for Pt Defiance Restrooms

BUDGET INFORMATION: N/A

BACKGROUND:

Pierce Transit, Metro Parks Tacoma (MPT), and Washington State Ferries (WSF) previously entered into an Intergovernmental Agreement on December 28, 1988, which included two (2) amendments all collectively known as the 1988 Interagency Agreement (MOU). The MOU covered the roles and responsibilities in the funding, construction, operation and maintenance of a public restroom, a public passenger shelter and kiosk, and a bus layover zone adjacent to the Point Defiance Ferry Terminal. Pierce Transit has continuously operated local transit service from the site, today we operate Routes 10 and 11 from this location and utilize the facility for a layover area.

The public restrooms at the Point Defiance facility were closed in early 2018 due to the need for repairs and the 1988 Interagency Agreement expired and terminated. It is time to revisit and refresh the MOU for all parties involved. The new MOU horizon would take us from the date of signature through October 31, 2024. The Parties agree to work in good faith to develop a new, long-term agreement for the premises that includes renovation and improvements to the restrooms and related facilities. The long-term agreement shall also address funding for the work and for the shared operation, maintenance and repair of the premises and address all other Pierce Transit and/or WSF activities and impacts to Point Defiance.

Pierce Transit performed restroom maintenance from 2009 to 2018. The average annual maintenance cost during that period was approximately \$22,000 per year. Due to this effort, a provision was made to benefit Pierce Transit to delay invoicing to such a time when the credit balance has been exhausted; upon which time invoicing will resume quarterly (or other agreed upon basis). WSF shall invoice Metro Parks and Pierce Transit for their equitable share of the Premises and Restroom maintenance costs incurred by WSF. Each Party's equitable share shall be one-third (1/3) of the actual maintenance costs.

STAFF RECOMMENDATION:

Staff recommends authorizing the agreement as presented in Exhibit A.

ALTERNATIVES:

Do not adopt as proposed. This is not recommended considering that there are 38,992 annual boardings 33,880 de-boardings per year at this site (2019), and it acts as a layover facility for Pierce Transit operators.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to execute a Memorandum of Understanding with Washington State Ferries and Metro Parks for the Maintenance of the Restroom Facility at Point Defiance (Pierce Transit Contract No. 1176) as presented in Exhibit. A.

**MEMORANDUM OF UNDERSTANDING
FOR
POINT DEFIANCE RESTROOM FACILITY**

**WSF No. GCB 3496
Metro Parks No. (N/A)
Pierce Transit No. 1176**

This Memorandum of Understanding (MOU) is made and entered into this _____ day of June 2021 (the effective date), by and between the Washington State Department of Transportation Ferries Division, operating as Washington State Ferries (“WSF”), the Pierce County Public Transportation Benefit Area Corporation (“Pierce Transit”) and the Metropolitan Park District of Tacoma, a municipal corporation (“Metro Parks”), which are sometimes hereinafter collectively referred to as the “Parties”.

RECITALS

- A. The Parties previously entered into an Intergovernmental Agreement (WSF No. GC 9343), dated December 28, 1988, plus Amendment Nos. 1 and 2 thereto (collectively the “1988 Interagency Agreement”), regarding the funding, construction, operation and maintenance of (1) a public restroom, (2) a passenger shelter with a public transportation and public information kiosk, and (3) a bus layover zone adjacent to the passenger kiosk with adjoining bus shelter adjacent to the Point Defiance Ferry Terminal, which is depicted on the attached Exhibit A, Depiction of Premises (the “Premises”).
- B. The restrooms were closed in early 2018 due to the need for repairs and the 1988 Interagency Agreement expired and terminated.
- C. WSF requested and Metro Parks prepared and completed a long-term assessment regarding the cost to renovate the restrooms at the Premises (the “Restrooms”). The April 2019 assessment produced three (3) different options based on the extent of the desired renovation work and the estimated cost to perform the work was between \$45,600 and up to \$90,000 if an addition was constructed onto the Restrooms (the “Assessment”).
- D. WSF has performed some repairs to the Restrooms, at its sole expense, and has requested (1) Metro Parks consent to the completion of those repairs, albeit less than all of the repairs required under the least expensive assessment option, and (2) permission for WSF and Pierce Transit to use the Premises for the benefit of the general public. Metro Parks is willing to grant such request, based on the terms and conditions herein.

- E. The Parties are authorized to enter into this MOU pursuant to Chapter 39.34 Revised Code of Washington (RCW), the Interlocal Cooperation Act.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. The above recitals are incorporated herein as though fully set forth.
2. The Parties acknowledge and agree that the 1988 Interagency Agreement has expired and terminated and that Metro Parks is the owner of the improvements made resulting from that Agreement.
3. Metro Parks previously granted permission to WSF to perform certain repairs to the Restrooms (“Repair Work”), per scope detailed in the attached Exhibit B, Restroom Repair Work Summary. WSF performed the Repair Work in a careful and workmanlike manner, free of claims or liens and in compliance with all applicable laws, including all federal, state, county, city and municipal laws, ordinances and regulations. The Repair Work was performed at WSF’s sole expense and has been completed.
4. WSF shall provide signage on the Restrooms at all times hereunder indicating that WSF is operating and maintaining the Restrooms and responsible therefore, subject to cost-sharing as provided in the attached Exhibit C, Cost Sharing). The signage shall include WSF contact information regarding questions, comments or concerns regarding the Restrooms. The signage shall be subject to Metro Parks review and approval.
5. The Repair Work and signage have been completed. Thus, WSF and Pierce Transit may use the western side of the Restrooms for the benefit of their employees and staff and the eastern side of the Restrooms for the benefit of the general public, which includes the patrons of Pierce Transit, WSF and Metro Parks.
6. For the term of this MOU, the Parties agree to equitably share in the cost of operation and maintenance of the Premises and Restrooms and any utilities related thereto, including and without limitation all custodial and security requirements and any repairs due to damage or vandalism, as described in Exhibit C, Cost Sharing.

7. To the extent permitted by law, each Party (an “indemnifying Party”) shall protect, defend, indemnify, and save harmless the other Parties (an “indemnified Party or Parties”), and their officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, or are connected to, or are due to the use of the Premises or Restrooms or any negligent or wrongful acts or omissions of the indemnifying Party related thereto. A Party shall not be required to indemnify, defend, or save harmless an indemnified Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence or wrongful act of such indemnified Party. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence.

Each Party agrees that its obligations under this indemnification section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party shall assume all costs of defense thereof, including legal fees incurred by the other Party, and of all resulting judgments that may be obtained against the other Party. This indemnity shall survive the expiration or sooner termination of this MOU.

8. Each Party agrees to maintain an insurance policy and/or a program of self-insurance, or combination thereof, to provide liability coverage for the Restrooms and the insuring Party’s operations on the Premises, including public liability coverage for bodily injury, property damage, and personal injury of not less than TWO MILLION (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than FOUR MILLION (\$4,000,000.00) per policy period and naming each of the other Parties as additional insureds. Pierce Transit certifies that it is a member of the Washington State Transit Insurance Pool (WSTIP), and agrees to provide acceptable evidence of its liability coverage to the other Parties.
9. The Parties agree to work in good faith to develop a new, long-term agreement for the Premises that includes renovation and improvements to the Restrooms and related facilities. The long-term agreement shall also address funding for the work and for the shared operation, maintenance and repair of the Premises and address all other Pierce Transit and/or WSF activities and impacts to Point Defiance.

10. This MOU shall become effective on the date first written above and shall expire on October 31, 2024 and shall renew upon mutual agreement of all Parties on November 1st each year thereafter for an additional one (1) year term, unless previously terminated in writing by the Parties. Upon expiration, if a new long-term agreement is not in place as described in paragraph 9 of this Agreement, WSF and Pierce Transit shall vacate the Premises and Restrooms and surrender any keys thereto and the Repair Work and any related improvements to the Premises and Restrooms shall become the property of Metro Parks.
11. A Party may not assign its rights or obligations pursuant to this MOU unless otherwise agreed to in advance and in writing by the other Parties.
12. If any of the terms or provisions of this MOU are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions shall remain in full force and effect. The Parties agree to negotiate in good faith to reform this MOU to replace any invalid or unenforceable term and/or provision with a valid and enforceable term, and/or provision that furthers the Parties' intent.
13. This MOU represents the entire agreement of the Parties with respect to all matters referenced therein. No addition or modification to this MOU shall be binding upon the Parties unless reduced to writing and signed by authorized representatives of each Party. Any additions, modifications to this MOU shall be issued in writing by Amendment with the consent of all Parties hereto.
14. All exhibits referenced in and attached to this MOU are incorporated herein.
15. The Parties each represent and warrant to the other that it has the right to enter into this MOU and that the person signing this MOU has authority to bind such person's respective entity.

IN WITNESS WHEREOF, the Parties hereto agree to the terms and conditions of this MOU effective upon the date first written above.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
FERRIES DIVISION**

By: _____
Patty K. Rubstello
WSDOT Assistant Secretary
Washington State Ferries

**PIERCE COUNTY PUBLIC TRANSPORTATION
BENEFIT AREA CORPORATION / PIERCE TRANSIT**

By: _____
Sue Dreier
Chief Executive Officer

METROPOLITAN PARK DISTRICT OF TACOMA

By: _____
Shon Sylvia
Executive Director

Approved For WSDOT Ferries Division:

By: _____
Timothy P. McGuigan
Director of Contracts & Legal Services

Date: _____

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
FOR
POINT DEFIANCE RESTROOM FACILITY

DEPICTION OF PREMISES



EXHIBIT B

**MEMORANDUM OF UNDERSTANDING
FOR
POINT DEFIANCE RESTROOM FACILITY**

**POINT DEFIANCE
RESTROOM REPAIR WORK SUMMARY**

(copy attached)

EXHIBIT C**MEMORANDUM OF UNDERSTANDING
FOR
POINT DEFIANCE RESTROOM FACILITY****COST SHARING**

Responsibility for operation and maintenance of the Premises and Restrooms shall be as stated in Sections 4 and 6 of the subject Memorandum of Understanding For Point Defiance Restroom Facility.

Washington State Ferries (WSF) shall maintain the Premises and Restrooms for ongoing custodial work, cleaning and stocking of the Restrooms, all subject to the cost sharing provisions herein. WSF may contract with a commercial firm to perform such maintenance work.

Subject to the Pierce Transit credit provision below, on a quarterly basis (or other agreed upon basis), WSF shall invoice Metro Parks and Pierce Transit for their equitable share of the Premises and Restroom maintenance costs incurred by WSF. Each Party's equitable share shall be one-third (1/3) of the actual maintenance costs.

For the Parties' budget planning, WSF recently received a vendor quote for maintenance of the public and staff Restrooms. The vendor's quote is \$1,949 total per month (equals \$23,388 total per year), plus sales tax. Additionally, Pierce Transit performed the Restroom maintenance from 2009 to 2018. The average annual maintenance cost during that period was approximately \$22,000 per year, as detailed in the cost summary that Pierce Transit previously provided to WSF and Metro Parks.

In consideration of, and a credit for, Pierce Transit's sole performance of Restroom maintenance and payment of associated costs from 2009 to 2018 in the total amount of \$196,082, WSF shall provide Pierce Transit with a quarterly statement deducting Pierce Transit's equitable share of the Premises and Restroom maintenance costs from \$196,082 until such time as that amount has been amortized. At that time, Pierce Transit's credit value will have been depleted in full and thereafter WSF shall commence invoicing Pierce Transit for its equitable share of ongoing Premises and Restroom maintenance costs. Prior to such invoicing, the Parties shall review and update, if needed, the equitable share calculation herein, with a goal to update the equitable shares considering respective customer usage, agency policies, budget limitations, etc.

During the period when Pierce Transit's equitable share is credited against its prior maintenance costs per the above paragraph, WSF and Metro Parks will each be responsible for fifty percent (50%) of Pierce Transit's credited one-third (1/3) share. The net result is that WSF and Metro Parks will equally share the maintenance costs during that period of time until Pierce Transit's prior maintenance costs are fully amortized. WSF's periodic invoices for the equitable share of the Premises and Restroom maintenance costs will itemize such cost components.

If planned or unplanned capital costs are incurred, the Parties agree to amend this MOU and negotiate the associated costs prior to cost being incurred. The Parties agree that some in-kind services may be performed as a matter of goodwill and good intent between the Parties.

(END)

M-PET Work Order

Job ID: E96012

Exhibit B

Step : 1 of 1

Object ID: PDEF--TERMINAL	Task ID:	Group:
Object Desc: TERMINAL - GENERAL	Requestor: JONEJEF	Priority: 5-EVENT
Area: T2780-PDEF	Request Date: 06/11/2019	Shift: N/A
Area Desc: 2780 - POINT DEFIANCE TERMINAL	Start Date:	Supervisor: USER DEFAULT
Location:	Rtn Within: 0	Status: MORE-TME
Location Desc:	Est. Time: 0.00	Work Op:
	Act. Time: 0.00	Fund Source: N/A
	Reason: PRESERVE	Type: Corrective

Job Title: repair restrooms at point defiance. see notes for details

Charge Codes? Bob Orr 6/11/19

No Job Equipment Information Entered

No Job Parts Information Entered

Detailed Description

Post Notes

JobstepTitle

M-PET Work Order

Job ID: E96012

Exhibit B

Step : 1 of 1

Onshore (South) Public Restroom

1. Replace Mirror
2. Repair or replace toilet paper dispensers
3. Repair or replace supply dispenser
4. Asses door locks for need of repair (they don't appear to be sealed)
5. Replace toilet seat
6. Door is jamming closed due to swelling rust at the bottom of the door grind rust so that door can shut properly
7. Replace soap dispenser
8. Prep and paint all surfaces.

P:\EAGLE HARBOR MAINTENANCE
FACILITY\PDEF Restroom Photos\Onshore Bathroom
(South)

Offshore (North) Public Restroom

1. Replace Mirror
2. Repair or replace faucet.
3. Asses door locks for need of repair (they don't appear to be sealed)
4. Replace toilet seat
5. Door is jamming closed due to swelling rust at the bottom of the door grind rust so that door can shut properly
6. Replace soap dispenser
7. Replace hand dryer
8. Repair or Replace Vent at bottom of Door
9. Clear Urinal Drain
10. prep and paint all surfaces.

P:\EAGLE HARBOR MAINTENANCE
FACILITY\PDEF Restroom Photos\Offshore Bathroom
(North)

This work is the result of negotiations with Pierce Transit and Tacoma Metro Park, and at the direction of the WSF Chief of Staff.

approved 6/11/19 JMJ

Job Attachments

<u>Description</u>	<u>Location/URL</u>
C:\Users\jonejef\Desktop\Ferry Re:	\\Sfhqsempet01\MPETNET\Media\Work Order Attachments\E96012\Ferry Restroom - Layout.pdf

JobstepTitle

TITLE: Authorization to Execute a Memorandum of Understanding with the City of Tacoma, Tacoma Public Utilities, Pierce County, and Washington State Department of Transportation (WSDOT) for Project No. 563 Bus Rapid Transit (BRT) Pacific Avenue/State Route 7 Corridor Project

DIVISION: Finance

SUBMITTED BY: Tina Lee, Planning Manager

RELATED ACTION: N//A

ATTACHMENTS:

RELATION TO STRATEGIC PLAN: Customer

Exhibit A, Additional proposed changes to MOU (red-lined)
Exhibit B, Proposed MOU (clean version)

BACKGROUND:

Pierce Transit, WSDOT, Pierce County, and the City of Tacoma recognize that it will require cooperative, joint efforts between the parties to successfully complete the BRT Project, including, but not limited to, complete the design, property right-of-way acquisition, and construction, funding, planning, environmental review, environmental compliance, site development, permitting, utility relocation, construction management and administration of the BRT Project. Likewise, the parties recognize the ongoing operation and maintenance responsibilities of the roadway facility upon completion of the BRT Project will require cooperative and joint efforts between the parties. The intent of this MOU is to establish the expectations and responsibilities of the parties for the BRT Project and the ongoing operation and maintenance following completion of the BRT Project.

The Parties understand and acknowledge that this MOU merely constitutes a statement of their mutual intentions and a recital of their discussions in connection with the transactions contemplated by this MOU and therefore does not constitute a binding agreement upon any party. This MOU shall not create or otherwise give rise to, and there shall not exist, any binding legal obligation on either party to consummate the transactions contemplated.

This MOU was approved at the December 2020 Pierce Transit Board meeting. However, after approval, The City of Tacoma wanted to update Section 5, Environmental Policy Compliance. Additionally, WSDOT wanted to update language in Section 2, Design Review Services, resulting in the MOU never being fully executed. A redlined version of the MOU, identifying the updated language is included (Attachment A), as well as a non-redline version (Attachment B).

ALTERNATIVES:

Do not approve the MOU. This is not recommended. The project cannot move forward without the MOU in place. It would also detract from the spirit of partnership and cooperation that staff have worked for months to achieve.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to execute a Memorandum of Understanding (Pierce Transit Contract No. 1083) with the City of Tacoma, Tacoma Public Utilities, Pierce County, and WSDOT for Project No. 563 Bus Rapid Transit Pacific Avenue/State Route 7 Corridor Project as presented in Exhibit B.

MEMORANDUM OF UNDERSTANDING

BETWEEN

PIERCE TRANSIT, THE CITY OF TACOMA, PIERCE COUNTY

AND

THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

FOR THE

PACIFIC AVENUE BUS RAPID TRANSIT CORRIDOR PROJECT

THIS Memorandum of Understanding (“**MOU**”) is made and entered into this ____ day of _____, 2021, between the Pierce County Public Transportation Benefit Area (hereinafter “**Pierce Transit**”), a municipal corporation, formed under authority of Chapter 36.57A Revised Code of Washington, the City of Tacoma (hereinafter “**City**”), a municipal corporation operating under the laws of the state of Washington, Pierce County (hereinafter “**County**”), a municipal corporation operating under the laws of the state of Washington, and the Washington State Department of Transportation, (hereinafter “**WSDOT**”), hereafter referred to collectively as the “**Parties**” or individually as a “**Party**.” This MOU concerns the Pacific Avenue Bus Rapid Transit Corridor Project (hereinafter (“**BRT Project**”) as more specifically described herein.

BACKGROUND

- A. The Pacific Avenue corridor is currently served by Pierce Transit’s Route 1, which runs between downtown Tacoma and the community of Spanaway via Pacific Avenue and has an estimated daily ridership of more than 3,500 passengers.
- B. In 2017, Pierce Transit launched a feasibility study for construction and implementation of a Bus Rapid Transit (“BRT”) system along Pierce Transit’s current Route 1 which would encompass approximately 14.4 linear miles of which approximately 10.8 miles are within the limits of the Washington State Highway 7 (SR 7) between the community of Spanaway to downtown Tacoma, as generally depicted in Exhibit A. Of that 10.8 miles of the BRT Project that is along SR 7 approximately 3.8 miles are within the incorporated city limits of Tacoma and therefore under the jurisdiction of both the City and WSDOT as specified by RCW 47.24.020. Of the remaining approximately 7 miles of SR 7 outside of the incorporated city limits of Tacoma it is under the jurisdiction of WSDOT with any portion of the BRT Project that is outside of the SR 7 right-of-way under the jurisdiction of the County.
- C. The proposed BRT Project is intended to encourage transit ridership and expected to increase opportunities for mixed-use development and greater density along the corridor, improve job/workforce balance, improve the safe and efficient flow of

traffic on the roadway and enhance safe access to and from the roadway, and encourage more active lifestyles through enhancements to infrastructure that supports first-last mile connections.

- D. Representatives of Pierce Transit, the City, the County, Sound Transit, WSDOT, and the Puget Sound Regional Council have formed a Technical Advisory Committee (“TAC”) to assist with BRT System planning and technical analysis of the BRT Project. The list of TAC members is provided in Appendix D.
- E. Pierce Transit has engaged the community with a comprehensive outreach approach, including 12 open houses, online open houses, mailers, social media, a dedicated project website, a station location mapping tool, and grassroots outreach to neighborhood groups and businesses along the corridor.
- F. Pierce Transit has pledged to work with the Parties and the community to provide acceptable mitigation through the environmental review and design process.
- G. The Parties acknowledge and understand that Sound Transit and the City are currently evaluating potential options for the new Central Link Light Rail Station that will be located in the Tacoma Dome District, and that Pierce Transit has committed to partnering with the City on a comprehensive subarea/corridor plan along Pacific Avenue that will evaluate land use, urban design, streetscape, accessibility, connectivity, environmental, and capital needs along this corridor.
- H. The City, pursuant to Resolution No. 40269, has expressed its general support for the BRT Project, including the Pacific Avenue and East 26th Street alignment, with the understanding that Pierce Transit will include additional analysis early in the next phases to ensure the BRT Project appropriately balances the shared goals of Pierce Transit, the City, and the community to improve transit access and service while promoting livability, walkability, and transit-oriented compact development along this urban corridor.
- I. Pierce Transit plans to update Transit Signal Priority Equipment in support of the BRT Project as required by the Federal Transit Administration (the “FTA”) under the federal definition of a Small Starts BRT.
- J. Pierce Transit has selected the locally preferred alternative for the project and is in the process of completing preliminary engineering and the federal and state required environmental review for the BRT Project.
- K. Pierce Transit, WSDOT, Pierce County and the City recognize that it will require cooperative, joint efforts between the Parties to complete the design, right-of-way acquisition, and construction of the BRT Project. Additionally, the Parties recognize that following completion of the BRT Project, the ongoing operation and maintenance responsibilities of the roadway facility will need to be clearly identified and documented by written agreements. The Parties further recognize that BRT Project agreements among the Parties will be instrumental in successfully completing the BRT Project. To help accomplish this the Parties recognize that it is

in the Parties' best interests to enter into this MOU to clearly state the Parties' expectations about the roles, responsibilities and obligations of the Parties with respect to the BRT Project and to identify the future agreements necessary to complete the BRT Project as well as the ongoing operation and maintenance responsibilities of the roadway facility upon completion of the BRT Project.

NOW, THEREFORE, the Parties desire to set forth below their mutual understanding and intent with respect to the BRT Project:

1. Intent. Pierce Transit, WSDOT, Pierce County, and the City recognize that it will require cooperative, joint efforts between the Parties to successfully complete the BRT Project, including, but not limited to, complete the design, property right-of-way acquisition, and construction, funding, planning, environmental review, environmental compliance, site development, permitting, utility relocation, construction management and administration of the BRT Project. Likewise, the Parties recognize the ongoing operation and maintenance responsibilities of the roadway facility upon completion of the BRT Project will require cooperative and joint efforts between the Parties. The intent of this MOU is to establish the expectations and responsibilities of the Parties for the BRT Project and the ongoing operation and maintenance following completion of the BRT Project.

The Parties understand and acknowledge that this MOU merely constitutes a statement of their mutual intentions and a recital of their discussions in connection with the transactions contemplated by this MOU and therefore does not constitute a binding agreement upon any Party. This MOU shall not create or otherwise give rise to, and there shall not exist, any binding legal obligation on either party to consummate the transactions contemplated hereby.

2. Definitions. For purposes of this MOU the terms, phrases, words (collectively the "Words") and their derivations as used herein shall have the meanings given herein. Words not defined herein shall be given their common and ordinary meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

"BRT Project" shall mean and refer to all work related to the design, right-of-way acquisition and construction of the Improvements between Spanaway to downtown Tacoma for the Pacific Avenue Bus Rapid Transit/SR 7 Corridor Project as approved by the Pierce Transit Board as the Local Preferred Alternative (LPA) on July 9, 2018 and April 8, 2019, respectively, and the Tacoma City Council through a resolution expressing general support and preference for the Hybrid Alternative Design for Pierce Transit's first Bus Rapid Transit line on April 2, 2019. The BRT Project also refers to all City Utility Relocation Work, WSDOT and Pierce County Utility Relocation Work, and Environmental Standards compliance. The installation of Transit Signal Priority Equipment, which supports the BRT project, is an independent project.

“City Utility Relocation Work” shall mean and refer to all labor, equipment and material necessary to commence and complete the permanent or temporary removal, relocation, adjustment, modification, or protection in place (collectively referred to as “Relocation”) of City Utility Systems to accommodate the BRT Project. Such work shall mean and include, but is not limited to, design development, design review, coordination of design review, permitting, contractor selection, construction, construction management and administration, coordination of utility system service outages and bypasses, and coordination of disconnections and reconnections, together with any Site Development Services, Construction Services, Inspection Services and Permitting Services directly related to relocation of City Utility Systems to accommodate the BRT Project.

“City Utility System(s)” shall mean and refer collectively or individually to any of the Tacoma Public Utilities and Environmental Services Utility Systems, public works street light and traffic signal systems and City communications systems.

“Construction Services” shall mean and refer to the use of City or County staff to install infrastructure for any City or County Utility Systems.

“County Utility Relocation Work” shall mean and refer to all labor, equipment and material necessary to commence and complete the permanent or temporary removal, relocation, adjustment, modification, or protection in place (collectively referred to as “Relocation”) of County Utility Systems to accommodate the BRT Project. Such work shall mean and include, but is not limited to, design development, design review, coordination of design review, permitting, contractor selection, construction, construction management and administration, coordination of utility system service outages and bypasses, and coordination of disconnections and reconnections, together with any Site Development Services, Construction Services, Inspection Services and Permitting Services directly related to relocation of County Utility Systems to accommodate the BRT Project.

“County Utility System(s)” shall, for purposes of this Memorandum of Understanding, mean and refer to the sanitary and storm water utility systems owned and operated by the County, and the pedestrian lighting system owned by the County and maintained by WSDOT.

“Design Document(s)” shall mean the Project narratives, schedules, basis of design, plans, and specifications for the construction of the BRT Project illustrating and describing the refinement of the design of the facilities to be constructed, establishing the scope, relationship, forms, size and appearance of the facilities by means of plans, sections and elevations, typical construction details, location, alignment, materials, and equipment layouts. The Design Documents shall include specifications that identify utilities, major material and systems, Public Right-of-Way improvements, restoration and repair, and establish in general their quality levels. Refer to Exhibits B (WSDOT Design

Documentation Approval Requirements) & C (City Design Documents) for required documentation.

“Design Review Services” shall mean, as applicable, City, WSDOT, or County review of design document submittals by Pierce Transit, (1) in the City, WSDOT’S, or County’s regulatory capacity for compliance with applicable laws, regulations and standards, and/or (2) to protect the public infrastructure. Design Review Services includes review of Design Documents to determine, (a) compatibility of the proposed BRT Project improvements with the use of the public rights-of-way for vehicular and pedestrian transportation, (b) that the proposed BRT Project improvements, whether temporary or permanent, must be in the public interest, consistent with the continued operation, maintenance, and safety of the facility, and such use must not impair the highway or interfere with the free and safe flow of traffic, unless acceptable mitigation measures are implemented. The Parties will evaluate the acceptable level of service and other performance metrics to determine “free and safe” flow of traffic, in accordance with applicable policies, will not present a danger to or interfere with public travel upon the Public Rights-of-Way, (c) that the public rights-of-way are protected and preserved, (d) that there exists sufficient capacity within the public rights-of-way to accommodate the proposed BRT Project improvements, and (e) that the proposed BRT Project improvements will not impair present or planned operation or construction of illumination, sanitary sewer, storm sewer, water, power, cable and telecommunication utility systems.

“Environmental Services Utility Systems” shall, for purposes of this Memorandum of Understanding, mean and refer to the sanitary and storm water utility systems owned and operated by the City.

“Environmental Standards” means all federal, state and local environmental laws and ordinances and all regulations promulgated thereunder, whether currently in effect or enacted or amended from time to time in the future (to the extent that compliance with future laws or amendments is legally required) including, but not limited to, the Endangered Species Act, the Resource Conservation and Recovery Act at 42 U.S.C. § 6921 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act at 42 U.S.C. § 9601 et seq., the Clean Air Act at 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, as amended at 33 U.S.C. 1318, the Toxic Substances Control Act at 15 U.S.C. § 2601 et seq., the Shoreline Management Act, Ch. 90.58 RCW, the Hazardous Waste Management Act, Ch. 70.105 RCW, the Clear Air Act, Ch. 70.94 RCW, the Water Pollution Control Act, Ch. 90.48 RCW, and the Model Toxic Substances Control Act at RCW 70.105.D, et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., and also including, but not limited to, any guidelines, levels and standards currently in effect or enacted or amended from time to time in the future (to the extent that compliance with future laws or amendments is legally required) by the applicable federal, state or local regulatory authority for addressing any contamination of any sort.

“Improvements” shall mean all facilities installed, constructed, improved or located

in, under, on and upon the Public Right-of-Way or other property as part of this BRT Project including but not limited to: electrical substations, conduit, wire, fiber optics, electronics, mechanical systems, buildings, walls, bus shelters, piping, utilities, seating, fencing, fixtures, equipment, landscaping, fencing, and signage; however, in no event shall the term “Improvements” be deemed to include any portion of movable personal property.

“Inspection Services” shall mean all labor, equipment and material necessary for the City, WSDOT, or County to monitor the BRT Project, (1) in the City, WSDOT’s, or County’s regulatory capacity to ensure compliance with applicable laws, regulations and standards, and/or (2) in furtherance of the City’s right under RCW 47.24.020 and WAC 468-18-050.

“Pacific Avenue BRT Corridor” means the surface street route along SR 7 Pacific as shown in Exhibit A

“Permit” shall mean a permit issued by either a City Official in accordance with the Tacoma Municipal Code and applicable Laws authorizing the permittee to perform certain acts, or a permit issued by WSDOT or Pierce County. A permit includes, by way of example, but is not limited to, a sanitary sewer permit, building permit, survey permit, geotechnical exploration permit, fire permit, demolition permit, street cut permit, a barricade permit, a street closure permit, an excavation permit, a clearing and grading permit, binding site plans, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, and a work order permit.

“Permitting Services” shall mean the work performed by the City, WSDOT, or County in its governmental capacity, in response to an application for a Permit or other approval, to process the application to determine compliance with regulatory requirements and standards and the sufficiency of the application for Permit approval.

“Private Utility Relocation Work” shall mean and refer to all labor, equipment and material necessary to commence and complete the permanent or temporary removal, relocation, adjustment, modification, or protection in place (collectively referred to as “Relocation”) of non-City and non-County Utility Systems to accommodate the BRT Project. Such work shall mean and include, but is not limited to, design development, design review, coordination of design review, permitting, contractor selection, construction, construction management and administration, coordination of utility system service outages and bypasses, and coordination of disconnections and reconnections, together with any Site Development Services, Construction Services, Inspection Services and Permitting Services directly related to relocation of non-City and non-County Utility Systems to accommodate the Project.

“Right-of-Way Acquisition” shall mean and refer to all work performed on the BRT Project to acquire the necessary right-of-way needed for the BRT Project,

including relocation of impacted property owners if required. All such work shall be performed according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (hereinafter referred to as the Uniform Relocation Act or “URA”). The URA is a federal statute that sets forth the requirements for appraisals, acquisitions, and relocation assistance for projects with federal funding participation. WSDOT shall have final and sole determination of compliance with the URA for any right-of-way acquisitions and/or relocations along the SR 7 highway corridor. Pierce Transit will comply with all applicable state and federal requirements for property acquisition and relocation assistance.

“Site Development Services” shall mean and refer to work performed by the City, WSDOT, or County necessary to provide regulatory oversight for the BRT Project, or individual components thereof, which work shall include, but not be limited to, pre-application services, Permitting Services, Design Review Services, coordination of design review and permitting, and Inspection Services. Site Development Services do not include project administration or project management.

“Tacoma Public Utility Systems” or **“TPU Systems”** shall, for purposes of this Memorandum of Understanding, mean and refer to the power (aka: Tacoma Power) and water (aka: Tacoma Water) utility systems owned and operated by the Tacoma, inclusive of cable and communications infrastructure.

“Utility Corridor Acquisition” shall mean and refer to the acquisition of all any and all property rights of every type and nature necessary, expedient or required by the City, WSDOT, or County for the completion of “City Utility Relocation Work”, “County Utility Relocation Work”, “Construction Services”, “WSDOT Utility Relocation Work”, and the security of “City Utility System(s)”, and County Utility System(s) as defined herein.

“WSDOT Development Services” shall mean the WSDOT Olympic Region Development Services Office and refer to work performed or provided by WSDOT necessary for the Project, or individual components thereof, which work shall include, but not be limited to, coordinating with the various WSDOT offices and services that will be involved with the BRT Project such as design review and right-of-way acquisition. WSDOT Development Services does not include construction inspection or project management.

“WSDOT Utility Relocation Work” shall mean and refer to all labor, equipment and material necessary to commence and complete the permanent or temporary removal, relocation, adjustment, modification, or protection in place (collectively referred to as “Relocation”) of Utility Systems within WSDOT owned state highway right-of-way to accommodate the BRT Project. Such work shall mean and include, but is not limited to, design development, design review, coordination of design review, permitting, contractor selection, construction, construction management and administration, coordination of utility system service outages and bypasses, and coordination of disconnections and

reconnections, together with any WSDOT review, preparation, and approval and processing of any WSDOT Utility Permits, Franchises and amendments thereto including WSDOT inspection of any Utility Systems within WSDOT owned state highway right-of-way to accommodate the BRT Project.

“**WSDOT Utility Systems**” shall, for purposes of this Memorandum of Understanding, mean and refer to any utilities, sanitary and storm water utility systems that are within WSDOT owned state highway right-of-way as allowed by a WSDOT Utility Permit or Franchise, including amendments.

4. Objectives; Intent and Relations.

4.1 Common Objectives. The Parties have the following common objectives:

- Help reduce transit travel time and increase on-time trip performance along the Pacific Avenue BRT Corridor.
- Attract, together with other transit enhancements, more riders to transit, thus reducing the number of vehicles using the corridor, in turn reducing traffic congestion and pavement wear-and-tear due to vehicular traffic.
- Collaboratively develop a design, right-of-way acquisition, review, approval and construction schedule with the City, WSDOT, County, and Pierce Transit.
- Provide review of necessary design documents and Permits and approvals in support of the Project development consistent with legal requirements.
- Minimize conflicts regarding Permits and approvals.
- Maximize predictability in implementing City, WSDOT, and County requirements.
- Integrate the BRT Project with existing or planned infrastructure and development, including other transit facilities, vehicular transportation facilities, bicycle and pedestrian facilities, public facilities, and private facilities; and develop operational plans that minimize BRT Project impacts and costs.
- Build effective, ongoing intergovernmental cooperation between the Parties.
- Ensure that appropriate notice and reasonable timelines are provided to the Parties for review and processing of documents.
- Ensure that the BRT Project is compliant with all current Americans with Disabilities Act (ADA) Regulations.
- Minimize adverse impacts such as traffic control impacts that are inherent to any highway or roadway improvement project that is constructed on a facility where it is paramount to keep traffic moving in a safe and efficient manner and preserve the continuity of business

operations including mitigating as feasible any loss of parking that currently serves local commercial activities.

4.2 Pierce Transit Objectives. Pierce Transit's objectives also include the following:

- Collaborate collectively with City, County and WSDOT to understand the jurisdictional permitting and approval processes and develop the design review and construction schedule.
- Obtain pre-application review of BRT Project elements for building and fire code issues, as well as any potential of street or right-of-way acquisitions, vacations, easements or use agreements.
- To the extent allowable by law, obtain expedited processing of necessary Permits and approvals, and, if necessary, street or right-of-way vacations, easements, use agreements and utility relocations.
- Understand City, County and WSDOT codes, specifications, processes, policies and procedures that relate to the BRT Project's construction, and minimize conflicts regarding Permits and approvals.

4.3 City Objectives. The City's objectives also include the following:

- Preserve the City's role in BRT Project development decisions.
- Fulfill its responsibility to enforce state and local regulations, building code, fire code, health and safety regulations, traffic management regulations, and other regulations.
- Enhance overall transportation system efficiency and people-moving capacity.
- Foster alternative transportation modes to reduce dependence on single occupancy vehicles and decrease parking demand.
- Anticipate and respond to Pierce Transit's priorities and Permit needs to help expedite Permit review.
- Ensure Pierce Transit responsiveness to construction-related code and procedural requirements.
- Provide constructive input into design considerations through the BRT Project development decisions.
- Provide sufficient resources to meet the specific needs of the BRT Project including design review, inspection, and utility relocation activities (engineering thru construction) in timely manners.
- Address community concerns during BRT Project development and permitting.

- Ensure that the BRT Project coordinates with all other projects and community outreach efforts in and near the BRT Project area and fully considers and addresses community concerns to the extent possible.
- Ensure the parcel and right-of-way acquisition for the BRT Project is transparent and conducted to meet the needs of both the City and Pierce Transit (see Exhibit E).

4.4 WSDOT Objectives. WSDOT's objectives also include the following:

- Preserve the WSDOT's role in BRT Project development decisions.
- Ensure the BRT Project follows and adheres to WSDOT policies and procedures in the development of the design for any work on the SR 7 state highway right-of-way, including but not limited to WSDOT Design Approval (DA), Project Development Approval (PDA), Plan for Approval (PFA), and state highway right-of-way plan preparation. Refer to "Exhibit B" (WSDOT Design Documentation Requirements).
- Ensure the BRT Project follows and adheres to WSDOT policies and procedures in the acquisition of any right-of-way needed along the portion of Pacific Avenue that is also SR 7, including compliance with the requirements of the Uniform Relocation Act (URA).
- Fulfill its responsibility, if any, to enforce any applicable federal, state, and local regulations, building code, fire code, health and safety regulations, traffic management regulations, and other regulations as it relates to any work performed on SR 7 state owned highway right-of-way.
- Ensure costs to WSDOT are minimized by Pierce Transit agreeing to reimburse WSDOT for its efforts to participate with the BRT Project including, but not limited to, the design, right-of-way acquisition, and any construction inspection of any work performed on SR 7.
- Ensure the BRT Project has robust and effective public outreach led by Pierce Transit.
- Minimize traffic impacts along SR 7 during the construction of the BRT Project due to a well-coordinated and effective planning and construction scheduling and implementation of the construction activities.
- Enhance overall transportation system efficiency and people-moving capacity.
- Ensure the BRT Project has thorough and well prepared traffic control plans that take into account as much of the various work operations as can be anticipated in advance of the BRT Project going to construction.
- Provide added emphasis on the implementation of any traffic control due to the work areas being almost exclusively in or directly adjacent to SR 7 highway traffic.

- Foster alternative transportation modes (multi-modal) to reduce dependence on single occupancy vehicles and decrease parking demand.
- Anticipate and respond to Pierce Transit's priorities and Permit needs to help expedite Permit review.
- Ensure Pierce Transit responsiveness to construction-related code and procedural requirements.
- Provide constructive input into design considerations through the BRT Project development decisions.
- Provide sufficient resources to meet the specific needs of the BRT Project including design review, right-of-way plan revision and real estate acquisition support, inspection, and utility relocation activities (engineering thru construction) in timely manners.
- Ensure Pierce Transit addresses community concerns during BRT Project development and permitting.
- Ensure that the BRT Project coordinates with all other projects and community outreach efforts in and near the BRT Project area.

4.5 County Objectives. The County's objectives also include the following:

- Preserve the County's role in BRT Project development decisions.
- Fulfill its responsibility to enforce state and local regulations, building code, fire code, health and safety regulations, traffic management regulations, and other regulations as it relates to any work performed in unincorporated Pierce County and outside the SR 7 WSDOT highway right-of-way.
- Enhance overall transportation system efficiency and people-moving capacity.
- Foster alternative transportation modes to reduce dependence on single occupancy vehicles and decrease parking demand.
- Anticipate and respond to Pierce Transit's priorities and Permit needs to help expedite Permit review.
- Ensure Pierce Transit responsiveness to construction-related code and procedural requirements.
- Provide constructive input into design considerations through the BRT Project development decisions.
- Provide sufficient resources to meet the specific needs of the BRT Project including design review, inspection, and utility relocation activities (engineering thru construction) in timely manners.
- Address citizen concerns during BRT Project development and permitting.

- Ensure that the BRT Project coordinates with all other projects and citizen outreach efforts in and near the BRT Project area.
- Ensure the BRT Project follows and adheres to County policies and procedures in the development of the design for any work in the County right-of-way.
- Ensure costs to the County are minimized by Pierce Transit agreeing to reimburse the County for its efforts to participate with the BRT Project including the design, right-of-way acquisition, and any construction inspection of any work performed County owned right-of-way.
- Ensure the BRT Project has robust and effective public outreach led by Pierce Transit.
- Minimize traffic impacts to County roads during the construction of the project due to a well-coordinated and effective planning and construction scheduling and implementation of the construction activities.

5.0 Environmental Policy Compliance. Per the procedures of WAC197-11-924 Pierce Transit, as the initiator of the project, has elected to be the lead agency for compliance with the State Environmental Policy Act, RCW Chapter 43.21C (“SEPA”) as well as for documentation of compliance with the National Environmental Policy Act (“NEPA”). Pierce Transit represents that it will complete a substantive and procedural environmental review for the BRT Project in accordance with SEPA requirements with the publication of the documents, as ~~listed~~ detailed below.

5.1. Pierce Transit BRT SEPA Determination.

Both the City of Tacoma and the Washington State Department of Transportation (WSDOT) are “Agencies with Jurisdiction” as defined in WAC197-11-714 and therefore have a role in the SEPA Environmental Review. Both the City and WSDOT intend to rely upon and adopt the Pierce Transit BRT SEPA Determination as adequate for their own decision making purposes (see WAC197-11-600).

The City will be reviewing and issuing multiple permits for the project, which, as a whole, is not exempt from the requirements of SEPA. Therefore, the City’s permits are also subject to SEPA review. The City may adopt the Pierce Transit SEPA determination provided the SEPA review contains the following elements:

- A completed SEPA project checklist that clearly defines the full project scope, timing, phasing, and impacts to the natural and built environments;
- A thorough review of transportation impacts to include both motorized and non-motorized within the project area of effect (to be defined based upon a Traffic Impact Analysis) and measures to avoid or mitigate said impacts;
- A review of temporary construction impacts and measures to avoid or mitigate said impacts;

- A review of impacts to utility infrastructure, especially stormwater infrastructure (including tree canopy coverage) resulting from increased impervious surface and measures to avoid or mitigate said impacts;
- Potential for contaminated soils and best practices for handling and measures to avoid or mitigate said impacts; and
- Potential for cultural and archaeological impacts, including an Inadvertent Discovery Plan.

WSDOT will use and rely upon the existing environmental documents to satisfy its SEPA responsibilities, consistent with WAC 197-11-600 and 197-11-340 provided Pierce Transit agrees the SEPA completed for the BRT Project includes all the work proposed on SR 7 state owned highway right-of-way, including any County right-of-way that will be acquired by WSDOT, and if the design changes such that modifications are needed to SEPA, Pierce Transit will lead that effort to update the SEPA determination.

5.2 Pierce Transit BRT NEPA Documented Categorical Exclusion (DCE).

~~The estimated date of completion for the SEPA review is June 2021.~~ Pierce Transit is currently completing the project's NEPA Documented Categorical Exclusion in close coordination with the Federal Transit Administration, with an excepted Final DCE Worksheet and attachments due in November 2020 June 2021.

~~The environmental review enables the City's issuance of permits for the proposed BRT Project and addresses environmental mitigation. The City acknowledges that no additional mitigation of environmental impacts is required under SEPA. WSDOT will use and rely upon the existing environmental documents to satisfy its SEPA responsibilities, consistent with WAC 197-11-600 and 197-11-340 provided Pierce Transit agrees the SEPA completed for the BRT Project includes all the work proposed on SR 7 state owned highway right-of-way, including any County right-of-way that will be acquired by WSDOT, and if the design changes such that modifications are needed to SEPA, Pierce Transit will lead that effort to update the SEPA determination.~~

6. Agreements. In furtherance of the objectives of the Parties and the completion of the BRT Project, the Parties anticipate that one or more agreements will be necessary setting forth the Parties' roles, responsibilities and obligations relative to the BRT Project, which agreement(s) will govern the following scope:

6.1. City Services. Establishing the basis for the City providing Site Development Services to Pierce Transit.

- 6.2. Allocation of Costs. Establishing the basis for allocation of costs for the BRT Project and City Utility Relocation Work.
- 6.3 TPU Design Services for Utility Relocation. Establishing the basis for TPU providing design services for the relocation of TPU (Water and Power) Utility Relocation Work.
- 6.4. City Utility Relocation. Establishing the basis for commencement and completion of City Utility Relocation Work.
- 6.5. County Utility System(s) Relocation. Establishing the basis for commencement and completion of County Utility System(s) Relocation Work.
- 6.6. Private Utility Relocation. Establishing the basis for commencement and completion of Private Utility Relocation Work.

- 6.7. Right-of-Way Use. Establishing the basis for Pierce Transit use and occupancy of the Pacific Avenue BRT Corridor for construction, installation, maintenance, repair and operation of the BRT System.
- 6.8. Dedication of Improvements. Establishing the basis for dedication and acceptance of civil infrastructure improvements with the Pacific Avenue BRT Corridor that, upon completion of construction, will not remain the property of Pierce Transit.
- 6.9. WSDOT Design Review. Establishing the basis for WSDOT design review and approval.
- 6.10. County Design Review. Establishing the basis for County design review and approval.
- 6.11 WSDOT Right-of-Way Acquisition and/or Relocation Processing. Establishing the basis for any right-of-way acquisition and/or relocation assistance needed along the SR 7 corridor following the Uniform Relocation Act (URA).
- 6.12 WSDOT Construction Agreement. Establishing the parameters to allow Pierce Transit to construct the BRT project.
- 6.13. Operations and Maintenance. Multi-agency agreement establishing the basis for Pierce Transit day-to-day operations and maintenance within the Pacific Avenue BRT Corridor.
- 6.14. Environmental Standards Compliance. Establishing the basis for allocation of responsibility for the compliance with Environment Standards.
- 6.15 City Construction Agreement. Establishing the basis for construction oversight and inspection services for the BRT Project.
- 6.16 TPU Construction Agreement. Establishing the basis for construction oversight and inspection services for the BRT Project.
- 6.17 WSDOT Construction Agreement. Establishing the basis for construction oversight and inspection services for the BRT Project.
- 6.16 TPU Construction Agreement. Establishing the basis for construction oversight and inspection services for the BRT Project.
- 6.17 Other Agreements. Agreements for any other issues that may arise requiring memorialization of the rights and obligations of the parties.

7. Funding and Cost Allocation.

- 7.1 The total cost for the BRT Project is estimated to be \$170 million. Sound Transit has allocated \$60 million to the BRT Project using funds from Sound

Transit 3, a ballot measure approved in 2016. Another \$30 million of state, federal, and local funds have been allocated, and Pierce Transit anticipates that another \$75 million will be allocated from federal grants.

7.2 All BRT Project costs will be funded by Pierce Transit, including but not limited to, all right-of-way acquisition costs, utility relocation costs, Party design review costs, and Party construction oversight costs.

7.3 Ongoing operation and maintenance costs for the BRT system and highway shall be set forth in an operations and maintenance agreement with both the City and WSDOT. Whether that is one agreement or separate City and WSDOT agreements will be determined later.

8. Mutual Cooperation and Coordination. The Parties acknowledge and agree that services provided by the City, County and WSDOT are dependent upon and interrelated to the mutual cooperation of the Parties, and their consultants/contractors where applicable; the timely and prompt submittal and review of complete and accurate information, records, documents, and schedules; and the timely and prompt response to requests for information and consultation. In furtherance thereof, the Parties agree as follows:

8.1 The Parties will work cooperatively through an organizational/decision making structure consisting of (1) a Policy Committee, (2) a Steering Committee, and (3) a Technical Advisory Committee. The Designated Representatives identified in Section 9 below have been designated to be their initial agency contact for Project coordination and communication, including scheduling, obtaining information, responding to requests, and dispute resolution.

8.2 The Policy Committee is composed of the City Manager, the County Executive, CEO of Pierce Transit and WSDOT Olympic Region Administrator. The Policy Committee will meet when necessary to determine issues of general policy.

8.3 The Steering Committee is composed of the City Department Directors for Public Works, Environmental Services, Community & Economic Development, and Planning and Development Services and the City's Government Relations Officer, the County Planning and Public Works Director and Transportation Improvement Manager, the WSDOT Olympic Region Planning and Program Manager and HQ Public Transportation Division Capital Projects & Development Engineer, and for Pierce Transit the BRT Project Manager and the Planning Manager. The Steering Committee will meet when necessary to provide direction to the Technical Committee on matters such as design and construction issues and community involvement plans.

8.4 The Technical Committee is composed of assigned staff from each Party. The Technical Committee will meet when necessary to coordinate staff-level work on the BRT Project.

8.5 BRT Project Schedule; Updates. To assist the City, County and WSDOT with resource planning, Pierce Transit will provide the Parties with a BRT Project schedule that includes the BRT Project design review phase submittal dates and will provide monthly (or more frequent if available) schedule updates. Once the construction project is awarded a construction schedule shall be submitted to the City, County, and WSDOT weekly showing a three-week look ahead.

9. Designated Representatives. The Parties agree to assign the following designated representatives of the Parties

9.1 Designated Representatives Assigned.

Pierce Transit's Designated Representative is identified as:

Sean Robertson, Sr. Construction Project Manager
Pierce Transit
3701 96th St SW
Lakewood, WA 98499
Email: srobertson@piercetransit.org
Phone: (253) 983-3359

The City of Tacoma's Designated Representative is identified as:

Stephanie E. Brock, P.E.
Major Projects Group
747 Market Street, Rm 620
Tacoma, WA 98402
sbrock@cityoftacoma.org
253-314-4914

Washington State Department of Transportation's Designated Representative is identified as:

Joseph J. Perez
Olympic Region Planning and Program Manager
5720 Capitol Boulevard SE
Olympia, WA 98504
perezj@wsdot.wa.gov
[\(360\)357-2607](tel:(360)357-2607)

Pierce County's Designated Representative is identified as:

Kerry Obermire, Transportation Improvement Section
Planning & Public Works – Office of the County Engineer
2702 South 42nd Street, Suite 109
Tacoma, WA 98409-7315

kerry.obermire@piercecountywa.gov
(253) 798-2286

9.2 Each Designated Representative shall be responsible for BRT Project coordination, design coordination, scheduling and communication in support of the implementation of the obligations imposed by this Memorandum of Understanding and any other agreement of the parties related to the BRT Project. The Designated Representatives shall meet and confer in good faith, exchange information and maintain open communication to facilitate the coordinated development of the BRT Project. The Designated Representatives may receive notice at the above stated addresses. Each Party may unilaterally change their notification address in this section by written notice to the other Party. Either Party may change the Designated Represented only with 30 calendar day advanced written notice to the other Party.

9.3 The City, County, and WSDOT will assign supporting design review and construction inspection staff. The City and County Designated Representative will provide central coordination of all Design Submittal reviews and comments from all involved departments and utilities. The Designated Representative will facilitate resolution of any inconsistencies among review comments from the City and County departments and utilities and will provide Pierce Transit with consolidated review, comments, and decisions consistent with the timelines agreed to by the Parties. In addition to these tasks, the Designated Representative will participate in regularly scheduled project-level coordination meetings, and be responsible for identifying and disclosing to Pierce Transit as soon as practicable upon becoming aware of any other projects or proposals (e.g. utility projects, transportation projects, private development projects) that have the potential to conflict or interfere with the expeditious design and construction of the BRT Project; provided that, such obligation shall not give rise to or form the basis for liability of the City, County or WSDOT, or their officials, employees, or agents, any claims, damages, costs, or attorneys fees arising out of or related to any such conflict or interference with the design or construction of the BRT Project.

9.4 The Pierce Transit Designated Representative will provide central coordination for BRT Project Design Submittals and BRT Project coordination. In addition to these tasks, the Pierce Transit Designated Representative will participate in regularly scheduled project-level coordination meetings. The Pierce Transit Designated Representative will ensure that all review comments are addressed and that responses to comments are coordinated between all Pierce Transit departments and the consultant team. The Pierce Transit Designated Representative will also be responsible for ensuring that the City, County and WSDOT are informed as soon as practicable of any changes required to the budget, scope or schedule of the BRT Project that may impact the Parties.

10. Design Standards for Public Facilities/City and County Utility Systems.

Whenever Pierce Transit designs, constructs, installs, modifies, repairs, relocates or reconstructs Improvements, infrastructure, City Utility Systems or County Utility Systems within the public rights-of-way or easements, when such Improvements, infrastructure or Utility Systems are publicly owned or will be dedicated to public ownership (the "Public Improvements"), such Public Improvements shall conform to the applicable design standards for the jurisdiction and the Utility System owner when applicable in which the Public Improvements are located.

11. Execution.

The Parties have executed this MOU as of the day and year first above written; provided that, in the event no date is stated above, the MOU shall be effective upon the last date set forth below.

PIERCE TRANSIT

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION



Sue Dreier, Chief Executive Officer
Date: _____

John Wynands, P.E., Regional Administrator
Date: 05/06/2021

CITY OF TACOMA

PIERCE COUNTY



Elizabeth Pauli, City Manager
Date: 05/08/2021

Bruce Dammeier, Pierce County Executive
Date: _____



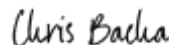
Kurtis D. Kingsolver, P.E., Director of Public Works
Date: 05/09/2021

Jen Tetatzin, PE, PMP, Director of Planning and Public Works
Date: _____

Gary Robinson, Director of Finance
Date: _____

TACOMA PUBLIC UTILITIES

Approved as to form:



Jackie Flowers, Director of Utilities
Date: 05/10/2021

Chris Bacha, City Attorney
Date: 05/10/2021



Chris Robinson, Power
Superintendent

Date: 05/10/2021



Scott Dewhirst, Water Superintendent

Date: 05/10/2021

Attachments:

Exhibit A – General Depiction of BRT Project

**Exhibit B - Pierce Transit SR 7 BRT Project WSDOT Design Documentation
Approval Requirements**

Exhibit C – City of Tacoma Design Standards/Checklists

Exhibit D – Technical Advisory Committee Members

Exhibit E - BUS RAPID TRANSIT PROJECT – Real Property Acquisitions

Exhibit A



Exhibit B

DRAFT Pierce Transit SR 7 BRT Project
WSDOT Design Documentation Approval Requirements

Purpose of this document

The Pierce Transit sponsored SR7 Bus Rapid Transit (BRT) project will make significant changes to SR7, creating the need for thorough documentation that follows the Design Manual guidance. The approach taken here is modeled after the approach taken by WSDOT with Sound Transit projects doing significant work within WSDOT right-of-way. The purpose of this guidance is to provide a framework for the process that leads to Design Approval and Project Development Approval, resulting in the project's Design Documentation Package (DDP).

The DDP checklist referenced in the Design Manual has been adapted for this particular project (see Figure 1). In general, "engineering related" items listed on the DDP checklist will be required to be a part of the DDP. Project management related items on the DDP may be requested to be included as "informational only" items, meaning that they will not affect approval.

For this project, when we refer to the DDP it will be synonymous with the list of items required for Design Approval along with those items required for PDA.

Design Approval (DA)

See Figure 1 for a list of items required for Design Approval.

Utilizing Design Approval as a relatively early milestone can provide a risk-mitigation measure for both the project team and WSDOT. It can be used to insure that Pierce Transit and WSDOT have early mutual understanding and agreement on critical, fundamental components. The Design Approval package includes a Basis of Design. More information on the Basis of Design (BOD) may be found at:

<https://www.wsdot.wa.gov/Design/Support.htm>

Note that Design parameter sheets are critical to documenting fundamental decisions such as choosing lane and shoulder widths using the mode/function/performance approach.

Pierce Transit is required to obtain Design Approval (DA) prior to submitting 60% design plans. Upon approval, this DA is effective for three years and locks in the design policy, after which it must be updated with new approvals. The DA may be approved prior to NEPA. The DA will be signed by the initiating Engineer of Record (either consultant or Pierce Transit) and the WSDOT Project Development Engineer.

Project Development Approval (PDA)

See Figure 1 for a list of items required for Project Development Approval. The Project Development Approval package will be signed by the initiating Engineer of Record (either consultant or Pierce Transit) and the WSDOT Project Development Engineer. The PDA approval is good for three years.

Design Documentation Package (DDP) (active during entire design effort but finished prior to Advertisement for bids)

The Design Documentation Package documents and explains the design decisions and process that was followed. The DDP is retained for 75 years by WSDOT. The DDP will be updated to reflect the latest project information.

WSDOT will work with Pierce Transit to make sure the DDP package is complete and archived.

Miscellaneous Documentation Considerations

Value Engineering (VE): VE is specifically called for in the Design Manual, but since costs are under the control and responsibility of Pierce Transit, it will be up to Pierce Transit to determine if and/or when a VE study is needed. WSDOT oversight following the Design Manual process will be needed for the VE elements that are highway-specific.

Cost Estimation Validation Process (CEVP): CEVP is specifically called for in the Design Manual, but since costs are under the control and responsibility of Pierce Transit, it will be up to Pierce Transit to determine if and/or when a CEVP study is needed.

Design & Construction Schedule for Approval: The project design and construction schedule will be initiated, updated, and managed by Pierce Transit, and so no approval by WSDOT will be needed. Coordination of schedules and milestone dates with other WSDOT projects will be required.

Construction Permits from external agencies: Pierce Transit will obtain all the permits required for construction from external agencies, so this item will not be considered as part of the WSDOT design process.

Other WSDOT documents may include, but not be limited to, Air Space Lease (ASL), Temporary Construction Easements (TCE), General Permits for miscellaneous needs, Utility Permit and/or Franchise amendments, Operations & Maintenance (O&M) agreements, Construction Agreement, and Access Connection Permits (ACP's).

Figure 1 Required DDP Elements

Description	DM Ref.	Include in this project?
DESIGN APPROVAL DOCUMENTS		
Stamped Cover Sheet *	300.04(1)	YES
Design Approval Memorandum Describing the Project	300.04(1)	YES
Project Vicinity Map	PPM 400.06(4)	YES
Project Summary Documents Project Definition, Project Change Requests, Environmental Review Summary	300.06(1)	NO
Basis of Design (BOD) *	300.06(2), 1100.10(1)	YES
Alternatives Comparison Table	1104.03	YES
Design Parameter Sheets	1100.10(4)	YES
Safety Analysis or Crash Analysis Report *	321.04 321.05	YES, may be included in other analysis/reports
Design Analysis *	300.06(4), 1106.07	YES
List of Past Design Analyses (deviations) (Contact your ASDE for list)	300.04(1)	NO
List of Past Maximum Extent Feasible (MEF) (Contact your ASDE for list)	1510.5(2)	NO – not applicable for this corridor
Interchange and/or Intersection Plans See region Channelization Plan Checklist	1360.07, 1310.07(2),	YES
Alignment Plans and Profiles If significantly modified	300.04(1), 1210.06, 1220.06	YES
Basis of Estimate (BOE) with Cost Estimate Compare to budget	300.06(3)	Informational Only
PROJECT DEVELOPMENT APPROVAL DOCUMENTS		
Stamped Cover Sheet*	300.04(2)	YES
Project Development Approval Memorandum Describing the Project	300.04(2)	YES

Description	DM Ref.	Include in this project?
Project Vicinity Map	PPM 400.06(4)	YES
Any Design Approval items listed above that have been revised or added	300.04(1)	YES
NEPA Approvals	300.02(1), 300.06(1)(b)	YES
SEPA Approvals	300.02(1), 300.06(1)(b)	YES

PROJECT DEVELOPMENT APPROVAL DOCUMENTS (con't)		
Description	DM Ref.	Comments
Maximum Extent Feasible (MEF) *	1510.05(1)	YES
Intersection Control Evaluation (ICE)*	321.05(2), 1300.05(1)	YES
Signals Permit	1330.02(1)	NO – Traffic office retains
Median Crossover Approval	1370.04	NO – not applicable
Traffic Analysis	320	YES
Fencing	560	NO
Additional Illumination	1040.05	NO
ITS Systems Engineering Documentation	1050.05	NO
Roadside Clear Zone inventory	1600.02	YES
Barrier Length of Need Calculations	1610.03(5)	YES
Public Art Plan	950.05(1)	NO
Bridge Vertical Clearance	720.03(5)(c)(1) Exhibit 720-3	YES – if applicable
Geological Reports	610.04	YES
Materials/Surface Reports	610, 620	YES
Hydraulics Report *	800 & HM	YES
Railroad Crossing Evaluation Team Findings	1330.045(7)(b)	NO (assume no railroad crossings in project)

	1350.04	
Railroad Grade Crossing Petitions and WUTC Orders	1350.10	NO (assume no railroad crossings in project)
MUTCD Request for Experimentation	1330.07	YES
Pedestrian Facilities	1510	Document compliance w/ ch.1510 elements
Value Engineering Recommendation Approval Form	310.03(1)	Informational Only
Justifications/Design Decisions (Subjects range throughout the DM)	Multi	YES

For items with an asterisk (*), include the original, approved document

Figure 1 utilized the DDP checklist from:

<https://www.wsdot.wa.gov/Design/Support.htm>

Abbreviations:

- Multi = Subjects range throughout the Design Manual
- DM = Design Manual
- EM = Environmental Manual
- HM = Hydraulics Manual
- PPM = Plans Preparation Manual

Design Manual Excerpts

300.01 General Excerpt

For local agency and developer projects on state highways, design documentation is also needed. It is retained by the region office responsible for the project oversight, in accordance with the WSDOT records retention policy. All participants in the design process are to provide the appropriate documentation for their decisions. See 300-04(3) for information about the approval process and authority. For more information about these types of projects, see the [Local Agency Guidelines](#) and [Development Services Manual](#) available at the Publications Services Index website:

🔗 www.wsdot.wa.gov/Publications/Manuals/index.htm

300.03(3) PROJECT FILE AND DESIGN DOCUMENTATION PACKAGE EXCERPT

The **Design Documentation Package (DDP)** is a part of the Project File and preserves the decision documents generated during the design process. In each package, a summary (list) of the documents included is recommended. The DDP documents and explains design decisions, design criteria, and the design process that was followed. The DDP is retained in a permanent retrievable file for a period of 75 years, in accordance with WSDOT records retention policy.

The Basis of Design, Design Parameters, Alternatives Comparison Table, and Design Analyses are tools developed to document WSDOT practical design and decisions. Retain these in the DDP.

Refer to the remainder of this chapter and DDP checklist for documents to be preserved in the DDP. See Design Documentation Package Checklist here:

🔗 www.wsdot.wa.gov/Design/Support.htm

300.04(3) Local Agency and Developer Services Approvals

Local agencies or developers proposing projects for construction on state highways, or within WSDOT jurisdiction on city streets that serve as part of state highways per RCW 47.24, are required to document design decisions using the WSDOT design documentation policy (see 300.03) and as follows. The local agency or developer is required to document all decisions that change one or more design elements (see 1105.02) using the Basis of Design. Documentation is submitted to WSDOT for review and approval according to Exhibit 300-5. Where FHWA approval is indicated, WSDOT will forward submitted information to FHWA for their approval and transmit FHWA's approval, comments, and/or questions back to the submitter.

In cases where design decisions are imposed on the local agency or developer by WSDOT or FHWA, in order to secure their approval, those specific decisions are to be documented by WSDOT. Note that the requirement to submit a Basis of Design for approval may be waived by the approving authority designated in Exhibit 300-5, based on the criterion in 1100.10(1)(a). When a Region is the approval authority for the BOD and is considering an exemption, the Region approving authority can assume the role of the Assistant State Design Engineer to determine if an exemption is appropriate. For more information about the Basis of Design, see Chapters 1100 through 1106.

EXHIBIT C

CITY OF TACOMA DESIGN STANDARDS/CHECKLISTS

City of Tacoma Right-of-Way Design Manual:

https://www.cityoftacoma.org/government/city_departments/public_works/engineering/city_of_tacoma_right_of_way_design_manual

City of Tacoma Planning and Development Services Work Order Submittal Checklist:

<http://tacomapermits.org/wp-content/uploads/2015/06/Work-Order-Document-Checklist.docx>

EXHIBIT D

Pacific Ave/SR7 Corridor BRT Technical Advisory Committee Members

Name	Project Role (TL: Task Lead/Key Project Staff)	Representing	Email Address	Phone Number
Sean Robertson	PMO Senior Project Manager (TL)	Pierce Transit	srobertson@piercetransit.org	253-983-3359
Tina Lee	Planning Manager (TL)	Pierce Transit	tlee@piercetransit.org	253-589-6887
Janine Robinson	Senior Planner - Property Acquisition	Pierce Transit	jrobinson@piercetransit.org	253-984-8156
Kim McGilvery	BRT Project Public Involvement & Outreach Coordinator	Pierce Transit	kmcgilvery@piercetransit.org	253-581-8098
Lindsey Sehmel	Principal Planner - Scheduling	Pierce Transit	lsehmel@piercetransit.org	253-581-8079
Alexandra Mather	Government & Community Relations Officer	Pierce Transit	amather@piercetransit.org	253-983-3358
Rebecca Japhet	Communications Manager	Pierce Transit	rjaphet@piercetransit.org	253-984-8213
Ryan Wheaton	Executive Director - Planning & Community Development	Pierce Transit	rwheaton@piercetransit.org	253-983-3304
Cody Bakken	CTAG Representative	Pierce Transit	cbakken@piercetransit.org	503-309-8257
Eric Chipps	Senior Planner	Sound Transit	eric.chipps@soundstransit.org	206-398-5020
(Vacant)	(Alternate)	Sound Transit		
Shawn Phelps	Senior Transportation Planner	Pierce County	sphelps@co.pierce.wa.us	253-798-3552
Brian Churchill	Associate Traffic Engineer	Pierce County	brian.churchill@piercecountywa.gov	253-798-2259
Sarah Gutschow	Senior Planner	Puget Sound Regional Council MPO	sgutschow@psrc.org	206-587-4822
Jean Kim	Associate Planner (Alternate)	Puget Sound Regional Council MPO	jkim@psrc.org	206-971-3052
Allan Belton	President	Pacific Lutheran University	allan.belton@plu.edu	253-535-7101
James Sinding	Auxiliary Services Manager (Finance Office)	University of Washington - Tacoma	james7@uw.edu	253-692-5926
Patricia Beard	Project Manager - Economic Development Services Division	City of Tacoma	pbeard@ci.tacoma.wa.us	253-591-5039
Kristin Ely	Program Development Specialist (Alternate)	City of Tacoma	kely@ci.tacoma.wa.us	253-591-5053
Elliott Barnett	Urban Planner	City of Tacoma	elliott.barnett@ci.tacoma.wa.us	253-591-5389
Stephanie Brock	Senior Principal Engineer / Large Projects Lead (TL)	City of Tacoma	sbrock@ci.tacoma.wa.us	253-573-2315
Dana Brown	Assistant Division Manager - Public Works Engineering	City of Tacoma	dbrown2@ci.tacoma.wa.us	253-591-5718
Mazedur Hossain	Senior Transportation Engineer	City of Tacoma	mhossain@ci.tacoma.wa.us	253-591-5523
Liz Kaster	Senior Planner & Active Transportation Coordinator	City of Tacoma	lkaster@ci.tacoma.wa.us	253-591-5380
Dan Hansen	Traffic Engineer/Permit Review	City of Tacoma	DHansen1@ci.tacoma.wa.us	253-591-5529
Joshua Diekman	Traffic Assistant Manager	City of Tacoma	jdiekman@ci.tacoma.wa.us	
Kris Norberg	Signals/Traffic Design	City of Tacoma	knorberg@ci.tacoma.wa.gov	253-591-5404
Larry Criswell	Private Development Staff	City of Tacoma	LCriswell@cityoftacoma.org	
Teague Pasco	Senior Real Estate Specialist	City of Tacoma	tpasco@cityoftacoma.org	253-591-5570
Jeff Petterson	Capital Projects Engineer - Public Transportation Division	WSDOT	petterj@wsdot.wa.gov	360-705-7917
Dale Severson	Development Services Engineer	WSDOT	sevrad@wsdot.wa.gov	360-357-2796
Manuel Abarca	Traffic Design Engineer - Olympic Region	WSDOT	Abarcam@wsdot.wa.gov	360-764-9231
Joe Perez	Program Management & Planning - Olympic Region	WSDOT	perezj@wsdot.wa.gov	360-357-2607
Lois Gilchrist	Real Property	WSDOT	LGILCHR@wsdot.wa.gov	360-704-5259
Derek Oh	Regional Engineer - FTA Project Coordination	FTA	derek.oh@dot.gov	206-220-4319
John Witzner	Community Planner - FTA Project Coordination (Alternate)	FTA	john.witzner@dot.gov	206-220-7964
Joe Rempke	TPWR T&D Line Eng	Tacoma Public Utilities	jrempe@cityoftacoma.org	
Dave Rosholm	TPU Account Executive	Tacoma Public Utilities	drosholm@cityoftacoma.org	(253) 341-0953
Christopher Hemmer	Design & Cost Estimate Lead (TL)	WSP	chris.hemmer@wsp.com	503-417-8953
Cara Belcher	Project Lead	WSP	cara.belcher@wsp.com	503-516-0365
Chelsea Morrison	North Lead	WSP	chelsea.morrison@wsp.com	206-267-6858
Vingle Jiang	South Lead	WSP	Vingle.jiang@wsp.com	206-254-7965

EXHIBIT E**BUS RAPID TRANSIT PROJECT
Real Property Acquisitions**

This Exhibit sets forth the general terms under which the City and Pierce Transit will handle transactions involving real property acquisitions, segregations, and conveyances related to the proposed BRT Project.

Background

The BRT Project may require acquisition of additional rights of way and easements from private property owners adjacent the Project alignment. In those cases, Pierce Transit has agreed to acquire the necessary property and/or property rights for the Project and has retained a third party acquisition consultant to assist Pierce Transit in negotiating with property owners. Pierce Transit will negotiate with owners, pay compensation, conduct relocation, and acquire the necessary parcels for the Project as needed.

After completion of the BRT Project, all acquired parcels to be incorporated into City right of way will be conveyed to the City by Pierce Transit in fee, as the City requires that any new right of way located within the City's jurisdictional boundaries be conveyed to the City for roadway purposes in fee.

Pierce Transit will work with their consultant to acquire real estate needed for the BRT Project, including but not limited to, obtaining title reports, engineering designs, surveys, appraisals, legal exhibits, permitting, parcel acquisitions/relocations, clearing encroachments, clearing title encumbrances and construction.

The City desires to work with Pierce Transit in cooperation and partnership and assist in implementing Pierce Transit's proposed plan for BRT-related realignment and improvement of Pacific Avenue and adjacent right of way and agrees to maintain the same upon BRT Project completion.

Pierce Transit and the City agree on the following terms for potential parcel acquisition for the Project, including conveyance of any surplus property interests to Pierce Transit:

1. Pierce Transit will submit a final and complete Right of Way Plan showing all acquisitions and relocations required for the BRT Project for City review, prior to acquisition. The City will review the Right of Way Plan and verify that the real property rights to be acquired, and subsequently transferred to the City, are necessary for the maintenance and operation of the road right of way prism, including the BRT infrastructure. Upon completion of the BRT Project, Pierce Transit will provide the City with record drawings, showing

the exact dimensions, geometry and location of all elements of the constructed improvements and land rights acquired.

2. Pierce Transit and/or its acquisition consultant will negotiate with owners, pay compensation, clear title, and acquire the rights of way, easements, or full parcels necessary for the BRT Project as shown on the Right of Way Plan, if any.
3. The acquisition of property rights necessary for the BRT Project will be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 *et seq.*) (Uniform Act), the Washington State Department of Transportation Right of Way Manual, and Local Agency Guidelines, as applicable.
4. Some or all real property rights acquired by Pierce Transit for the BRT Project will be transferred to the City to be owned, maintained and operated as right of way and/or easements for public works infrastructure and utilities. All right of way property will be conveyed to the City by Pierce Transit in fee, under acceptable title as determined by and in the sole discretion of the City, on forms that have been reviewed and approved by the City. Any other property rights that may be necessary for the Project (e.g., easements) will be conveyed to the City under acceptable title as determined by and in the sole discretion of the City on forms that have been reviewed and approved by the City.
5. The City will accept BRT Project parcels under a “pseudo” surplus status and simultaneously identify portions of the land necessary for the maintenance of the road right of way prism. The City will retain only those parcels needed for operation and maintenance of realigned City rights of way including the BRT infrastructure. This property will include right of way, easements or full parcels as shown on the Right of Way Plan, which will have been previously approved by the City, per Paragraph #1, above. Pierce Transit and the City acknowledge that additional right of way may be identified for acquisition during the course of negotiations. Such instances will be dealt with on a case by case basis, and both Pierce Transit and the City commit to work together to address these instances in a timely manner.
6. The City, in accepting fee title to parcels in a “pseudo” surplus status, intends to limit its ownership to those areas determined to be necessary, by and in the sole discretion of the City, for the maintenance and operation of the roadway prism including utility facilities and BRT infrastructure. Any accepted real property outside the roadway prism that is surplus to the Project will not be subject to a formal City street vacation process unless otherwise identified as City right of way.
7. The City will convey any real property surplus to the Project to Pierce Transit by Quit Claim Deed. Conveyance of surplus property will include, and be

subject to, such easements as are necessary for the continued operation and maintenance of the right of way including City roadway, utility and BRT infrastructure.

Primary Staff Contact Information

Contact Information for Pierce Transit

Name: Janine Robinson

Title: Senior Planner

Address: 3701 96th St. SW, Lakewood, WA 98499

Telephone: (253) 984-8156

E-mail: jarobinson@piercetransit.org

Contact Information for City

Name: Susie Rogers

Title: Sr. Real Estate Officer

Department: Public Works

Division: Facilities Management

Section: Real Property Services

Address: 747 Market ST, STE 737, Tacoma, WA 98402

Telephone: (253) 591-5566

E-mail: srogers@cityoftacoma.org

MEMORANDUM OF UNDERSTANDING

BETWEEN

PIERCE TRANSIT, THE CITY OF TACOMA, PIERCE COUNTY

AND

THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

FOR THE

PACIFIC AVENUE BUS RAPID TRANSIT CORRIDOR PROJECT

THIS Memorandum of Understanding (“**MOU**”) is made and entered into this ____ day of _____, 2021, between the Pierce County Public Transportation Benefit Area (hereinafter “**Pierce Transit**”), a municipal corporation, formed under authority of Chapter 36.57A Revised Code of Washington, the City of Tacoma (hereinafter “**City**”), a municipal corporation operating under the laws of the state of Washington, Pierce County (hereinafter “**County**”), a municipal corporation operating under the laws of the state of Washington, and the Washington State Department of Transportation, (hereinafter “**WSDOT**”), hereafter referred to collectively as the “**Parties**” or individually as a “**Party**.” This MOU concerns the Pacific Avenue Bus Rapid Transit Corridor Project (hereinafter (“**BRT Project**”) as more specifically described herein.

BACKGROUND

- A. The Pacific Avenue corridor is currently served by Pierce Transit’s Route 1, which runs between downtown Tacoma and the community of Spanaway via Pacific Avenue and has an estimated daily ridership of more than 3,500 passengers.
- B. In 2017, Pierce Transit launched a feasibility study for construction and implementation of a Bus Rapid Transit (“BRT”) system along Pierce Transit’s current Route 1 which would encompass approximately 14.4 linear miles of which approximately 10.8 miles are within the limits of the Washington State Highway 7 (SR 7) between the community of Spanaway to downtown Tacoma, as generally depicted in Exhibit A. Of that 10.8 miles of the BRT Project that is along SR 7 approximately 3.8 miles are within the incorporated city limits of Tacoma and therefore under the jurisdiction of both the City and WSDOT as specified by RCW 47.24.020. Of the remaining approximately 7 miles of SR 7 outside of the incorporated city limits of Tacoma it is under the jurisdiction of WSDOT with any portion of the BRT Project that is outside of the SR 7 right-of-way under the jurisdiction of the County.
- C. The proposed BRT Project is intended to encourage transit ridership and expected to increase opportunities for mixed-use development and greater density along the corridor, improve job/workforce balance, improve the safe and efficient flow of

traffic on the roadway and enhance safe access to and from the roadway, and encourage more active lifestyles through enhancements to infrastructure that supports first-last mile connections.

- D. Representatives of Pierce Transit, the City, the County, Sound Transit, WSDOT, and the Puget Sound Regional Council have formed a Technical Advisory Committee (“TAC”) to assist with BRT System planning and technical analysis of the BRT Project. The list of TAC members is provided in Appendix D.
- E. Pierce Transit has engaged the community with a comprehensive outreach approach, including 12 open houses, online open houses, mailers, social media, a dedicated project website, a station location mapping tool, and grassroots outreach to neighborhood groups and businesses along the corridor.
- F. Pierce Transit has pledged to work with the Parties and the community to provide acceptable mitigation through the environmental review and design process.
- G. The Parties acknowledge and understand that Sound Transit and the City are currently evaluating potential options for the new Central Link Light Rail Station that will be located in the Tacoma Dome District, and that Pierce Transit has committed to partnering with the City on a comprehensive subarea/corridor plan along Pacific Avenue that will evaluate land use, urban design, streetscape, accessibility, connectivity, environmental, and capital needs along this corridor.
- H. The City, pursuant to Resolution No. 40269, has expressed its general support for the BRT Project, including the Pacific Avenue and East 26th Street alignment, with the understanding that Pierce Transit will include additional analysis early in the next phases to ensure the BRT Project appropriately balances the shared goals of Pierce Transit, the City, and the community to improve transit access and service while promoting livability, walkability, and transit-oriented compact development along this urban corridor.
- I. Pierce Transit plans to update Transit Signal Priority Equipment in support of the BRT Project as required by the Federal Transit Administration (the “FTA”) under the federal definition of a Small Starts BRT.
- J. Pierce Transit has selected the locally preferred alternative for the project and is in the process of completing preliminary engineering and the federal and state required environmental review for the BRT Project.
- K. Pierce Transit, WSDOT, Pierce County and the City recognize that it will require cooperative, joint efforts between the Parties to complete the design, right-of-way acquisition, and construction of the BRT Project. Additionally, the Parties recognize that following completion of the BRT Project, the ongoing operation and maintenance responsibilities of the roadway facility will need to be clearly identified and documented by written agreements. The Parties further recognize that BRT Project agreements among the Parties will be instrumental in successfully completing the BRT Project. To help accomplish this the Parties recognize that it is

in the Parties' best interests to enter into this MOU to clearly state the Parties' expectations about the roles, responsibilities and obligations of the Parties with respect to the BRT Project and to identify the future agreements necessary to complete the BRT Project as well as the ongoing operation and maintenance responsibilities of the roadway facility upon completion of the BRT Project.

NOW, THEREFORE, the Parties desire to set forth below their mutual understanding and intent with respect to the BRT Project:

1. Intent. Pierce Transit, WSDOT, Pierce County, and the City recognize that it will require cooperative, joint efforts between the Parties to successfully complete the BRT Project, including, but not limited to, complete the design, property right-of-way acquisition, and construction, funding, planning, environmental review, environmental compliance, site development, permitting, utility relocation, construction management and administration of the BRT Project. Likewise, the Parties recognize the ongoing operation and maintenance responsibilities of the roadway facility upon completion of the BRT Project will require cooperative and joint efforts between the Parties. The intent of this MOU is to establish the expectations and responsibilities of the Parties for the BRT Project and the ongoing operation and maintenance following completion of the BRT Project.

The Parties understand and acknowledge that this MOU merely constitutes a statement of their mutual intentions and a recital of their discussions in connection with the transactions contemplated by this MOU and therefore does not constitute a binding agreement upon any Party. This MOU shall not create or otherwise give rise to, and there shall not exist, any binding legal obligation on either party to consummate the transactions contemplated hereby.

2. Definitions. For purposes of this MOU the terms, phrases, words (collectively the "Words") and their derivations as used herein shall have the meanings given herein. Words not defined herein shall be given their common and ordinary meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

"BRT Project" shall mean and refer to all work related to the design, right-of-way acquisition and construction of the Improvements between Spanaway to downtown Tacoma for the Pacific Avenue Bus Rapid Transit/SR 7 Corridor Project as approved by the Pierce Transit Board as the Local Preferred Alternative (LPA) on July 9, 2018 and April 8, 2019, respectively, and the Tacoma City Council through a resolution expressing general support and preference for the Hybrid Alternative Design for Pierce Transit's first Bus Rapid Transit line on April 2, 2019. The BRT Project also refers to all City Utility Relocation Work, WSDOT and Pierce County Utility Relocation Work, and Environmental Standards compliance. The installation of Transit Signal Priority Equipment, which supports the BRT project, is an independent project.

“City Utility Relocation Work” shall mean and refer to all labor, equipment and material necessary to commence and complete the permanent or temporary removal, relocation, adjustment, modification, or protection in place (collectively referred to as “Relocation”) of City Utility Systems to accommodate the BRT Project. Such work shall mean and include, but is not limited to, design development, design review, coordination of design review, permitting, contractor selection, construction, construction management and administration, coordination of utility system service outages and bypasses, and coordination of disconnections and reconnections, together with any Site Development Services, Construction Services, Inspection Services and Permitting Services directly related to relocation of City Utility Systems to accommodate the BRT Project.

“City Utility System(s)” shall mean and refer collectively or individually to any of the Tacoma Public Utilities and Environmental Services Utility Systems, public works street light and traffic signal systems and City communications systems.

“Construction Services” shall mean and refer to the use of City or County staff to install infrastructure for any City or County Utility Systems.

“County Utility Relocation Work” shall mean and refer to all labor, equipment and material necessary to commence and complete the permanent or temporary removal, relocation, adjustment, modification, or protection in place (collectively referred to as “Relocation”) of County Utility Systems to accommodate the BRT Project. Such work shall mean and include, but is not limited to, design development, design review, coordination of design review, permitting, contractor selection, construction, construction management and administration, coordination of utility system service outages and bypasses, and coordination of disconnections and reconnections, together with any Site Development Services, Construction Services, Inspection Services and Permitting Services directly related to relocation of County Utility Systems to accommodate the BRT Project.

“County Utility System(s)” shall, for purposes of this Memorandum of Understanding, mean and refer to the sanitary and storm water utility systems owned and operated by the County, and the pedestrian lighting system owned by the County and maintained by WSDOT.

“Design Document(s)” shall mean the Project narratives, schedules, basis of design, plans, and specifications for the construction of the BRT Project illustrating and describing the refinement of the design of the facilities to be constructed, establishing the scope, relationship, forms, size and appearance of the facilities by means of plans, sections and elevations, typical construction details, location, alignment, materials, and equipment layouts. The Design Documents shall include specifications that identify utilities, major material and systems, Public Right-of-Way improvements, restoration and repair, and establish in general their quality levels. Refer to Exhibits B (WSDOT Design

Documentation Approval Requirements) & C (City Design Documents) for required documentation.

“Design Review Services” shall mean, as applicable, City, WSDOT, or County review of design document submittals by Pierce Transit, (1) in the City, WSDOT’S, or County’s regulatory capacity for compliance with applicable laws, regulations and standards, and/or (2) to protect the public infrastructure. Design Review Services includes review of Design Documents to determine, (a) compatibility of the proposed BRT Project improvements with the use of the public rights-of-way for vehicular and pedestrian transportation, (b) that the proposed BRT Project improvements, whether temporary or permanent, must be in the public interest, consistent with the continued operation, maintenance, and safety of the facility, and such use must not impair the highway, unless acceptable mitigation measures are implemented. The Parties will evaluate the acceptable level of service via traffic engineering best practices and performance metrics to determine free and safe flow of multimodal traffic, in accordance with applicable policies, (c) that the public rights-of-way are protected and preserved, (d) that there exists sufficient capacity within the public rights-of-way to accommodate the proposed BRT Project improvements, and (e) that the proposed BRT Project improvements will not impair present or planned operation or construction of illumination, sanitary sewer, storm sewer, water, power, cable and telecommunication utility systems.

“Environmental Services Utility Systems” shall, for purposes of this Memorandum of Understanding, mean and refer to the sanitary and storm water utility systems owned and operated by the City.

“Environmental Standards” means all federal, state and local environmental laws and ordinances and all regulations promulgated thereunder, whether currently in effect or enacted or amended from time to time in the future (to the extent that compliance with future laws or amendments is legally required) including, but not limited to, the Endangered Species Act, the Resource Conservation and Recovery Act at 42 U.S.C. § 6921 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act at 42 U.S.C. § 9601 et seq., the Clean Air Act at 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, as amended at 33 U.S.C. 1318, the Toxic Substances Control Act at 15 U.S.C. § 2601 et seq., the Shoreline Management Act, Ch. 90.58 RCW, the Hazardous Waste Management Act, Ch. 70.105 RCW, the Clear Air Act, Ch. 70.94 RCW, the Water Pollution Control Act, Ch. 90.48 RCW, and the Model Toxic Substances Control Act at RCW 70.105.D, et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., and also including, but not limited to, any guidelines, levels and standards currently in effect or enacted or amended from time to time in the future (to the extent that compliance with future laws or amendments is legally required) by the applicable federal, state or local regulatory authority for addressing any contamination of any sort.

“Improvements” shall mean all facilities installed, constructed, improved or located in, under, on and upon the Public Right-of-Way or other property as part of this

BRT Project including but not limited to: electrical substations, conduit, wire, fiber optics, electronics, mechanical systems, buildings, walls, bus shelters, piping, utilities, seating, fencing, fixtures, equipment, landscaping, fencing, and signage; however, in no event shall the term “Improvements” be deemed to include any portion of movable personal property.

“Inspection Services” shall mean all labor, equipment and material necessary for the City, WSDOT, or County to monitor the BRT Project, (1) in the City, WSDOT’s, or County’s regulatory capacity to ensure compliance with applicable laws, regulations and standards, and/or (2) in furtherance of the City’s right under RCW 47.24.020 and WAC 468-18-050.

“Pacific Avenue BRT Corridor” means the surface street route along SR 7 Pacific as shown in Exhibit A

“Permit” shall mean a permit issued by either a City Official in accordance with the Tacoma Municipal Code and applicable Laws authorizing the permittee to perform certain acts, or a permit issued by WSDOT or Pierce County. A permit includes, by way of example, but is not limited to, a sanitary sewer permit, building permit, survey permit, geotechnical exploration permit, fire permit, demolition permit, street cut permit, a barricade permit, a street closure permit, an excavation permit, a clearing and grading permit, binding site plans, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, and a work order permit.

“Permitting Services” shall mean the work performed by the City, WSDOT, or County in its governmental capacity, in response to an application for a Permit or other approval, to process the application to determine compliance with regulatory requirements and standards and the sufficiency of the application for Permit approval.

“Private Utility Relocation Work” shall mean and refer to all labor, equipment and material necessary to commence and complete the permanent or temporary removal, relocation, adjustment, modification, or protection in place (collectively referred to as “Relocation”) of non-City and non-County Utility Systems to accommodate the BRT Project. Such work shall mean and include, but is not limited to, design development, design review, coordination of design review, permitting, contractor selection, construction, construction management and administration, coordination of utility system service outages and bypasses, and coordination of disconnections and reconnections, together with any Site Development Services, Construction Services, Inspection Services and Permitting Services directly related to relocation of non-City and non-County Utility Systems to accommodate the Project.

“Right-of-Way Acquisition” shall mean and refer to all work performed on the BRT Project to acquire the necessary right-of-way needed for the BRT Project, including relocation of impacted property owners if required. All such work shall

be performed according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (hereinafter referred to as the Uniform Relocation Act or “URA”). The URA is a federal statute that sets forth the requirements for appraisals, acquisitions, and relocation assistance for projects with federal funding participation. WSDOT shall have final and sole determination of compliance with the URA for any right-of-way acquisitions and/or relocations along the SR 7 highway corridor. Pierce Transit will comply with all applicable state and federal requirements for property acquisition and relocation assistance.

“Site Development Services” shall mean and refer to work performed by the City, WSDOT, or County necessary to provide regulatory oversight for the BRT Project, or individual components thereof, which work shall include, but not be limited to, pre-application services, Permitting Services, Design Review Services, coordination of design review and permitting, and Inspection Services. Site Development Services do not include project administration or project management.

“Tacoma Public Utility Systems” or **“TPU Systems”** shall, for purposes of this Memorandum of Understanding, mean and refer to the power (aka: Tacoma Power) and water (aka: Tacoma Water) utility systems owned and operated by the Tacoma, inclusive of cable and communications infrastructure.

“Utility Corridor Acquisition” shall mean and refer to the acquisition of all any and all property rights of every type and nature necessary, expedient or required by the City, WSDOT, or County for the completion of “City Utility Relocation Work”, “County Utility Relocation Work”, “Construction Services”, “WSDOT Utility Relocation Work”, and the security of “City Utility System(s)”, and County Utility System(s) as defined herein.

“WSDOT Development Services” shall mean the WSDOT Olympic Region Development Services Office and refer to work performed or provided by WSDOT necessary for the Project, or individual components thereof, which work shall include, but not be limited to, coordinating with the various WSDOT offices and services that will be involved with the BRT Project such as design review and right-of-way acquisition. WSDOT Development Services does not include construction inspection or project management.

“WSDOT Utility Relocation Work” shall mean and refer to all labor, equipment and material necessary to commence and complete the permanent or temporary removal, relocation, adjustment, modification, or protection in place (collectively referred to as “Relocation”) of Utility Systems within WSDOT owned state highway right-of-way to accommodate the BRT Project. Such work shall mean and include, but is not limited to, design development, design review, coordination of design review, permitting, contractor selection, construction, construction management and administration, coordination of utility system service outages and bypasses, and coordination of disconnections and reconnections, together with any WSDOT review, preparation, and approval

and processing of any WSDOT Utility Permits, Franchises and amendments thereto including WSDOT inspection of any Utility Systems within WSDOT owned state highway right-of-way to accommodate the BRT Project.

“WSDOT Utility Systems” shall, for purposes of this Memorandum of Understanding, mean and refer to any utilities, sanitary and storm water utility systems that are within WSDOT owned state highway right-of-way as allowed by a WSDOT Utility Permit or Franchise, including amendments.

4. Objectives; Intent and Relations.

4.1 Common Objectives. The Parties have the following common objectives:

- Help reduce transit travel time and increase on-time trip performance along the Pacific Avenue BRT Corridor.
- Attract, together with other transit enhancements, more riders to transit, thus reducing the number of vehicles using the corridor, in turn reducing traffic congestion and pavement wear-and-tear due to vehicular traffic.
- Collaboratively develop a design, right-of-way acquisition, review, approval and construction schedule with the City, WSDOT, County, and Pierce Transit.
- Provide review of necessary design documents and Permits and approvals in support of the Project development consistent with legal requirements.
- Minimize conflicts regarding Permits and approvals.
- Maximize predictability in implementing City, WSDOT, and County requirements.
- Integrate the BRT Project with existing or planned infrastructure and development, including other transit facilities, vehicular transportation facilities, bicycle and pedestrian facilities, public facilities, and private facilities; and develop operational plans that minimize BRT Project impacts and costs.
- Build effective, ongoing intergovernmental cooperation between the Parties.
- Ensure that appropriate notice and reasonable timelines are provided to the Parties for review and processing of documents.
- Ensure that the BRT Project is compliant with all current Americans with Disabilities Act (ADA) Regulations.
- Minimize adverse impacts such as traffic control impacts that are inherent to any highway or roadway improvement project that is constructed on a facility where it is paramount to keep traffic moving in a safe and efficient manner and preserve the continuity of business

operations including mitigating as feasible any loss of parking that currently serves local commercial activities.

4.2 Pierce Transit Objectives. Pierce Transit's objectives also include the following:

- Collaborate collectively with City, County and WSDOT to understand the jurisdictional permitting and approval processes and develop the design review and construction schedule.
- Obtain pre-application review of BRT Project elements for building and fire code issues, as well as any potential of street or right-of-way acquisitions, vacations, easements or use agreements.
- To the extent allowable by law, obtain expedited processing of necessary Permits and approvals, and, if necessary, street or right-of-way vacations, easements, use agreements and utility relocations.
- Understand City, County and WSDOT codes, specifications, processes, policies and procedures that relate to the BRT Project's construction, and minimize conflicts regarding Permits and approvals.

4.3 City Objectives. The City's objectives also include the following:

- Preserve the City's role in BRT Project development decisions.
- Fulfill its responsibility to enforce state and local regulations, building code, fire code, health and safety regulations, traffic management regulations, and other regulations.
- Enhance overall transportation system efficiency and people-moving capacity.
- Foster alternative transportation modes to reduce dependence on single occupancy vehicles and decrease parking demand.
- Anticipate and respond to Pierce Transit's priorities and Permit needs to help expedite Permit review.
- Ensure Pierce Transit responsiveness to construction-related code and procedural requirements.
- Provide constructive input into design considerations through the BRT Project development decisions.
- Provide sufficient resources to meet the specific needs of the BRT Project including design review, inspection, and utility relocation activities (engineering thru construction) in timely manners.
- Address community concerns during BRT Project development and permitting.

- Ensure that the BRT Project coordinates with all other projects and community outreach efforts in and near the BRT Project area and fully considers and addresses community concerns to the extent possible.
- Ensure the parcel and right-of-way acquisition for the BRT Project is transparent and conducted to meet the needs of both the City and Pierce Transit (see Exhibit E).

4.4 WSDOT Objectives. WSDOT's objectives also include the following:

- Preserve the WSDOT's role in BRT Project development decisions.
- Ensure the BRT Project follows and adheres to WSDOT policies and procedures in the development of the design for any work on the SR 7 state highway right-of-way, including but not limited to WSDOT Design Approval (DA), Project Development Approval (PDA), Plan for Approval (PFA), and state highway right-of-way plan preparation. Refer to "Exhibit B" (WSDOT Design Documentation Requirements).
- Ensure the BRT Project follows and adheres to WSDOT policies and procedures in the acquisition of any right-of-way needed along the portion of Pacific Avenue that is also SR 7, including compliance with the requirements of the Uniform Relocation Act (URA).
- Fulfill its responsibility, if any, to enforce any applicable federal, state, and local regulations, building code, fire code, health and safety regulations, traffic management regulations, and other regulations as it relates to any work performed on SR 7 state owned highway right-of-way.
- Ensure costs to WSDOT are minimized by Pierce Transit agreeing to reimburse WSDOT for its efforts to participate with the BRT Project including, but not limited to, the design, right-of-way acquisition, and any construction inspection of any work performed on SR 7.
- Ensure the BRT Project has robust and effective public outreach led by Pierce Transit.
- Minimize traffic impacts along SR 7 during the construction of the BRT Project due to a well-coordinated and effective planning and construction scheduling and implementation of the construction activities.
- Enhance overall transportation system efficiency and people-moving capacity.
- Ensure the BRT Project has thorough and well prepared traffic control plans that take into account as much of the various work operations as can be anticipated in advance of the BRT Project going to construction.
- Provide added emphasis on the implementation of any traffic control due to the work areas being almost exclusively in or directly adjacent to SR 7 highway traffic.

- Foster alternative transportation modes (multi-modal) to reduce dependence on single occupancy vehicles and decrease parking demand.
- Anticipate and respond to Pierce Transit's priorities and Permit needs to help expedite Permit review.
- Ensure Pierce Transit responsiveness to construction-related code and procedural requirements.
- Provide constructive input into design considerations through the BRT Project development decisions.
- Provide sufficient resources to meet the specific needs of the BRT Project including design review, right-of-way plan revision and real estate acquisition support, inspection, and utility relocation activities (engineering thru construction) in timely manners.
- Ensure Pierce Transit addresses community concerns during BRT Project development and permitting.
- Ensure that the BRT Project coordinates with all other projects and community outreach efforts in and near the BRT Project area.

4.5 County Objectives. The County's objectives also include the following:

- Preserve the County's role in BRT Project development decisions.
- Fulfill its responsibility to enforce state and local regulations, building code, fire code, health and safety regulations, traffic management regulations, and other regulations as it relates to any work performed in unincorporated Pierce County and outside the SR 7 WSDOT highway right-of-way.
- Enhance overall transportation system efficiency and people-moving capacity.
- Foster alternative transportation modes to reduce dependence on single occupancy vehicles and decrease parking demand.
- Anticipate and respond to Pierce Transit's priorities and Permit needs to help expedite Permit review.
- Ensure Pierce Transit responsiveness to construction-related code and procedural requirements.
- Provide constructive input into design considerations through the BRT Project development decisions.
- Provide sufficient resources to meet the specific needs of the BRT Project including design review, inspection, and utility relocation activities (engineering thru construction) in timely manners.
- Address citizen concerns during BRT Project development and permitting.

- Ensure that the BRT Project coordinates with all other projects and citizen outreach efforts in and near the BRT Project area.
- Ensure the BRT Project follows and adheres to County policies and procedures in the development of the design for any work in the County right-of-way.
- Ensure costs to the County are minimized by Pierce Transit agreeing to reimburse the County for its efforts to participate with the BRT Project including the design, right-of-way acquisition, and any construction inspection of any work performed County owned right-of-way.
- Ensure the BRT Project has robust and effective public outreach led by Pierce Transit.
- Minimize traffic impacts to County roads during the construction of the project due to a well-coordinated and effective planning and construction scheduling and implementation of the construction activities.

5.0 Environmental Policy Compliance. Per the procedures of WAC197-11-924 Pierce Transit, as the initiator of the project, has elected to be the lead agency for compliance with the State Environmental Policy Act, RCW Chapter 43.21C (“SEPA”) as well as for documentation of compliance with the National Environmental Policy Act (“NEPA”). . Pierce Transit represents that it will complete a substantive and procedural environmental review for the BRT Project in accordance with SEPA requirements with the publication of the documents, as detailed below.

5.1. Pierce Transit BRT SEPA Determination.

Both the City of Tacoma and the Washington State Department of Transportation (WSDOT) are “Agencies with Jurisdiction” as defined in WAC197-11-714 and therefore have a role in the SEPA Environmental Review. Both the City and WSDOT intend to rely upon and adopt the Pierce Transit BRT SEPA Determination as adequate for their own decision making purposes (see WAC197-11-600).

The City will be reviewing and issuing multiple permits for the project, which, as a whole, is not exempt from the requirements of SEPA. Therefore the City’s permits are also subject to SEPA review. The City may adopt the Pierce Transit SEPA determination provided the SEPA review contains the following elements:

- A completed SEPA project checklist that clearly defines the full project scope, timing, phasing, and impacts to the natural and built environments;
- A thorough review of transportation impacts to include both motorized and non-motorized within the project area of effect (to be defined based upon a Traffic Impact Analysis) and measures to avoid or mitigate said impacts;
- A review of temporary construction impacts and measures to avoid or mitigate said impacts;

- A review of impacts to utility infrastructure, especially stormwater infrastructure (including tree canopy coverage) resulting from increased impervious surface and measures to avoid or mitigate said impacts;
- Potential for contaminated soils and best practices for handling and measures to avoid or mitigate said impacts; and
- Potential for cultural and archaeological impacts, including an Inadvertent Discovery Plan.

WSDOT will use and rely upon the existing environmental documents to satisfy its SEPA responsibilities, consistent with WAC 197-11-600 and 197-11-340 provided Pierce Transit agrees the SEPA completed for the BRT Project includes all the work proposed on SR 7 state owned highway right-of-way, including any County right-of-way that will be acquired by WSDOT, and if the design changes such that modifications are needed to SEPA, Pierce Transit will lead that effort to update the SEPA determination.

5.2 Pierce Transit BRT NEPA Documented Categorical Exclusion (DCE).

Pierce Transit is currently completing the project's NEPA Documented Categorical Exclusion in close coordination with the Federal Transit Administration, with an excepted Final DCE Worksheet and attachments due in June 2021.

6. Agreements. In furtherance of the objectives of the Parties and the completion of the BRT Project, the Parties anticipate that one or more agreements will be necessary setting forth the Parties' roles, responsibilities and obligations relative to the BRT Project, which agreement(s) will govern the following scope:

6.1. City Services. Establishing the basis for the City providing Site Development Services to Pierce Transit.

6.2. Allocation of Costs. Establishing the basis for allocation of costs for the BRT Project and City Utility Relocation Work.

6.3 TPU Design Services for Utility Relocation. Establishing the basis for TPU providing design services for the relocation of TPU (Water and Power) Utility Relocation Work.

6.4. City Utility Relocation. Establishing the basis for commencement and completion of City Utility Relocation Work.

6.5. County Utility System(s) Relocation. Establishing the basis for commencement and completion of County Utility System(s) Relocation Work.

6.6. Private Utility Relocation. Establishing the basis for commencement and completion of Private Utility Relocation Work.

- 6.7. Right-of-Way Use. Establishing the basis for Pierce Transit use and occupancy of the Pacific Avenue BRT Corridor for construction, installation, maintenance, repair and operation of the BRT System.
- 6.8. Dedication of Improvements. Establishing the basis for dedication and acceptance of civil infrastructure improvements with the Pacific Avenue BRT Corridor that, upon completion of construction, will not remain the property of Pierce Transit.
- 6.9. WSDOT Design Review. Establishing the basis for WSDOT design review and approval.
- 6.10. County Design Review. Establishing the basis for County design review and approval.
- 6.11 WSDOT Right-of-Way Acquisition and/or Relocation Processing. Establishing the basis for any right-of-way acquisition and/or relocation assistance needed along the SR 7 corridor following the Uniform Relocation Act (URA).
- 6.12 WSDOT Construction Agreement. Establishing the parameters to allow Pierce Transit to construct the BRT project.
- 6.13. Operations and Maintenance. Multi-agency agreement establishing the basis for Pierce Transit day-to-day operations and maintenance within the Pacific Avenue BRT Corridor.
- 6.14. Environmental Standards Compliance. Establishing the basis for allocation of responsibility for the compliance with Environment Standards.
- 6.15 City Construction Agreement. Establishing the basis for construction oversight and inspection services for the BRT Project.
- 6.16 TPU Construction Agreement. Establishing the basis for construction oversight and inspection services for the BRT Project.
- 6.17 WSDOT Construction Agreement. Establishing the basis for construction oversight and inspection services for the BRT Project.
- 6.16 TPU Construction Agreement. Establishing the basis for construction oversight and inspection services for the BRT Project.
- 6.17 Other Agreements. Agreements for any other issues that may arise requiring memorialization of the rights and obligations of the parties.

7. Funding and Cost Allocation.

- 7.1 The total cost for the BRT Project is estimated to be \$170 million. Sound Transit has allocated \$60 million to the BRT Project using funds from Sound

Transit 3, a ballot measure approved in 2016. Another \$30 million of state, federal, and local funds have been allocated, and Pierce Transit anticipates that another \$75 million will be allocated from federal grants.

7.2 All BRT Project costs will be funded by Pierce Transit, including but not limited to, all right-of-way acquisition costs, utility relocation costs, Party design review costs, and Party construction oversight costs.

7.3 Ongoing operation and maintenance costs for the BRT system and highway shall be set forth in an operations and maintenance agreement with both the City and WSDOT. Whether that is one agreement or separate City and WSDOT agreements will be determined later.

8. Mutual Cooperation and Coordination. The Parties acknowledge and agree that services provided by the City, County and WSDOT are dependent upon and interrelated to the mutual cooperation of the Parties, and their consultants/contractors where applicable; the timely and prompt submittal and review of complete and accurate information, records, documents, and schedules; and the timely and prompt response to requests for information and consultation. In furtherance thereof, the Parties agree as follows:

8.1 The Parties will work cooperatively through an organizational/decision making structure consisting of (1) a Policy Committee, (2) a Steering Committee, and (3) a Technical Advisory Committee. The Designated Representatives identified in Section 9 below have been designated to be their initial agency contact for Project coordination and communication, including scheduling, obtaining information, responding to requests, and dispute resolution.

8.2 The Policy Committee is composed of the City Manager, the County Executive, CEO of Pierce Transit and WSDOT Olympic Region Administrator. The Policy Committee will meet when necessary to determine issues of general policy.

8.3 The Steering Committee is composed of the City Department Directors for Public Works, Environmental Services, Community & Economic Development, and Planning and Development Services and the City's Government Relations Officer, the County Planning and Public Works Director and Transportation Improvement Manager, the WSDOT Olympic Region Planning and Program Manager and HQ Public Transportation Division Capital Projects & Development Engineer, and for Pierce Transit the BRT Project Manager and the Planning Manager. The Steering Committee will meet when necessary to provide direction to the Technical Committee on matters such as design and construction issues and community involvement plans.

8.4 The Technical Committee is composed of assigned staff from each Party. The Technical Committee will meet when necessary to coordinate staff-level work on the BRT Project.

8.5 BRT Project Schedule; Updates. To assist the City, County and WSDOT with resource planning, Pierce Transit will provide the Parties with a BRT Project schedule that includes the BRT Project design review phase submittal dates and will provide monthly (or more frequent if available) schedule updates. Once the construction project is awarded a construction schedule shall be submitted to the City, County, and WSDOT weekly showing a three-week look ahead.

9. Designated Representatives. The Parties agree to assign the following designated representatives of the Parties

9.1 Designated Representatives Assigned.

Pierce Transit's Designated Representative is identified as:

Sean Robertson, Sr. Construction Project Manager
Pierce Transit
3701 96th St SW
Lakewood, WA 98499
Email: srobertson@piercetransit.org
Phone: (253) 983-3359

The City of Tacoma's Designated Representative is identified as:

Stephanie E. Brock, P.E.
Major Projects Group
747 Market Street, Rm 620
Tacoma, WA 98402
sbrock@cityoftacoma.org
253-314-4914

Washington State Department of Transportation's Designated Representative is identified as:

Joseph J. Perez
Olympic Region Planning and Program Manager
5720 Capitol Boulevard SE
Olympia, WA 98504
perezj@wsdot.wa.gov
[\(360\)357-2607](tel:(360)357-2607)

Pierce County's Designated Representative is identified as:

Kerry Obermire, Transportation Improvement Section
Planning & Public Works – Office of the County Engineer
2702 South 42nd Street, Suite 109
Tacoma, WA 98409-7315

kerry.obermire@piercecountywa.gov
(253) 798-2286

9.2 Each Designated Representative shall be responsible for BRT Project coordination, design coordination, scheduling and communication in support of the implementation of the obligations imposed by this Memorandum of Understanding and any other agreement of the parties related to the BRT Project. The Designated Representatives shall meet and confer in good faith, exchange information and maintain open communication to facilitate the coordinated development of the BRT Project. The Designated Representatives may receive notice at the above stated addresses. Each Party may unilaterally change their notification address in this section by written notice to the other Party. Either Party may change the Designated Represented only with 30 calendar day advanced written notice to the other Party.

9.3 The City, County, and WSDOT will assign supporting design review and construction inspection staff. The City and County Designated Representative will provide central coordination of all Design Submittal reviews and comments from all involved departments and utilities. The Designated Representative will facilitate resolution of any inconsistencies among review comments from the City and County departments and utilities and will provide Pierce Transit with consolidated review, comments, and decisions consistent with the timelines agreed to by the Parties. In addition to these tasks, the Designated Representative will participate in regularly scheduled project-level coordination meetings, and be responsible for identifying and disclosing to Pierce Transit as soon as practicable upon becoming aware of any other projects or proposals (e.g. utility projects, transportation projects, private development projects) that have the potential to conflict or interfere with the expeditious design and construction of the BRT Project; provided that, such obligation shall not give rise to or form the basis for liability of the City, County or WSDOT, or their officials, employees, or agents, any claims, damages, costs, or attorneys fees arising out of or related to any such conflict or interference with the design or construction of the BRT Project.

9.4 The Pierce Transit Designated Representative will provide central coordination for BRT Project Design Submittals and BRT Project coordination. In addition to these tasks, the Pierce Transit Designated Representative will participate in regularly scheduled project-level coordination meetings. The Pierce Transit Designated Representative will ensure that all review comments are addressed and that responses to comments are coordinated between all Pierce Transit departments and the consultant team. The Pierce Transit Designated Representative will also be responsible for ensuring that the City, County and WSDOT are informed as soon as practicable of any changes required to the budget, scope or schedule of the BRT Project that may impact the Parties.

10. Design Standards for Public Facilities/City and County Utility Systems.

Whenever Pierce Transit designs, constructs, installs, modifies, repairs, relocates or reconstructs Improvements, infrastructure, City Utility Systems or County Utility Systems within the public rights-of-way or easements, when such Improvements, infrastructure or Utility Systems are publicly owned or will be dedicated to public ownership (the "Public Improvements"), such Public Improvements shall conform to the applicable design standards for the jurisdiction and the Utility System owner when applicable in which the Public Improvements are located.

11. Execution.

The Parties have executed this MOU as of the day and year first above written; provided that, in the event no date is stated above, the MOU shall be effective upon the last date set forth below.

PIERCE TRANSIT

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION



Sue Dreier, Chief Executive Officer
Date: _____

John Wynands, P.E., Regional Administrator
Date: 05/06/2021

CITY OF TACOMA

PIERCE COUNTY



Elizabeth Pauli, City Manager
Date: 05/08/2021

Bruce Dammeier, Pierce County Executive
Date: _____



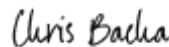
Kurtis D. Kingsolver, P.E., Director of Public Works
Date: 05/09/2021

Jen Tetatzin, PE, PMP, Director of Planning and Public Works
Date: _____

Gary Robinson, Director of Finance
Date: _____

TACOMA PUBLIC UTILITIES

Approved as to form:



Jackie Flowers, Director of Utilities
Date: 05/10/2021

Chris Bacha, City Attorney
Date: 05/10/2021



Chris Robinson, Power
Superintendent
Date: 05/10/2021



Scott Dewhirst, Water Superintendent
Date: 05/10/2021

Attachments:

- Exhibit A – General Depiction of BRT Project**
- Exhibit B - Pierce Transit SR 7 BRT Project WSDOT Design Documentation Approval Requirements**
- Exhibit C – City of Tacoma Design Standards/Checklists**
- Exhibit D – Technical Advisory Committee Members**
- Exhibit E - BUS RAPID TRANSIT PROJECT – Real Property Acquisitions**

Exhibit A

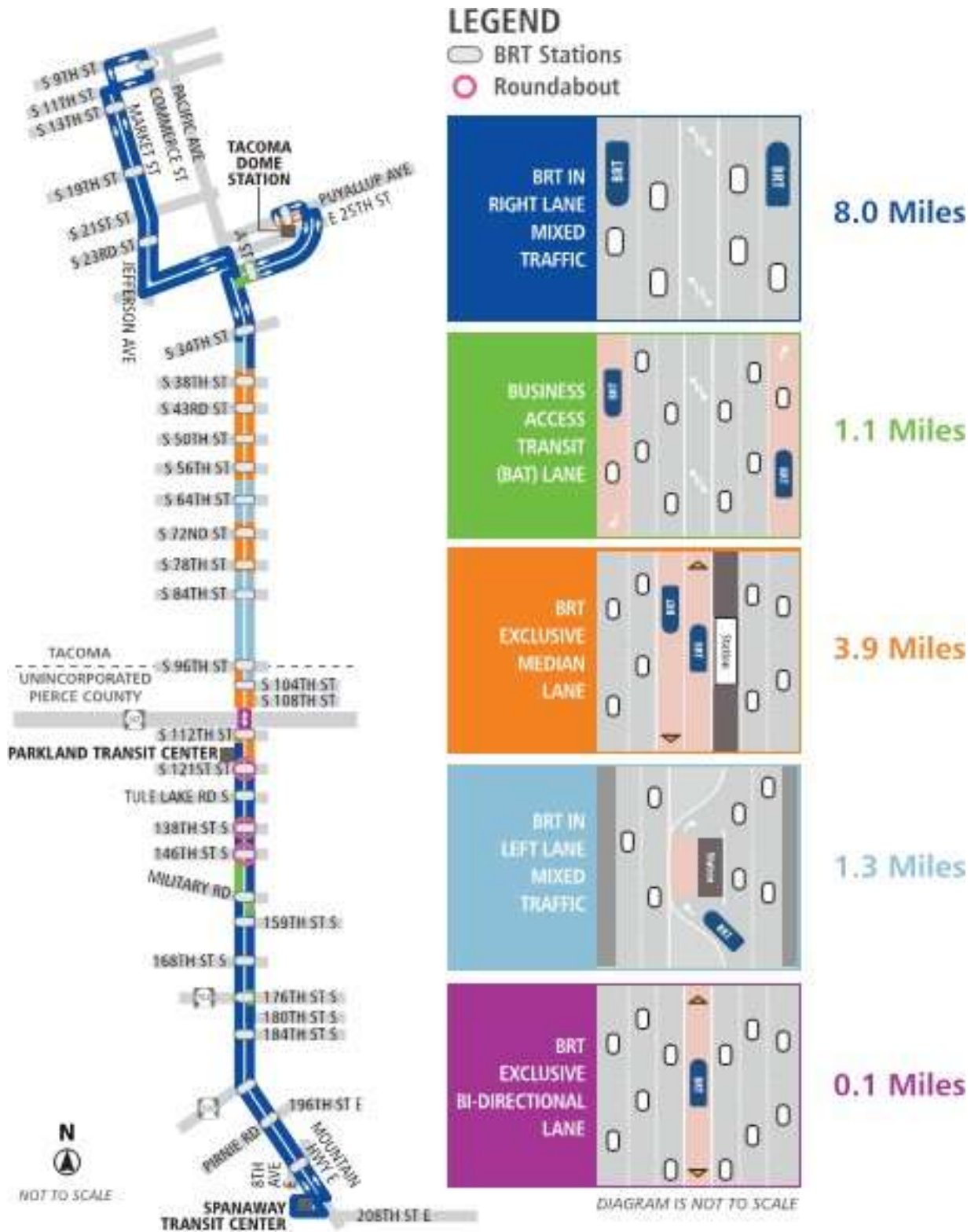


Exhibit B

DRAFT Pierce Transit SR 7 BRT Project
WSDOT Design Documentation Approval Requirements

Purpose of this document

The Pierce Transit sponsored SR7 Bus Rapid Transit (BRT) project will make significant changes to SR7, creating the need for thorough documentation that follows the Design Manual guidance. The approach taken here is modeled after the approach taken by WSDOT with Sound Transit projects doing significant work within WSDOT right-of-way. The purpose of this guidance is to provide a framework for the process that leads to Design Approval and Project Development Approval, resulting in the project's Design Documentation Package (DDP).

The DDP checklist referenced in the Design Manual has been adapted for this particular project (see Figure 1). In general, "engineering related" items listed on the DDP checklist will be required to be a part of the DDP. Project management related items on the DDP may be requested to be included as "informational only" items, meaning that they will not affect approval.

For this project, when we refer to the DDP it will be synonymous with the list of items required for Design Approval along with those items required for PDA.

Design Approval (DA)

See Figure 1 for a list of items required for Design Approval.

Utilizing Design Approval as a relatively early milestone can provide a risk-mitigation measure for both the project team and WSDOT. It can be used to insure that Pierce Transit and WSDOT have early mutual understanding and agreement on critical, fundamental components. The Design Approval package includes a Basis of Design. More information on the Basis of Design (BOD) may be found at:

<https://www.wsdot.wa.gov/Design/Support.htm>

Note that Design parameter sheets are critical to documenting fundamental decisions such as choosing lane and shoulder widths using the mode/function/performance approach.

Pierce Transit is required to obtain Design Approval (DA) prior to submitting 60% design plans. Upon approval, this DA is effective for three years and locks in the design policy, after which it must be updated with new approvals. The DA may be approved prior to NEPA. The DA will be signed by the initiating Engineer of Record (either consultant or Pierce Transit) and the WSDOT Project Development Engineer.

Project Development Approval (PDA)

See Figure 1 for a list of items required for Project Development Approval. The Project Development Approval package will be signed by the initiating Engineer of Record (either consultant or Pierce Transit) and the WSDOT Project Development Engineer. The PDA approval is good for three years.

Design Documentation Package (DDP) (active during entire design effort but finished prior to Advertisement for bids)

The Design Documentation Package documents and explains the design decisions and process that was followed. The DDP is retained for 75 years by WSDOT. The DDP will be updated to reflect the latest project information.

WSDOT will work with Pierce Transit to make sure the DDP package is complete and archived.

Miscellaneous Documentation Considerations

Value Engineering (VE): VE is specifically called for in the Design Manual, but since costs are under the control and responsibility of Pierce Transit, it will be up to Pierce Transit to determine if and/or when a VE study is needed. WSDOT oversight following the Design Manual process will be needed for the VE elements that are highway-specific.

Cost Estimation Validation Process (CEVP): CEVP is specifically called for in the Design Manual, but since costs are under the control and responsibility of Pierce Transit, it will be up to Pierce Transit to determine if and/or when a CEVP study is needed.

Design & Construction Schedule for Approval: The project design and construction schedule will be initiated, updated, and managed by Pierce Transit, and so no approval by WSDOT will be needed. Coordination of schedules and milestone dates with other WSDOT projects will be required.

Construction Permits from external agencies: Pierce Transit will obtain all the permits required for construction from external agencies, so this item will not be considered as part of the WSDOT design process.

Other WSDOT documents may include, but not be limited to, Air Space Lease (ASL), Temporary Construction Easements (TCE), General Permits for miscellaneous needs, Utility Permit and/or Franchise amendments, Operations & Maintenance (O&M) agreements, Construction Agreement, and Access Connection Permits (ACP's).

Figure 1 Required DDP Elements

Description	DM Ref.	Include in this project?
DESIGN APPROVAL DOCUMENTS		
Stamped Cover Sheet *	300.04(1)	YES
Design Approval Memorandum Describing the Project	300.04(1)	YES
Project Vicinity Map	PPM 400.06(4)	YES
Project Summary Documents Project Definition, Project Change Requests, Environmental Review Summary	300.06(1)	NO
Basis of Design (BOD) *	300.06(2), 1100.10(1)	YES
Alternatives Comparison Table	1104.03	YES
Design Parameter Sheets	1100.10(4)	YES
Safety Analysis or Crash Analysis Report *	321.04 321.05	YES, may be included in other analysis/reports
Design Analysis *	300.06(4), 1106.07	YES
List of Past Design Analyses (deviations) (Contact your ASDE for list)	300.04(1)	NO
List of Past Maximum Extent Feasible (MEF) (Contact your ASDE for list)	1510.5(2)	NO – not applicable for this corridor
Interchange and/or Intersection Plans See region Channelization Plan Checklist	1360.07, 1310.07(2),	YES
Alignment Plans and Profiles If significantly modified	300.04(1), 1210.06, 1220.06	YES
Basis of Estimate (BOE) with Cost Estimate Compare to budget	300.06(3)	Informational Only
PROJECT DEVELOPMENT APPROVAL DOCUMENTS		
Stamped Cover Sheet*	300.04(2)	YES
Project Development Approval Memorandum Describing the Project	300.04(2)	YES

Description	DM Ref.	Include in this project?
Project Vicinity Map	PPM 400.06(4)	YES
Any Design Approval items listed above that have been revised or added	300.04(1)	YES
NEPA Approvals	300.02(1), 300.06(1)(b)	YES
SEPA Approvals	300.02(1), 300.06(1)(b)	YES

PROJECT DEVELOPMENT APPROVAL DOCUMENTS (con't)		
Description	DM Ref.	Comments
Maximum Extent Feasible (MEF) *	1510.05(1)	YES
Intersection Control Evaluation (ICE)*	321.05(2), 1300.05(1)	YES
Signals Permit	1330.02(1)	NO – Traffic office retains
Median Crossover Approval	1370.04	NO – not applicable
Traffic Analysis	320	YES
Fencing	560	NO
Additional Illumination	1040.05	NO
ITS Systems Engineering Documentation	1050.05	NO
Roadside Clear Zone inventory	1600.02	YES
Barrier Length of Need Calculations	1610.03(5)	YES
Public Art Plan	950.05(1)	NO
Bridge Vertical Clearance	720.03(5)(c)(1) Exhibit 720-3	YES – if applicable
Geological Reports	610.04	YES
Materials/Surface Reports	610, 620	YES
Hydraulics Report *	800 & HM	YES
Railroad Crossing Evaluation Team Findings	1330.045(7)(b)	NO (assume no railroad crossings in project)

	1350.04	
Railroad Grade Crossing Petitions and WUTC Orders	1350.10	NO (assume no railroad crossings in project)
MUTCD Request for Experimentation	1330.07	YES
Pedestrian Facilities	1510	Document compliance w/ ch.1510 elements
Value Engineering Recommendation Approval Form	310.03(1)	Informational Only
Justifications/Design Decisions (Subjects range throughout the DM)	Multi	YES

For items with an asterisk (*), include the original, approved document

Figure 1 utilized the DDP checklist from:

<https://www.wsdot.wa.gov/Design/Support.htm>

Abbreviations:

- Multi = Subjects range throughout the Design Manual
- DM = Design Manual
- EM = Environmental Manual
- HM = Hydraulics Manual
- PPM = Plans Preparation Manual

Design Manual Excerpts

300.01 General Excerpt

For local agency and developer projects on state highways, design documentation is also needed. It is retained by the region office responsible for the project oversight, in accordance with the WSDOT records retention policy. All participants in the design process are to provide the appropriate documentation for their decisions. See 300-04(3) for information about the approval process and authority. For more information about these types of projects, see the [Local Agency Guidelines](#) and [Development Services Manual](#) available at the Publications Services Index website:

🔗 www.wsdot.wa.gov/Publications/Manuals/index.htm

300.03(3) PROJECT FILE AND DESIGN DOCUMENTATION PACKAGE EXCERPT

The **Design Documentation Package (DDP)** is a part of the Project File and preserves the decision documents generated during the design process. In each package, a summary (list) of the documents included is recommended. The DDP documents and explains design decisions, design criteria, and the design process that was followed. The DDP is retained in a permanent retrievable file for a period of 75 years, in accordance with WSDOT records retention policy.

The Basis of Design, Design Parameters, Alternatives Comparison Table, and Design Analyses are tools developed to document WSDOT practical design and decisions. Retain these in the DDP.

Refer to the remainder of this chapter and DDP checklist for documents to be preserved in the DDP. See Design Documentation Package Checklist here:

🔗 www.wsdot.wa.gov/Design/Support.htm

300.04(3) Local Agency and Developer Services Approvals

Local agencies or developers proposing projects for construction on state highways, or within WSDOT jurisdiction on city streets that serve as part of state highways per RCW 47.24, are required to document design decisions using the WSDOT design documentation policy (see 300.03) and as follows. The local agency or developer is required to document all decisions that change one or more design elements (see 1105.02) using the Basis of Design. Documentation is submitted to WSDOT for review and approval according to Exhibit 300-5. Where FHWA approval is indicated, WSDOT will forward submitted information to FHWA for their approval and transmit FHWA's approval, comments, and/or questions back to the submitter.

In cases where design decisions are imposed on the local agency or developer by WSDOT or FHWA, in order to secure their approval, those specific decisions are to be documented by WSDOT. Note that the requirement to submit a Basis of Design for approval may be waived by the approving authority designated in Exhibit 300-5, based on the criterion in 1100.10(1)(a). When a Region is the approval authority for the BOD and is considering an exemption, the Region approving authority can assume the role of the Assistant State Design Engineer to determine if an exemption is appropriate. For more information about the Basis of Design, see Chapters 1100 through 1106.

EXHIBIT C

CITY OF TACOMA DESIGN STANDARDS/CHECKLISTS

City of Tacoma Right-of-Way Design Manual:

https://www.cityoftacoma.org/government/city_departments/public_works/engineering/city_of_tacoma_right_of_way_design_manual

City of Tacoma Planning and Development Services Work Order Submittal Checklist:

<http://tacomapermits.org/wp-content/uploads/2015/06/Work-Order-Document-Checklist.docx>

EXHIBIT D

Pacific Ave/SR7 Corridor BRT Technical Advisory Committee Members

Name	Project Role (TL: Task Lead/Key Project Staff)	Representing	Email Address	Phone Number
Sean Robertson	PMO Senior Project Manager (TL)	Pierce Transit	srobertson@piercetransit.org	253-983-3359
Tina Lee	Planning Manager (TL)	Pierce Transit	tlee@piercetransit.org	253-589-6887
Janine Robinson	Senior Planner - Property Acquisition	Pierce Transit	jrobinson@piercetransit.org	253-984-8156
Kim McGilvery	BRT Project Public Involvement & Outreach Coordinator	Pierce Transit	kmcgilvery@piercetransit.org	253-581-8098
Lindsey Sehmel	Principal Planner - Scheduling	Pierce Transit	lsehmel@piercetransit.org	253-581-8079
Alexandra Mather	Government & Community Relations Officer	Pierce Transit	amather@piercetransit.org	253-983-3358
Rebecca Japhet	Communications Manager	Pierce Transit	rjaphet@piercetransit.org	253-984-8213
Ryan Wheaton	Executive Director - Planning & Community Development	Pierce Transit	rwheaton@piercetransit.org	253-983-3304
Cody Bakken	CTAG Representative	Pierce Transit	cbakken@piercetransit.org	503-309-8257
Eric Chipps	Senior Planner	Sound Transit	eric.chipps@soundstransit.org	206-398-5020
(Vacant)	(Alternate)	Sound Transit		
Shawn Phelps	Senior Transportation Planner	Pierce County	sphelps@co.pierce.wa.us	253-798-3552
Brian Churchill	Associate Traffic Engineer	Pierce County	brian.churchill@piercecountywa.gov	253-798-2259
Sarah Gutschow	Senior Planner	Puget Sound Regional Council MPO	sgutschow@psrc.org	206-587-4822
Jean Kim	Associate Planner (Alternate)	Puget Sound Regional Council MPO	jkim@psrc.org	206-971-3052
Allan Belton	President	Pacific Lutheran University	allan.belton@plu.edu	253-535-7101
James Sinding	Auxiliary Services Manager (Finance Office)	University of Washington - Tacoma	james7@uw.edu	253-692-5926
Patricia Beard	Project Manager - Economic Development Services Division	City of Tacoma	pbeard@ci.tacoma.wa.us	253-591-5039
Kristin Ely	Program Development Specialist (Alternate)	City of Tacoma	kely@ci.tacoma.wa.us	253-591-5053
Elliott Barnett	Urban Planner	City of Tacoma	elliott.barnett@ci.tacoma.wa.us	253-591-5389
Stephanie Brock	Senior Principal Engineer / Large Projects Lead (TL)	City of Tacoma	sbrock@ci.tacoma.wa.us	253-573-2315
Dana Brown	Assistant Division Manager - Public Works Engineering	City of Tacoma	dbrown2@ci.tacoma.wa.us	253-591-5718
Mazedur Hossain	Senior Transportation Engineer	City of Tacoma	mhossain@ci.tacoma.wa.us	253-591-5523
Liz Kaster	Senior Planner & Active Transportation Coordinator	City of Tacoma	lkaster@ci.tacoma.wa.us	253-591-5380
Dan Hansen	Traffic Engineer/Permit Review	City of Tacoma	DHansen1@ci.tacoma.wa.us	253-591-5529
Joshua Diekman	Traffic Assistant Manager	City of Tacoma	jdiekman@ci.tacoma.wa.us	
Kris Norberg	Signals/Traffic Design	City of Tacoma	knorberg@ci.tacoma.wa.gov	253-591-5404
Larry Criswell	Private Development Staff	City of Tacoma	LCriswell@cityoftacoma.org	
Teague Pasco	Senior Real Estate Specialist	City of Tacoma	tpasco@cityoftacoma.org	253-591-5570
Jeff Petterson	Capital Projects Engineer - Public Transportation Division	WSDOT	petterj@wsdot.wa.gov	360-705-7917
Dale Severson	Development Services Engineer	WSDOT	severson@wsdot.wa.gov	360-357-2796
Manuel Abarca	Traffic Design Engineer - Olympic Region	WSDOT	abarcam@wsdot.wa.gov	360-764-9231
Joe Perez	Program Management & Planning - Olympic Region	WSDOT	perezj@wsdot.wa.gov	360-357-2607
Lois Gilchrist	Real Property	WSDOT	LGILCHR@wsdot.wa.gov	360-704-5259
Derek Oh	Regional Engineer - FTA Project Coordination	FTA	derek.oh@dot.gov	206-220-4319
John Witzner	Community Planner - FTA Project Coordination (Alternate)	FTA	john.witzner@dot.gov	206-220-7964
Joe Rempke	TPWR T&D Line Eng	Tacoma Public Utilities	jrempe@cityoftacoma.org	
Dave Rosholm	TPU Account Executive	Tacoma Public Utilities	drosholm@cityoftacoma.org	(253) 341-0953
Christopher Hemmer	Design & Cost Estimate Lead (TL)	WSP	chris.hemmer@wsp.com	503-417-8953
Cara Belcher	Project Lead	WSP	cara.belcher@wsp.com	503-516-0365
Chelsea Morrison	North Lead	WSP	chelsea.morrison@wsp.com	206-267-6858
Vingle Jiang	South Lead	WSP	Vingle.jiang@wsp.com	206-254-7965

EXHIBIT E**BUS RAPID TRANSIT PROJECT
Real Property Acquisitions**

This Exhibit sets forth the general terms under which the City and Pierce Transit will handle transactions involving real property acquisitions, segregations, and conveyances related to the proposed BRT Project.

Background

The BRT Project may require acquisition of additional rights of way and easements from private property owners adjacent the Project alignment. In those cases, Pierce Transit has agreed to acquire the necessary property and/or property rights for the Project and has retained a third party acquisition consultant to assist Pierce Transit in negotiating with property owners. Pierce Transit will negotiate with owners, pay compensation, conduct relocation, and acquire the necessary parcels for the Project as needed.

After completion of the BRT Project, all acquired parcels to be incorporated into City right of way will be conveyed to the City by Pierce Transit in fee, as the City requires that any new right of way located within the City's jurisdictional boundaries be conveyed to the City for roadway purposes in fee.

Pierce Transit will work with their consultant to acquire real estate needed for the BRT Project, including but not limited to, obtaining title reports, engineering designs, surveys, appraisals, legal exhibits, permitting, parcel acquisitions/relocations, clearing encroachments, clearing title encumbrances and construction.

The City desires to work with Pierce Transit in cooperation and partnership and assist in implementing Pierce Transit's proposed plan for BRT-related realignment and improvement of Pacific Avenue and adjacent right of way and agrees to maintain the same upon BRT Project completion.

Pierce Transit and the City agree on the following terms for potential parcel acquisition for the Project, including conveyance of any surplus property interests to Pierce Transit:

1. Pierce Transit will submit a final and complete Right of Way Plan showing all acquisitions and relocations required for the BRT Project for City review, prior to acquisition. The City will review the Right of Way Plan and verify that the real property rights to be acquired, and subsequently transferred to the City, are necessary for the maintenance and operation of the road right of way prism, including the BRT infrastructure. Upon completion of the BRT Project, Pierce Transit will provide the City with record drawings, showing

the exact dimensions, geometry and location of all elements of the constructed improvements and land rights acquired.

2. Pierce Transit and/or its acquisition consultant will negotiate with owners, pay compensation, clear title, and acquire the rights of way, easements, or full parcels necessary for the BRT Project as shown on the Right of Way Plan, if any.
3. The acquisition of property rights necessary for the BRT Project will be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 *et seq.*) (Uniform Act), the Washington State Department of Transportation Right of Way Manual, and Local Agency Guidelines, as applicable.
4. Some or all real property rights acquired by Pierce Transit for the BRT Project will be transferred to the City to be owned, maintained and operated as right of way and/or easements for public works infrastructure and utilities. All right of way property will be conveyed to the City by Pierce Transit in fee, under acceptable title as determined by and in the sole discretion of the City, on forms that have been reviewed and approved by the City. Any other property rights that may be necessary for the Project (e.g., easements) will be conveyed to the City under acceptable title as determined by and in the sole discretion of the City on forms that have been reviewed and approved by the City.
5. The City will accept BRT Project parcels under a “pseudo” surplus status and simultaneously identify portions of the land necessary for the maintenance of the road right of way prism. The City will retain only those parcels needed for operation and maintenance of realigned City rights of way including the BRT infrastructure. This property will include right of way, easements or full parcels as shown on the Right of Way Plan, which will have been previously approved by the City, per Paragraph #1, above. Pierce Transit and the City acknowledge that additional right of way may be identified for acquisition during the course of negotiations. Such instances will be dealt with on a case by case basis, and both Pierce Transit and the City commit to work together to address these instances in a timely manner.
6. The City, in accepting fee title to parcels in a “pseudo” surplus status, intends to limit its ownership to those areas determined to be necessary, by and in the sole discretion of the City, for the maintenance and operation of the roadway prism including utility facilities and BRT infrastructure. Any accepted real property outside the roadway prism that is surplus to the Project will not be subject to a formal City street vacation process unless otherwise identified as City right of way.
7. The City will convey any real property surplus to the Project to Pierce Transit by Quit Claim Deed. Conveyance of surplus property will include, and be

subject to, such easements as are necessary for the continued operation and maintenance of the right of way including City roadway, utility and BRT infrastructure.

Primary Staff Contact Information

Contact Information for Pierce Transit

Name: Janine Robinson

Title: Senior Planner

Address: 3701 96th St. SW, Lakewood, WA 98499

Telephone: (253) 984-8156

E-mail: jarobinson@piercetransit.org

Contact Information for City

Name: Susie Rogers

Title: Sr. Real Estate Officer

Department: Public Works

Division: Facilities Management

Section: Real Property Services

Address: 747 Market ST, STE 737, Tacoma, WA 98402

Telephone: (253) 591-5566

E-mail: srogers@cityoftacoma.org

TITLE: Authority to Execute Contract No. 1179 with Westwater Construction Company for the South Hill Mall Transit Center Renovation

DIVISION: Finance

SUBMITTED BY: Monica Adams, Sr. Project Manager

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: 571 South Hill Mall Transit Center Renewal

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 1,427,000	Award contract to Westwater Construction Company for the South Hill Mall Transit Center Renovation in the amount of \$1,427,000, plus a contingency of \$142,700 for an authorized expenditure of \$1,569,700. The Total project budget is \$1,832,372.
Contingency	\$ 142,700	
Total Expenditure	\$ 1,569,700	

BACKGROUND:

The transit centers and park and rides are some of Pierce Transit’s oldest facilities and many times are the place where riders first meet the ‘face’ of Pierce Transit. This renewal project provides an opportunity to improve the South Hill Mall Transit Center, constructed in 1998, to address issues raised by the public to improve their perception of safety and to provide a better Pierce Transit experience for riders by making necessary repairs to improve the overall deteriorated and run-down appearance. This Project will include the following: assess the restroom and utility room roof structures and repair as necessary, refresh painted surfaces, upgrade existing lighting with LED, repair significantly cracked and damaged concrete surfaces, improve regulatory signage, and improve ADA ramps and pedestrian access as required by the City of Puyallup.

Pierce Transit conducted a public procurement process. the Request for Bids (RFB) was advertised in May 2021 and was posted on Pierce Transit’s website, Builder’s Exchange of Washington, Tacoma Daily Index, and Daily Journal of Commerce as well as the Office of Minority and Women’s Business Enterprises. Pierce Transit received one (1) bid. The responsive low bid contractor was Westwater Construction Company. A cost analysis was completed and Westwater’s bid was deemed to be fair and reasonable.

STAFF RECOMMENDATION:

Authorize the Chief Executive Officer to execute Contract No. 1179 with Westwater Construction Company for the South Hill Mall Transit Center Renovation.

ALTERNATIVES:

Do not authorize entering a contract with Westwater Construction Company: This is not recommended as the condition of the South Hill Mall Transit Center will continue to get worse if repairs are not made, which will ultimately cost more money.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to execute Contract No. 1179 with Westwater Construction Company for the South Hill Mall Transit Center Renovation for a total not to exceed amount of \$1,427,000 plus a contingency of \$142,700 for an authorized expenditure of \$1,569,700.

TITLE: Authority to Execute Amendment No. 3 to Contract No. 1145 with Top2Bottom Janitorial Services for Bus Sanitation Services at Pierce Transit’s Bus Lot and Sound Transit’s Mid-Day Storage Lot in Seattle Due to COVID-19

DIVISION: Maintenance

SUBMITTED BY: Francisco Castro, Executive Director of Maintenance

RELATED ACTION:

Emergency Declaration executed April 13, 2021 with Top2Bottom for janitorial/bus cleaning services for buses due to COVID 19 (Contract 11450)

2021-006, Authorized the Chief Executive Officer to enter into and execute Amendment No. 2 to Contract 1145 with Top2Bottom Janitorial Services to provide bus sanitation services due to COVID-19 at the Mid-Day Storage Lot through June 2021 in the amount of \$41,700, for a revised total contract amount not to exceed \$241,626.

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: N/A

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 95,793	The proposed amendment is for 3 additional months of bus sanitizing on our Lakewood bus lot and at Sound Transit’s Mid-Day Storage Lot in Seattle due to COVID-19. Pierce Transit will receive reimbursement from Sound Transit for the Mid-Day Storage Lot portion of \$25,020.
ST Reimbursement	\$ 25,020	
Total Expenditure	\$ 120,813	

BACKGROUND:

Pierce Transit issued Contract No. 1145 and subsequent Amendments 1 and 2, to Top2Bottom Janitorial for bus sanitizing services at the Lakewood base lot and at Sound Transit’s mid-day storage lot in Seattle in the amount of \$241,626 through June 2021. In addition to sanitation, the contractor also replaces social distancing signs and restocks the mask dispensers on board the buses as needed.

Given FTA’s guidelines for COVID exposure, staff is recommending extending the Bus Sanitizing contract through the end of September 2021. There will be no change to the current monthly flat rate fees of \$31,931 for the Lakewood base lot, and \$8,340 for Sound Transit’s Seattle lot.

STAFF RECOMMENDATION:

Authorize the Chief Executive Officer to execute Amendment No. 3 to Contract 1145 with Top2Bottom Janitorial Services to provide bus sanitation services through September 2021. This reinforces Pierce Transit's commitment to rider safety and fosters our partnership with Sound Transit.

ALTERNATIVES:

The alternative would be to not authorize Amendment No. 3 and discontinue COVID-19 bus sanitation services.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to execute Amendment No. 3 to Contract 1145 with Top2Bottom Janitorial Services to provide bus sanitation services at Pierce Transit's Bus Lot and Sound Transit's Mid-Day Storage Lot due to COVID-19 for an additional three months through September 2021, in the amount of \$120,813, for a revised total contract amount not to exceed \$362,439.



Action Agenda



Bus Rapid Transit System Expansion Study

Bus Rapid Transit (BRT) systems are designed to carry large numbers of riders with greater speed, reliability and frequency than standard fixed route buses. In 2020, Pierce Transit updated its Destination 2040 Long Range Plan, which includes expanding BRT and the four currently high performing routes that will be evaluated through a System Expansion Study: Routes 2, 3, 4, and 402. In addition to high ridership, these four routes also have direct connections to Regional Growth Centers, including two to Sounder commuter rail stations. In addition, they travel along arterial corridors that have been or will be rezoned to accommodate new high-density, mixed-use infill development, including multi-family housing.

Project Objectives:



Develop and compare a range of high capacity rapid transit alternatives and alignments to explore the feasibility of upgrading these four routes to BRT corridors.



Create objective and quantifiable criteria for prioritizing the next four BRT routes, while also ensuring geographic equity and socioeconomic data are included in the selection criteria, in order to serve the greatest number of riders.



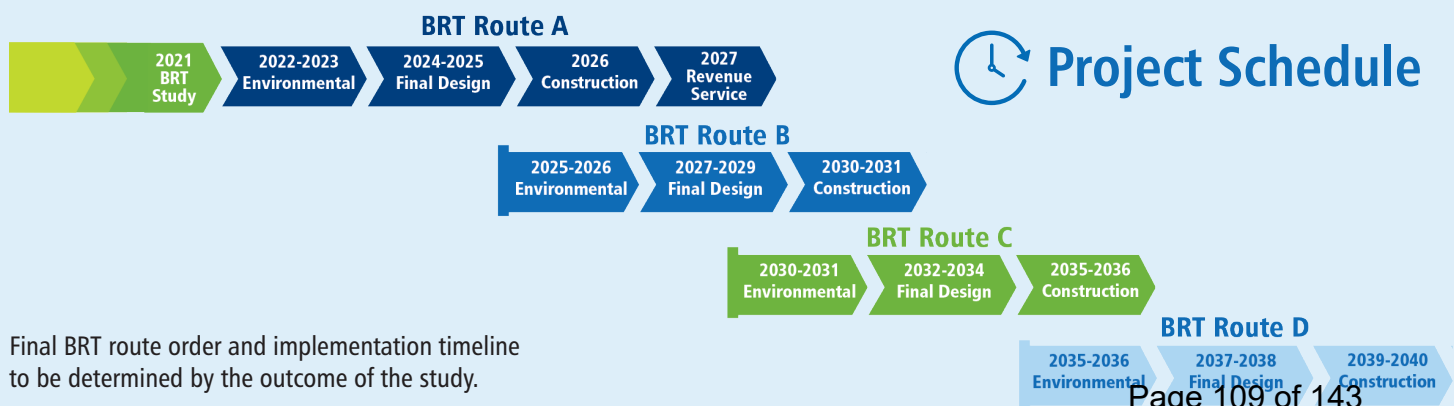
Identify which new BRT route(s) have the operating characteristics to utilize zero-emissions battery electric buses (BEBs).



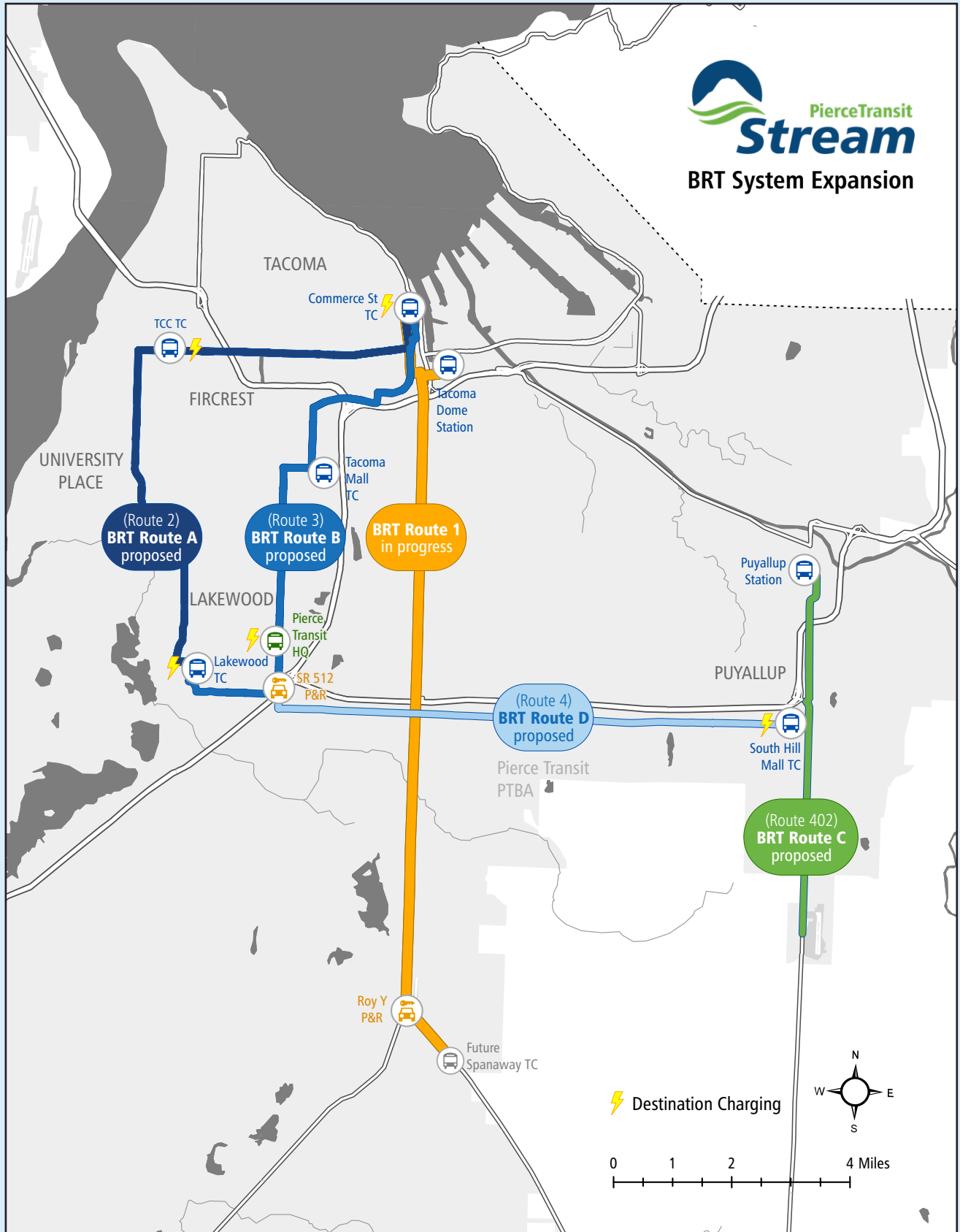
Identify potential BRT station locations with optimized spacing between them to enhance system performance (e.g., faster bus times), along with identifying the existing fixed route bus stops that could be removed.



Identify the non-motorized, "first mile/last mile" connections to BRT stations, including safety and direct access enhancements to each station for bicyclists, pedestrians, wheelchairs, and other mobility device users.

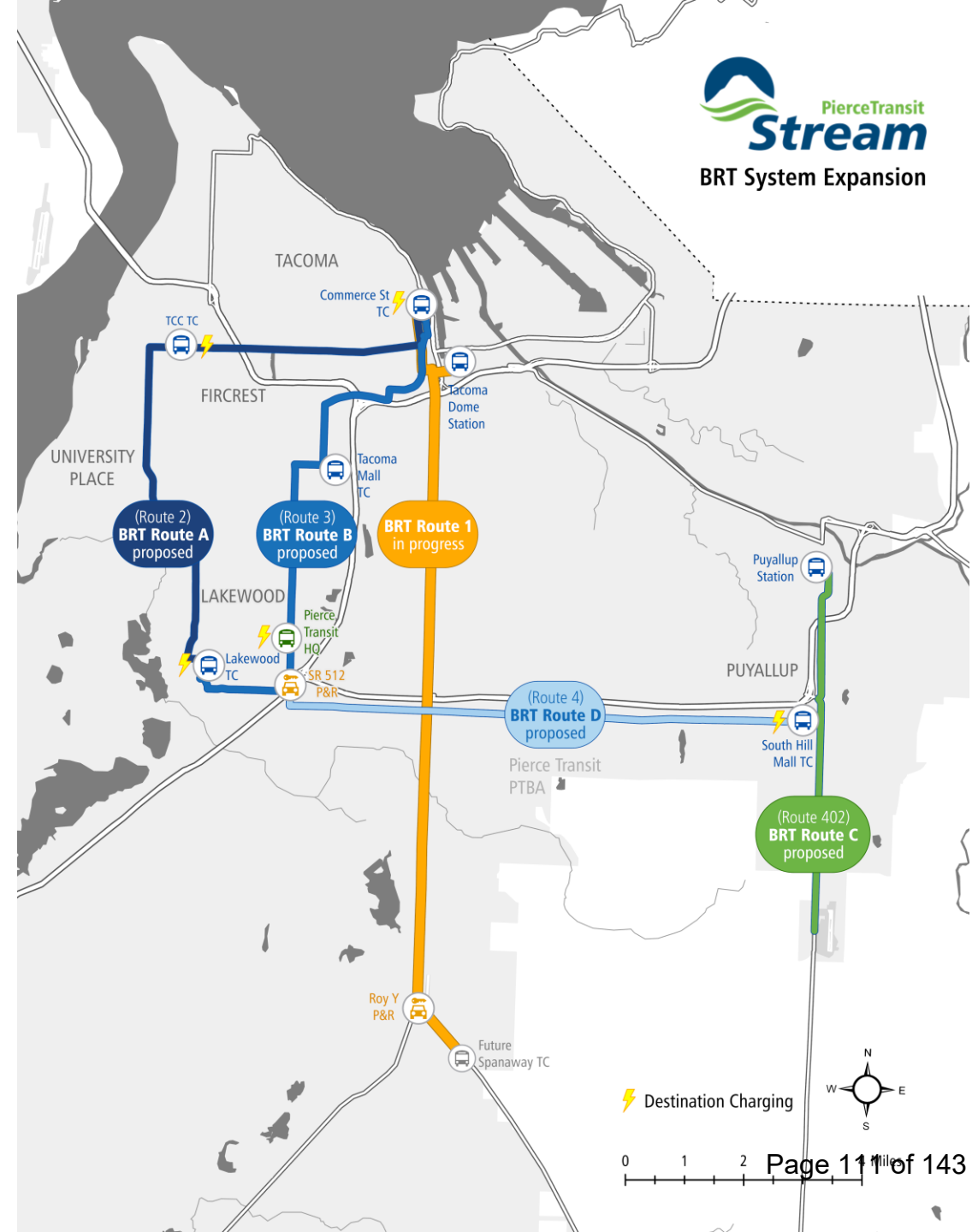


Final BRT route order and implementation timeline to be determined by the outcome of the study.



Stream BRT System Expansion Study

- **Growth in Pierce County:** To meet significant growth and therefore increased demand for reliable, safe, and fast transit service, Pierce Transit is initiating a comprehensive planning study to begin building the county’s battery-electric Bus Rapid Transit network.
- **Existing Fixed Routes to be Analyzed:** 2, 3, 4, and 402
- **“BRT Lite” Corridor Option:** The agency believes the current Route 2 has the on-street characteristics to be built as a much lower cost BRT option. Especially since the S. 19th Street section would need to be forward compatible with the future Tacoma Link Streetcar (westbound) extension to TCC, planned for completion in 2039.
- **Future Grant Opportunities:** An initial State investment would allow Pierce Transit to leverage further grant opportunities to complete construction and implementation of the BRT 2 route. As such, \$10 million was identified in the State House’s “Miles Ahead Washington Transportation Investments” list, but not yet funded.
- **“Now’s the Time!”:** With the BRT 1 corridor being recommended for FTA CIG funding under the USDOT’s FFY 2022 budget (at \$75.2 million), we feel we should capitalize on this momentum and immediately begin planning for a build out of the entire five-route Stream BRT system.
- **City, County, and Local Agency Stakeholders:** Cities of Tacoma, Lakewood, Fircrest, University Place, Edgewood, Milton, Puyallup, Pierce County, Washington State Department of Transportation (WSDOT), Sound Transit, Tacoma Community College (TCC), Joint Base Lewis-McChord (JBLM), Puyallup Tribe of Indians
- **Selected Consultant’s Cost Estimate:** \$812,100
- **Contract Timeline:** July 2021 through September 2022



TITLE: Authority to Execute Contract No. 1170 with KPFF, Inc., for the Bus Rapid Transit System Expansion Study

DIVISION: Planning & Community Development

SUBMITTED BY: Darin L. Stavish, Principal Planner

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: 613 BRT System Expansion Study

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 805,100	Award a contract to KPFF, Inc. for Architectural and Engineering Services in the amount of \$805,100 plus a contingency of \$7,000 for an authorized expenditure of \$812,100. The Total project budget is \$837,303.
Contingency	\$ 7,000	
Total Expenditure	\$ 812,100	

BACKGROUND:

In December 2020, Pierce Transit completed a minor update to its Destination 2040 Long Range Plan. Section 7 of the document (“Future Transit Networks and Financial Requirements”) includes an expanded vision for bus rapid transit (pp. 91-95) and identifies the four (4) currently high performing fixed bus routes that will be evaluated under this Study; 2, 3, 4, and 402. Based on comparatively high ridership, plus direct connections to Regional Growth Centers or Centers of Local Importance, Pierce Transit has determined that these four (4) routes should be selected for further analysis. In addition, some of these routes travel along principal arterial corridors that have been or are being rezoned or “up zoned” to accommodate new high density and transit supportive mixed-use infill development, including multi-family housing.

This BRT System Expansion Study will determine the most logical fixed route corridor among the four existing fixed routes that should be the first to move into the Preliminary Engineering/Design phase as it is upgraded to BRT (i.e., to become the second BRT corridor in the Stream System after Pacific Avenue/SR 7). Under the Scope of Work, the System Expansion Study will be used to determine the chronological order of planning, design, and construction of all four new, additional BRT routes. It will include objective justification criteria for each route and why their order of development was determined. The overall analysis will include initial capital cost and lifecycle operational cost estimates. Furthermore, the Study will provide comprehensive cost estimates for all phases, including – but not limited to – Planning, Environmental clearances (e.g., National and State Environmental Policy Acts [NEPA/SEPA]), Preliminary

Engineering, Right-of-Way acquisition and access requirements, public utility relocations and connections , Design, and Construction.

Pierce Transit's expectation is that the four (4) new BRT corridors will have reached the five percent (5%) Design or conceptual design-level milestone at the conclusion of the study. The Scope of Work includes research to determine which new BRT routes would have the operating characteristics to successfully utilize Battery Electric Bus (BEB) or zero-emissions 60-foot articulated coaches exclusively.

There was a Request for Qualifications (RFQ) advertised in February 2021 for professional consultant services. Statements of Qualifications were accepted until 5:00 p.m. on March 22, 2021. Three (3) qualified candidates responded to the RFQ. An Evaluation Committee interviewed all three (3) of the consultants and ranked KPFF, Inc. as the most qualified consultant.

STAFF RECOMMENDATION:

Authorize the Chief Executive Officer to execute Contract No. 1170 with KPFF, Inc. for the Bus Rapid Transit System Expansion Study.

ALTERNATIVES:

Do not enter into a contract with the selected firm and commence with the Study. However, this study demonstrates Pierce Transit's commitment to expansion of the Stream BRT network as discretionary State and Federal funding becomes available.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to execute Contract No. 1170 with KPFF, Inc., for the Bus Rapid Transit System Expansion Study for a total "Not to Exceed" amount of \$805,100 plus a contingency of \$7,000 for an authorized expenditure of \$812,100.



Pierce Transit
Stream

BRT Property Acquisition

Janine Robinson, Senior Planner

JUNE 14, 2021

Presentation Agenda

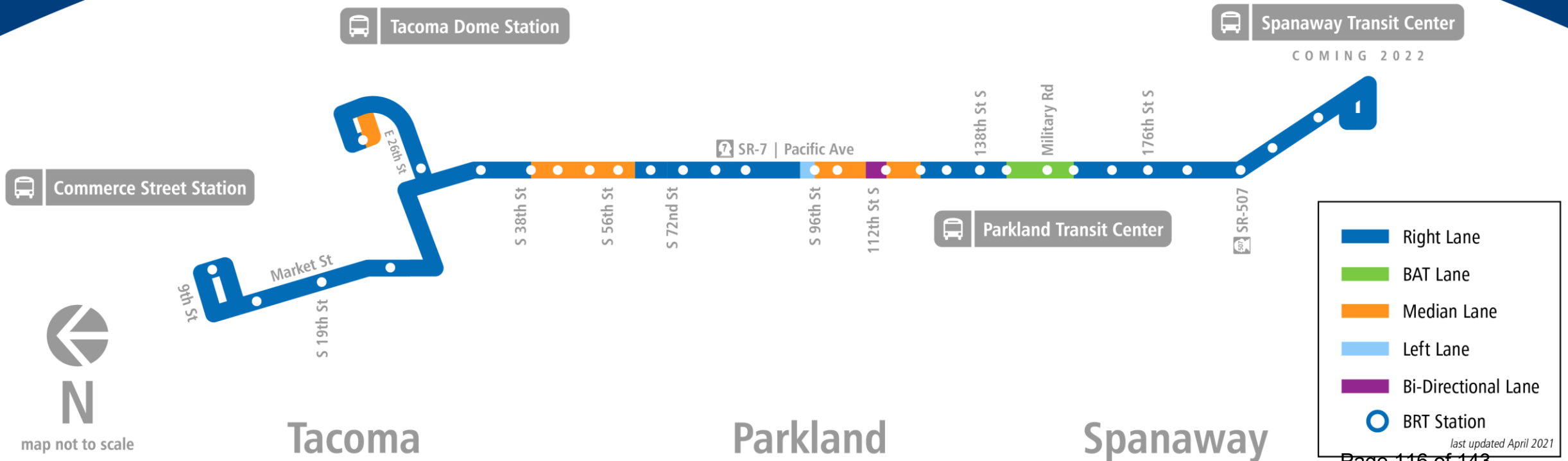
We'll be discussing the following:

- Project Overview
- Acquisition Overview
- Scale of Acquisitions
- Acquisitions Timeline
- Board Actions
- Settlement Thresholds and Approval Authorities
- Proposed Motion
- Questions



Project Overview

BUS RAPID TRANSIT FROM TACOMA TO SPANAWAY



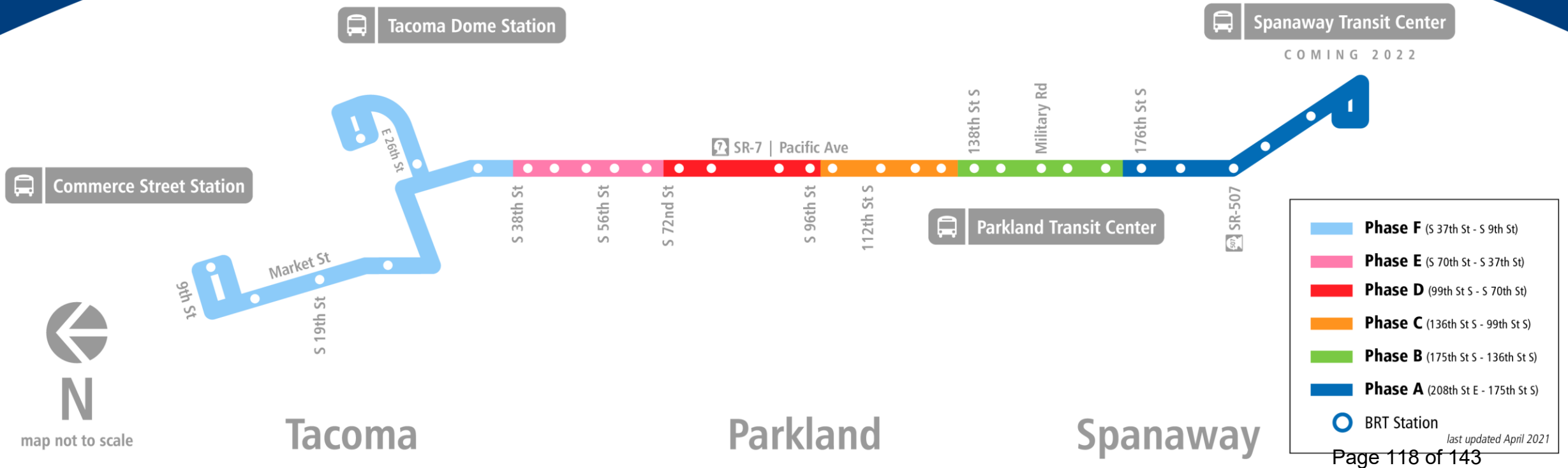
Property Acquisition Overview



With a large acquisition effort of approximately 400 impacted properties, it's anticipated that acquisition will be broken down by project phases.

Project Phases

BUS RAPID TRANSIT FROM TACOMA TO SPANAWAY



Scale of Acquisitions

The Types of Property Acquisitions

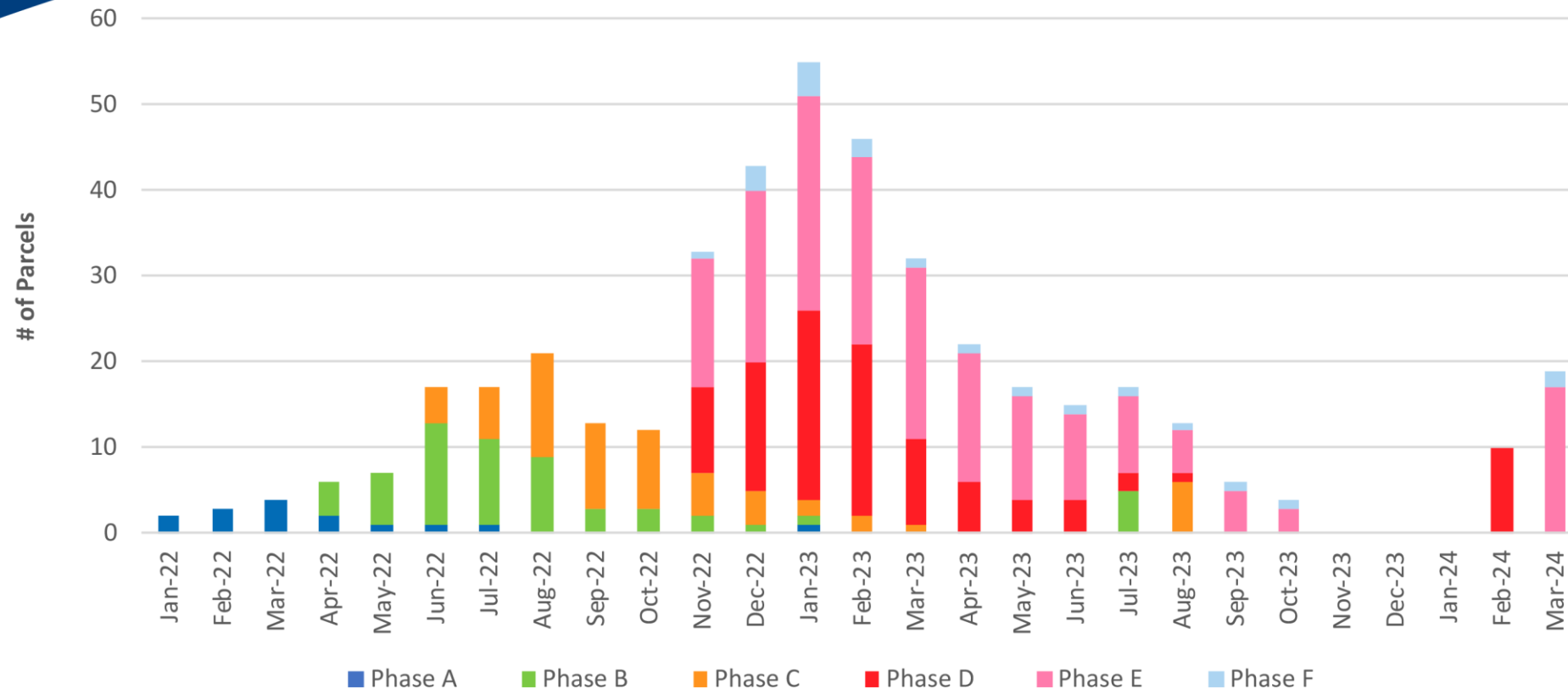


- ± 60% of properties are Commercial
- ± 30% of properties are Residential
- ± 10% of properties are considered Other
(recreation, institution, religious, unknown)

About half of the parcels require fee acquisition (outright purchase of a portion of the property).

Acquisitions Timeline

SHOWN BY CONSTRUCTION PHASE



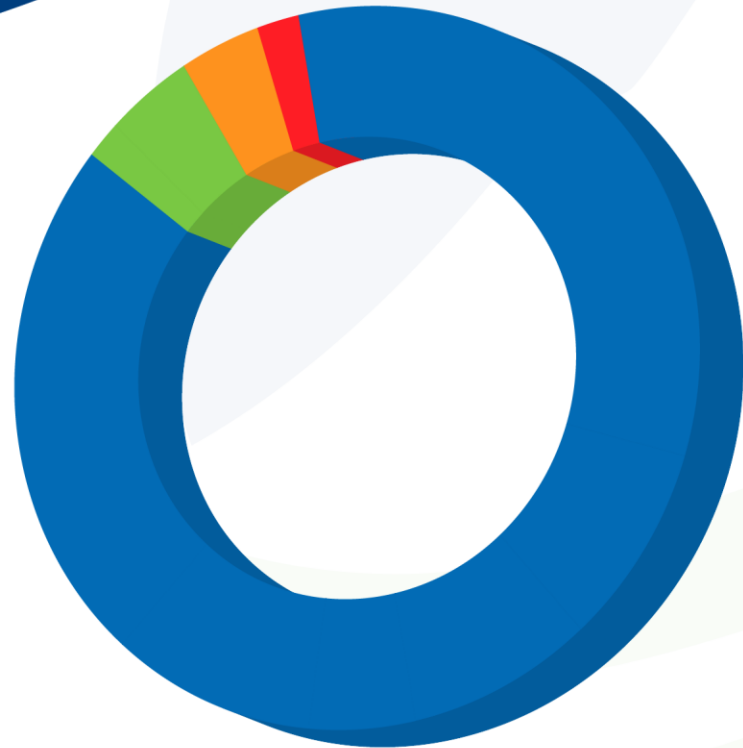
Board Actions



- Authority to acquire property needed for BRT Project, including through purchase, negotiation, and condemnation, if necessary. Includes determination of public use and necessity to acquire the property rights.
- Authority to acquire property with appraised value of \$1,000,000 or more (EFC or SDCC authority if value is greater than \$200,000)
- Approval of settlements that exceed [by \$50,000 or more] the appraisal of just compensation for the property.
- Authority to initiate condemnation legal proceedings.

Thresholds and Authorities

Offer/Settlement Thresholds and Party Responsible for Approval



- **90% or 323 parcels** \$0 to \$40,000 (Exec. Dir. Planning)
- **5% or 17 parcels** \$40,001 to \$75,000 (Exec. Dir. Finance)
- **4% or 14 parcels** \$75,001 to \$200,000 (CEO)
- **2% or 6 parcels** \$200,001 to \$1,000,000 (EFC or SDCC)
- **0% or 0 parcels** \$1,000,000+ (Board and FTA)

Proposed Motion

The Board of Commissioners delegates authority to the CEO or the CEO's designee to negotiate and agree to settlements for real property rights that exceed the appraisal of just compensation by \$50,000 or less for the Pacific Avenue/SR 7 BRT Project.



Have Any Questions?



Thank you for your time today.
If you have any questions regarding
what we just covered or about property
acquisition, please don't hesitate to ask.



Pierce Transit
Stream

BRT Property Acquisition

Janine Robinson, Senior Planner

JUNE 14, 2021

TITLE: Delegation of Authority to the CEO to Negotiate and Agree to Settlements for Real Property Rights that Exceed the Appraisal of Just Compensation by \$50,000 or Less for the Pacific Avenue/SR 7 BRT Project

DIVISION: Planning & Community Development

SUBMITTED BY: Janine Robinson, Senior Planner

RELATED ACTION:

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

ATTACHMENTS: None

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION: N/A

BACKGROUND:

Pierce Transit's first Bus Rapid Transit (BRT) route in the Stream system is planned to replace a portion of the current Route 1 along the 14.4-mile corridor between Downtown Tacoma and Spanaway. Although the route will operate primarily in the public right-of-way (ROW), building this project will require Pierce Transit to purchase strips of land in sections of the route where there is not enough room for the project's street improvements (additional needed roadway areas, BRT station locations, and sidewalk installations). The project also requires acquisition of temporary construction easements (TCEs) to allow the contractor the space to build the project improvements and integrate them with adjacent properties.

With approximately 400 impacted properties spanning City of Tacoma, Pierce County, and WSDOT jurisdictions, the Pacific Avenue / SR-7 BRT project includes a very large property acquisition effort. It is anticipated that the acquisition effort will be broken down by phases, like the plan for the construction effort. The project is currently broken into six phases, with Phase A starting at the south end in Spanaway; Phase F is at the north end within the City of Tacoma not on SR-7.

The following data provides an idea of the scale of the acquisitions for the BRT project (note that this data is preliminary and is based on designs that are changing as the project is further refined):

- About 60% of properties are Commercial
- About 30% of properties are Residential
- About 10% of properties are considered Other (recreation, institution, religious, unknown)
- About half of the parcels require fee acquisition (outright purchase of property)
- Almost all parcels require TCE rights (temporary acquisitions for construction)
- Of the approximately 200 fee acquisitions, over 40% equate to less than 4% of the total lot area; about a quarter are less than 2% of the lot area
- Almost half of the TCEs require less than 4% of the lot area; the other half require between 5 and 14% of the lot area

In order to meet the goal of an operational BRT line in late 2024, all property rights must be secured by early 2024. These acquisitions are anticipated to begin with Segment 1 in the Spanaway area. The official acquisition process,

which begins with property appraisals after the project has completed 60% design and our jurisdictional partners have signed off on the right of way (ROW) plans, would begin late 2021 with Phase A. This equates to about two years of active negotiations and settlements with property owners, which is an aggressive, but achievable, timeframe. On average, this equates to about 15 properties per month. We would expect to see a peak of settlements in the mid to latter part of the project schedule rather than an even distribution throughout each month of negotiations. When negotiations peak, we might realistically see that number doubled or tripled during some months, which may lead to a burdensome and overwhelming administrative approval process.

In property acquisition negotiations, a large majority of acquisitions are settled administratively. The law requires that just compensation be *no less than* the fair market value as determined by an appraisal, but also requires that an agency must negotiate in good faith with an owner to acquire property when under the threat of condemnation. Many times, an owner may bring new information to light that the appraiser was not aware of, leading to a reasonable settlement amount that is higher than the original offer. Other times, the cost and schedule risks of condemnation need to be considered. In any case, a great majority of the acquisitions on any large project will require administrative approval for settlements above the offer amount, and the Pacific Avenue/SR-7 BRT project is no exception.

Pierce Transit's Code *Chapter 3.13.110.C. Real Property Acquisition and Disposition*, states: "The acquisition price of individual properties (or ownerships) shall in no case exceed Pierce Transit's appraisal of fair market value or authorized budget limitations without further specific Pierce Transit Board approval." The purpose of the proposed action before the Board is for the Board to delegate approval of administrative settlements to the CEO or the CEO's designee, with a limit of \$50,000 above the appraised fair market value (determination of just compensation).

The Board's involvement in the various steps of the property acquisition process includes the following (step 3 applies to the action before the Board today):

Board Action in Property Acquisition Process	Explanation
1. Authority to acquire property needed for BRT Project, including through purchase, negotiation, and condemnation, if necessary. Includes determination of public use and necessity to acquire the property rights.	This is the general authorization to acquire the property needed for the BRT Project but is subject to the limitations in item numbers 2-4 below.
2. Authority to acquire property with appraised value of \$1,000,000 or more (EFC or SDCC authority if value is greater than \$200,000)	This would occur after appraisals are complete and prior to offers being made to property owners for properties above these thresholds.
3. Approval of settlements that exceed by \$50,000 or more the appraisal of just compensation for the property.	This is the subject of this Board action. Should the Board choose not to give authority to the CEO or the CEO's designee to agree to settlements that exceed the appraisal of just compensation by \$50,000 or less, every negotiation that results in an amount above the original offer amount would come to the Board (or EFC or SDCC). (Note that FTA approval is required if the settlement amount exceeds the original offer amount by more than \$50,000.)

4. Final action to authorize initiation of condemnation legal proceedings.	Potentially affected property owners would receive a Notice of Final Action at least 15 days prior to a public meeting at which the Board considers authorizing condemnation legal proceedings.
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Should the Board approve this delegation of authority to agree to settlements with property owners up to an amount of \$50,000 over the original offer amount, Pierce Transit's contract approval thresholds and authorities would still be followed for every transaction. This means that the Executive Director of Planning would approve settlements where the total offer falls under \$40,000 (estimated to be 90% of parcels); the Executive Director of Finance would approve settlements between \$40,000 and \$75,000 (est. 5% of parcels); the CEO would approve offers totaling \$75,000 to \$200,000 (est. 14% of parcels). All offers totaling \$200,000 to \$1,000,000 would come to the EFC or SDCC (est. 2% of parcels); and anything over \$1,000,000 would come to the Board (and to FTA) for approval (none currently estimated).

STAFF RECOMMENDATION:

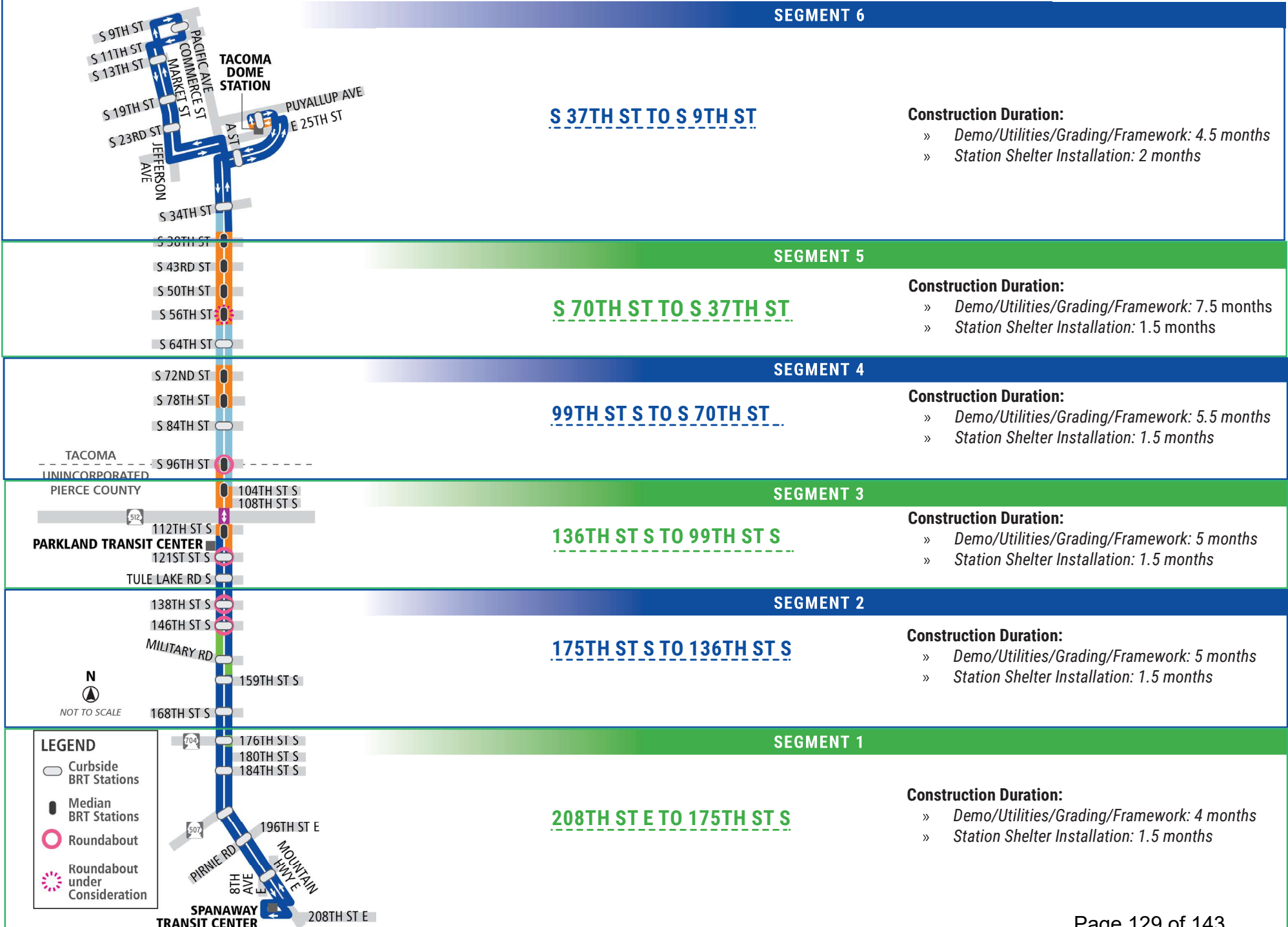
In real estate transactions, timely decision-making is often key to coming to agreement. With the volume of acquisitions needed for the Pacific Avenue/SR 7 BRT Project and the aggressive schedule, staff recommends that the Board delegate authority to the CEO or the CEO's designee to agree to settlements with property owners in a timely manner by reducing the administrative burden in the approval process that could result in increased administrative costs and possible schedule delays. We believe this will make a significant contribution toward a successful project delivery while setting reasonable limits on the negotiation authority delegated to the CEO or the CEO's designee.

ALTERNATIVES:

1. Do not delegate authority to the CEO or the CEO's designee to agree to settlements with property owners for an amount up to \$50,000 above fair market value and have all settlements that exceed appraised amounts come to the Board for approval.
2. Choose a different amount of settlement authority to delegate to the CEO or the CEO's designee for settlement negotiations with property owners.

PROPOSED MOTION:

Move to: Delegate authority to the CEO, or the CEO's designee, to negotiate and agree to settlements for real property rights that exceed the appraisal of just compensation by \$50,000 or less for the Pacific Avenue/SR 7 BRT Project.



* Actual construction timing & duration is dependent upon permitting, row acquisition, utility relocation/coordination and weather.



Pierce Transit

Stream

Naming Rights Agreement

BRT 1 Naming Rights



- The Superlative Group completed asset valuation in 2020
- Sales presentations, negotiations, contract management
- 85 prospective regional and national entities were contacted
- Developed robust package of naming entitlements for sponsor



Pierce Transit

+

MultiCare 

BRT 1 Naming Rights

- \$11,115,000 over 28 years (70% to Pierce Transit after commission)
- \$300,000 first year revenue, with annual increases after
- Naming rights to BRT Line 1 and three BRT stations
- Includes MultiCare identification in BRT announcements, online promotions, social media, maps, etc.





Pierce Transit
Stream

Sponsorship Contract

Sponsorship Contract

- The Superlative Group negotiated a 28-year Agreement with MultiCare
- Superlative earns 30% commission on each fee payment to Pierce Transit
- Superlative Amendment #1 documents our commitments to Superlative
- Future sponsorships of individual BRT stations will trigger additional amendments



Pierce Transit
Stream

TITLE: Authority to Execute Naming Rights Agreement No. 1223 with MultiCare Health System for the BRT Line Between Tacoma and the Spanaway Transit Center

DIVISION: Planning & Community Development

SUBMITTED BY: Kathy Walton, Marketing Supervisor

RELATED ACTION: N/A

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION: N/A

BACKGROUND:

Pierce Transit intends to establish and operate a Bus Rapid Transit (BRT) line between Downtown Tacoma and the Spanaway Transit Center (BRT Line). This BRT Line will provide a valuable service to the residents of Pierce County, providing fast, reliable access to jobs, schools, medical services, businesses, and destinations important to quality of life.

Pierce Transit's operations are funded by a combination of federal, state and local funds, including grants and taxes, as well as farebox revenue. In order to raise additional revenue, Pierce Transit will accept revenue for sponsorship of its first BRT Line in the form of a Naming Rights Agreement. Pierce Transit's contractor, The Superlative Group, Inc., (the Contractor) developed a sponsorship package that is suitable to potential corporate sponsors. After a professional search and communications with multiple organizations, the Contractor established a Naming Rights Agreement with MultiCare Health System.

MultiCare has a long history of providing vital healthcare services to our community and has a positive business reputation in the Puget Sound region. It also recognizes the value of Pierce Transit's BRT Line to connect employees and customers to MultiCare. MultiCare recognizes the overall value of public transit to the region and wishes to support Pierce Transit's endeavors. As a Naming Rights Sponsor, MultiCare desires to obtain an exclusive license to name the BRT Line and other related ancillary benefits, over a specified time, as detailed in Contract No. 1223 with Pierce Transit. If this Contract is executed as written and remains in force throughout the Contract term, until approximately 2052, Pierce Transit would receive approximately \$11,115,363.09 in sponsorship revenue, less commissions payable to Pierce Transit's Contractor.

Pierce Transit believes its Contractor has acted in good faith on behalf of Pierce Transit to identify MultiCare as a suitable, financially stable, strong naming rights sponsor for the BRT Line. Revenues detailed in the Agreement are based on the tangible and intangible benefits to the sponsor, in light of today's marketplace for naming rights.

STAFF RECOMMENDATION:

Authorize the Chief Executive Officer to execute Naming Rights Agreement No. 1223 with MultiCare Health System for the Bus Rapid Transit Line.

ALTERNATIVES:

Do not authorize executing the Agreement at this time and instruct Pierce Transit staff to pursue revised terms in this Agreement with MultiCare Health System. A second alternative is to reject this Agreement and instruct Pierce Transit to pursue an agreement with a different potential sponsor.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to execute Naming Rights Agreement No. 1223 with MultiCare Health System for the BRT Line between Tacoma and the Spanaway Transit Center.

TITLE: Authority to Execute Amendment No. 1 to The Superlative Group Corporate Sponsorship Contract No. PT-59-19

DIVISION: Finance

SUBMITTED BY: Kathy Walton, Marketing Supervisor

RELATED ACTION:

FS 2021-034, Authority to Execute Naming Rights Agreement No. 1223 with MultiCare Health System for the BRT Line Between Tacoma and the Spanaway Transit Center.

ATTACHMENTS: Multicare Naming Rights Fee Schedule RELATION TO STRATEGIC PLAN: Financial

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: Bus Rapid Transit Tacoma to Spanaway Line

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 3,334,609	Amendment to include 30% Commission for Multicare Naming Rights Agreement in the amount of \$3,334,609.
Contingency	\$	
Total Expenditure	\$ 3,334,609	

BACKGROUND:

Pierce Transit entered into a corporate sponsorship contract with The Superlative Group on February 21, 2020 to develop a sponsorship package suitable to market to potential corporate sponsors of the Bus Rapid Transit new Stream Line. The contract terms require an Amendment each time a sponsorship agreement is effective. The Superlative Group identified potential sponsors and marketed the package and has, with Pierce Transit staff, negotiated a Naming Rights Agreement with Multicare Health Systems, through Contract No. 1223.

Per the contract terms, the compensation to The Superlative Group for securing corporate sponsors is 30% commission on all sales. This amendment increases the contract and obligates Pierce Transit to pay 30% of the \$11,115,363 total of MultiCare's 28-year commitment.

STAFF RECOMMENDATION:

Authorize the Chief Executive Officer to execute Amendment 1 to Contract No. PT-59-19 with The Superlative Group for the 30% commission of MultiCare's Naming Rights Agreement, for a total contract not to exceed amount of \$3,334,609.

ALTERNATIVES:

Do not authorize this Amendment. This is not recommended since approval of the Multicare Naming Rights Agreement for BRT obligates Pierce Transit to pay the sponsorship commission on sales to The Superlative Group.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to execute Amendment No. 1 to Contract No. PT-59-19 with The Superlative Group for the 30% commission of MultiCare's Naming Rights Agreement, for a total contract not to exceed amount of \$3,334,609.

Attachment
MultiCare BRT Naming Rights Sponsorship Agreement
Fee Schedule

Contract Year	Rights Fee	Due Date (all within forty-five (45) days of receipt of invoice)
2021	\$150,000.00	Effective Date
Contract Year 1	\$150,000.00	Commencement Date
Contract Year 2	\$306,000.00	Anniversary of Commencement Date
Contract Year 3	\$312,120.00	Anniversary of Commencement Date
Contract Year 4	\$318,362.40	Anniversary of Commencement Date
Contract Year 5	\$324,729.65	Anniversary of Commencement Date
Contract Year 6	\$331,224.24	Anniversary of Commencement Date
Contract Year 7	\$337,848.73	Anniversary of Commencement Date
Contract Year 8	\$344,605.70	Anniversary of Commencement Date
Contract Year 9	\$351,497.81	Anniversary of Commencement Date
Contract Year 10	\$358,527.77	Anniversary of Commencement Date
Contract Year 11	\$365,698.33	Anniversary of Commencement Date
Contract Year 12	\$373,012.29	Anniversary of Commencement Date
Contract Year 13	\$380,472.54	Anniversary of Commencement Date
Contract Year 14	\$388,081.99	Anniversary of Commencement Date
Contract Year 15	\$395,843.63	Anniversary of Commencement Date
Contract Year 16	\$403,760.50	Anniversary of Commencement Date
Contract Year 17	\$411,835.71	Anniversary of Commencement Date
Contract Year 18	\$420,072.43	Anniversary of Commencement Date
Contract Year 19	\$428,473.87	Anniversary of Commencement Date
Contract Year 20	\$437,043.35	Anniversary of Commencement Date

Contract Year 21	\$445,784.22	Anniversary of Commencement Date
Contract Year 22	\$454,699.90	Anniversary of Commencement Date
Contract Year 23	\$463,793.90	Anniversary of Commencement Date
Contract Year 24	\$473,069.78	Anniversary of Commencement Date
Contract Year 25	\$482,531.17	Anniversary of Commencement Date
Contract Year 26	\$ 492,181.80	Anniversary of Commencement Date
Contract Year 27	\$502,025.43	Anniversary of Commencement Date
Contract Year 28	\$512,065.94	Anniversary of Commencement Date