

<b>REGIONAL TRANSIT AUTHORITY</b>	
<b>Executive Committee Agenda Item: 5</b> <b>Board Meeting Agenda Item:</b>	<b>Staff Contact: Agnes Govern,</b> <b>Director</b> <b>Express Bus/HOV</b>
<b>RESOLUTION NO. 92</b>	<b>Phone Number: 684-1673</b>

**ACTION:**

Board approval of interlocal agreement with Pierce Transit to authorize RTA funding of additional service on Pierce Transit's Tacoma-Seattle Express bus service to address the immediate need for more capacity, while demonstrating to the public the progress on the implementation of Sound Move.

**BACKGROUND:**

As part of the process of approving the Implementation Guide, the Public and Government Affairs Committee reviewed public comments and recommended revisions to the Draft Implementation Guide. Themes among the comments received included the fact that some projects are ready to be implemented now and that RTA needs to show progress on its commitments to the public. Service enhancements to the Tacoma-Seattle Express was one of four projects identified and approved as "First Moves" – the beginning of the implementation of Sound Move. The final Environmental Impact Statement for the Regional Transit System Plan (March 1993), which has been provided to the Board for consideration, evaluated the environmental impacts of the system plan, including increased transit service.

**RELEVANT BOARD POLICIES AND PREVIOUS ACTIONS TAKEN:**

- Adoption of Implementation Guide (May 22, 1997)
- Adoption of First Moves (May 22, 1997)
- Adoption of 1997 Budget (July 24, 1997)

**KEY FEATURES**

- RTA to fund eight (8) one-way weekday, midday, and evening trips and two (2) one-way Saturday evening trips beginning September 15, 1997. Pierce Transit to fund seven additional one-way weekday commute-hour trips beginning September 15, 1997, with RTA to fund these trips beginning January 1, 1998. Four additional trips to be funded by RTA at such time as Pierce Transit and RTA determine sufficient demand exists to justify their operation.
- Pierce Transit to be responsible for day-to-day operation of service; with RTA to be responsible for monitoring quality and effectiveness of service.
- RTA and PT are jointly planning marketing and promotion programs for the initiation of the new service.
- Reimbursement rate of \$55 for each hour of service operated under the terms of this agreement is the sum of the anticipated additional out-of-pocket costs that Pierce Transit will incur as a result of operating the RTA service enhancements. Reimbursable services include the length of time buses are in revenue service,

deadhead time, and layover time, as well as items such as operator wages and fringe benefits, fuel, and maintenance costs.

- Payments for revenues collected by Pierce Transit in excess of those that would be collected without the RTA service will be made to the RTA by Pierce Transit on a quarterly basis.
- Given the nature of this agreement (service enhancements to an existing route) it does not set precedent for any future agreements.

**FUNDING:**

Funding has been included in the 1997 budget for 1997 expenditures related to this agreement. It is expected that the 1998 budget request will include approximately \$542,000 to fund this service.

**ALTERNATIVES:**

Given the nature of this agreement (service enhancements to an existing route, for a limited time period), there are no practical alternatives to present.

**CONSEQUENCES OF DELAY:**

We have been working with our transportation partner, Pierce Transit, to ensure that service can begin September 15, 1997. If approval of this interlocal agreement is delayed, it will place Pierce Transit in the position of beginning additional service without the assurance of funding or canceling the service enhancements that have been planned.

REGIONAL TRANSIT AUTHORITY

RESOLUTION NO. 92

A RESOLUTION of the Board of the Regional Transit Authority for the Pierce, King, and Snohomish Counties region authorizing the execution of an Agreement with Pierce Transit for the Tacoma-Seattle Express bus service.

WHEREAS, the Regional Transit Authority is a governmental entity vested with all powers necessary to implement a high capacity transportation system within its boundaries in King, Pierce, and Snohomish Counties as provided in RCW chs. 81.104 and 81.112; and


WHEREAS, Pierce Transit is a Public Transit Benefit Area, established under RCW chapter 36.57A, vested with powers necessary to construct and operate a public transportation system benefiting Pierce County residents; and

WHEREAS, on November 5, 1996, Central Puget Sound area voters approved local funding for *Sound Move*, the ten-year plan for regional high-capacity transit. The plan includes three new types of regional transportation, which will be integrated with the local transit systems; and

WHEREAS, the environmental impacts of the system plan, including increased transit service, were evaluated in the final Environmental Impact Statement for the Regional Transit System Plan;

NOW THEREFORE BE IT RESOLVED by the Board of the Regional Transit Authority, that the Executive Director of the RTA is hereby authorized to execute an agreement with Pierce Transit to undertake a shared work program to accomplish the Tacoma-Seattle Express bus service in substantially the same form as Exhibit A attached hereto.

ADOPTED by the Board of the Regional Transit Authority for the Pierce, King, and Snohomish Counties region at a regular meeting thereof on the 14<sup>th</sup> day of August, 1997.

  
\_\_\_\_\_  
Bob Drewel  
Board Chair

ATTEST:


  
\_\_\_\_\_  
Marcia Walker  
Board Administrator

EXHIBIT A  
DRAFT

AGREEMENT  
FOR ENHANCEMENTS  
TO THE TACOMA - SEATTLE EXPRESS BUS SERVICE

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 1997, between the Regional Transit Authority (hereinafter referred to as RTA), and Pierce Transit (hereinafter referred to as PT).

1. RECITALS

WHEREAS, RTA is a governmental entity vested with all powers necessary to implement a high capacity transportation system within its boundaries in King, Pierce, and Snohomish Counties as provided in RCW chs. 81.104 and 81.112.

WHEREAS, PT is a Public Transit Benefit Area, established under RCW chapter 36.57A, vested with powers necessary to construct and operate a public transportation system benefiting Pierce County residents.

WHEREAS, on November 5, 1996, Central Puget Sound area voters approved local funding for *Sound Move*, the ten-year plan for regional high-capacity transit. The plan includes three new types of regional transportation that will be integrated with the local transit systems and use a single, regional fare structure. The new facilities and services include:

- **Light rail** — 25-miles of new track with 24 stations in three segments: downtown Seattle north to the University District and potentially to Northgate; downtown Seattle south through Southeast Seattle and Tukwila to SeaTac; and downtown Tacoma to the Tacoma Dome Intermodal Station.
- **Commuter rail** — rush hour passenger service on 81-miles of existing train tracks stretching the north/south length of the district between Everett, Seattle, Tacoma and Lakewood; includes building/improving 14 stations, making track improvements and upgrading a signal control system.
- **Regional Express Bus/HOV Systems** — 20 new regional bus routes operating predominantly on the state's high-occupancy-vehicle lanes; includes building special HOV access ramps to the freeway HOV-lane network and numerous transit facilities such as transit centers and park-and-ride lots.

WHEREAS, it is RTA's intent to begin funding additional service on PT's Tacoma-Seattle Express bus service to address the immediate need for more capacity while ensuring that the costs of providing this service fits within the financial principles outlined in *Sound Move*;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the respective parties hereto, it is mutually agreed as follows:

## 2. PURPOSE

The purpose of this agreement is to outline and establish conditions under which PT will operate public transportation services that are partially subsidized by RTA. It is expressly understood by the parties that this agreement covers only services that are jointly funded by PT and RTA. It is further understood that this agreement will not set precedent for any future agreements between PT and RTA. The scope of this agreement includes:

- Joint funding of additional express bus operations on Pierce Transit Seattle Express.
- Coordination of support services such as public and customer information and marketing.

## 3. GOALS

This is the first step in the RTA's program to establish a network of regional express bus routes within the Puget Sound area. While not fully realized in this Agreement, the Goals of the regional express program, to which both RTA and PT are committed, include:

- A. We will deliver the services within the budget outlined in *Sound Move*.
- B. We will continue to work together to develop a coordinated system of local and regional services that is easy to use and that promotes transit as a viable alternative to the automobile.
- C. We will work together to design and provide regional service 1) to meet the needs of customers, 2) that is fully coordinated with other regional and local services, and 3) that assures attainment of performance standards.
- D. We will continue to work together to develop a seamless transit system that consists of 1) service integration - coordination of services that integrates schedules and routes across system boundaries, 2) an integrated fare structure that provides a common method for pricing trips, especially transfers, that the customer can easily understand, and 3) a uniform method of fare payment (i.e., a common fare media).
- E. We will follow through on the commitment to the voters that new local tax revenues fund high capacity transit (HCT) services and facilities that will increase the overall level of service over that which currently exists and integrate with existing local transit service in a way that supports HCT services.
- F. We will continue to work together to develop a coordinated system of local and regional services that achieves maximum efficiency and cost effectiveness and that avoids duplicative services.

- G. We will work together to ensure that Pierce County receives maximum improvements while the region receives maximum mobility.

#### **4. SPECIFIC OBJECTIVES OF THIS AGREEMENT**

- A. Improve access to regional employment, commercial, social services, and cultural destinations for residents of Pierce and King counties.
- B. Relieve existing overcrowding on the Seattle Express.
- C. Provide new capacity that will permit continued ridership growth.
- D. Increase the public visibility of RTA's regional express bus implementation efforts.

#### **5. INTERGOVERNMENTAL COORDINATION AND COOPERATION**

The accomplishment of the work outlined in this agreement shall be carried out by a team composed of staff designated by both the RTA and PT. Each agency shall identify a central contact for the operation and maintenance of this service throughout the life of this agreement. These staff members shall meet periodically for the purpose of coordinating services being provided under this Agreement.

The parties hereto agree to engage in cooperative planning related to the service identified in Attachment 1, which shall include, but not be limited to; service development, identification of fleet to be used for service, cleanliness of the service, service speed and reliability, service coordination, marketing, and customer information.

##### **5.1 ROLE OF PIERCE TRANSIT**

PT will be responsible for all aspects of the day-to-day operation of service including, but not limited to, route operations, service supervision, dispatch/radio control, maintenance of all bus stops, related amenities and signage located in Pierce County, vehicle maintenance, human resource needs, planning, scheduling, and customer information. PT will be responsible for service design and fare changes for the jointly funded services provided under this agreement. Consultation with RTA will be required prior to final decisions on service and fare changes but authority to operate the service shall remain vested in the Pierce Transit Board of Commissioners.

RTA and PT will jointly plan marketing and promotion programs for the initiation of the new service in September 1977 and the October 1997 opening of the Tacoma Dome Intermodal Station. PT and RTA will also cooperate on placing RTA service identity materials on selected Seattle Express buses. RTA and PT will jointly share responsibility for public information, marketing, and service identity.



PT will maintain the necessary relationships and agreements with the King County Department of Transportation, Transit Division, hereinafter Metro, to ensure efficient and effective operations of the service within the boundaries of King County and which establishes Metro as responsible for maintaining all bus stops, related amenities, and signage located in King County as they might pertain to services covered by this agreement.

**SECTION 5.2 ROLE OF RTA**

RTA will be responsible for policy decisions on service changes where RTA funds are being used to improve the service. Decisions on allocation of financial resources and how those resources will be deployed shall be made solely by the RTA Board. RTA will share responsibility with PT for public information, marketing, and service identity.

**SECTION 5.3 COOPERATION**

RTA and PT will work cooperatively and constructively in making service improvements to jointly funded services during the term of the Agreement. This effort shall include, but not be limited to, consideration of the following factors: coordination of plans for service; operations and fares; plans and policies of jurisdictions which may impact the provision of services; long range plans of RTA and PT; safe, efficient, and effective operation of transit systems; attractiveness of the services to the public; and other such factors that serve the public interest and/or are mutually agreed upon by the parties.

**6. BUDGET AND SCHEDULE OBJECTIVES**

The additional service will begin September 1997, with funding provided by both PT and RTA. In January 1998, the RTA will assume full funding responsibilities for the additional service. For detailed service additions, see Attachment 1. RTA will fund additional service not to exceed \$60,000 for 1997. In 1998, RTA will fund service in an amount not to exceed \$542,000. Any changes that result in costs exceeding this amount will be processed according to adopted RTA policies.

August 1997	Approval and signing of this Agreement
September 1997	Service added to the Tacoma-Seattle Express. Funding shared by RTA and PT.
October 1997	Opening of the Tacoma Dome Intermodal Station with significant publicity highlighting RTA service additions.
January 1998	RTA assumes full funding of the trips added in September 1997.
1998	RTA will fund four additional trips if capacity warrants.

## 7. FUNDING

### A. Reimbursement of Operating Costs

Throughout 1997 and 1998 the RTA will reimburse PT at a rate of \$55 for each hour of service operated under the terms of this agreement. The reimbursement rate is the sum of the anticipated additional out-of-pocket costs that PT will incur as a result of operating the RTA services. Reimbursable services include the length of time buses are in revenue service, deadhead time, and layover time. This includes operator wages and fringe benefits, fuel, and maintenance costs.

The following services will be funded through this agreement:

- Between September 15, 1997 and December 31, 1997  
Reimbursable Weekday service hours - 12.80  
Reimbursable Saturday service hours - 3.00
- Between January 1, 1998 and December 31, 1998  
Reimbursable Weekday service hours - 28.28  
Reimbursable Saturday service hours - 3.00  
Additional service as needed as described in Attachment 1.

Prior to each service change, PT and RTA will meet and jointly determine any changes to the above number of reimbursable hours.

PT will bill RTA at the end of each calendar month for reimbursement of costs incurred. The billing will identify the number of hours operated by PT during the billing period and total calculated costs. Payment will be made by RTA to PT within 20 days of receipt of this billing.

### B. Revenue Sharing

PT agrees to reimburse RTA for revenues collected in excess of those that would be collected without the RTA service, hereafter called RTA revenues. PT expects to collect the following amounts if no supplemental services are added:

Average actual quarterly revenues collected March - May 1997	\$425,294
Expected period revenues September - December 1997 (4 months)	\$581,387
Expected quarterly revenues January - March 1998	\$453,600
Expected quarterly revenues April - June 1998	\$459,808
Expected quarterly revenues July - September 1998	\$464,653
Expected quarterly revenues October - December 1998	\$469,549



RTA revenues are the amount of revenue in excess of this base. This amount will be calculated quarterly, with reimbursement made by PT to RTA. Within sixty (60) days following the close of each calendar quarter, RTA revenues will be determined. Revenues associated with all fare media -- including cash, monthly passes, tickets and tokens -- will be totaled. Payment for the full amount of RTA revenues will be made to RTA.

If the cost of any fare media accepted on the Seattle Express is changed, PT will modify these estimates of expected monthly fare revenues to reflect the anticipated impact of the change.

Beginning in 1998, PT and RTA will meet during the third quarter of each calendar year to determine the Seattle Express trips to be operated as RTA services for the coming year. At the same time, the reimbursement rate and revenue allocation for the coming year will be finalized. Revised service levels and reimbursement rates will comprise an annual amendment to this agreement, as described in Section 13 of this agreement.

## **8. PUBLIC AND COMMUNITY INVOLVEMENT**

RTA and PT shall work cooperatively in identifying, developing, and implementing a public information program on the initiation of RTA service on the Seattle Express. This program will work in concert with PT's public information program on the opening of the Tacoma Dome Intermodal Station. PT shall identify key citizen groups and constituencies to be provided informational materials. RTA shall develop the service image and theme and will work with PT in the design of materials to be used to promote the additional services described in this agreement. RTA shall have final approval of materials to be used regarding new service. PT shall carry out distribution activities with assistance, as necessary from RTA.

## **9. PERFORMANCE MONITORING**

Under the concept of joint funding of service, PT will collect and report the following performance data on a monthly basis. Reports will be distributed to both PT and RTA.

- Ridership
- Service hours and miles (planned and operated)
- Summary of customer comments
- Service interruptions
- Accidents
- Operating costs
- Standard performance indicators including passengers per trip, passengers per hour, and farebox return.
- Operating revenues. (These will be split into PT and RTA revenues based on the formula presented section 7 above.)

PT will provide monthly Seattle Express performance information to the RTA. This data will depict the performance of the route as a whole. In addition, periodic reports on average number of passengers on each trip and market research information will be shared as it becomes available.

## **10. ADMINISTRATION**

All tasks and services undertaken pursuant to this Agreement shall be administered on behalf of RTA by the Regional Bus Program Manager (RTA Project Manager) who will represent the RTA in administering tasks covered by the Agreement, and on behalf of PT by the Director of Development (PT Project Manager), who will represent PT in administering tasks covered by the Agreement.

## **11. DISPUTE RESOLUTION**

- A. The Project Managers shall use their best efforts to resolve disputes and issues arising out of, or related to, the tasks and services covered by this Agreement. The Project Managers shall communicate regularly to discuss the status of the tasks and services to be performed and to resolve any issues or disputes related to the successful performance of this Agreement. The Project Managers will cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any issues or disputes arising during the term of the Agreement.
- B. Each Project Manager shall notify the other in writing of any problem or dispute that the Project Manager believes should be resolved. The Project Managers shall meet within three (3) business days of receiving the written notice in an attempt to resolve the dispute.
- C. In the event the Project Managers cannot resolve the dispute, the RTA Director of Regional Bus/HOV and the Executive Director of PT shall meet and engage in good faith negotiations to resolve the dispute.
- D. RTA and PT agree that they shall have no right to seek relief in a court of law until and unless each of these procedural steps is exhausted.

## **12. INDEMNIFICATION AND RELEASE**

In executing this Agreement, RTA undertakes no responsibility for the safety, fitness, maintenance, repair or safe operation of the transit buses that will be operated by PT pursuant to this Agreement. PT hereby undertakes and assumes the obligation to safely maintain, repair, and operate the transit buses that will be operated by PT pursuant to this Agreement, and PT hereby releases RTA from said obligations.



RTA shall protect, defend (with counsel approved by PT), indemnify, and hold harmless PT and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, damages, and judgments of any nature whatsoever, to the extent caused by or resulting from the performance of this Agreement by RTA, or any act or omission of RTA, its officers, agents, and employees.

PT shall protect, defend (with counsel approved by RTA), indemnify, and hold harmless RTA and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, damages, and judgments of any nature whatsoever, to the extent caused by or resulting from the performance of this Agreement by PT, or any act or omission of PT, its officers, agents, and employees.

### **13. AMENDMENTS**

This Agreement may be amended at any time by mutual written agreement of the parties, provided that said amendments must be approved and signed by the Director of Regional Bus/HOV and PT Executive Director, and provided further that any amendment that in their judgment constitutes a material change to this Agreement must be approved by the RTA Board of Directors and/or by the PT Board of Commissioners.

### **14. RECORDS**

Each party shall maintain records, which accurately reflect all actions taken and services provided pursuant to this Agreement, and all direct and indirect costs incurred in the performance of this Agreement. The RTA shall have the right from time to time to examine the records of PT as they concern RTA revenues and the direct and indirect costs incurred in the performance of this Agreement.

### **15. INSURANCE**

PT agrees to secure and maintain for the duration of the period in which buses are operated pursuant to this Agreement, comprehensive general liability insurance of the same type and in the same amount as is customarily carried by PT to insure the transit buses operated by PT, provided that in no event shall said insurance be in an amount less than \$10,000,000 per occurrence covering personal injuries and property damage. Such insurance shall include coverage for Public Officials Errors and Omissions and shall include RTA as an additional insured. PT shall furnish RTA with certificates of insurance and the endorsements to evidence the insurance required by this Agreement. RTA reserves the right to require complete, certified copies of all required insurance policies at any time. Any deductible or self-insured retention applicable to any insurance policy required by this Agreement shall not limit or apply to PT's liability or obligation to indemnify the RTA under this Agreement.

## **16. ASSIGNMENT**

Neither party shall assign this Agreement or any part thereof without the written consent of the other. Any attempted assignment without said consent shall be void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

## **17. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Washington.

## **18. SEVERABILITY**

If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions unaffected thereby shall remain in full force and effect.

## **19. TERMINATION**

This Agreement may be terminated upon mutual agreement of the parties. It is the intent of PT and the RTA that this Agreement will remain in effect until such time as the RTA assumes funding authority for the entire Seattle Express Service. It may be terminated by either party without further liability or obligation to the other party at an earlier date upon written notice to the other agency's executive director at least 120 days in advance.

## **20. FUTURE AGREEMENTS**

This agreement is for the purpose of providing expanded services as a part of the Tacoma to Seattle Express service currently provided by PT. This agreement is of a temporary nature and shall not be construed as setting precedent in the way RTA and PT will contract to provide services in the future.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first written above.

For Pierce Transit

For Regional Transit Authority

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

ATTEST:

ATTEST:

\_\_\_\_\_  
Name

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Name

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Title

\_\_\_\_\_  
Title



## ATTACHMENT 1

The RTA agrees to fund the operation of the following new services:

- A. Seven (7) one-way weekday commute-hour trips. RTA funding of these services will begin effective January 1, 1998, and will continue for the duration of this agreement. PT will operate and fund these trips from September 15 through December 31, 1997.
- B. Eight (8) one-way weekday midday and evening trips. RTA funding of these services will begin effective September 15, 1997 and will continue for the duration of this agreement.
- C. Two (2) one-way Saturday evening trips. RTA funding of these services will begin effective September 15, 1997 and will continue for the duration of this agreement.
- D. Four (4) one-way weekday commute-hour trips. RTA funding of these services will begin at such time as PT and the RTA determine that sufficient demand exists to justify their operation. Once initiated, RTA funding of these services will continue for the duration of this agreement.