

May 20, 2021 - 3:00 p.m.
Executive Finance Committee Meeting



Meeting Location: Teleconference
Phone: 253-215-8782
Meeting Code: 835 2068 0415

Virtual Meeting Participation:

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. 835 2068 0415, or by accessing <https://us02web.zoom.us/j/83520680415>.

CALL TO ORDER

APPROVAL OF MINUTES: May 21, 2020

CEO'S COMMENTS

ACTION AGENDA:

- | | |
|---|-----------------------------------|
| 1. FS 2021-026 Authority to Execute an Agreement (Contract No. 1202) with Tacoma Arts Live for the Management of Theater Square for Five Years, with the Option to Extend for Two Additional Five-Year Agreements | Janine Robinson
Senior Planner |
|---|-----------------------------------|

PRESENTATIONS/UPDATES:

- | | |
|---|---|
| 1. Biennial Fare Change Review | Lindsey Sehmel
Principal Planner |
| 2. Transit Asset Management Plan (TAMP) Performance Measures and Target Updates | Darin Stavish
Principal Planner |
| 3. Bus Stop Balancing Project Update | Mike Griffus
Chief Operating Officer |

COMMISSIONER COMMENTS

EXECUTIVE SESSION

ADJOURNMENT

**PIERCE TRANSIT
EXECUTIVE FINANCE COMMITTEE MEETING
CONDUCTED VIA ZOOM**

May 21, 2020

MINUTES

CALL TO ORDER

Chair Woodards called the meeting to order at 3:10 p.m.

ATTENDANCE

Executive Finance Committee Commissioners present:

Daryl Eidinger, Vice Chair, City of Edgewood Mayor
(representing Edgewood, Fife and Milton)
Don Anderson, City of Lakewood Mayor
Victoria Woodards, Chair, Mayor of City of Tacoma
Bruce Dammeier, Pierce County Executive

Staff present:

Sue Dreier, Chief Executive Officer
Deanne Jacobson, Clerk of the Board

APPROVAL OF MINUTES

Commissioners Anderson and Eidinger **moved** and seconded to approve the July 18, 2019 meeting minutes as presented.

Motion **carried**, 3-0.

CEO COMMENTS

CEO Dreier reported the following information:

- The Agency will begin collecting fares June 14, 2020;
- The Bus Shop Lobby reopened on May 18 with social distancing practices in place;
- Reported on the status of employees furloughed;
- The Agency is strongly recommending face masks be worn by all patrons. The Agency is in the process of procuring disposable face masks. Operators are required to wear a mask;
- The Agency is in the process of installing plexiglass barriers and/or curtains to provide a barrier between the operator and the public.

A short discussion ensued about the good possibility that Pierce Transit may be eligible to receive reimbursement from Pierce County for costs incurred for unemployment (*Commissioner Dammeier arrived at 3:15 p.m.*) insurance due to COVID-19.

ACTION AGENDA

- 1. FS 2020-026, Authorizing the Chief Executive Officer to Enter into and Execute a Contract with Stemper Architecture Collaborative for Design Engineering Services for the Modernization of Five (5) Elevators at the Tacoma Dome Station in a not to Exceed Amount of \$630,000.**

Senior Planner Monica Adams presented on the item, noting that the elevators are 22 years old and are at the end of their useful life.

Commissioner Eiding raised concerns/questions about the overall costs for the design work.

Ms. Adams reported that the elevators are outdated and there were safety concerns identified. An overall discussion ensued about procuring elevator design and installment contractors under the current market conditions, with the commissioners acknowledging that they are seeing these same high costs in their own respective cities.

Executive Director of Finance stated that Sound Transit is paying for about 75 percent of the cost of this project.

Commissioners Eiding and Dammeier **moved** and seconded to authorize the Chief Executive Officer to Enter into and Execute a Contract with Stemper Architecture Collaborative for Design Engineering Services for the Modernization of Five (5) Elevators at the Tacoma Dome Station in a not to Exceed Amount of \$630,000.

Motion **carried**, 4-0.

DISCUSSION/UPDATE

- 1. 2019 Financial Recap**

Executive Director of Finance Brett Freshwaters reviewed the year-end actuals revenues and expenditures for fiscal year 2019, including actuals for wages and benefits, worker's compensation insurance and unemployment insurance.

2. 2020 Financial Forecast

Executive Director of Finance Brett Freshwaters presented on this item. He noted that Pierce Transit is expecting a loss of revenue between \$28-\$47 million due to the pandemic. He reviewed mitigation actions the Agency is taking to offset the loss such as:

- Service reductions
- Layoffs
- Furloughs
- Essential spending only
- Postponing capital projects
- Receipt of Care Funds
- Use of additional reserves

Mr. Freshwaters noted that there is a lot of uncertainty about how much sales tax will be collected in the upcoming months and the overall true impacts COVID-19 will have on the Agency's budget. He therefore recommended that Pierce Transit postpone adopting a 2022 Budget until the first quarter of 2021, and instead, present a Continuing Resolution for the 2020 Budget for adoption in December 2020.

COMMISSIONER COMMENTS

Commissioner Anderson raised concerns about an upcoming Puget Sound Regional Council Executive Committee agenda item that allocates \$40 million to various agencies in the Puget Sound area, noting that Pierce Transit will receive only 4 percent of the monies. [*The PSRC agenda item was provided to the Commissioners prior to the meeting.*]

Commissioner Anderson noted that this agenda item is on the consent agenda for approval and he plans on requesting that it be moved off of the consent agenda for discussion. [*Commissioner Anderson left the meeting at 3:45 p.m.*]

Discussion ensued and concerns were raised about the lack of allocation of resources from Puget Sound Regional Council for transit in Pierce County.

EXECUTIVE SESSION ~ None.

ADJOURNMENT

There being no further business before the committee, the meeting was adjourned at 3:57 p.m.

Deanne Jacobson
Clerk of the Board

Victoria Woodards, Chair
Executive Finance Committee

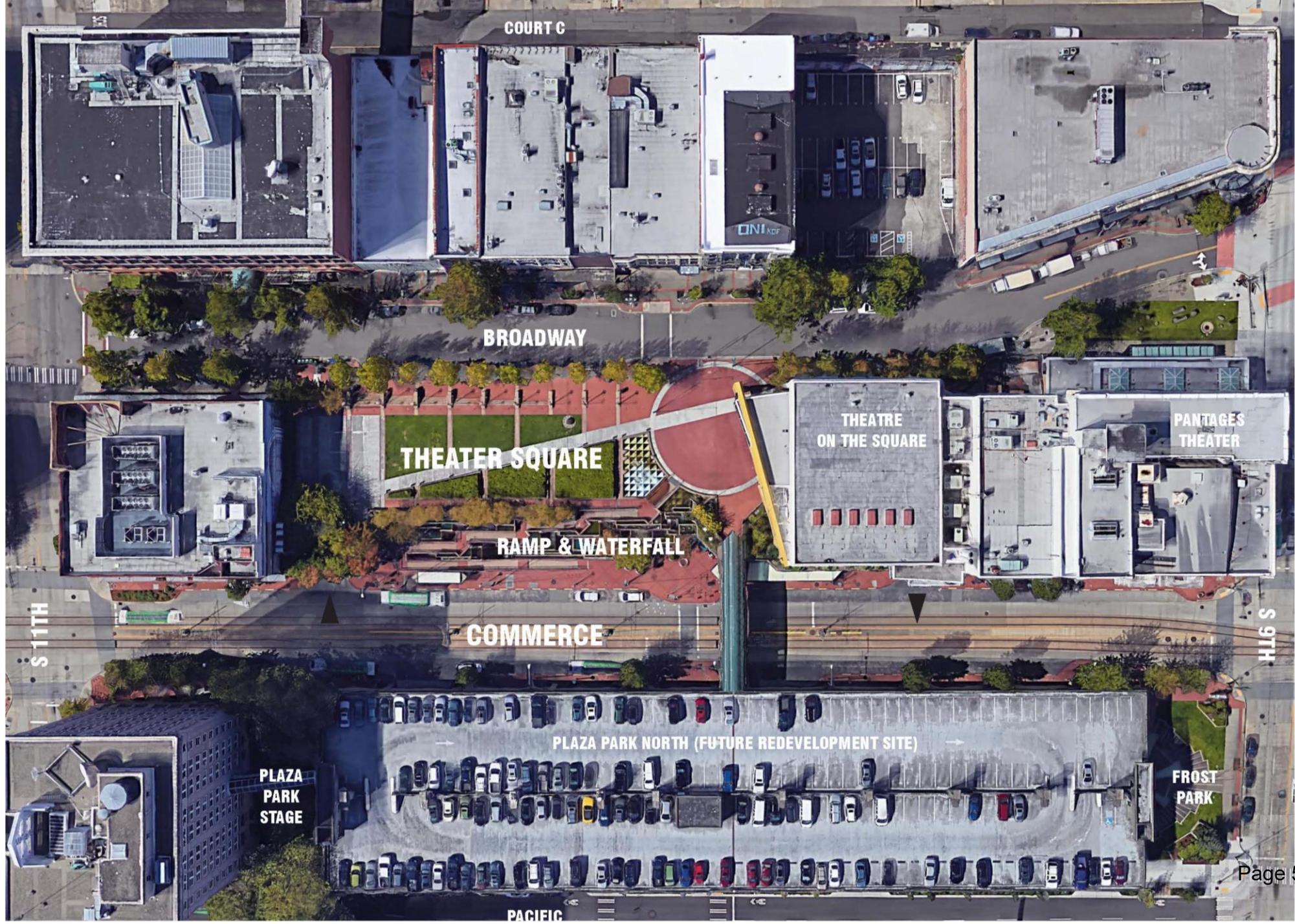


Theater Square Management Agreement

Executive Finance Committee

May 20, 2021

Janine Robinson, AICP



COURT C

BROADWAY

THEATER SQUARE

THEATRE
ON THE SQUARE

PANTAGES
THEATER

RAMP & WATERFALL

COMMERCE

S 11TH

S 9TH

PLAZA
PARK
STAGE

PLAZA PARK NORTH (FUTURE REDEVELOPMENT SITE)

FROST
PARK

PACIFIC



TRANSFORM

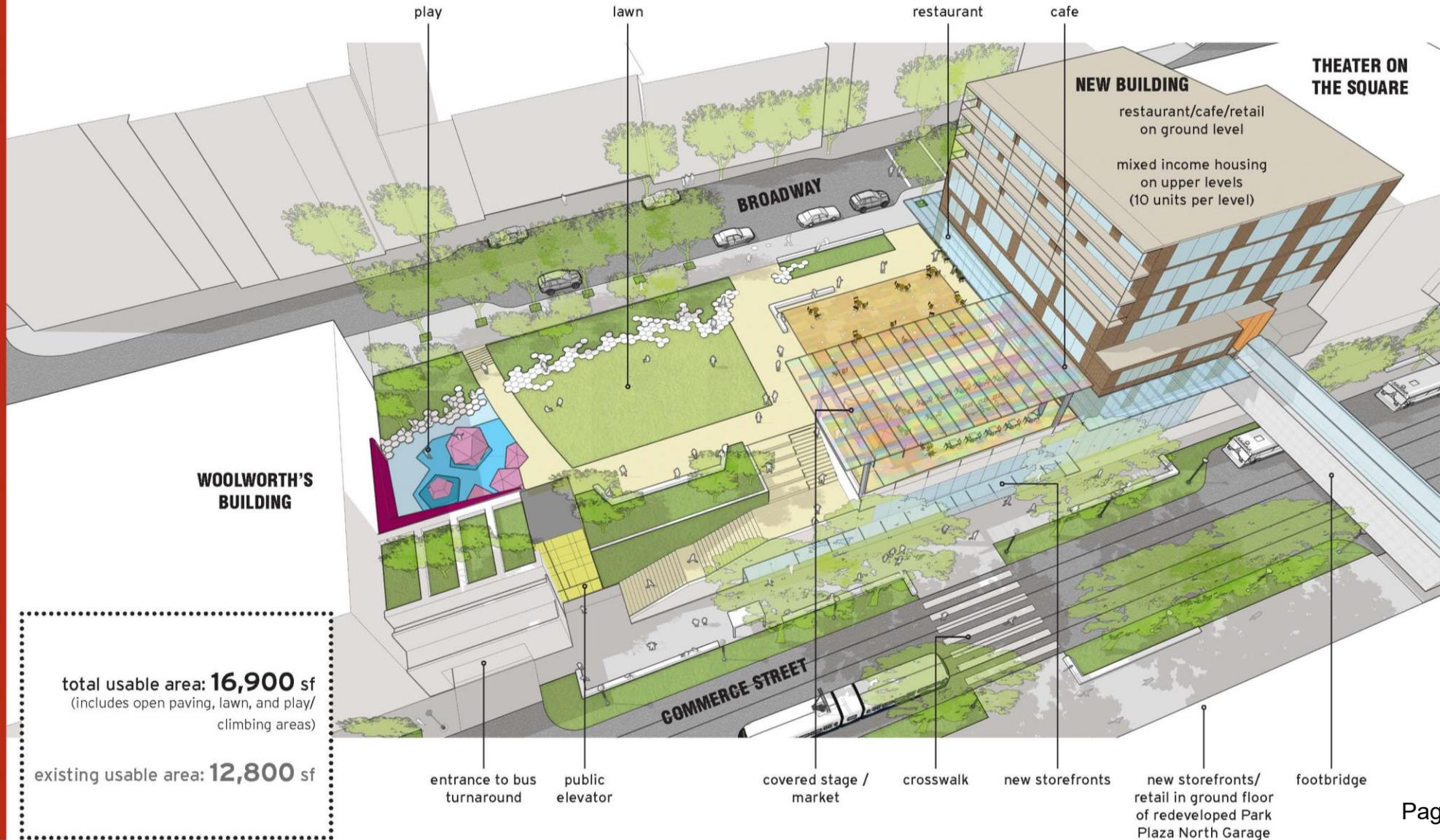
TACOMA THEATER DISTRICT

PLACEMAKING PLAN

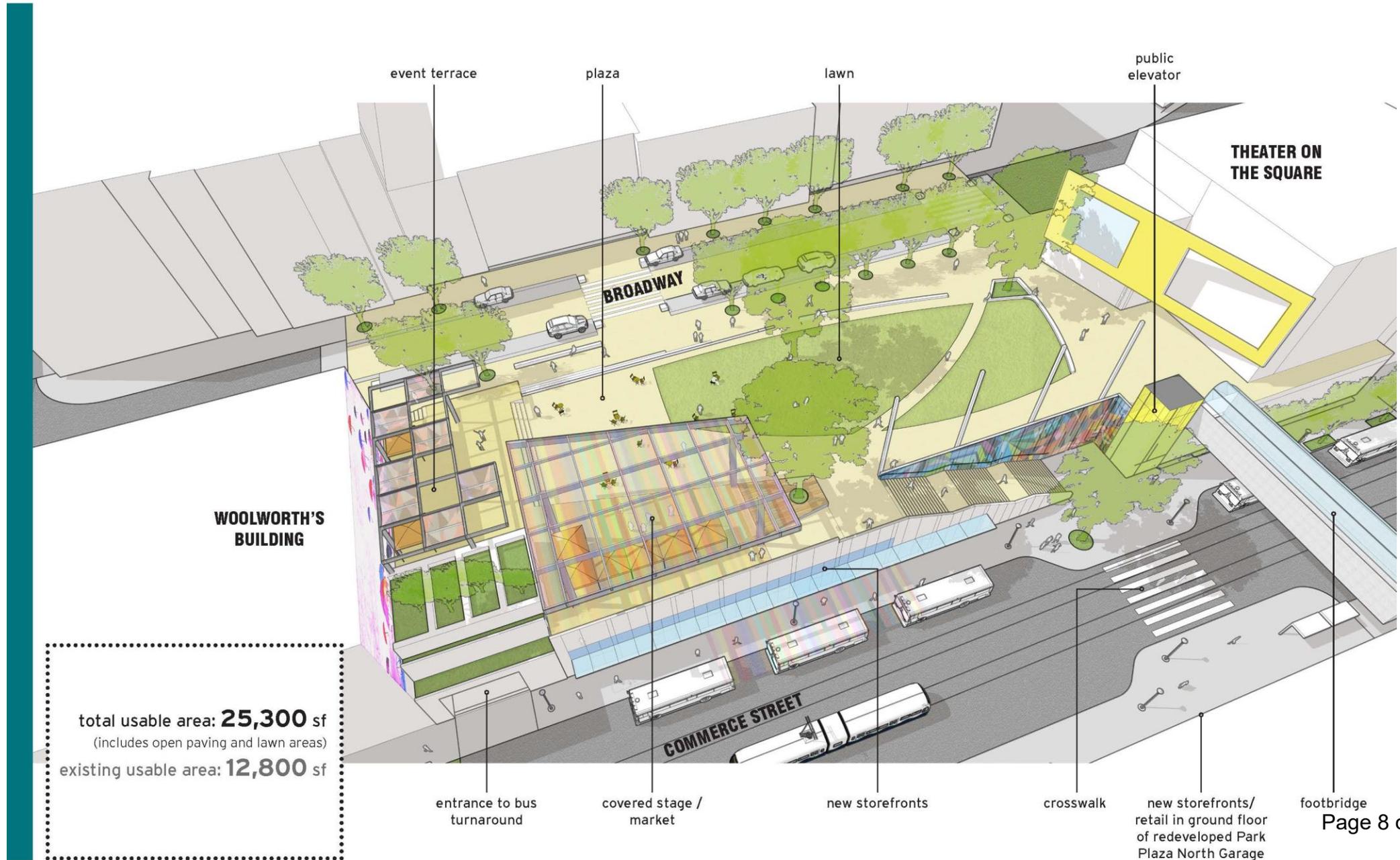
www.tacomatheaterdistrict.com



CONCEPT 1 BIRD'S-EYE VIEW



CONCEPT 2 BIRD'S-EYE VIEW



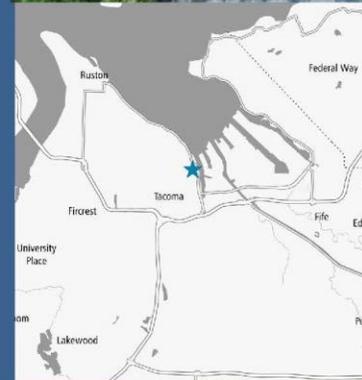
total usable area: **25,300** sf
(includes open paving and lawn areas)
existing usable area: **12,800** sf

REQUEST FOR INTEREST

PUBLIC PLAZA MAINTENANCE, OPERATIONS AND PROGRAMMING

STATEMENTS DUE TO PIERCE TRANSIT BY
MARCH 15, 2021

LOCATION: THEATER SQUARE, 10TH AND BROADWAY, TACOMA, WA 98402



Partnership Opportunity

Pierce Transit is inviting interested parties to submit a statement of interest in maintaining, operating and programming a public plaza in Downtown Tacoma known as Theater Square.

Statements of Interest should include:

- Management Team's qualifications including examples of recent maintenance, operations and programming sites
- Proposed financial plan, including revenue sharing plan
- Organization's financial statements
- Proposed maintenance plan
- Anticipated programming plan
- Local letters of support are welcome but not required

TO SUBMIT A
STATEMENT OF
INTEREST OR
ASK QUESTIONS

JANINE ROBINSON, AICP
SENIOR PLANNER
253.984.8156
JAROBINSON@PIERCETRANSIT.ORG
3701 96TH ST. SW, LAKEWOOD, WA 98499



Tacoma Arts Live Qualifications

- 501c3 Non-profit organization
- Manages three theaters for City of Tacoma since 1979
- Manages the Historic Tacoma Armory
- Programmed events in Theater Square
 - BREW-53
 - Assisted with production of First Night, Cancer Walks, Pride Fest
- Provided independent audit reports, organizational assessment and community impact
- Provided two letters of support from
 - Tacoma Farmers Market
 - Downtown Tacoma Partnership



Tacoma Arts Live Responsibilities

- Manage day-to-day operations and events
- Marketing and advertising
 - web presence
 - promoting broad community use
 - promoting contracted events
- Develop and execute rental procedures and protocols
- Establish box office/ticketing protocols
- Provide daily inspections and janitorial services as needed
 - Trash disposal at least weekly
 - Quarterly power washing
 - Replacing bulbs in lights below 24' high
 - Resolve graffiti and human waste (may need PT involvement)
- Damage repairs due to events



Pierce Transit Responsibilities

- Major facility repairs
- Routine facility maintenance not associated with damage from events
- Utilities
- Access to water and power



Compensation and Revenue Sharing

- Pierce Transit pays TAL \$14,000 per year (\$7,000, 2x per year)
- 5-year term, renewable for two 5-year terms
- 50/50 share of rental fee revenue after first \$12,500
- Annual reconciliation

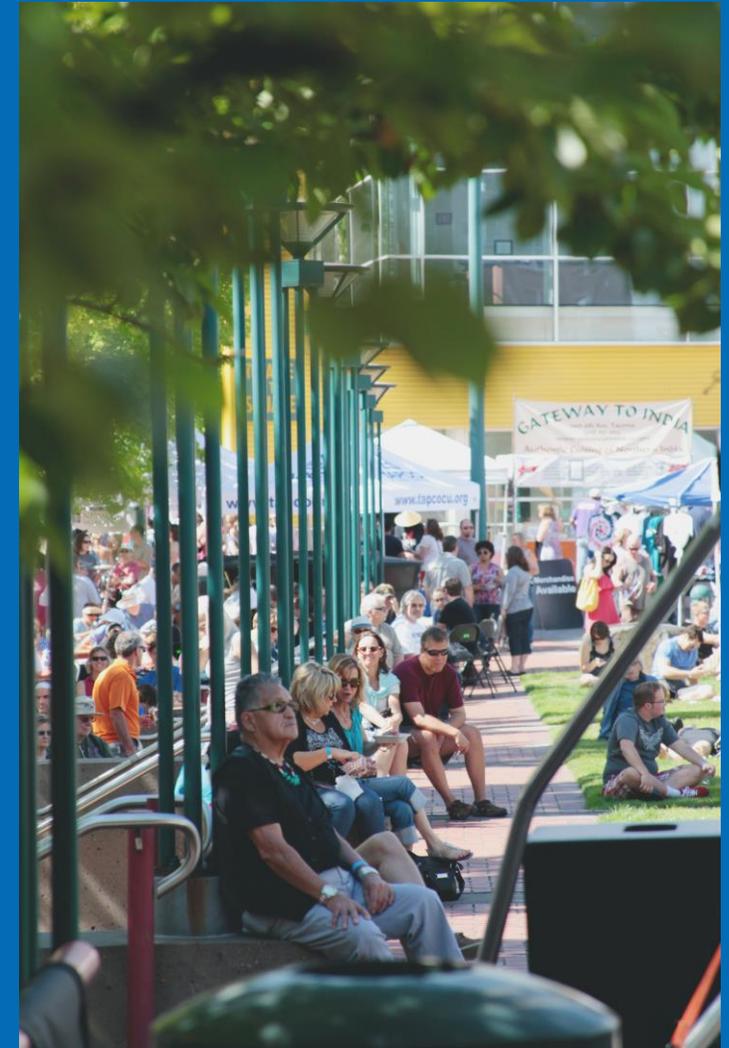


Insurance

- TAL - \$1M per occurrence
- PT as additional insured on TAL liability insurance - \$1M per occurrence, \$2M aggregate

Other:

- Indemnification
- Dispute Resolution





TITLE: Authority to Execute an Agreement (Contract No. 1202) with Tacoma Arts Live for the Management of Theater Square for Five Years, with the Option to Extend for Two Additional Five-Year Agreements

DIVISION: Planning & Community Development

SUBMITTED BY: Janine Robinson, Senior Planner

RELATED ACTION:

Resolution No. 17-009, A Resolution Authorizing the CEO to Enter Into an Agreement with the City of Tacoma to Administer National Endowment for the Arts Grant Funds for Creation of a Culture and Transportation Plan in Tacoma's Theater District and Awarding a Contract to Walker Macy for the Tacoma Theater District Placemaking Project.

ATTACHMENTS: Proposed Agreement

RELATION TO STRATEGIC PLAN: Customer

BUDGET INFORMATION

Is it Budgeted? Yes / No

Project Name or Number: Theater Square Management Agreement

Operating Budget

Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 14,000 per year	The agreement provides for Pierce Transit to pay annual costs to Tacoma Arts Live (TAL) of \$14,000. TAL will pay for custodial and other general maintenance expenses; therefore, Pierce Transit will not incur these budgeted costs. There is also a revenue sharing provision on rental fees which may recover some of the annual base expenditure.
Grant/Other Amounts	\$	
Total Expenditure	\$ 70,000 over 5-year term	

BACKGROUND:

THEATER SQUARE

Tacoma's Theater District is a local and regional destination and is a hub of both cultural and transit activity in downtown. Theater Square, owned and operated by Pierce Transit, is at the center of Tacoma's Theater District and is the primary open space, serving as a neighborhood green space and civic plaza for occasional events.

About three years ago Pierce Transit completed a creative placemaking process, in partnership with the City of Tacoma and Tacoma Arts Live (TAL), to develop the Tacoma Theater District Placemaking Plan (www.tacomatheaterdistrict.com). The project partners shared a vision for a more robust and active downtown: a place

where arts, cultural and civic events are available to residents, workers and visitors. The plan identified opportunities to create a stronger sense of place.

In the extensive arts-oriented and interactive outreach for the project, the partners learned how valued this space is by the community and that they want to see more community-oriented programmed activities which can add significant vibrancy here. The Plan recommended that Pierce Transit explore creative partnerships to aim to achieve this goal.

Pierce Transit currently handles requests for use of any of its facilities, including Theater Square, through a Public Use of Pierce Transit Facilities Permit application process, which is managed by the Community Development Department. We do not charge for use of our facilities nor do we undertake efforts to encourage use of our facilities. For most of our facilities, this is a good approach, however, Theater Square is a valued public space with potential to bring vibrancy to downtown if it were better utilized.

Under the proposed agreement, TAL would process facility requests and agreements for the use of Theater Square.

REQUEST FOR INTEREST

Pierce Transit recently invited interested parties to submit a statement of interest in maintaining, operating and programming Theater Square. We received one submittal in response to our Request for Interest from TAL. The RFI asked for the following:

- Management Team's qualifications including examples of recent maintenance, operations and programming sites
- Proposed financial plan, including revenue sharing plan
- Organization's financial statements
- Proposed maintenance plan
- Anticipated programming plan
- Local letters of support (welcome but not required)

TAL provided a complete and thorough response including letters of support from the Downtown Tacoma Partnership and the Tacoma Farmers Market.

TACOMA ARTS LIVE

Tacoma Arts Live is a 501c3, non-profit organization governed by a volunteer community Board of Trustees and staffed by its Executive Director, David Fischer, who has more than 30 years of administrative leadership. TAL is further supported by a team of highly qualified leadership staff and front-line workers. TAL (previously recognized as Broadway Center for the Performing Arts) has offices located directly adjacent to Theater Square and they demonstrated that they have the ability to take on management of the space, noting the following experience and qualifications:

- TAL manages the City of Tacoma's three theaters at the center of Tacoma's Historic Theater District. As manager, TAL oversees capital improvements, operational maintenance, event staffing, programming, rental support, production equipment, financial accounting and administration. Since 1983, Tacoma Arts Live has generated more than \$30 million of non-municipal revenues toward City assets. Pre-COVID, Tacoma Arts Live helped generate more than 400,000 visitors to the neighborhood annually.
- TAL has managed the Historic Tacoma Armory for more than a decade, providing operational maintenance, event staffing, programming, rental support, production equipment, financial accounting and administration.

- TAL has led special programming in Pierce Transit's Theater Square: For nearly a decade, Tacoma Arts Live has hosted BREW-53, one of the largest craft beer festivals in Washington State, and has assisted for decades in the production of First Night, Cancer Walks, Pride Fest, and other events in the Plaza.
- Tacoma Arts Live financial position remains strong and stable with significant assets and cash flows to navigate the future.
- Additional information including independent audit reports, independent organizational assessment and community impact is available at: www.tacomaartslive.org.

SUMMARY OF TERMS OF THE PROPOSED AGREEMENT

The proposed agreement provides for TAL to:

- Manage the day-to-day operations and events of the Plaza;
- Develop and implement a marketing and advertising plan including a web presence, promoting broad community use of the Plaza, and promoting contracted events in the Plaza.
- Develop and execute rental procedures and protocols;
- Establish box office/ticketing protocols;
- Provide daily inspections and janitorial services as needed, at least weekly including trash disposal, quarterly power washing, replacing bulbs in lights below 24' high. Resolve graffiti and human waste issues, which may need involvement of PT;
- Repair damage to the property arising from events/rentals;
- Pay taxes and fees associated with events/rentals;
- Retain revenue associated with events other than rental fees;
- Consult with PT should TAL consider denying rental or use of the Plaza.

The proposed agreement provides for PT to:

- Continue to cover utilities and major facility repairs;
- Provide access to water and power;
- Pay TAL \$14,000 annually for management, operations and maintenance services;
- Choose to renew the agreement for two additional five-year terms.

Revenue Sharing

The agreement provides for TAL to retain the first \$12,500 in annual rental fees, after which rental fee revenue is shared 50/50 between TAL and PT. This provides an incentive for TAL to create robust community programming.

Existing Janitorial Services

Pierce Transit currently has a janitorial services contract which covers Theater Square and the Commerce Turnaround Facility. The Theater Square portion of the janitorial service contract will be removed from that contract and those duties will be assumed by TAL.

Conclusion

In recent years, many communities have come to realize that management of downtown open spaces requires resources and expertise beyond what a single public agency can provide. Downtown open spaces have also been shown to be more attractive to their communities when arts and community-oriented programming is provided. Given Pierce Transit's focus on providing the best transit service to our community (and not on promoting and programming

events on a downtown public plaza), this creative partnership between our public agency and the non-profit organization, Tacoma Arts Live, will allow the agency to leverage the best of what this public space and TAL's expertise have to offer.

STAFF RECOMMENDATION:

Authorize the CEO to enter into Theater Square Management Agreement #1202 with Tacoma Arts Live.

ALTERNATIVES:

Continue managing Theater Square through the agency's Public Use of Pierce Transit Facilities Permit application process, which provides no revenue potential and little opportunity for enhanced community programming of the Plaza.

PROPOSED MOTION:

Move to: Authorize the Chief Executive Officer to execute an agreement (Contract No. 1202) with Tacoma Arts Live to manage Theater Square for a period of five years with the option to extend for two additional five-year terms.

**THEATER SQUARE
MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2021, by and between TACOMA ARTS LIVE, a Washington nonprofit corporation duly and currently registered and existing in the state of Washington, hereinafter referred to as the “Manager”, and Pierce County Public Transportation Benefit Area (PIERCE TRANSIT), a municipal corporation formed under authority of chapter 36.57A Revised Code of Washington (RCW), hereinafter referred to as the “Owner”. Owner and Manager shall be collectively referred to as the “Parties”.

RECITALS

- A. Manager is recognized for providing events presentation and management, arts education services and maintaining and preserving event facilities in the Puget Sound region.
- B. Owner is recognized as a public transit agency and is the owner of Theater Square (“Plaza”).
- C. Owner desires to engage Manager to provide management services and Manager is willing to perform such services under the terms and conditions of this Agreement.
- D. Manager and Owner desire to memorialize the terms of their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Manager and Owner agree as follows:

AGREEMENT

- 1. **Incorporation of Recitals.** The Parties acknowledge and agree that the above-stated recitals are true and correct to the best of their knowledge and are incorporated as though fully set forth herein.
- 2. **General.** Owner hereby engages Manager to rent, operate, and manage the Plaza, which is located above the Commerce Street Turnaround Facility and south of Theater on the Square, between 9th Street and 11th Street, east of Broadway at the Broadway level only, in Tacoma, Washington 98402, Assessor’s tax parcel number 2009050034. The Plaza consists of the entire plaza at the Broadway level, excluding the area of ramps and fountains east of the Plaza and west of Commerce Street below. The foregoing described Plaza shall be referred to as the “Property”.

Manager shall have the right, duty, and obligation to use and occupy the Property solely for the purpose of carrying out its rights, duties, and obligations under this Agreement. In addition, Manager shall have the power to take all actions necessary to carry out this Agreement, except as specified herein.

3. **Term.** This Agreement shall be effective on June 1, 2021, and shall terminate on May 31, 2026 (“Term”), unless extended or sooner terminated as set forth in this Agreement. The Parties may agree, in writing, to terminate this Agreement prior to the end of the Term.

4. **Option to Renew.** Owner shall have the option to renew this Agreement for two (2) additional five (5) year periods with mutually agreed upon terms. To exercise this option, Owner shall notify the Manager in writing no less than sixty (60) days prior to the end of each five-year period. The Term of this Agreement plus any option to renew shall be collectively referred to as the “Term”.

5. **Community Usage of the Plaza, Rates, Event Day, Permitting.** During the Term of this Agreement, booking and rental of the Property shall be coordinated by the Manager as follows, per Event Day:

- A. Manager may collect rental fees consistent with the rental procedures and protocols described in Paragraph 9(E)(ii). Consideration for multiple use days in a rental contract term, non-profit status, and other definitions that may benefit the public shall be considered in rental pricing.
- B. Manager shall consult with Owner prior to imposing any limitations on the expressive activities associated with a use of the Property and prior to rejecting any request to use the Property, including but not limited to any request for a use that Manager intends to deny because the requester states they cannot comply with requested rental fees or other rental terms such as permitting or insurance requirements. Owner shall retain the final authority to determine whether a proposed use of the Property will be allowed.
- C. Manager may provide event production services and equipment and receive a separate fee for services based on direct negotiations with each renter.
- D. “Event day” means an eighteen (18) hour day in which the Property is open for rental including set-up, event-time and tear-down.
- E. Events may be open to the public, or alternatively, the Manager may hold private events that are closed to the public.
- F. Manager may seek additional partners for maintenance and programming from such agencies as The Downtown Tacoma Partnership and Metro Parks Tacoma, among others.
- G. Manager may provide its own programming events for adults, youth and families.
- H. Events will be required to secure any applicable permits, including through the City of Tacoma Venues and Events Department.

6. **Food and Beverage Service.** Manager may allow renters to sell food and beverage, including alcoholic beverages, to the public subject to the permitting and legal allowances required by the Pierce County Health Department and the Washington State Liquor and Cannabis Board. The Manager is responsible for ensuring that renters or their

vendors have obtained applicable permits prior to engaging in food and beverage sales at the Property. The Manager shall have the right to a fee or a share of sales of food and beverage as mutually agreed upon by the Manager and the renters or vendors.

7. Compensation, Revenue Sharing and Annual Reconciliation.

A. Manager shall be compensated as follows:

i. Manager shall receive \$14,000 per calendar year, paid in two installments of \$7,000 each. The total compensation paid to Manager by Owner will not exceed \$70,000 over the five years of the Agreement Term. The initial installment shall be paid within 30 days of execution of this Agreement, and shall be prorated to cover compensation from June 1, when the Agreement commences, to June 30. Subsequently, the first annual payment shall be made within 30 days of January 1 of each calendar year, and the second annual payment of \$7,000, within 30 days of July 1 of each year, except that the final payment under this Agreement also shall be prorated if the Agreement terminates on a date other than June 30 or December 31. If the Agreement Term is extended pursuant to Paragraph 3 above, the annual compensation amounts stated in this Paragraph shall be increased once at the commencement of each extension term consistent with the April Seattle-Tacoma Consumer Price Index, but not by more than three percent (3%) annually. The Manager shall appropriately invoice for payment to the Owner.

ii. The Manager shall have the right to all revenues other than rent associated with the use of the Property, and will retain any such revenue as agreed with renters.

B. Revenue Sharing and Annual Reconciliation

i. The Manager and Owner shall participate in revenue sharing of rental fees only. The first \$12,500 in rental fees paid each calendar year for use of the Property shall be retained in full by the Manager in order to recoup all annual management costs (“Management Retention”). During years in which this Agreement is in effect for fewer than 365 days, the Management Retention amount shall be prorated to reflect the number of days that this Agreement is in effect. All revenue received each calendar year over and above the Management Retention shall be shared 50%-50% by the Manager and the Owner.

ii. The Manager shall provide the Owner with an annual reconciliation that accounts for annual rental revenue within sixty (60) days of December 31. The Manager shall pay the Owner’s share of rental revenue (if any) concurrent with the annual reconciliation. The Manager shall make payments paid to: Pierce Transit, Attn. Community Development Manager, at 3701 96th Street SW, Lakewood, Washington, 98499.

8. Owner’s Duties and Expenses.

- A. Owner shall, at its sole cost and expense, be responsible for the following:
- i. Owner shall be liable for, and shall pay, any and all amounts for utilities and special services not noted below as Manager's Duties. These expenses shall include, but are not limited to, electricity, gas, water, sewerage, storm water, security system monitoring and non-event related security services. These amounts shall be paid by separate charge billed by the applicable utility company or service provider and paid directly by Owner.
 - ii. Owner shall, at its sole cost and expense, be responsible for all routine maintenance and repair of the Property and Owner shall keep and maintain the Property in good repair and working order. Routine maintenance and repair consists of normal wear and tear and does not include Manager's maintenance duties as set forth in Paragraph 9.D.iv or repair of damage arising from Manager's use of the Property or the use by a renter or vendor as set forth in Paragraph 9.B.
 - iii. All permanent Property improvements not related to a specific event.
 - iv. Ensure access to water and power is available to Manager at mutually agreed-upon levels and junctions.
- B. Owner shall pay and be liable for all taxes levied on the Property, of whatever nature, other than ticket and event fees and taxes and shall indemnify, hold harmless, and defend Manager against any failure by Owner to duly pay such taxes.

9. Manager Duties and Expenses.

- A. The Manager shall manage the day-to-day operations and events of the Property in accordance with this Agreement.
- B. Manager shall ensure that any damage to the Property caused by Manager, a renter, a vendor, or attendees of an event hosted by Manager, a renter, or a vendor is promptly repaired to Owner's reasonable satisfaction.
- C. Manager shall pay all applicable ticket and event fees and taxes, and follow all laws, rules and regulations with regard to activities hosted on the Property.
- D. Manager shall pay for any separately metered water or power used for events at the Property. Separately metered water and/or power refers to water and/or power used by Manager or its renters or vendors at locations where separate meters have been installed for purposes of tracking and billing such amounts to Manager.

E. In consideration for the payments set forth in Paragraph 7.A. and B., Manager shall, in good faith, and with Owner's input prior to implementation, do the following:

i. Develop and implement a marketing and advertising plan, which includes (a) establishing a web presence on the Tacoma Arts Live website and providing a link to the Pierce Transit website to further encourage use of public transit; (b) promoting via the Tacoma Arts Live website use of the Property; and (c) promoting and contracting for events on the Property.

ii. Develop rental procedures and protocols in conjunction with Owner and consistent with this Agreement and with Owner's Public Use of Pierce Transit Facilities Application and Permit, attached hereto as Exhibit A and incorporated by reference ("Owner's Policy"), including any future revisions to Owner's Policy, and ensure compliance with the same. Manager's rental procedures and protocols shall include (a) a broad and transparent rental price program to encourage community use; (b) renter insurance requirements; (c) an event rental contract template; (d) maintaining a booking calendar; (e) developing protocols for the making of rental payments and disbursement of revenue; (f) ensuring compliance with City of Tacoma tax code, WA State Liquor and Cannabis Board regulations, Pierce County Health Department requirements, and any other applicable rules and regulations; and (h) negotiating equipment rental pricing and referral partners.

iii. Establish box office/ticketing protocols as needed.

iv. Provide daily inspections, and provide janitorial services as needed at least weekly including trash disposal, quarterly power-washing the plaza, replacing any lamps/bulbs in light fixtures below 24' high, and frequent monitoring of waste or other potential needs. Manager shall to the best of its ability resolve problems associated with graffiti and human waste on the Property. Should such problems become financially burdensome for Manager, the Owner shall work cooperatively with Manager to find appropriate solutions, which may include a financial contribution from Owner.

10. Property Access.

A. Manager shall make best efforts to manage the capacity of the Property, and in any case shall never exceed capacity as outlined by the Tacoma Fire Department for per square foot occupancy.

B. Owner shall have access to the Property for its governmental purposes provided it does not disrupt Manager's use of the Property for an event as provided in this Agreement. When reasonably possible, and except as provided in Paragraph 10(C), Owner shall coordinate with Manager regarding Owner's use of the Property in advance of that use.

- C. Owner shall have access to the Property for purposes of inspection, ensuring security, and making or facilitating repairs without notice to Manager. Owner has the right to temporarily close all or a portion of the Property to make or facilitate repairs or alterations, however, if reasonably possible such work will be completed so that it does not disrupt Manager's use of the Property.

11. Termination.

- A. Except as provided in this Paragraph 11, this Agreement shall terminate on May 31, 2026, unless Manager and Owner mutually elect to earlier terminate this Agreement pursuant to Paragraph 3 or Owner elects to renew this Agreement pursuant to Paragraph 4.
- B. In the event of a breach of this Agreement, the non-breaching Party shall provide written notice of the breach to the breaching Party. The breaching Party shall have sixty (60) days to cure the breach. If the breaching Party fails to reasonably cure the breach within sixty (60) days after the notice is given, the non-breaching Party may terminate this Agreement immediately and may exercise any remedy provided by law or equity, subject to the limitations set forth in Paragraph 15.
- C. If this Agreement is terminated due to Owner's breach, Owner shall pay to Manager all annual compensation amounts under Paragraph 7(A)(i) that would have been due for that calendar year if the Agreement had not been breached.
- D. Manager may terminate this Agreement if the Property is condemned, subject to eminent domain, permanently closed, or cannot be used for any reason for more than fifteen (15) days in any sixty (60) day period.

12. Limitation of Liability. Owner and Manager agree that neither party shall be liable to the other for any damages (including but not limited to compensatory, consequential, incidental, punitive, or statutory), resulting from or relating in any way to Owner or Manager's acts or omissions. Notwithstanding the foregoing, Owner may seek recovery for damage to the Property. Additionally, Manager and Owner may seek recovery for breach of contract damages. Owner's damages for breach of contract shall be limited to recovery of any amounts paid to Manager under this Agreement.

13. Insurance:

- A. The Manager shall procure and maintain for the duration of this Agreement liability insurance against claims for injuries to persons or damage to property or business losses that may arise from or be in connection with the Manager's acts, errors, or omissions including those of the Manager's

agents, representatives, employees, subcontractors or subcontractor's employees with coverage limits of at least \$1,000,000 per occurrence.

B. Owner shall be named as an additional insured on the following Manager's liability insurance policies and shall provide Certificates of Insurance listing Owner as an additional insured on policies providing the types and minimum limits of coverage as follows:

i. Commercial general liability insurance with no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate coverage, which shall include, but is not limited to, contractual liability, products and completed operations, property damage, personal injury, bodily injury, and employer's liability.

ii. Owner reserves the right to receive a certified and complete copy of all Manager's insurance policies pertinent to this Agreement with all endorsements upon fifteen (15) days' notice.

14. Defense and Indemnification Agreement:

A. To the extent permitted by law, the Manager shall specifically and expressly defend, indemnify, and hold harmless, Owner, its Board members, officers, agents and employees at its own expense from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatsoever kind or nature, including reasonable attorneys' fees and claims by the employees of the Manager arising out of and in connection with performance of this Agreement and the obligations hereunder as a result of Manager's own negligent or wrongful acts or omissions, or the negligent or wrongful acts or omissions of its officers, agents, employees and subcontractors. Manager agrees to appoint counsel acceptable to Owner for defense of any suit, claim or action subject to the defense and indemnity provisions herein. If such suits, claims, actions, losses, costs, penalties, and damages are caused by or result from the concurrent negligence of the Manager and Owner, then this defense and indemnity provision shall be valid and enforceable only to the extent of the Manager's negligence. In instances of alleged concurrent negligence, Manager shall provide a defense to Owner pending the final determination of Manager and Owner's proportionate share of negligence, if any. Further, Manager shall not be required to hold Owner harmless or defend Owner, its Board members, officers, agents, and employees from any and all suits, claims, actions, losses, costs, penalties, and damages arising from the sole negligence of Owner, its officers, agents, and employees. This indemnification obligation shall include, but is not limited to, all claims brought against Owner by an employee or former employee of the Manager.

B. The indemnification provided herein shall apply to and require Manager to defend, indemnify and hold harmless Owner for claims brought by an employee of one party against the other party if said claims are alleged to have arisen from the alleged negligent actions or omissions of the

employee's employer, and in such case, the Manager and Owner, with respect to each other only, waive and will not assert against each other, any immunity under the Washington State Industrial Insurance Act (Title 51 RCW). This waiver is limited to actions by and between the Manager and Owner only and does not extend to the employees of either party. The Manager and Owner expressly do not waive their immunity against claims brought by their own employees.

- C. The Parties' rights and obligations with regard to defense and indemnity survive the termination or expiration of this Agreement.

15. Dispute Avoidance and Resolution

- A. The Parties are fully committed to working with each other throughout the Term of this Agreement and agree to communicate regularly with each other at all times so as to avoid or minimize disputes. The Parties agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a question or controversy. If a question or controversy arises between the Parties concerning the observance, performance, interpretation, or implementation of any of the terms, provisions, or conditions contained herein or the rights or obligations of either Party under this Agreement (a "Dispute"), the Parties each commit to resolving such Dispute in an amicable, professional, and expeditious manner. The Parties further agree that in the event a Dispute arises, they will first attempt to resolve any such Disputes through discussions between representatives of each Party.
- B. The Parties shall attempt to resolve any Dispute as to the interpretation or enforcement of any part of this Agreement first, if reasonably possible, by mediation. The Parties shall make all reasonable efforts to select a mutually agreeable mediator. If the Parties are unable to agree upon a mediator, then the Washington Arbitration and Mediation Service shall select a mediator. No further legal proceedings may be initiated to resolve a Dispute until after the mediator determines that the Parties have reached an impasse and that further mediation would not likely result in success. The Parties shall each pay their own attorney fees and costs for the mediation and one-half of the mediator's fees and costs.
- C. Any mediator or retained arbitrator must be independent, and shall have no prior business or personal relationship with any of the Parties and no prior business or personal relationship with the attorneys, accountants, or other professional advisors of any of the Parties of such nature as to cause actual bias or a reasonable appearance of bias.
- D. Any mediation, litigation, or arbitration shall be brought in Pierce County, Washington, unless the Parties mutually agree on a location outside Pierce County.

16. Miscellaneous Provisions

- A. Assignment. Manager may transfer or assign this Agreement with 60 days written notice and upon written agreement from Owner. If Owner transfers or assigns this Agreement, Manager shall have the right to complete any existing contracts then terminate this Agreement. No transfer or assignment shall be effective until after transferee/assignee's written commitment, delivered to both Parties, that transferee/assignees shall thereafter be responsible for the obligations under this Agreement.
- B. Title to Property. If Owner shall sell, convey, or alienate the Property, or any interest therein, or shall be divested of its title or any interest therein in any manner, whether voluntarily or involuntarily, without the written consent of the Manager, Manager shall have the right to complete any existing contracts then terminate this Agreement.
- C. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Manager shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Any and all employees of Manager or other persons engaged in the performance of any work or services required by Manager under this Agreement shall be considered employees or subcontractors of Manager only and not of Owner.
- D. Public Record. This Agreement and all records provided to Owner by Manager hereunder may be public records subject to disclosure under the Washington State Public Records Act and/or other laws requiring disclosure or discovery of records. In the event Owner receives a request for such disclosure of materials reasonably marked as "Confidential" or "Proprietary", Agency will provide Manager with fifteen (15) days' written notice prior to release of responsive records. The Parties acknowledge that Owner is not liable for any release of records pursuant to public disclosure or discovery laws. The applicability or exercise of any exemption to redact or withhold a record is in Owner's sole and absolute discretion, and Owner is not liable for a good faith production of records under RCW 42.56.060.
- E. Interpretation. This Agreement is governed by, and shall be interpreted in accordance with, the laws of the state of Washington. There are no oral agreements between the Parties affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the Parties with regard to this Agreement.

The Parties affirm that this Agreement is the result of negotiation between the Parties and may not be construed against any Party who may have

drafted some or all of this Agreement. The Parties each had the opportunity to consult with legal counsel prior to signing this Agreement.

- F. Time of Essence. Time is of the essence of this Agreement and each provision hereof.
- G. Venue. Manager and Owner hereby consent and agree that venue of any action brought under, or relating to, this Agreement shall be in Pierce County, Washington, subject to the dispute resolution provisions of this Agreement.
- H. Amendment. This Agreement may not be modified or terminated orally, and no modification, termination, amendment, or attempt at waiver shall be valid unless the same shall be in writing and signed by the Party against whom the Agreement is sought to be enforced.
- I. Notices. Except as otherwise required by law, any notice, demand, or other communication given hereunder, shall be in writing and shall be given by personal delivery or be sent by U.S. Mail or common carrier, or by e-mail and addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this Paragraph, with any postage and other delivery charges prepaid:

TAL: Tacoma Arts Live
Attn: David Fischer, Executive Director
901 Broadway, 7th Floor
Tacoma, WA 98402
Email: davidf@tacomaartslive.org

With a Copy To: Davies Pearson,
Law, P.C.
Attn: Brian M. King
920 Fawcett Ave.
Post Office Box 1657
Tacoma, WA 98401
Fax: (253) 572-3052
Email: bking@dpearson.com

Pierce Transit (Notices): Attn: Janine Robinson, Sr. Planner
3701 96th Street SW
Lakewood, WA 98499
Email: JaRobinson@piercetransit.org

Pierce Transit (Maintenance): Attn: Larry McCarty, Facilities Manager
3701 96th Street SW
Lakewood, WA 98499
Email: LMcCarty@piercetransit.org

- J. Benefit. This Agreement shall be binding on the Parties, their respective heirs, executors, administrators, and assigns.
- K. Entire Agreement. This Agreement is the full and complete agreement of Owner and Manager with respect to all matters covered herein, and all prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. The foregoing sentence shall in no way affect the validity of any instruments executed by the Parties in the form of exhibits attached to this Agreement, if any.
- L. Limited Severability. The Parties each believe that the execution, delivery, and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared illegal, invalid, void, or unenforceable under present or future laws, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect.
- M. Non-Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- N. Counterparts. The Parties may execute this Agreement in counterparts. Facsimile or photocopy signatures, including photocopies transmitted by electronic means, shall be treated the same as original signatures.
- O. Good Faith and Reasonableness. The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inference be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question.
- P. Headings and Wordings. Headings in this Agreement are placed there for convenience only and do not necessarily reflect the full content of the respective paragraphs.
- Q. Representations and Warranties.
- i. Owner represents and warrants to Manager that it has full right, power, and authority to enter into this Agreement and perform in accordance with its terms and provisions; that the persons signing this Agreement on behalf of Owner have the authority to bind Owner and to enter into this Agreement; and that Owner has taken all requisite action and steps to legally authorize the execution, delivery, and performance of this Agreement.

ii. Manager hereby represents and warrants to Owner that it has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions; that the persons signing this Agreement on behalf of the Manager have the authority to bind Manager and to enter into this Agreement; and that Manager has taken all requisite action and steps to legally authorize the execution, delivery, and performance of this Agreement.

SIGNATURES

Owner and Manager hereto knowingly and voluntarily execute this Management Agreement as of the date set forth below.

MANAGER:

OWNER:

Tacoma Arts Live _____
By: _____
Its: _____
Date: _____

Pierce Transit _____
By: _____
Its: _____
Date: _____



Fare Options and Timelines May 20, 2021

Timeline

For January 1, 2022 Implementation



Fare Options

2019 Actuals

\$8,175,101
\$619,801
\$8,794,902

		Curent Cash Fare	Potential Cash Fare	Current PT Monthly Pass	Potential PT Monthly Pass	Projected 2024 Revenue	Annualized increase: 2022 to 2024
Parity \$.25 Local increase and \$.50 Paratransit increase	Adult	\$2.00	\$2.25	\$62.00	\$70.00	\$9,357,911	\$591,405
	Shuttle	\$1.75	\$2.25	\$63.00	\$70.00	\$741,845	\$61,022
						\$10,099,756	\$652,427
Non-Parity \$.25 Across the Board increase	Adult	\$2.00	\$2.25	\$62.00	\$70.00	\$9,364,908	\$594,903.5
	Shuttle	\$1.75	\$2.00	\$63.00	\$72.00	\$757,406	\$68,802.5
						\$10,122,314	\$663,706
Non-Parity \$.50 Local increase and \$.25 Paratransit increase	Adult	\$2.00	\$2.50	\$62.00	\$78.00	\$10,449,676	\$1,137,288
	Shuttle	\$1.75	\$2.00	\$63.00	\$72.00	\$763,032	\$71,615.5
						\$11,212,708	\$1,208,903

No change to Discounted Fares for Youth/Seniors/Disabled (retain \$1.00 Cash Fare and \$2.50 All Day Pass)
Full-Price All Day Pass remains at \$5.00

PT Fare Change History

Timeline	Policy Adopted	Goal/Purpose	Goal Met
2019 September	Offer fare media to Non-Profit 501(c)(3) Human Service Agencies at 50 percent discount. Agencies must give to clients at no charge.	Equity	Yes
2017 September	SHUTTLE cash fare increased from \$1.25 to \$1.75	Parity	No
2016 March	SHUTTLE cash fare increased from \$0.75 to \$1.25	Parity	No
2016 March	Youth/Senior/Disabled cash fare increased from \$0.75 to \$1.00	Farebox Recovery	No
2010 November	Adult cash fare increased from \$1.75 to \$2.00	Farebox Recovery	No

Comparison to Regional Partners

Current Cash Fares	Adult	Paratransit	Youth	Senior	Disabled	Child
<i>Sound Transit Express Bus</i>	\$ 3.25	n/a	\$ 1.50	\$ 1.00	\$ 1.00	free
<i>King County Metro Transit</i>	2.75	1.75	1.50	1.00	1.00	free
<i>Community Transit</i>	2.50	2.50	1.75	1.25	1.25	free
<i>Kitsap Transit*</i>	2.00	2.00 - 3.00	1.00	1.00	1.00	free
<i>Pierce Transit</i>	2.00	1.75	1.00	1.00	1.00	free

** Kitsap Transit adds \$1.00 surcharge to paratransit trips in outlying areas*

Last Updated: 02/12/21

ORCA LIFT

Regional Program Info and Estimated Costs

Eligibility

- Based on household size and income
- 200% of federal poverty level
- Eligibility renewal every 2 years

Administration

- KCM, ST and CT eligibility verification performed through social service offices
- Transit Agencies pay for administration costs (eligibility verification and pass distribution)

Costs

- Administration fees \$500k/year
- Revenue Loss estimated at \$1 to 1.5 million/year



**Pierce
Transit**

Questions or Comments?

TO: Pierce Transit Board of Commissioners – EFC

FROM: Lindsey Sehmel, Principal Planner

DATE: May 17, 2021

SUBJECT: Biennial Fare Change Review - 2021

BIENNIAL FARE REVIEW

Per Pierce Transit fare policy, a fare review should be considered by the Board this year. The following information is presented to provide a summary of information, related to current fare actions that have been adopted by the Board. No action at Board level is necessary should the committee decide they have no interest in a fare increase this cycle.

MAY PIERCE TRANSIT EFC MEETING UPDATE

After presenting the first review of the existing fare policy and proposed methods of fare increases for the Board to consider in April, it was requested Staff return with a schedule for the process should a fare increase be supported by the Board in 2021 to be effective in January 2022. Included in the provided PowerPoint presentation is the primary dates and timeline necessary.

TIMELINE FOR JANUARY 1, 2022 IMPLEMENTATION

- June Board Meeting – Action required if desire is to move forward.
- Staff work on Title VI Equity Analysis – public outreach and engagement
- September Board Meeting – Required Public Hearing on Fare Change Analysis
- October Board Meeting – Board Action on Fare Change
- November 2nd – Final Date to provide notice to ORCA Regional Team
- January 1, 2022 – Effective Date

REQUESTED FEEDBACK

1. Does the EFC believe the Board should have this as an action item for the June Board Meeting recommending an increase in Early 2022? Or;
2. Does the EFC recommend we postpone any fare increase changes this year and request staff to return at the next regular review date per Pierce Transit Policy?





**Proposed State of Good Repair (SGR) Performance Measures & Targets for Capital Facilities, Equipment, and Rolling Stock:
Calendar Years 2022-2025 – April 30, 2021**

Asset Category	Measured by	Revenue Vehicle Type	Performance Measure	Target	
Facilities	Condition		Percent of capital facilities with a condition rating below 3.5 on the TERM Lite scale.	Rehabilitate and restore at least 85 percent of capital facilities to a condition rating of 3.5 or above on the TERM Lite scale by the end of calendar year 2025 (which is the end of the second four-year TAM horizon period).	
Equipment	Age		Percentage of non-revenue, support, and service vehicles that have met or exceeded their Useful Life Benchmark (ULB).	No more than 10 percent of non-revenue, support, and service vehicles will be kept in operation beyond their ULB by the end of calendar year 2025.	
	Condition		Percentage of equipment with a condition rating below 3.0 on the TERM Lite scale.	Update, replace, or upgrade all equipment to a condition rating of 3.0 or above on the TERM Lite scale by the end of calendar year 2025.	
	IT Hardware's adherence to manufacturer defined hardware life cycle.		Percentage of Information Technology hardware in operation that is currently a model/configuration supported by the manufacturer.	Ninety (90) percent of Information Technology hardware will meet the performance measure of being a model/configuration supported by the manufacturer.	
	IT Software's adherence to vendor supported versions and execution platform specifications. *			Percentage of Information Technology software in use that is at a version supported by the software vendor.	Ninety (90) percent of Information Technology software will meet the performance measure of being at a version that is supported by the software vendor.
				Percentage of Information Technology software in use that is running on a platform configuration that meets the software vendor's specifications.	Ninety (90) percent of Information Technology software will meet the performance measure of running on a platform configuration that meets the software vendor's specifications.
Rolling Stock	Age	Fixed Route Motorbus (40-foot) & BRT Articulated Coach (60-foot)	Percentage of revenue vehicles within a particular asset class that have met or exceeded their ULB.	No more than 25 percent of fixed route buses will exceed their 16-year ULB by the end of calendar year 2025.	
		SHUTTLE (Paratransit)		No more than 15 percent of paratransit vehicles will exceed their ULB by the end of calendar year 2025.	
		Vanpool			

		Community Connector (Small Bus)		No more than 10 percent of the other three revenue vehicle types will be kept in operation beyond their ULB by the end of calendar year 2025.
		Rubber Tired Trolley		

*Indicates specific PMs and Targets for IT Equipment under a maintenance agreement that routinely receives software upgrades or is replaced on a regular basis.

The PM and Target were drafted for internal guidance only but will not be submitted to the NTD since they are not required. Instead, we will use them as a footnote in our TAM Plan Update of October 2022.



**Pierce
Transit**

**Bus Stop
Balancing Project
Update**

Mike Griffus

Introduction

- Working on this as a team for around 9 months
- Complete project plan included in packet
- Received 412 comments on 258 stops
- Removal considerations criteria included in packet

Customer/Community Communications

- Social engagement –
 - 19,973 impressions
 - 21 likes
 - 5 replies
 - 10 retweets
- Webpage views – 2,330 page views by 1,847 people
- Presentations to government bodies within the PTBA – 13
- Email messages to those signed up for agency news – 10,000 emails delivered
- Text messages to those subscribed for route alerts – 35,000 text messages delivered
- Emails to those signed up to receive project updates – 51

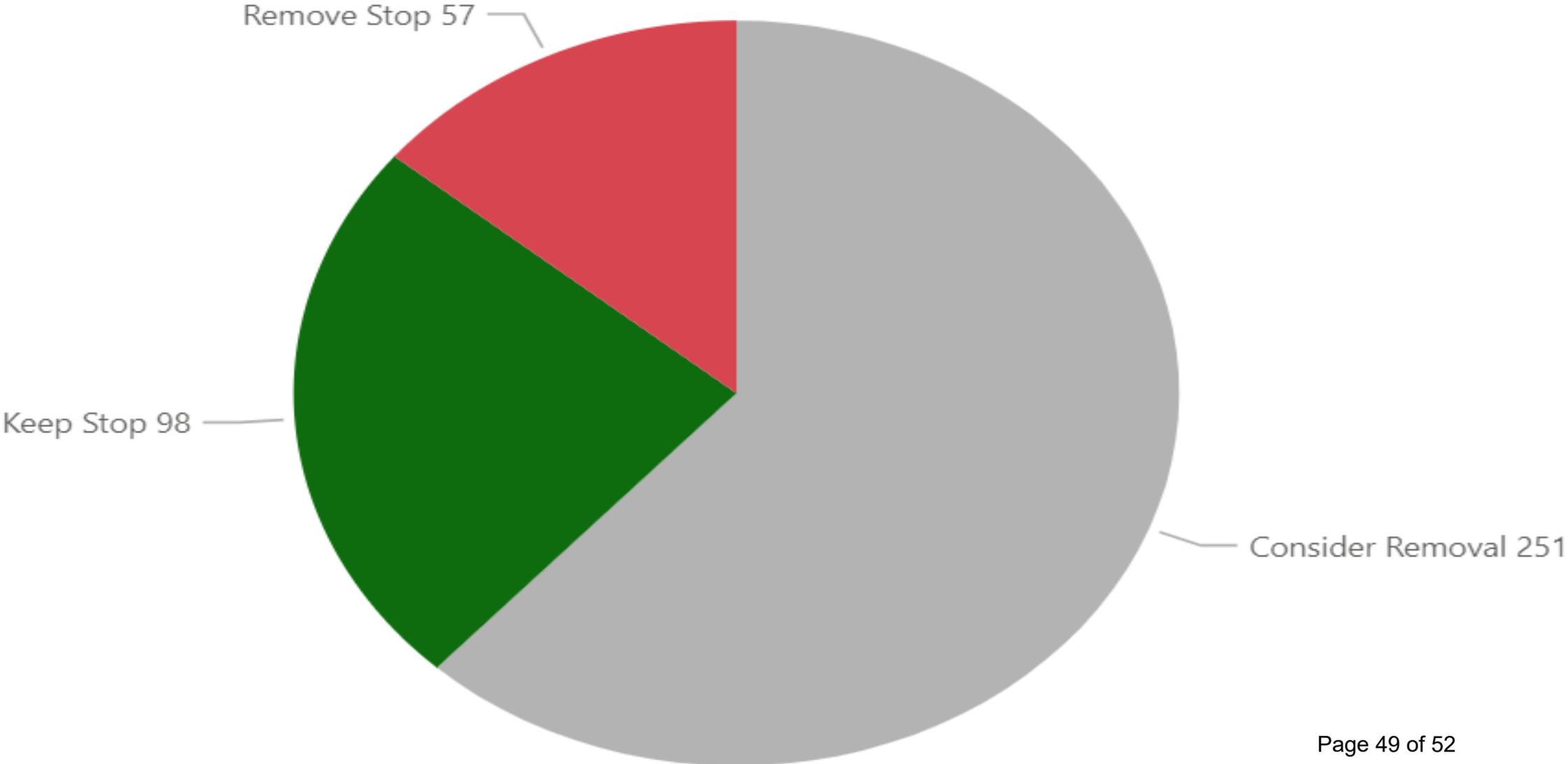
Community Outreach

- Email sent to 51 different organizations
- Presentations to 19 associated companies as listed in the packet
- Outreach to 68 groups
 - 22 of those are groups with mobility challenges

Total Customer Comments

- Requests Received to Keep a Stop – 234 comments (145 stops)
- Requests Granted to Keep a Stop – 171 comments (93 stops)
- Of the 406 stops originally considered for removal
 - 98 stops are marked as “keep”
 - 57 stops are marks as “remove”
 - 251 stops are still awaiting review

POST-REVIEW: REMOVAL STATUS (OF ALL STOPS CONSIDERED FOR REMOVAL)



Other Considerations

- Cost savings analysis by route that will go into the equity analysis going forward
- Will be reviewing stops to determine any developed or redeveloped via land use
 - 5 stops potentially identified to have a land use condition
 - Should be able to identify these by June

Organization	BIPOC	Low Income	Mobility	Organization	BIPOC	Low Income	Mobility
Accessible Communities Advisory Committee - ACAC			x	Nativity House		x	
Allen Renaissance Center		x		Pierce County Aging and Disability Resource Center			x
Asian Pacific Cultural Center	x			Pierce County Coalition for Developmental Disabilities			x
Black Collective	x			Pierce County Community Engagement Task Force			x
Catholic Community Services	x	x	x	Pierce County Coordinated Transportation Coalition*			x
Center for Independence			x	Puyallup Tribe Wraparound Services	x		
Centro Latino	x			Rainbow Center	x		
Consejo Counseling & Referral Service	x			RISE Center		x	
CTANW – Community Transportation Association of the Northwest			x	SHAG		x	
Department of Services for the Blind (DSB) – DSHS			x	Slavic Christian Center	x		
Developmental Disabilities Administration - DSHS			x	Tacoma Area Coalition of Individuals with Disabilities - TACID			x
Division of Vocational Rehabilitation (DVR) – DSHS			x	Tacoma Area Commission on Disabilities - TACOD			x
Eastside Collaborative group	x	x	x	Tacoma Healing Awareness Community - THAC	x		
Equity Action Network	x	x		Tacoma Ministerial Alliance	x		
Hearing, Speech and Deafness Center – HSDC			x	Tacoma Pierce County Health Department			x
HopeSparks		x		Tacoma Transportation Commission			x
Korean Women’s Association	x		x	Tacoma Urban League	x		
Latinx Unidos of the South Sound	x			Tacoma Women of Color Collective	x		
Leaders on Women's Health	x			Trillium – Employment Services for individuals with disabilities			x
Make A Difference Foundation		x		United Way 211 Resources		x	x
MDC Hope		x		UW Autism			x
Morningside Employment Agency			x	VADIS – Employment Services for individuals with disabilities	Page 51 of 52		x
				Vietnamese Buddhist Community	x		

Other Considerations

- Next Steps –
 - Develop rating methodology for equity/mobility impacts
 - Team (including CTAG Member) continues to review comments, rate and make determinations based on feedback
 - Final review of stops recommended for removal to ensure removal makes sense
 - Present final to Board of Commissioners in June