



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 25, 2008

Ordinance 16041

Proposed No. 2008-0118.2

Sponsors Constantine

1 AN ORDINANCE authorizing the county executive to
2 enter into agreements with transit service partners as
3 authorized in Ordinance 15582 and in accordance with
4 Ordinance 15756.

5

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 **SECTION 1. Findings:**

8 A. The Transit Now ordinance, Ordinance 15582, adopted by the council on
9 September 5, 2006, and the subsequent Transit Now proposition approved by the voters
10 in the general election on November 7, 2006, provides funds for new transit services.
11 The Transit Now ordinance also authorizes King County metro transit to enter into
12 certain service partnerships with public and private service partners to add other transit
13 services mutually agreed to by the service partners and metro transit. Two types of
14 service partnerships are authorized by the Transit Now ordinance: direct financial
15 partnerships and speed-and-reliability partnerships.

16 B. According to the Transit Now ordinance, service partnership agreements are
17 intended: to "leverage metro's service resources to increase overall transit service

18 resources"; to be located "where transit service investments will generate the most
19 riders"; to "act as a tool to meet growth targets and improve transit market share to
20 support employee commuting"; and to target but not limit partnerships to designated
21 urban, manufacturing, and industrial centers.

22 C. The Transit Now ordinance establishes the maximum number of annual
23 service hours available for service partnerships, and sets minimum requirements for
24 service partnership proposals to be eligible for service partnership agreements.

25 D. The Transit Now Service Partnership Criteria Ordinance, Ordinance 15756
26 adopted on May 7, 2007, adopts criteria for selecting among eligible applications for
27 entering into service partnerships and establishes a process to solicit proposals from
28 interested parties.

29 E. Fourteen direct financial service partnership and two speed-and-reliability
30 service partnership proposals, set forth in Attachment A to this ordinance, meet the
31 minimum eligibility requirements, are ranked against the priority criteria for such
32 partnerships, and are phased for implementation as adopted in the King County Metro
33 Ten Year Transit Strategic Plan 2007-2016 and Ordinance 15756. Six more speed-and-
34 reliability service partnership proposals, set forth in Attachment B to this ordinance, meet
35 all eligibility requirements and are ranked on a contingency list for implementation
36 should other proposed service partnership agreements not move forward to
37 implementation, or should the county authorize additional hours to the service partnership
38 program as provided in the Transit Now ordinance, Ordinance 15582.

39 SECTION 2. The King County executive is hereby authorized to execute
40 agreements, in substantially the form as the contract templates set forth in Attachments C

41 and D to this ordinance, for those direct financial and speed-and-reliability service
42 partnership proposals identified in Attachment A to this ordinance, by May 15, 2008, for
43 services scheduled to begin in September 2008, and by December 31, 2008, for all other
44 agreements. If agreements are not executed for any of the proposed service partnerships
45 approved herein, or if any agreements for the service partnerships approved herein are
46 terminated prior to their full term, or if the county authorizes additional hours to the service
47 partnership program as provided in the Transit Now ordinance, Ordinance 15582, the King
48 County executive is hereby further authorized to execute agreements for those service
49 partnership proposals on the contingency list, consistent with their evaluation ranking as
50 shown in Attachment E to this ordinance.

51 SECTION 3. The appropriate county officials, agents and employees are hereby
52 authorized to take all actions necessary to implement the service partnership agreements
53 approved herein.

54 SECTION 4. The authority granted in this ordinance is supplemental to all other
55 powers of the county and nothing in this ordinance shall be construed as limiting or
56 restricting any powers or authority conferred upon the county by law.

57 SECTION 5. If any provision of this ordinance or its application to any person or

58 circumstance is held invalid, the remainder of the ordinance or the application of the
59 provision to other persons or circumstances is not affected.

60

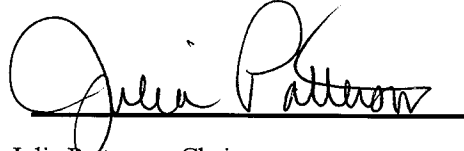
Ordinance 16041 was introduced on 2/25/2008 and passed by the Metropolitan King
County Council on 3/24/2008, by the following vote:

Yes: 9 - Ms. Patterson, Mr. Dunn, Mr. Constantine, Ms. Lambert, Mr. von
Reichbauer, Mr. Ferguson, Mr. Gossett, Mr. Phillips and Ms. Hague

No: 0

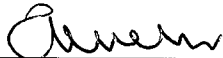
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



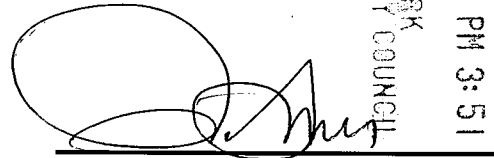
Julia Patterson, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 4 day of APRIL, 2008.



Ron Sims, County Executive

RECEIVED
2008 APR -4 PM 3:51
CLERK
KING COUNTY COUNCIL

Attachments

- A. Service Partnership Agreements Phased for Implementation dated March 19, 2008,
- B. Service Partnership Agreements on Contingency List dated March 19, 2008, C.
- Financial Partnership Agreement Template dated March 19, 2008, D. Speed and
- Reliability Partnership Agreement Template dated March 19, 2008, E. Service
- Partnerships Contingency List

2008-0118
March 19, 2008

ATTACHMENT A

Service Partnership Agreements Phased for Implementation

ATTACHMENT A

Direct Financial Service Partnership Scope of Work Seattle Department of Transportation

A. Monetary Contributions

1. Monetary Contributions to be Made by Service Partner

Service Partner agrees to contribute one-third of the fully allocated cost per year for eight (8) years for additional service on Routes 3, 4, 10, 11, 12, 14, 26, 28, and 44 as defined in the Service Description in Section C of this Attachment A, Part I. The actual annual cost Service Partner agrees to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement. The proportion of the fully allocated annual cost that the Service Partner agrees to pay is specified in Section D of this Attachment A.

Service Partner agrees to contribute one-third of the fully allocated cost per year for seven (7) years for additional service on Routes 2, 13, and 48 as defined in the Service Description in Section C of this Attachment A, Part I. The actual annual cost Service Partner agrees to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement. The proportion of the fully allocated annual cost that each Service Partner agrees to pay is specified in Section D of this Attachment A.

Service Partner agrees to contribute one-third of the fully allocated cost per year for six (6) years for additional service on Routes 5, 7, 8, 60, 70, 74, and 75 as defined in the Service Description in Section C of this Attachment A, Part I. The actual annual cost Service Partner agrees to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement. The proportion of the fully allocated annual cost that each Service Partner agrees to pay is specified in Section D of this Attachment A.

2. Monetary Contributions to be Made by County

The County agrees to operate the service as defined in the Service Description in Section C of this Attachment A and Section 2.1 of this Agreement.

B. Transit Service Enhancements

1. Service Partner agrees to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, Service Partner will contact King County Metro's Market Development group to refine the details of these actions to help assure effective and timely implementation. Service Partner remains responsible for the

cost and implementation of the following actions or similar activities as agreed with Market Development staff:

- a. Promotion
 - Lead the development of a Growth and Transportation Efficiency Center in downtown Seattle.
 - Be an active participant on the Downtown Transportation Alliance and the South Lake Union Mobility Partnership which strive to increase the transit mode split.
 - b. Incentives to employees
 - Implement transportation demand management programs (e.g. Way to Go, One Less Car, In Motion, Commuter Cash).
 - Support Commute Trip Reduction for City of Seattle employees
 - Contract with King County Metro for services to employers located in the City of Seattle.
 - c. Parking management
 - Reduce or eliminate parking requirements for new development within Urban Centers.
 - Convert free on-street parking to paid parking.
 - Implement a city-wide commercial parking tax.
 - d. Other
 - Implement several city-wide roadway improvements intended to move transit more efficiently including: modified signalization, transit signal timing, peak period/peak direction transit lanes, and modified channelization.
2. The County agrees to undertake the following supporting actions:
- a. Additional promotion of service
 - Designate new trips funded by partnership in the bus timetables for the affected routes.
 - Work with Service Partner to promote transit use on the enhanced service routes.

C. Service Description

County and Service Partner agree to share in the cost and responsibilities of adding to service the routes identified in this Attachment A. The intent of these service enhancements is to provide additional trips on routes that serve portions of the City of Seattle Urban Village Transit Network, an element of the Seattle Transit Plan, adopted by the City of Seattle in September 2005 by Resolution 30799. These improvements are expected to attract development that creates livable, walkable neighborhoods that are not reliant on cars; to reduce greenhouse-gas emissions; and to help meet the growing needs of the City's and the County's businesses and residents. The added trips will extend the span of service on portions of Routes 5, 13, 28, 48, 60, and 74; increase service frequency during evenings, nights, and/or

weekends on Routes 7, 44, 48, 60, and 75, and the common portions of Routes 2 and 13, 3 and 4, and 26 and 28; and improve frequency during high-use periods on Routes 2, 3, 4, 8, 10, 11, 12, 13, 14, 26, 28 and 70. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and Service Partner mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization.

D. Service Cost Estimate

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service is determined by the County during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Total annual hours:

2008 Group: 20,678
 2009 Group: 8,833
 2010 Group: 14,882
 All Improvements: 44,393

Total annual miles:

2008 Group: 169,594
 2009 Group: 92,442
 2010 Group: 143,754
 All Improvements: 405,790

Estimated fully allocated annual cost (County's + Service Partners' cost):

2008 Group: \$2,407,877 (based on 2008 fully allocated annual cost)
 2009 Group: \$1,019,111 (based on 2008 fully allocated annual cost)
 2010 Group: \$1,795,548 (based on 2008 fully allocated annual cost)
 All Improvements: \$5,222,536 (based on 2008 fully allocated annual cost)

Service partner's estimated annual share of fully allocated annual cost:

2008 Group: Thirty-three and one-third percent (\$802,626 based on 2008 fully allocated annual cost)
 2009 Group: Thirty-three and one-third percent (\$339,704 based on 2008 fully allocated annual cost)
 2010 Group: Thirty-three and one-third percent (\$598,516 based on 2008 fully allocated annual cost)
 All Improvements: Thirty-three and one-third percent (\$1,740,845 based on 2008 fully allocated annual cost)

E. Benchmarks for Evaluating Route Performance

Metro has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

The 2006 benchmarks for the service additions applicable to this Agreement are as follows:

West Subarea – Peak

Rides/revenue hour: Average – 59.1
 Fare revenue/operating expense: Average – 31%
 Passenger miles/revenue hour: Average - 208
 Passenger miles/platform miles: Average – 11.5

West Subarea - Off-peak

Rides/revenue hour: Average – 55.4
 Fare revenue/operating expense: Average – 26%
 Passenger miles/revenue hour: Average - 157
 Passenger miles/platform miles: Average – 11.8

West Subarea – Night

Rides per revenue hour: Average – 34.3
 Fare revenue/operating expense: Average – 14%
 Passenger miles/revenue hour: Average - 107
 Passenger miles/platform miles: Average - 6.7

Initial performance review for this service will use benchmarks determined using data from the year of implementation.

EXHIBIT 1

2008 Group Preliminary Cost Estimate

Route(s)	Day	Time	Description	Coach type	Est'd Annual Hours	2008 Rate/Hour	Est'd Annual Miles	2008 Rate/Mile	Total Annual Cost
3,4	M-F	midday, evening	Queen Anne, Central District	40' electric	7,294	\$95.57	40,530	\$3.44	\$836,632
10, 12	M-F	peak	Capitol Hill, First Hill	40' electric	1,045	\$95.57	6,109	\$3.44	\$120,902
11	M-F	peak, midday	Madison Park, Capitol Hill	40' diesel	1,803	\$86.28	13,677	\$2.34	\$187,551
14	M-F	peak	Central District, International District	40' electric	973	\$95.57	6,221	\$3.44	\$114,407
26,28	M-F	peak, evening		40-60' diesel	4,176	\$86.34	52,149	\$2.66	\$499,096
28	Sat	evening	Fremont	40' diesel	532	\$86.28	7,793	\$2.34	\$64,125
28	Sun	midday, evening		40' diesel	1,830	\$86.28	22,914	\$2.34	\$211,480
44	M-F	night		60' electric	1,608	\$96.23	10,686	\$4.75	\$205,499
44	Sat	night	Ballard, Wallingford, University District	40' electric	275	\$95.57	1,837	\$3.44	\$32,607
44	Sun	evening, night		40' electric	1,142	\$95.57	7,678	\$3.44	\$135,577
Subtotals					20,678		169,594		\$2,407,877
					Estimated King County Contribution		\$1,605,251		
					Estimated City of Seattle Contribution		\$802,626		

2009 Group Preliminary Cost Estimate

Route(s)	Day	Time	Description	Coach type	Est'd Annual Hours	2008 Rate/ Hour	Est'd Annual Miles	2008 Rate/Mile	Total Annual Cost
2,13	M-F	peak, evening	First Hill, Queen Anne	40' electric	1,193	\$95.57	8,798	\$3.44	\$144,307
48	M-F	all times	Rainier Beach, University District, North Seattle	40-60' diesel	5,598	\$86.34	61,870	\$2.66	\$647,698
48	Sat	all times		40' diesel	635	\$86.28	7,022	\$2.34	\$71,209
48	Sun	all times		40' diesel	1,407	\$86.28	14,752	\$2.34	\$155,897
Subtotals					8,833		92,442		\$1,019,111

Estimated King County Contribution

\$679,407

Estimated City of Seattle Contribution

\$339,704

2010 Group Preliminary Cost Estimate

Route(s)	Day	Time	Description	Coach type	Est'd Annual Hours	2008 Rate/ Hour	Est'd Annual Miles	2008 Rate/Mile	Total Annual Cost
5	M-F	peak, evening	Greenwood	40-60' diesel	749	\$86.34	10,894	\$2.66	\$93,610
7	M-F	night		60' electric	1,786	\$96.23	16,977	\$4.75	\$252,515
7	Sat	night	Rainier Beach, Columbia City, International District	60' electric	479	\$96.23	5,214	\$4.75	\$70,860
7	Sun	a.m., evening, night		60' electric	2,187	\$96.23	16,716	\$4.75	\$289,862
8	M-F	peak	Queen Anne, South Lake Union, Capitol Hill	40' diesel	1,100	\$86.28	4,996	\$2.34	\$106,595
60	M-F	evening	Capitol Hill, Georgetown, White Center	40' diesel	1,456	\$86.28	11,811	\$2.34	\$153,247
60	Sat	all times		40' diesel	779	\$86.28	14,654	\$2.34	\$101,480
60	Sun	all times		40' diesel	853	\$86.28	16,626	\$2.34	\$112,477
70	M-F	peak	South Lake Union, University District	40' electric	2,400	\$95.57	8,451	\$3.44	\$258,462
74	M-F	night		40' diesel	610	\$86.28	6,472	\$2.34	\$67,766
74	Sat	a.m., night	University District, Fremont, Seattle Center	40' diesel	296	\$86.28	4,637	\$2.34	\$36,384
74	Sun	a.m., evening, night		40' diesel	401	\$86.28	9,772	\$ 2.34	\$57,449
75	M-F	all times	Lake City, Northgate, Ballard	40-60' diesel	804	\$86.34	6,601	\$ 2.66	\$86,955
75	Sat	all times		40' diesel	146	\$86.28	1,016	\$2.34	\$14,973
75	Sun	all times		40' diesel	836	\$86.28	8,887	\$2.34	\$92,914
Subtotals					14,882		143,724		\$1,795,548
					Estimated King County Contribution		\$1,197,032		
					Estimated City of Seattle Contribution		\$598,516		

Full Implementation Preliminary Cost Estimate (All Routes)

Estimated King County Contribution	\$3,481,690
Estimated City of Seattle Contribution	\$1,740,845
TOTAL Estimated Cost	\$5,222,536

ATTACHMENT A

Direct Financial Service Partnership Scope of Work
City of Issaquah
City of Redmond
City of Sammamish
Microsoft Corporation

A. Monetary Contributions

1. Monetary Contributions to be Made by Service Partners

Service Partners agree to contribute one-third of the fully allocated annual cost per year for five (5) years for additional service on Route 269 as defined in Service Description in Section C of this Attachment A. The actual annual cost the Service Partners agree to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement. The proportion of the fully allocated annual cost that each Service Partner agrees to pay is specified in Section D of this Attachment A.

2. Monetary Contributions to be Made by County

The County agrees to operate the service as defined in Service Description in Section C of this Attachment A and Section 2.1 of this Agreement.

B. Transit Service Enhancements

1. Service Partners agree to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, Service Partners will contact King County Metro's Market Development group to refine the details of these actions to help assure effective and timely implementation. Service Partners remain responsible for the cost and implementation of the following actions or similar activities as agreed with Market Development staff:

City of Issaquah

- Continue to offer development incentives which take into account the availability of transit such as allowing parking credits (reductions) for the incorporation of shuttle service and if an applicant can demonstrate pedestrian, bicycle, or mass transit use by employees or customers.

- The City’s Resource Conservation Office will continue to promote transit-oriented development as a green building strategy and encourage transit ridership as a sustainable living element.
- Continue to support the creation of an affordable housing project adjacent to the Issaquah Highlands Park-and-Ride.
- Continue to provide Commute Trip Reduction incentives and promote transit ridership, both generally for errand and commuting transportation, and specifically for its “Salmon Friendly Commuting” program that promotes alternatives to single-occupancy travel both in and out of the city for businesses and residents.
- Continue to review and develop transportation demand management strategies such as parking limits, pedestrian access improvements, and connectivity to transit.

City of Redmond

- Support the proposal through the R-TRIP program between King County Metro, the Greater Redmond Transportation Management Association, and the City of Redmond through employer and commuter outreach, incentives, and employer marketing of Route 269 and other commute alternatives.
- Implement an Overlake Growth and Efficiency Center as part of its CTR program.
- Update the Overlake Neighborhood Plan to reinforce transit-oriented development in the Overlake Urban Center.

City of Sammamish

- Provide transit information on City Web site and in City newsletter about new service on Route 269, connections available at nearby park-and-ride facilities and King County Metro’s online Trip Planner.
- Publish a transit article in the City newsletter to demonstrate benefits of transit ridership and highlight employer transportation programs.
- Promote transit use at community events.
- Consider placing display advertisements in Sammamish Review to promote transit use.
- Consider promotions such as “Thanks a Latte” during the first month of new 269 service in which the first 100 people who board the bus and fill out a survey on the new service would be eligible to receive a prize for using the service.
- Seek opportunities to distribute free ride tickets to citizens.
- Conduct outreach to local employers to promote ridership to their employees.
- Provide transit routing information for City events.

Microsoft Corporation

- Actively market the expanded Route 269 service to employees living in Redmond, Sammamish and Issaquah.

- Continue to support this service through the provision of subsidized fare media to employees, hosting transportation-related promotional events on-site, and other elements of the company's Commute Trip Reduction program.

2. The County agrees to undertake the following supporting actions:

Additional Promotion of Service

- Designate new service funded by partnership in the bus timetables for the affected routes.
- Work with Service Partners to promote transit use on the enhanced service routes.

C. Service Description

County and Service Partners agree to share in the cost and responsibilities of adding to service on route 269. Peak direction, peak period frequency will be increased to 20 minutes. At a later date, an express variant to reduce travel time may be investigated. The service will initially operate with a standard 40-foot diesel coach. The proposed improvement would provide additional commuting options, particularly for residents of the Cities of Sammamish and Issaquah, by improving peak period, peak-direction service frequency to and from the Overlake Urban Center. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and Service Partners mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization.

D. Service Cost Estimate

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service is determined by the County during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Total estimated annual hours: 4,157

Total estimated annual miles: 85,791

Estimated 2008 fully allocated annual cost (County's + Service Partners' cost):
\$565,178

City of Issaquah annual share of fully allocated annual cost:
Three and one-third percent (\$18,840 based on 2008 fully allocated annual cost)

City of Redmond annual share of fully allocated annual cost:
Ten percent (\$56,520 based on 2008 fully allocated annual cost)

City of Sammamish annual share of fully allocated annual cost:
Ten percent (\$56,520 based on 2008 fully allocated annual cost)

Microsoft Corporation annual share of fully allocated annual cost:
Ten percent (\$56,520 based on 2008 fully allocated annual cost)

The actual annual cost Service Partners agree to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement.

E. Benchmarks for Evaluating Route Performance

Metro has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

The benchmarks for the service additions applicable to this Agreement are as follows:

East Subarea – Peak

Rides/revenue hour: Average – 26.1

Fare revenue/operating expense: Average – 14%

Passenger miles/platform miles: Average – 7.00

Passenger miles/revenue hour: Average - 225

EXHIBIT 1

Preliminary Cost Estimate

Route	Day	Direction	Time	Description	# of trips	Est'd hours	Rate/hour	Est'd miles	Rate/mile	Total Cost
269	M-F	North	All Day	Issaquah to Overlake	6	2,468	\$208,719	52,692	\$131,203	\$339,922
269	M-F	South	All Day	Overlake to Issaquah	4	1,689	\$142,839	33,099	\$82,417	\$225,256
Subtotal					10	4,157	\$351,569	85,791	213,620	\$565,178

King County Metro Transit contribution \$376,778
 Partner contribution \$188,400

ATTACHMENT A
Direct Financial Partnership Scope of Work
City of Kent

A. Monetary Contributions

1. Monetary Contributions to be Made by Service Partner

The City of Kent agrees to contribute one-third of the fully allocated cost for five (5) years of new service on Route 913 as defined in the Service Description in Section C of this Attachment A. The actual annual cost the Service Partner agrees to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement. The proportion of the fully allocated annual cost that the Service partner agrees to pay is specified in Section D of this Attachment A.

2. Monetary Contributions to be Made by County

The County agrees to operate the service as defined in Service Description, in Section C of this Attachment A and Section 2.1 of this Agreement.

B. Transit Service Enhancements

1. Service Partner agrees to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, Service Partner will contact King County Metro's Market Development group to refine the details of these actions to help assure effective and timely implementation. Service Partner remains responsible for the cost and implementation of the following actions or similar activities as agreed with Market Development staff:

City of Kent

a. Promotion

- Promote the new service through articles in the IN BOX utility bill insert, the Kent Reporter, and the monthly CTR newsletter.
- Advertise the new service on the City's Web site, TV stations (Kent TV21), and Community Calendar.
- Continue to encourage greater use of enhanced transit service, through encouraging use of programs such as FlexPass.
- Meet with Neighborhood Councils for each of the neighborhood groups along this route and write an article to be distributed in the newsletter of those who have monthly newsletters.

b. Facility Improvements

- Continue to work with the developer of the Riverview community to assure transit amenities are provided. Some amenities such as shelters, a bus pullout, and walking paths have already been provided.

2. The County agrees to undertake the following supporting actions:

a. Additional Promotion of Service

- Designate new trips funded by partnership in the bus timetables for the affected routes.
- Work with Service Partners to promote transit use on the affected routes.

C. Service Description

County and Service Partner agree to share in the cost and responsibilities of adding new service on Route 913. Route 913 will operate between downtown Kent and S 212th Street via James Street, Lakeside Boulevard, S 228th Street/S 231st Street, and Riverview Boulevard S. The intent of the new service on Route 913 is to provide service to developed neighborhoods in northwest Kent and new residential development in southeast SeaTac. Both routes would allow riders to make trips by transit that are not currently available. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and Service Partner mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization.

D. Service Cost Estimate

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service is determined by the County during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Total annual hours: 7,807

Estimated fully allocated annual cost (County's + Service Partner's cost):
\$616,128.44 (based on 2008 fully allocated annual cost)

City of Kent's estimated annual share of fully allocated annual cost:
Thirty-three and one-third percent (\$205,376.15 based on 2008 fully allocated annual cost)

E. Benchmarks for Evaluating Route Performance

Metro has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are

grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

The 2006 benchmarks for the service additions applicable to this Agreement are as follows:

South Subarea – DART

Rides per revenue hour: Average – 17.4

Fare revenue/operating expense: n/a

Passenger miles/revenue hour: Average - 53

Passenger miles/platform miles: Average – 3.46

Initial performance review for this service will use benchmarks determined using 2011 data.

EXHIBIT 1

Preliminary Cost Estimate

						2008 DART		
Route	Day	Direction	Time	Description	# of trips	Est'd hours	Rate/hour:	Total Cost
913	M-F	north	6:00 to 7:00	S 212th St to Kent Station	26	6,480	\$511,401.60	\$511,401.60
913	M-F	south	6:30 to 7:00	Kent Station to S 212th St	28			
913	Sa	north	6:00 to 7:00	S 212th St to Kent Station	26	1,327	\$104,726.84	\$104,726.84
913	Su	south	6:30 to 7:00	Kent Station to S 212th St	28			
Subtotal					54	7,807	\$616,128.44	\$616,128.44
					King County Metro Transit contribution			\$410,752.29
					City of Kent contribution			\$205,376.15

ATTACHMENT A
Direct Financial Partnership Scope of Work
City of Auburn
Pierce Transit

For the purpose of defining the responsibilities of the three partners, this attachment is divided into two parts:

- Part I. Lakeland Hills (Partners are King County, Pierce Transit and the City of Auburn).
- Part II. Routes 910 and 919 (Partners are City of Auburn and King County).

The table in the appendix to this attachment depicts the overall cost estimates as a combined partnership.

I. Lakeland Hills Partnership

A. Monetary Contributions

1. Monetary Contributions to be Made by Service Partners

Pierce Transit agrees to provide three 25-foot transit “Bus Plus” vehicles (two active vehicles, one spare vehicle) for the service as described in this attachment. In addition, Pierce Transit agrees to operate the service and dispatch and maintain the vehicles.

The City of Auburn and Pierce Transit agree to contribute a combined total of approximately \$175,307 per year for five years of service on a new Lakeland Hills commuter route as defined in Service Description of this Attachment A, Part I. The actual annual cost the Service Partners agree to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement. Rates for per-hour and per-mile cost will be based on Pierce Transit’s fully allocated rate for “blended” (both directly operated and contracted) SHUTTLE service.

2. Monetary Contributions to be Made by County

The County will advertise the new service via its normal marketing channels, including timetables in customer service kiosks throughout King County, Metro Transit’s Web site and information signs at bus stops. There will be marketing information available at the Auburn Sounder Station.

B. Transit Service Enhancements

- 1. Service Partners agree to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager. Such additional actions shall be implemented no later than two (2)

years from the effective date of this Agreement. At least six months prior to the start of the new services, Service Partners will contact King County Metro's Market Development group to refine the details of these actions to help assure effective and timely implementation. Service Partners remain responsible for the cost and implementation of the following actions or similar activities as agreed with Market Development staff:

City of Auburn

a. Promotion

Provide promotional materials about shuttles to the Lakeland community.

This would be accomplished through:

- Quarterly neighborhood direct mailings.
- Press releases in local newspapers.
- Advertising on local TV 21.
- Bus maps, timetables, and bike maps.
- Assistance in commute planning provided on the City of Auburn Web site.

b. Parking Management

Assist King County Metro and Pierce Transit in securing additional park-and-ride stalls/locations to support the Lakeland Hills feeder service.

Pierce Transit

a. Promotion

Pierce Transit will advertise the new service via its normal marketing channels, and will include the service information in Pierce Transit timetables and on Pierce Transit's Web site.

2. The County agrees to undertake the following supporting actions:

a. Additional Promotion of Service

Work with Service Partners to promote transit use on the affected routes.

C. Service Description

King County, Pierce Transit and the City of Auburn agree to share in the cost and responsibilities of new Lakeland Hills service. The Lakeland Hills feeder will operate between Lake Tapps Parkway and Auburn Station, with one-way service to the station in the a.m. peak and from the station to Lakeland Hills in the p.m. peak. The intent of the new service on the Lakeland Hills feeder is to provide peak service to connect residential areas to Auburn Station to facilitate transfers to Sounder commuter rail, Sound Transit express bus service, and Metro bus service. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and Service Partners mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization.

D. Service Cost Estimate

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service is determined by the County during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Pierce Transit will provide three 25-foot transit "Bus Plus" vehicles. These vehicles will be considered a part of Pierce Transit's financial contribution, resulting in a reduction in Pierce Transit's share of service costs. The cost of the vehicles will be calculated at \$58,436 per year for each of the five years of this agreement.

Total annual hours: 3,848

Estimated fully allocated annual cost (County's + Service Partners' cost): \$292,179

City of Auburn's estimated annual share of fully allocated annual cost:

Forty percent (\$116,871 based on 2008 fully allocated annual cost)

Pierce Transit's estimated annual share of fully allocated cost:

Twenty percent (\$58,436 based on 2008 fully allocated annual cost)

The cost of service will be determined by Pierce Transit's fully allocated rate for "blended" (both directly operated and contracted) SHUTTLE services.

Farebox revenues will be applied to operating costs; they will be equally divided between King County and Pierce Transit, and King County's share of farebox revenue will be reimbursed to King County as part of Pierce Transit's reimbursement to the county.

E. Benchmarks for Evaluating Route Performance

Metro has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

The 2006 benchmarks for the service additions applicable to this Agreement are as follows:

DART Peak (Applies to Lakeland Hills service)

Rides per revenue hour: Average – 22.6

Fare revenue/operating expense: n/a
Passenger miles/revenue hour: Average – 54
Passenger miles/platform miles: Average – 3.32

Initial performance review for this Lakeland Hills service will use benchmarks determined using 2009 data.

II. Routes 910 and 919

A. Monetary Contributions

1. Monetary Contributions to be Made by Service Partner

The City of Auburn agrees to contribute approximately \$100,000 per year for five years of service on Route 910 and Route 919 as defined in the Service Description in Section C of this Attachment A, Part II. The actual annual cost the Service Partner agrees to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement.

2. Monetary Contributions to be Made by County

The County agrees to operate the service as defined in Service Description, in Section C of this Attachment A and Section 2.1 of this Agreement.

B. Transit Service Enhancements

1. Service Partner agrees to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, Service Partner will contact King County Metro's Market Development group to refine the details of these actions to help assure effective and timely implementation. Service Partner remains responsible for the cost and implementation of the following actions or similar activities as agreed with Market Development staff:

City of Auburn

a. Promotion

Provide promotional materials about shuttles to the senior community. This would be accomplished through:

- Quarterly neighborhood direct mailings.
- Direct advertising to seniors via the Auburn Senior Center.
- Press releases in local newspapers.
- Advertising on local TV 21.
- Provide bus maps, timetables, and bike maps.

- Assistance in commute planning provided on the City of Auburn Web site.
- b. Other Incentives
 - Provide a \$50/month subsidy transit pass for city employees for use of bus, vanpool, and rail.
 - Provide covered bicycle lockers for city employees.
 - Provide showers and lockers for employees who bicycle, walk, or motorcycle.
 - Provide a Guaranteed Ride Home program to city employees.
 - Provide five HOV stalls for city employee parking.

2. The County agrees to undertake the following supporting actions:

- a. Additional Promotion of Service
 - Work with Service Partner to promote transit use on the affected routes.

C. Service Description

Routes 910 and 919 will be created through splitting the existing Route 919 and expanding service into two separate components. Route 919 will be modified into a community shuttle connecting 40th Street NE and I Street NE to the YMCA and Supermall area via Auburn Station. Route 910 will assume the southern portion of the existing Route 919 and will connect the Dogwood neighborhood, Auburn Senior Center, and Auburn Station via Auburn Way S. The intent of the enhanced service on Route 919 is to provide service to connect residential areas to major trip generators via Auburn Station. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and Service Partner mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization.

D. Service Cost Estimate

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service is determined by the County during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Total annual hours: 2,763

Estimated fully allocated annual cost (County's + Service Partners' cost): \$218,055.96

City of Auburn's estimated annual share of fully allocated annual cost:

Forty-five percent (\$100,000 based on 2008 fully allocated annual cost)

E. Benchmarks for Evaluating Route Performance

Metro has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

The 2006 benchmarks for the service additions applicable to this Agreement are as follows:

DART Off-Peak

Rides per revenue hour: Average – 17.4

Fare revenue/operating expense: n/a

Passenger miles/revenue hour: Average - 53

Passenger miles/platform miles: Average – 3.46

Initial performance review for Routes 910 and 919 will use benchmarks determined using 2010 data.

Preliminary Cost Estimate

Route	Day	Direction	Time	Description	# of trips	Est'd hours	Rate/hour Pierce Transit "blended" cost: \$75.93	Total Cost
LH	M-F	north	5:00 a.m. - 8:00 a.m.	Lakeland Hills to Auburn Station	7	3,848	\$292,178.64	\$292,178.64
LH	M-F	south	4:00 p.m. - 6:30 p.m.	Auburn Station to Lakeland Hills	7			
Subtotal					14	3,848	\$292,178.64	\$292,178.64
					King County Metro Transit contribution			\$116,871.46
					City of Auburn contribution			\$116,871.46
					Pierce Transit contribution			\$58,435.73
					DART Rate/hour: \$78.92			
919	M- Sa	north	6:00 a.m. to 4:30 p.m.	YMCA to 40th St NE	9	2,763	\$218,055.96	\$218,055.96
919	M- Sa	south	6:30 a.m. to 4:30 p.m.	40th St NE to YMCA	9			
Subtotal					18	2,763	\$218,055.96	\$218,055.96
					King County Metro Transit contribution			\$118,055.96
					City of Auburn contribution			\$100,000.00
Total					32	6,611		\$510,234.60
					King County Metro Transit contribution			\$234,927.42
					City of Auburn contribution			\$216,871.46
					Pierce Transit contribution			\$58,435.73

ATTACHMENT A
Direct Financial Partnership Scope of Work
City of Federal Way

A. Monetary Contributions

1. Monetary Contributions to be Made by Service Partner

The City of Federal Way agrees to contribute one-third of the fully allocated cost for five (5) years of additional service on Route 187 as defined in the Service Description in Section C of this Attachment A. The actual annual cost the Service Partner agrees to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement. The proportion of the fully allocated annual cost that the Service Partner agrees to pay is specified in Section D of this Attachment A.

2. Monetary Contributions to be Made by County

The County agrees to operate the service as define in Service Description, in Section C of this Attachment A and Section 2.1 of this Agreement.

B. Transit Service Enhancements

1. Service Partner agrees to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, Service Partner will contact King County Metro's Market Development group to refine the details of these actions to help assure effective and timely implementation. Service Partner remains responsible for the cost and implementation of the following actions or similar activities as agreed with Market Development staff:

City of Federal Way

- a. Promotion
 - Provide a press release.
 - Provide information on the city Web site.
 - Provide information to CTR network employers.
2. The County agrees to undertake the following supporting actions:
 - a. Additional Promotion of Service
 - Designate new trips funded by partnership in the bus timetables for the affected route.
 - Work with Service Partner to promote transit use on the affected route.

C. Service Description

County and Service Partner agree to share in the cost and responsibilities of adding to service on Route 187. On weekdays, Route 187 will be upgraded to 30-minute service all day between 5:00 a.m. and 7:30 p.m. with 60-minute service until 11:15 p.m.. On Saturdays, Route 187 will be upgraded to 30-minute Saturday service between 5:15 a.m. and 7:30 p.m., with 60-minute service until 11:15 p.m. The service will operate with a 30-foot diesel coach. The intent of the new service is to provide better connections in off-peak hours to Federal Way's city center and local, core, and regional transit routes. The service implemented will be generally consistent in scope and service levels following any required public outreach and King County Council authorization and may vary from this description should County and Service Partner mutually agree to implement alternative service of similar scope.

D. Service Cost Estimate

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service is determined by the County during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Total annual hours: 4,460

Total annual miles: 38,094

Estimated fully allocated annual cost (County's + Service Partner's cost):

\$455,468.02 (based on 2008 fully allocated annual cost)

City of Federal Way's estimated annual share of fully allocated annual cost:

Thirty-three and one-third percent (\$151,822.67 based on 2008 fully allocated annual cost)

E. Benchmarks for Evaluating Route Performance

Metro has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

The 2006 benchmarks for the service additions applicable to this Agreement are as follows:

South Subarea – Peak (applies to weekday trips from 6 – 9 a.m. and 3 – 6 p.m.)

Rides per revenue hour: Average – 37.8

Fare revenue/operating expense: Average – 21%

Passenger miles/revenue hour: Average – 320

Passenger miles/platform miles: Average – 10.74

South Subarea – Off-peak (applies to weekday trips before 6 a.m., from 9 a.m. - 3 p.m., and after 6 p.m.; applies to all trips on Saturday and Sunday)

Rides per revenue hour: Average – 37.6

Fare revenue/operating expense: Average – 17%

Passenger miles/revenue hour: Average – 227

Passenger miles/platform miles: Average – 11.45

Initial performance review for this service will use benchmarks determined using 2009 data.

EXHIBIT 1

Preliminary Cost Estimate

Route	Day	Direction	Time	Description	# of trips	Est'd hours	2008		Est'd miles	2008		Total Cost
							Rate/hour 30' Coach: \$83.93	Rate/mile 30' Coach: \$2.13		Rate/hour 30' Coach: \$83.93	Rate/mile 30' Coach: \$2.13	
187	M-F	north	7:30 a.m. – 3:30 p.m.	Federal Way Transit Center to Twin Lakes Federal Way	8	2,000	\$167,860.00	\$50,206.23	23,571	\$50,206.23	\$218,066.23	
187	Sa	north	5:15 a.m. – 11:15 p.m.	Federal Way Transit Center to Twin Lakes Federal Way	15	1,075	\$90,224.75	\$19,272.24	9,048	\$19,272.24	\$109,496.99	
187	Su	north	5:15 a.m. – 11:15 p.m.	Federal Way Transit Center to Twin Lakes	18	1,385	\$116,243.05	\$11,661.75	5,475	\$11,661.75	\$127,904.80	
Subtotal											\$455,468.02	
											King County Metro Transit contribution	
											City of Federal Way contribution	
											\$303,645.35	
											\$151,822.67	

**DIRECT FINANCIAL SERVICE PARTNERSHIP AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF FEDERAL WAY
ROUTE 187**

ATTACHMENT A
Direct Financial Partnership Scope of Work
City of Kent
City of Renton

A. Monetary Contributions

1. Monetary Contributions to be Made by Service Partners

The Cities of Kent and Renton agree to contribute one-third of the fully allocated cost for five (5) years of additional service on Route 153 as defined in the Service Description in Section C of this Attachment A. The actual annual cost the Service Partners agree to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement. The proportion of the fully allocated annual cost that each Service Partner agrees to pay is specified in Section D of this Agreement.

2. Monetary Contributions to be Made by County

The County agrees to operate the service as defined in Service Description, in Section C of this Attachment A and Section 2.1 of this Agreement.

B. Transit Service Enhancements

1. Service Partners agree to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, Service Partners will contact King County Metro's Market Development group to refine the details of these actions to help assure effective and timely implementation. Service Partners remain responsible for the cost and implementation of the following actions or similar activities as agreed with Market Development staff:

City of Kent

a. Promotion

- Promote the new service to businesses through the Chamber of Commerce.
- Promote the new service through articles in the IN BOX utility bill insert, the Kent Reporter, and the monthly CTR newsletter.
- Advertise the new service on the City's Web site and TV stations, Kent TV21.
- Continue to encourage greater use of enhanced transit service, through encouraging use of programs such as FlexPass.

b. Facility Improvements

- Continue with project to construct street and signal improvements to increase efficiency of transit service in the Central Avenue/East Valley Highway corridor.

City of Renton

a. Promotion

- Promote new service using media outlets including TV, Web site, and print (local newspapers, utility bill inserts).
- Outreach to 3 tiers of users: employers (CTR and non-CTR sites), business leagues (e.g. Chamber of Commerce, Downtown Association, Renton Connection), and community service groups/neighborhood associations (e.g. Kiwanis).
- Promote services through the City's pilot program for transit center security and Downtown Visitor's Assistance program.

2. The County agrees to undertake the following supporting actions:

a. Additional promotion of service

- Designate new trips funded by partnership in the bus timetables for the affected routes.
- Work with Service Partners to promote transit use on the affected routes.

C. Service Description

County and Service Partners agree to share in the cost and responsibilities of adding midday service on Route 153, operating 30-minute headways between approximately 9 a.m. and 3 p.m. The service will operate with a 30-foot diesel coach. The intent of the service enhancements on Route 153 is to provide midday service along Lind Avenue Southwest and East Valley Road and connect employers, retail, and residential development in the corridor. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and Service Partners mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization.

D. Service Cost Estimate

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service are determined by the County during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Total estimated annual hours: 3,900
Total estimated annual miles: 50,018

Estimated fully allocated annual cost (County's + Service Partners' cost):
\$433,865.34 (based on 2008 fully allocated annual cost)

City of Kent's 2008 estimated annual share of fully allocated annual cost:
Sixteen and two-thirds percent (\$72,310.89 based on 2008 fully allocated
annual cost)

City of Renton's 2008 estimated annual share of fully allocated annual cost:
Sixteen and two-thirds percent (\$72,310.89 based on 2008 fully allocated
annual cost)

E. Benchmarks for Evaluating Route Performance

Metro has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

The 2006 benchmarks for the service additions applicable to this Agreement are as follows:

South Subarea – Off-peak (midday)

Rides per revenue hour: Average – 37.6
Fare revenue/operating expense: Average – 17%
Passenger miles/revenue hour: Average – 227
Passenger miles/platform miles: Average – 11.45

Initial performance review for this service will use benchmarks determined using 2008 data.

EXHIBIT 1

Preliminary Cost Estimate

Route	Day	Direction	Time	Description	# of trips	Est'd hours	2008		Total Cost
							Rate/hour 30' Coach: \$83.93	Rate/mile 30' Coach: \$2.13	
153	M-F	north	9:00 – 3:00	Kent Station to Renton Transit Center	12	3,900	\$327,327.00	\$106,538.34	\$433,865.34
153	M-F	south	9:00 – 3:00	Renton Transit Center to Kent Station	12				
Subtotal					24	3,900	\$327,327.00	\$106,538.34	\$433,865.34
							King County Metro	Transit contribution	\$289,243.56
							City of Kent	contribution	\$72,310.89
							City of Renton	contribution	\$72,310.89

ATTACHMENT A
Direct Financial Partnership Scope of Work
City of Redmond
Microsoft Corporation

A. Monetary Contributions

1. Monetary Contributions to be Made by Service Partners

The City of Redmond and Microsoft Corporation agree to contribute one-third of the fully allocated annual cost per year for five (5) years for additional service on Route 644 as defined in the Service Description in Section C of this Attachment A. The actual annual cost the Service Partners agree to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement. The proportion of the fully allocated annual cost that each Service Partner agrees to pay is specified in Section D of this Attachment A.

2. Monetary Contributions to be Made by County

The County agrees to operate the service as defined in Service Description, in Section C of this Attachment A and Section 2.1 of this Agreement.

B. Transit Service Enhancements

1. Service Partners agree to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, Service Partners will contact King County Metro's Market Development group to refine the details of these actions to help assure effective and timely implementation. Service Partners remain responsible for the cost and implementation of the following actions or similar activities as agreed with Market Development staff:

City of Redmond

- Will support the proposal through the R-TRIP program between King County Metro, the Greater Redmond Transportation Management Association, and the City of Redmond through employer and commuter outreach, incentives, and employer marketing of Route 644 and other commute alternatives.
- Will implement an Overlake Growth and Efficiency Center as part of its CTR program.
- Will update its Overlake Neighborhood Plan to reinforce transit-oriented development in the Overlake Urban Center.

Microsoft Corporation

- Will actively market the expanded Route 644 service to employees living in Kirkland, Kenmore and unincorporated areas served by the route.
- Will continue to support this service through the provision of subsidized fare media to employees, hosting transportation-related promotional events on-site and other elements of the company's Commute Trip Reduction program.

2. The County agrees to undertake the following supporting actions:

a. Additional Promotion of Service

- Designate new service funded by partnership in the bus timetables for the affected routes.
- Work with Service Partners to promote transit use on the affected routes.

C. Service Description

The County and Service Partners agree to share in the cost and responsibilities of operating Route 644. The service will operate weekdays from Kenmore to Overlake Transit Center via the Kingsgate neighborhood, Willows Road NE and 148th Avenue NE. The service will provide five inbound trips in the a.m. peak period, five outbound trips in the p.m. peak period, and will initially operate with 40-foot standard diesel coaches. Route 644 will provide a commuter linkage between the North King County communities of Kenmore, Finn Hill, and Kingsgate as well as employment destinations in the Overlake Urban Center and along Willows Road NE. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and Service Partners mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization.

D. Service Cost Estimate

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service are determined by the County during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Total estimated annual hours: 4,750

Total estimated annual miles: 79,250

Estimated fully allocated annual 2008 cost (County's + Service Partners' cost):
\$599,376

City of Redmond annual share of fully allocated annual cost:
16.6 percent (\$99,896 based on 2008 fully allocated annual cost)

Microsoft's 2008 estimated annual share of fully allocated annual cost:
16.6 percent (\$99,896 based on 2008 fully allocated annual cost)

E. Benchmarks for Evaluating Route Performance

Metro has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

A group of routes will have both "strong" and "below minimum" performance routes, as defined by thresholds based on the average performance of the group. Performance thresholds for evaluation are set for three years to allow comparison of route performance year to year. Routes at the extremes of performance are considered for changes. Routes with "strong performance" are considered for expansion; "below minimum performance" routes are evaluated for changes to improve performance, or for discontinuation if performance does not improve after changes are tried.

The 2006 benchmarks for the service additions applicable to this Agreement are as follows:

East Subarea –Peak

Rides per revenue hour: Average – 26.1
Fare revenue/operating expense: Average – 14%
Passenger miles/platform miles: Average – 7.00
Passenger miles/revenue hour: Average – 225

Preliminary Cost Estimate

Route	Day	Direction	Time	Description	# of trips	Est'd hours	2008		Total Cost
							Rate/hour 40' Coach: \$84.57	Rate/mile 40' Coach: \$2.49	
644	M-F	north	PM Peak	Overlake Transit Center to Kenmore	5	4,750	\$402,049	\$197,328	\$599,376
644	M-F	south	AM Peak	Kenmore to Overlake Transit Center	5	4,750	\$402,049	\$197,328	\$599,376
Subtotal					10	4,750	\$402,049	\$197,328	\$599,376
							King County Metro Transit contribution		
							City of Redmond contribution		
							Microsoft contribution		

ATTACHMENT A
Direct Financial Partnership Scope of Work
City of Renton

A. Monetary Contributions

1. Monetary Contributions to be Made by Service Partner

The City of Renton agrees to contribute one-third of the fully allocated cost for five (5) years of additional service on Route 110 as defined in the Service Description in Section C of this Attachment A. The actual annual cost the Service Partner agrees to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement. The proportion of the fully allocated annual cost that the Service Partner agrees to pay is specified in Section D of this Attachment A.

2. Monetary Contributions to be Made by County

The County agrees to operate the service as defined in Service Description, in Section C of this Attachment A and Section 2.1 of this Agreement.

B. Transit Service Enhancements

1. Service Partner agrees to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, Service Partner will contact King County Metro's Market Development group to refine the details of these actions to help assure effective and timely implementation. Service Partner remains responsible for the cost and implementation of the following actions or similar activities as agreed with Market Development staff:

a. Promotion

- Promote new service using media outlets including TV, Web site, and print (local newspapers, utility bill inserts).
- Outreach to three tiers of users: employers (CTR and non-CTR sites), business leagues (e.g. Chamber of Commerce, Downtown Association, Renton Connection), and, community service groups/neighborhood associations (e.g. Kiwanis).
- Promote services through the City's pilot program for transit-center security and Downtown Visitor's Assistance program.

2. The County agrees to undertake the following supporting actions:
 - a. Additional Promotion of Service
 - Designate new trips funded by partnership in the bus timetables for the affected route.
 - Work with Service Partner to promote transit use on the affected route.

C. Service Description

County and Service Partner agree to share in the cost and responsibilities of adding midday service on Route 110. Service would be provided every 30 minute between the hours of approximately 9 a.m. and 3 p.m. The service will operate with a 30-foot diesel coach. The route would be extended to the north to serve Coulon Park and to the south to serve businesses in the area of SW 27th Street. The intent of these service enhancements is to provide a connection to retail, residential development, and recreational facilities in the area near Coulon Park; and to provide a connection to employers in southwest Renton. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and Service Partner mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization.

D. Service Cost Estimate

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service is determined by the County during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Total annual hours: 5,850

Total annual miles: 50,817

Estimated fully allocated annual cost (County's + Service Partner's cost):

\$599,230.71 (based on 2008 fully allocated annual cost)

City of Renton's estimated annual share of fully allocated annual cost:

Thirty-three and one-third percent (\$199,743.57 based on 2008 fully allocated annual cost)

E. Benchmarks for Evaluating Route Performance

Metro has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are

grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

The 2006 benchmarks for the service additions applicable to this Agreement are as follows:

South Subarea – Off-peak

Rides per revenue hour: Average – 37.6

Fare revenue/operating expense: Average – 17%

Passenger miles/revenue hour: Average – 227

Passenger miles/platform miles: Average – 11.45

Initial performance review for this service will use benchmarks determined using 2010 data.

EXHIBIT 1

Preliminary Cost Estimate

Route	Day	Direction	Time	Description	# of trips	Est'd hours	Rate/hour 30' Coach: \$83.93	Est'd miles	Rate/mile 30' Coach: \$2.13	Total Cost
110	M-F	north	9:00 – 3:00	Midday Southwest Renton to Coulon Park	13	5,850	\$490,990.50	50,817	\$108,240.21	\$599,230.71
110	M-F	south	9:00 – 3:00	Midday Coulon Park to Southwest Renton	12					
Subtotal					25	5,850	\$490,990.50	50,817	\$108,240.21	\$599,230.71

King County Metro Transit contribution \$399,487.14
 City of Renton contribution \$199,743.57

ATTACHMENT A
Direct Financial Service Partnership Scope of Work
City of Bellevue

A. Monetary Contributions

1. Monetary Contributions to be Made by Service Partner

Service Partner agrees to contribute one-third of the fully allocated annual cost per year for five (5) years for additional service on a new Downtown Bellevue Circulator as defined in the Service Description of this Attachment A. The actual annual cost the Service Partner agrees to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement. The proportion of the fully allocated annual cost that Service Partner agrees to pay is specified in Section D of this Attachment A.

2. Monetary Contributions to be Made by County

The County agrees to operate the service as defined in Service Description, in Section C of this Attachment A and Section 2.1 of this Agreement.

B. Transit Service Enhancements

1. Service Partner agrees to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, Service Partner will contact King County Metro's Market Development group to refine the details of these actions to help assure effective and timely implementation. Service Partner remains responsible for the cost and implementation of the following actions or similar activities as agreed with Market Development staff:

- Invest in branding of the circulator.
- Install stop and wayfinding signage.
- Market the new service thorough the City's TDM Web page.
- Coordinate the Downtown Bellevue Transportation Management Association and CTR-affected employers to promote the new service to downtown employees and residents.
- Continue to implement and monitor Transportation Management Plans in order to advance transit-supportive parking management practices.
- Continue to provide for non-drive-alone travel for employees and residents.

2. The County agrees to undertake the following supporting actions:

Additional Promotion of Service

- Designate new service funded by partnership in the bus timetables for the new route.
- Work with Service Partner to promote transit use on the enhanced service routes.

C. Service Description

County and Service Partner agree to share in the cost and responsibilities of implementing a new Downtown Bellevue Circulator service. The circulator will operate as a two-way loop serving existing stops along Main Street, Bellevue Way NE, NE 10th Street and 110th Avenue NE. The service will operate with four transit vehicles and 10-minute headways. The route will operate Monday through Friday from approximately 6 a.m. to 6 p.m., and Saturday from approximately 9 a.m. to 7 p.m., with additional Sunday operation from approximately 9 a.m. to 6 p.m. for seven weeks during the holiday season. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and Service Partner mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization.

D. Service Cost Estimate

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled “Preliminary Cost Estimate,” which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service are determined by the County during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Total estimated annual hours: 15,308

Total estimated annual miles: 106,593

Estimated 2008 fully allocated annual cost (County’s + Service Partner’s cost):
\$1,487,154

City of Bellevue annual share of fully allocated annual cost:

Thirty-three and one-third percent (\$495,718 based on 2008 fully allocated annual cost)

The actual annual cost Service Partner agrees to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement.

E. Benchmarks for Evaluating Route Performance

Metro has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the

middle of the following year. The comparison will be made at the time the data is available.

The benchmarks for the service additions applicable to this Agreement are as follows:

East Subarea – Peak

Rides/revenue hour: Average – 26.1
Fare revenue/operating expense: Average – 14%
Passenger miles/platform miles: Average – 7.00
Passenger miles/revenue hour: Average – 225

East Subarea – Off-peak

Rides/revenue hour: Average – 20.7
Fare revenue/operating expense: Average – N/A
Passenger miles/platform miles: Average – 5.80
Passenger miles/revenue hour: Average – 104

EXHIBIT 1

Preliminary Cost Estimate

Route	Day	Time	Description	# of trips	Est'd hours	2008		Est'd miles	2008		Total Cost
						Rate/hour	Transit Van:		Rate/mile	Transit Van:	
Circ.	Weekday	6:00 a.m. to 6:00 p.m.	New Circulator Route	146		\$83.71			\$1.93		
Circ.	Saturday	9:00 a.m. to 7:00 p.m.	New Circulator Route	122	15,308	\$1,281,430		106,593	\$205,724		\$1,487,154
Circ.	Sunday*	9:00 a.m. to 6:00 p.m.	New Circulator Route	110							

King County Metro Transit contribution \$991,436
 City of Bellevue contribution \$495,718

* Seven weeks during holiday season only

ATTACHMENT A
Direct Financial Service Partnership Scope of Work
City of Issaquah
Port Blakely Communities
Timber Ridge at Talus
Talus Residential Association

A. Monetary Contributions

1. Monetary Contributions to be Made by Service Partners

Service Partners agree to contribute 35.5 percent of the fully allocated annual cost per year for six (6) years for additional service on Route 200 as defined in Service Description of this Attachment A. The actual annual cost the Service Partners agree to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement. The proportion of the fully allocated annual cost that each Service Partner agrees to pay is specified in Section D of this Attachment A.

2. Monetary Contributions to be Made by County

The County agrees to operate the service as defined in Service Description, in Section C of this Attachment A and Section 2.1 of this Agreement.

B. Transit Service Enhancements

1. Service Partners agree to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, Service Partners will contact King County Metro's Market Development group to refine the details of these actions to help assure effective and timely implementation. Service Partners remain responsible for the cost and implementation of the following actions or similar activities as agreed with Market Development staff:

- The City of Issaquah (the City) will continue to offer development incentives that take into account the availability of transit such as allowing parking credits (reductions) for the incorporation of shuttle service and if an applicant can demonstrate pedestrian, bicycle, or mass transit use by employees or customers.
- The City's Resource Conservation Office will continue to promote transit-oriented development as a green building strategy and encourage transit ridership as a sustainable living element.
- The City will continue to support the creation of an affordable housing project adjacent to the Issaquah Highlands Park-and-Ride.

- The City will continue to facilitate the development of a new office project in Talus.
- The City will continue to provide CTR incentives and promote transit ridership, both generally for errand and commuting transportation, and specifically for its “Salmon Friendly Commuting” program that promotes alternatives to single occupancy travel both in and out of the city for businesses and residents.
- The City will continue to review and develop Transportation Demand Management strategies such as parking limits, pedestrian access improvements, and connectivity to transit.

2. The County agrees to undertake the following supporting actions:

- a. Additional Promotion of Service
 - Designate new service funded by partnership in the bus timetables for the affected routes.
 - Work with Service Partners to promote transit use on the enhanced service routes.

C. Service Description

County and Service Partners agree to share in the cost and responsibilities of adding to service on route 200. The partnership will provide additional service on Route 200 with extensions to serve the Issaquah Highlands neighborhood, Issaquah Highlands Park-and-Ride lot and the Talus Urban Village as far as the transit turnaround at Shangri-La Way. The service will initially operate with a transit van. The route will operate as a two-way loop and will provide service approximately every half hour on weekdays from approximately 6 a.m. and 7 p.m. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and Service Partners mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization.

D. Service Cost Estimate

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled “Preliminary Cost Estimate,” which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service are determined by the County during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Total estimated annual hours: 11,412

Total estimated annual miles: 224,650

Estimated fully allocated annual 2008 cost (County’s + Service Partners’ cost):
 \$1,388,875

City of Issaquah annual share of fully allocated annual cost:
16.9 percent (\$234,584 based on estimated 2008 fully allocated annual cost)

Port Blakely Communities annual share of fully allocated annual cost:
17.5 percent (\$243,650 based on estimated 2008 fully allocated annual cost)

Timber Ridge at Talus's annual share of fully allocated annual cost:
0.7 percent (\$9,594 based on estimated 2008 fully allocated annual cost)

Talus Residential Association's annual share of fully allocated annual cost:
0.35 percent (\$4,797 based on estimated 2008 fully allocated annual cost)

E. Benchmarks for Evaluating Route Performance

Metro has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

A group of routes will have both "strong" and "below minimum" performance routes, as defined by thresholds based on the average performance of the group. Performance thresholds for evaluation are set for three years to allow comparison of route performance year to year. Routes at the extremes of performance are considered for changes. Routes with "strong performance" are considered for expansion; "below minimum performance" routes are evaluated for changes to improve performance, or for discontinuation if performance does not improve after changes are tried.

The 2006 benchmarks for the service additions applicable to this Agreement are as follows:

East Subarea – Peak

Rides/revenue hour: Average – 26.1
Fare revenue/operating expense: Average – N/A
Passenger miles/platform miles: Average – 7.00
Passenger miles/revenue hour: Average – 225

East Subarea – Off-peak

Rides/revenue hour: Average – 20.7
Fare revenue/operating expense: Average – N/A
Passenger miles/platform miles: Average – 5.80
Passenger miles/revenue hour: Average – 104

EXHIBIT 1

Preliminary Cost Estimate

Route	Day	Direction	Time	Description	# of trips	Est'd hours	2008 Rate/hour Transit Van: \$83.71	Est'd miles	2008 Rate/mile Transit Van: \$1.93	Total Cost
200	M-F	Two-Way	6 AM - 7 PM	Two-Way Loop, Issaquah Transit Center to Issaquah Highlands, including Talus extension	51	11,412	\$955,299	224,650	\$474,411	\$1,429,710
Subtotal					51	11,412	\$955,299	224,650	\$433,576	\$1,388,875
<p>King County Metro Transit contribution \$896,250 City of Issaquah contribution \$234,584 Port Blakely Communities contribution \$243,650 Timber Ridge at Talus contribution \$9,594 Talus Residential Association contribution \$4,797</p>										

DIRECT FINANCIAL SERVICE PARTNERSHIP AGREEMENT BETWEEN KING COUNTY AND CITY OF ISSAQUAH, PORT BLAKELY COMMUNITIES, TIMBER RIDGE AT TALUS AND TALUS RESIDENTIAL ASSOCIATION
 ROUTE 200

ATTACHMENT A

Direct Financial Service Partnership Scope of Work Harborview Medical Center Swedish Medical Center Virginia Mason Medical Center

A. Monetary Contributions

1. Monetary Contributions to be Made by Service Partners

Service Partners agree to contribute one-third of the fully allocated annual cost per year for five (5) years for additional service on a new route serving First Hill medical centers, as defined in Service Description in Section C of this Attachment A. The actual annual cost the Service Partners agree to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement. The proportion of the fully allocated annual cost that each Service Partner agrees to pay is specified in Section D of this Attachment A.

2. Monetary Contributions to be Made by County

The County agrees to operate the service as defined in Service Description in Section C of this Attachment A and Section 2.1 of this Agreement.

B. Transit Service Enhancements

1. Service Partners agree to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, Service Partners will contact King County Metro's Market Development group to refine the details of these actions to help assure effective and timely implementation. Service Partners remain responsible for the cost and implementation of the following actions or similar activities as agreed with Market Development staff:

- Conducting promotional activities.
- Providing incentives to employees and riders.
- Establishing limits on parking supply or price for SOV parking within the area served by the new service.
- Taking other policy actions that support the new service.

2. The County agrees to undertake the following supporting actions:

Additional Promotion of Service

- Designate new service funded by partnership in the bus timetables for the affected routes.
- Work with Service Partners to promote transit use on the enhanced service routes.

C. Service Description

County and Service Partners agree to share in the cost and responsibilities of implementing a new route serving Harborview, Swedish and Virginia Mason Medical Centers. The new route will connect the three medical center sites on First Hill with the Coleman Dock and King Street station via a one-way loop routing. The AM terminal will be located at 1st Avenue and Marion Street, and the PM terminal will be located at 2nd Ave S and S King Street. The route will operate on weekdays with 20- to 30-minute frequency between the hours of approximately 5 a.m. to 10 a.m. and approximately 3 p.m. and 9:30 p.m. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and Service Partners mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization.

D. Service Cost Estimate

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service is determined by the County during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Total estimated annual hours: 6,778

Total estimated annual miles: 36,650

Estimated 2008 fully allocated annual cost (County's + Service Partners' cost):
\$664,443

Harborview Medical Center annual share of fully allocated annual cost:
Eleven and one-tenth percent (\$73,827 based on 2008 fully allocated annual cost)

Swedish Medical Center annual share of fully allocated annual cost:
Eleven and one-tenth percent (\$73,827 based on 2008 fully allocated annual cost)

Virginia Mason Medical Center annual share of fully allocated annual cost:
Eleven and one-tenth percent (\$73,827 based on 2008 fully allocated annual cost)

The actual annual cost Service Partners agree to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement.

E. Benchmarks for Evaluating Route Performance

Metro has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

The benchmarks for the service additions applicable to this Agreement are as follows:

West Subarea – Peak

Rides/revenue hour: Average – 59.1
Fare revenue/operating expense: Average – 31%
Passenger miles/revenue hour: Average - 208
Passenger miles/platform miles: Average – 11.5

West Subarea - Off-peak

Rides/revenue hour: Average – 55.4
Fare revenue/operating expense: Average – 26%
Passenger miles/revenue hour: Average - 157
Passenger miles/platform miles: Average – 11.8

West Subarea – Night

Rides per revenue hour: Average – 34.3
Fare revenue/operating expense: Average – 14%
Passenger miles/revenue hour: Average - 107
Passenger miles/platform miles: Average - 6.7

EXHIBIT 1

Preliminary Cost Estimate

Route(s)	Day	Time	Description	Coach type	Est'd Annual Hours	2008 Rate/ Hour	Est'd Annual Miles	2008 Rate/Mile	Total Annual Cost
New Route	M-F	Peak, Mid-day, Evening	To First Hill	40' Diesel	1,985	\$ 84.57	19,253	\$ 2.49	\$ 215,849
New Route	M-F	Peak, Mid-day, Evening	To International District	40' Diesel	4,792	\$ 84.57	17,399	\$ 2.49	\$ 448,594
Subtotals					6,778		36,652		\$ 664,443

Estimated King County Contribution	\$ 442,962
Estimated Harborview Medical Center Contribution	\$ 73,827
Estimated Swedish Medical Center Contribution	\$ 73,827
Estimated Virginia Mason Medical Center Contribution	\$ 73,827

ATTACHMENT A
Speed and Reliability Partnership Scope of Work
City of Seattle

A. Transit Improvement Measures

Service Partner agrees to implement and/or to support actions by the County to implement, at a minimum, the capital investments, traffic operations changes, and other complementary actions as outlined in the Transit Speed and Reliability Partnership Proposal for West Seattle to Downtown RapidRide Corridor, dated December 20, 2007. A summary list of these actions is appended as Exhibit 1.

B. Roles, Responsibilities and Financing

On or before December 31, 2008, the Service Partner and the County shall finalize this section of Attachment A and define the roles and responsibilities for each party for the design, construction, implementation and/or financing for all projects and all related actions necessary to implement the transit improvement measures described in the Transit Speed and Reliability Partnership Proposal for West Seattle to Downtown RapidRide Corridor, dated December 20, 2007. This includes all upgrades to the signal system, the communication infrastructure necessary to support the operation and periodic evaluation of transit signal priority, and any transportation demand measures identified in the Transit Speed and Reliability Partnership for West Seattle to Downtown RapidRide Corridor, dated December 20, 2007. Section B shall establish the milestones for key decisions and completion dates required to meet the agreed upon schedule.

C. Operation and Maintenance of Transit Signal Priority and Related Signal Timing Projects

On or before December 31, 2008, the Service Partner and the County shall execute a supplemental operations and maintenance agreement outlining the roles and responsibilities for each party for the transit signal priority system and all related signal re-timing projects along the corridor as identified in the Transit Speed and Reliability Partnership Proposal for West Seattle to Downtown RapidRide Corridor, dated December 20, 2007. This supplemental agreement shall define a process for an annual evaluation of the performance of the transit signal priority system and any related signal timing improvements. The Service Partner shall be expected to make transit signal priority an integral element of its traffic operations system on the affected corridors.

D. Timing for Service Investment

The Service Partner and County have committed to complete all of the required Transit Improvement Measures defined in Section A by ____ (date from proposal), thereafter, the County will program the enhanced bus service described in Section 2 of the Agreement to commence with the ____, 20__ service change.

If the Parties subsequently determine that this completion date of _____ (same data as above) cannot be met, a revised completion date will be negotiated along with a revised date for the service change for initiating the enhanced bus service, provided, however, that all of the Transit Improvement Measures must be completed within five (5) years of the effective date of this Agreement.

E. Service Description

On or before December 31, 2008, the Parties will develop a general description of the agreed upon service; the specificity of this description is expected to vary by agreement. The Parties will determine the details of the service eighteen (18) months prior to implementing the service, in accordance with KCC 28.94.020 (B).

F. Benchmarks for Evaluating Service Performance

Metro Transit has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by sub-area and time period for similarity in operating conditions. Each Service Partnership route will be compared by time period to other routes in its sub-area to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

A group of routes will have both "strong" and "below minimum" performance, as defined by thresholds based on the average performance of the group. Routes at the extremes of performance are considered for changes. Routes with "strong performance" are considered for expansion; "below minimum performance" routes are evaluated for changes to improve performance, or for discontinuation if performance does not improve after changes are tried.

The specific benchmarks for evaluating service added through this Agreement will be identified and incorporated at the time that the specific service additions in Section E are agreed upon by the Parties.

EXHIBIT 1
Speed and Reliability List of Projects*
West Seattle to Downtown RapidRide Corridor

*Source: Proposal for Transit Speed Reliability Partnership Proposal for West Seattle to Downtown RapidRide Corridor, dated December 20, 2007

Jurisdictions: City of Seattle

Type of Improvements:

Transit signal priority treatments at the following intersections:

- Fauntleroy and Cloverdale St
- Fauntleroy Way/Kenyon Pl
- Fauntleroy Way/Webster St
- Fauntleroy Way/Myrtle St
- Fauntleroy Way/California
- California/Graham St
- California/Erskine St
- California/Alaska St include WB LT transit phase
- Alaska/42nd
- Alaska/Fauntleroy
- Alaska/35th include EB LT transit phase
- 35th/Avalon include WB LT transit phase
- Avalon/Spokane

Transit Bypass Lane

- EB and WB Alaska St between 42nd and 35th
- NB and SB 35th St between Alaska St and Avalon Way
- NB Avalon Way between Yancy and Spokane
- WB Avalon Way approaching 35th intersection

Bus Bulbs

- Fauntleroy and California (WB)
- California and Fauntleroy (NB)
- California and Findlay (NB & SB)
- California and Alaska (NB & SB)

Transit Queue Jump

- Avalon Way WB to 35th St SB
- Alaska St EB to 35th St NB

ATTACHMENT A
Speed and Reliability Partnership Scope of Work
City of Bellevue
City of Redmond

A. Transit Improvement Measures

Service Partners agree to implement and/or to support actions by the County to implement, at a minimum, the capital investments, traffic operations changes, and other complementary actions as outlined in the Transit Speed and Reliability Partnership for the Bellevue/Redmond RapidRide corridor, dated December 21, 2007. A summary list of these actions is appended as Exhibit 1.

B. Roles, Responsibilities and Financing

On or before December 31, 2008, the Service Partners and the County shall finalize this section of Attachment A and define the roles and responsibilities for each party for the design, construction, implementation and/or financing for all projects and all related actions necessary to implement the transit improvement measures described in the Transit Speed and Reliability Partnership for Bellevue/Redmond RapidRide, dated December 21, 2007. This includes all upgrades to the signal system, the communication infrastructure necessary to support the operation and periodic evaluation of transit signal priority, and any transportation demand measures identified in the Transit Speed and Reliability Partnership for Bellevue/Redmond RapidRide, dated December 21, 2007. Section B shall establish the milestones for key decisions and completion dates required to meet the agreed upon schedule.

C. Operation and Maintenance of Transit Signal Priority and Related Signal Timing Projects

On or before December 31, 2008, the Service Partners and the County shall execute a supplemental operations and maintenance agreement outlining the roles, and responsibilities for each party for the transit signal priority system and all related signal re-timing projects along the corridor as identified in the Transit Speed and Reliability Partnership for Bellevue/Redmond RapidRide, dated December 21, 2007. This supplemental agreement shall define a process for an annual evaluation of the performance of the transit signal priority system and any related signal timing improvements. The Service Partners shall be expected to make transit signal priority an integral element of its traffic operations system on the affected corridors.

D. Timing for Service Investment

The Service Partners and County have committed to complete all of the required Transit Improvement Measures defined in Section A by ____ (date from proposal), thereafter, the County will program the enhanced bus service described in Section 2 of the Agreement to commence with the ____, 20__ service change.

If the Parties subsequently determine that this completion date of ____ (same date as above) cannot be met, a revised completion date will be negotiated along with a revised

date for the service change for initiating the enhanced bus service, provided, however, that all of the Transit Improvement Measures must be completed within five (5) years of the effective date of this Agreement.

E. Service Description

On or before December 31, 2008, the Parties will develop a general description of the agreed upon service; the specificity of this description is expected to vary by agreement. The Parties will determine the details of the service eighteen (18) months prior to implementing the service, in accordance with KCC 28.94.020 (B).

F. Benchmarks for Evaluating Service Performance

Metro Transit has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by sub-area and time period for similarity in operating conditions. Each Service Partnership route will be compared by time period to other routes in its sub-area to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

A group of routes will have both "strong" and "below minimum" performance, as defined by thresholds based on the average performance of the group. Routes at the extremes of performance are considered for changes. Routes with "strong performance" are considered for expansion; "below minimum performance" routes are evaluated for changes to improve performance, or for discontinuation if performance does not improve after changes are tried.

The specific benchmarks for evaluating service added through this Agreement will be identified and incorporated at the time that the specific service additions in Section E are agreed upon by the Parties.

EXHIBIT 1
Speed and Reliability List of Projects*
Bellevue to Redmond RapidRide Corridor

*Source: Proposal for Transit Speed Reliability Partnership Proposal for the Bellevue to Redmond RapidRide Corridor, dated December 21, 2007

Jurisdiction: City of Redmond

Corridor Limit: 148th Ave NE & NE 40th to Willows Rd NE and NE 90th

Type of Improvements:

Transit signal priority treatments at the following intersections:

- 148th Ave NE & NE 40th St
- 148th Ave NE & NE 46th St
- 148th Ave NE & NE 51st St
- 148th Ave NE & NE 54th St
- 148th Ave NE & Old Redmond Rd
- 148th Ave NE & Redmond Way
- 154th Ave NE & NE 90th St
- 156th Ave NE & NE 28th St
- 156th Ave NE & NE 31st St
- 156th Ave NE & NE 36th St
- 156th Ave NE & Overlake Transit Center
- 160th Ave NE & NE 85th St
- 160th Ave NE & NE 90th St
- 161st Ave NE & NE 83rd St
- 161st Ave NE & NE 85th St
- NE 40th St & 156th Ave NE
- NE 40th St & E 150th Ave NE
- NE 40th St & SR 520 EB Ramp
- NE 40th St & SR 520 WB Ramp
- NE 40th St & W 150th Ave NE
- Willows Rd NE & NE 90th St

Signal modification

- Add EBRT Overlap and re-optimize 160th Ave NE & NE 90th St
- Re-optimize 160th Ave NE & NE 85th St
- Re-optimize 161st Ave NE & NE 85th St

Roadway channelization

- Convert 4 lanes to 3 at 160th Ave NE & NE 85th St
- Convert 4 lanes to 3 at 161st Ave NE & NE 85th St

Signal Coordination

- Coordinate signals on 148th Ave NE
- Coordinate signals on 156th Ave NE
- Coordinate signals on NE 40th St

Jurisdiction: City of Bellevue

Corridor Limit:

Type of Improvements:

Business Access and Transit Lanes treatment between N 145th and N 200th St

Signal modification and roadway channelization

- Add EBRT drop lane at NE 8th St & 112th Ave NE
- Add NBT-R lane at NE 8th St & 110th Ave NE
- Add SBRT lane at 156th Ave NE & NE Bel-Red Rd
- Add SBRT overlap and re-optimize 156th Ave NE & NE 8th St

Signal coordination and optimization

- Coordinate signals on 156th Ave NE
- Re-optimize NE 8th & 110th Ave NE
- Re-optimize NE 8th & 112th Ave NE

Transit signal priority treatments at the following intersections

- 156th Ave NE & NE 10th St
- 156th Ave NE & NE 13th St
- 156th Ave NE & NE 15th St
- 156th Ave NE & NE 20th St
- 156th Ave NE & NE 24th St
- 156th Ave NE & NE 8th St
- 156th Ave NE & NE Bel-Red Rd
- NE 8th St & 120th Ave NE
- NE 8th St & 124th Ave NE
- NE 8th St & 140th Ave NE
- NE 8th St & 143rd Ave NE

16041

2008-0118
March 19, 2008

ATTACHMENT B

Service Partnership Agreements on Contingency List

Speed and Reliability Partnership Scope of Work
City of Federal Way
City of Kent
City of Des Moines
City of SeaTac

A. Transit Improvement Measures

Service Partners agree to implement and/or to support actions by the County to implement, at a minimum, the capital investments, traffic operations changes, and other complementary actions as outlined in the Federal Way Proposal for Transit Speed and Reliability Partnership for the Pacific Highway South RapidRide, submitted December 21, 2007. A summary list of these actions is appended as Exhibit 1.

B. Roles, Responsibilities and Financing

On or before December 31, 2008, the Service Partners and the County shall finalize this section of Attachment A and define the roles and responsibilities for each party for the design, construction, implementation and/or financing for all projects and all related actions necessary to implement the transit improvement measures described in the Federal Way Proposal for Transit Speed and Reliability Partnership for the Pacific Highway South RapidRide, dated December 21, 2007. This includes all upgrades to the signal system, the communication infrastructure necessary to support the operation and periodic evaluation of transit signal priority, and any transportation demand measures identified in the Federal Way Proposal for Transit Speed and Reliability Partnership for the Pacific Highway South RapidRide, dated December 21, 2007. Section B shall establish the milestones for key decisions and completion dates required to meet the agreed upon schedule.

C. Operation and Maintenance of Transit Signal Priority and Related Signal Timing Projects

On or before December 31, 2008, the Service Partners and the County shall execute a supplemental operations and maintenance agreement outlining the roles, and responsibilities for each party for the transit signal priority system and all related signal re-timing projects along the corridor as identified in the Federal Way Proposal for Transit Speed and Reliability Partnership for the Pacific Highway South RapidRide, dated December 21, 2007. This supplemental agreement shall define a process for an annual evaluation of the performance of the transit signal priority system and any related signal timing improvements. The Service Partners shall be expected to make transit signal priority an integral element of its traffic operations system on the affected corridors.

D. Timing for Service Investment

The Service Partners and County have committed to complete all of the required Transit Improvement Measures defined in Section A by ____ (date from proposal), thereafter, the County will program the enhanced bus service described in Section 2 of the Agreement to commence with the ____, 20__ service change.

If the Parties subsequently determine that this completion date of _____ (same date as above) cannot be met, a revised completion date will be negotiated along with a revised date for the service change for initiating the enhanced bus service, provided, however, that all of the Transit Improvement Measures must be completed within five (5) years of the effective date of this Agreement.

E. Service Description

On or before December 31, 2008, the Parties will develop a general description of the agreed upon service; the specificity of this description is expected to vary by agreement. The Parties will determine the details of the service eighteen (18) months prior to implementing the service, in accordance with KCC 28.94.020 (B).

F. Benchmarks for Evaluating Service Performance

Metro Transit has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by sub-area and time period for similarity in operating conditions. Each Service Partnership route will be compared by time period to other routes in its sub-area to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

A group of routes will have both “strong” and “below minimum” performance, as defined by thresholds based on the average performance of the group. Routes at the extremes of performance are considered for changes. Routes with “strong performance” are considered for expansion; “below minimum performance” routes are evaluated for changes to improve performance, or for discontinuation if performance does not improve after changes are tried.

The specific benchmarks for evaluating service added through this Agreement will be identified and incorporated at the time that the specific service additions in Section E are agreed upon by the Parties.

EXHIBIT 1
Speed and Reliability List of Projects*
Pacific Highway South RapidRide Corridor

*Source: Proposal for Transit Speed Reliability Partnership for Pacific Highway South RapidRide, dated December 21, 2007

Jurisdictions: City of SeaTac, City of Des Moines, City of Kent, City of Federal Way

Type of Improvements:

Signal Coordination

- Pacific Highway S between S 154th St and Pedestrian Signal S
- Pacific Highway S between S 240th St and S 316th St

Jurisdiction: City of SeaTac

Corridor Limit: International Boulevard between S 170th St and S 208th St

Type of Improvements:

Transit signal priority treatments at the following intersections:

- International Boulevard/S 170th St
- International Boulevard/S 182nd St
- International Boulevard/S 188th St
- International Boulevard/S 200th St
- International Boulevard/S 204th St
- International Boulevard/S 208th St

Jurisdiction: City of Des Moines

Corridor Limit: International Boulevard between S 216th St and Kent Des Moines Road

Type of Improvements:

Transit signal priority treatments at the following intersections:

- International Boulevard/S 216th St
- International Boulevard/S 224th St
- International Boulevard/Kent Des Moines Road

Jurisdiction: City of Kent

Corridor Limit: Pacific Highway South between S 240th St and S 272nd St

Type of Improvements:

Transit signal priority treatments at the following intersections:

- Pacific Highway South/S 240th St
- Pacific Highway South/S 252nd St
- Pacific Highway South/S 260th St
- Pacific Highway South/S 272nd St

SPEED AND RELIABILITY PARTNERSHIP AGREEMENT BETWEEN KING COUNTY AND CITIES
OF FEDERAL WAY, KENT, DES MOINES AND SEATAC
PACIFIC HIGHWAY SOUTH RAPIDRIDE CORRIDOR

Jurisdiction: Federal Way

Corridor Limit:

Pacific Highway South between S 272nd and S 316th St
23rd Ave S from S 317th to S 316th St
S 316th St between 23rd Avenue S and Pacific Highway South

Type of Improvements:

HOV treatment between S 272nd and S 312th St

Transit signal priority treatments at the following intersections:

- Pacific Highway South/S 276th St
- Pacific Highway South/S 288th St
- Pacific Highway South/Dash Point Road
- Pacific Highway South/S 304th St
- Pacific Highway South/S 308th St
- Pacific Highway South/S 312th St
- Pacific Highway South/S 316th St

Signal Coordination

- 23rd Avenue S between S 317th and S 316th
 - S 316th between 23rd Avenue S and Pacific Highway South
-

**Speed and Reliability Partnership Scope of Work
City of Seattle**

A. Transit Improvement Measures

Service Partner agrees to implement and/or to support actions by the County to implement at a minimum, the capital investments, traffic operations changes, and other complementary actions as outlined in the Transit Speed and Reliability Partnership Proposal for Ballard RapidRide Corridor, dated December 20, 2007. A summary list of these actions is appended in Exhibit 1.

B. Roles, Responsibilities and Financing

On or before December 31, 2008, the Service Partner and the County shall finalize this section of Attachment A and define the roles and responsibilities for each party for the design, construction, implementation and/or financing for all projects and all related actions necessary to implement the transit improvement measures described in the Transit Speed and Reliability Partnership Proposal for Ballard RapidRide Corridor, dated December 20, 2007. This includes all upgrades to the signal system, the communication infrastructure necessary to support the operation and periodic evaluation of transit signal priority, and any transportation demand measures identified in the Transit Speed and Reliability Partnership for Ballard RapidRide Corridor, dated December 20, 2007. Section B shall establish the milestones for key decisions and completion dates required to meet the agreed upon schedule.

C. Operation and Maintenance of Transit Signal Priority and Related Signal Timing Projects

On or before December 31, 2008, the Service Partner and the County shall execute a supplemental operations and maintenance Agreement outlining the roles, and responsibilities for each party for the transit signal priority system and all related signal re-timing projects along the corridor as identified in the Transit Speed and Reliability Partnership Proposal for Ballard RapidRide Corridor, dated December 20, 2007. This supplemental Agreement shall define a process for an annual evaluation of the performance of the transit signal priority system and any related signal timing improvements. The Service Partner shall be expected to make transit signal priority an integral element of its traffic operations system on the affected corridors.

D. Timing for Service Investment

The Service Partner and County have committed to complete all of the required Transit Improvement Measures defined in Section A by ____ (date from proposal), thereafter, the County will program the enhanced bus service described in Section 2 of the Agreement to commence with the ____, 20__ service change.

If the Parties subsequently determine that this completion date of _____ (same date as above cannot be met, a revised completion date will be negotiated along with a revised date for the service change for initiating the enhanced bus service, provided, however,

that all of the Transit Improvement Measures must be completed within five (5) years of the effective date of this Agreement.

E. Service Description

On or before December 31, 2008, the Parties will develop a general description of the agreed upon service; the specificity of this description is expected to vary by Agreement. The Parties will determine the details of the service eighteen (18) months prior to implementing the service, in accordance with KCC 28.94.020 (B).

F. Benchmarks for Evaluating Service Performance

Metro Transit has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by sub-area and time period for similarity in operating conditions. Each Service Partnership route will be compared by time period to other routes in its sub-area to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

A group of routes will have both "strong" and "below minimum" performance, as defined by thresholds based on the average performance of the group. Routes at the extremes of performance are considered for changes. Routes with "strong performance" are considered for expansion; "below minimum performance" routes are evaluated for changes to improve performance, or for discontinuation if performance does not improve after changes are tried.

The specific benchmarks for evaluating service added through this Agreement will be identified and incorporated at the time that the specific service additions in Section E are agreed upon by the Parties.

EXHIBIT 1
Speed and Reliability List of Projects*
Ballard RapidRide Corridor

*Source: Proposal for Transit Speed Reliability Partnership Proposal for Ballard RapidRide Corridor, dated December 20, 2007

Jurisdictions: City of Seattle

Type of Improvements:

Transit signal priority treatments at the following intersections:

- 24th Avenue W/NW 85th
- 24th Avenue W/NW 80th
- 24th Avenue W/NW 77th
- 24th Avenue W/NW 70th
- 24th Avenue W/NW 65th
- 24th Avenue W/NW 60th
- 24th Avenue W/NW 61st
- 24th Avenue W/NW 57th
- 24th Avenue W/NW Market St
- NW Market St /NW Leary Way
- 15th Avenue W/NW Leary Way
- 15th Avenue W/NW Dravus St
- 15th Avenue W/Gilman Dr W/Interbay Golf Driveway
- 15th Avenue W/Armory Way
- 15th Avenue W/W Garfield Way
- 15th Avenue W/W Galer St (undercrossing)
- 15th Avenue W/W Galer St (bridge entrance)
- Elliott Ave W/W Prospect St
- Elliott Ave W/Mercer Pl
- Mercer Pl/3rd Avenue W
- Mercer Pl/2nd Avenue W
- Mercer Pl/1st Avenue W
- Mercer Pl/Queen Anne Ave W

Transit Queue Jump

- 24th Avenue W/NW 65th
- 15th Avenue W/Market St
- Queen Anne Ave W/ Harrison St
- Queen Anne Ave W/ Denny Way
- 1st Ave N/Denny Way
- Harrison St/1st Ave N

Business Access and Transit Lanes

- SB 15th Avenue W/Elliott Ave W between W Armour St to Prospect St

In lane Stops/Bus Bulbs

- 24th Avenue W/NW 85th
- 24th Avenue W/NW 83rd
- 24th Avenue W/NW 80th
- 24th Avenue W/NW 77th
- 25th Avenue W/NW 75th

- 25th Avenue W/NW 73rd
- 24th Avenue W/NW 70th
- 25th Avenue W/NW 67th
- 24th Avenue W/NW 65th

In lane Stops/Bus Bulbs (continued)

- 24th Avenue W/NW 63rd
- 24th Avenue W/NW 61st
- 24th Avenue W/NW 59th
- 24th Avenue W/NW 57th
- Leary Way/20th Avenue NW
- Leary Way/NW Ione Pl
- Leary Way/NW 48th St
- Leary Way/15th Avenue W
- Mercer St and 5th Avenue W
- Mercer St and 3rd Avenue W

**Speed and Reliability Partnership Scope of Work
City of Seattle
City of Shoreline**

A. Transit Improvement Measures

Service Partners agree to implement and/or to support actions by the County to implement at a minimum, the capital investments, traffic operations changes, and other complementary actions as outlined in the Transit Speed and Reliability Partnership for Aurora Avenue RapidRide, dated December 20, 2007. A summary list of these actions is appended as Exhibit 1.

B. Roles, Responsibilities and Financing

On or before December 31, 2008, the Service Partners and the County shall finalize this section of Attachment A and define the roles and responsibilities for each party for the design, construction, implementation and/or financing for all projects and all related actions necessary to implement the transit improvement measures described in the Transit Speed and Reliability Partnership for Aurora Avenue RapidRide, dated December 20, 2007. This includes all upgrades to the signal system, the communication infrastructure necessary to support the operation and periodic evaluation of transit signal priority, and any transportation demand measures identified in the Transit Speed and Reliability Partnership for Aurora Avenue RapidRide, dated December 20, 2007. Section B shall establish the milestones for key decisions and completion dates required to meet the agreed upon schedule.

C. Operation and Maintenance of Transit Signal Priority and Related Signal Timing Projects

On or before December 31, 2008, the Service Partners and the County shall execute a supplemental operations and maintenance agreement outlining the roles, and responsibilities for each party for the transit signal priority system and all related signal re-timing projects along the corridor as identified in the Transit Speed and Reliability Partnership for Aurora Avenue RapidRide, dated December 20, 2007. This supplemental agreement shall define a process for an annual evaluation of the performance of the transit signal priority system and any related signal timing improvements. The Service Partners shall be expected to make transit signal priority an integral element of its traffic operations system on the affected corridors.

D. Timing for Service Investment

The Service Partners and County have committed to complete all of the required Transit Improvement Measures defined in Section A by _____ (date from proposal), thereafter, the County will program the enhanced bus service described in Section 2 of the Agreement to commence with the ____, 20__ service change.

If the Parties subsequently determine that this completion date of _____ (same date as above) cannot be met, a revised completion date will be negotiated along with a revised date for the service change for initiating the enhanced bus service, provided, however,

that all of the Transit Improvement Measures must be completed within five (5) years of the effective date of this Agreement.

E. Service Description

On or before December 31, 2008, the Parties will develop a general description of the agreed upon service; the specificity of this description is expected to vary by agreement. The Parties will determine the details of the service eighteen (18) months prior to implementing the service, in accordance with KCC 28.94.020 (B).

F. Benchmarks for Evaluating Service Performance

Metro Transit has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by sub-area and time period for similarity in operating conditions. Each Service Partnership route will be compared by time period to other routes in its sub-area to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

A group of routes will have both "strong" and "below minimum" performance, as defined by thresholds based on the average performance of the group. Routes at the extremes of performance are considered for changes. Routes with "strong performance" are considered for expansion; "below minimum performance" routes are evaluated for changes to improve performance, or for discontinuation if performance does not improve after changes are tried.

The specific benchmarks for evaluating service added through this Agreement will be identified and incorporated at the time that the specific service additions in Section E are agreed upon by the Parties.

EXHIBIT 1
Speed and Reliability List of Projects*
Aurora Avenue RapidRide Corridor

*Source: Proposal for Transit Speed Reliability Partnership Proposal for Aurora Avenue RapidRide Corridor, dated December 20, 2007

Jurisdiction: City of Seattle

Corridor Limit: Aurora Ave N from N 145th to Denny Way

Type of Improvements:

Business Access and Transit Lanes treatment between N 145th and N 137th St

Transit signal priority treatments at the following intersections:

- Aurora Ave North/N 145th
- Aurora Ave North/N 135th
- Aurora Ave North/N 130th
- Aurora Ave North/N 125th
- Aurora Ave North/N 117th
- Aurora Ave North/N 115th
- Aurora Ave North/N 112th
- Aurora Ave North/N 105th
- Aurora Ave North/N 100th
- Aurora Ave North/N 90th
- Aurora Ave North/N 85th
- Aurora Ave North/N 80th
- Aurora Ave North/N 77th
- Aurora Ave North/Winona Ave N

Jurisdiction: City of Shoreline

Corridor Limit: Aurora Ave N from N 145th to N 200th

Type of Improvements:

Business Access and Transit Lanes treatment between N 145th and N 200th St

Transit signal priority treatments at the following intersections

- Aurora Ave North/N 155th
- Aurora Ave North/N 160th
- Aurora Ave North/N 165th
- Aurora Ave North/N 175th
- Aurora Ave North/N 185th
- Aurora Ave North/N 192nd
- Aurora Ave North/N 200th

Signal coordination along Aurora Ave N between N 152nd and N 200th

SPEED AND RELIABILITY PARTNERSHIP AGREEMENT BETWEEN KING COUNTY AND CITY OF SEATTLE

AURORA RAPIDRIDE CORRIDOR

**Speed and Reliability Partnership Scope of Work
City of Seattle**

A. Transit Improvement Measures

Service Partner agrees to implement and/or to support actions by the County to implement at a minimum, the capital investments, traffic operations changes, and other complementary actions as outlined in the Transit Speed and Reliability Partnership Proposal for the Route 5 Greenwood Avenue UVTN Corridor, dated December 20, 2007. A summary list of these actions is appended as Exhibit 1.

B. Roles, Responsibilities and Financing

On or before December 31, 2008, the Service Partner and the County shall finalize this section of Attachment A and define the roles and responsibilities for each party for the design, construction, implementation and/or financing for all projects and all related actions necessary to implement the transit improvement measures described in the Transit Speed and Reliability Partnership Proposal for the Route 5 Greenwood Avenue UVTN Corridor, dated December 20, 2007. This includes all upgrades to the signal system, the communication infrastructure necessary to support the operation and periodic evaluation of transit signal priority, and any transportation demand measures identified in the Transit Speed and Reliability Partnership for the Route 5 Greenwood Avenue UVTN Corridor, dated December 20, 2007. Section B shall establish the milestones for key decisions and completion dates required to meet the agreed upon schedule.

C. Operation and Maintenance of Transit Signal Priority and Related Signal Timing Projects

On or before December 31, 2008, the Service Partner and the County shall execute a supplemental operations and maintenance agreement outlining the roles, and responsibilities for each party for the transit signal priority system and all related signal re-timing projects along the corridor as identified in the Transit Speed and Reliability Partnership Proposal for the Route 5 Greenwood Avenue UVTN Corridor, dated December 20, 2007. This supplemental agreement shall define a process for an annual evaluation of the performance of the transit signal priority system and any related signal timing improvements. The Service Partner shall be expected to make transit signal priority an integral element of its traffic operations system on the affected corridors.

D. Timing for Service Investment

The Service Partner and County have committed to complete all of the required Transit Improvement Measures defined in Section A by _____ (date from proposal), thereafter, the County will program the enhanced bus service described in Section 2 of the Agreement to commence with the _____, 20__ service change.

If the Parties subsequently determine that this completion date of _____ (same date as above) cannot be met, a revised completion date will be negotiated along with a revised date for the service change for initiating the enhanced bus service, provided, however,

that all of the Transit Improvement Measures must be completed within five (5) years of the effective date of this Agreement.

E. Service Description

On or before December 31, 2008, the Parties will develop a general description of the agreed upon service; the specificity of this description is expected to vary by agreement. The Parties will determine the details of the service eighteen (18) months prior to implementing the service, in accordance with KCC 28.94.020 (B).

F. Benchmarks for Evaluating Service Performance

Metro Transit has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by sub-area and time period for similarity in operating conditions. Each Service Partnership route will be compared by time period to other routes in its sub-area to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

A group of routes will have both "strong" and "below minimum" performance, as defined by thresholds based on the average performance of the group. Routes at the extremes of performance are considered for changes. Routes with "strong performance" are considered for expansion; "below minimum performance" routes are evaluated for changes to improve performance, or for discontinuation if performance does not improve after changes are tried.

The specific benchmarks for evaluating service added through this Agreement will be identified and incorporated at the time that the specific service additions in Section E are agreed upon by the Parties.

EXHIBIT 1
Speed and Reliability List of Projects*
Greenwood Avenue UVTN Corridor

*Source: Proposal for Transit Speed Reliability Partnership Proposal for the Route 5 Greenwood Avenue UVTN Corridor, dated December 20, 2007

Jurisdictions: City of Seattle

Type of Improvements:

Transit signal priority treatments at the following intersections:

- 15th Ave W & NW 85th St
- 15th Ave W & NW 80th St
- 15th Ave W & NW 75th St
- 15th Ave W & NW 70th St
- 15th Ave W & NW 67th St
- 15th Ave W & NW 65th St
- 15th Ave W & NW 60th St
- 15th Ave W & NW 58th St
- 15th Ave W & NW Market St
- 15th Ave W & NW Leary Way
- 15th Ave W & W Dravus St
- 15th Ave W & Gilman Dr W / Interbay Golf Driveway
- 15th Ave W & W Armory Way
- 15th Ave W & W Garfield Way
- 15th Ave W & W Galer St (undercrossing)
- 15th Ave W & W Galer St (bridge entrance)
- Elliott Ave W & W Prospect St
- Elliott Ave W & W Mercer St
- Mercer Street & 3rd Ave W
- Mercer Street & 2nd Ave W
- Mercer Street & 1st Ave W
- Mercer Street & Queen Anne Ave
- Mercer Street & 1st Ave N

Business Access and Transit Lane

- 15th Ave W & Armour St. W / Interbay Golf Driveway to Elliott Ave W & W Mercer Pl

Bus Bulbs

- Southbound at 15th Ave W & NW 85th St
- Southbound at 15th Ave W & NW 80th St
- Southbound at 15th Ave W & NW 80th St
- Southbound at 15th Ave W & NW 75th St
- Southbound at 15th Ave W & NW 70th St
- Southbound at 15th Ave W & NW 83rd St
- Northbound at 15th Ave W & NW 60th St
- Northbound at 15th Ave W & NW 65th St
- Northbound at 15th Ave W & NW 70th St
- Northbound at 15th Ave W & NW 75th St
- Northbound at 15th Ave W & NW 80th St
- Northbound at 15th Ave W & NW 85th St

- Eastbound at Mercer Street & 5th Ave W
- Eastbound at Mercer Street & 3rd Ave W
- Westbound at Mercer Street & 5th Ave W
- Westbound at Mercer Street & 3rd Ave W

Transit Queue Jump

- Southbound at 15th Ave W & NW 67th St
- Southbound at 15th Ave W & NW Market St
- Southbound at Harrison St & Queen Anne Ave N
- Southbound at Denny Way & Queen Anne Ave N
- Northbound at Denny Way & 1st Ave N
- Northbound at Harrison St & 1st Ave N
- Northbound at 15th Ave W & NW Market St
- Northbound at 15th Ave W & NW 67th St

**Speed and Reliability Partnership Scope of Work
City of Seattle**

A. Transit Improvement Measures

Service Partner agrees to implement and/or to support actions by the County to implement at a minimum, the capital investments, traffic operations changes, and other complementary actions as outlined in the Route 7 Rainier Avenue UVTN Corridor, dated December 20, 2007. A summary list of these actions is appended as Exhibit 1.

B. Roles, Responsibilities and Financing

On or before December 31, 2008, the Service Partner and the County shall finalize this section of Attachment A and define the roles and responsibilities for each party for the design, construction, implementation and/or financing for all projects and all related actions necessary to implement the transit improvement measures described in the Route 7 Rainier Avenue UVTN Corridor, dated December 20, 2007. This includes all upgrades to the signal system, the communication infrastructure necessary to support the operation and periodic evaluation of transit signal priority, and any transportation demand measures identified in the Route 7 Rainier Avenue UVTN Corridor, dated December 20, 2007. Section B shall establish the milestones for key decisions and completion dates required to meet the agreed upon schedule.

C. Operation and Maintenance of Transit Signal Priority and Related Signal Timing Projects

On or before December 31, 2008, the Service Partner and the County shall execute a supplemental operations and maintenance agreement outlining the roles, and responsibilities for each party for the transit signal priority system and all related signal re-timing projects along the corridor as identified in the Route 7 Rainier Avenue UVTN Corridor, dated December 20, 2007. This supplemental agreement shall define a process for an annual evaluation of the performance of the transit signal priority system and any related signal timing improvements. The Service Partners shall be expected to make transit signal priority an integral element of its traffic operations system on the affected corridors.

D. Timing for Service Investment

The Service Partner and County have committed to complete all of the required Transit Improvement Measures defined in Section A by ____ (date from proposal), thereafter, the County will program the enhanced bus service described in Section 2 of the Agreement to commence with the ____, 20__ service change.

If the Parties subsequently determine that this completion date of _____ (same date as above) cannot be met, a revised completion date will be negotiated along with a revised date for the service change for initiating the enhanced bus service, provided, however, that all of the Transit Improvement Measures must be completed within five (5) years of the effective date of this Agreement.

E. Service Description

On or before December 31, 2008, the Parties will develop a general description of the agreed upon service; the specificity of this description is expected to vary by agreement. The Parties will determine the details of the service eighteen (18) months prior to implementing the service, in accordance with KCC 28.94.020 (B).

F. Benchmarks for Evaluating Service Performance

Metro Transit has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by sub-area and time period for similarity in operating conditions. Each Service Partnership route will be compared by time period to other routes in its sub-area to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

A group of routes will have both "strong" and "below minimum" performance, as defined by thresholds based on the average performance of the group. Routes at the extremes of performance are considered for changes. Routes with "strong performance" are considered for expansion; "below minimum performance" routes are evaluated for changes to improve performance, or for discontinuation if performance does not improve after changes are tried.

The specific benchmarks for evaluating service added through this Agreement will be identified and incorporated at the time that the specific service additions in Section E are agreed upon by the Parties.

EXHIBIT 1
Speed and Reliability List of Projects*
Route 7 Rainier Avenue UVTN Corridor

*Source: Proposal for Transit Speed Reliability Partnership for Route 7 Rainier Avenue UVTN Corridor, dated December 20, 2007

Jurisdiction: City of Seattle

Type of Improvements:

Signal Coordination

- Coordinate signals on Rainier Avenue

Transit signal priority treatments at the following intersections:

- Rainier Ave S & S Henderson St
- Rainier Ave S & I-90 E Off Ramp
- Rainier Ave S & Dearborn
- Rainier Ave S & S. Jackson

Bus Bulbs

- Northbound at Rainier Ave S & S Cloverdale St.
- Northbound at Rainier Ave S & S Rose St.
- Northbound at Rainier Ave S & S Kenyon St.
- Northbound at Rainier Ave S & S Holden St.
- Northbound at Rainier Ave S & S Fontanelle St.
- Northbound at Rainier Ave S & S Othello St.
- Northbound at Rainier Ave S & S Myrtle St.
- Northbound at Rainier Ave S & S Willow St.
- Northbound at Rainier Ave S & S Holly St.
- Northbound at Rainier Ave S & S Morgan St.
- Northbound at Rainier Ave S & S Graham St.
- Northbound at Rainier Ave S & S Juneau St.
- Northbound at Rainier Ave S & S Orcas St.
- Northbound at Rainier Ave S & S Brandon St.
- Northbound at Rainier Ave S & S Dawson St.
- Northbound at Rainier Ave S & S Hudson St.
- Northbound at Rainier Ave S & S Edmunds St
- Northbound at Rainier Ave S & S Alaska St.
- Northbound at Rainier Ave S & S Genesee St
- Northbound at Rainier Ave S & S Dakota St.
- Northbound Rainier Ave S & S Rose St.
- Northbound at Rainier Ave S & S Andover St.
- Northbound at S Jackson St. & 12th Ave S
- Northbound at S Jackson St. & 8th Ave S
- Northbound at S Jackson St. & Maynard Ave S
- Northbound at S Jackson St. & 5th Ave S
- Eastbound at S Jackson St. & 5th Ave S
- Eastbound at S Jackson St. & Maynard Ave S
- Eastbound at S Jackson St. & 8th Ave S
- Eastbound at S Jackson St. & 12th Ave S
- Southbound at Rainier Ave S & S Andover St.

- Southbound at Rainier Ave S & S Dakota St.
- Southbound at Rainier Ave S & S Genesee St.
- Southbound at Rainier Ave S & S Cloverdale St.
- Southbound at Rainier Ave S & S Alaska St.
- Southbound at Rainier Ave S & S Edmunds St.
- Southbound at Rainier Ave S & S Hudson St.
- Southbound at Rainier Ave S & S Dawson St.
- Southbound at Rainier Ave S & S Brandon St.
- Southbound at Rainier Ave S & S Orcas St.
- Southbound at Rainier Ave S & S Kenny St.
- Southbound at Rainier Ave S & S Graham St.
- Southbound at Rainier Ave S & S Morgan St.
- Southbound at Rainier Ave S & S Holly St.
- Southbound at Rainier Ave S & S Willow St.
- Southbound at Rainier Ave S & S Myrtle St.
- Southbound at Rainier Ave S & S Othello St.
- Southbound at Rainier Ave S & S Holden St.
- Southbound at Rainier Ave S & S Kenyon St.

Transit Queue Jump:

- Northbound at Rainier Ave S & MLK
- Southbound at Rainier Ave S & MLK

Parking Removal:

- Parking Removal Southbound at Rainier Ave S & S Dakota St and Genesee St.

**Speed and Reliability Partnership Scope of Work
City of Seattle**

A. Transit Improvement Measures

Service Partner agrees to implement and/or to support actions by the County to implement at a minimum, the capital investments, traffic operations changes, and other complementary actions as outlined in the Route 44 Market St to 45th Street UVTN Corridor, dated December 20, 2007. A summary list of these actions is appended as Exhibit 1.

B. Roles, Responsibilities and Financing

On or before December 31, 2008, the Service Partner and the County shall finalize this section of Attachment A and define the roles and responsibilities for each party for the design, construction, implementation and/or financing for all projects and all related actions necessary to implement the transit improvement measures described in the Route 44 Market St to 45th Street UVTN Corridor, dated December 20, 2007. This includes all upgrades to the signal system, the communication infrastructure necessary to support the operation and periodic evaluation of transit signal priority, and any transportation demand measures identified in the Route 44 Market St to 45th Street UVTN Corridor, dated December 20, 2007. Section B shall establish the milestones for key decisions and completion dates required to meet the agreed upon schedule.

C. Operation and Maintenance of Transit Signal Priority and Related Signal Timing Projects

On or before December 31, 2008, the Service Partner and the County shall execute a supplemental operations and maintenance agreement outlining the roles, and responsibilities for each party for the transit signal priority system and all related signal re-timing projects along the corridor as identified in the Route 44 Market St to 45th Street UVTN Corridor, dated December 20, 2007. This supplemental agreement shall define a process for an annual evaluation of the performance of the transit signal priority system and any related signal timing improvements. The Service Partner shall be expected to make transit signal priority an integral element of its traffic operations system on the affected corridors.

D. Timing for Service Investment

The Service Partner and County have committed to complete all of the required Transit Improvement Measures defined in Section A by _____ (date from proposal), thereafter, the County will program the enhanced bus service described in Section 2 of the Agreement to commence with the _____, 20__ service change.

If the Parties subsequently determine that this completion date of _____ (same date as above) cannot be met, a revised completion date will be negotiated along with a revised date for the service change for initiating the enhanced bus service, provided, however, that all of the Transit Improvement Measures must be completed within five (5) years of the effective date of this Agreement.

E. Service Description

On or before December 31, 2008, the Parties will develop a general description of the agreed upon service; the specificity of this description is expected to vary by agreement. The Parties will determine the details of the service eighteen (18) months prior to implementing the service, in accordance with KCC 28.94.020 (B).

F. Benchmarks for Evaluating Service Performance

Metro Transit has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by sub-area and time period for similarity in operating conditions. Each Service Partnership route will be compared by time period to other routes in its sub-area to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

A group of routes will have both “strong” and “below minimum” performance, as defined by thresholds based on the average performance of the group. Routes at the extremes of performance are considered for changes. Routes with “strong performance” are considered for expansion; “below minimum performance” routes are evaluated for changes to improve performance, or for discontinuation if performance does not improve after changes are tried.

The specific benchmarks for evaluating service added through this Agreement will be identified and incorporated at the time that the specific service additions in Section E are agreed upon by the Parties.

EXHIBIT 1
Speed and Reliability List of Projects*
Route 44 Market St. to 45th Street. UVTN Corridor

*Source: Proposal for Transit Speed Reliability Partnership for Route 44 Market St to 45th Street UVTN Corridor, dated December 20, 2007

Jurisdiction: City of Seattle

Type of Improvements:

Transit signal priority treatments at the following intersections:

- N 45th St & Wallingford Ave N
- NE 45th St & Thackery Pl NE
- NE 45th St & Latona Ave NE
- NE 45th St & 5th Ave NE
- TSP at NE 45th St & 7th Ave
- TSP at NE 45th St & 15th Ave NE
- 15th Avenue NE & NE 42nd St
- 15th Avenue NE & NE 40th St
- 15th Avenue NE & NE 43rd St
- 15th Avenue NE & NE 41st St
- 15th Avenue NE & NE Pacific St
- Market Street & 15th Avenue NW

Bus Bulbs

- Eastbound at NW Market St & 15th Ave NW
- Eastbound at NW Market St & 14th Ave NW
- Eastbound at NW Market St & 11th Ave NW
- Eastbound at NW Market St & 8th Ave NW
- Eastbound at NW Market St & 6th Ave NW/5th Ave NW
- Eastbound at NW Market St & 3rd Ave NW
- Eastbound at NW Market St & Baker Ave NW
- Eastbound at NW Market St & 1st Ave NW
- Eastbound at N 46th St & Phinney Ave N
- Eastbound at N 46th St & Fremont Ave N
- Eastbound at N 46th St & Whitman Ave N
- Eastbound at N 45th St & Stone Way N
- Eastbound at N 45th St & Woodlawn Ave N
- Eastbound at N 45th St & Wallingford Ave N
- Eastbound at N 45th St & Sunnyside Ave N
- Eastbound at NE 45th St & Thackery Pl NE
- Northbound at 15th Ave NE & NE 43rd St.
- Westbound at N 45th St & Sunnyside Ave N
- Westbound at N 45th St & Wallingford Ave N
- Westbound at N 45th St & Woodlawn
- Westbound at N 45th St & Stone Way N
- Westbound at N 46th St & Whitman Ave N
- Westbound at N 46th St & Fremont Ave N
- Westbound at N 46th St & Phinney Ave N

- Westbound at NW Market St & 1st Ave NW
- Westbound at NW Market St & Baker Ave NW
- Westbound at NW Market St & 3rd Ave NW
- Westbound at NW Market St & 6th Ave NW/5th Ave NW
- Westbound at NW Market St & 8th Ave NW
- Westbound at NW Market St & 11th Ave NW
- Westbound at NW Market St & 14th Ave NW
- Westbound at NW Market St & 15th Ave NW
- Westbound at NE 45th St & Latona Ave NE

Transit Queue Jump

- Westbound at NE 45th St & 7th Ave NE
- Westbound at NE 45th St & 15th Ave NE

Parking Removal

- Eastbound at NE 45th St & 5th Ave NE to Latona Ave NE

Business Access and Transit Lane

- Westbound from NE 45th St & 15th Ave NE to NE 45th St & 7th Ave NE
- Westbound on N 46th St & Phinney Ave N

Left Turn Lane Removal

- NE 45th & Roosevelt Ave
- NE 45th St & 11th Ave NE
- NE 45th St & 12th Ave NE
- NE 45th St & Brooklyn Ave N

16041

2008-0118
March 19, 2008

ATTACHMENT C

Financial Partnership Agreement Template

**TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
XXX (SERVICE PARTNERS)**

THIS TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT (the "Agreement") is made by and between King County, a political subdivision of the State of Washington and home rule charter county with broad powers to provide public transportation within the County's geographic boundaries, by and through the King County Department of Transportation, Metro Transit Division (*the "County" or "Metro Transit"*) and XXX (*a Washington municipal corporation ("the City") and/or ABC Corporation, a Washington corporation ("ABC Corp")*) ("Service Partner," whether one entity or multiple entities), both (or all) of which entities may be referred to hereinafter individually as "Party" or collectively as the "Parties."

WHEREAS, in September 2006 the King County Council adopted Ordinance 15582, the *Transit Now* ordinance, directing the submission of a proposition to King County voters to fix and impose an additional sales and use tax of one-tenth of one percent to fund expansion of the King County Metro public transportation system and a variety of transit service improvements; and

WHEREAS, the *Transit Now* ordinance identified a number of transit service measures to be implemented using the one-tenth of one percent sales and use tax collected through *Transit Now* that focus on capital, operating, and maintenance improvements that are expected to expand and improve bus service on local streets and arterials within King County; and

WHEREAS, mutually beneficial contractual arrangements with other public and private entities ("service partnerships") that leverage public and private funds to provide both new and better bus service to cities and major employers is one of four key strategies (the "Service Partnership Program") identified in the *Transit Now* proposition approved by King County voters in the general election on November 7, 2006; and

WHEREAS, the Service Partnership Program is also designed and intended to support the service development objectives and financial strategies of the *Six-Year Transit Development Plan for 2002-2007*, and its successor, the *Ten-Year Strategic Plan for Public Transportation 2007-2016*;

WHEREAS, the *Ten-Year Strategic Plan for Public Transportation 2007 – 2016* adopted by the King County Council November 13, 2007 Strategy IM-3 exempts service partnerships, schedule maintenance, contracted services or partnership agreements from subarea allocation and reduction requirements; and

WHEREAS, Service Partner has submitted an application for a direct financial partnership for transit service and has met the criteria established by the County for awarding such partnerships; and

WHEREAS, the proposal submitted by Service Partner has been deemed to show a potential gain in ridership; and

WHEREAS, the proposal submitted by Service Partner has been approved by the King County Council,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to enter into a mutually beneficial contractual relationship for enhanced transit services consistent with the goals and directives of the *Transit Now* ordinance and initiative as authorized by King County Council Ordinance 15582 (approved in September 2006) and passed by the voters of King County as *Transit Now* in the general election on November 7, 2006 to leverage sustainable local resources for transit service and to increase transit ridership.

This Agreement establishes the responsibilities of the Parties in relation to the transit service partnership, including methods for financing, implementing, monitoring, improving and terminating the partnership.

2. **COUNTY'S RESPONSIBILITIES**

- 2.1 The County will provide transit service enhancements in accordance with the service specifications set forth in Attachment A, which is incorporated herein and made a part of this Agreement by this reference, pursuant to which the County and Service Partner will share the fully allocated cost of the increased service hours at a rate of not more than two-thirds from County funds to not less than one-third from Partner funds (actual contribution specified in Attachment A). Fully allocated costs include the cost of fuel, maintenance, driver wages, service supervision, infrastructure maintenance, revenue collection, scheduling, rider information, data analysis; and administrative and management costs. The County's cost allocation model will be used to determine the Service Partner's contribution. The County will manage the service in accordance with its regular procedures and as may be further specified in this Agreement. The Parties understand and agree that, notwithstanding Service Partner's financial contribution, the transit service referenced herein will be open to the general public.
- 2.2 The County will include the new transit service enhancements provided for under this Agreement in its annual route performance monitoring. Enhanced transit service provided for via service partnerships will be expected to perform at or above the subarea average for its particular type of service in at least three of the four standard indicators monitored in Metro's annual *Route Performance Report*:
- a) Rides per revenue hour;
 - b) The ratio of fare revenue to operating expense;
 - c) Passenger miles per revenue hour; and
 - d) Passenger miles divided by platform miles.
- 2.3 More specific benchmarks applicable to the enhanced transit service provided for herein are set forth in Attachment A. Three (3) years after implementation of the enhanced transit service provided for herein and annually thereafter, the County will make a determination as to the productivity and viability of the service. The County will notify Service Partner of its assessment of the service's productivity, performance, and ongoing viability. If the County deems that changes can be made to improve the service, the County and Service Partner will discuss possible modifications and may agree on any decisions to modify the service enhancements provided for herein, provided, however, that any such modifications shall be consistent with the requirements set forth in KCC 28.94.020(B)(2). After consultation with Service Partner, if the County determines that the enhanced service provided for herein is not viable based upon performance, and proposed changes are insufficient to boost productivity beyond a minimum threshold as may be established and the Parties cannot agree on a substitute investment on a different route or a different corridor, the County will notify Service Partner of its intention to terminate the Agreement.

3. SERVICE PARTNER'S RESPONSIBILITIES

- 3.1 **Monetary Contributions.** Service Partner will contribute, via payment of billings from the County twice per year, as specified in Section 5.1 of this Agreement, at least one-third of the fully allocated cost of the enhanced service described in Attachment A, in an amount not less than US\$100,000 per year for five (5) years to add to existing transit service or a minimum of US\$200,000 per year for five (5) years to implement new transit service. The foregoing dollar amounts represent the minimum monetary contributions that Service Partner will be responsible for pursuant to this Agreement. The amount of Service Partner's actual yearly monetary contributions, over and above the minimum yearly contributions specified in this Subsection 3.1, are to be determined by application of the cost allocation calculation specified in Attachment A, which is attached hereto and incorporated herein by this reference. If application of that cost allocation formula yields a higher dollar amount, Service Partner shall pay the larger amount.
- 3.2 **Transit Service Enhancements.** In addition to the financial contributions referenced in Subsection 3.1, Service Partner will undertake a number of additional actions that are expected to increase ridership on the enhanced bus services provided for herein, including, but not limited to implementation of transportation demand management programs, parking management, service promotions, and communication infrastructure and transit signal priority improvements. The transit service enhancements to be undertaken by Service Partner pursuant to this Agreement are set forth more fully in Attachment A, which is attached hereto and incorporated herein by this reference. The Parties acknowledge and agree that the goal of this Agreement is to increase ridership. Toward that end, the Parties agree to work together in good faith to refine the details of the required transit service enhancements in order to assure effective and timely implementation.

4. TERM OF AGREEMENT AND APPROVAL BY KING COUNTY COUNCIL

- 4.1 This Agreement shall commence upon signing by the Parties and, for each service specified in Attachment A, expire five (5) years after the start of that service, unless extended or earlier terminated pursuant to the terms of this Agreement. If after five (5) years the enhanced transit service is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of this Agreement and the additional performance benchmarks specified in Attachment A, and Service Partner desires to have Metro Transit continue to provide the enhanced transit service beyond the initial five year period, this Agreement may be extended by the Transit General Manager for an additional five years without additional approval by the King County Council.
- 4.2 This Agreement is subject to review and approval by the King County Council and, if necessary, the governing bodies of any other governmental entities that are a Party to this Agreement.

5. INVOICES/PAYMENT PROCEDURES

- 5.1 The County will invoice Service Partner twice each year for its contribution, as specified in Section 3.1 of this Agreement, to the transit service provided for herein. Service Partner will receive two (2) billings each calendar year for the actual costs incurred by the County to operate or manage the service.
- 5.2 An estimate of the total service costs based on scheduled service hours is shown in Attachment A. This estimate will be adjusted in January each year, based on the per mile and per hour rates for that year. This adjustment will be provided to the Service Partner.
- 5.3 Service Partner shall make payment within forty-five (45) days after receipt of an invoice. Should Partner fail to pay the County the amount due within forty-five (45) days of receipt of a billing invoice from the County, a late payment assessment shall be applied to any outstanding balance due for that invoice. The late payment assessment shall be fixed at the maximum rate allowable under Washington state law.

6. INDEMNIFICATION AND LEGAL RELATIONS

- 6.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.
- 6.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.
- 6.3 Each Party shall protect, defend, indemnify and save harmless the other Party, its elected officials, officers, officials, employees and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 6.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- 6.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, located in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 6.6 The provisions of this section shall survive any termination of this Agreement.

7. CHANGES AND MODIFICATIONS

This Agreement may be amended or modified only by prior written agreement signed by the Parties hereto. Such amendments and modifications may be executed by the General Manager of the County's Transit Division without additional Council approval, so long as any such amendments are consistent with the intent and purpose of this Agreement.

8. TERMINATION OF AGREEMENT

- 8.1 Either Party may terminate this Agreement, in whole or in part, in writing if the other Party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the other; provided, however, that, insofar as practicable, the Party terminating the Agreement will give not less than 135 calendar days prior to the County's February, June or September service change, by written notice delivered by certified mail, return receipt requested, of intent to terminate.
- 8.2 In addition to termination under Paragraph 8.1 of this Section, the County may terminate this Agreement pursuant to the provisions of Section 2.3 of this Agreement, in whole or in part, provided, that Service Partner will be given not less than 135 calendar days prior to the County's February, June or September service change, by written notice delivered by certified mail, return receipt requested, of intent to terminate.

- 8.3 If either Party terminates, Partner will pay the County a pro-rated amount for services performed in accordance with the Agreement to the date of termination.

9. **FORCE MAJEURE**

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

10. **WAIVER OF DEFAULT**

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

11. **ASSIGNMENT**

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that neither Party shall assign or transfer in any manner any interest, obligation or benefit of this Agreement without the other's prior written consent.

12. **NO THIRD PARTY BENEFICIARIES**

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

13. **MUTUAL NEGOTIATION AND CONSTRUCTION**

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

14. **ALL TERMS AND CONDITIONS**

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

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

15. **CONTACT PERSONS**

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

	Service Partner
Contact Name	
Organization	
Title	
Address	
Telephone	
Fax	
E-Mail	

	King County
Contact Name	
Title	
Address	
Telephone	
Fax	
E-Mail	

16. Each Party warrants and represents that its execution of this Agreement has been authorized by its governing body [via ordinance or motion number: _____, dated _____] or, in the case of a non-governmental entity, by an officer duly authorized to do so.

17. **Effective Date.** This Agreement shall take effect when it is signed by all the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the _____ day of _____, 2008.

KING COUNTY

SERVICE PARTNER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

16041

2008-0118
March 19, 2008

ATTACHMENT D

Speed and Reliability Partnership Agreement Template

**TRANSIT SERVICE SPEED AND RELIABILITY PARTNERSHIP AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
XXX (SERVICE PARTNER)**

THIS TRANSIT SERVICE SPEED AND RELIABILITY PARTNERSHIP AGREEMENT (the "Agreement") is made by and between King County, a political subdivision of the State of Washington and home rule charter county with broad powers to provide public transportation within the County's geographic boundaries, by and through the King County Department of Transportation, Metro Transit Division, (the "County" or "Metro Transit") and [insert name and description of contracting entity; e.g., the City of XXX, a Washington municipal corporation (the "City" and/or "Service Partner," whether one entity or multiple entities)], both (or all) of which entities may be referred to hereinafter individually as "Party" or collectively as the "Parties."

WHEREAS, in September, 2006 the King County Council adopted Ordinance 15582, the *Transit Now* Ordinance, directing the submission of a proposition to King County voters to fix and impose an additional sales and use tax of one-tenth of one percent to fund expansion of the King County Metro public transportation system and a variety of transit service improvements; and

WHEREAS, the *Transit Now* ordinance identified a number of transit service measures to be implemented using the one-tenth of one percent sales and use tax collected through *Transit Now* that focus on capital, operating, and maintenance improvements that are expected to expand and improve bus service on local streets and arterials within King County; and

WHEREAS, mutually beneficial contractual arrangements with other public and private entities ("Service Partnerships") that leverage public and private funds to provide both new and better bus service to cities and major employers is one of four key strategies (the "Service Partnership Program") identified in the *Transit Now* proposition approved by King County voters in the general election on November 7, 2006; and

WHEREAS, the Service Partnership Program is also designed and intended to support the service development objectives and financial strategies of the *Six-Year Transit Development Plan for 2002-2007* and its successor, the *Ten-Year Strategic Plan for Public Transportation 2007-2016*; and

WHEREAS, the *Ten-Year Strategic Plan for Public Transportation 2007-2016* adopted by the King County Council November 13, 2007 Strategy IM-3 exempts service partnerships, schedule maintenance, contracted services or partnership agreements from subarea allocation and reduction requirements; and

WHEREAS, Service Partner has submitted an application for a Speed and Reliability partnership and has met the criteria established by the County for awarding such partnerships; and

WHEREAS, the proposal submitted by Service Partner has been projected to meet or exceed the performance requirements; and

WHEREAS, the proposal submitted by Service Partner has been approved by the King County Council,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to enter into a mutually beneficial contractual relationship for enhanced and improved transit services consistent with the goals and directives of the *Transit Now* ordinance and initiative as authorized by King County Council Ordinance 15582 (approved in September, 2006) and passed by the voters of King County as *Transit Now* in the general election on November 7, 2006. The primary goal of Transit Speed and Reliability Partnerships, including this Agreement, is to encourage local jurisdictions to develop, implement and sustain traffic improvements that improve transit speeds by at least ten percent (10%) for routes operating on arterial core service connections, as identified in Metro Transit's *Six-Year Transit Development Plan for 2002-2007*. In exchange for implementing and/or supporting implementation of improvements that are projected to achieve a 10% or greater improvement in transit speed on an eligible core service connection, the Service Partner and Metro will work together to agree on where _____ additional annual service hours will be dedicated to benefit Service Partner's jurisdiction(s), either on a core connection or elsewhere.

This Agreement establishes the responsibilities of the Parties in relation to this transit service partnership, including methods for financing, implementing, monitoring, improving and terminating the service partnership.

2. COUNTY RESPONSIBILITIES

2.1 In exchange for Service Partner's implementation of certain transit speed and reliability improvements, in cooperation with the County, as described with particularity in Attachment A, which is attached hereto and incorporated into this Agreement by this reference, the County will reserve an additional _____ annual service hours of enhanced bus service. Service Partner will be eligible to receive these reserved bus service hours when all of the required actions or projects specified in Attachment A have been implemented. Once this service is implemented and continues to perform in accordance with the terms of this section, Metro will continue this service as long as the traffic improvements implemented by Service Partner remain in place.

The County will manage the enhanced transit service provided for herein in accordance with its regular procedures. The Parties understand and agree that the transit service referenced herein will be open to the general public.

2.2 The County will include the new transit service enhancements provided for under this Agreement in its annual route performance monitoring. Enhanced transit service provided for via service partnerships will be expected to perform at or above the subarea

average for its particular type of service in at least three of the four standard indicators monitored in Metro's annual *Route Performance Report*:

- a) Rides per revenue hour;
- b) The ratio of fare revenue to operating expense;
- c) Passenger miles per revenue hour; and
- d) Passenger miles divided by platform miles.

- 2.3 More specific benchmarks applicable to the enhanced transit service provided for herein are set forth in Attachment A. Three (3) years after implementation of the enhanced transit service provided for herein and annually thereafter, the County will make a determination as to the productivity and viability of the service. The County will notify Service Partner of its assessment of the service's productivity, performance, and ongoing viability. If the County deems that changes can be made to improve the service, the County and Service Partner will discuss possible modifications and may agree on any decisions to modify the service enhancements provided for herein, provided, however, that any such modifications shall be consistent with the requirements set forth in KCC 28.94.020(B)(2). After consultation with Service Partner, if the County determines that the enhanced service provided for herein is not viable based upon performance, and proposed changes are insufficient to boost productivity beyond a minimum threshold as may be established, the Parties will jointly agree on a substitute investment on a different route or a different corridor that will benefit the Service Partner's jurisdiction. If the Parties cannot agree the County will have the right to terminate this Agreement and will notify Service Partner of its intention to terminate the Agreement in writing, provided, however, that during these discussions, the Service Partner has not proposed to the County an alternative service investment on a route that is currently performing at or above the applicable performance indicators set forth at Subsection 2.2 of this Agreement. If the Service Partner proposes an alternative service investment on a route that currently meets the performance indicators set forth at Subsection 2.2 of this Agreement, the County will accept it as a suitable substitute investment, within the constraints of the enhanced bus service that is available for redeployment.
- 2.4 The County, in cooperation with Service Partner, will monitor transit performance on the core routes that are targeted for speed and reliability improvements by this Agreement, starting with the execution of this Agreement and extending for a minimum of five (5) years after all of the improvements described in Attachment A have been completed. The County will also, for the duration of the Agreement, monitor the improvements completed by Service Partner to ensure they are still in place.
- 2.5 The Parties have made their best faith effort to develop a list of actions and projects that they believe will achieve a ten percent (10%) or greater core route performance improvement. However, if the actual improvement in transit speed is less than ten percent after implementation, the County will continue to supply the agreed-upon service hours as part of the ongoing system as long as the Service Partner maintains the agreed-upon physical improvements and makes ongoing traffic operations decisions throughout the core connection, consistent with the intent of Attachment A, and in a manner that maintains a travel time advantage for transit; provided, however, that the County reserves the right to exercise the option of terminating the service pursuant to Section 2 of this Agreement.

3. SERVICE PARTNER'S RESPONSIBILITIES

- 3.1 Service Partner, in partnership with the County, agrees to undertake the set of actions and projects identified with particularity in Attachment A, which is attached hereto and incorporated herein by this reference; namely, certain capital projects and/or implementation of traffic operations changes. The Parties have agreed to complete all of these actions and projects by _____ (date). For those projects or actions for which the Service Partner is directly responsible, the Service Partner will provide official notice to the County in writing when those projects or actions have been completed. The County will then have 30 days to inspect the work and determine if the requirements set forth in Attachment A have been satisfied.
- 3.2. Once all of the improvements have been implemented, Service Partner agrees to sustain the agreed-upon physical improvements and make ongoing traffic operations decisions throughout the core connection, consistent with the intent of Attachment A and in a manner that maintains a travel time advantage for transit.
- 3.3 Any substantive modifications or changes to the required activities and improvements set forth in Attachment A, as deemed by either the Service Partner or the County, must be jointly approved in writing in advance by the Parties.

4. TERM OF AGREEMENT AND APPROVAL BY KING COUNTY COUNCIL

- 4.1 This Agreement shall commence upon signing by the Parties and shall continue unless terminated pursuant to the terms of this Agreement, as provided in Section 7.
- 4.2 This Agreement is subject to review and approval by the King County Council and, if necessary, the governing bodies of any other governmental entities that are a Party to this Agreement.

5. INDEMNIFICATION AND LEGAL RELATIONS

- 5.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.
- 5.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.
- 5.3 Each Party shall protect, defend, indemnify and save harmless the other Party, its elected officials, officers, officials, employees and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is

specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

- 5.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- 5.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, located in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 5.6 The provisions of this Section shall survive any termination of this Agreement.

6. CHANGES AND MODIFICATIONS

This Agreement may be amended or modified only by prior written agreement signed by the Parties hereto. Such amendments and modifications may be executed by the General Manager of the County's Transit Division without additional Council approval, so long as any such amendments are consistent with the intent and purpose of this Agreement.

7. TERMINATION OF AGREEMENT

- 7.1 Either Party may terminate this Agreement, in whole or in part, in writing, if the other Party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the other, including, but not limited to, Service Partner's failure to satisfactorily implement the traffic improvements requirements and related actions by the agreed upon completion date(s) as set forth in Attachment A; provided, however, that, insofar as practicable, the Party terminating the Agreement will give written notice of its intent to terminate not less than 135 calendar days prior to the County's February, June or September service change, delivered by certified mail, return receipt requested.
- 7.2 If the Service Partner determines that it will be unable to implement all of the improvements specified in Attachment A by the agreed upon completion date(s), it will provide written notice of this fact to the County at least 120 days in advance of this completion deadline. The Parties will then have 120 calendar days to attempt to reach agreement upon a set of alternative improvements and/or a revised completion date. If the Parties cannot agree upon an alternative set of improvements and/or a revised completion date, at the end of the 120 day period, the County shall provide Service Partner notice of its intent to terminate. The County will provide such notice in writing by certified mail, return receipt requested.
- 7.3 The County may terminate this Agreement pursuant to the provisions of Section 2.0 of this Agreement, in whole or in part; provided that Service Partner will be given written notice of the County's intent to terminate not less than 135 calendar days prior to the County's February, June or September service change, delivered by certified mail, return receipt requested.

8. **FORCE MAJEURE**

Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions commandeering material, products, or facilities by the federal, state or local government; and/or national fuel shortage, when satisfactory evidence of such cause is presented to the other Party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event should this provision eliminate the need to make any payment to the County to the extent any such payment is required pursuant to this Agreement.

9. **WAIVER OF DEFAULT**

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

10. **ASSIGNMENT**

This Agreement shall be binding upon the Parties, their successors and permitted assigns; provided, however, that neither Party shall assign any portion of this Agreement without the other's prior written consent.

11. **NO THIRD PARTY BENEFICIARIES**

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

12. **MUTUAL NEGOTIATION AND CONSTRUCTION**

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

13. **ALL TERMS AND CONDITIONS**

This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties related to the subject matter hereof and constitutes the entire Agreement between the Parties.

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

14. **CONTACT PERSONS**

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

	Service Partner
Contact Name	
City	
Title	
Address	
Telephone	
Fax	
E-Mail	

	King County
Contact Name	
Title	
Address	
Telephone	
Fax	
E-Mail	

15. Each Party warrants and represents that its execution of this Agreement has been authorized by its governing body [via ordinance or motion number: _____, dated _____] or, in the case of a non-governmental entity, by an officer duly authorized to do so.

16. **Effective Date.** This Agreement shall take effect when it is signed by all the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the _____ day of _____, 2008.

KING COUNTY

SERVICE PARTNER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT E

Service Partnerships Contingency List

Transit Now Service Partnerships
Contingency List

Evaluation ranking	Route/Service	Partners	Proposal
1 <i>(Remainder of service reward for speed & reliability improvements)</i>	Route location t.b.d.	<ul style="list-style-type: none"> ▪ City of Bellevue – lead ▪ City of Redmond 	Bellevue/Redmond RapidRide corridor traffic operations improvements by cities to increase transit speed (current Rts 230 & 253). Metro RapidRide improvements to be implemented 2011.
2	Route location t.b.d.	<ul style="list-style-type: none"> ▪ City of Federal Way – lead ▪ City of Kent ▪ City of Des Moines ▪ City of SeaTac 	Highway 99 South RapidRide corridor traffic operations improvements by cities to increase transit speed (current Rt 174). Metro RapidRide improvements to be implemented 2010.
3	Route location t.b.d.	<ul style="list-style-type: none"> ▪ City of Seattle 	Ballard/Uptown RapidRide corridor traffic improvements to increase transit speed. Routing via 15th Ave NW and/or 24th Ave NW (current routes 15 and 18) to be determined in 2009. Proposal was evaluated for each route separately and both together. Metro RapidRide improvements to be implemented 2012.
4	Route location t.b.d.	<ul style="list-style-type: none"> ▪ City of Seattle – lead ▪ City of Shoreline 	Aurora RapidRide corridor traffic improvements by cities to increase transit speed (current Rt 358). Metro RapidRide improvements to be implemented 2013.
5*	Route location t.b.d.	<ul style="list-style-type: none"> ▪ City of Seattle 	City improvements to traffic operations on corridor to increase speed of Rt 5.
6*	Route location t.b.d.	<ul style="list-style-type: none"> ▪ City of Seattle 	City improvements to traffic operations on corridor to increase speed of Rt 7.
7*	Route location t.b.d.	<ul style="list-style-type: none"> ▪ City of Seattle 	City improvements to traffic operations on corridor to increase speed of Rt 44.
<p><i>* Preliminary evaluation as of 2/14/08.</i></p> <p><i>Upon completion of traffic operations improvements, speed and reliability partners are rewarded with 5000 annual transit service hours for each designated core route that benefits from the improvements. The reward hours may be placed on a different route, as agreed between Metro and the partner. These hours are over and above Transit Now-funded RapidRide services and would remain in place so long as the partner's improvements do.</i></p>			