BELLEVUE RECORDS MANAGEMENT

CONTRACT FACE SHEET

Document Type:

- ☐ Contract
- ☐ MOU
- ☒ Interlocal Agreement
- ☐ Notice of Acceptance
- ☐ Retainage
- ☐ Franchise Agreement
- ☐ Right of Way Use Agreement
- ☐ Lien
- ☐ Correspondence
- ☐ Collective Bargaining Agreement

Status:

- ☒ New
- ☐ Amendment
- ☐ Change Order
- ☐ Renewal
- ☐ Cancellation

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***JDE PO Number:** 811578-000

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*Denotes mandatory fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

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TRANSIT SERVICE SPEED AND RELIABILITY PARTNERSHIP AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
THE CITY OF BELLEVUE, WASHINGTON
AND
THE CITY OF REDMOND, WASHINGTON

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 the City of Bellevue and the City of Redmond, both Washington municipal corporations (the "Cities" and/or "Service Partner, " whether one entity or multiple entities), 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 *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 *Ten-Year Strategic Plan for Public Transportation 2007-2016.* In exchange for implementing and/or supporting implementation of such traffic improvements, Metro will add up to 10,000 annual service hours, as available through allocation of the Transit Now Service Partnership program, in the Service Partner' jurisdiction(s). Metro and Service Partner will work together to agree on where the additional service will be located to benefit Service Partner's jurisdictions, either on a core connection or elsewhere, as an on-going part of the transit system. The available hours will be divided equally between the two jurisdictions unless otherwise agreed by the Service Partner.

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, this Service Partnership is eligible for up to 5000 annual service hours for each of the two core transit routes operating on the Bellevue-Redmond RapidRide Corridor at the effective date of this Agreement, for a maximum of 10,000 annual service hours.

When all of the required actions or projects specified in Attachment A have been completed, Service Partner will be eligible to receive as many of the 10,000 bus service hours as are available at that time from the Transit Now Service Partnership Program. As a result of the ranking and phasing of partnerships adopted with Ordinance 16041, an estimated 7,700 service hours are available for this partnership. The balance of the 10,000 hours for this partnership would be added if and when they become available, either through adjustments to higher-ranked partnerships or allocation of additional program hours by the King County Council. Once the transit 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 June 2011. 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

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.

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, and the County's failure to provide transit service enhancements following implementation of traffic improvements; 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 next planned 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 next planned 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

13.1 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.

13.2 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	**Service Partner**
Contact Name	Maria Koengeter	Joel Pfundt
City	City of Bellevue	City of Redmond
Title	Senior Planner	Principal Planner
Address	Transportation Department 450 – 110th Ave NE Bellevue, WA 98004	Public Works, Transportation Division 15670 NE 85th Street, MS 2NPW Redmond, WA 98073-9710
Telephone	425-452-4345	425-556-2750
Fax		425-556-2820
E-Mail	mkoengeter@bellevuewa.gov	jpfundt@redmond.gov

	King County
Contact Name	Ellen Bevington
Title	Supervisor, Speed & Reliability, King County Metro Transit
Address	201 S Jackson Street KSC-TR-0411 Seattle, WA 98104
Telephone	206-684-1953
Fax	206-263-4958
E-Mail	ellen.bevington@kingcounty.gov

15. Each Party warrants and represents that its execution of this Agreement has been authorized by its governing body via King County Ordinance No 16041 dated March 24, 2008, and via City of Bellevue resolution dated December 8, 2008 and via City of Redmond motion, dated December 2, 2008.

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 17 day of December, 2008.

KING COUNTY

By: _____
Kevin Desmond
General Manager
King County Metro Transit

Date: 12/31/08

SERVICE PARTNER

By: _____
Brad Miyake
Deputy City Manager
City of Bellevue

Date: 12-16-08

Approved as to form:
By: _____
Assistant City Attorney

SERVICE PARTNER

By: _____
John Marchione
Mayor
City of Redmond

Date: 12/17/08

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

A. Transit Improvement Measures

The Service Partner submitted a Speed and Reliability Partnership Proposal for the Bellevue-Redmond Rapid Ride corridor that contained a list of proposed improvement projects that yielded a forecast travel time improvement of 15.2% for the future Bellevue-Redmond Rapid Ride route or for whatever successor service is operated in this corridor. This proposal was the basis for the not to exceed 10,000 hour partnership award to the Service Partner of Bellevue and Redmond authorized by the King County Council.

Subsequently, the Service Partner asked for consideration of a change in the Bellevue-Redmond RapidRide alignment from 156th Avenue NE to 152nd Avenue NE between NE 24th Street and NE 31st Street. They then identified additional improvements to compensate for projects that had previously been identified along 156th Avenue NE that would be eliminated by this routing change. The revised project list was forecast to provide a travel time improvement of 15.9%. This maintains the position of the Bellevue-Redmond Speed and Reliability proposal relative to the ranking of all other proposals that were received.

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 for the Bellevue/Redmond RapidRide corridor, dated December 21, 2007, and as subsequently updated to accommodate the routing revision to 152nd Avenue NE. The updated summary list of all these actions is appended as Exhibit 1.

B. Roles, Responsibilities and Financing

The Service Partner has agreed on the roles and responsibilities for each party in the design, construction and financing for all projects and all related actions necessary to implement the transit improvements described in Section A. These agreements are summarized in Exhibit 2.

In the Redmond section of the RapidRide corridor, there are many unknowns regarding the cost of developing the fiber and ITS cabinets that are the required infrastructure to support the transit signal priority installations indentified in Exhibit 1. The County will design and construct this required infrastructure based on a design that is mutually acceptable to both parties. Both parties will work collaboratively to develop a design that relies on a combination of existing and new communications infrastructure and that can be built within the approved County budget of $1,683,000 for this infrastructure within the City of Redmond. This budget includes all cost associated with this effort, including design, equipment purchases, installation/construction, construction engineering, contract administration and contingency.

The Parties have also agreed on a set of milestones for key decisions and completion dates required to meet the agreed upon schedule. These milestones and completion dates are summarized in Exhibit 3.

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

The Parties have reached agreement regarding the ongoing ownership and maintenance of the infrastructure required to operate transit signal priority and on the operation and evaluation of transit signal priority. These terms are summarized in supplemental Operations and Maintenance Agreement for Transit Signal Priority, as appended in Exhibits 6 and 7. The Parties commit to execute this supplemental Operations and Maintenance Agreement for Transit Signal Priority at the same time that the Transit Service Speed and Reliability Partnership Agreement is executed.

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 June 2011. Thereafter, the County will program the enhanced bus service described in Section 2 of the Agreement to commence in 2013.

If the Parties subsequently determine that this completion date of June 2011 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, if needed, 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

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

The County 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.

G. Complementary Actions

Service Partner agrees to implement the following complementary actions:

City of Bellevue

- Market the new service on the City's Web pages and the City's relevant print publications.
- Coordinate the Downtown Bellevue Transportation Management Association and CTR-affected employers to promote the new service to downtown employees and residents through existing outreach channels.
- Continue to implement and monitor Transportation Management Plans in order to advance transit-supportive parking management practices, consistent with the Bellevue City Code Transportation Management Plan requirements.
- Continue to provide promotion of non-drive-alone travel for employees and residents through the existing Commute Trip Reduction program and the Downtown Bellevue Growth and Transportation Efficiency Center.

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 the Bellevue and Redmond *RapidRide* route and other commute alternatives.
- Implement an Overlake Growth and Transportation Efficiency Center as part of its Commute Trip Reduction (CTR) plan.
- Pursue implementation of the Overlake Neighborhood Plan to reinforce transit-oriented development in the Overlake Urban Center.

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Exhibit 1: Transit Improvement Measures

Summary of Improvement Projects in Redmond		
Agreement #	S&R Service Partnership Ref #	Project Title
1	R-1	TSP at 161st Ave NE & NE 83rd St
2	R-2a	Convert 4 lanes to 3 at 161st Ave NE & NE 85th St
3	R-2b	Re-optimize 161st Ave NE & NE 85th St
4	R-3	TSP at 161st Ave NE & NE 85th St
5	R-4a	Convert 4 lanes to 3 at 160th Ave NE & NE 85th St
6	R-4b	Re-optimize 160th Ave NE & NE 85th St
7	R-5	TSP at 160th Ave NE & NE 85th St
8	R-6	Add EBRT Overlap and re-optimize 160th Ave NE & NE 90th St
9	R-7	TSP at 160th Ave NE & NE 90th St
10	R-8	TSP at 154th Ave NE & NE 90th St
11	R-9	TSP at Willows Rd NE & NE 90th St
12	R-10	Coordinate signals on 148th Ave NE
13	R-11	TSP at 148th Ave NE & Redmond Way
14	R-12	TSP at 148th Ave NE & Old Redmond Rd
15	R-13	TSP at 148th Ave NE & NE 54th St
16	R-14	TSP at 148th Ave NE & NE 51st St
17	R-15	TSP at 148th Ave NE & NE 46th St
18	R-16	TSP at 148th Ave NE & NE 40th St
19	R-17	Coordinate signals on NE 40th St
20	R-18	TSP at NE 40th St & 150th Ave NE
21	R-19	TSP at NE 40th St & 15200 Block
22	R-20	TSP at NE 40th St & SR 520 WB Ramp, subject to WSDOT approval
23	R-21	TSP at NE 40th St & SR 520 EB Ramp, subject to WSDOT approval
24	R-22	TSP at NE 40th St & 156th Ave NE
25	R-23	Coordinate signals on 156th Ave NE
26	R-24	TSP at 156th Ave NE & Overlake Transit Center
27	R-25	TSP at 156th Ave NE & NE 36th St
28	R-26	TSP at 156th Ave NE & NE 31st St
29	-	Convert 4 lanes to 3 on 152nd Ave NE ***
30	-	TSP at 152nd Ave NE & NE 24th St
31	-	TSP at 152nd Ave NE & 2600 Block
32	-	Coordinate signals on 152nd Ave NE.
*** For the duration of this Agreement, Redmond has agreed to maintain a pair of in lane bus stops on 152nd for the		
County in the general vicinity of the Overlake Park and Ride; Redmond plans to implement Project #29, in two phases.		
In phase 1, in lane stops will be provided by installing C-curb or a median. In phase 2, in lane stops will be provided		
by constructing bus bulbs. The parties will mutually agree on the design of these improvements.		
Summary of Improvement Projects in Bellevue		
33	B-1	Coordinate signals on 156th Ave NE
34	B-4	TSP at 156th Ave NE & NE 24th St
35	B-5	TSP at 156th Ave NE & NE 20th St
36	B-6	TSP at 156th Ave NE & NE 15th St
37	B-7	TSP at 156th Ave NE & NE 13th St
38	B-8	TSP at 156th Ave NE & NE 10th St
39	B-9	Add SBRT overlap and re-optimize 156th Ave NE & NE 8th St
40	B-10	TSP at 156th Ave NE & NE 8th St
41	B-11	TSP at NE 8th St & 143rd Ave NE
42	B-12	TSP at NE 8th St & 140th Ave NE
43	B-13	TSP at NE 8th St & 124th Ave NE
44	B-14	TSP at NE 8th St & 120th Ave NE
45	B-15a	Add EBRT drop lane at NE 8th St & 112th Ave NE
46	B-15b	Re-optimize NE 8th & 112th Ave NE
47	B-16a	Add NBT-R lane at NE 8th St & 110th Ave NE
48	B-16b	Re-optimize NE 8th & 110th Ave NE
49	-	TSP at NE 24th St & Bel-Red Rd
50	-	Coordinate signals on NE 24th Street

Exhibit 2: Overview of Roles, Responsibilities, and Financing for Bellevue and Redmond Speed and Reliability Service Partnership

Project Elements	King County	City of Redmond	City of Bellevue
Channelization Projects and Bus Bulbs	Review and approve City designs for all re-channelization and bus bulb projects from Exhibit 1.	Finance, design and construct all re-channelization and bus bulb projects from Exhibit 1.	Finance, design and construct all re-channelization projects from Exhibit 1.
Transit Fiber Network	In addition to fiber that the Cities have agreed to provide, as outlined in Exhibits 4 and 5, the County will finance, design and construct the additional fiber connections that are required to operate the Transit ITS elements of the Bellevue and Redmond RapidRide corridor, as jointly agreed upon by the parties and within the constraints of the approved King County budget. The parties have agreed to execute, on or before December 2009, a fiber maintenance agreement.	The City will provide for County use City fiber as may be agreed by the City and County after completion of the design and the availability of an accurate cost estimate for the required Redmond infrastructure; the areas of interest are noted in Exhibit 4. The City will provide access to existing City owned conduit and vaults for County installation of new fiber developed under to support this Agreement, when space is available. The City will permit the County to connect the fiber developed and /or committed in the City of Redmond to fiber provided by the City of Bellevue to implement this Agreement. The parties have agreed to execute, on or before December 2009, a fiber maintenance agreement.	The City will provide for County use the City fiber, as generally described in Exhibit 5. The City will provide access to existing City owned conduit and vaults for County installation of new fiber developed to support this Agreement, when space is available. The City will permit the County to connect the fiber developed and /or committed in the City of Bellevue to fiber provided by the City of Redmond to implement this Agreement. The parties have agreed to execute, on or before December 2009, a fiber maintenance agreement .
Power	The County will finance, design and install any new power connections required to support Transit ITS Cabinets, including any new conduit connections between the Transit ITS cabinet and the Traffic Control Cabinets that may be required.	The City will review and approve the design of the power connection from City signal system to County Transit ITS Cabinet; and after the power service has been installed will pay for the electrical use of this cabinet for duration of this Speed and Reliability Partnership Agreement The City will provide at its expense traffic control cabinets that will support the installation of the required TPR Interface Panel to connect the TSC System to the TPR System	The City will review and approve the design of the power connection from City signal system to County Transit ITS Cabinet; and after the power service has been installed will pay for the electrical use of this cabinet for duration of this Speed and Reliability Partnership Agreement The City will provide at its expense traffic control cabinets that will support the installation of the required TPR Interface Panel to connect the TSC System to the TPR System

Exhibit 2: continued

Project Elements	King County	City of Redmond	City of Bellevue
Transit ITS Cabinets and Transit Priority Request System	The County will finance, purchase and install the agreed upon Transit ITS Cabinet and all of the related communication and the Transit Priority Request equipment, with the exception of the interface panel. The County will purchase and supply the interface panel to the City for installation by City traffic control cabinet.	The City agrees to permit installation of Transit ITS Cabinets in City R/W, attachment of Transit ITS Antenna(s) on city mast arms and shared use of City owned conduit and vaults when available. The City will either approve the use of a stand alone Transit ITS cabinet or an alternative TSP compatible cabinet as may be agreed upon by the Parties.	The City agrees to permit installation of Transit ITS Cabinets in City R/W, attachment of Transit ITS Antenna(s) on city mast arms and shared use of City owned conduit and vaults when available. The City will either approve the use of a stand alone Transit ITS Cabinet that the County is prepared to furnish and install, or the County will contribute $15,000 per cabinet to the City to develop and install at City expense an alternative TSP Compatible Traffic Control Cabinet that is acceptable to both parties.

Exhibit 2: continued

Project Elements	King County	City of Redmond	City of Bellevue
Traffic Signal Control System	Review and confirm that the test results supplied by the City are sufficient to evaluate the transit signal priority capabilities of the Traffic Signal Control System.	The City will implement at its expense a Traffic Signal Control System that is capable of providing the required TSP settings/functionality, as outlined the Bellevue and Redmond Speed and Reliability Partnership Proposal. At a minimum, the Traffic Signal Control System must have the ability to provide at a minimum the Tier 1 and Tier 2 capabilities, as described in the Bellevue and Redmond Speed and Reliability Partnership Proposal The City will conduct the necessary testing to confirm that the Traffic Signal Control System, both hardware and software that it selects, has the required TSP functionality and will provide these test results to the County. The City is of the opinion that its current Traffic Control System meets all of the requirements outlined above; when transit signal priority is activated in this system in 2009, the City will confirm that it provides the required TSP functionality.	The City will implement at its expense a Traffic Signal Control System that is capable of providing the required TSP settings/functionality, as outlined the Bellevue and Redmond Speed and Reliability Partnership Proposal. At a minimum, the Traffic Signal Control System must have the ability to provide at a minimum the Tier 1 and Tier 2 capabilities, as described in the Bellevue and Redmond Speed and Reliability Partnership Proposal The City will conduct the necessary testing to confirm that the Traffic Signal Control System, both hardware and software that it selects, has the required TSP functionality and will provide these test results to the County.
Transit Signal Priority System Integration	The County will lead the overall integration effort for the Transit Priority Request System.	The City will support the integration effort, including being responsible for insuring that the connections between the Transit Priority Request System and the City Traffic Signal Control System are properly installed at each transit signal priority site and that the Traffic Control System delivers an appropriate response.	The City will support the integration effort, including being responsible for insuring that the connections between the Transit Priority Request System and the City Traffic Signal Control System are properly installed at each transit signal priority site and that the Traffic Control System delivers an appropriate response.

Exhibit 2: continued

Project Elements	King County	City of Redmond	City of Bellevue
Coordinated Signal Timings and Transit Signal Priority Settings	To initiate transit signal priority operation, the County will develop and implement at County expense the transit priority request settings (time of day; frequency of call, eligible routes) that are generally consistent with the Bellevue and Redmond Speed and Reliability Partnership Proposal.	To initiate transit signal priority operation, the City will develop and implement at City expense the agreed upon traffic signal settings, including the transit signal priority settings, as generally described in the Bellevue and Redmond Speed and Reliability Partnership Proposal. *The City will coordinate implementation of traffic* signal settings with County implementation of Transit Priority System Request settings. Consistent with the Bellevue and Redmond Speed and Reliability Partnership Proposal, the City, at its expense, will retime coordinated signal systems covered by this Agreement at least once every five years.	To initiate transit signal priority operation, the City will develop and implement at City expense the agreed upon traffic signal settings, including the transit signal priority settings, as generally described in the Bellevue and Redmond Speed and Reliability Partnership Proposal. *The City will coordinate implementation of traffic* signal settings with County implementation of Transit Priority System Request settings. Consistent with the Bellevue and Redmond Speed an Reliability Partnership Proposal, the City, at its expense, will retime coordinated signal systems covered by this Agreement at least once every five years.
Back Haul Connections	The County will execute an agreement with WSDOT to secure the required access to WSDOT's Traffic Buster network to support Transit ITS applications along the Bellevue and Redmond RapidRide corridor.	The City will participate in the WSDOT Traffic Buster network and provide a location where the Traffic Buster network and the fiber connections provided to the County by the City are co-located, and where *there is suitable* space to house the required County communication equipment to connect the County network with the WSDOT network. The City and the County will each negotiate with WSDOT for their allotment of bandwidth on the WSDOT Traffic Budget network. A Traffic Buster connection for the County at Redmond City Hall is contingent upon establishing a dedicated County fiber connection to this site." If the City purchases and operates a centralized traffic management system, the City will insure that there is a connection between the County and the City that allows the parties to share traffic logs. The capabilities should be similar to those that were developed by the County for *the ACTRA and ICONS* central systems, provided by the firms of Siemans and Econolite, respectively.	The City will participate in the WSDOT Traffic Buster network and provide a location where the Traffic Buster network and the fiber connections provided to the County by the City are co-located, and where there is suitable space to house the required County communication equipment *to connect these two* systems. If the City purchases and operates a centralized traffic management system, the City will insure that there is a connection between the County and the City that allows the parties to share traffic logs. The capabilities should be similar to those that were developed by the County for the ACTRA and ICONS central systems, provided by the firms of Siemans and Econolite, respectively.

Exhibit 3: Milestones, Dates and Summary Task Assignments

Task	Milestones	City of Bellevue Tasks	City of Redmond Tasks	King County Tasks	Completion Date
1	Finalize specifications for Transit ITS cabinet unit	Review and approve for inclusion in final design effort, as required	Review and approve for inclusion in final design effort, as required	Identify options for discussion	January, 2009
2	Finalize specifications/approach for a TSP Compatible Traffic Control Cabinet.	Develop new stretch cabinet design for inclusion in final design effort, as required.	Not applicable	Review and approve	January, 2009
3	Select Consultant(s) for Final Design of Transit Priority Request System and Transit ITS Communication Network	Participate in consultant selection process	Participate in consultant selection process	Manage consultant selection process	March, 2009
4	Complete design and acceptance of interface panels	Review and approve for inclusion in final design effort	Review and approve for inclusion in final design effort	Develop and test prototype	April, 2009
5	Develop and approve an Operations and Maintenance Agreement for Transit Fiber Network	Execute agreement	Execute agreement	Execute agreement	December, 2009
6	Complete Final Design for Transit Priority Request System and Transit ITS Network	Review and approve plans	Review and approve plans	Prepare final plans and contract documents for bid	January, 2010
7	Execute construction/installations contract(s) to install Transit Priority Request System, Transit ITS Communication Network and all related electrical work and connections.	Issue permits as required	Issue permits as required	Award contract and supervise installation contractor	April, 2010
8	Complete installation of any new Traffic Signal Control System(s) and/or all major upgrade to the existing Traffic Control System and demonstrate required TSP functionality	Complete development and testing of all required TSP functionality	Complete development and testing of all required TSP functionality	Review and approve testing results for TSP capabilities	July, 2010
9	Completes installation of Transit Priority Request System and Transit ITS Communications Network	Inspect work; provide staff support for access to City facilities as needed by contractor	Inspect work; provide staff support for access to City facilities as needed by contractor	Manage contractor	September, 2010
10	Complete integration of TPR System and TSCS and activate backhaul connection	Provide staff support as required	Provide staff support as required	Manage integration contractor	December, 2010
11	Implement all required TSP settings and all Signal Optimization projects for all signal related projects	Implement coordinated signal timing plans and all TSP signal settings	Implement coordinated signal timing plans and all TSP signal settings	Implement TSP request settings	March, 2011
12	Complete all rechannelization projects	Complete Projects 45 and 47 from Exhibit 1	Complete Project 29; Projects 2 and 5 are complete.	Review and approve final channelization plans	On or before March , 2011
13	Complete testing and acceptance activities for all TSP installations	Provide staff support as required	Provide staff support as required	Provide staff support as required	June, 2011

Exhibit 4: Redmond Fiber Communications Plan for Transit Signal Priority and Real Time Information Signs

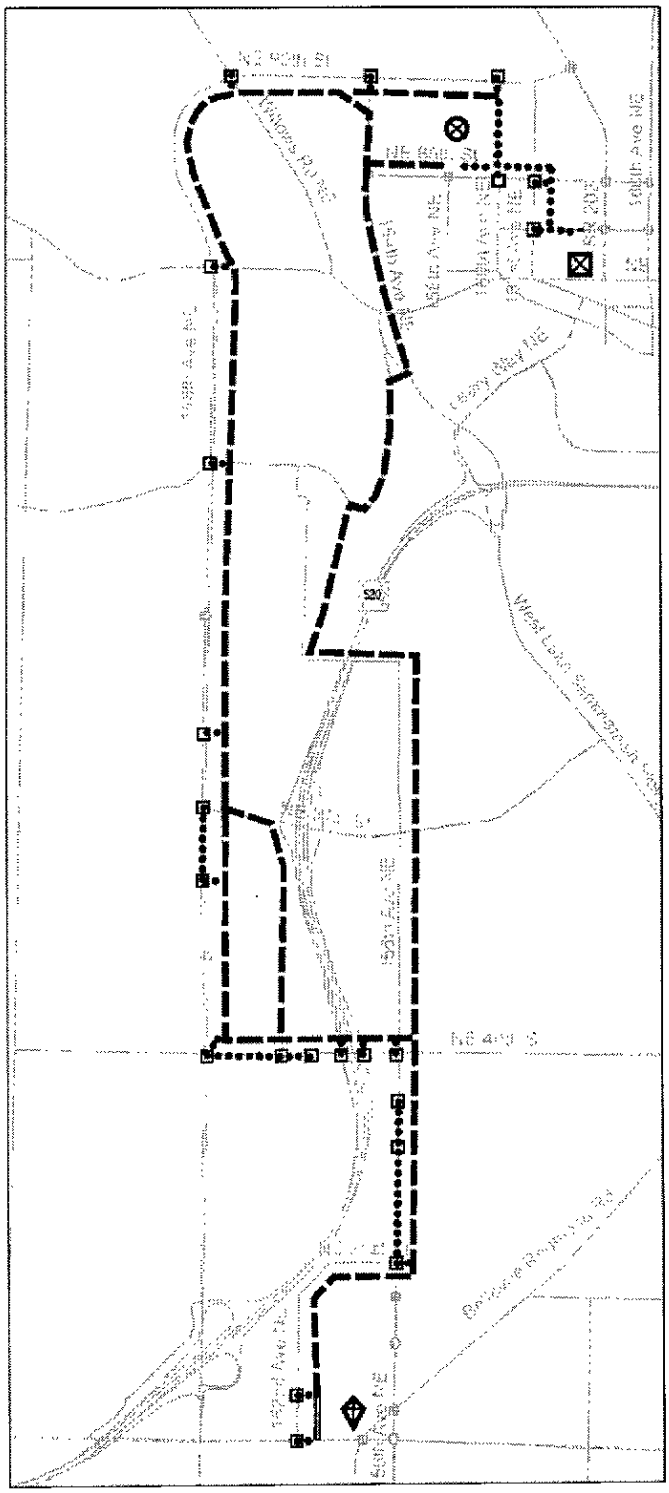


Exhibit 5: Bellevue Fiber Communications Plan for Transit Signal Priority and Real Time Information Signs

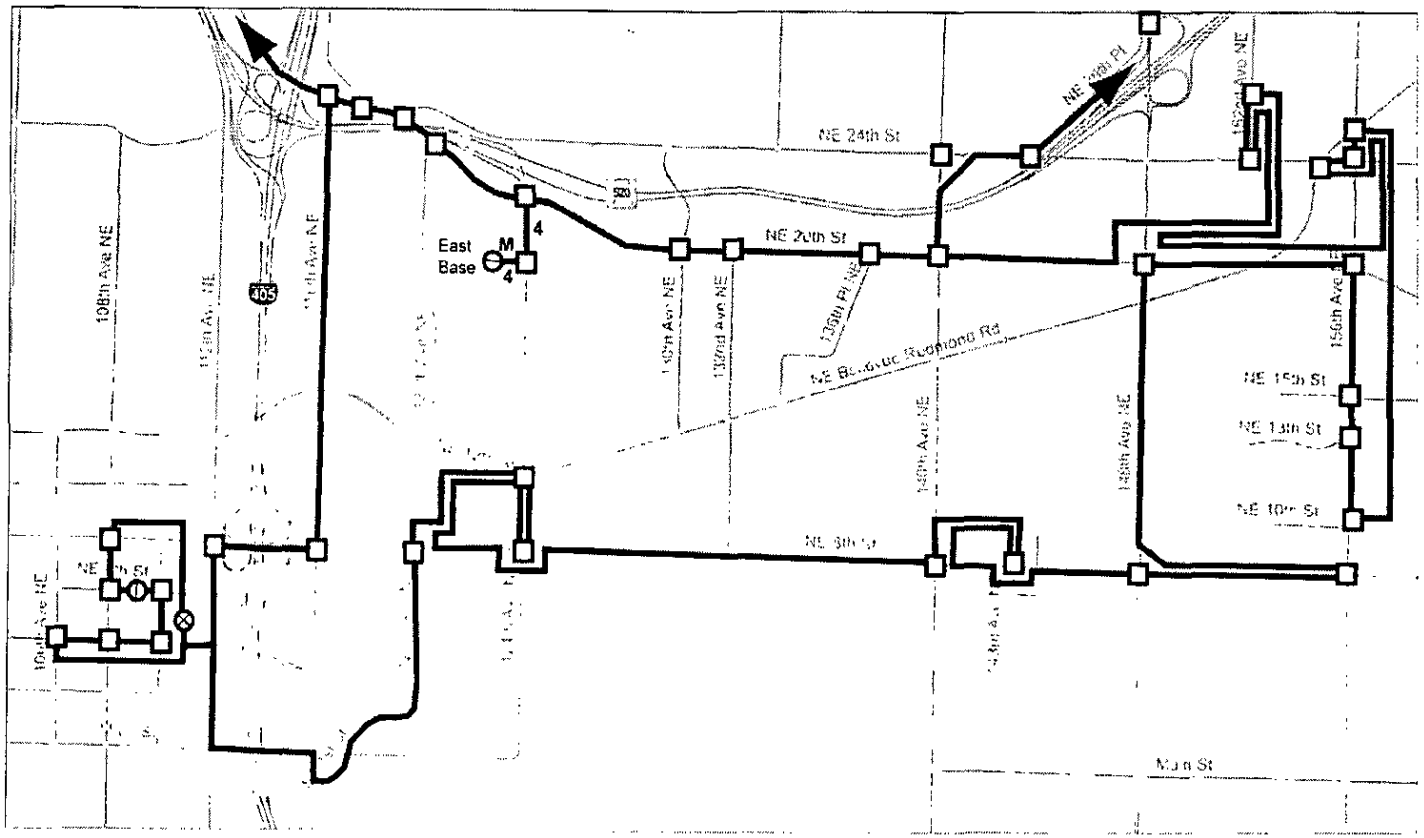


Exhibit 6: Operation and Maintenance of Transit Signal Priority within the City of Redmond

Agreement Between the City of Redmond and King County for Operation and Maintenance of Transit Signal Priority

THIS OPERATIONS AND MAINTENANCE AGREEMENT is made and entered into this ___ day of _____ 2008, by and between King County, hereinafter called the "County," and the City of Redmond hereinafter called the "City," both of which entities may be collectively referred to as the "Parties."

WHEREAS, the City has been selected for a Transit Service Speed and Reliability Partnership Award for the Bellevue and Redmond RapidRide corridor; and

WHEREAS, this award was based in part on the City agreeing to provide a speed and reliability benefit to transit vehicles through the operation of transit signal priority; and

WHEREAS, the City has committed to implement transit signal priority at specified intersections; and

WHEREAS, the Parties are required as a condition of the Transit Service Speed and Reliability Partnership Agreement to execute a supplemental operations and maintenance agreement outlining the roles and responsibilities of each party for the transit signal priority system and all related signal timing projects;

WHERAS, the general terms and conditions contained in the Transit Service Speed and Reliability Partnership Agreement are incorporated by reference, except as modified below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follow:

1 Definitions

1.1 "O and M AGREEMENT" shall mean this supplemental AGREEMENT between the City and the County for the operations and maintenance of Transit Signal Priority.

1.2 "TSP" means Transit Signal Priority, the ability of a traffic signal control system, generally within the traffic controller functional capability, to grant special priority treatment to buses by adjusting traffic controller settings so as to reduce signal delay for transit buses. This term is synonymous with "TSP functionality."

1.3 "TSC System" means the Traffic Signal Control System maintained and owned by the City for the purpose of managing and controlling vehicular traffic, including, but not limited to, intersection street equipment (traffic signal heads, poles, detectors, conduit, interconnect, traffic controllers and cabinets), and supporting Traffic Management Center ("TMC") software and/or hardware.

1.4 "TSP System" means the Transit Signal Priority System which is the functional integration of the TPR System with the TSC System through which TSP is provided.

1.5 "TPR System" means the Transit Priority Request System that identifies transit buses as they approach a signalized intersection for the purpose of requesting priority treatment from the signal controller. The system is comprised of (i) on-board bus components (ii) the Transit ITS Communication Network, (iii) the TPR generator, (iv) TPR Interface Panel and (v) the TPR Management System.

1.6 "TPR Generator" means the Transit Priority Request Generator, the portion of the TPR System that is located either in a Transit ITS Cabinet or in a dedicated space with the "TSP Compatible Traffic Control Cabinet. This unit generates the conditional priority request that is transmitted to the Traffic Signal Control System.

1.7 "TPR Interface Panel" means the termination panel that connects the TPR system to the TSC System.

1.8 "TPR Management System" means the TPR Management Server, backhaul network connections to the King County wide area network (WAN); "Transit Priority Request Logic" and all other central system hardware and applications located in the King Street Center County offices that are used to manage and communicate with the TPR Generators in the field. It also includes any TPR Remote Workstations that provide user input, and system management and operational functions.

1.9 "Transit Priority Request Logic" means the algorithms within the TPR System that establishes the hours of operation for transit signal priority and the frequency with which transit coaches will be allowed to request priority.

1.10 "Transit ITS Communication Network" means the equipment required to operate an ethernet based network that supports transit signal priority operations and real time transit information signs. It includes the following: a "Transit Fiber Network," switching and routing equipment located in either a "Transit ITS Cabinet" or a dedicated space within a City-owned "TSP Compatible Traffic Control Cabinet"; wireless communication equipment on board the transit fleet; and Transit Antenna(s) for wireless communication that are mounted on the City-owned mast arm at the intersection.

1.11 "Transit Fiber Network" shall mean the physical communication infrastructure established within the City by the Parties to support the operation of the Transit ITS Communication Network.

1.12 "Transit Antenna" shall mean the antenna(s) located on City-owned mast arms with communication connections to either the National Electrical Manufacturers Association (NEMA) certified Transit ITS cabinets that will be installed in City right of way adjacent to and connected by conduit for power and communications connections to City-owned traffic control cabinets; the Transit ITS Cabinets shall be used to house equipment related to the operation of the TPR System.

1.13 "Transit ITS Cabinet" shall mean small NEMA certified cabinets that will be installed in City right of way adjacent to and connected by conduit for power and communication to City-owned traffic control cabinets. Transit ITS cabinets shall be used to house equipment related to the operation of the TPR System.

1.14 "TSP Compatible Traffic Control Cabinet" means those NEMA certified traffic control cabinets installed and maintained by the City to house traffic control equipment that have been configured to provide a dedicated, secured space within the cabinet to house equipment related to the operation of the TPR System that is separate from the space that houses all of the traffic control equipment..

2 General

2.1 This O and M AGREEMENT will function as a master agreement which outlines the terms and conditions under which the City and the County agree to operate and maintain all transit signal priority installations within the City. Upon execution, this O and M AGREEMENT will apply to the transit signal priority installations that will be developed along the Bellevue and Redmond RapidRide corridor, as identified in the attached Table 1.

2.2 The City and the County agree they have joint responsibility for the implementation and ongoing operation of transit signal priority. The Parties re-affirm the principles for the implementation and operation of transit signal priority projects and all other signal operations projects as outlined in Bellevue and Redmond Speed and Reliability Partnership Proposal.

2.3 In the future, if the Parties jointly agree to add additional transit signal priority installations to the system, this O and M AGREEMENT may be amended by expanding Table 1 to include these new installations. The same terms and conditions will apply unless the Parties agree to new ones. The mechanism for enrolling future TSP installations will be a written request from the County to the City to amend Table 1. The signatories for these amendments will be the _____of the City of Redmond and the General Manager of the King County Transit Division, or their designees.

3 County Responsibilities

3.1 The County will share with the City the cost of operating and maintaining the "Transit Fiber Network" consistent with a supplemental fiber agreement(s) that the Parties will execute on or before December 31, 2009.

3.2 Exclusive of the "Transit Fiber Network" referenced in Section 3.1, the County will own and maintain all components of the "TPR System" except for the following: TPR Interface Panels located within the traffic section of a TSP Compatible Traffic Control Cabinet; TSP Compatible Traffic Control Cabinets; and mast arms used for mounting Transit Antennas.

3.3 Maintenance of the communication and power connections between either the Transit ITS Cabinet and the traffic control cabinet or the transit and traffic sections of the TSP Compatible Traffic Control Cabinet will be a shared responsibility with the City.

3.4 The County will be responsible for monitoring the performance of the TPR System on an ongoing basis and for determining when the system or elements of the system are not working properly. The County will perform initial diagnostics and make the necessary repairs if the affected components are all under the direct control of the County. If the repairs require assistance from the City, the County will issue a trouble call and request assistance from the City.

3.5 The County recognizes that the Traffic Signal Control System and the Transit Priority Request System are interdependent and both are required for the successful operation of transit signal priority. The County agrees to cooperate with the City in the management of trouble calls and to provide the necessary staff resources to work with the City to diagnose and fix equipment failures and other problems.

3.6 The County will take the lead in scheduling an annual review of transit signal priority operations with the City.

4 City Responsibilities

4.1 The City will continue to own, operate, maintain and finance all aspects of its "Traffic Signal Control System," including traffic controllers, traffic control cabinets, mast arms, central systems and all related applications.

4.2 The City will permit a power connection between its TSC System and the Transit ITS Cabinet or the transit portion of the TSP Compatible Traffic Control Cabinet and will pay for the ongoing cost of power to these units.

4.3 The City will share with the County the cost of operating and maintaining the "Transit Fiber Network" consistent with a supplemental agreement that the parties will execute on or before December 31, 2009.

4.4 Maintenance of the communication and power connections between either the Transit ITS Cabinet and the traffic control cabinet or the transit and traffic sections of the TSP Compatible Traffic Control Cabinet will be a shared responsibility with the County.

4.5 After the initial installation, the City will own and maintain all TPR Interface Panels located in the TSP Compatible Traffic Control Cabinets in the section reserved for traffic control equipment.

4.6 The City will have responsibility for monitoring the performance of its Traffic Signal Control System to ensure that it is responding appropriately to the transit priority requests that it receives.

4.7 The City recognizes that the Traffic Signal Control System and the Transit Priority Request System are interdependent and both are required for the successful operation of Transit Signal Priority.

4.8 The City agrees to cooperate with the County in the management of trouble calls and to provide the necessary staff resources to work with the County to diagnose and fix equipment failures and other problems.

4.9 The City will make a good faith effort to respond to trouble call requests from the County within 48 hours of receiving a request.

4.10 The City will make available to the County on an ongoing basis the current signal timing plans for all intersections affected by this Operations and Maintenance Agreement.

4.11 When the City makes major updates or comprehensively retimes signals covered by this Operations and Maintenance Agreement, it will be coordinate this effort with the County prior to implementation in the field.

4.12 The City will meet with the County at least once each year to review the performance and effectiveness of the transit signal priority system and to agree on actions that will be taken to improve performance. The results of this annual review and any agreed upon follow up actions will be summarized in writing.

4.13 If the City installs a new central system for traffic control, the City will ensure that this central system has the capability to record and log the actions taken by the traffic controller in response to transit priority requests so that this data can be transmitted back to the County via the agreed upon back haul connection. This will allow an automated comparison of the transit priority requests that were issued and the corresponding response from the traffic control system to each request. When the City evaluates and selects a central system, the City and the County will agree on the scope of this functionality and address cost sharing of any development costs at that time.

5 Testing and Acceptance Procedures for Future TPR System Enhancements

5.1 The County's development cycle for future TPR System enhancements may include scope development, bench testing, field installation and testing and final approval. At its discretion, the County may retain consultants to assist in designing and conducting these tests.

5.2 The City will have the option of identifying staff to participate in the development of the test procedures, in the administration of these tests, and in determining if future TPR System enhancements meet any required City specifications.

5.3 Upon the satisfactory completion of the agreed upon tests for future TPR system enhancements, the County will report the test results to the City.

5.4 Pending satisfactory test results, the County will request written approval from the City to integrate these TPR system enhancements into the TSP System. The City agrees not to withhold its approval unreasonably.

6 Duration

6.1 This O and M Agreement shall take effect upon its execution and shall run concurrently with the term of the Transit Service Speed and Reliability Partnership Agreement.

7 Termination

7.1 If the Transit Service Speed and Reliability Partnership Agreement is ever terminated, this O and M Agreement shall terminate at the same time, except that the Parties will have the option to extend this O and M Agreement on terms mutually acceptable to both Parties. .

8 Identification of Contacts at the City and the County

8.1 The City and the County each agree to appoint an Operations and Maintenance Liaison to work together to implement this O and M AGREEMENT.

8.2 Within fourteen (14) days of the execution of this O and M AGREEMENT, the parties will provide each other in writing with the name of their Project Liaison.

8.3 All official communication concerning this O and M AGREEMENT should be directed to the following parties:

City: Mr. Rob Crittenden
Traffic Operations Manager
City of Redmond
15670 NE 85th Street, MS 2NPW
Redmond, WA 98052-3580

County: Ms. Ellen Bevington
Supervisor of Capital Projects
Transit Speed and Reliability
King County Department of Transportation
201 S Jackson Street, MS KSC-TR-0411
Seattle, WA 98104-3856

8.4 Any changes in agency contacts from those noted above must be communicated in writing to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this O and M AGREEMENT this ____ day of _____, 2008.

City of Redmond

By: _____ 12/17/08
John Marchione Date
Mayor

King County

By: _____ 12/31/8
Kevin Desmond Date
General Manager, Metro Transit Division

Table 1: Transit Signal Priority Locations in the City of Redmond

Transit Signal Priority Intersections in Redmond	
	Project Location
1	TSP at 161st Ave NE & NE 83rd St
2	TSP at 161st Ave NE & NE 85th St
3	TSP at 160th Ave NE & NE 85th St
4	TSP at 160th Ave NE & NE 90th St
5	TSP at 154th Ave NE & NE 90th St
6	TSP at Willows Rd NE & NE 90th St
7	TSP at 148th Ave NE & Redmond Way
8	TSP at 148th Ave NE & Old Redmond Rd
9	TSP at 148th Ave NE & NE 54th St
10	TSP at 148th Ave NE & NE 51st St
11	TSP at 148th Ave NE & NE 46th St
12	TSP at 148th Ave NE & NE 40th St
13	TSP at NE 40th St & 150th Ave NE
14	TSP at NE 40th St & 15200 Block
15	TSP at NE 40th St & SR 520 WB Ramp
16	TSP at NE 40th St & SR 520 EB Ramp
17	TSP at NE 40th St & 156th Ave NE
18	TSP at 156th Ave NE & Overlake Transit Center
19	TSP at 156th Ave NE & NE 36th St
20	TSP at 156th Ave NE & NE 31st St
21	TSP at 152nd Ave NE & 2600 Block
22	TSP at 152nd Ave NE & NE 24th St

Exhibit 7: Operation and Maintenance of Transit Signal Priority within the City of Bellevue

Agreement Between the City of Bellevue and King County for Operation and Maintenance of Transit Signal Priority

THIS OPERATIONS AND MAINTENANCE AGREEMENT is made and entered into this ___ day of _____ 2008, by and between King County, hereinafter called the "County," and the City of Bellevue hereinafter called the "City," both of which entities may be collectively referred to as the "Parties."

WHEREAS, the City has been selected for a Transit Service Speed and Reliability Partnership Award for the Bellevue and Redmond RapidRide corridor; and

WHEREAS, this award was based in part on the City agreeing to provide a speed and reliability benefit to transit vehicles through the operation of transit signal priority; and

WHEREAS, the City has committed to implement transit signal priority at specified intersections; and

WHEREAS, the Parties are required as a condition of the Transit Service Speed and Reliability Partnership Agreement to execute a supplemental operations and maintenance agreement outlining the roles and responsibilities of each party for the transit signal priority system and all related signal timing projects;

WHERAS, the general terms and conditions contained in the Transit Service Speed and Reliability Partnership Agreement are incorporated by reference, except as modified below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follow:

1 Definitions

1.1 "O and M AGREEMENT" shall mean this supplemental AGREEMENT between the City and the County for the operations and maintenance of Transit Signal Priority.

1.2 "TSP" means Transit Signal Priority, the ability of a traffic signal control system, generally within the traffic controller functional capability, to grant special priority treatment to buses by adjusting traffic controller settings so as to reduce signal delay for transit buses. This term is synonymous with "TSP functionality."

1.3 "TSC System" means the Traffic Signal Control System maintained and owned by the City for the purpose of managing and controlling vehicular traffic, including, but not limited to, intersection street equipment (traffic signal heads, poles, detectors, conduit, interconnect, traffic controllers and cabinets), and supporting Traffic Management Center ("TMC") software and/or hardware.

1.4 "TSP System" means the Transit Signal Priority System which is the functional integration of the TPR System with the TSC System through which TSP is provided.

1.5 "TPR System" means the Transit Priority Request System that identifies transit buses as they approach a signalized intersection for the purpose of requesting priority treatment from the signal controller. The system is comprised of (i) on-board bus components (ii) the Transit ITS Communication Network, (iii) the TPR generator, (iv) TPR Interface Panel and (v) the TPR Management System.

1.6 "TPR Generator" means the Transit Priority Request Generator, the portion of the TPR System that is located either in a Transit ITS Cabinet or in a dedicated space with the "TSP Compatible Traffic Control Cabinet. This unit generates the conditional priority request that is transmitted to the Traffic Signal Control System.

1.7 "TPR Interface Panel" means the termination panel that connects the TPR system to the TSC System.

1.8 "TPR Management System" means the TPR Management Server, backhaul network connections to the King County wide area network (WAN); "Transit Priority Request Logic" and all other central system hardware and applications located in the King Street Center County offices that are used to manage and communicate with the TPR Generators in the field. It also includes any TPR Remote Workstations that provide user input, and system management and operational functions.

1.9 "Transit Priority Request Logic" means the algorithms within the TPR System that establishes the hours of operation for transit signal priority and the frequency with which transit coaches will be allowed to request priority.

1.10 "Transit ITS Communication Network" means the equipment required to operate an ethernet based network that supports transit signal priority operations and real time transit information signs. It includes the following: a "Transit Fiber Network," switching and routing equipment located in either a "Transit ITS Cabinet" or a dedicated space within a City-owned "TSP Compatible Traffic Control Cabinet"; wireless communication equipment on board the transit fleet; and Transit Antenna(s) for wireless communication that are mounted on the City-owned mast arm at the intersection.

1.11 "Transit Fiber Network" shall mean the physical communication infrastructure established within the City by the Parties to support the operation of the Transit ITS Communication Network.

1.12 "Transit Antenna" shall mean the antenna(s) located on City-owned mast arms with communication connections to either the National Electrical Manufacturers Association (NEMA) certified Transit ITS cabinets that will be installed in City right of way adjacent to and connected by conduit for power and communications connections to City-owned traffic control cabinets; the Transit ITS Cabinets shall be used to house equipment related to the operation of the TPR System.

1.13 "Transit ITS Cabinet" shall mean small NEMA certified cabinets that will be installed in City right of way adjacent to and connected by conduit for power and communication to City-owned traffic control cabinets. Transit ITS cabinets shall be used to house equipment related to the operation of the TPR System.

1.14 "TSP Compatible Traffic Control Cabinet" means those NEMA certified traffic control cabinets installed and maintained by the City to house traffic control equipment that have been configured to provide a dedicated, secured space within the cabinet to house equipment related to the operation of the TPR System that is separate from the space that houses all of the traffic control equipment..

2 General

2.1 This O and M AGREEMENT will function as a master agreement which outlines the terms and conditions under which the City and the County agree to operate and maintain all transit signal priority installations within the City. Upon execution, this O and M AGREEMENT will apply to the transit signal priority installations that will be developed along the Bellevue and Redmond RapidRide corridor, as identified in the attached Table 1.

2.2 The City and the County agree they have joint responsibility for the implementation and ongoing operation of transit signal priority. The Parties re-affirm the principles for the implementation and operation of transit signal priority projects and all other signal operations projects as outlined in Bellevue and Redmond Speed and Reliability Partnership Proposal.

2.3 In the future, if the Parties jointly agree to add additional transit signal priority installations to the system, this O and M AGREEMENT may be amended by expanding Table 1 to include these new installations. The same terms and conditions will apply unless the Parties agree to new ones. The mechanism for enrolling future TSP installations will be a written request from the County to the City to amend Table 1. The signatories for these amendments will be the _____ of the City of Bellevue and the General Manager of the King County Transit Division, or their designees.

3 County Responsibilities

3.1 The County will share with the City the cost of operating and maintaining the "Transit Fiber Network" consistent with a supplemental fiber agreement(s) that the Parties will execute on or before December 31, 2009.

3.2 Exclusive of the "Transit Fiber Network" referenced in Section 3.1, the County will own and maintain all components of the "TPR System" except for the following: TPR Interface Panels located within the traffic section of a TSP Compatible Traffic Control Cabinet; TSP Compatible Traffic Control Cabinets; and mast arms used for mounting Transit Antennas.

3.3 Maintenance of the communication and power connections between either the Transit ITS Cabinet and the traffic control cabinet or the transit and traffic sections of the TSP Compatible Traffic Control Cabinet will be a shared responsibility with the City.

3.4 The County will be responsible for monitoring the performance of the TPR System on an ongoing basis and for determining when the system or elements of the system are not working properly. The County will perform initial diagnostics and make the necessary repairs if the affected components are all under the direct control of the County. If the repairs require assistance from the City, the County will issue a trouble call and request assistance from the City.

3.5 The County recognizes that the Traffic Signal Control System and the Transit Priority Request System are interdependent and both are required for the successful operation of transit signal priority. The County agrees to cooperate with the City in the management of trouble calls and to provide the necessary staff resources to work with the City to diagnose and fix equipment failures and other problems.

3.6 The County will take the lead in scheduling an annual review of transit signal priority operations with the City.

4 City Responsibilities

4.1 The City will continue to own, operate, maintain and finance all aspects of its "Traffic Signal Control System," including traffic controllers, traffic control cabinets, mast arms, central systems and all related applications.

4.2 The City will permit a power connection between its TSC System and the Transit ITS Cabinet or the transit portion of the TSP Compatible Traffic Control Cabinet and will pay for the ongoing cost of power to these units.

4.3 The City will share with the County the cost of operating and maintaining the "Transit Fiber Network" consistent with a supplemental agreement that the parties will execute on or before December 31, 2009.

4.4 Maintenance of the communication and power connections between either the Transit ITS Cabinet and the traffic control cabinet or the transit and traffic sections of the TSP Compatible Traffic Control Cabinet will be a shared responsibility with the County.

4.5 After the initial installation, the City will own and maintain all TPR Interface Panels located in the TSP Compatible Traffic Control Cabinets in the section reserved for traffic control equipment.

4.6 The City will have responsibility for monitoring the performance of its Traffic Signal Control System to ensure that it is responding appropriately to the transit priority requests that it receives.

4.7 The City recognizes that the Traffic Signal Control System and the Transit Priority Request System are interdependent and both are required for the successful operation of Transit Signal Priority.

4.8 The City agrees to cooperate with the County in the management of trouble calls and to provide the necessary staff resources to work with the County to diagnose and fix equipment failures and other problems.

4.9 The City will make a good faith effort to respond to trouble call requests from the County within 48 hours of receiving a request.

4.10 The City will make available to the County on an ongoing basis the current signal timing plans for all intersections affected by this Operations and Maintenance Agreement.

4.11 When the City makes major updates or comprehensively retimes signals covered by this Operations and Maintenance Agreement, it will be coordinate this effort with the County prior to implementation in the field.

4.12 The City will meet with the County at least once each year to review the performance and effectiveness of the transit signal priority system and to agree on actions that will be taken to improve performance. The results of this annual review and any agreed upon follow up actions will be summarized in writing.

4.13 If the City installs a new central system for traffic control, the City will ensure that this central system has the capability to record and log the actions taken by the traffic controller in response to transit priority requests so that this data can be transmitted back to the County via the agreed upon back haul connection. This will allow an automated comparison of the transit priority requests that were issued and the corresponding response from the traffic control system to each request. When the City evaluates and selects a central system, the City and the County will agree on the scope of this functionality and address cost sharing of any development costs at that time.

5 Testing and Acceptance Procedures for Future TPR System Enhancements

5.1 The County's development cycle for future TPR System enhancements may include scope development, bench testing, field installation and testing and final approval. At its discretion, the County may retain consultants to assist in designing and conducting these tests.

5.2 The City will have the option of identifying staff to participate in the development of the test procedures, in the administration of these tests, and in determining if future TPR System enhancements meet any required City specifications.

5.3 Upon the satisfactory completion of the agreed upon tests for future TPR system enhancements, the County will report the test results to the City.

5.4 Pending satisfactory test results, the County will request written approval from the City to integrate these TPR system enhancements into the TSP System. The City agrees not to withhold its approval unreasonably.

6 Duration

6.1 This O and M Agreement shall take effect upon its execution and shall run concurrently with the term of the Transit Service Speed and Reliability Partnership Agreement.

7 Termination

7.1 If the Transit Service Speed and Reliability Partnership Agreement is ever terminated, this O and M Agreement shall terminate at the same time, except that the Parties will have the option to extend this O and M Agreement on terms mutually acceptable to both Parties. .

8 Identification of Contacts at the City and the County

8.1 The City and the County each agree to appoint an Operations and Maintenance Liaison to work together to implement this O and M AGREEMENT.

8.2 Within fourteen (14) days of the execution of this O and M AGREEMENT, the parties will provide each other in writing with the name of their Project Liaison.

8.3 All official communication concerning this O and M AGREEMENT should be directed to the following parties:

City: Mr. Mike Whiteaker
ITS Manager
City of Bellevue
450 110th Avenue NE
Bellevue, Washington 98004

County: Ms. Ellen Bevington
Supervisor of Capital Projects
Transit Speed and Reliability
King County Department of Transportation
201 S Jackson Street, MS KSC-TR-0411
Seattle, WA 98104-3856

8.4 Any changes in agency contacts from those noted above must be communicated in writing to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this O and M AGREEMENT this 31st day of December, 2008.

City of Bellevue

By: _____ 12-16-08
Brad Miyake Date
Deputy City Manager

King County

By: _____ 12/8/08
Kevin Desmond Date
General Manager, Metro Transit Division

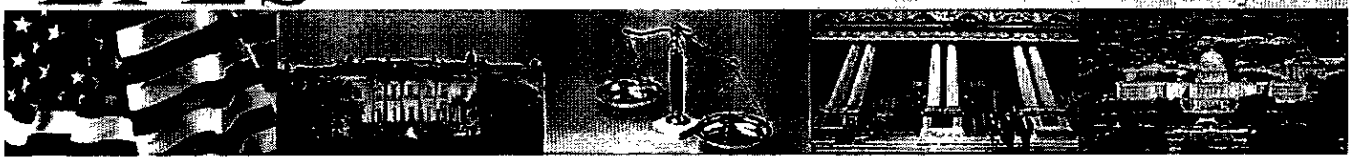
Approved as to form:
By: _____
Assistant City Attorney

Table 1: Transit Signal Priority Locations in the City of Bellevue

Transit Signal Priority Intersections in Bellevue	
1	TSP at 156th Ave NE & NE 24th St
2	TSP at NE 24th St & Bel-Red Rd
3	TSP at 156th Ave NE & NE 20th St
4	TSP at 156th Ave NE & NE 15th St
5	TSP at 156th Ave NE & NE 13th St
6	TSP at 156th Ave NE & NE 10th St
7	TSP at 156th Ave NE & NE 8th St
8	TSP at NE 8th St & 143rd Ave NE
9	TSP at NE 8th St & 140th Ave NE
10	TSP at NE 8th St & 124th Ave NE
11	TSP at NE 8th St & 120th Ave NE

EPLS

Excluded Parties List System



Search - Current Exclusions

> Advanced Search
> Multiple Names
> Exact Name and SSN/TIN
> MyEPLS
> Recent Updates

View Cause and Treatment Code Descriptions

> Reciprocal Codes
> Procurement Codes
> Nonprocurement Codes

Agency & Acronym Information

> Agency Contacts
> Agency Descriptions
> State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

> Debar Maintenance
> Administration
> Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : king county metro
As of 25-Nov-2008 4:56 PM EST
Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

> Search Help
> Public User's Manual
> FAQ
> Acronyms
> Privacy Act Provisions
> News

Reports

> Advanced Reports
> Recent Updates
> Dashboard

Archive Search - Past Exclusions

> Advanced Archive Search
> Multiple Names
> Recent Updates

Contact Information

> Email: support@epls.gov
eplscomments@epls.gov
> Phone: 1-866-GSA-EPLS
1-866-472-3757

2055-RES
12/4/2008

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7843

A RESOLUTION authorizing execution of two agreements with King County Metro: 1) a King County Metro Financial Partnership Agreement for a downtown circulator service, and 2) a King County Metro and City of Redmond Speed and Reliability Partnership Agreement for the planned Bellevue-Redmond Rapid Ride corridor.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute two agreements with King County Metro: 1) a King County Metro Financial Partnership Agreement, for a downtown circulator service, a copy of which Agreement has been given Clerk's Receiving No. 43706, and 2) a King County Metro and City of Redmond Speed and Reliability Partnership Agreement, for the planned Bellevue-Redmond Rapid Ride, a copy of which Agreement has been given Clerk's Receiving No. 43707.

Section 2. The City Manager or his designee is hereby authorized to execute all documents necessary to implement the terms of the agreements described in Section 1, and is further authorized to make the payments described in the King County Metro Financial Partnership Agreement.

Passed by the City Council this 8th day of December, 2008, and signed in authentication of its passage this 8th day of December, 2008.

(SEAL)

Grant S. Degginger, Mayor

Attest:

Myrna L. Basich, City Clerk

Resolution 7843
page 3
item 8 (f.)

Agenda

p 1 of 4

City Council

Regular Session

MONDAY
December 8, 2008

8:00 – 10:00 p.m.
Council Chambers (1E-126)

Page

1. Call to Order

2. Roll Call, Flag Salute

3. Communications: Written and Oral

   Note: *Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.*

4. Reports of Community Council, Boards and Commissions

   (a) Report from Transportation Commission — TRAN, Lise Northey, Chair — 4-1

5. Report of the City Manager

   (a) Management Brief reporting on Emergency Preparedness Award — FIRE, Mike Eisner, Interim Fire Chief — 5-1

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.

City of Bellevue

			Page
	(b) Management Brief on Mobility and Infrastructure Finance Plan	PCD Matt Terry FIN Jan Hawn	5-3
	(c) Management Brief providing update on Bellevue Golf Course	PARK Patrick Foran	5-13
6.	Council Business and New Initiatives		
7.	Approval of the Agenda		
8.	Consent Calendar		
	(a) Resolution No. 7839 authorizing execution of a five-year General Services Agreement with DataSite Business Archives, in an amount not to exceed $250,000 and two additional one-year extension periods with a capped value of $50,000 per year for offsite storage and maintenance of the City's inactive records.	CCO	8-1
	(b) Motion to approve payment of claims for the period of November 15, 2008 through December 5, 2008 and payroll for the period of November 1, 2008 through November 15, 2008.	FIN	8-5
	(c) Resolution No. 7840 authorizing execution of an Interagency Agreement with the Seattle Office of Emergency Management to receive grant funding in the amount of $225,000 for the purposes of developing a regional catastrophic structural collapse rescue plan.	FIRE	8-7
	(d) Resolution No. 7841 authorizing the Bellevue Municipal Employees Benefits Trust (MEBT) Plan Committee Chair to execute the City of Bellevue Employees' Retirement Benefit Plan Amended and Restated Agreement (consolidated of prior Council-approved Amendments and other revisions to comply with federal law and other regulations).	HR	8-11
	(e) Resolution No. 7842 authorizing execution of a three-year professional services contract with Benefit Services Group, Inc., in an amount not to exceed	HR	8-17

Page

\$320,000, for 2009 through 2011 online benefit management and enrollment services.

** (f)	Resolution No. 7843 authorizing execution of two agreements with King County Metro; 1) a financial partnership for a downtown circulator service; and 2) a Speed and Reliability partnership for the planned Bellevue-Redmond Rapid Ride. *(Discussed with Council on December 1, 2008.)*	TRAN	8-21
(g)	Motion to award Bid No. 8207, 154th Avenue SE and SE 11th Street Traffic Calming Project to Dennis R. Craig Construction, Inc., in the amount of \$68,626.95, as low bidder for installation of a traffic circle, with corresponding curb extensions on 154th Avenue SE at SE 8th Street and a landscaped entry median on SE 11th Street, west of 156th Avenue SE (CIP Plan No. PW-M-7).	TRAN	8-27
(h)	Motion to approve a \$2,099,932 cost increase for a Bel-Red/Overlake Transportation Study (BROTS) project, JOINT-BROTS-79, in accordance with the BROTS Interlocal Agreement between the Cities of Bellevue and Redmond.	TRAN	8-31
(i)	Resolution No. 7844 authorizing execution of a professional services agreement with Kennedy/Jenks Consultants, Inc., in an amount not to exceed \$300,000, for the Newport Pump Station Rehabilitation Project (CIP Plan No. W-91).	UTIL	8-41
(j)	Resolution No. 7845 adopting the City of Bellevue State Legislative Agenda and State Legislative Statement of Policy for the 2009 legislative session.	CMO	8-47

9. Public Hearings

10. Land Use

Page

11. Other Ordinances, Resolutions and Motions

(a) ARCH Housing Trust Fund 2008 Spring Funding recommendations — PCD, ARCH, Dan Stroh, Arthur Sullivan — 11-1

Resolution No. 7846 approving the 2008 spring funding request in the amount of $958,163 for the St. Andrews Housing Group Factoria project; and

Resolution No. 7847 approving the 2008 spring funding request in the amount of $500,000 for the Housing Resources Group Kenmore Village project.

12. Unfinished Business

13. Continued Oral Communications

14. New Business

15. Executive Session

16. Adjournment

Item No. 8(f)
December 8, 2008

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT:
Resolution No. 7843 authorizing execution of two agreements with King County Metro: 1) a financial partnership for a downtown circulator service; and, 2) a Speed and Reliability partnership for the planned Bellevue-Redmond Rapid Ride corridor.

FISCAL IMPACT:
The proposed financial partnership agreement creates a total estimated obligation for a five year contract beginning in 2010 of $3,656,000 in the following categories:

Service costs:	$3,022,000
Fare reimbursement:	612,000
Wraps & branding:	22,000

Currently there is $950,000 of available funding in the Transit Now/Downtown Circulator project, CIP PW-R-157. To fully fund the proposed financial partnership, additional funding of $2,706,000 would need to be identified for the five year contract period.

Capital costs associated with the Speed and Reliability partnership will be covered under the Transportation Department's Traffic Computer System Upgrade project, CIP PW-R-155.

STAFF CONTACT:
Goran Sparrman, Director, 452-4338
Bernard van de Kamp, Regional Projects Manager, 452-6459
Maria Koengeter, Senior Planner, 452-4345
Transportation Department

POLICY CONSIDERATION
The Bellevue City Council has adopted numerous transit-supportive policies through the City's Comprehensive Plan, Transit Plan, and various interest statements. Pursuit of partnered transit investments and the development of Rapid Ride service with Metro are consistent with City policy to provide urban-quality transit service and meet adopted targets for non-single-occupant vehicles. Two initiatives consider near-term (2010 and 2011) transit improvements in Bellevue.

- Rapid Ride: King County Metro is planning for 2011 implementation of arterial-based bus rapid transit that will link downtown Bellevue with the activity centers of Crossroads, Overlake, and downtown Redmond. The proposed Speed and Reliability agreement partners with Metro and the City of Redmond to deliver transit signal priority and capital improvements to the Rapid Ride corridor to improve the overall quality of the service.
- Downtown Circulator service: The proposed financial partnership agreement with Metro details the transit service, supportive actions, and cost sharing to be undertaken in an on-going effort to enhance transit options in downtown Bellevue.

BACKGROUND:

King County Metro's *Transit Now* initiative, approved by voters in November 2006, provides funding for partnered transit improvements. Direct Financial Partnerships allow agencies and employers to partner with Metro for new or expanded service by contributing one-third of the cost. Speed and Reliability Partnerships allow cities to make changes to traffic operations to improve transit travel time along core routes in exchange for up to 5,000 in award hours for each route improved. Council has previously allocated funds for Transit Now Partnership efforts in the CIP (PW-R-157) which has a current balance of $950,000.

King County Metro received seventeen proposals for Direct Financial Partnerships from cities, employers, and transit agencies. Metro undertook a process of reviewing all proposals, identifying implementation concerns for continued discussion with partners and programming proposals within the Transit Now Partnership Program hours and service year. In February 2008, Metro released the ranking results for both Financial Partnerships and Speed and Reliability partnerships and programmed the proposals within the Transit Now Partnership Program hours and service year. The city's downtown circulator proposal was fully funded within the partnership program, with service to begin in 2010. The Bellevue-Redmond proposal was one of two Speed and Reliability partnerships funded, although only partially. Since then, staff have worked closely with Metro to resolve a number of implementation issues, per direction from Council, and reach agreement on the terms for each agreement, summarized below.

On December 1, 2008, Council received a full briefing on the details of two proposed King County Metro partnership agreements. At that meeting, Council provided direction to proceed with both of the agreements:

1) a financial partnership for a downtown circulator service; and
2) a Speed and Reliability partnership for the planned Bellevue-Redmond Rapid Ride corridor.

Direct Financial Partnership – Downtown Circulator

Key terms of the Direct Financial Partnership agreement for a downtown circulator service are summarized below:

- Service as bulleted below, or as mutually refined by both parties:
  - A two-way, U-shaped loop
  - 10 minute headways
  - Service hours:
    - M-F: 6am – 6pm
    - Sat: 9am – 7pm
    - Sundays (7 weeks during holidays): 9am – 6pm
  - Fare free to riders and branded vehicles
  - Service start in 2010
- A five year commitment to the service, including a financial obligation of up to $3,022,000 for service, plus additional costs for fare reimbursement and branding busses, estimated to cost $634,000
- Meet east sub area average performance requirements, and if those are not met, negotiate modifications to the service with Metro
- Right to terminate only if King County fails to fulfill its obligations under the contract

To partner with the City on the downtown circulator, Metro will be investing an estimated $6,044,000 in direct service costs, as well as investments in new stops, customized stop signage, automatic passenger count equipment, and continued support of the City's Transportation Demand Management Program.

Speed and Reliability Partnership Agreement

The agreement with King County Metro and the City of Redmond obligates the city to implement improvements and supporting actions to enact a travel time improvement along the corridor by July 2011. These actions include:

- Completion of traffic operations changes (coordinated signals and TSP at select intersections) and programmed capital projects along the corridor by June 2011;
- Provide two strands of fiber along the corridor to support the communications network;
- Permit the installation of Transit ITS cabinets in city right-of-way, attachment of Transit ITS antennas on city mast arms, and shared use of city-owned conduit and vaults where available;
- Review and approve power connection between Transit ITS cabinets and city signal system and supply power to the cabinets;
- Agree to a supplemental Operations and Maintenance Agreement for Transit Signal Priority, to be signed at the same time as this agreement (by the end of 2008), defining ownership of TSP equipment and outlining shared responsibility for maintenance of communications infrastructure;
- Maintain physical improvements and make on-going traffic operations decisions in the corridor throughout the core connection in a manner that maintains a travel time advantage for transit; and
- Utilize the city's Transportation Demand Management program to promote and market the Rapid Ride service in Bellevue.

Explicit in this agreement is the successful implementation of a new Traffic Signal Control System, a currently programmed work program element expected to be operational in 2010. The new system is expected to have the required TSP functionality to implement Tier 1 and Tier 2 TSP, integrate with Metro's Transit Priority Request System, and fulfill the logging and reporting requirement in order to successfully fulfill the obligations of this agreement. All parties may terminate the agreement if any of the other parties fail to fulfill any or all of its obligations under the Agreement.

The proposed agreement obligates King County to:

- Finance, purchase, and install the agreed upon Transit ITS Cabinet and related equipment, or provide up to $15,000 per cabinet, including TSP equipment, for the city to develop and install an alternative cabinet acceptable to both parties;
- Lead the overall integration effort for Transit Signal Priority Request System;
- Monitor transit performance on the Rapid Ride corridor for five years, and monitor improvements completed by the cities to ensure they are in place. If the speed and reliability improvements are less than 10% after implementation, the County will continue to supply the agreed upon service hours as part of the on-going system as long as the cities maintain the physical improvements and make on-going traffic operations decisions in a manner that maintains a travel time advantage for transit.

- Provide up to 10,000 annual service hours as an on-going part of the transit system on a route or routes to be agreed upon by the three parties, which must meet east sub area average performance requirements.

Under the agreement, the City of Redmond makes equivalent commitments along the corridor within Redmond. On December 2, the Redmond City Council unanimously approved the execution of the Speed and Reliability partnership agreement.

EFFECTIVE DATE:
If approved, this Resolution becomes effective immediately upon Council adoption.

OPTIONS:
1) Approve Resolution No. 7843 authorizing execution of two agreements with King County Metro:
   a. a financial partnership for a downtown circulator service; and,
   b. a Speed and Reliability partnership for the planned Bellevue-Redmond Rapid Ride corridor.
2) Do not approve the Resolution and provide alternative direction to staff.

RECOMMENDATION:
Approve Resolution No. 7843 authorizing execution of two agreements with King County Metro:
   a. a financial partnership for a downtown circulator service; and,
   b. a Speed and Reliability partnership for the planned Bellevue-Redmond Rapid Ride corridor.

MOTION:
Move to Approve Resolution No. 7843 authorizing execution of two agreements with King County Metro:
   a. a financial partnership for a downtown circulator service; and,
   b. a Speed and Reliability partnership for the planned Bellevue-Redmond Rapid Ride corridor.

ATTACHMENT:
Proposed Resolution No. 7843

AVAILABLE IN COUNCIL OFFICE:
1) King County Metro Financial Partnership Agreement for a downtown circulator service
2) King County Metro and City of Redmond Speed & Reliability Partnership Agreement

CR# 43707 Date: 01·15·09 Loc: 09·055 PO #: 811578·000

Res 7843

City of Bellevue
Finance Department - Contracting Services
450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title:
Transit Service Speed and Reliability Partnership Agreement

Contract Description:
Agreement with King County and City of Redmond on transit investments and actions

Total Contract Value: Ø

This Amendment Value: N/A

Department: Transportation - 647

Contract Manager: Maria Koengeter, Transport...

Contract Type: Interlocal Agreement (ILA)

Contract Form:
Vendor contract document

Budget Expenditure:
No Budget Impact (Explain in Additional Comments)

Vendor Information:

Is this a new vendor? No

Vendor Name: King County Metro

JDE Vendor Number: 35381

Is this vendor an independent contractor? Yes

Tax ID #:

COB License #:

UBI #: 578037394

Contractor's License #:

Contract Terms:

Original Effective Date: 12/31/2008 **End Date:** none **Subject To:** No Renewal

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? Yes

Council Award Date: 12/8/2008 **Council Action:** Resolution **Legislative #:** 7843

Route:

		In	Out
Contracting Services:	Lisa Brown		12-1-08
Information Technology:	Not Required		
Legal:	[signature]	12/1/08	12/11
Insurance Reviewed By:	Joanne Nicolai	12/15/08	12/15/08
Department Director:	[signature]		12/18/08
Contracting Services:	Lisa Brown	1-13	1-13-09
Return To:	Maria Koengeter, Transportation		
City Clerk's Office:	Changen	01·14·09	01·15·09

Selection Method:

Selection Method: State/Public Agency Contract

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total

Additional Comments:

Council is scheduled to approve this agreement on Dec. 8, 2008. The agreement must also be signed by the city of Redmond and King County by the end of the year. It must be provided to Redmond by Dec. 12 to allow for their routing process. The agreement is being routed in advance of Council approval to facilitate meeting the signing deadlines. City actions within the agreement are to be undertaken as part of the Transportation Department's Traffic Computer System Upgrade project and other capital projects. There is no direct expenditure associated with this agreement.

CONTRACT REVIEW CRITERIA

Contract Title: Transit Service Speed and Reliability P... **Vendor Name:** King County Metro

Dept. **Contracting Services**

- ☐ ☑ a) Does the Contract Routing/Approval Form and Contract have consistent information?
- ☐ ☑ b) Is the Contract Type and template appropriate for the services performed?
- ☐ NA ☐ c) Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate? $Ø
- ☐ ☑ d) Is the JDE vendor name and number accurate?
- ☐ NA ☐ e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? Interlocal.
- ☐ ☑ f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)? no but subject to council approval
- ☐ NA ☐ g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- ☐ NA ☐ h) Has the Selection Method been explained in Additional Comments? Are results attached? interlocal
- ☐ ☑ i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached? agenda memo attached TBP
- ☐ ☑ j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- ☐ ☑ k) Is Attachment "A" (Scope of Work and/or Services) attached? agreement
- ☐ ☐ l) Is Attachment "B" (Insurance Requirements) attached?
- ☐ ☐ m) Are any additional riders required? If so, which one's?
- ☐ ☐ n) Does Insurer have a Best rating of A- or better?
- ☐ ☐ o) Is the Contractor identified as the insured?
- ☐ ☐ p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- ☐ ☐ q) Are the policy expiration date(s) on the Certificate of Insurance current?
- ☐ ☐ r) Does the Contractor have a self-insured retention? Is it above $50,000?
- ☐ ☐ s) Is the City listed as the Certificate Holder?
- ☐ ☐ t) Does the cancellation wording provide the City with 30 days notice?
- ☐ ☐ u) Is the Certificate signed?
- ☐ ☐ v) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?

Risk to review

- ☐ NA ☐ w) Is the contract exempt from paying Prevailing Wages? yes If not, are current Wage Rates attached in Attachment "C"?
- ☐ ☑ x) Does the Contractor have an open account with the Washington State Department of Revenue? ~~no UBI to verify~~ muni-sub
- ☐ NA ☐ y) Are the Contractor's worker's compensation premiums current? self-insured
- ☐ ☑ z) Is the Contractor on the Federal Debarred Suspended List? no
- ☐ NA ☐ aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

RISK MANAGEMENT:

- ☐ Are the Insurance Requirements (Attachment B) appropriate for Scope of Work? There are no insurance requirements
- ☐ Does the Contractor's Certificate of Insurance comply with the requirements?
- ☐ Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City? No
- ☑ Does the Hold Harmless clause include language referencing Title 51 releases?