

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of the Alternative Services Demonstration Project Agreement Between King County Metro, the City of Shoreline and the City of Lake Forest Park
DEPARTMENT:	Public Works, Transportation Division
PRESENTED BY:	Nytasha Walters, Transportation Services Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

King County Metro (Metro) Bus Route 331 is the primary transit connection between Shoreline and the State Route-522/Bothell Way corridor. This route operates seven days a week and up until September of 2014, provided service as late as 11:00 PM. As a cost reduction measure, Metro eliminated evening service for the route after 7:00 PM in September of 2014.

In November 2016, the King County Council appropriated \$15 million to implement an Alternative Services demonstration program. One of the Alternative Service programs Metro provides is the Community Van program. In recognition of the impacts of eliminating Route 331 evening service, in support of Metro’s desire to expand its Alternative Service program, and in response to the stakeholder feedback received, Metro is proposing to provide a two year Community Van pilot project in Shoreline and Lake Forest Park.

Metro will administer this service and is requesting an interlocal agreement (Attachment A) to initiate this two year Community Van pilot project. During this period, Metro would, in consultation with the Cities of Shoreline and Lake Forest Park, monitor and evaluate the service, measuring key performance indicators as outlined in Attachment A, Exhibit A. After the initial two-year demonstration period, Metro will make a determination as to whether continuation of the service is appropriate. Tonight, Council is being requested to enter into this Interlocal agreement with Metro and Lake Forest Park.

RESOURCE/FINANCIAL IMPACT:

The City of Shoreline is not responsible for any funding for this pilot project or for funding continuation of this program after completion of the pilot. The only financial impact of the City of Shoreline entering into this agreement with Metro and Lake Forest Park is the staffing an advisory board and periodic availability beyond staffing the advisory board to advise on community travel needs and effective outreach strategies to City of Shoreline residents. City of Shoreline staff participation would be covered within existing city budgets and is not expected to have any additional budget implications.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Alternative Services Demonstration Project Agreement between King County Metro, the City of Shoreline and the City of Lake Forest Park.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

King County Metro (Metro) Route 331 is the primary transit connection between Shoreline and the State Route-522/Bothell Way corridor. It provides two-way service connecting Kenmore, Lake Forest Park, and Shoreline Community College. Route 331 also provides an important connection between Shoreline Community College and the Aurora Village Transit Center, where many riders connect to Community Transit service into Snohomish County. This route, which is regularly used by Shoreline Community College students as well as residents in north Shoreline, operates seven days a week and up until September of 2014, provided service as late as 11:00 PM.

Prior to September 2014, Route 331 operated every 30 minutes on weekdays between approximately 7:00 AM and 7:00 PM and hourly until about 11:00 PM. On Saturdays, Route 331 operated every 30 minutes between 8:00 AM and 7:00 PM and hourly until about 10:00 PM. On Sundays, Route 331 operated hourly between approximately 8:00 AM and 10:00 PM. In September 2014, King County Metro (Metro) determined evening service on bus route 331 was cost prohibitive and ended evening service after 7:00 PM as part of Metro cost reduction measures.

In 2016 Metro put out a community needs assessment survey for Shoreline Community College students and residents in the cities of Shoreline and Lake Forest Park to determine if this change to Route 331 had an effect on these communities. The results of the survey indicated that community members did have an ongoing need for the evening transit service provided by this route. Survey feedback included riders desire to travel by bus between Shoreline Community College and the Aurora Village Transit Center after 7:00 PM. These survey respondents were frustrated by the additional travel time to use the King County Metro's E Line RapidRide on Aurora Avenue North, as it requires an approximately ½ mile walk between Shoreline Community College and the Aurora Avenue N corridor. Riders also expressed frustration regarding travel between Shoreline and the SR-522/Bothell Way corridor after 7:00 PM as they now must take a bus to Northgate and transfer to another bus to the SR-522/ Bothell Way corridor. Respondents noted this inconvenience as well as the total trip time taking up to an hour longer than the direct Route 331.

In November 2016, the King County Council appropriated \$15 million to implement an alternative services demonstration program consistent with its Strategic Plan and Five-Year Implementation Plan. The County's alternative services program allows Metro to collaborate with local jurisdictions to design transportation services that meet community transportation needs not met by fixed-route or other traditional transit service, or in locations where fixed-route bus service is cost prohibitive. One of the Alternative Service programs Metro provides is the Community Van program.

In 2017, Metro held a series of stakeholder working group meetings with representation from Shoreline Community College, as well as City staff and residents from the cities of Shoreline and Lake Forest Park on how to effectively address ridership needs with the elimination of Route 331 evening service. Through these meetings stakeholders noted the following specific transit needs:

- Transportation options that allow community members to get to and from places off the existing fixed-route network more easily;
- Transportation options that allow community members to get to and from evening activities;
- Transportation options that are available as personal schedules change; and
- Transportation options that are recognizable as Metro in terms of look and cost (branding).

DISCUSSION

In recognition of the impacts of eliminating evening service provided by Route 331, in support of Metro's desired to expand its Alternative Service program, and in response to the stakeholder feedback received, Metro is proposing to administer a two year Community Van pilot project in Shoreline and Lake Forest Park. Metro will administer this service through an interlocal agreement (Attachment A) with the Cities of Shoreline and Lake Forest Park. The two year pilot would test expansion of Metro's Community Van program and its ability to effectively serve communities where fixed-route transit service is not determined to be cost effective.

Overview of the Community Van Program

Community Van offers request-based, non-commute, shared-ride travel options for one or more members of the general public to use throughout the day. The user cost is the same as a typical Metro base fare - based on time of day and if traveling across one or more travel zones. Riders pay a one-way Metro fare for their entire trip using an ORCA monthly pass or a mobile ticket.



Trips are defined by the participating agencies in collaboration with Metro to meet the transportation needs of the community and could include pre-scheduled recurring trips to desired destinations such as shopping, or one-time events. Community van trips could be available seven days per week, dependent upon the trip needs of the community and the availability of volunteer drivers.

Vans are operated by volunteer drivers recruited by the community sponsor and approved by Metro's Rideshare Operations. The volunteer drivers are screened and vetted by Metro. Riders are picked up at prearranged stops along the way to the destination. Trips are free for the volunteer driver. Accessible vehicles are available on request.

A part-time local Community Transportation Coordinator promotes trips through a website and other communication channels, recruits volunteer drivers, and raises awareness about local transportation options. The Community Transportation Coordinator may arrange for recurring trips such as a weekly recurring trip to the farmer's market.

Along with vans, Metro provides vehicle maintenance, fuel for authorized use, and vehicle insurance coverage. Initially one van would be provided by Metro to be safely housed by the sponsoring agency and branded to reflect the backing of both Metro and the participating agencies. In this program Metro looks to a sponsoring organization for participation and support.

Resources Required

As noted above, the Community Van program requires a half time position to administer the service (Community Transportation Coordinator (CTC)). This CTC will be managed and housed by HopeLink. The CTC would coordinate and promote alternative transportation services and provide first-line customer service support. Drivers for the program are volunteers anticipated to be recruited by the CTC.

Where the Community Van Program is Currently Operating

Community Van appears to be successfully operating in Duvall, where it is administered by HopeLink, and on Vashon Island, where it is administered by the Chamber of Commerce. As well, Community Van has just begun operating in the cities of Bothell and Woodinville, administered by the University of Washington, Bothell.

Timeframe for the Pilot Program

The pilot program would be for a two year period and can be renewed after the initial agreement period in two year increments if the demonstration service is deemed viable by all Parties. During this period, Metro shall, in consultation with the Cities, monitor and evaluate the service, measuring key performance indicators as outlined in Attachment A, Exhibit A. After the initial two-year demonstration period, Metro shall make a determination as to whether continuation of the service is appropriate. The continuation of the service after the two-year demonstration period will be contingent on availability and appropriation of funds and will be subject to King County Council approval.

COUNCIL GOAL(S) ADDRESSED

The pilot project addresses City Council Goal 3: Continue preparation for regional mass transit in Shoreline

RESOURCE/FINANCIAL IMPACT

The City of Shoreline and the City of Lake Forest Park are not responsible for any funding for this pilot project or for funding continuation of this program after completion of the pilot. The only financial impact of the City of Shoreline entering into this agreement with King County Metro and Lake Forest park is the staffing an advisory board, and periodic availability beyond staffing the advisory board to advise on community travel needs and effective outreach strategies to City of Shoreline residents. City of Shoreline staff participation would be covered within existing city budgets and is not expected to have any additional budget implications.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Alternative Services Demonstration Project Agreement between King County Metro, the City of Shoreline and the City of Lake Forest Park.

ATTACHMENTS

Attachment A: Alternative Services Demonstration Project Agreement between King County Metro, the City of Shoreline and the City of Lake Forest Park

Attachment A: Alternative Services Demonstration Project Agreement between King County Metro, the City of Shoreline and the City of Lake Forest Park

ALTERNATIVE SERVICE DEMONSTRATION PROJECT

AGREEMENT BETWEEN

KING COUNTY METRO, THE CITY OF SHORELINE AND THE CITY OF LAKE FOREST PARK

THIS ALTERNATIVE SERVICE DEMONSTRATION PROJECT AGREEMENT (the "Agreement") is made and entered into between the City of Shoreline and the City of Lake Forest Park, each a municipal corporation of the State of Washington (the "Cities") and King County, a political subdivision of the State of Washington, through its Department of Transportation, Metro Transit Division (the "County" or "Metro"), each of which entities may be referred to hereinafter individually as "Party" or collectively as the "Parties."

WHEREAS, Metro operates a public transportation system in King County, including routes within the Cities' boundaries; and

WHEREAS, in July 2011, via Ordinance 17143, the King County Council adopted the King County Metro Transit Strategic Plan for Public Transportation 2011-2021 (the "Strategic Plan") and Service Guidelines; and

WHEREAS, the Strategic Plan and Service Guidelines have been amended from time to time and in June 2016, via Ordinance 18301, the most recent updates to the Strategic Plan and Service Guidelines were adopted; and

WHEREAS, strategies 2.1.1, 2.1.3, and 2.1.4 of the Strategic Plan encourage Metro to design and offer a variety of transportation products and services, including non-fixed-route transit service, that meet different mobility needs and provide value to all areas of King County; and

WHEREAS, strategies 6.2.3 and 6.2.4 of the Strategic Plan call for Metro to develop and implement alternative public transportation services and delivery strategies; and

WHEREAS, in September 2012, the King County Council, via Motion 13736, accepted the King County Metro Transit Five-Year Implementation Plan for Alternatives to Traditional Transit Service Delivery ("Five-Year Implementation Plan"), which calls for Metro to establish alternatives to traditional transit service as an integral part of a comprehensive transit system, and use it as an option to, among other things, meet unmet travel needs; and

WHEREAS, in November 2016, the King County Council, via Ordinance 18409, appropriated \$15 million for the 2017-2018 biennium to implement an alternative services demonstration program consistent with the Strategic Plan and Five-Year Implementation Plan that will more effectively serve the affected communities, with a range of transportation and mobility services that may be different for each community depending on its needs and circumstances; and

WHEREAS, the County’s alternative services program allows Metro to collaborate with local jurisdictions to design transportation services that meet community transportation needs not met by fixed-route or other traditional transit service, or in locations where fixed-route bus service is cost prohibitive; and

WHEREAS, the Cities and the County share the objective of improving mobility and increasing travel-options and access to public transportation in the Shoreline and Lake Forest Park areas; and

WHEREAS, as part of Metro’s efforts to expand alternative transit service delivery in King County in order to more effectively serve communities where fixed-route transit service may not be effective, the Parties desire to engage in a collaborative effort to develop a demonstration community van service and evaluate its efficacy as an alternative transit service in the Shoreline and Lake Forest Park areas; and

WHEREAS, the demonstration project provided for herein provides for an alternative service that may require adjustments during the term of this Agreement in order to achieve the Parties’ objectives and serve the community more effectively;

NOW, THEREFORE, in consideration of the terms, conditions and mutual promises set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the terms and conditions by which the Parties will establish a community van service as an alternative transportation service demonstration project. Implementation and ongoing management of the alternative transportation service provided for herein will be supported by each of the Parties. The Agreement provides for the development of the service, service description, responsibilities for Metro and the Cities related to the service, indicators to measure success of the service, and opportunities to make adjustments to the service. Project objectives and timelines are set forth in Exhibit A (*Service Details, Partner Responsibilities, Performance Indicators*), which is attached hereto and incorporated herein by this reference.

2. SERVICE DESCRIPTION SUMMARY

2.1 Community Van

Community Van is a transit product that, in collaboration with local jurisdictions or other entities, offers request-based, non-commute, shared-ride travel options for the general public to use throughout the day. The Community Van service area and trip type priorities are defined by the participating jurisdictions in collaboration with Metro to meet the transportation needs of their communities and could support pre-scheduled recurring trips to popular destinations such as shopping, or one-time events.

Community Van trips could be available seven (7) days per week, dependent upon the trip needs of the community and the availability of volunteer drivers. Community Van vehicles are operated by volunteer drivers recruited by the Community Transportation Coordinator and approved by Metro's Rideshare Operations.

Vans are provided by Metro and branded to reflect the backing of both Metro and the participating jurisdictions. Along with vans, Metro provides vehicle maintenance, fuel for authorized use, and vehicle insurance coverage.

Partner organizations must use the Community Van vehicles for trips to transport the general public; not for transporting items, equipment or staff.

2.2 Community Transportation Hub

A community transportation hub ("Hub") serves as a one-stop, web-based or physical location for community members to find out about transportation options available in their community, access Community Vans, and find others to share rides. The jurisdictions partner with Metro to promote the Hub to the community leveraging existing resources and communication channels. Metro and the Cities' roles and responsibilities are further described in Exhibit A.

2.3 Community Transportation Coordinator

The community transportation coordinator (CTC) is a person hired by Metro to coordinate and promote alternative transportation services, and provide first-line customer service support. An Advisory Group comprised of Metro and City representatives will provide the CTC with program direction and oversight; the Advisory Group will meet on a mutually agreed upon schedule.

3. DUTIES AND RESPONSIBILITIES OF THE CITIES

The Cities shall perform the tasks and provide the services assigned in the Scope of Work set forth as Exhibit A. In the performance of its responsibilities under this Agreement, the Cities will work in consultation and coordination with the County. The Cities are not responsible for any funding for

this demonstration project.

4. DUTIES AND RESPONSIBILITIES OF THE COUNTY

The County shall perform the tasks and provide the services assigned to it in the Scope of Work set forth as Exhibit A. The County is solely responsible for any funding for this demonstration project.

5. MONITORING AND EVALUATION

The Parties will meet at least four (4) times per year to review service performance and, if warranted, to propose adjustments for the success of the service. This meeting may be combined with the Advisory Group referenced in Exhibit A. Specific metrics and performance indicators are included in Exhibit A. An evaluation of the service, along with other alternative services, will be included in an Alternative Services section of the County's Service Guidelines Report.

6. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective upon its execution by all Parties and shall remain in effect for two (2) years from its effective date unless earlier terminated pursuant to the provisions of Section 7 of this Agreement. It is the Parties' expectation that the Community Van alternative service provided for herein will continue as a demonstration project for a two-year trial period, with adjustments possible during that time as described in Section 6 (*Monitoring and Evaluation*) of this Agreement, and in more detail in Exhibit A.

During this period Metro shall, in consultation with the Cities, monitor and evaluate the service, measuring key performance indicators as outlined in Exhibit A. After the initial two-year demonstration period Metro shall make a determination as to whether continuation of the service is appropriate. In any event, continuation of the service after the two-year demonstration period will be contingent on availability and appropriation of funds and may be subject to King County Council approval.

7. TERMINATION

7.1 Termination for Cause. A Party may terminate this Agreement in the event that another Party materially breaches this Agreement. Written notice of such termination and a description of the breach must be given via certified mail by the Party terminating this Agreement to the other Parties not less than sixty (60) days prior to the effective date of termination. The breaching Party shall be given this sixty (60) days in which to cure its material breach. If the breaching Party fails to cure within sixty (60) days, the Agreement is immediately terminated.

7.2 Termination for Non-appropriation or Loss of Funding. Upon written notice, the County may immediately terminate this Agreement for non-appropriation or if there is a

reduction in or loss of funding necessary to cover the costs of the Agreement. The County shall provide written notice thirty (30) calendar days' prior to the effective date of termination.

7.3 Termination for Convenience. Any Party may terminate this Agreement for convenience and without cause by giving the other Parties written notice of such termination at least thirty (30) calendar days prior to the effective date of termination.

7.4 Pre-termination Costs. Termination by any Party shall not extinguish or release the Parties from liability, claims or obligations to third parties existing as of the time of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of the Agreement.

8. NOTIFICATION AND IDENTIFICATION OF CONTRACT MANAGEMENT AND PROJECT CONTACTS

8.1 Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent postage prepaid by certified U.S. Mail, return receipt requested, to the contact persons and addresses identified in Subsection 8.3 of this Agreement unless otherwise indicated by the Parties in writing.

8.2 Contact Persons and Addresses. The Parties shall designate a contact person ("Designated Contact" or "Contract Manager") for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement. Any changes to the Designated Contact person or address information shall be promptly provided in writing or electronic mail to the other Parties. Any update to the Contract Managers shall state the effective date of said update.

8.3 Designation of Contact Persons and Addresses. As provided for in Subsection 8.2, the Parties designate the following contact persons for the management and administration of this Agreement:

Designated Contact	City of Shoreline	City of Lake Forest Park
Contact Name	Nytasha Walters	Donnelle Dayao
Title	Transportation Division Manager	Project Manager
Address	17500 Midvale Avenue N Shoreline, WA 98133	17425 Ballinger Way NE Lake Forest Park, WA 98155
Telephone	(206) 801-2481	(206) 368-5440 x 108
Email	nsowers@shorelinewa.gov	ddayao@ci.lake-forest-park.wa.us

Contract Manager	King County Metro	
Contact Name	Cathy Snow	
Title	Metro Community Connections Program Manager	
Address	201 S Jackson St KSC-TR-0411 Seattle, WA 98104	
Telephone	(206) 477-5760	
E-mail	cathleen.snow@kingcounty.gov	

9. DISPUTE RESOLUTION

The Parties, through their Designated Contacts identified in Subsection 8.3 of this Agreement, shall use their best efforts, through good faith discussion and negotiation, to resolve any disputes pertaining to this Agreement that may arise among the Parties. If the Designated Contacts are unable, after good faith efforts, to resolve a dispute, the appropriate City Manager, City Administrator, or designee and the General Manager of Metro or designee shall confer and exercise good faith to resolve the dispute.

In the event the Cities and Metro are unable to resolve the dispute, the Parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The Parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame in which the Parties are willing to discuss the disputed issue(s). If the Parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then a Party may institute a legal action in the King County Superior Court, situated in Seattle, Washington, unless another venue is mutually agreed to in writing.

The Parties agree to exhaust each of these informal dispute resolution efforts before seeking to resolve disputes in a court of law or any other forum.

10. RECORDS RETENTION AND AUDIT

10.1 Maintenance of Records. During the term of the Agreement and for a period not less than six (6) years from the date of its expiration or earlier termination, the records and accounts pertaining to this Agreement are to be kept available by all Parties for inspection and audit by the other Parties and the State Auditor, and copies of all records, accounts, documents, or other data pertaining to the Agreement will be furnished upon reasonable notice. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

10.2 Disclosure of Public Records. All Parties acknowledge and agree that all non-privileged, non-exempt records that may be maintained pursuant to Subsection 10.1 of this Agreement are subject to public disclosure under the Washington State Public Records Act, Chapter 42.56 RCW.

11. NONDISCRIMINATION

The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations pertaining to nondiscrimination and agree to require the same of any and all subcontractors providing services or performing any work using funds provided under this Agreement. During the performance of this Agreement, neither the Parties nor any entity subcontracting under the authority of this Agreement, shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the administration or delivery of services or any other benefits under this Agreement. King County Code Chapter 12.16 and 12.17 are incorporated herein by reference, and such requirements shall apply to this Agreement.

12. FORCE MAJEURE

Any Party to this Agreement shall be excused from performance of its responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: late delivery or nonperformance by vendors of materials or supplies; any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court or civil authority; commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Parties to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing.

13. INDEMNIFICATION

Each Party ("Indemnifying Party") shall protect, defend, indemnify, and save harmless every other Party, their officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, including damages for injuries to persons and/or damage to tangible property, arising out of, or in any way resulting from, the acts or omissions of such Indemnifying Party and its officers or employees including, but not limited to, all claims against a Party by an employee of the Indemnifying Party or any of its subcontractors. The Parties each expressly waive by mutual negotiation all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit

act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that any Party incurs any costs including attorneys' fees to enforce the provisions of this Section 14, all such costs and fees shall be recoverable from the Party breaching the terms of this Section. The obligations of this section shall survive any expiration or earlier termination of this Agreement. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

14. CHANGES AND MODIFICATIONS

This Agreement may be amended or modified only by prior written agreement signed by the Parties hereto. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

15. GENERAL TERMS AND CONDITIONS

- 15.1 No Agency, Partnership, or Third Party Beneficiaries. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no rights to any other person or entity. No joint venture, agent-principal relationship, or partnership is formed as a result of this Agreement. No officers, employees or agents of one Party, or any of its contractors or subcontractors, shall be deemed, or represent themselves to be, employees or agents of one of the other Parties.
- 15.2 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 representatives of the Parties, and attached to the original Agreement.
- 15.3 Assignment. No Party shall assign or delegate any interest, or any rights and responsibilities, in this Agreement without the prior written consent of the other Parties.
- 15.4 Binding on Successors and Assigns. This Agreement and all of its terms, provisions, conditions, and covenants, together with any exhibits and attachments now or hereafter made a part hereof, shall be binding on the Parties and their respective successors and assigns.
- 15.5. Entire Agreement. This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent written amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.

- 15.6 Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. Any legal action arising out of this Agreement shall be brought in the King County Superior Court, situated in Seattle, Washington.
- 15.7 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 the other Parties.
- 15.8 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.
- 15.9 Attorneys' Fees. In the event a Party incurs attorneys' fees, costs or other legal expenses to enforce the provisions of this Agreement against the other Parties, all such fees, costs and expenses shall be recoverable by the prevailing Party.
- 15.10 Survival. The provisions of this Section 15 shall survive any expiration or earlier termination of this Agreement.

16. AUTHORITY TO BIND

The Parties represent and warrant that they: (a) have all right, power, and authority necessary to enter into and perform this Agreement; (b) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation enforceable against the Parties in accordance with its terms; and (c) the Parties will comply with all applicable laws, statutes, ordinances, rules, regulations, orders or determinations of any federal, state or local governmental authority in their performance of this Agreement.

17. EXECUTION OF AGREEMENT – COUNTERPARTS

This Agreement may be executed in multiple counterparts, any of which shall be regarded for all purposes as an original.

IN WITNESS THEREOF the Parties hereto have executed this Agreement by duly authorized representatives on the dates shown below their respective signatures.

KING COUNTY METRO TRANSIT

By: _____
Bill Bryant
Service Development Managing Director
King County Department of Transportation, Metro
Transit Division

Date: _____

CITY OF LAKE FOREST PARK

By: _____
Phillip Hill
City Administrator

Date: _____

CITY OF SHORELINE

By: _____
Debbie Tarry
City Manager

Date: _____

EXHIBIT A

**SERVICE DETAILS, PARTNER RESPONSIBILITIES, AND
PERFORMANCE INDICATORS**

A. Service Details

Shoreline-Lake Forest Park Community Van	
General Service Information	Description
Co-Branding Name	Shoreline-Lake Forest Park Community Van
Official start date	November, 2018
Service description	Community Van is a transit product that, in collaboration with local jurisdictions or other entities, offers request-based, non-commute, shared-ride travel options for the general public to use throughout the day. The Community Van service area and trip type priorities are defined by the participating agencies in collaboration with Metro to meet the transportation needs of the community and could support pre-scheduled recurring trips to popular destinations such as shopping, or one-time events. Community Van trips could be available seven (7) days per week, dependent upon the trip needs of the community and the availability of volunteer drivers. Community Van vehicles are operated by volunteer drivers recruited by the Community Transportation Coordinator and approved by Metro’s Rideshare Operations. Vans are provided by Metro and branded to reflect the backing of both Metro and the participating agencies. Along with vans, Metro provides vehicle maintenance, fuel for authorized use, and vehicle insurance coverage. Partner organizations must use the Community Van vehicles for trips to transport the general public; not for transporting items, equipment or staff.
Service Area	Trips beginning or ending within the city limits of Shoreline and/or Lake Forest Park.
Service span	7 days a week – daytime and evenings
Fare	Standard single Adult fare of \$2.75, anytime, anywhere
Fare collection method	Mobile Payment or ORCA Monthly Pass
Number of vehicles	3 (2 in-service plus 1 spare)
Vehicle type	7 passenger capacity ramp vans

B. Partner Responsibilities

Metro shall:

1. Provide and solely fund the Community Transportation Coordinator (CTC).
2. Participate in an Advisory Group comprised of the Designated Contacts identified in Section 8.3 or their designees to provide the CTC with program direction and oversight; the Advisory Group will meet on a mutually agreed upon schedule.
3. Pay for all service operations (fuel, maintenance, and insurance) and all capital costs (van) and all branding.
4. Perform Motor Vehicle Record (MVR) driver record screening and approve all drivers before they are allowed to operate Community Vans.
5. Provide Volunteer Driver Program orientation.
6. Provide orientation on services and support model.
7. Provide oversight for promotion and implementation of products and services
8. Arrange appropriate vehicle(s) for the service.
9. Recommend trip origins and destinations where applicable.
10. Provide a physical kiosk and marketing materials such as: mailers, posters, and brochures.
11. Provide web site development, content linked to local partner programs, and content for social media.
12. In coordination with the Cities, promote services using local communication channels.
13. In coordination with the Cities, collect and analyze metrics.
14. Work with the Cities to adjust services based on operating issues and community feedback.

The Cities shall:

1. Participate in an Advisory Group comprised of the Designated Contacts identified in Section 8.3 or their designees to provide the CTC with program direction and oversight; the Advisory Group will meet on a mutually agreed upon schedule.
2. Provide non-financial support and advice for local operational issues such as siting parking for the van, permitting, signage in the public right-of-way, parking adjustments, and lockbox installation.
3. Advise on identification and prioritization of prearranged group trips.
4. Provide advice on community travel needs to Metro and the Community Transportation Coordinator.
5. Support outreach efforts to keep residents informed of the Community Van program and related services through existing city communication channels, such as through print, web, social media, mailings, posters at public locations.
6. Serve as a liaison between King County and the City's elected officials and management, including presentations as applicable.
7. Support program evaluation through joint review of performance data collected by CTC and Metro.

C. Performance indicators

Data to measure the service's operations will be collected and used as part of Metro's service performance review. The following information will be considered when determining any proposed adjustments to the service. The information will include, but not be limited to:

- Weekly rider boardings
- Number of volunteer drivers
- Number of riders
- Number of Community Van vehicles in operation

In addition, an evaluation of the service will report:

- Service characteristics:
 - Number of trips per day during each service period, as applicable (i.e., peak, off-peak, night, weekends)
 - Span of service
- Customer and stakeholder satisfaction surveys
- Market characteristics including service area population, jobs and measures of social equity.

D. Service performance review

The Parties' Designated Contacts will meet four (4) times a year to review the operating performance of the service. The purpose of these meetings will be to identify any issues which may have an impact and discuss any potential changes to service operations. This may be covered as part of the Advisory Group meeting, or conducted separately upon mutual agreement.