

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Metro Community Shuttle Project Agreement Extension

FOR AGENDA OF: October 7, 2021

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: September 29, 2021

ATTACHMENTS:

1. Community Shuttle Project Agreement Extension between the City of Des Moines and King County Metro
2. City of Des Moines/ Metro Shuttle Brochure and Timetable
3. Metro Community Shuttle Demonstration Project Agreement (March 2018 to March 2020)
4. Transit Service Funding Agreement between the City of Des Moines and King County Metro (September 21, 2019 to September 17, 2021)

CLEARANCES:

- Community Development _____
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Public Works R. Blum

CHIEF OPERATIONS OFFICER: Dip J. [Signature]

- Legal/s/TG
- Finance Colin [Signature]
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for City Council to approve the Community Shuttle Project Agreement Extension with King County Metro that endorses continued operation of Community Shuttle Route 635 through the end of December 2022. The following will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to adopt the Des Moines Community Shuttle Project Agreement Extension between King County Metro and the City of Des Moines and authorize the City Manager to sign and implement the agreement extension substantially in the form presented."

Background

The King County Council approved \$15 million for the Community Connections program in the 2017-2018 biennium budget as the King County Metro Alternative Services Program (Metro). Community Connections is the new name for the program (March 2017).

In 2016, City of Des Moines staff applied to be a participant under this program to establish a demonstration pilot project to fill a gap in transit service linking the Angle Lake Link light rail station and the downtown Marina District via the Des Moines Creek Business Park. The overall intent of program develop innovative and cost-efficient transportation solutions in areas of King County that don't have the infrastructure, density, or land use to support regular fixed route services. The City was shortlisted and selected as a candidate for these services contingent upon developing a plan for a pilot program

In early spring, 2017 City staff assumed the lead in helping Metro in identifying public transportation needs and alternatives that might best meet community needs. A stakeholders group of more than 30 representatives from the Marina District, Wesley Homes and businesses surrounding the Des Moines Creek Business Park participated in a several meetings to define the demonstration project. Metro reached out to the employees of these businesses, with an "all hands" effort at the FAA, to identify needs and make recommendations to enhance public transportation services. Final recommendations from Metro evolved in the fall including three pilot projects: 1. A frequent peak period Community Shuttle linking the downtown with the Angle Lake Station; 2. A program termed "Midday Your Way" that would fill in midday service needs of employees and others; and, 3. A Vanshare program that would provide other direct commuter service connections that are not served by the pilot or other fixed route services. The terms of the two year Community Shuttle pilot are addressed in Attachment 1. In January, 2018, in advance of occupancy of the FAA Regional Headquarters, the Des Moines Community Shuttle, Route 635, was launched as a frequent peak period operation in an attempt to capture commuters. The FAA settled in the new facility in late February and ridership is building.

On April 12, 2018, the City of Des Moines and King County Metro entered into an interlocal agreement for the initial phase of the Community Shuttle Project ([Attachment 3](#)) which outlined the overall agreement for the shuttle service which had an initial sunset of March 20, 2020. Prior to the end of the initial interlocal agreement in March of 2019, a new agreement ([Attachment 4](#)) was developed that was approved by the City Council which updated the service frequency of the shuttle and extended the contract expiration date to September 17, 2021.

Discussion

Route 635 Community Shuttle ([Attachment 2](#)) has been an asset to the City and a key transportation connector between the City's Marina District and the Sound Transit light rail station on South 200th Street. In late March of 2021, Metro reached out to the City to explore interest in continuing the service beyond the fall 2021 service change which goes into effect October 7th, 2021. Administration was very supportive of extending the service beyond fall 2021 and subsequently met with Metro in August of this year to discuss logistics.

While there has been a drop in ridership the last 18 months primarily due to COVID, Metro and the City were willing to continue the funding agreement at (50/50) cost sharing through the end of December 2022. Metro did note that they did intend to reduce the frequency (currently 15 minutes) during weekday peak periods to 30 minute headways due to overall resource restructuring within Metro, but

would continue to deliver 30 minute headway service every day (including Sat/Sun) between March 2022 – December 2022.

Alternatives

During public presentations on the project, the City Council endorsed the project to improve mobility and transportation sustainability. Not approving the agreement will jeopardize the City’s commitment to continue participating in the partnership as well as construction of the capital improvement on 24th Avenue S.

Financial Impact

The finance and budget office have identified one-time funds and in the amount of \$63,831 for 2021 Q4 costs, and approximately \$185,000 for 2022 to cover the City’s cost of the shuttle operations, of which \$125,000 will be funded by ARPA (American Rescue Plan Act).

Recommendation

Staff recommends adoption of the motion as presented.

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King County

Metro Transit Department
Mobility Division

**AMENDMENT No. 1
TO THE
TRANSIT SERVICE FUNDING AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
CITY OF DES MOINES**

This Amendment No. 1 to the Transit Service Funding Agreement (“Amendment No. 1” or the “First Amendment”) 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 its Metro Transit Department, Mobility Division (“**County**” or “**Metro Transit**”) and the City of Des Moines, a Washington municipal corporation (“**City**”), which entities may be referred to hereinafter individually as “**Party**” or collectively as the “**Parties.**”

WHEREAS, on October 7, 2021 the Parties entered into a Transit Service Funding Agreement (the “Agreement”); and

WHEREAS, Section 4 of the Agreement provides that this Agreement may be extended upon the mutual agreement of both Parties; and

WHEREAS, Section 9 of the Agreement provides that this Agreement may be amended or modified only by a prior written amendment signed by authorized representatives of the Parties hereto;

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

1. AGREEMENT DURATION

The expiration date of this Agreement is extended to December 31, 2022.

2. NO OTHER MODIFICATIONS.

Except as specifically provided for in this Amendment No. 1, all other provisions of the Agreement shall remain unchanged and in full force and effect.

3. EFFECTIVE DATE.

This Amendment No. 1 shall be effective upon signature of both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 to the Agreement as of the date set forth below their signatures.

KING COUNTY

CITY OF DES MOINES

By:

By:

Title:

Title:

Date:

Date:

Effective October 2, 2021 thru March 18, 2022

The Des Moines Community Shuttle is a flexible transit service that offers weekday and Saturday service between Angle Lake Station and the Des Moines Marina District.

SERVICE INFORMATION

See map inside.

The Des Moines Community Shuttle provides fixed-route service between Angle Lake Station and the Des Moines Marina District. Limited flexible routing to and from the Wesley Homes Flexible Service Area is also available on a reservation basis.

Scheduled Service/Fixed Routing

The Des Moines Community Shuttle operates Monday through Friday from approximately 5:15 a.m. to 7 p.m., and Saturday from 6:30 a.m. to 6:30 p.m. You can wait at any bus stop along the route for regularly scheduled trips. For more information, please call Metro Customer Service Information at 206-553-3000.

Reservations/Flexible Routing

Rides within the Wesley Homes Flexible Service Area must be scheduled in advance.

Make your trip request at least two hours before you want to be picked up. You may make reservations for up to 30 days in advance. Reservations are on a first-come, first-served basis.

To schedule a ride in the Wesley Homes Flexible Service Area:

- Call 1-866-261-3278 (voice) or
- 1-800-246-1646 (TTY), or visit,
- hopelink.org/need-help/transportation/dart-ride-request

Please leave a message if calling outside the following reservation hours:

Monday – Friday..... 5 a.m. – 11 p.m.

Saturday..... 7:30 a.m. – 9:30 p.m.

Sunday/Holidays..... 9:30 a.m. – 6:30 p.m.

HOW TO PAY

Upon boarding, pay your fare with the regional ORCA card. Get your ORCA card online at orcacard.com, by phone at 1-888-988-6722 (ORCA) or WA Relay: 711 (1-888-889-6368), at ticket vending machines in Sounder and 1 Line (Link) rail stations, or at one of the regional transit agency customer service offices. The ORCA website also provides information on how to use the card, as well as locations at which it can be reloaded with a new pass or additional cash.

FARES

Adults (19 and older)	\$2.75
ORCA LIFT Fare*	\$1.50
Youth (6–18 yrs)	\$1.50
RRFP cardholders (registered seniors, Medicare, disabled)	\$1.00
Children (thru age 5)	Four may ride free with person paying adult fare

*income qualified



Get real-time bus arrival information on your mobile device
Text your bus stop number to **62550**



Metro Customer Information:
206-553-3000



TTY/Hearing Impaired:
WA Relay: 711



Metro Website: kingcounty.gov/metro



Interpreter - 206-553-3000
Intérprete 口譯員 Переводчик
مترجم Thông dịch viên 통역관
Перекладач Soomaali ክስተርጋሚ

Alternative Formats Available
206-263-3113

1202M M&SI/SRL:3K:10/21



Route 635 Des Moines Community Shuttle

Service between
Angle Lake Station
and the Des Moines
Marina District



The Des Moines Community Shuttle is operated by Hopelink and is supported through a partnership between the City of Des Moines and King County Metro.

King County METRO

Moving forward together



Route 635 Des Moines Community Shuttle

Monday thru Friday TO Des Moines Marina District

Angle Lake Station	Des Moines	
S 200th St 28th Ave S	24th Ave S S 216th St	7th Ave S S 226th St
Stop #47200	Stop #47403	Stop #47369
5:21	5:24	5:29
5:41	5:44	5:49
5:56	5:59	6:04
6:11	6:14	6:20
6:26	6:29	6:35
6:41	6:44	6:50
6:56	6:59	7:05
7:12	7:15	7:22
7:28	7:31	7:38
7:49	7:52	7:59
8:05	8:08	8:14
8:22	8:25	8:31
8:37	8:40	8:46
8:52	8:55	9:01
9:12	9:15	9:21
9:42	9:45	9:51
10:12	10:15	10:21
10:42	10:45	10:51
11:12	11:15	11:21
11:42	11:45	11:51
12:12	12:15	12:21
12:42	12:45	12:51
1:12	1:15	1:21
1:42	1:45	1:51
2:11	2:14	2:21
2:31	2:34	2:41
2:46	2:49	2:56
3:01	3:04	3:11
3:16	3:19	3:26
3:31	3:34	3:41
3:46	3:49	3:57
4:01	4:04	4:12
4:19	4:22	4:30
4:38	4:41	4:49
4:56	4:59	5:07
5:11	5:14	5:22
5:29	5:32	5:40
5:43	5:46	5:54
6:00	6:03	6:10
6:15	6:18	6:25
6:29	6:32	6:39
6:44	6:47	6:54

Monday thru Friday TO Angle Lake Station

Des Moines		Angle Lake Station
7th Ave S S 226th St	24th Ave S S 216th St	S 200th St 28th Ave S
Stop #47369	Stop #47206	Stop #47200
5:29	5:36	5:41
5:49	5:57	6:02
6:04	6:12	6:17
6:20	6:29	6:34
6:35	6:44	6:49
6:50	6:59	7:04
7:05	7:15	7:20
7:22	7:32	7:37
7:38	7:48	7:53
7:59	8:09	8:14
8:14	8:22	8:27
8:31	8:39	8:44
8:46	8:54	8:59
9:01	9:09	9:14
9:21	9:29	9:34
9:51	9:59	10:04
10:21	10:29	10:34
10:51	10:59	11:04
11:21	11:29	11:34
11:51	11:59	12:04
12:21	12:29	12:34
12:51	12:59	1:04
1:21	1:29	1:34
1:51	1:59	2:04
2:21	2:29	2:34
2:41	2:49	2:54
2:56	3:04	3:09
3:11	3:19	3:24
3:26	3:35	3:40
3:41	3:50	3:55
3:57	4:06	4:11
4:12	4:21	4:26
4:30	4:39	4:44
4:49	4:58	5:03
5:07	5:16	5:21
5:22	5:30	5:35
5:40	5:48	5:53
5:54	6:02	6:07
6:10	6:18	6:23
6:25	6:32	6:37
6:39	6:46	6:51

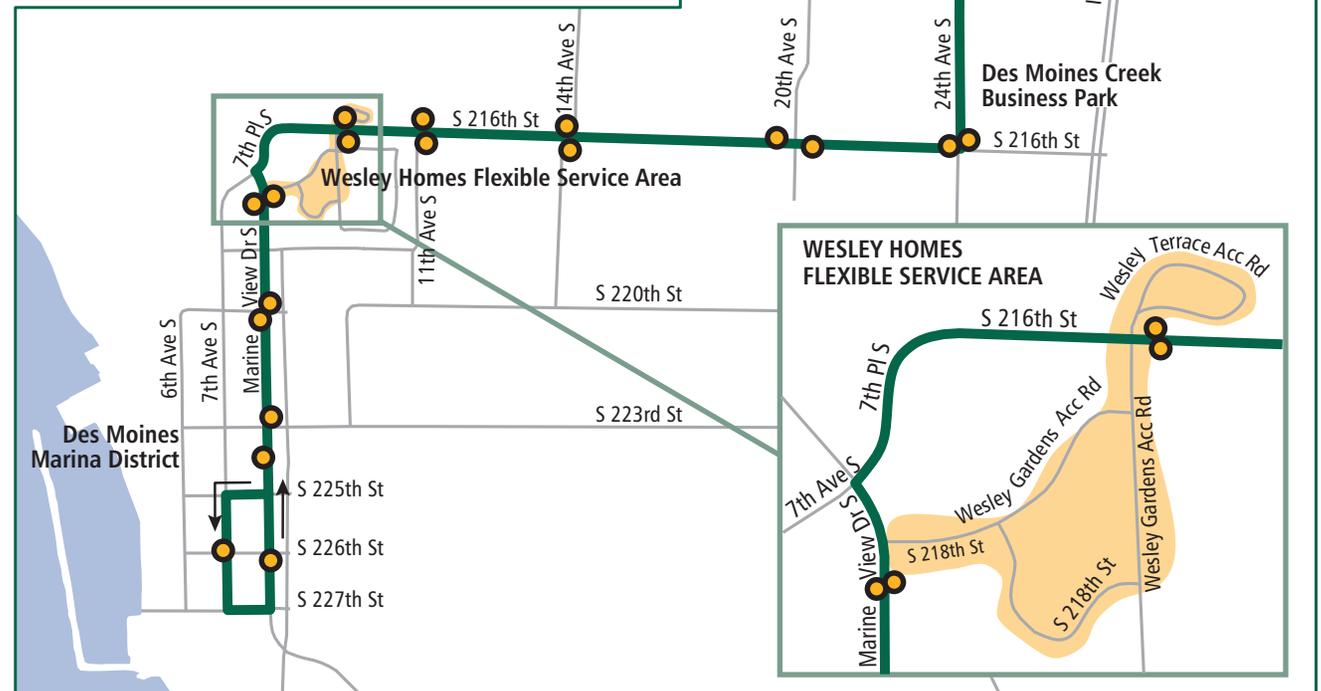
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Saturday TO Des Moines Marina District

Angle Lake Station	Des Moines	
S 200th St 28th Ave S	24th Ave S S 216th St	7th Ave S S 226th St
Stop #47200	Stop #47403	Stop #47369
6:30	6:33	6:38
7:00	7:03	7:08
7:30	7:33	7:38
8:00	8:03	8:08
8:30	8:33	8:38
9:00	9:03	9:08
9:35	9:38	9:43
10:05	10:08	10:13
10:35	10:38	10:44
11:05	11:08	11:14
11:35	11:38	11:44
12:11	12:14	12:20
12:41	12:44	12:50
1:11	1:14	1:20
1:41	1:44	1:50
2:18	2:21	2:27
2:48	2:51	2:57
3:18	3:21	3:27
3:48	3:51	3:57
4:18	4:21	4:27
4:52	4:55	5:01
5:22	5:25	5:31
5:52	5:55	6:01
6:21	6:24	6:30

Saturday TO Angle Lake Station

Des Moines		Angle Lake Station
7th Ave S S 226th St	24th Ave S S 216th St	S 200th St 28th Ave S
Stop #47369	Stop #47206	Stop #47200
6:38	6:44	6:49
7:08	7:14	7:19
7:38	7:44	7:49
8:08	8:14	8:19
8:38	8:44	8:49
9:08	9:14	9:19
9:43	9:49	9:54
10:13	10:20	10:25
10:44	10:51	10:56
11:14	11:21	11:26
11:44	11:51	11:56
12:20	12:28	12:33
12:50	12:58	1:03
1:20	1:28	1:33
1:50	1:58	2:03
2:27	2:35	2:40
2:57	3:05	3:10
3:27	3:35	3:40
3:57	4:05	4:10
4:27	4:35	4:40
5:01	5:09	5:14
5:31	5:39	5:44
6:01	6:09	6:14



TRIP PLANNING

Use Metro's Puget Sound Trip Planner via app or desktop to plan trips on scheduled transit service in King, Pierce and Snohomish counties. Trip Planner results include details about transit stops, routes and schedules. Trip planner itineraries do not include unplanned service disruptions or reroutes caused by weather, emergencies, traffic, events or construction. Visit: kingcounty.gov/tripplanner

COMMUNITY SHUTTLE DEMONSTRATION PROJECT AGREEMENT**Between****THE CITY OF DES MOINES****And****KING COUNTY**

THIS COMMUNITY SHUTTLE DEMONSTRATION PROJECT AGREEMENT (“Agreement”) is made by and between the City of Des Moines, a Washington municipal corporation (“City”) and King County, a political subdivision of the State of Washington, through its Department of Transportation, Metro Transit Division (“County” or “Metro”), either of which 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 Des Moines 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 agencies 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 City and the County share the objective of improving mobility and increasing travel-options and access to public transportation in Des Moines; 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 Shuttle service and evaluate its efficacy as an alternative transit service in the Des Moines area; and

WHEREAS, the Community Shuttle demonstration project ("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 develop a demonstration Community Shuttle service as an alternative transportation service pilot project.

2. DEFINITIONS

2.1 Alternative services program. A program consisting of demonstration projects designed to provide non-fixed-route public transportation service to areas of King County that

lack the infrastructure, density, or land use to support traditional fixed-route transit service, or that have been significantly impacted by fixed-route service reductions.

- 2.2 Flexible service area. A designated area in which limited, off-route deviations may be made upon request and with advance notice.
- 2.3 Level of service. The total number of trips provided while a specified route is in operation.
- 2.4 ORCA. Acronym for “One Regional Card for All,” a regional fare payment system using smart card technology.
- 2.5 Peak service. Transit service operated between the hours of 5:00 AM and 9:00 AM and between 3:00 PM and 7:00 PM on weekdays.
- 2.6 Portable FTP. A fare transaction processor (“FTP”) used to accept ORCA cards and that is capable of being removed from a transit vehicle for purposes of downloading data.
- 2.7 Service frequency. The number of trips in the same direction of travel within a specified time frame, usually expressed as the number of trips per hour.
- 2.8 Service quality. Transit service on-time performance, which may be affected by numerous variables including traffic congestion and increased ridership per trip.
- 2.9 Service span. The amount of time each day in which a specified route is operating.

3. DUTIES AND RESPONSIBILITIES OF THE PARTIES FOR THE OPERATION AND FUNDING OF A DES MOINES COMMUNITY SHUTTLE DEMONSTRATION PROJECT

- 3.1 Des Moines Community Shuttle Demonstration Service Description. The County will provide peak period service that will operate generally between Angle Lake Link Light Rail Station Street and the intersection of S 227th St and Marine View Drive with a flexible service area serving Wesley Gardens and Wesley Terrace. The Des Moines Community Shuttle will be operated for an initial demonstration period beginning Spring 2018 and ending at the close of Metro’s Fall 2019 service change on March 20, 2020.

The anticipated frequency and span of the Des Moines Community Shuttle demonstration service is identified in Exhibit A, which is attached hereto and incorporated herein by this reference. The Parties will jointly monitor the level of service and may, if Metro approves, adjust the frequency and span of service to respond

to use and changing needs in the service area. The Des Moines Community Shuttle will be open to the general public.

- 3.2 Service Operations. The County retains responsibility for scheduling and operating the Des Moines Community Shuttle and will manage the service in accordance with its standard procedures. The County will monitor service quality in accordance with its established standards and policies. As an alternative transit service demonstration project, the Des Moines Community Shuttle will be designated as Metro route number 635 and be included in Metro's Online Trip Planner. The vehicles will be branded consistent with the County's alternative services program guidelines. The Des Moines Community Shuttle will be part of the ORCA regional fare system and regular Metro fares will be charged for the service.

The Parties agree to meet as needed and in a timely manner to address any operational or service issues that arise, including capacity or performance issues.

- 3.3 Communication and Service Information Procedures. The County will follow its standard procedures for developing and distributing Des Moines Community Shuttle service information to the public using its existing communications tools and activities. No printed timetable will be produced for Route 635 to allow more flexibility in making adjustments to the service schedule. If the Parties determine there is an additional communication need related to the Des Moines Community Shuttle demonstration service, the Parties will coordinate that effort through their respective communications and marketing staff. The City will, in cooperation with the County, use reasonable efforts to communicate and promote the Des Moines Community Shuttle demonstration service to the general public including employers/employees in the service area.
- 3.4 Service Performance Review. The Parties' designated contacts listed in Exhibit A will meet at least twice each year to review service performance and, if warranted, to propose adjustments for the success of the demonstration service. Specific metrics and performance indicators are included in Exhibit A. The Parties will also evaluate the need for midday and weekend service in the context of the performance of related pilot services, specifically, *Midday Your Way* for midday service and *Flex VanPool* for weekend commute needs. An evaluation of the demonstration service, along with other alternative services, will be included in the Community Connections section of the County's Annual System Evaluation Report. Evaluation data will be taken into consideration when determining any proposed extension or modifications to this Agreement.

3.5 24th Avenue S. Mid-block Stop. The City will be responsible for all tasks and activities required for the design, construction and inspection of a midblock transit stop and crossing on 24th Avenue South (the “Improvements”). The Improvements are to include, but are not limited to, ADA ramps, a pedestrian refuge, markings and solar powered rectangular rapid flashing beacons. The cost of the Improvements is estimated to be \$95,000. The County will reimburse the City for actual costs of the Improvements in an amount not to exceed \$50,000 (the “Reimbursement Cap”) subject to County review and approval of the design; provided, however, that neither the County’s review nor approval of the design plans will relieve the City of its responsibility for the improvements and for any liability that may arise out of the design and construction of such improvements. The City will pay for all other costs associated with the Improvements, including but not limited to administration, engineering, construction, and inspection costs, currently estimated to be \$45,000. The County is not responsible for funding any costs associated with the design, construction and maintenance of the improvements except as specifically provided for herein.

The City shall be solely responsible for obtaining any and all necessary land use, development and construction permits, licenses, easements and required approvals of any kind whatsoever to undertake the design and construction of the Improvements. The City shall be responsible for complying with all applicable federal state and local laws and regulations, including but not limited to compliance with any applicable prevailing wage statutes and environmental laws, and shall also ensure that any of its subcontractors comply with all applicable laws and regulations. The City will ensure that the Improvements are constructed and maintained consistent with best standards and industry practices and consistent with design approval by the County.

4. INVOICES/PAYMENT PROCEDURE

Upon physical completion of the Improvements, the City will invoice the County for actual costs incurred in the design and construction of the Improvements, subject to the Reimbursement Cap, as provided for in Subsection 3.5 of the Agreement. The invoice shall provide sufficient detail and/or supporting documentation to validate the actual costs for which the City seeks reimbursement. The County shall pay the invoiced costs, subject to the Reimbursement Cap, within thirty (30) days of receipt of the invoice; provided that if the County disputes the charges, documentation or completeness of the invoice, the County will provide written notice of any such objections to the City in within ten (10) business days after receipt of the invoice. The Parties shall use their best efforts to promptly resolve any such dispute. Any such dispute will be subject to the dispute resolution procedures set forth at Section 8 of this Agreement. If the County does not dispute the invoice, should the County fail to pay the City the amount due within thirty (30) days of the receipt of the invoice from the City, interest will be applied to any

outstanding balance due. Interest will be assessed at the maximum rate allowable under Washington state law.

5. EFFECTIVE DATE AND DURATION

This Agreement shall be effective upon its execution by all Parties and shall remain in effect until March 20, 2020 unless earlier terminated pursuant to the provisions of Section 6 of this Agreement. It is the Parties' expectation that the Des Moines Community Shuttle demonstration service provided for herein will continue as a demonstration project until March 20, 2020 with adjustments possible during that time as described in Section 3.5 (Service Performance Review) of this Agreement, and in more detail in Exhibit A. During this period Metro will, in consultation with the City, monitor and evaluate the service, measuring key performance indicators as outlined in Exhibit A. If, after the initial Agreement period, the demonstration service is deemed viable by both Parties, and both County and City funds are available to continue supporting the service, the demonstration service may be converted to regular service, subject to approval by the King County Council. Alternatively, if the Parties determine that further evaluation of the service is needed, the demonstration Agreement may be extended for another 12-month pilot period. Any such mutually acceptable extension must be in the form of a written amendment to this Agreement signed by authorized representatives of the Parties. If after one 12-month extension, the service is deemed not viable by all Parties, the Agreement will be terminated.

6. TERMINATION

- 6.1 Termination for Cause. Either Party may terminate this Agreement in the event that the other 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 proposing termination to the breaching Party not less than sixty (60) days prior to the effective date of termination. The breaching Party shall be given this sixty days in which to cure its material breach. If the breaching Party fails to cure within sixty days, the Agreement is immediately terminated. Upon termination, the Parties shall determine final costs and payments to be made by each Party.
- 6.2 Termination for Non-appropriation or Loss of Grant Funding. Upon written notice, the County may immediately terminate this Agreement for non-appropriation or if there is a reduction in or loss of any grant funding necessary to cover the costs of the Agreement. If possible, the County will provide written notice thirty (30) calendar days prior to the effective date of termination.

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

6.4 Pre-termination Costs. Termination by either Party shall not release the other Party from liability for or extinguish claims or obligations it has 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.

7. NOTIFICATION AND IDENTIFICATION OF CONTRACT MANAGEMENT AND PROJECT CONTACTS

7.1 Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the contact persons and addresses identified in Subsection 7.3 of this Agreement unless otherwise indicated by the Parties in writing.

7.2 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.

7.3 Designation of Contact Persons and Addresses. As provided for in Subsection 7.2, the Parties designate the following contact persons for the management and administration of this Agreement:

Contract Manager	Des Moines	King County Metro
Contact Name	Leonard Madsen	Cathy Snow
Title	Special Transportation Project Manager	Community Connections Program Manager
Address	21650 11 th Ave S Des Moines, WA 98198	King County Metro King Street Center – KSC-TR-0411 201 S. Jackson Street Seattle, WA 98104-38565
Telephone	206 353 1328; 206 870 6523	206-477-5760
E-Mail	LMADSEN@DESMOINESWA.GOV	cathleen.snow@kingcounty.gov

8. DISPUTE RESOLUTION

The Parties, through their Designated Contacts identified in Subsection 7.3 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 between the Parties. If the Designated Contacts are unable, after good faith efforts, to resolve a dispute, the Des Moines City Manager or his/her designee and the General Manager of Metro or her/his designee shall confer and exercise good faith to resolve the dispute. In the event the Des Moines City Manager and the General Manager of 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 either Party may institute 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.

9. RECORDS RETENTION AND AUDIT

9.1 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 any other Party 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.

9.2 Disclosure of Public Records. The Parties acknowledge and agree that all non-privileged, non-exempt records that may be maintained pursuant to Subsection 9.1 of this Agreement are subject to public disclosure under the Washington State Public Records Act, Chapter 42.56 RCW.

10. 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, no Party 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.

11. FORCE MAJEURE

Either 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.

12. INDEMNIFICATION

The City shall protect, defend, indemnify, and save harmless the County, its 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 the City and its officers, employees or agents including, but not limited to, all claims against the County by an employee of the City or any of its agents or subcontractors. The County shall protect, defend, indemnify, and save harmless the City, its 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 the County and its officers or employees including, but not limited to, all claims against the City by an employee of the County 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 12, 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.

13. 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.

14. GENERAL TERMS AND CONDITIONS

- 14.1 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 the other Parties.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.

- 14.6 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.
- 14.7 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 any Party.
- 14.8 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.
- 14.9 Attorneys' Fees. In the event any Party incurs attorneys' fees, costs or other legal expenses to enforce the provisions of this Agreement against any other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.
- 14.10 Limitation of Effect; Property. This Agreement does not establish a separate legal entity, joint board, joint venture, or administrative section for the purpose of acquiring, managing, or disposing of property, or incurring any other financial obligation, nor does this Agreement provide for jointly owned property. All property presently owned or hereafter acquired by any Party to enable it to perform the services required under this Agreement shall remain the property of the acquiring Party in the event of the expiration or earlier termination of this Agreement.
- 14.11 Survival. The provisions of this Section 16 shall survive the expiration or earlier termination of this Agreement.

15. 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.

16. 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, Managing Director,
Service Development

Date: 5/2/18

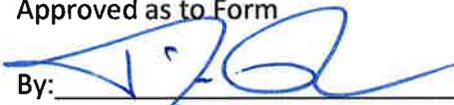
DES MOINES

By: 
Michael Matthias, City Manager

Date: 4-13-18

At the direction of the Des Moines City Council during open meeting on April 12, 2018.

Approved as to Form


By: _____
Tim George, City Attorney

Date: 4-13-18

EXHIBIT A

SERVICE DESCRIPTION

Des Moines Community Shuttle	
General Service Information	Description
Route Number	Route 635
Co-Branding Name	Des Moines Community Shuttle
Contract Service Provider	Hopelink
Official start date	Spring 2018
Service description	Angle Lake Link Light Rail Station and the intersection of S 227th St and Marine View Drive
Flexible Service Area	Wesley Gardens and Wesley Terrace
Service frequency	About 15 minutes frequency
Service span	5:21 AM and 9:14 AM; 2:12 PM and 6:51 PM on weekdays
Total number of trips	To Des Moines Marina District: 31 To Angle Lake Station: 32
Service type description	Two-way, peak period route
Fare collection method	ORCA Reader – portable fare transaction processor (PFTP)
Number of vehicles	2 plus spare

Community Shuttle Performance Measures

Quantitative targets to support performance evaluation will be set for the performance measures shown below. Actual performance relative to these targets will be considered when determining any proposed adjustments to the service and/or its continuation.

Measure	Description
Average daily ridership	<ul style="list-style-type: none"> • Purpose: This metric is designed to measure the level of use of alternative services over time. • High ridership may trigger additional trips and/or conditional conversion to fixed-route • Low ridership may trigger a re-evaluation of the service and potential right-sizing
Cost per boarding	<p>Direct fixed costs/number of boardings</p> <ul style="list-style-type: none"> • Purpose: This measure compares the direct cost of the service on a per-passenger basis. Direct cost is defined as the fixed cost of operating the service. In the case of this service, the direct cost is determined through a

Measure	Description
	<p>contract with Hopelink. This cost includes service operation, vehicle maintenance and administration conducted by the service provider. Due to the highly variable nature of fuel prices, this cost is excluded from this measure in order to be able to generate numerical targets in this measure for a particular route. Including fuel prices into this measure would require Metro to forecast the future price of fuel in order to set realistic performance targets.</p> <ul style="list-style-type: none"> • Example: a shuttle which costs \$1,200 per day to operate and provides an average of 100 boardings per day costs \$12 per boarding to provide the service. • An uncharacteristically high cost per boarding may trigger a re-evaluation of the service and potential right-sizing
Vehicle capacity used	<p>Rides per seats provided</p> <ul style="list-style-type: none"> • Purpose: This metric is designed to measure the level of use of alternative services relative to the capacity of the service provided. • Example: a shuttle with 16 seats making four one-way trips per weekday will provide 1,280 seats over the course of a month. This measure compares the rides provided in that month to the number of seats. • High vehicle capacity used may trigger additional trips and/or conditional conversion to fixed-route • Low vehicle capacity used may trigger a re-evaluation of the service and potential right-sizing
Customer satisfaction	<p>Measures customer satisfaction with the service based on intercept surveys of current riders.</p> <ul style="list-style-type: none"> • Purpose: This metric is designed to determine if the service is meeting the community-identified transportation need effectively. • Highly-satisfied customers suggest that an Alternative Services implementation is meeting the needs of the community effectively. • Low customer satisfaction suggests that the service in its current form is not effectively meeting the needs of the community and may trigger a re-evaluation of the service to better fit customer needs.



King County

**Metro Transit Department
Mobility Division**

**TRANSIT SERVICE FUNDING AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
CITY OF DES MOINES**

THIS TRANSIT SERVICE FUNDING AGREEMENT (“**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 its Metro Transit Department, Mobility Division (“**County**” or “**Metro Transit**”) and the City of Des Moines, a Washington municipal corporation (“**City**”), which entities may be referred to hereinafter individually as “**Party**” or collectively as the “**Parties.**”

WHEREAS, the County holds the authority to provide public transportation within King County’s geographic boundaries; and

WHEREAS, The City of Des Moines has identified funding within its organization to support certain public transit service in partnership with the County; and

WHEREAS, the County and the City have identified specific routes and times where this additional investment in transit service would benefit the customers and employees of both parties; and

WHEREAS, the County has determined it has the resources and funding available to implement these service hours in accordance with the service description specified within this Agreement; and

WHEREAS, Strategies 3.1.1 and 6.3.1 of the King County Metro Transit Strategic Plan for Public Transportation 2011-2021 (“**Strategic Plan**”) identify partnerships with local jurisdictions and businesses as a potential source of the revenue necessary to provide transit service in support of a strong, sustainable economy;

WHEREAS, Metro Transit and the City executed a Community Shuttle Demonstration Project Agreement, April 13, 2018 implementing Route 635 peak period service and said service is nearing productivity targets and may benefit by adding day base service as proposed during the duration of this agreement

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE

CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the terms and conditions under which King County public transit service supported with funding from the City of Des Moines will be operated and incorporates, as is fully set forth in this Agreement, Exhibits A and B.

2. COUNTY'S RESPONSIBILITIES

- 2.1 The County will provide transit service in accordance with the service identified in Exhibit A, and the City will pay a share of the operating cost of the scheduled service hours (as defined in Section 5 of this Agreement) identified in Exhibit A ("**Service**"). The Parties agree that the transit service to be provided in connection with this Agreement will be consistent with the King County Metro Transit Service Guidelines ("**Service Guidelines**"). Metro Transit will adhere to KCC Section 28.94.020, which requires King County Council approval of major service changes.
- 2.2 The County will manage the Service in accordance with its regular procedures and as may be further specified in this Agreement. The Parties understand and agree that the Service referenced herein will be open to the general public.
- 2.3 Service performance will be evaluated based on the following metrics as measured against comparable service:
- a. Average daily ridership;
 - b. Cost per boarding;
 - c. Vehicle capacity used;
 - d. Customer satisfaction.

Evaluation data will be taken into consideration when determining any proposed extension or modification to this agreement.

2.4 Service Management

The Service will begin on September 21, 2019. The County retains responsibility for scheduling, managing and operating the Service. The County will:

- a. Solely upon the City's written request, include specific identification of those trips/services that are being supported by the City in printed and electronic schedule information; and
- b. Notify the City in writing of:
 - 1. Any major changes to the Service (no later than 90 days prior to the change);

2. Planned changes in fare policies or levels (no later than 90 days prior to the change).

The service hours specified in Exhibit A are estimates only. The County will use actual service hours operated and fuel costs to invoice the City for the Service provided, and the City will pay for actual service hours and fuel costs in accordance with Sections 5 and 6.1 of this Agreement.

2.6 **Changes to Service**

The City acknowledges that the County routinely implements transit service changes. As of the effective date of this Agreement, the service change dates occur in March and September. The Parties agree to coordinate changes to the Service in conjunction with the County's scheduled service change dates, where possible.

2.7 **Customer Marketing and Communications**

For the Service specified in this Agreement, the County will continue to follow its standard procedures for developing and distributing full service marketing and communications information to the public through its existing tools and activities. If the City determines there is an additional communication need related to the Service, the City will coordinate that effort with the County through its transit communications and marketing staff.

3. **CITY'S RESPONSIBILITIES**

County will invoice the City in accordance with Sections 5 and 6 of this Agreement, and the City will pay all properly invoiced amounts as set out in Section 6.2.

4. **AGREEMENT DURATION**

This Agreement will commence upon signature by both Parties and remain in effect until September 17, 2021, unless earlier terminated in accordance with its terms. This Agreement may be extended for up to three (3) additional years upon mutual agreement of both Parties, but will not exceed a total term of five (5) years beyond the original service start date of September 2019.

5. **SERVICE COSTS/REVENUES**

5.1 **Compensation**

The City will provide compensation to the County in support of the County's operation of the Service, based on the Contract Service Hourly Rate. Exhibit B sets forth the projected hourly rates and service costs for the 2-year term of this Agreement.

5.2 **Contract Service Hourly Rate**

Metro Transit will use its contract with an outside transportation firm to operate the Service identified in Exhibit A of this Agreement. The City will compensate the County in accordance with the Hourly Rates per Revenue Hour specified in Metro Transit's service contract. As detailed in Exhibit B, the City will pay for fifty percent (50%) of the actual revenue service hours and fuel costs for the Service.

6. **INVOICES/PAYMENT PROCEDURES**

6.1 The County will invoice the City quarterly for Metro Transit's costs to provide the Service in accordance with Exhibits A and B; provided however, the first invoice, to be issued in December 2019 will cover service provided from September 2019 to December 2019. Subsequent invoice will be sent quarterly, no later than March 31, June 30, September 30 and December 31 of each year for the Service rendered in that quarter. These quarterly invoices will be in accordance with the requirements of this Agreement.

6.2 The City shall make payment within thirty (30) days after receipt of all properly invoiced amounts. Each invoice will contain reasonable detail describing the basis for the invoiced amounts.

7. **RECORDS**

7.1 Maintenance of Records. The Parties shall maintain books, records, and documents directly pertinent to performance of the work under this Agreement for a period of six (6) years after the expiration or earlier termination of the Agreement.

7.2 Disclosure of Public Records. The Parties acknowledge that all non-privileged, non-exempt records that may result from access to records under this Agreement are subject to public disclosure.

8. **INDEMNIFICATION AND LEGAL RELATIONS**

8.1 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.

8.2 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.

- 8.3 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.
- 8.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- 8.5 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.
- 8.6 The provisions of this Section 8 shall survive any termination of this Agreement.

9. CHANGES AND MODIFICATIONS

This Agreement may be amended or modified only by a prior written amendment signed by authorized representatives of the Parties hereto.

10. TERMINATION OF AGREEMENT

- 10.1 Either Party may terminate this Agreement in writing if the other Party materially breaches this Agreement; provided, however, that, insofar as practicable, the Party terminating the Agreement will give not less than 180 calendar days prior to the County's next scheduled service change date, by written notice delivered by certified mail, return receipt requested, of intent to terminate.
- 10.2 In addition to termination under Subsection 10.1 of this Agreement, either Party may terminate this Agreement for its convenience, provided that the other Party will be given not less than 180 calendar days prior to the County's next scheduled service change date, by written notice delivered by certified mail, return receipt requested, of intent to terminate.
- 10.3 Performance of any responsibilities undertaken by the County pursuant to this Agreement beyond the County's current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the work provided for in this Agreement. Should such an

appropriation not be approved, the Agreement shall terminate at the close of the current appropriation year. King County is on a biennial budgeting cycle and appropriations end on December 31st of the last year of the biennium (even calendar years).

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

11. 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, including adverse winter weather; strikes or labor actions; commandeering material, products, or facilities by the federal, state or local government; and/or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event, however, shall this provision eliminate the City's obligation to make payment to the County for services performed in accordance with this Agreement.

12. 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 Agreement as an exhibit.

13. ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that neither Party shall assign nor transfer in any manner any interest, obligation or benefit of this Agreement without the other Party's prior written consent.

14. NO THIRD PARTY BENEFICIARIES

Except with respect to the Indemnified Parties, 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.

15. HEADINGS FOR CONVENIENCE ONLY

Section titles or other headings contained in this Agreement are for convenience only and shall not be deemed part of this Agreement or be taken into consideration in the interpretation or construction of this Agreement.

16. 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.

17. ALL TERMS AND CONDITIONS

This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties related to the subject matter hereof, contains all the terms and conditions agreed upon by the Parties, and constitutes the entire agreement between the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto.

18. CONTACT PERSONS

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

	City of Des Moines
Contact Name	Leonard Madsen
Title	Special Transportation Project Manager
Address	21650 11 th Ave S, Des Moines, WA 98198
Telephone	206-353-1328; 206-870-6523
E-Mail	lmadsen@desmoineswa.gov

	King County
Contact Name	Jeremy Fichter
Title	Transportation Planner IV
Address	201 South Jackson Street, Seattle, WA 98104
Telephone	206-477-5848
E-Mail	Jeremy.Fichter@kingcounty.gov

Each Party agrees to advise the other Party in writing with updates to its contact information as needed.

19. EXECUTION OF AGREEMENT – COUNTERPARTS

This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as an original.

20. EFFECTIVE DATE

This Agreement shall take effect on the last date it has been executed by both Parties.

KING COUNTY

By: 

Title: ROB GANNON
GENERAL MANAGER

Date: 3 APR 2019

CITY OF DES MOINES

By: 

Title: MICHAEL MATHIAS
CITY MANAGER

Date: 4/2/19

At the direction of the Des Moines
City Council taken at an open public
meeting on MARCH 28, 2019


APPROVED
Des Moines City Manager

Exhibit A – Service Description

Des Moines Community Shuttle	
General Service Information	Description
Route Number	Route 635
Co-Branding Name	Des Moines Community Shuttle
Contract Service Provider	Hopelink
Service Implementation Date	September 21, 2019
Service Description	Angle Lake Link light rail station and the intersection of S 227 th St and Marine View Drive
Flexible Service Area	Wesley Gardens and Wesley Terrace
Service Frequency	About every 30 minutes
Service Span	Weekdays: Approximately 9 AM to 2 PM Saturdays: Approximately 7 AM to 7 PM
Fare collection method	ORCA Reader – portable fare transaction processor (PFTP)

Exhibit B

Hourly Rates and Projected Service Costs

DES MOINES ADDITIONAL SHUTTLE COST PROJECTION

Assumptions:

- o Service Period - **Saturday, Sept 21, 2019 thru Sept 17, 2021**
- o Estimated fuel cost is based on 2018 average fuel cost per hour
- o 2020 hourly rate reflects an estimated 6% increase over the 2019 rate.
- o 2021 hourly rate reflects an estimated 3% increase over the 2020 rate.

2019	Daily Rev. Hours	# of Days	Total Hours	Hourly Rate	Total Cost
1 Vehicle (weekday)	5	70	350	\$79.00	\$27,650
1 Vehicle (Sat)	12	15	180	\$79.00	\$14,220
Est. Fuel Cost:			530	\$8.30	\$4,399
TOTAL ANNUAL COST:					\$46,269
2020					
1 Vehicle (weekday)	5	255	1,275	\$83.74	\$106,769
1 Vehicle (Sat)	12	52	624	\$83.74	\$52,254
Est. Fuel Cost:			1,899	\$8.30	\$15,762
TOTAL ANNUAL COST:					\$174,784
2021					
1 Vehicle (weekday)	5	186	930	\$86.25	\$80,215
1 Vehicle (Sat)	12	37	444	\$86.25	\$38,296
Est. Fuel Cost:			1,374	\$8.30	\$11,404
TOTAL ANNUAL COST:					\$129,915
TOTAL COST:					\$350,968
50% Share					\$175,483.84

Service Period	# of weekdays	# of Saturdays
Sept 20 - Dec 31, 2019	70	15
Jan 1 - Dec 31, 2020	255	52
Jan 1 - Sept 17, 2021	186	37
	511	104

Memorandum of Understanding AMENDMENT

Project Name: Community Shuttle Demonstration Project Agreement

Partner: City of Des Moines **Contract No:** MOU

Address: Leonard Madsen, Special **Amendment Date :** 3/1/2019
Transportation Project Manager

21650 11th Ave S **Amendment No:** 3
Des Moines, WA 98198

AMENDMENT REQUESTED BY	
<u>Contracted Services, Mobility Services Division</u>	
<small>Organization</small>	
<u>Cathy Snow</u>	
<small>Name</small>	
<u>Transportation Planner IV</u>	
<small>Title</small>	

AMENDMENT EFFECTS	
<input type="checkbox"/>	Change of Scope
<input type="checkbox"/>	Method of Payment
<input checked="" type="checkbox"/>	Time of Performance
<input type="checkbox"/>	Compensation
<input type="checkbox"/>	Terms and Conditions
<input type="checkbox"/>	Results of Services
<input type="checkbox"/>	Other – Contact Persons

Amendment under 2015-2017 Agreement: Extend the Des Moines Community Shuttle Route 635 through the end of Metro's Summer 2021 service change (September 17, 2021).

IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT TO BE EXECUTED AND INSTITUTED ON THE DATE FIRST ABOVE WRITTEN.



King County, Washington

By Rob Gannon
Title General Manager, King County Metro Transit
Date 3 APR 2019



City of Des Moines

By MICHAEL MATTHIAS
Title CITY MANAGER
Date _____

At the direction of the Des Moines City Council taken at an open public meeting on MARCH 28, 2019

APPROVED

Des Moines, IA

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