

## SOUND TRANSIT

### MOTION NO. M98-56

#### Regional Express Early Implementation, East King County BACKGROUND AND COMMENTS

Meeting:	Date:	Type of Action:	Staff Contact:	Phone:
Executive Committee Finance Committee Board of Directors	Cancelled Cancelled 8-13-98	Recommend Board Approval  Approval	Veronica Parker, Program Manager, Regional Bus Agnes Govern, Director, Regional Express	(206) 689-3533  (206) 689-1673

#### **ACTION:**

Approval of Motion No. M98-56 authorizing the execution of an interlocal agreement with King County Metro Transit for the early implementation of Sound Transit service between Bellevue and Seattle on Route 226. This enhancement would address the immediate need for more capacity, while demonstrating to the public the progress on the implementation of *Sound Move*.

#### **BACKGROUND:**

Success of the early implementation of service between Tacoma and Seattle on the Seattle Express has encouraged early implementation of service in other subareas of Sound Transit's service area. Route 226 on the Eastside has been experiencing overcrowding in the afternoon peak period. Also, this route was selected because of the similarities between this route and the Bellevue-Seattle regional route (Route G) identified in *Sound Move*.

Staff recommends the early implementation of service between Bellevue and Seattle beginning September 21, 1998. The benefits of early implementation on this route include:

- Addresses an immediate need for increased capacity on Route 226.
- Allows King County Metro Transit to shift resources to meet overcrowding in the East King County subarea.
- Demonstrates to the public that Sound Transit is progressing on implementation of Regional Express service.

#### **RELEVANT BOARD POLICIES AND PREVIOUS ACTIONS TAKEN:**

- ◆ Adoption of *Sound Move*, The Ten-Year Regional Transit System Plan (May 31, 1996)
- ◆ Adoption of Implementation Guide (May 22, 1997)
- ◆ Adoption of First Moves (May 22, 1997)
- ◆ Adoption of Fiscal Year 1998 Budget (December 11, 1997)

## **KEY FEATURES:**

- ◆ Sound Transit will pay for 16 trips (8 AM peak-hour and 8 PM peak-hour) on Route 226 between Seattle and Bellevue. Three trips in the afternoon will be additional trips to relieve overcrowding on the route. Thirteen trips are currently operating and will allow King County Metro Transit to shift resources to meet demands within the East King County subarea.
- ◆ King County Metro Transit to be responsible for the day-to-day operation of service; with Sound Transit to be responsible for monitoring quality and effectiveness of service.
- ◆ Reimbursement rate of \$65.06 for each hour of service operated under the terms of this agreement is the sum of the anticipated additional out-of-pocket costs that King County Metro Transit will incur as a result of operating the Sound Transit service enhancements. Reimbursable services include the length of time buses are in revenue service, deadhead time, and layover time, as well as items such as operator wages and fringe benefits, fuel, and maintenance costs.
- ◆ Payments for revenues collected by King County Metro Transit will be calculated based on the number of trips that Sound Transit is funding times the average number of passengers per trip on Route 226 times the average fare for each passenger on that route. The actual amount will be 75% of the product. This amount will be credited on the invoice sent to Sound Transit quarterly.
- ◆ This agreement does not set precedent for any future agreements.

## **FUNDING:**

The cost of service for 1998 would be \$90,000 for approximately 1,300 hours of service. In 1999, the estimated cost would be \$305,000 for 4,610 hours of service.

## **ALTERNATIVES:**

Not to provide early implementation for the relief of overcrowding on King County Metro Route 226.

## **CONSEQUENCES OF DELAY:**

Overcrowding will continue on Route 226. Additional trips on the route may not be implemented in September 1998.

## SOUND TRANSIT

### MOTION NO. M98-56

A motion of the Board of Directors of the Central Puget Sound Regional Transit Authority authorizing the Executive Director to execute an intergovernmental agreement with King County Metro for early implementation of Sound Transit express bus service between Bellevue and Seattle on Route 226.

#### Background:

Success of the early implementation of service between Tacoma and Seattle on the Seattle Express has encouraged early implementation of service in other subareas of Sound Transit's service area. Route 226 on the Eastside has been experiencing overcrowding in the afternoon peak period. Also, this route was selected because of the similarities between this route and the Bellevue-Seattle regional route identified in *Sound Move*.

Staff recommends the early implementation of service between Bellevue and Seattle. The benefits of early implementation on this route include:

- Addresses an immediate need for increased capacity on this route.
- Allows King County Metro Transit to shift resources to meet overcrowding within the East King County subarea.
- Demonstrates to the public that Sound Transit is progressing on implementation of service.

#### Motion:

It is hereby moved by the Board of Directors of the Central Puget Sound Regional Transit Authority that the Executive Director is authorized to execute an intergovernmental agreement with King County Metro Transit for the early implementation of Sound Transit service between Bellevue and Seattle on Route 226. This would address the immediate need for more capacity, while demonstrating the progress on the implementation of *Sound Move* to the public. Sound Transit will be identified on the vehicles as the funder of this service.

Approved by the Board of Directors of the Central Puget Sound Regional Transit Authority at a regular meeting thereof on the 13th day of August, 1998.



Bob Drewel  
Board Chair

ATTEST:



Marcia Walker  
Board Administrator

**DRAFT**  
**AGREEMENT FOR SOUND TRANSIT FUNDING OF KING COUNTY  
METRO TRANSIT BUS SERVICES**

This agreement (hereinafter referred to as the Agreement) made this \_\_\_ day of \_\_\_\_\_, 1998, is made between the Central Puget Sound Regional Transit Authority (hereinafter referred to as Sound Transit) and King County Metro Transit (hereinafter referred to as the County) (hereinafter referred to as the Parties).

**1. RECITALS**

WHEREAS, Sound Transit is a governmental entity vested with all powers necessary to implement a high capacity transportation system within its boundaries in King, Pierce, and Snohomish Counties as provided in RCW chapters 81.104 and 81.112; and

WHEREAS, the County is a governmental entity vested with all powers necessary to implement a transportation system within King County as provided in RCW chapters 36.57A; and

WHEREAS, on November 5, 1996, Central Puget Sound area voters approved local funding for *Sound Move*, the ten-year plan for regional high-capacity transit. The plan includes three new types of regional transportation that will be integrated with the local transit systems and use a single, regional fare structure. The new facilities and services include:

**Light rail** – 25 miles of new track with 24 stations in three segments: downtown Seattle north to the University District and potentially to Northgate; downtown Seattle south through Southeast Seattle and Tukwila to SeaTac; and downtown Tacoma to the Tacoma Dome Intermodal Station.

**Commuter rail** – rush hour passenger service on 81 miles of existing train tracks stretching the north/south length of the district between Everett, Seattle, Tacoma, and Lakewood; includes building/improving 14 stations, making track improvements, and upgrading a signal control system.

**Regional Express Bus/HOV Systems** – 20 new regional bus routes operating predominantly on the state's high-occupancy-vehicle lanes; including building special HOV access ramps to the freeway, HOV-lane network, and numerous transit facilities such as transit centers and park-and-ride lots.

WHEREAS, it is Sound Transit's intent to begin funding service on the County's Eastside bus service to address the immediate need for more capacity while ensuring that the costs of providing this service fits within the financial principles outlined in *Sound Move*; and

WHEREAS, Sound Transit and King County entered into a Memorandum of Understanding dated the 11th day of May, 1998 in which the Parties established working principles to facilitate

the planning, design, construction, and implementation of public transportation service provided by each agency.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the respective parties hereto, it is mutually agreed as follows.

## **2. PURPOSE**

The purpose of this agreement is to outline and establish conditions under which the County will operate additional public transportation services that are in part funded by Sound Transit. It is expressly understood by the Parties that this Agreement covers only service that is funded by Sound Transit. It is further understood that this Agreement will not set precedent for any future agreements between the County and Sound Transit. The scope of this agreement is enhancements to Route 226 for additional peak-hour capacity.

## **3. GOALS**

This is the next step in Sound Transit's program to establish a network of regional express bus routes within the Puget Sound area. While not fully realized in this Agreement, the goals of the Regional Express Program, to which both Sound Transit and the County are committed, include:

- A. The Parties will deliver the services within the budget outlined in *Sound Move*.
- B. The Parties will continue to work together to develop a coordinated system of local and regional services that is easy to use and that promotes transit as a viable alternative to the automobile.
- C. The Parties will work together to design and provide regional service 1) to meet the needs of customers, 2) that is fully coordinated with other regional and local services, and 3) that assures attainment of performance standards.
- D. The Parties will continue to work together to develop a seamless transit system that consists of 1) service integration – coordination of services that integrates schedules and routes across system boundaries, 2) an integrated fare structure that provides a common method for pricing trips, especially transfers, that the customer can easily understand, and 3) a uniform method of fare payment (i.e.; a common fare media).
- E. The Parties will follow through on the commitment to the voters that new local tax revenues fund high capacity transit (HCT) services and facilities that will increase the overall level of service over that which currently exists and integrate with existing local transit service in a way that supports HCT services.
- F. The Parties will continue to work together to develop a coordinated system of local and regional services that achieves maximum efficiency and cost effectiveness and that avoids duplicative services.
- G. The Parties will work together to ensure that King County receives maximum improvements while the region receives maximum mobility.

## **4. SPECIFIC OBJECTIVES OF THIS AGREEMENT**

Improve regional mobility and respond to ridership growth in regional corridors in King County by:

- A. Relieving existing overcrowding on the County services.
- B. Providing new capacity that will permit continued ridership growth.
- C. Increase the public visibility of Sound Transit's regional express bus implementation efforts.

## **5. INTERGOVERNMENTAL COORDINATION AND COOPERATION**

A team composed of staff designated by both Sound Transit and the County shall carry out the work required by this Agreement.

Each agency shall identify a central contact person for the operation and maintenance of this service throughout the life of this Agreement. These staff members shall meet as needed for the purpose of coordinating services being provided under this Agreement. The names, addresses, phone numbers, fax numbers, and e-mail addresses of the contact persons will be provided by the agencies and updated as needed.

The parties hereto, agree to engage in cooperative planning related to the service identified in Attachment 1, which shall include, but not be limited to: service development; identification of fleet to be used for service; cleanliness of the service; service, speed, and reliability; service coordination; marketing; and customer information.

### **5.1 ROLE OF THE COUNTY**

The County will be responsible for all aspects of the day-to-day operation of service including, but not limited to, route operations, service supervision, dispatch/radio control, maintenance of all bus stops, related amenities and signage located in King County, vehicle maintenance, human resource needs, planning, scheduling, and customer information. The County will be responsible for service design and fare changes for the jointly-funded services provided under this Agreement. Consultation with Sound Transit will be required prior to final decisions on service and fare changes, but authority to operate service shall remain vested in the King County Council.

King County will maintain the necessary relationships and agreements with the local jurisdictions to ensure efficient and effective operations of service.

### **5.2 ROLE OF SOUND TRANSIT**

Sound Transit will be consulted on proposed service changes (in a time-frame that allows for discussion and modification) which would impact services where Sound Transit funds are being used to improve service. Decisions on allocation of financial resources and how those resources will be deployed shall be made solely by the Sound Transit Board. During 1998 (September – December) early implementation, Sound Transit will be responsible for funding all public information, marketing, and service identity that is requested by Sound Transit beyond what the

County currently provides for regular bus service and will coordinate these efforts with the County. Sound Transit will also provide the County with the opportunity to review all public information, marketing, and service identity pieces prior to public release.

### **5.3 COOPERATION**

Sound Transit and the County will work cooperatively and constructively in making service improvements to jointly-funded services during the term of the Agreement. This effort shall include, but not be limited to, consideration of the following factors: coordination of plans for service; operations and fares; plans and policies of jurisdictions which may impact the provision of services; long-range plans of both Sound Transit and the County; safe, seamless, efficient, and effective operation of transit systems; attractiveness of the services to the public; and other such factors that serve the public interest and/or are mutually agreed upon by the Parties.

### **6. BUDGET**

The additional service will begin September 1998, with funding by Sound Transit. For detailed service additions, see Attachment 1. Sound Transit will fund this additional service in an amount not to exceed \$90,000 for 1998. In 1999, Sound Transit will fund this service in an amount not to exceed \$305,000 or until implementation of the Service Implementation Plan, whichever is earlier.

### **7. FUNDING**

#### **A. Reimbursement of Operating Costs**

During early implementation service in 1998, Sound Transit will reimburse the County at a rate of \$65.06 for each hour of service operated under the terms of this Agreement. This amount is based on the overall articulated coach estimated cost on the route and will be reviewed when King County receives Sound Transit vehicles. The reimbursement rate is the sum of the anticipated additional out-of-pocket costs that the County will incur as a result of operating Sound Transit services. Reimbursable services include the length of time buses are in revenue service, deadhead time, and layover time. This includes operator wages and fringe benefits, fuel, and maintenance costs.

Prior to each service change, the County and Sound Transit will meet and jointly determine any changes to the number of reimbursable hours.

The County will invoice Sound Transit at the end of each quarter for reimbursement of costs incurred. The billing will identify the number of hours operated by the County during the billing period and total calculated costs. Payment will be made by Sound Transit to the County within 20 days of receipt of invoice and performance report as described in Section 9.

#### **B. Revenue Sharing**

Revenue shall be calculated on a per route basis, using the average number of riders per trip for similar trips on that route. Revenue shall be split 75% to Sound Transit, 25% to the County, using the Route 226 peak-hour average revenue from cash, tickets, and passes.

Revenue sharing will be calculated quarterly, with the revenue due to Sound Transit being deducted from the billing made by the County to Sound Transit. Revised service levels and reimbursement rates will comprise an annual amendment to this Agreement, as described in Section 13, or until implementation of the Service Implementation Plan, whichever is earlier.

## **8. PUBLIC AND COMMUNITY INVOLVEMENT**

During early implementation service in 1999, if deemed advantageous, Sound Transit and the County shall work cooperatively in identifying, developing, and implementing a public information program on the initiation of Sound Transit service on Route 226. The County shall identify key citizen groups and constituencies to be provided informational materials. Sound Transit shall develop the service image and will work with the County in the design of materials to be used to promote the additional services described in this agreement. Sound Transit shall have final approval of materials to be used regarding new service. The County shall carry out distribution activities with assistance, as necessary from Sound Transit.

## **9. PERFORMANCE MONITORING**

Prior to the approval of invoices, the County will provide Sound Transit with the following performance data for each quarterly billing. Reports will be provided to Sound Transit in existing report formats.

- Ridership
- Service hours and miles (planned and operated)
- Summary of customer comments
- Service interruptions
- Accidents
- Operating costs
- Standard performance indicators including passengers per trip, passengers per hour, and farebox return
- Operating revenues (these will be split into the County and Sound Transit revenues based on the formula presented in Section 7)

The County will provide performance information on routes subsidized by Sound Transit. This data will depict the performance of the route as a whole. In addition, periodic reports on average number of passengers on each trip and market research information will be shared, as it becomes available.

## **10. ADMINISTRATION**

All tasks and services undertaken pursuant to this Agreement shall be administered on behalf of Sound Transit by the Regional Bus Program Manager (Sound Transit Project Manager) who will



represent Sound Transit in administering tasks covered by the Agreement, and on behalf of the County by the Transit Planner (the County Project Manager), who will represent the County in administering tasks covered by the Agreement.

## **11. DISPUTE RESOLUTION**

- A. The Project Managers shall use their best efforts to resolve disputes and issues arising out of, or related to, the tasks and services covered by this Agreement. The Project Managers shall communicate regularly to discuss the status of the tasks and services to be performed and to resolve any issues or disputes related to the successful performance of this Agreement. The Project Managers will cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any issues or disputes arising during the term of the Agreement.
- B. Each Project Manager shall notify the other in writing of any problem or dispute that the Project Manager believes should be resolved. The Project Managers shall meet within three (3) business days of receiving the written notice in an attempt to resolve the dispute.
- C. In the event the Project Managers cannot resolve the dispute, the Sound Transit Director of Regional Express and the Service Development Section Manager of the County shall meet within five (5) business days and engage in good faith negotiations to resolve the dispute.
- D. Sound Transit and the County agree that they shall have no right to seek relief in a court of law until and unless each of these procedural steps is exhausted.

## **12. INDEMNIFICATION AND RELEASE**

In executing this Agreement, Sound Transit takes no responsibility for the safety, fitness, maintenance, repair, or safe operation of the transit buses that will be operated by the County pursuant to this Agreement. The County hereby undertakes and assumes the obligation to safely maintain, repair, and operate the transit buses that will be operated by the County pursuant to this Agreement, and the County hereby releases Sound Transit from said obligations.

Sound Transit shall protect, defend (with counsel approved by the County), indemnify, and hold harmless the County and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, damages, and judgments of any nature whatsoever, to the extent caused by or resulting from the performance of this Agreement by Sound Transit, or any act or omission of Sound Transit, its officers, agents, and employees.

The County shall protect, defend (with counsel approved by Sound Transit), indemnify, and hold harmless Sound Transit and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, damages, and judgments of any nature whatsoever, to the extent caused by or resulting from the performance of this agreement by the County, or any act of omission of the County, its officers, agents, and employees.

### **13. AMENDMENTS**

This Agreement may be amended at any time by mutually-written agreement of the Parties, provided that said amendments must be approved and signed by the Executive Director and the County Transit General Manager.

### **14. RECORDS**

Each party shall maintain records which accurately reflect all actions taken and services provided pursuant to this Agreement, and all direct and indirect costs incurred in the performance of this Agreement. Sound Transit shall have the right from time-to-time to examine the records of the County as they concern Sound Transit revenues and the direct and indirect costs incurred in the performance of this Agreement.

### **15. INSURANCE**

Sound Transit acknowledges, agrees, and understands that the County is self-funded for all of its liability exposures. The County agrees, at its own expense, to maintain, through its self-funded program, coverage for its liability exposures for the duration of this agreement. The County will provide Sound Transit with a certificate of self-insurance.

### **16. ASSIGNMENT**

Neither party shall assign this Agreement or any part thereof without the written consent of the other. Any attempted assignment without said consent shall be void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

### **17. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Washington, and the Parties agree to the exclusive jurisdiction and venue of the Superior Court of King County, Washington.

### **18. SEVERABILITY**

If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions unaffected thereby shall remain in full force and effect.

### **19. TERMINATION**

This Agreement may be terminated upon mutual agreement of the Parties. It is the intent of the County and Sound Transit that this Agreement will remain in effect until such time as Sound Transit assumes funding authority for the services described in the Service Implementation Plan, but in no event longer than five years without Federal Transit Administration approval. It may be

terminated by either party without further liability or obligation to the other party at an earlier date upon written notice to the other agency's executive director at least 120 days in advance.

**20. FUTURE AGREEMENTS**

This Agreement is for the purpose of providing expanded services as a part of the Bellevue to Seattle service currently provided by the County. This Agreement is of a temporary nature and shall not be construed as setting precedent in any future agreements that Sound Transit and the County will contract to provide services in the future.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the date first written above.

For King County

For Sound Transit

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Rick Walsh, General Manager

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Robert K. White, Executive Director

ATTEST:

ATTEST:

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Name

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Name

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Title

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Title

## ATTACHMENT 1 – SERVICE DESCRIPTION

### Service

Route 226

8 morning trips

8 afternoon trips

Total trips = 16

Total Annual Service Hours = 4,610

Estimated Hours Operated in 1998 = 1,312

### Revenue

Sound Transit shall receive a credit of 75% of the estimated revenue collected from 16 peak-hour Route 226 trips. Revenue calculations shall be based on the most current available data for Route 226. Data provided by the County shall include:

A = Average riders per peak-hour Route 226 trip

B = Estimated peak-hour fare revenue per rider

C = Number of weekdays in each quarter

### Revenue Calculation Methodology

$(A) \times 16 \text{ trips} = \text{Total number of Sound Transit funded riders per weekday}$

$\text{Total number of Sound Transit funded riders per weekday} \times (B) \times (C) = \text{Total revenue collected on Sound Transit funded trips for the quarter}$

$\text{Total revenue collected on Sound Transit funded trips for the quarter} \times 75\% = \text{Revenue due to Sound Transit}$

Revision: July 20, 1998

M 98-56

**Tilley, Laura**

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**From:** Ebersole, Amy  
**Sent:** Wednesday, August 26, 1998 3:19 PM  
**To:** Wagar, Bernie; Tilley, Laura  
**Subject:** FW: Early Implementation Agreement

Bernie and Laura - I'm slammed busy here, hoping one of you can help Lori out? I'm not exactly sure what she means, but if you can follow up I'm sure she can clarify. Or maybe you already know what she means!

Thanks!

-----Original Message-----

**From:** Olsen, Lori  
**Sent:** Tuesday, August 25, 1998 4:48 PM  
**To:** Ebersole, Amy  
**Subject:** Early Implementation Agreement

Would you send me the final version of the KC Early Implementation Agreement. I will proceed with getting it signed. The KC signer will be changed to Paul Toliver and I'll add a line for the legal review for both agencies. Then I'll put in the date. This information is so you know what I'll change -- if that's OK. Thanks.

*Lori E. Olsen  
Regional Express  
684-1615*

Keep original  
attach new  
note  $\Delta$ s  
(changes)