# Agreement between The City of Redmond and King County for Development, Implementation and Operation of Transit Signal Priority for the

#### Redmond Intelligent Transportation System (RITS) Project

THIS AGREEMENT is made and entered into this day of the State of Washington, hereinafter called the "City," and King County, acting through its Department of Transportation, hereinafter called the "County."

Whereas, the City and County are committed to implementing the transit signal priority system within the larger framework of the City's signal system; and

Whereas, the City and County agree that transit signal priority is a tool to optimize the person-carrying capacity of the arterial street system; and

Whereas, the City and County jointly recognize the need to improve the speed and reliability of transit to make it a more attractive mode of travel; and

Whereas, the City has agreed to deploy the Transit Priority Request System recommended by the County and to procure and install signal equipment that can utilize input from the Transit Priority Request Generator to grant transit signal priority as part of the Redmond Intelligent Transportation System (RITS), a city-wide effort; and

Whereas the City, with the County's collaboration, has secured grants from the Washington State Transportation Improvement Board (TIB) and from the United States Department of Transportation (USDOT) to upgrade the City's signal system (RITS) and to implement a transit signal priority element at selected locations ("Transit Signal Priority Element"); and

Whereas, the County is willing to contribute a portion of the match required to secure the TIB and USDOT grant funds to cover a portion of the cost of the Transit Signal Priority Element; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, is the parties hereto agree as follows:

#### Section 1. Definitions

- 1.1 "Transit Priority Request System" (TPR System) shall mean the technology that has been selected by the County, in consultation with local traffic engineers throughout King County, to identify transit buses as they approach a signalized intersection for the purpose of requesting priority treatment from the signal controller. The system is comprised of (i) on-board components including Radio Frequency (RF) transponder (King County Metro Transit supplied), (ii) the TPR Detection System, (iii) the TPR Generator, (iv) TPR interconnect, (v) Interface Panel and the TPR Management Server and (vi) TPR remote work stations.
- 1.2 "Traffic Signal Control System" (TSC) shall mean the system of traffic control maintained and owned by the City for the purpose of managing and controlling vehicular traffic, including, but not limited to, intersection street equipment (traffic signal heads, poles, detectors, conduit, interconnect, traffic controllers and cabinets), and supporting Traffic Management Center (TMC) software and/or hardware.
- 1.3 "Transit Signal Priority" (TSP) shall mean the ability of a traffic signal control system, generally within the traffic controller functional capability, to grant special priority treatment to buses by

- adjusting traffic controller settings so as to reduce signal delay for transit buses. Synonymous with TSP functionality.
- 1.4 "Transit Signal Priority System" (TSP System) shall mean the functional integration of Transit Priority Request system with the Traffic Signal Control System whereby TSP is provided.
- 1.5 "Redmond Intelligent Transportation System" shall mean the first two phases of a city-wide effort to deploy an Intelligent Traffic System (Redmond ITS or RITS). Phase 1 of RITS will upgrade and optimize the City's system of traffic control in the Redmond Overlake Area, along the 148<sup>th</sup> and 156<sup>th</sup> corridors, including cross streets, within the Redmond City limits. Phase 1 will also deploy a central control system and establish real-time communication to the upgraded signals. Phase 2 of RITS will continue the citywide effort to deploy upgraded traffic signal. Phase 2 of RITS will incorporate upgrades to and optimize all traffic signals on the Redmond Way corridor between 148<sup>th</sup> Avenue N.E. and Avondale Way. The City, in cooperation with the County, has secured funding for this project.
- 1.6 "Transit Signal Priority Element" (TSP Element) shall mean the phase of the RITS to implement a transit signal priority and related transit improvements as described in Section 2 of this AGREEMENT.
- 1.7 "Transit Priority Request Management System" shall mean the TPR Management Server, modem bank, phone lines and other central system hardware and applications located at the King Street Center County Offices that are used to manage and communicate with the TPR Generators in the field, inclusive of the phone drop located at the master TPR Generator. Also includes any TPR Remote Workstations that provide user input and system management and operational functions.
- 1.8 "Transit Priority Request Generator" (TPR Generator) shall mean the portion of the TPR System colocated in the traffic signal cabinet that provides the conditional priority request via a low voltage (24v) contact closure (on/off/pulse) setting. The Master TPR Generator includes a modem for direct dial-up by the TPR Management System.
- 1.9 "Transit Priority Request Detection System" (TPR Detection) shall mean the on-street Radio Frequency (RF) antenna based detection system required to detect Metro buses equipped with the Amtech RF Transponder. TPR Detection System includes antenna, mast arms, pole mounted reader cabinet, conduit and conductors back to traffic controller cabinet.
- 1.10 "Transit Priority Request Interconnect" (TPRI) shall mean the conduit and conductors used to provide communication between multiple TPR Generators within a system.
- 1.11 "TSP Testing and Acceptance Plan" shall mean the methodology that will jointly be developed and approved by the City and the County to test the accuracy, function, reliability and connectivity of the TSP system that is installed under this AGREEMENT and in conjunction with RITS.
- 1.12"Interface panel" means the electrical terminal strip located in the traffic controller cabinet that provides a point of demarcation between the TSC System and the TPR System.
- 1.13 "TPR Field Equipment" all equipment that is physically used in the field to support TSP, inclusive of TPR generators, TPR Interconnect, TPR detection and interface panels.

#### Section 2. Purpose of this Agreement

The purpose of this Agreement is to establish the terms and conditions under which the parties will develop, install, own, operate and maintain the various components of the TSP Element. The work of the TSP Element shall consist of the following:

- 2.1 Concurrent with the City's design phase of RITS, the parties shall develop a Transit Signal Priority System Operational Plan. Said Plan shall be agreed upon in writing by both parties by the time the RITS Project design is 30% complete and prior to procurement and installation of any TPR System or the selection of any upgrades to the traffic signal control system equipment. This plan will, at a minimum, include the following elements:
  - Overall design goal for the TSP System installation including the desired improvement in transit performance.
  - the signalized intersections where TSP will be provided;
  - identification of any changes/adjustments in bus zones that will be required to support TSP;
  - the configuration of the TPR Detection system;
  - identification of the likely transit routes/trips that will request priority;
  - the frequency with which calls for TSP will be permitted;
  - the time periods in which TSP will be allowed to operate;
  - the controller algorithms that will be employed to issue TSP along with reasonable assurances that
    the traffic signal controller selected under RITS will be able to provide TSP to the mutual
    satisfaction of both parties;
- 2.2 The City shall purchase and install a new TPR System Test Bench (Test Bench). The City shall provide training of City Traffic Engineering and maintenance staff in the testing and evaluation procedures required to operate and maintain the TPR equipment, as necessary. The test bench equipment will include:
  - Computer
  - Operating System Software (Windows)
  - Transit Priority Request Management System Software. (Should the City determine the location of the County supplied Test bench Computer not suitably located for use by the City's technical staff as a Remote TPR Work Station, the County will provide the software for use on a City owned computer.)
  - TPR Generator Embedded Firmware
  - Test Bench
  - TPR Generator Unit (Master)
  - TPR Detection including Reader Assembly, Log Periodic Antenna Assembly and Check transponder
  - Amtech Static Transponders (2)
  - Test Bench Instruction Manual
- 2.3 The parties shall develop and implement a TSP Testing and Acceptance Plan to ensure that the completed field installations supply the level of accuracy of bus reads that the system has been designed to provide, that all of the connections and communication links in the field are operational, and that the TSP functionality is operating as planned. The TSP Testing and Acceptance Plan will be fully integrated with procurement, design, and construction for RITS.
- 2.4 The City shall purchase and install fully functioning TPR equipment at 24 signalized intersections, or such other number of intersections as may be mutually determined by both parties at completion of final design, based on available funds dedicated to the TSP Element as described in Section 3.5. This includes installation of the following equipment and/or services: TPR Detection for all approaches where bus detection is required, TPR interconnect; TPR Generators, Interface Panels; power connections for the readers; and phone drops, where required, to the TPR Management System. Exhibit B illustrates the basic TSP equipment configuration that will be employed. The parties must jointly approve any changes to the TPR equipment configuration. A cooperative Purchasing Agreement between the City and the County permits the use of cooperative governmental purchasing for various equipment and supplies using King County's awarded contracts.
- 2.5 The City shall purchase and install new traffic controllers, cabinets, traffic signal interconnect, and related equipment required to support a controller upgrade at all of the signalized intersections that are equipped with TPR equipment. The new traffic signal controllers must be capable of providing TSP functionality in a form that is acceptable to both the City and the County. If new traffic controller

- firmware revisions are required to provide this TSP functionality, the City shall work cooperatively with the vendor in order to secure the necessary software revisions.
- 2.6 The City shall optimize the signal timings for traffic progression for all signals impacted by this AGREEMENT prior to the initiating TSP. After the signals are optimized, the City, in cooperation with the County, will activate the TSP related functionality that has been agreed upon in Sections 2.1 and 2.5.
- 2.7 The parties shall conduct a TSP evaluation study to assess the effectiveness of the initial transit signal priority installation in meeting the design goal established in Section 2.1. This study will be completed within 60 days of the installation and acceptance of the TPR System and the agreed upon TSP functionality.
- 2.8 An Operation and Maintenance Supplement will be developed and approved within 3 months of completion of the Evaluation Study. It will be incorporated by addendum into this AGREEMENT.

#### Section 3. Financing

- 3.1 The City and the County will complete the work of the TSP Element, as outlined in Section 2, within the financing framework of the overall RITS. The City will manage the RITS project including the TSP Element.
- 3.2 The City, in collaboration with the County, has secured grants of \$1,000,000 and \$374,000 from the Federal Department of Transportation and Washington State Transportation Improvement Board, and a grant of \$550,000 from the Washington State Corridor Congestion Relief Program to support the RITS.
- 3.3 The City will contribute a minimum of \$563,000 in local City funds to support the project.
- 3.4 The County will contribute a maximum of \$313,000 to support the TSP Element of the RITS project.
- 3.5 The overall budget for RITS \$2,800,000. The budget for the TSP Element, which is the subject of this AGREEMENT, is \$761,000.
- 3.6 Exhibit A allocates the \$895,000 budget among the eight sub-tasks of the scope of work for the TSP Element. No changes to the budget or scope of the TSP Element, can be made without the mutual agreement of the parties.

#### Section 4. Management and Operational Framework

- 4.1 The City and the County agree to perform their respective roles under this AGREEMENT in a cooperative fashion with a shared commitment to successfully implement transit signal priority and a traffic signal upgrade.
- 4.2 For the duration of the procurement, design and construction phases of this AGREEMENT, the parties agree to establish a Management Oversight Committee composed of the Supervisor of Speed and Reliability Program for the County and the City's Traffic Engineer. The Management Oversight Committee must approve all proposed amendments to the scope, as outlined in Section 2.0. The Committee must also approve all amendments to the financing plan as outlined in Section 3.0 up to the maximum amounts authorized in this AGREEMENT. In addition to Committee approval, any amendments must be executed in accordance with Section 14.

#### Section 5. City Responsibilities

- 5.1 The City will provide all of the required community outreach and public notification required for the AGREEMENT.
- 5.2 The City will prepare and submit all required grant related documentation to the granting authorities.
- 5.3 The City will be the lead agency for all required environmental reviews under SEPA and NEPA.
- 5.4 The City will cooperate with the County to jointly develop the Transit Signal Priority Operational Plan outlined in Section 2.1. The end product will be a signed memo that, at a minimum, addresses all of the elements in Section 2.1. The City will contract with the signal controller vendor to supply TSP functionality required to implement Section 2.1.
- 5.5 The City shall purchase and install the TPR Test Bench as required in Section 2.2, and will provide space for said Test Bench at the facility where the City staff who will be required to use it work. The test bench set up will also include a City supplied working model of each controller, in the City system that is used to operate TSP. The City commits to provide at least 8 hours of training on the test bench for all City employees who will directly work with the TPR equipment.
- 5.6 As required in Section 2.3, the City will ensure that the Testing and Acceptance Plan, in a form acceptable to both parties, is in place prior to awarding contracts for the installation of this equipment. This test plan will require the City, the City's contractor, and the County to work together to ensure that the TPR hardware and communication links to the County's TPR Management System are operational. The test plan will need to identify how the parties plan to remedy defects in equipment installation. The test plan will also need to potentially address modifications to contract specifications with respect to reader and antenna locations if field adjustments are required to accurately detect buses.
- 5.7 Unless otherwise agreed by the parties, the City will design and construct all of the improvements and/or supply all of the professional services described in Sections 2.4, 2.5, and 2.6. The City will prepare all contract documents and specifications, manage the work of all contractors or work completed with its own forces, secure all permits, and provide inspection services. The City will provide the County with an opportunity to review and approve 30%, 60%, 90%, and final design for all plans and specifications associated with Sections 2.4, 2.5 and 2.6. The duration of each review and comment period will be jointly agreed upon between the City and County Project Managers.
- 5.8 The City will provide technical support to the County for the Evaluation Study as described in Section 2.7. City support will include, but not be limited to, the following: participating in the development of an evaluation plan; reviewing and commenting on evaluation results; and jointly issuing with the County an evaluation report on the RITS/ Transit Signal Priority Initiative.
- 5.9 Upon the satisfactory completion of the work from Section 2.0, the City commits to own, operate and maintain the TPR Test bench, Remote TPR Workstation hardware and communication links, TPR Detection system, TPR Interconnect, TPR Generators, Interface panels and other street equipment deployed as part of the RITS project, in accordance with an Operations and Maintenance Supplement to be developed by the parties per Section 2.8. The City will be responsible for the monthly power service charges and routine maintenance needed to operate the TPR System. The Supplement will cover the TSP installations developed under this AGREEMENT and all future TSP installations installed in the City.
- 5.10 The City agrees to issue monthly status reports on the Redmond ITS project with specific reference to the status of the TSP Element in a format to be jointly agreed upon by the parties. The City agrees to issue quarterly financial progress reports for the project. The format of this financial report will be

jointly agreed upon by the parties, but at a minimum it will include a expenditures and % completion by work element, and be in a format consistent with Federal Requirements (See Section 16.0)

#### Section 6. County Responsibilities

- 6.1 The County will cooperate with the City to jointly develop the Transit Signal Priority Operational Plan outlined in Section 2.1. The end product will be a signed memo that at a minimum addresses all of the elements in Section 2.1. The County agrees to prepare the first draft of this document for review and comment by the parties. The County will take the lead on the following items: recommending which approaches should receive TPR detection; proposing locations for readers and antenna, identifying changes in bus zone locations that would be desirable; developing draft lists of which routes/trips would be proposed for priority by intersection; and recommending the frequency by which buses will be allowed to place a request for priority, by approach and by time of day.
- 6.2 The County will assist the City in setting up the City's TPR test bench and in training City staff in the use of all of the equipment and software associated with it. The County will assist the City in defining all of the required components for this test bench.
- 6.3 The County and the City will jointly develop and implement the Testing and Acceptance Plan per Section 2.3 for the TPR equipment to insure that the completed field installations perform with the specified level of accuracy in bus reads. The County will not unreasonably withhold its approval of this Plan.
- 6.4 The County has contracted with an equipment vendor under which the vendor agrees to sell TPR System components to the City at established prices. The City shall enter into its own contract with said vendor.
- 6.5 The County will assist in the City's design of the TPR system by supplying the City with equipment specifications and with typical drawings for TPR system component installation. The City will be responsible for incorporating this information into the final contract documents that it will prepare, including the site-specific drawings for all of the individual installations. The County agrees to expedite its reviews and to not unreasonably withhold its approval.
- 6.6 The County will take the lead in conducting the TSP evaluation study as described in Section 2.7. The County will propose an evaluation methodology for review and approval by the City. The County will then conduct the evaluation using the agreed upon methodology and prepare a draft evaluation report for review and approval by the City. The County and the City will jointly issue the final evaluation report.
- 6.7 Upon the satisfactory completion of the scope of work from Section 2.0, the County commits to own, operate, and maintain the following: communication links from the any Master TPR Generators deployed as part of the RITS project to the TPR Management System; the TPR Management Server, application software for both the TPR Server and TPR Remote Workstations; access to the King County WAN that the City will use to access the system and make setting adjustments necessary to support the TPR system; the phone drops necessary to communicate with the Master TPR generator in the field; and the TPR Generator application software. The County commits to the continued development of these applications in order to support the City's ability to offer improved and more effective TSP and to respond to changes in traffic controller technology. The County acknowledges that TPR system management and integration will be an ongoing effort. The County will take the lead in developing a draft of the Operations and Maintenance Supplement in response to Section 2.8 and consistent with the Management and Operational framework outlined in Section 4.0.

#### Section 7. County Payment to City

- 7.1 The County will pay the City \$3,000 upon receipt of an invoice from the City and upon the parties executing agreement on the TSP operational Plan as described in Sections 2.1 and 5.4.
- 7.2 The County will pay the City \$5,000 upon receipt of an invoice from the City and when the City's test bench has been installed and the training of City personnel is complete as described in Sections 2.2 and 5.5.
- 7.3 The County will pay the City \$3,000 upon receipt of an invoice from the City and upon the parties executing agreement on the final TSP testing and acceptance plan as described in Sections 2.3 and 5.6.
- 7.4 The County will pay the City \$100,000 toward the City's equipment purchase upon receipt of an invoice from the City and upon the City's presentation of the vendor invoice and the City's written confirmation that it has received the TPR equipment as generally required for Section 2.4 and as specified in the approved design per Section 5.7. The County will pay the City an additional \$100,000 upon the City submitting to the County a copy of its written final acceptance of the TPR field installation in accordance with the Testing and Acceptance Plan agreed upon in Sections 2.3 and 5.6.
- 7.5 The County will pay the City \$40,000 upon receipt of an invoice from the City and upon testing of a working model of the City's traffic signal controller with any required firmware modifications that are required to provide the necessary TSP functionality, and is accepted by both the City and the County.
- 7.6 The County will pay the City \$10,000 upon receipt of an invoice from the City and upon installation and activation of TSP per Section 2.6 and according to the TSP operational plan.
- 7.7 The County will pay the City \$12,000 upon receipt of an invoice from the City and upon completion of the signal priority evaluation study as described in Section 2.7.
- 7.8 The County will pay the City \$5,000 upon receipt of an invoice from the City and following execution of the Operating and Maintenance Supplemental Supplement as described in Section 2.8.
- 7.9 The County is expected to expend an additional \$35,000 in staff labor and other expenses in performing the County's responsibilities under Section 6. The City agrees that this expenditure shall be credited as in kind match toward the total \$313,000 financial contribution the County has committed to this AGREEMENT.

#### Section 8. Legal Relations

- 8.1 It is understood that the AGREEMENT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as result of this AGREEMENT. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees if the other party.
- 8.2 The City and the County acknowledge that all of the City directed improvements are funded in part by financial assistance from the Washington State Transportation Improvement Board, the Washington State Department of Transportation and the Federal Department of Transportation. The parties agree to comply with all statutory, regulatory and contractual obligations that may arise from or are related to the use of such financial assistance.
- 8.3 To the maximum extent permitted by law, each party shall defend, indemnify, and hold harmless the other party and all of its officials, employees, principals, and agents from all claims, demands, suits, actions and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any negligent acts or omissions of the indemnifying party, its

contractors, and/or employees, agents and representatives in performing work under this AGREEMENT; provided, however, that if (and only if) the provision of RCW 4.24.115 apply and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the other parties to this AGREEMENT, their contractors, employees, agents and representatives, in this instance each party's obligation hereunder applies only to the extent of the negligence of such party or its contractors or employees or agents, or representatives. Each party specifically assumes potential liability for actions brought by its own employees against the other party and for that purpose only each party specifically waives, as to the other party only, any immunity under the Worker's Compensation Act, RCW Title 51; and the parties recognize that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provision of RCW 4.24.115, if applicable.

- 8.4 In the event any party incurs attorney's fees, costs or other legal expenses to enforce provisions of this section against another party, all such fees, costs, and expenses shall be recoverable by the prevailing party.
- 8.5 This AGREEMENT shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this AGREEMENT. The Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this AGREEMENT.
- 8.6 The provisions of the section shall survive any expiration or termination of this AGREEMENT.

#### Section 9. Records and Audit

During the progress of the design and construction of all improvements covered by this AGREEMENT and for a period not less than three (3) years from the date of completion of all improvements, records and accounts pertaining to the work of this AGREEMENT and accounting therefore are to be kept available for inspection and audit by representatives of the parties. Copies of the records shall be furnished upon request and shall be maintained in accordance with a work order accounting procedure prescribed by the Division of Municipal Corporations of the State Auditor's Office.

#### Section 10. Termination Date

This AGREEMENT shall take effect upon execution by both parties and shall expire on December 31, 2004, unless extended by mutual agreement of the Parties or unless terminated in accordance with the provisions of Sections 11 or 12 of this AGREEMENT.

#### Section 11. Termination for Convenience

- 11.1 This AGREEMENT shall take effect upon execution by both parties and shall continue in effect unless terminated by one of the parties. Written notice of such termination must be given via certified mail by the party terminating this AGREEMENT to the other party not less than thirty (30) days prior to the effective date of termination.
- 11.2 If the City terminates the AGREEMENT for convenience prior to completion of Sections 2.1 through 2.7, it must reimburse the County for all payments the County made to the City under Section 7.0.
- 11.3 If the County terminates the AGREEMENT for convenience prior to completion of Sections 2.1 through 2.7, it must pay the City the balance of the amount due the City under Section 7.0 had the County not terminated the AGREEMENT.

11.4 If this AGREEMENT is terminated for convenience, the City agrees to transfer title to the County of all of the TPR equipment that was purchased and installed under this AGREEMENT, exclusive of communication links, conduits, or other investments that cannot be reasonably relocated. The City further agrees to carefully collect said equipment from the field and deliver same in good working condition to a County facility to be named by the County.

#### Section 12. Termination for Cause

- 12.1 Either party may terminate this AGREEMENT in the event that the parties fail to execute the Operation and Maintenance Supplement as specified in Sections 2.8.by giving the other party written notice at least 10 days in advance of the effective date of the termination. If this AGREEMENT is terminated for failure to execute the Operations and Maintenance Supplement, the City agrees to transfer title to the County of all of the TPR equipment that was purchased and installed under this AGREEMENT exclusive of communication links, conduits, or other investments that cannot be reasonably relocated. The City further agrees to carefully collect said equipment from the field and deliver same in good working condition to a County facility to be named by the County.
- 12.2 Either party may terminate this AGREEMENT for cause in the event that the other party materially breaches this AGREEMENT by providing said other party with written notice at least 10 days in advance of the effective date of the termination. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

#### Section 13. Identification of Contacts at City and County

- 13.1 The City and the County each agree to appoint a Project Manager to represent the interests of their respective agencies. The two Project Managers will work together to implement this Agreement.
- 13.2 Within fourteen days of the execution of this AGREEMENT, the parties will provide each other in writing with the name of their Project Manager. Any changes in this assignment must be communicated in writing.
- 13.3 All official communication concerning this AGREEMENT should be directed to the following parties:

City: Mr. David Alm

Transportation Operations Manager

City of Redmond P.O. Box 97010

Redmond, WA 98073-9710

County: Ms. Ellen Bevington

Supervisor of Capital Projects Transit Speed and Reliability

King County Department of Transportation 201 S. Jackson Street, MS KSC-TR-0411 Seattle, Washington 98104-3856

13.4 Any changes in agency contacts from those notes above must be communicated in writing to all parties.

#### Section 14. Entire Agreement

This document contains all terms, conditions and provisions agreed upon by the parties hereto, and shall not be modified except by written amendment. Such amendments may be made to this AGREEMENT within the previously approved budget or other applicable authority for and on behalf of the City by its Transportation Department Director, for and on behalf of the County by its General Manager of the Transit Division.

#### Section 15. Severability

If any provisions of this AGREEMENT are 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

#### Section 16. FTA Subrecipient Reporting Requirements

The County's contribution of \$313,000 as set forth in section 3.4 includes a grant from the Federal Transit Administration (FTA). Exhibit C is an agreement between FTA and FHWA that allows the City to adhere to FHWA contracting requirements and administrative procedures in lieu of the FTA terms. However, such adherence shall not relieve the City from the responsibility of providing the County with a progress report on the status of the project in a format required by the FTA and this agreement.

Quarterly progress reports, as required in Section 5.10, must be accompanied by invoice cost reports documenting contract expenditures on the project. The County shall reserve the right to withhold 10 percent of the County funds for this project until the project is complete and a close out report has been prepared summarizing major milestones and work completed, change orders processed, claims summary, and work quantities of materials, labor and equipment used for project. This closeout report shall be in a format consistent with federal reporting requirements.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT this day of the 2000.

BK TOSVIVA

King Co

Rosemarie Ives, Mayor

Rick C. Walsh, General Manager

King County Metro Transit Division

3-26-0

Date

## Exhibit A

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Federal & State Grant Funds RITS		\$7,000	\$10.000				\$200,000	\$200,000	\$1,474,000	\$20,000	\$13,000				\$1,924,000	
City Contribution RITS									\$563,000						\$563,000	\$2,800,000
Budget for Transit Signal Priority RITS	000	910,000	\$15,000	\$3,000			\$300,000	\$300,000	\$40,000	\$30,000	\$25,000	\$5,000		\$35,000	\$763,000	
County payment to City per Section 7.0	000 00	000,00	\$5,000	\$3,000			\$100,000	\$100,000	\$40,000	\$10,000	\$12,000	\$5,000		\$35,000	\$313,000	
Description of Work Element	Davelon and agree mon Transit Signal Brigging Operational Blon	Correct and agree apoil Italian Ognati Honly Operational Flan	TPR System Test bench	TSP Testing and Acceptance Plan		Installation, testing and acceptance of TPR field Equipment	Equipment Delivery	Installation and Acceptance	Installation of new controllers and ancillary signal equipment to support TPR Detection and TPR Generators equipment	Optimization of traffic signals; installation and activation of transit signal priority	Conduct transit signal priority evaluation study	Execute Operation and Maintenance Agreement	*	In-Kind Match (2.1 through 2.8)	The state of the s	
Applicable Agreement Reference	2.1		2.2	2.3	,	4.2			2.5	2.6	2.7	2.8				

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Exhibit B
King County Transit Signal Priority (TSP) System

### Exhibit C Agreement between FTA Region 10 and FHWA Washington Division

### AGREEMENT BETWEEN FTA REGION 10 AND FHWA WASHINGTON DIVISION

Whereas, it is the policy of the Department of Transportation to promote intermodal and multi-modal projects and to provide assistance to local agencies to facilitate such projects;

Whereas, transit operators in the Puget Sound Region are carrying out a coordinated, four-county, transit priority signalization project funded with both Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) funds;

Whereas, this transit priority signalization project is part of a larger project including a number of related improvements throughout Snohomish, King, Pierce and Kitsap Counties.

Whereas the transit operators involved with the transit signal priority project include: Snohomish-County Public Transportation Benefit Area Corporation, King County, Pierce County, City of Everett, City of Seattle, Pierce County Public Transportation Benefit Area Authority, Kitsap Transit, Central Puget Sound Regional Transit Authority, and Washington State Department of Transportation.

Therefore, it is hereby agreed that FTA funds in current and future grants for transit priority signalization projects, as they may occur, can be administered under all applicable FHWA administrative procedures.

Individual transit operators will continue to draw down funds and provide quarterly progress reports to FTA, in accordance with applicable regulations.

Helen M. Knoll

Regional Administrator

Federal Transit Administration

Gene Fone

Division Administrator

Federal Highway Administration

DATE: 6/29/98

DATE

CC:

Snohomish County Public Benefit Area Corporation

King County

Pierce County

City of Seattle

City of Everett

Pierce County Public Transportation Benefit Area Authority

Central Puget Sound Regional Transit Authority

Washington State Department of Transportation