

FLEXIBLE SERVICE DEMONSTRATION PROJECT AGREEMENT

BETWEEN

KING COUNTY METRO

AND

THE CITY OF ALGONA AND THE CITY OF PACIFIC

THIS FLEXIBLE SERVICE DEMONSTRATION PROJECT AGREEMENT (the "Agreement") is made and entered into between the City of Algona and the City of Pacific (the "Cities"), and King County Metro (the "County" or "Metro"). The City of Algona, City of Pacific and the County may also be referred to individually as "Party" or collectively as the "Parties."

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

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

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

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

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

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

WHEREAS, in November 2020, the King County Council, appropriated funding for the 2021-2022 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, Community partners and the County share the objective of improving mobility and increasing travel-options and access to public transportation in the King County; and

WHEREAS, as part of Metro's efforts to expand alternative transit service delivery in King County in order to more effectively serve communities where fixed-route transit service may not be effective, the Parties desire to engage in a collaborative effort to develop a demonstration Community Van service and evaluate its efficacy as an alternative transit service in the area where a trip destination and/or at least one rider pick-up location is within the geographic boundaries of King County; and

WHEREAS, the pilot 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 Community Van service as an alternative transportation service pilot project. Implementation and ongoing management of the alternative transportation service provided for herein will be supported by the County and Cities. The Agreement provides for the development of the demonstration service, service description, responsibilities for all Parties related to the service, indicators to measure success of the service, and opportunities to make adjustments to the service. Project objectives and timelines are set forth in Attachment A (Service Details, Participating Agency Responsibilities, Performance Indicators), which is attached hereto and incorporated herein by this reference.

2. SERVICE DESCRIPTION SUMMARY

- 2.1 Community Van. Community Van is a transit product that, in collaboration with local jurisdictions or other entities, offers request-based, non-commute, shared-ride travel options for the general public to use throughout the day. Trips are defined by the participating agencies in collaboration with Metro to meet the transportation needs of the community and could support pre-scheduled recurring trips to popular destinations such as shopping, or one-time events. Community Van trips could be available seven (7) days per week, dependent upon the trip needs of the community and the availability of volunteer drivers. Vehicles are operated by volunteer drivers recruited by the community and approved by Metro's Mobility Services. Vehicles are provided by Metro and branded to reflect the backing of both Metro and the participating agencies. Along with vehicles, Metro provides vehicle maintenance, vehicle insurance coverage and fuel for authorized use.

It is anticipated that other demonstration services specifically oriented to commute shared rides will launch in the Cities' service area shortly after the launch of the Community Van demonstration services. These new services would augment the current ride share programs that are already available to the area,

All Parties agree that at the time of the launch of new commute services up to six months from the execution of this Agreement, the demonstration Community Van service in the Cities service area may be used for commute shared rides on an interim basis provided make those rides are coordinated by the Community Transportation Coordinator ("CTC").

Further, all Parties agree that the Advisory Group described in Attachment A will monitor the use of the demonstration Community Van service and, depending upon demand and vehicle availability, may, during this six-month period, choose to prioritize non-commute shared rides over commute shared rides. At any time following the launch of new commute services, the Advisory Group may review the current commute ridership on Community Van and recommend moving riders to a commute rideshare product that would meet the needs of commuters.

- 2.2 Community Transportation Hub. A community transportation hub ("Hub") serves as a one-stop, web-based or physical location for community members to find out about transportation options available in their community, access Community Vans, and find others to share rides. Participating agencies provide building space, oversight and staff (viz.; a CTC), and work with Metro to promote the Hub to the community leveraging existing resources and communication channels. Roles and responsibilities for all Parties are further described in Attachment A.

2.3 Community Transportation Coordinator. Section 3z1 of this Agreement contemplates that a CTC will be employed by the City of Algona to coordinate and promote alternative transportation services and provide first-line customer service support. The responsibilities of the CTC are further described in Attachment B (Community Transportation Coordinator Duties), which is attached hereto and incorporated herein by this reference.

3. DUTIES AND RESPONSIBILITIES OF CITIES

3.1 Scope of Work. The Cities shall perform the respective tasks and provide the services assigned to them in Attachment A, as described with more particularity therein. The Cities acknowledge and agree that the CTC provided for in this Agreement shall be an employee or contractor of the City of Algona and, as such, the City of Algona is responsible for the administration of any applicable benefits, payroll taxes or other obligations related to the employment of a person to fill that position. In addition, the City of Algona will identify back-up staff so that the duties of the CTC can be fulfilled in the event of planned or unplanned absences. In the performance of its responsibilities under this Agreement, the City of Algona will work in consultation and coordination with the Cities and the County.

3.2 Invoicing. Consistent with the provisions of Section 5 of this Agreement, the City of Algona will invoice the County for the actual costs of eligible project expenses incurred, as provided for in Subsection 5.1 of this Agreement, subject to the Reimbursement Cap set forth in Subsection 5.1 of this Agreement.

3.3 Reporting. With each invoice submitted, The City of Algona will provide the County with a report in a format agreeable to the County that includes the number of hours and detailed descriptions of the activities, tasks and services provided, and other information pertinent to the work performed under this Agreement as may be requested by the County.

4. DUTIES AND RESPONSIBILITIES OF THE COUNTY

4.1 Scope of Work. The County shall perform the tasks and provide the services assigned to it in Attachment A as described with more particularity therein.

4.2 Payment of Invoices. The County will reimburse {hiring authority} invoices in accordance with Section 5 of this Agreement.

5. INVOICE AND PAYMENT PROCEDURES

- 5.1 Project Funding and Eligible Expenses. In consideration of the City of Algona performance of the tasks and responsibilities set forth in Attachment B (Community Transportation Coordinator Duties), which is attached hereto and incorporated herein by this reference, Metro will reimburse the City of Algona in an amount not to exceed \$40,000 per year over the two-year term of the Agreement (the "Reimbursement Cap"). In no event shall the total reimbursement to the City of Algona exceed the Reimbursement Cap. As detailed in Attachments A and B, the reimbursement funds are specifically allocated for and shall be used by the City of Algona only to pay for costs incurred for a 0.5 full-time equivalent position to fulfill the responsibilities of the CTC and any miscellaneous expenses related to equipment, materials or services needed for the CTC to perform his or her work for promotion and marketing of the Community Van or Hub unless the responsibility for such costs is the City of Algona's responsibility under this Agreement.
- 5.2 Invoices and Billing. The City of Algona shall submit a completed invoice to the County detailing monthly activities, outcomes, expenses with receipts and reimbursement amount requested following the end of each month. Invoices shall be addressed to the County's Designated Contact as provided for in Section 9 of this Agreement. All invoices shall be supported by corresponding receipts, financial reports and other applicable documentation of expenses incurred for the applicable billing period. Such documentation shall be retained in accordance with the maintenance of records requirements at Subsection 11.1 of this Agreement.
- 5.3 Payments. Metro shall make payments to the City of Algona within thirty (30) calendar days after Metro has received and approved completed invoices documenting eligible project expenses. Payments will be addressed to the City of Algona Designated Contact as provided for in Subsection 9.3 of this Agreement.
- 5.4 Inadequate Invoices and Payment Disputes. Metro reserves the right to withhold payment if invoicing documentation is deemed inadequate. If Metro, in its sole discretion, deems invoice documentation inadequate, it will provide the City of Algona with a written response within thirty (30) calendar days of receipt of the invoice in question specifying the inadequacies in the billing documentation. Under such circumstances, reimbursements for incomplete or inadequate invoices will be made only after such deficiencies have been cured to the satisfaction of the County.

If the County has reason to question any costs or invoiced amounts submitted by the City of Algona it will provide the City of Algona with a written response within thirty (30) calendar days of receipt of the invoice in question. The County shall provide {hiring authority} with the opportunity to explain the charges or invoiced amounts. The Parties agree, however, that the County shall make the final decision as to whether

specific charges or invoiced amounts are allowable as eligible project expenses under the terms of this Agreement.

5.5 Overpayments. In the event that it is determined that an overpayment has been made to the City of Algona by Metro, Metro will bill the City of Algona for the amount of overpayment. The City of Algona shall pay Metro within thirty (30) days of receipt of an invoice for overpayment.

6. MONITORING AND EVALUATION

The Parties will meet at least four (4) times per year in person or virtually, 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 Attachment A. An evaluation of the demonstration service, along with other alternative services, will be included in an Alternative Services section of the County's Annual Service Guidelines Report. Additionally, the evaluation data will be taken into consideration when determining any proposed extension or modifications to this Agreement.

7. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective upon its execution by all Parties and shall remain in effect for two (2) years unless earlier terminated pursuant to the provisions of Section 8 of this Agreement. It is the Parties' expectation that the Community Van alternative service provided for herein will continue as a demonstration project for a two-year trial period, with adjustments possible during that time as described in Section 6 (Monitoring and Evaluation) of this Agreement, and in more detail in Attachment A. During this period Metro will, in consultation with the Cities, monitor and evaluate the service, measuring key performance indicators as outlined in Attachment A. If, after the initial Agreement period, the demonstration service is deemed viable by all Parties, and both County and the Cities funds are available to continue supporting the service, the Agreement may be extended in two-year increments with re-evaluation of viability after each two-year 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 and may be contingent on King County Council approval.

8. TERMINATION

8.1 Termination for Cause. Any Party may terminate this Agreement in the event that another Party materially breaches this Agreement. Written notice of such termination and a description of the breach must be given via certified mail by the Party terminating this Agreement to the other Parties not less than sixty (60) days prior to the effective date of termination. The breaching Party shall be given this sixty day in

which to cure its material breach. If the breaching Party fails to cure within sixty days, the Agreement is immediately terminated; provided, that in such event, the non-breaching Parties may continue the Agreement in effect without further participation of the breaching Party, upon such terms and conditions as the remaining Parties may agree upon in writing. Upon termination, the Parties shall determine final costs and payments to be made by each Party.

- 8.2 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.
- 8.3 Termination for Convenience. Any Party may terminate this Agreement for convenience and without cause by giving the other Parties written notice of such termination at least thirty (30) calendar days prior to the effective date of termination; provided, that in such event, the non-terminating Parties may continue the Agreement in effect without further participation of the terminating Party, upon such terms and conditions as the remaining Parties may agree upon in writing.
- 8.4 Pre-termination Costs. Termination by any Party shall not extinguish or release the other Parties from liability, claims or obligations to third parties existing as of the time of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of the Agreement.

9. NOTIFICATION AND IDENTIFICATION OF CONTRACT MANAGEMENT AND PROJECT CONTACTS

- 9.1 Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent postage prepaid by US Mail, return receipt requested, to the contact persons and addresses identified in Subsection 9.3 of this Agreement unless otherwise indicated by the Parties in writing.
- 9.2 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.

9.3 Designation of Contact Persons and Addresses. As provided for in Subsection 9.2, the Parties designate the following contact persons for the management and administration of this Agreement:

Contract Manager	City of Algona	City of Pacific
Contact Name	David E. Hill	Leanne Guier
Title	Mayor of Algona	Mayor of Pacific
Address	200 Washington Blvd Algona, WA 98001	100 3 rd Ave SE Pacific WA 98047
Telephone	253-833-2987	253-929-1100
E-Mail	mayor@algonawa.gov	lguier@ci.pacific.wa.us

Contract Manager	Metro	
Contact Name	Melissa Allan	
Title	Flexible Services Program Manager	
Address	King Street Center — KSC-TR-0812 201 S. Jackson Street Seattle, WA 98104-38565	
Telephone	206-477-1695	
E-Mail	Melissa.allan@kingcounty.gov	

10. DISPUTE RESOLUTION

The Parties, through their Designated Contacts identified in Subsection 9.3 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 appropriate City Administrators/Managers or their designees and the General Manager of Metro or her/his designee shall confer and exercise good faith to resolve the dispute. In the event the City

Administrators/Managers 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 any Party may institute a legal action in the King County Superior Court, situated in Seattle, Washington, unless another venue is mutually agreed to in writing. The Parties agree to exhaust each of these informal dispute resolution efforts before seeking to resolve disputes in a court of law or any other forum.

11. RECORDS RETENTION AND AUDIT

11.1 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.

11.2 Disclosure of Public Records, the Parties acknowledge and agree that all non-privileged, non-exempt records that may be maintained pursuant to Subsection 11.1 of this Agreement are subject to public disclosure under the Washington State Public Records Act, Chapter 42.56 RCW.

12. 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.

13. FORCE MAJEURE

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

14. INDEMNIFICATION

The Cities (each an "Indemnifying Party") 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 such Indemnifying Party and its officers or employees including, but not limited to, all claims against the County by an employee of an Indemnifying Party or any of its subcontractors. The County shall protect, defend, indemnify, and save harmless the Cities, their officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, including damages for injuries to persons and/or damage to tangible property, arising out of, or in any way resulting from, the acts or omissions of the County and its officers or employees including, but not limited to, all claims against the Cities 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 RCWJ other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that any Party incurs any costs including attorneys' fees to enforce the provisions of this Section 14, all such costs and fees shall be recoverable from the Party breaching the terms of this Section. The obligations of this section shall survive any expiration or earlier termination of this Agreement. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

15. 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.

16. GENERAL TERMS AND CONDITIONS

16.1 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.

16.2 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.

16.3 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

16.4 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,

16.5 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.

- 16.6 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.
- 16.7 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.
- 16.8 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.
- 16.9 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.
- 16.10 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.
- 16.11 Survival. The provisions of this Section 16 shall survive the expiration or earlier termination of this Agreement.

17. 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.

18. 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.

CITY OF ALGONA

CITY OF PACIFIC

David E. Hill
Mayor

Leanne Guier
Mayor

Date: _____

Date: _____

KING COUNTY METRO

Terry White
General Manager

Date: _____

ATTACHMENT A
Service Details, Participating Agency Responsibilities, Performance Indicators

A. Service Details

General Service Information	Description
Co-Branding Name	Algona-Pacific Community Van
Official start date	April 2021
Service Description	Community Van is a transit product that, in collaboration with one or more local agencies, offers request-based, non-commute, shared ride travel options for the general public to use throughout the day. Trips are defined by the participating agencies in collaboration with Metro to meet the transportation needs of the community and could support pre-scheduled recurring trips to popular destinations such as shopping, or one-time events. Community Van trips could be available seven (7) days per week, dependent upon the trip needs of the community and the availability of volunteer drivers. Vehicles are operated by volunteer drivers recruited by the community and approved by Metro's Mobility Services. Vehicles are provided by Metro and branded to reflect the backing of both Metro and the participating agencies. Along with vehicles, Metro provides vehicle maintenance, fuel for authorized use, and vehicle insurance coverage.
Service Area	The Cities of Algona and Pacific where a trip destination and/or at least one rider pick-up location is within the geographic boundaries of King County
Service span	7 days a week — daytime and evenings
Fare	Standard Metro fare for the roundtrip (exclusive of tolls, parking fees, etc.)
Fare collection method	Mobile Payment or ORCA Monthly Pass
Number of vehicles at launch	3
Vehicle type	(2) EV Nissan LEAF, (1) ADA Dodge Grand Caravan

B. Participating Agency Responsibilities

Metro will:

1. Participate in the selection and hiring of the CTC.
2. Participate in an Advisory Group to provide the CTC with program direction and oversight; the Advisory Group will meet on a mutually agreed upon schedule.

3. Pay for demonstration service vehicle operations (fuel, maintenance, and insurance), capital costs (vehicle), and branding.
4. Perform Motor Vehicle Record ("MVR") driver record screening and approve all drivers before they can operate Community Vans.
5. Perform ongoing MVR monitoring of approved drivers.
6. Provide Volunteer Driver Program orientation.
7. Provide Community Transportation Coordinator orientation on the Community Van services and support model.
8. Provide direction to the CTC on the implementation and promotion of Metro products and services.
9. Arrange appropriate vehicle(s) for the demonstration service.
10. Recommend and deny trip origins and destinations as needed.
11. Provide a physical kiosk and marketing materials for Metro products and services such as mailers, posters and brochures.
12. Provide website development and content that may be linked to local agency programs, and content for social media.
13. In coordination with the other Parties, promote services using local communication channels.
14. Lead the collection, analysis and reporting of data to support performance evaluation.
15. In coordination with the other Parties, work with the Cities to adjust the demonstration services based on operating issues and community feedback.
16. Reimburse the City of Algona in accordance with the terms and conditions of the Agreement, for necessary and reasonable costs actually incurred for a 0.5 full-time equivalent ("FTE*") CTC including any necessary and reasonable expenses actually incurred related to miscellaneous equipment, materials or services needed to perform the tasks and responsibilities of the position; e.g., mileage reimbursement for trips to and from participating agency sites to conduct Community Van program activities. The annual Reimbursement Cap was derived as follows:

- Number of average working hours per week for 0.5 FTE: 20
- Maximum annual reimbursement for CTC labor and benefits*: Up to \$38,000
- Maximum annual reimbursement for materials/services: Up to \$2,000
- Total Maximum Annual Reimbursement Cap: Up to \$40,000

* Annual amount or any increases must be approved in advance by the Metro Contract Manager

The City of Algona will:

1. Lead the selection and hiring process for the CTC (FTE with benefits).
2. Administer payroll for the CTC.

3. Provide a workstation, computer and phone for the CTC.
4. Provide day-to-day supervision of the CTC.
5. Provide back-up staff for the CTC to cover planned and unplanned absences.

The Cities will:

1. Participate in the selection and hiring of the CTC.
2. Participate in an Advisory Group to provide the CTC with program direction and oversight; the Advisory Group will meet on a mutually agreed upon schedule.
3. Provide parking and signage for the Community Van vehicles.
4. Assist with local operational issues such as siting parking for the vehicles, permitting, signage in the public right-of-way, or parking adjustments.
5. Identify and prioritize trips as needed.
6. Provide advice on community travel needs to the CTC.
7. Provide direction and support outreach to keep residents informed of the Community Van program and related services, such as through print, web, social media, mailings, posters at public locations.
8. Serve as a liaison between King County and elected officials and management.
9. Assist with the collection, analysis and reporting of data to support performance evaluation.

c. Performance indicators

Data to measure the service's operations will be collected and used as part of the pilot project performance review. This information will be considered when determining any proposed adjustments to the service. Performance measures will include:

Measure	Description
Average daily ridership	Purpose: This metric is designed to measure the level of use of services over time. <ul style="list-style-type: none"> • High ridership may trigger adding additional vehicles to the system • Low ridership may trigger a re-evaluation of the project and potential rightsizing.
Average participants per trip	Purpose: This metric is designed to measure the level of use of service for a trip <ul style="list-style-type: none"> • High participation for a trip may trigger additional trips of this type, or provision of a larger vehicle. • Low use may trigger re-evaluation of a trip when resources are constrained, or opportunity costs are high.

<p>Operating cost per boarding</p>	<p>Purpose: This measure compares the actual cost of the service on a per-passenger basis.</p> <ul style="list-style-type: none"> • An uncharacteristically high cost per rider may trigger a reevaluation of the project and potential rightsizing. • Low cost per rider may trigger an expansion of the project.
<p>Customer satisfaction with a given service based on intercept surveys of current riders</p>	<p>Purpose: This metric is designed to determine if a given service is meeting the community-identified transportation need effectively.</p> <ul style="list-style-type: none"> • Highly satisfied customers suggest that a Flexible Service solution 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 project to better fit customer needs.

Other factors that may be considered when determining any proposed adjustments to the service include.

- Number of volunteer drivers
- Number of trips by trip type, i.e., recurring versus one-time
- Number of trips by trip purpose
- Number of trips by day of week and time of day

D. Service performance review

The Parties' designated contact staff will meet on a mutually agreed upon schedule to review the operating performance of the demonstration service. The purpose of these meetings will be to identify any issues which may have an impact and discuss any potential changes to service operations.

ATTACHMENT B
Community Transportation Coordinator Duties

Communication and Promotion duties:

- Promote transportation options available in the community.
- Serve as first contact for community members with transportation option questions. Complete RideshareOnline.com basic and incentive training.
- Create and manage events in the RideshareOnline.com system that members may match with for the purpose of booking rides on a Community Van,
- Ensure the partner page and Metro Community Van pages have up to date information and working widget. Inform Metro staff if error found.
- Attend local events, engage in outreach to individuals and community groups, and make presentations to various audiences to promote transportation options.
- Leverage existing channels of communication to promote transportation options, i.e., organizational social media such as Facebook and Twitter, organizational website(s), organizational newsletters, community partners such as Chambers of Commerce.
- Work with Metro to help promote broader Metro goals, i.e., increase ORCA Lift use.
- Ensure informational materials, i.e., brochures, comment cards, are available at Hubs and provide materials to public service agencies and other agencies that serve populations in the area who may be dependent upon public transportation.
- Develop relationships with public service agencies that serve individuals who may be dependent upon public transportation in order to partner with them to provide information on transportation options available in the community.
- In collaboration with Metro, coordinate promotions and promotional events to educate community members on transportation options.

Program Reporting duties:

- Provide monthly and quarterly progress reports to King County Metro and other partners in the delivery of Community Van services.
- Participate in routine check-ins with Metro staff when applicable.
- Ensure that all trip information and metrics are captured and reported to King County Metro Contracted Mobility Services.
- Provide monthly program reports to King County Metro Mobility Services. Use templates that are provided.

Community Van duties (includes duties pertaining to volunteer drivers):

Overall Responsibilities:

- Recruit volunteer drivers.
- At initial vehicle delivery, participate in visual inspection of vehicle and note condition on the Community Van Activity Sheet.
- Sign Statement of Understanding (SOU) and take receipt of vehicle, accessories, keys, and Voyager card at the Vehicle Distribution Center (VDC).
- Complete accessible equipment orientation. Be able to demonstrate proper use of the ramp and wheelchair securement system in the Community Van.
- Complete the Community Van Driver orientation.
- Work with King County Metro Contracted Mobility Services to build driver refresher orientation curriculum if requested.
- Responsible for maintenance and up-keep of the Community Van. Duties include but are not limited to monthly inspections of the vehicle, working with Metro staff to schedule regular maintenance or emergency service, report any maintenance issues with the vehicle or vandalism.
- Ensure vehicle interior and exterior are cleaned and washed as needed, fill the gas tank, and complete weekly inspections of vehicles.
- Assist in the event the Community Van breaks down. May be required to pick up stranded riders and drive them back to their pick-up address during normal office hours and when a vehicle or loaner is available.
- Responsible for safe keeping of vehicle keys and Voyager card. Ensure the Key Lock Box is in good working order and only provide access to authorized users
- Ensure accident packets, driver checklists and forms necessary to track ridership are available in the vehicle for drivers' use.
- Provide gas receipts to King County Metro Rideshare Operations.
- Assist with fare collection, fare collection processes, and fare tracking as including but not limited to ORCA, monthly passes, Transit GO mobile ticketing, cash fare payments. May work with organizations to develop cash payment option if necessary.

Responsibilities to Customers:

- Collect and submit to King County Metro Rideshare Operations all documents that require driver signature.
- Serve as a resource for driver questions on Community Van policies and procedures.
- Provide new drivers with accessible equipment orientation and proper vehicle inspection prior to each trip.

- Work with Contracted Mobility Services staff to ensure that drivers complete all required training.
- Hold refresher driver orientations as necessary.
- Dispense new information to drivers on policy or procedure changes that affect regular operations as it pertains to driving and rider services.
- Collect and track driver checklists. Counsel drivers if information is missing or entered incorrectly.
- Provide drivers with trip information, pick-up points, and rider information, e.g., name.