

**COOPERATIVE AGREEMENT**  
**KING COUNTY**  
**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**  
**GCA 5052**  
**INTEGRATED CORRIDOR MANAGEMENT**

THIS AGREEMENT is made and entered into between the Washington State Department of Transportation, hereinafter the "STATE," and King County METRO, a Washington municipal corporation, hereinafter the "COUNTY."

WHEREAS, the COUNTY, in a letter dated August 29, 2006, stated support for a joint application to the Federal Highway Administration related to Integrated Corridor Management [ICM], and pledged up to \$33,000 in local matching funds in support thereof, and

WHEREAS, the STATE and the Federal Highway Administration (FHWA) entered into a discretionary cooperative agreement on September 15, 2006, wherein FHWA granted funds to the STATE for Integrated Corridor Management, known as Assistance Agreement DTFH61-06-RA-00007, hereinafter referred to as "STAGE ONE," and

WHEREAS, the state highway system will benefit from the ICM project where in the event of a traffic incident, traffic may be rerouted to increase traffic flow and the safety to the traveling public, and

WHEREAS, the COUNTY and STATE desire to clarify the responsibilities and roles each agency has with respect to STAGE ONE,

NOW, THEREFORE, by virtue of chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**1. PURPOSE**

- 1.1 The purpose of this AGREEMENT is to set forth the mutual obligations and responsibilities of the STATE and the COUNTY with respect to the activities listed in the Scope of Work, STAGE ONE described in Exhibit B, attached and made a part of this AGREEMENT.

**2. STATE RESPONSIBILITIES**

- 2.1 The STATE will act as the manager of STAGE ONE, including administration of the consultant contract, payment of all amounts due the consultant, managing the STAGE ONE budget, convening and leading an "Integrated Corridor Management Team"

(ICMT), organizing the public involvement effort, and all other tasks necessary to complete STAGE ONE work.

- 2.2 The STATE has retained a consultant to perform work described in Exhibit B. The consultant will invoice the STATE. The STATE will review all invoices and if the work is acceptable, the STATE will pay the consultant.
- 2.3 The STATE will provide a copy of each invoice to the COUNTY, with a request for reimbursement.

### 3. COUNTY RESPONSIBILITIES

- 3.1 The COUNTY agrees to contribute to STAGE ONE a maximum amount of Thirty-Three Thousand Dollars (\$33,000) in accordance with Exhibit A, attached and made a part of this AGREEMENT.
- 3.2 The COUNTY agrees to review each invoice in a timely manner and will notify the STATE within fourteen (14) days from receipt of the invoice, if any errors are found on the invoice. In the event errors are found, the COUNTY will notify the STATE, as specified in Section 4.
- 3.3 The COUNTY will reimburse the STATE for the COUNTY's proportional 11.58 percent obligation for each invoice.

### 4. AGENCY REPRESENTATIVES

- 4.1 Any and all invoices, correspondence or contact pursuant to this AGREEMENT shall be through the following agency representatives.

STATE	COUNTY
WSDOT Attn: Leslie Forbis, MS 120 PO Box 330310 Seattle, WA 98133-9710	King County Metro Attn: John Toone King Street Center 201 S Jackson St, MS KSC-TR-0415 Seattle, WA 98104-3856
Phone: 206.440.4456	Phone: 206.263.3739
Email: ForbisL@wsdot.wa.gov	Email: John.Toone@kingcounty.gov

9/12/07  
JB

### 5. PAYMENT

- 5.1 The COUNTY, in consideration of the performance by the STATE, agrees to reimburse the STATE for its direct and related indirect costs associated with completing the scope of work up to a total contribution of \$33,000.
- 5.2 The COUNTY agrees to make payment for the work within 30 days from receipt of an invoice from the STATE.

**6. ALTERATION OF AGREEMENT**

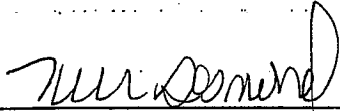
6.1 The COUNTY's contribution amount may not be increased except by written amendment to this AGREEMENT signed by both PARTIES prior to commencing any work to be covered by the amendment. No modification of this AGREEMENT is valid unless evidenced in writing and signed by both PARTIES. No verbal agreement may supersede, replace or amend this section.

**7. DURATION AND TERMINATION**

7.1 This AGREEMENT shall become effective upon execution by the PARTIES and shall remain in effect until STAGE ONE is completed, unless terminated earlier as provided herein.  
7.2 Either PARTY may terminate this AGREEMENT in the event the other PARTY breaches the terms of the AGREEMENT and by providing thirty (30) days prior written notification to the other PARTY. If this AGREEMENT is so terminated, the PARTIES shall be liable only for performance rendered or costs incurred in accordance with the terms of this AGREEMENT prior to the effective date of termination.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the day, month, and year last below written.

KING COUNTY

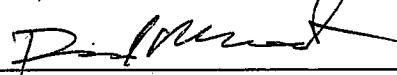


Kevin Desmond  
General Manager

Metro Transit Division

9/4/07  
Date


WASHINGTON STATE DEPARTMENT  
OF TRANSPORTATION



David P. McCormick, P.E.  
Assistant Regional Administrator  
Maintenance and Traffic

9/17/07  
Date

APPROVED AS TO FORM:



Ann E. Salay  
Assistant Attorney General

8-27-07  
Date



**Metro Transit Division**  
Department of Transportation  
King Street Center, KSC-TR-0415  
201 South Jackson Street  
Seattle, WA 98104-3856

August 29, 2006

Vinh Dang, Freeway Operations Engineer  
Washington State Department of Transportation  
Northwest Region  
P.O. Box 330310  
Seattle, WA 98133-9710

Dear Mr. Dang:

This letter is in support of the Central Puget Sound Application for the Discretionary Cooperative Agreement for Integrated Corridor Management (ICM). This project, for Intelligent Transportation System (ITS) improvements for managing the transportation resources of South Downtown Seattle (SODO) and the Duwamish Corridor, is led by the Washington State Department of Transportation in partnership with the City of Seattle and King County Metro Transit.

The parties have applied for funds under phase one of the Integrated Corridor Management DTFH61-06-RA-00007 offered by the U.S. Department of Transportation Federal Highway Administration. In support of this application Metro Transit, through its Speed and Reliability Program, is prepared to provide up to \$33,000 in local matching funds.

The matching funds are currently appropriated in the Regional Transit Signal Priority project and must be contractually obligated in support of this grant on or before December 31, 2007 and used to the benefit transit operations. If we are successful in securing this grant, we look forward to working with our partners to develop a scope of work that includes specific elements to enhance transit operations in the project area. The funds would also provide a unique opportunity to develop ITS infrastructure to enhance the investment King County Metro Transit hopes to make in a new Bus Rapid Transit service connecting West Seattle to the Seattle Central Business District through the SODO area.

Sincerely,

Kevin Desmond  
General Manager  
Metro Transit Division

EXHIBIT A  
GCA 505Z  
LETTER OF SUPPORT  
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cc: Peter Heffernan, Senior Grants Analyst, Office of Regional Transportation, Department of Transportation (DOT)  
Victor Obeso, Manager, Service Development, Metro Transit Division, DOT  
Ellen Bevington, Supervisor, Speed and Reliability, Service Development, Metro Transit Division, DOT  
John Toone, IT Project Manager I, Speed and Reliability, Metro Transit Division, DOT

# Scope of Work

## STAGE ONE

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and coordination and the lack of integrated operational strategies and procedures further impede optimizing the performance of the corridor. It is envisioned that integrating the management and control of the individual transportation networks and optimizing the corridor transportation system as a whole would greatly improve the movement of people and goods through corridors, resulting in reduced delays and increased travel time reliability.

The U.S. DOT ITS JPO began the ICM Initiative to improve safety and mobility within corridors, and to advance the development and deployment of ICM systems throughout the United States. The goal of the initiative is to develop and provide the organizational guidance, operational capabilities, and ITS technical methods needed for effective integrated corridor management. The U.S. DOT will conduct one or more demonstration projects in selected metropolitan corridors to demonstrate the coordination of operations among separate corridor networks, using proven and emerging ITS technologies, to increase the effective use of the total corridor capacity.

### D. OBJECTIVES

→ **STAGE ONE:** In Stage One, the Recipient shall develop its own site-specific Concept of Operations and requirements for its site-specific integrated corridor management (ICM) system. The Recipient shall develop its Concept of Operations document using the generic Concept of Operations document provided by the U.S. DOT as its starting point.

The U.S. DOT expects to select up to four (4) Stage One Pioneer Sites to proceed to Stage Two, Pioneer AMS Sites.

NOTE: Stage Two and Stage Three are designated in this cooperative agreement as separate "Options." Award of this cooperative agreement does not guarantee funds for participation in Stage Two and/or Stage Three. If selected for Stage 2 and/or Stage 3, the Government will exercise the options by execution of separate amendments to the cooperative agreement.

~~STAGE TWO:~~ The U.S. DOT will analyze the ICM systems proposed by the Stage Two Pioneer AMS Sites in more detail and will evaluate the expected benefits to be derived from implementing those ICM systems. Each Stage Two Pioneer AMS Site shall support the analysis of its proposed ICM system through provision of data and assistance to the U.S. DOT's AMS Team.

~~The U.S. DOT expects to select up to four (4) Recipients to proceed to Stage Three, Pioneer Demonstration Sites.~~

~~All Pioneer Sites (including those sites not chosen for Stage Two) will be eligible to be selected to conduct an ICM demonstration project as a Stage Three Pioneer Demonstration Site.~~

~~**STAGE THREE:** In Stage Three, selected Recipients shall each conduct an ICM demonstration project as a Stage Three Pioneer Demonstration Site. In addition to demonstrating ICM, each~~

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~~Recipient selected as a Stage Three Pioneer Demonstration Site shall be required to cooperate with the U.S. DOT's evaluation efforts.~~

## E. STATEMENT OF WORK

~~The Recipient shall perform technical work under this agreement in accordance with the following three Stages as authorized by the Agreement Officer.~~

### *Introduction / Timeline*

→ **STAGE ONE:** Stage One is the initial process, which shall be performed by all Pioneer Sites selected. The U.S. DOT anticipates that Stage One will take approximately 14 months.

~~**STAGE TWO:** Stage Two is a more detailed effort, in which only those Pioneer Sites selected as Pioneer AMS Sites will be asked to perform work funded by the U.S. DOT. The U.S. DOT anticipates that Stage Two will take about 10 months. Pioneer Sites not selected for AMS evaluations may be invited to continue as ICM Stakeholders. They will also be eligible to be selected as Pioneer Demonstration Sites.~~

~~**STAGE THREE:** Stage Three is the demonstration stage. Only those Pioneer Sites selected as Pioneer Demonstration Sites will be asked to perform work funded by the U.S. DOT. All of the Pioneer Sites that have continued with the program, whether selected as Pioneer AMS Sites or not, may be invited to submit Demonstration Plans. Pioneer Sites (including Pioneer AMS Sites) that have continued participation in the program but are not selected as Pioneer Demonstration Sites may be invited to continue as ICM Stakeholders. The U.S. DOT anticipates that Stage Three will take about 36 months.~~

### *Participation in Pioneer Site Workshops and Stakeholder Meetings*

→ **STAGE ONE:** The Recipient shall participate in at least three Pioneer Site workshops and Stakeholder meetings called by the U.S. DOT to discuss issues and concepts related to integrated corridor management. The U.S. DOT anticipates that the combination of a Pioneer Site Workshop and a Stakeholder meeting will occur as either a three-day or a two-day event. The first one or two days will be the Pioneer Site workshop, consisting of full one-day session(s), followed on the last (second or third) day by a one-day Stakeholder meeting. While only Pioneer Site representatives will attend the workshop (along with U.S. DOT representatives), the U.S. DOT anticipates that the Stakeholder meetings will include representatives from organizations and locales that are not Pioneer Sites.

~~**STAGE TWO:** If selected for Stage Two, the Recipient shall participate in workshops and Stakeholder meetings called by the U.S. DOT—currently estimated to be a total of three workshops and/or Stakeholder meetings.~~

~~**CONTINUED ICM STAKEHOLDER PARTICIPATION:** The U.S. DOT may ask Stage One Pioneer Sites that are not selected for Stage Two AMS evaluations to continue to participate as Stakeholders in the ICM initiative. The U.S. DOT will determine~~

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**STAGE ONE**

whether any and how many of the Pioneer Sites not selected as Stage Two Pioneer AMS Sites will be offered this opportunity. Pioneer Sites not selected for Stage Two may opt not to participate as ICM Stakeholders. If they opt not to participate, their involvement in this effort shall end once they are not selected as a Pioneer AMS Site. ICM Stakeholders will be expected to continue to attend ICM initiative meetings called by the Government, to send observers to one or more Pioneer AMS and Pioneer Demonstration Sites to participate in briefings and demonstrations presented by the selected sites, and to provide input on the overall efforts of the ICM initiative. Under a separate award, the U.S. DOT intends to reimburse travel costs for continued ICM Stakeholder participation by public sector personnel.

**STAGE THREE:** If selected for Stage Three, the Recipient shall participate in workshops and Stakeholder meetings called by the U.S. DOT—currently estimated to be a total of three workshops and/or Stakeholder meetings.

**CONTINUED ICM STAKEHOLDER PARTICIPATION:** The U.S. DOT may ask Pioneer Sites (including Pioneer AMS Sites) that are not selected as Stage Three Pioneer Demonstration Sites to continue to participate as ICM Stakeholders in the ICM initiative. Pioneer Sites (including Pioneer AMS Sites) may opt not to participate as ICM Stakeholders. If they opt not to participate, their involvement in this effort shall end once they are not selected as a Stage Three Pioneer Demonstration Site. ICM Stakeholders will be expected to continue to attend ICM initiative meetings called by the Government, to send observers to one or more Pioneer Demonstration Sites to participate in briefings and demonstrations presented by the selected sites, and to provide comments and suggestions on the overall efforts of the ICM initiative. Under a separate award, the U.S. DOT intends to reimburse travel costs for continued ICM Stakeholder participation by public sector personnel.

The details of the three stages are discussed below.

### *Delineation of Tasks*

#### **Stage One – Pioneer Site Concepts of Operations and ICMS Requirements**

In Stage One, the U.S. DOT will provide the Recipient with a generic Concept of Operations document and a generic Requirements document to provide an example of how the Recipient should format its own versions. These generic documents will also illustrate the content that the U.S. DOT expects to see in the Recipient's versions of the documents and be used to facilitate joint U.S. DOT and industry review. The U.S. DOT will also provide an Implementation Guide that discusses what the Recipient should do to prepare the Recipient's version of these documents. The Recipient shall work with the U.S. DOT to accomplish the following tasks.

#### ***Task 1 – Kickoff Meeting and Initial Workshop.***

This first workshop and kickoff meeting will provide the opportunity for all Stage One Pioneer Sites selected by the Government to meet with the other sites and with the U.S. DOT ICM team

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to discuss the U.S. DOT's vision of integrated corridor management and to engage in a dialogue with the U.S. DOT on the work to be done during the period of performance of this effort. This workshop will serve as the formal "kickoff" meeting for this effort and is expected to last one day.

## *Task 2 – Develop an Integrated Corridor Management Concept of Operations*

The Recipient shall develop a Concept of Operations document, using the generic Concept of Operations document provided by the U.S. DOT as its starting point. The Recipient shall tailor this document for the specific capabilities and operational needs that the Recipient believes should be in the Recipient Corridor. The Recipient's Concept of Operations shall describe what the Recipient believes are the integrated corridor management capabilities needed to address existing problems and issues in the Recipient Corridor. The U.S. DOT will provide technical assistance to the Stage One Pioneer Sites in the development of a site-specific Concept of Operations. The first version of this document shall be delivered to the U.S. DOT prior to the second workshop and stakeholder meeting scheduled as part of this Stage.

The second workshop will give each Stage One Pioneer Site the opportunity to present its thinking, as embodied in the draft Concept of Operations for their site, on how they would approach the implementation of integrated corridor management. It will provide each Stage One Pioneer Site with the opportunity to measure its own approach against the approaches of other Stage One Pioneer Sites. Each Pioneer Site shall, after the workshop, revise and refine its Concept of Operations incorporating, should it choose to do so, the best practices of other Pioneer Sites. This workshop is expected to last two days. After the workshop, the U.S. DOT will provide comments on the Pioneer Site's draft Concept of Operations. The U.S. DOT expects each Pioneer Site to address those comments, as appropriate, finalize its Concept of Operations, and deliver the final version to the U.S. DOT.

## *Task 3 – Document Requirements for Integrated Corridor Management*

Each Pioneer Site shall develop requirements documentation that expands on the needs identified in the Pioneer Site's Concept of Operations document. The requirements documentation shall provide the basis for the capabilities that the Pioneer Site plans to implement, should it be selected as a Stage Three ICM demonstration site. The U.S. DOT will provide technical assistance to the Pioneer Sites in the documentation of requirements for their proposed ICM system. The types of requirements that the Recipient shall document include, but are not limited to: functional requirements, performance requirements, and system requirements. The Recipient shall deliver the first version of this documentation to the U.S. DOT prior to the third workshop and stakeholder meeting scheduled as part of this Stage.

The third workshop will give each Pioneer Site the opportunity to present its thinking, as embodied in the draft requirements documentation for its Site, on what specific integrated corridor management capabilities would be implemented. It will provide each Pioneer Site with the opportunity to measure its own approach against the approaches of other Pioneer Sites. Each Pioneer Site shall, after the workshop, revise and refine its requirements documentation incorporating, should it choose to do so, the best practices of other Pioneer Sites. This workshop

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is expected to last two days. After the workshop, the U.S. DOT will provide comments on the Pioneer Site's draft requirements documentation. The U.S. DOT expects each Pioneer Site to address those comments, as appropriate, finalize its requirements documentation, and deliver the final version to the U.S. DOT.

## *Task 4 – Collect and Deliver Sample Data*

The U.S. DOT plans to select up to four (4) of the Stage One Pioneer Sites as Stage Two AMS sites. One of the factors the U.S. DOT plans to use to determine which Stage One Pioneer Sites are selected for Stage Two AMS evaluations is the availability of quality data that can be used to analyze, model, and/or simulate the Site's proposed ICM system. The type of data that the U.S. DOT may request from the Stage One Pioneer sites includes:

- Electronic files containing roadway-specific data on traffic volumes and speeds and/or travel times.
- Electronic files containing transit-specific data, such as automated vehicle location (AVL) of transit vehicles, transit vehicle speeds, transit vehicle schedule adherence data, automated passenger counts for vehicles, electronic payment system information.
- Detailed descriptions of corridor characteristics, such as roadway segments, geometric characteristics of roadways (e.g., presence of grade, curvature, length of merge lanes), number of signalized and non-signalized intersections, dynamic message signs and their placement on roadway segments, presence of work zones, use of ramp meters, existence of high occupancy vehicle/high occupancy toll (HOV/HOT) lanes pricing strategies for transit, roadways (tolls), HOT lanes, and parking.
- Detailed descriptions of transit capabilities, such as routes, station locations, passenger capacity, ridership by transit route/line, degree of use of automated vehicle location (AVL) technology, automated passenger counting (APC) systems, electronic payment systems (EPS) by the transit system(s).

The U.S. DOT will provide all Stage One Pioneer Sites with a definitive list of the data required no later than **20 weeks** after the effective date of the agreement. The Stage One Pioneer Sites will have sixteen (16) weeks to collect and provide their available network data for U.S. DOT assessment, as part of the process of selecting those sites that will become Stage Two Pioneer AMS Sites.

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