

January 7, 2019

Sanjay Bhatt
Public Information Officer
KITSAP TRANSIT
60 Washington Ave. Suite 200
Bremerton, WA 98337

**Re: Agreement GCB 3119 Re: Public Transportation Options
During Alaskan Way Viaduct Closure**

Dear Sanjay:

Please find enclosed three (3) originals of Agreement GCB 3119 Re: Public Transportation Options During Alaskan Way Viaduct Closure between Washington State Ferries (WSF) and Kitsap Transit (KT). On January 4, 2019, the parties exchanged e-mailed signatures on the Agreement which is retroactively effective on January 1, 2019.

Under the Agreement, WSF agrees to reimbursement KT for the actual costs incurred by KT associated with notifying commuters and other travelers about public transportation options for travel between Kitsap County and the Seattle metro area during the initial period of the Alaskan Way Viaduct closure in Seattle starting January 11, 2019. Such notice will be via banners / flyers at select WSF terminals and targeted media buys. The agreed upon maximum amount payable by WSF is \$10,000 for the scope of work specified in the Agreement.

The Agreement originals have been signed for WSF. Please obtain signature for KT on all three (3) originals, keep one original for KT's file and return two (2) signed originals (one for WSF; one for WSDOT Olympia) to my attention at the above address.

Thank you for your assistance in finalizing the Agreement. If you have any questions, please contact me (office: 206.515.3601; cell: 206.915.4718; m McGuigan@wsdot.wa.gov).

Sincerely,



Tim McGuigan
Director of Contracts & Legal Services

Enclosures

cc: Rick Singer
Broch Bender
Lew Bequette
Echo Chu

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KITSAP TRANSIT\AWV CLOSURE\
CORR WITH KT\009



AGREEMENT NO. GCB 3119
RE: PUBLIC TRANSPORTATION OPTIONS
DURING ALASKAN WAY VIADUCT CLOSURE

This Agreement is made and entered into this 4th day of January, 2019, by and between the **WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FERRIES DIVISION**, operating as Washington State Ferries (hereinafter called "WSF") and **KITSAP TRANSIT**, a public transportation benefit area (hereinafter called "KT"), which parties hereinafter may be called individually a "Party" or jointly the "Parties" in this Agreement.

RECITALS

1. The Washington State Department of Transportation (WSDOT) will permanently close the SR 99 Alaskan Way Viaduct (AWV) in Seattle, Washington starting January 11, 2019. For the first three weeks of the AWV closure, WSDOT crews will realign the SR 99 entrance and exit for the new SR 99 tunnel which will replace the AWV. After the initial three weeks closure, the tunnel will open for northbound and southbound traffic and WSDOT will commence demolition of the AWV, estimated to be a four-to-six month project.
2. The initial three weeks of the AWV closure is expected to cause significant traffic congestion in Seattle since the SR 99 tunnel will not be open during that time period. Accordingly, WSF and KT desire to enter into this Agreement to cover costs associated with notifying commuters and other travelers about public transportation options for travel between Kitsap County and the Seattle metro area during the initial period of AWV closure.
3. This Agreement is authorized by Chapter 39.34 RCW, the Interlocal Cooperation Act.

AGREEMENT

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the Parties agree as follows:

1. SCOPE OF WORK

- A. The Parties' goal is to educate Kitsap County ferry riders about the SR 99 AWV closure schedule and motivate them to plan ahead for traffic / travel impacts caused by the closure. The Parties will work together to support and encourage people to use public transportation to and from ferry terminals before and during the initial three weeks of the AWV closure. The Parties' ability to timely notify the public about public transportation options during such period of time is critical to the success of alternative travel modes during Seattle's period of maximum traffic congestion prior to opening of the SR 99 tunnel.

- B. Attached hereto and incorporated herein as Exhibit A is a WSF / KT Plan with details of the Parties' respective responsibilities for implementation of the public education campaign regarding the SR 99 AWV closure. The following items are shown in Exhibit A as WSF responsibilities: (i) all-weather banners for outside of ferry terminals; (ii) half-page flyers for distribution at ferry terminals; and (iii) targeted digital media buy. In lieu of WSF performing such work directly, the Parties agree that KT will perform such work subject to reimbursement from WSF as provided in Section 4, "Payment", herein.

2. TERM OF AGREEMENT

- A. This Agreement shall retroactively commence on January 1, 2019 and shall expire on June 30, 2019 unless terminated earlier by either Party pursuant to Section 7, "Termination", herein. The Parties may mutually agree to extend this Agreement for an additional period(s) of time to be agreed upon by a written supplemental agreement.

3. HOLDING OVER

- A. If the Parties desire to maintain the services described herein following expiration of this Agreement, and the Parties continue in performance of the services described herein, the resulting agreement shall be on a month-to-month basis unless the Parties agree otherwise in writing. Such month-to-month agreement shall be governed by the Agreement terms and conditions in effect immediately prior to such expiration, unless the Parties agree otherwise in writing.

4. PAYMENT

- A. Subject to the provisions in Article 5 herein, WSF agrees to reimburse KT for the actual costs incurred by KT to perform the scope of work identified in Exhibit A as WSF responsibilities; Provided, such reimbursement shall not exceed **Ten Thousand Dollars (\$10,000.00)** total for all such work combined unless modified by a written supplemental agreement signed by both Parties.
- B. Upon completion of services and submittal of all deliverables to WSF, KT shall invoice WSF for all authorized costs incurred by KT during the performance of this Agreement.
- C. It is agreed that any payment by WSF will not constitute agreement as to the appropriateness of any item and that, at the time of final audit, all required adjustments will be made and reflected in a final payment. WSF agrees to make payment within thirty (30) days from receipt of an invoice from KT.
- D. During the progress of the Agreement services and for a period not less than three (3) years from the receipt of payment, KT shall keep all project records and accounts available for inspection and audit by WSF. Copies of all records, accounts, documents or other data pertaining to the project will be furnished upon request. 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 three-year retention period.

5. EXTRA WORK

- A. In the event that unforeseen conditions require an increase of twenty-five percent (25%) or more in WSF's cost obligation from that agreed to herein, this Agreement may be modified by a supplemental agreement covering such increase with the approval of both Parties.

- B. In the event of a required change in the description of WSF responsibilities in Exhibit A to this Agreement, approval must be secured from WSF prior to implementing such modified responsibilities. Where the change is substantial, written approval must be secured.

- C. Reimbursement for increased services and / or a substantial change in the description of services shall be limited to costs covered by a written supplemental agreement signed by both Parties.

6. CONTACT INFORMATION

- A. The Parties' respective contacts in the performance of this Agreement are as follows:

WSF (Agreement administration) :

Tim McGuigan
Director of Contracts & Legal Services
Washington State Ferries
2901 Third Ave. Suite 500
Seattle, WA 98121-3014

Office: 206. 515. 3601
E-mail: mcguigan@wsdot.wa.gov

WSF (Agreement performance, deliverables and payment) :

Broch Bender
Major Construction Communications Manager
Washington State Ferries
2901 Third Ave. Suite 500
Seattle, WA 98121-3014

Office: 206. 515. 3913
E-mail: BenderB@wsdot.wa.gov

KT (Agreement administration) :

Paul Shinnors
Finance Director
Kitsap Transit
60 Washington Avenue, Suite 200
Bremerton, WA 98337

Office: 360. 824. 4908
Email: pauls@kitsaptransit.com

KT (Agreement performance and deliverables) :

Sanjay Bhatt
Public Information Officer
Kitsap Transit
60 Washington Avenue, Suite 200
Bremerton, WA 98337

Office: 360. 824. 4926
Email: sanjayb@kitsaptransit.com

7. TERMINATION

- A. This Agreement may be terminated for convenience by either Party by giving at least ninety (90) calendar days' prior written notice of termination to the other Party, stating the effective date of termination. In such event, KT shall submit an invoice to WSF for all reimbursable costs incurred prior to termination and payable under this Agreement. WSF shall not be liable to KT for close-out costs or other costs resulting solely from the termination or incurred after termination.

8. NON-DISCRIMINATION

- A. In the performance of this Agreement, both Parties shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and Chapter 49.60 RCW, as now or hereafter amended. Both Parties shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, sexual orientation, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in:
1. Any terms or conditions of employment, to include taking affirmative action necessary to accomplish the objectives of this Article; and
 2. Offering individuals or firms the opportunity to participate in described work or services through a contract, subcontract or consultant selection process (if any) in the performance of this Agreement.
- B. In the event of a Party's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled or terminated in whole or in part.

9. INDEMNIFICATION

- A. Each Party shall defend, indemnify and hold harmless the other Party and all of its officials and employees from and against any and all claims, demands, suits, actions, fines, penalties, damages, liability, and expense of any kind including, without limitation, reasonable attorney's fees, including injuries to persons or damages to property (collectively "Claims"), which arise out of or are related to any negligent acts or omissions or any breach of this Agreement by the indemnifying Party or its employees, contractors or agents. However, if such Claims are caused by or arise from the concurrent negligence or breach of this Agreement by KT or its employees, contractors or agents and WSF or its employees, contractors or agents, including instances where this Agreement is subject to the provisions of Section 4.24.115 RCW, then each

Party's obligation to indemnify under this Agreement shall be effective only to the extent of the negligence or breach of such Party or its employee, contractor or agent. Neither Party shall be required under this Article to indemnify the other Party for the other Party's sole negligence.

- B. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

10. DISPUTE RESOLUTION

- A. The Parties will work collaboratively in accordance with the following steps to resolve disagreements arising from activities performed under this Agreement.
- B. The Parties shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. Each Party shall notify the other in writing of any problem or dispute identified for formal resolution. This written notice shall include: (i) a description of the issue to be resolved; (ii) a description of the difference between the Parties on the issue; and (iii) a summary of steps taken to resolve the issue.
- C. If the Parties are unable to resolve a dispute, the Parties agree to engage in mediation in order to resolve the dispute. Mediation may be requested by either Party, and shall be attempted prior to the institution of any lawsuit arising under this Agreement. Each Party shall designate, in writing, not more than three candidates it proposes to act as a non-binding mediator within ten (10) days following notification of a dispute. If the Parties cannot agree on one of the mediators from the combined list within five (5) days, then the Parties shall promptly meet and select a mediator by blind draw. Upon selection of the mediator, the Parties shall, within thirty (30) days or as soon thereafter as possible, meet and engage in a mediation of the dispute with the assistance of the mediator. The cost for the mediation services shall be borne

equally between the Parties, each Party paying one-half of the cost. The mediator shall determine reasonable procedures. Testimony and briefing, if any, provided to the mediator shall be inadmissible in any subsequent court proceedings. If mediation fails to resolve the dispute, the Parties may thereafter seek redress in court.

11. SEVERABILITY

- A. If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would continue to conform to the terms and requirements of applicable law and the intent of this Agreement.

12. GOVERNING LAW

- A. This Agreement shall be deemed to be made in the County of Thurston, State of Washington, and the legal rights and obligations of WSF and KT shall be determined in accordance with the laws of the State of Washington. All legal actions in connection with this Agreement shall be brought in the County of Thurston, State of Washington.

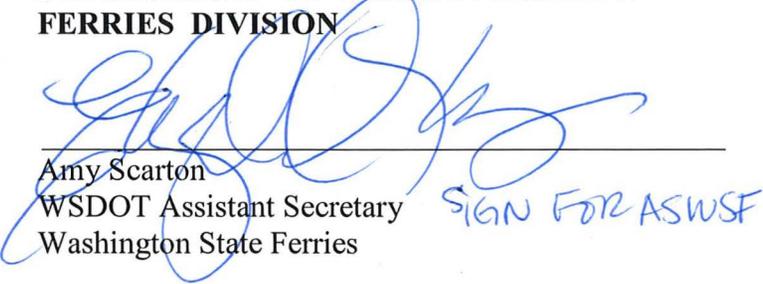
13. ENTIRE AGREEMENT – AMENDMENTS

- A. This Agreement constitutes the entire agreement between the Parties relative to the subject matter herein. There are no terms, obligations, covenants or conditions other than those contained or referenced herein. No modification or amendment of this Agreement shall be valid and effective unless evidenced by an agreement in writing.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the day and year first written above.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
FERRIES DIVISION**

By:

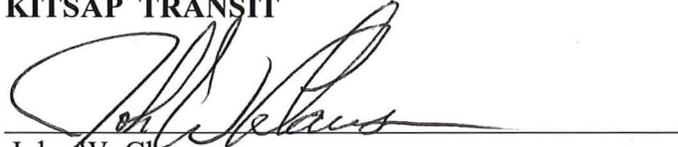


Amy Scarton
WSDOT Assistant Secretary
Washington State Ferries

SIGN FOR ASWSF

KITSAP TRANSIT

By:



John W. Clauson
Executive Director

Approved for WSDOT Ferries Division:

By:



Tim McGuigan
Director of Contracts & Legal Services

Date:

1/4/2019

EXHIBIT A

INTERAGENCY AGREEMENT NO. GCB 3119

SCOPE OF WORK

**Washington State Ferries and Kitsap Transit
Plan for Public Transportation Options During Alaskan Way Viaduct Closure**

(copy attached)



Kitsap County to downtown Seattle: Mode shift plan for Viaduct closure and demolition

This plan outlines how WSF and Kitsap Transit will work together to support and encourage people to use public transportation to and from ferry terminals before and during the three-week SR 99 Alaskan Way Viaduct closure, #Realign99. The results of this plan could be fundamental to commuters adopting new behavior during mode shift challenges during Seattle’s period of maximum constraint AKA #SeattleSqueeze

Goals

- Educate Kitsap County ferry riders about #Realign99 and motivate them to plan ahead for traffic/travel impacts caused by the SR 99 Viaduct closure.
- Persuade people who currently drive onto the ferry to take Kitsap Transit to the west-side ferry terminals and walk on the ferries (WSF and KT), then use transportation alternatives on the Seattle side.
- Encourage drivers to use park and rides, join a vanpool and/or commute during off-peak times to avoid being stuck in significant traffic congestion in Seattle.

Strategies

- Approach all communications in the spirit of offering options to plan ahead and know your plan.
- Address pain points and benefits of mode shift and provide suggestions and options to ease pain.
- Adapt existing #Realign99 messages and coordinate closely with transportation partners to share resources
- Promote existing incentives to get people to and from Kitsap County ferry terminals (Southworth, Bremerton, Bainbridge Island, Kingston); as well as to use transportation alternatives on the Seattle side.

Tactics

- Use existing WSF and Kitsap Transit external communications tools and earned media to reach affected customers.
- Use visuals/video to illustrate mode shift choices and how they save time/money and less stress.
- Use pop-up, in-person outreach to engage commuters and inform them of options.
- Launch and sustain a paid digital advertising campaign ten days ahead of the closure and during the first ten days of the closure.

Incentives to encourage mode shift during #Realign99

WSF	Kitsap Transit
Preferred access for registered vanpools: Priority lane at Bainbridge Island and Bremerton; guaranteed access to sailings in both directions, Priority access to Colman Dock toll plaza with priority loading on most sailings.	Free transfer on Fast Ferries to Seattle for ORCA E-Purse: ORCA E-purse users ride free when they pay their \$2 KT bus fare.
Benefits for bicycles and motorcycles: Priority access to toll plaza (Seattle), priority loading at all terminals, bicycle surcharge is waived for ORCA card holders, two separate bicycle-only entrances at toll plaza (Seattle)	Free use of Park & Ride lots for those riding KT buses: Allows people on the west side of the water a cost-effective option to combine use of their car and Kitsap Transit.
Coordinated bus schedule with Kitsap Transit: Buses are timed to match ferry schedule on the west side of the water.	Vanpool subsidy: First month free for new vanpool groups or riders that join existing groups. KT also pays for 1 empty seat in new vanpools for up to six months and covers driver abstract fee for new vanpool drivers on the Bremerton/Bainbridge to Seattle ferry runs.

Prepared by Broch Bender with input from Sanjay Bhatt; benderb@wsdot.wa.gov or (206) 515-3913.

Ferry terminals and general call to action

Terminal	Call to action
Southworth	<ul style="list-style-type: none"> Take KT to WSF terminal, walk-on WSF ferry to Vashon or Fauntleroy From Vashon: Take KCWT From Fauntleroy: Take Metro Transit
Bremerton, Bainbridge Island	<ul style="list-style-type: none"> Use KT park & ride and KT bus to get to WSF/KTFF terminal. Walk-on WSF ferry (or KTFF in Bremerton) to Colman Dock/Seattle. Use a variety of travel alternatives on Seattle side
Kingston	<ul style="list-style-type: none"> Take KT to WSF/KTFF terminal Walk-on KTFF to Colman Dock/downtown Seattle Use a variety of travel alternatives on Seattle side

General messages

- #Realign99 starts on Jan. 11 in downtown Seattle and will affect the entire region. Do you have a plan?
- Make a plan in advance, take Kitsap Transit to the ferry terminal and walk on the ferry to Seattle.
- Know which transportation options work best for you on both sides of the water Check (WEBSITE URL for WSF/KT #realign99 travel) for travel alternatives.
- Consider rideshare, bicycle share, walking or transit to get from the Seattle-side ferry terminal to your destination.

Paid advertising and materials breakdown

Item	Approximate cost	Purchaser
All-weather banners for outside of ferry terminals	\$750	WSF
Half-page flyers for distribution at ferry terminals	\$900	WSF
Targeted digital media buy	\$8,000	WSF
TOTAL APPROXIMATE INVESTMENT	\$9,650	WSF
Flyers for distribution on Kitsap Transit buses	\$200	KT
Graphic design of materials, advertisement buy (create/manage), URL landing page (create/manage)	\$12,000	KT
Video highlighting bus-to-boat connections on Kitsap side, and how to get information for connections on the Seattle side.	\$1,000	KT
TOTAL APPROXIMATE INVESTMENT	\$13,200	KT
GRAND TOTAL	\$22,850	WSF AND KT

Timeline

Date	Milestone
Dec. 14	Finalize plan and budget
Dec. 21	Finalize materials and digital content deliverables
Jan. 2	Website (URL landing page) launch
Jan. 1-17	King County Metro Transit/KCWT advertising campaign
Jan. 2-11	Geo-targeted Facebook advertisements – stage 1
Jan. 7-9	Outreach at ferry terminals (Bainbridge Island, Bremerton, Kingston) Staffed by KT and WSF Communications and Customer Service
Jan. 10	Lunchtime live informational webinar 12:30 – 1:30 p.m. (recorded and made available on website)
Jan. 11	SR 99 Viaduct closure begins at 10 p.m.
Jan. 12-21	Geo-targeted Facebook advertisements – stage 2
Feb. 1-8	Northbound SR 99 King Street off-ramp closes for final tunnel connection
Feb. 3	SR 99 Tunnel opens to general traffic