



CONTRACT FACE SHEET

- Document Type:**
- Contract
 - MOU
 - Interlocal Agreement
 - Notice of Acceptance
 - Retainage
 - Franchise Agreement
 - Right of Way Use Agreement
 - Lien
 - Correspondence
 - Collective Bargaining Agreement
- Status:**
- New
 - Amendment
 - Change Order
 - Renewal
 - Cancellation

***Vendor Name:** KC Metro Transit

***JDE PO Number:** 850561000

***Effective Date:** 12/31/2008

***Termination Date:** 06/01/2016

Amendment Effective Date: /

***Clerk's Receiving Number:** 43706

Related Receiving Number: /

Bid/RFP/RFQ/ITQ Number: /

Ordinance Number: /

Resolution Number: 7843 12-08-2008

CIP Number: /

Project Name: Transit Service Direct Financial Partnership Agreement

Site Name: /

Vendor Number: 38105

File Location: 09-055

*Denotes mandatory fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

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Face Sheet Date: 01-15-2009 C. J. DE C.
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Index Date: 1-15-2009 ECM

CR# 43706 DATE 01.15.09 LOC 09.055

Res 7843

**TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
THE CITY OF BELLEVUE**

THIS TRANSIT SERVICE DIRECT FINANCIAL PARTNERSHIP AGREEMENT (the "Agreement") is made by and between King County, a political subdivision of the State of Washington and home rule charter county with broad powers to provide public transportation within the County's geographic boundaries, by and through the King County Department of Transportation, Metro Transit Division (the "County" or "Metro Transit") and the City of Bellevue (a Washington municipal corporation) ("Service Partner," whether one entity or multiple entities), both of which entities may be referred to hereinafter individually as "Party" or collectively as the "Parties."

WHEREAS, in September 2006 the King County Council adopted Ordinance 15582, the *Transit Now* ordinance, directing the submission of a proposition to King County voters to fix and impose an additional sales and use tax of one-tenth of one percent to fund expansion of the King County Metro public transportation system and a variety of transit service improvements; and

WHEREAS, the *Transit Now* ordinance identified a number of transit service measures to be implemented using the one-tenth of one percent sales and use tax collected through *Transit Now* that focus on capital, operating, and maintenance improvements that are expected to expand and improve bus service on local streets and arterials within King County; and

WHEREAS, mutually beneficial contractual arrangements with other public and private entities ("service partnerships") that leverage public and private funds to provide both new and better bus service to cities and major employers is one of four key strategies (the "Service Partnership Program") identified in the *Transit Now* proposition approved by King County voters in the general election on November 7, 2006; and

WHEREAS, the Service Partnership Program is also designed and intended to support the service development objectives and financial strategies of the *Six-Year Transit Development Plan for 2002-2007*, and its successor, the *Ten-Year Strategic Plan for Public Transportation 2007-2016*;

WHEREAS, the *Ten-Year Strategic Plan for Public Transportation 2007 – 2016* adopted by the King County Council November 13, 2007 Strategy IM-3 exempts service partnerships, schedule maintenance, contracted services or partnership agreements from subarea allocation and reduction requirements; and

WHEREAS, Service Partner has submitted an application for a direct financial partnership for transit service and has met the criteria established by the County for awarding such partnerships; and

WHEREAS, the proposal submitted by Service Partner has been deemed to show a potential gain in ridership; and

WHEREAS, the proposal submitted by Service Partner has been approved by the King County Council,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to enter into a mutually beneficial contractual relationship for enhanced transit services consistent with the goals and directives of the *Transit Now* ordinance and initiative as authorized by King County Council Ordinance 15582 (approved in September 2006) and passed by the voters of King County as *Transit Now* in the general election on November 7, 2006 to leverage sustainable local resources for transit service and to increase transit ridership.

This Agreement establishes the responsibilities of the Parties in relation to the transit service partnership, including methods for financing, implementing, monitoring, improving and terminating the partnership.

2. COUNTY'S RESPONSIBILITIES

2.1 The County will provide transit service enhancements in accordance with the service specifications set forth in Attachment A, which is incorporated herein and made a part of this Agreement by this reference, pursuant to which the County and Service Partner will share the fully allocated cost of the increased service hours at a rate of not more than two-thirds from County funds to not less than one-third from Partner funds (actual contribution specified in Attachment A). Fully allocated costs include the cost of fuel, maintenance, driver wages, service supervision, infrastructure maintenance, revenue collection, scheduling, rider information, data analysis, and administrative and management costs. The County's cost allocation model will be used to determine the Service Partner's contribution. The County will manage the service in accordance with its regular procedures and as may be further specified in this Agreement. The Parties understand and agree that, notwithstanding Service Partner's financial contribution, the transit service referenced herein will be open to the general public.

2.2 The County will include the new transit service enhancements provided for under this Agreement in its annual route performance monitoring. Enhanced transit service provided for via service partnerships will be expected to perform at or above the subarea average for its particular type of service in at least three of the four standard indicators monitored in Metro's annual *Route Performance Report*:

- a) Rides per revenue hour;
- b) The ratio of fare revenue to operating expense;
- c) Passenger miles per revenue hour; and
- d) Passenger miles divided by platform miles.

2.3 More specific benchmarks applicable to the enhanced transit service provided for herein are set forth in Attachment A. Three (3) years after implementation of the enhanced transit service provided for herein and annually thereafter, the County will make a determination as to the productivity and viability of the service. The County will notify Service Partner of its assessment of the service's productivity, performance, and ongoing viability. If the County deems that changes can be made to improve the service, the County and Service Partner will discuss possible modifications and may agree on any decisions to modify the service enhancements provided for herein, provided, however, that any such modifications shall be consistent with the requirements set forth in KCC 28.94.020(B)(2). After consultation with Service Partner, if the County determines that the enhanced service provided for herein is not viable based upon performance, and proposed changes are insufficient to boost productivity beyond a minimum threshold as may be established and the Parties cannot agree on a substitute investment on a different route or a different corridor, the County will notify Service Partner of its intention to terminate the Agreement.

3. SERVICE PARTNER'S RESPONSIBILITIES

3.1 **Monetary Contributions.** Service Partner will contribute, via payment of billings from the County twice per year, as specified in Section 5.1 of this Agreement, at least one-third of the fully allocated cost of the enhanced service described in Attachment A, in an amount not less than US\$100,000 per year for at least

five (5) years to add to existing transit service or a minimum of US\$200,000 per year for at least five (5) years to implement new transit service. The foregoing dollar amounts represent the minimum monetary contributions that Service Partner will be responsible for pursuant to this Agreement. The amount of Service Partner's actual yearly monetary contributions, over and above the minimum yearly contributions specified in this Subsection 3.1, are to be determined by application of the cost allocation calculation specified in Attachment A, which is attached hereto and incorporated herein by this reference. If application of that cost allocation formula yields a higher dollar amount, Service Partner shall pay the larger amount.

Service Partner further agrees to reimburse the County, via payment of billings from the County twice per year, as specified in Section 5.1 of this Agreement, for fares that would normally be collected on this type of service, as calculated in Attachment A.

- 3.2 **Transit Service Enhancements.** In addition to the financial contributions referenced in Subsection 3.1, Service Partner will undertake a number of additional actions that are expected to increase ridership on the enhanced bus services provided for herein, including, but not limited to implementation of transportation demand management programs, parking management, service promotions, and communication infrastructure and transit signal priority improvements. The transit service enhancements to be undertaken by Service Partner pursuant to this Agreement are set forth more fully in Attachment A, which is attached hereto and incorporated herein by this reference. The Parties acknowledge and agree that the goal of this Agreement is to increase ridership. Toward that end, the Parties agree to work together in good faith to refine the details of the required transit service enhancements in order to assure effective and timely implementation.

4. **TERM OF AGREEMENT AND APPROVAL BY KING COUNTY COUNCIL**

- 4.1 This Agreement shall commence upon signing by the Parties and, for each service specified in Attachment A, expire five (5) years after the start of that service, unless extended or earlier terminated pursuant to the terms of this Agreement. If after five (5) years the enhanced transit service is deemed viable by the County pursuant to the performance indicators set forth in Section 2.2 of this Agreement and the additional performance benchmarks specified in Attachment A, and Service Partner desires to have Metro Transit continue to provide the enhanced transit service beyond the initial five year period, this Agreement may be extended by the Transit General Manager for an additional five years without additional approval by the King County Council.
- 4.2 This Agreement is subject to review and approval by the King County Council and, if necessary, the governing bodies of any other governmental entities that are a Party to this Agreement.

5. **INVOICES/PAYMENT PROCEDURES**

- 5.1 The County will invoice Service Partner twice each year for its contribution, as specified in Section 3.1 of this Agreement, to the transit service provided for herein. Service Partner will receive two (2) billings each calendar year for the actual costs incurred by the County to operate or manage the service and for cash revenue normally collected on this type of service.
- 5.2 An estimate of the total service costs based on scheduled service hours is shown in Attachment A. The service cost estimate will be adjusted in January each year, based on the per mile and per hour rates for that year. This adjustment will be provided to the Service Partner. The Service Partner's total service cost contribution for the five year agreement will not exceed \$3,022,000 with annual contribution caps specified in Attachment A; and provided further, that, should such annual cost cap be reached, the County's contribution shall not be required to exceed two-thirds of Service Partner's cost contribution cap.
- 5.3 An estimate of the total cash fare revenue based on scheduled service hours and projected ridership is shown in Attachment A. The cash fare revenue estimate will be adjusted twice per year based on actual

ridership and the fare structure in place during the prior adjustment period. These adjustments will be provided to the Service Partner.

- 5.4 Service Partner shall make payment within forty-five (45) days after receipt of an invoice. Should Partner fail to pay the County the amount due within forty-five (45) days of receipt of a billing invoice from the County, a late payment assessment shall be applied to any outstanding balance due for that invoice. The late payment assessment shall be fixed at the maximum rate allowable under Washington state law.

6. INDEMNIFICATION AND LEGAL RELATIONS

- 6.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.
- 6.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.
- 6.3 Each Party shall protect, defend, indemnify and save harmless the other Party, its elected officials, officers, officials, employees and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, 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. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 6.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- 6.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, located in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- 6.6 The provisions of this section shall survive any termination of this Agreement.

7. CHANGES AND MODIFICATIONS

This Agreement may be amended or modified only by prior written agreement signed by the Parties hereto. Such amendments and modifications may be executed by the General Manager of the County's Transit Division without additional Council approval, so long as any such amendments are consistent with the intent and purpose of this Agreement.

8. TERMINATION OF AGREEMENT

- 8.1 Either Party may terminate this Agreement, in whole or in part, in writing if the other Party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the other; provided, however, that, insofar as practicable, the Party terminating the Agreement will give not less than 135

calendar days prior to the County's February, June or September service change, by written notice delivered by certified mail, return receipt requested, of intent to terminate.

8.2 In addition to termination under Paragraph 8.1 of this Section, the County may terminate this Agreement pursuant to the provisions of Section 2.3 of this Agreement, in whole or in part, provided, that Service Partner will be given not less than 135 calendar days prior to the County's next service change, by written notice delivered by certified mail, return receipt requested, of intent to terminate.

8.3 If either Party terminates, Partner will pay the County a pro-rated amount for services performed in accordance with the Agreement to the date of termination.

9. FORCE MAJEURE

Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions; commandeering material, products, or facilities by the federal, state or local government; and/or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event, however, shall this provision eliminate the obligation to make payment to the County for work performed in accordance with this Agreement.

10. 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 Parties and attached to the original Agreement.

11. ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that neither Party shall assign or transfer in any manner any interest, obligation or benefit of this Agreement without the other's prior written consent.

12. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties hereto and their respective successors and assigns any rights or remedies under or by virtue of this Agreement.

13. 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 either Party.

14. ALL TERMS AND CONDITIONS

This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties related to the subject matter hereof and constitutes the entire agreement between the Parties. This Agreement may be amended only by written agreement of the Parties.

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

15. **CONTACT PERSONS**

The County and Service Partner shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement.

Service Partner	
Contact Name	Maria Koengeter
Organization	City of Bellevue Transportation Dpt.
Title	Senior Planner
Address	450 110 th Ave. NE
	Bellevue, WA 98004
Telephone	425-452-4345
Fax	425-452-7695
E-Mail	mkoengeter@bellevuewa.gov

King County	
Contact Name	Matt Hansen
Title	Supervisor, Market Development, Metro Transit Division
Address	YES-TR-0600
	400 Yesler Way
	Seattle, WA 98104
Telephone	206-263-3598
Fax	206-684-2058
E-Mail	matt.hansen@kingcounty.gov

16. Each Party warrants and represents that its execution of this Agreement has been authorized by its governing body, via King County Ordinance No. 16041 dated March 24, 2008, and via City of Bellevue Resolution No. 7843 dated 12/8/08
17. **Effective Date.** This Agreement shall take effect when it is signed by all the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the 22nd day of December, 2008.

KING COUNTY

By: *Tim Leonard*
 Title: *SM*
 Date: *12/22/08*

SERVICE PARTNER

By: *Bob King*
 Title: *Deputy City Mgr*
 Date: *12-16-08*

Approved as to form:
 BY: *Thomas A. Roselle*
 Assistant City Attorney

ATTACHMENT A
Direct Financial Service Partnership Scope of Work
City of Bellevue

A. Monetary Contributions

1. Monetary Contributions to be Made by Service Partner

Service Partner agrees to contribute one-third of the fully allocated annual cost per year for five (5) years for service on a new Downtown Bellevue Circulator as defined in the Service Description of this Attachment A. The actual annual cost the Service Partner agrees to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement. The proportion of the fully allocated annual cost that Service Partner agrees to pay is specified in Section D of this Attachment A.

In addition, Service Partner agrees to reimburse the County for fares that would normally be collected on this type of service, as specified in Section E of this Attachment A.

2. Monetary Contributions to be Made by County

The County agrees to operate the service as defined in Service Description, in Section C of this Attachment A and Section 2.1 of this Agreement.

B. Transit Service Enhancements

1. Service Partner agrees to implement additional actions that are likely to increase ridership on the new services, including all those listed below or similar activities, if authorized in advance by the King County Metro Transit General Manager. Such additional actions shall be implemented no later than two (2) years from the effective date of this Agreement. At least six months prior to the start of the new services, Service Partner will contact King County Metro's Market Development group to refine the details of these actions to help assure effective and timely implementation. Service Partner remains responsible for the cost and implementation of the following actions or similar activities as agreed with Market Development staff:

- Invest in branding of the circulator to create a unique identity, including the application of a special branding treatment on no more than four Metro transit vehicles to be used to operate the service. Service Partner will pay to install a branded wrap (an adhesive covering to be placed around the sides of the service vehicle displaying the circulator brand) consistent with warranty standards of the manufacturer. If the Service Partner and County mutually determine the wrap needs to be replaced during the period of this service agreement, the Service Partner will pay one-third of the cost of a replacement wrap. The Service Partner will not pay any advertising fees to brand the vehicle. Branding treatments must be approved by the King County Metro General Manager or the General Manager's designee. The service may be operated with non-branded vehicles when one or more branded vehicles are not available.

- Design branded circulator rider information signage for stops in accordance with Metro’s signage specifications. Signage must be approved by the King County Metro General Manager or the General Manager’s designee.
- Design, produce, and install coordinated wayfinding signage as part downtown Bellevue wayfinding project.
- Market the new service thorough the City’s TDM Web page and the City’s relevant print publications.
- Coordinate the Downtown Bellevue Transportation Management Association and CTR-affected employers to promote the new service to downtown employees and residents through existing outreach channels.
- Continue to implement and monitor Transportation Management Plans in order to advance transit-supportive parking management practices, consistent with the Bellevue City Code Transportation Management Plan requirements.
- Continue to provide promotion of non-drive-alone travel for employees and residents through the existing Commute Trip Reduction program and the Downtown Bellevue Growth and Transportation Efficiency Center.

2. The County agrees to undertake the following supporting actions:

Additional Promotion of Service

- Designate new service funded by partnership in the bus timetables for the new route.
- Work with Service Partner to promote transit use on the enhanced service routes.
- Continue to provide Market Development support to the city’s transportation demand management program.
- Make a good faith effort to maintain wrapped vehicles to manufacturer’s warranty standards. A good faith effort includes using a soap approved by the manufacturer and taking steps to minimize abrasive cleaning techniques. If, however, the Service Partner and County mutually determine the wrap needs to be replaced during the period of this service agreement, the County will pay two-thirds of the cost of a replacement wrap. If a wrapped vehicle is involved in an accident resulting in damage to the wrap, the County will pay the full cost to fix or replace the damaged wrap.
- Provide the following capital equipment as part of the fully allocated costs:
 - rider information at stops, including fabrication, installation, and maintenance of supplemental circulator signage;
 - flags and signage at any new stops; and
 - automatic passenger count equipment for as many vehicles as necessary to accurately collect ridership data, or provide resources for an alternative ridership data collection process.

C. Service Description

County and Service Partner agree to share in the cost and responsibilities of implementing a new Downtown Bellevue Circulator service. The circulator will operate as a two-way loop serving existing and up to seven new stop pairs along Main Street, Bellevue Way NE, NE 10th Street and 110th Avenue NE. The service will operate with four transit vehicles and 10-minute headways. The route will operate Monday through Friday from approximately 6 a.m. to 6 p.m., and Saturday from approximately 9 a.m. to 7 p.m., with additional Sunday

operation from approximately 9 a.m. to 6 p.m. for seven weeks during the holiday season. Fares will not be collected on this service. The service implemented will be generally consistent in scope and service levels and may vary from this description should County and Service Partner mutually agree to implement alternative service of similar scope following any required public outreach and any necessary King County Council authorization.

Service described above shall commence with a standard Metro service change during 2010.

D. Service Cost Estimate

The estimated cost is a planning-level estimate based on the hours and miles identified on the spreadsheet attached hereto as Exhibit 1 entitled "Preliminary Cost Estimate," which is incorporated into and made a part of this Agreement by this reference. The actual hours and miles needed to operate the service are determined by the County during the scheduling of the service prior to implementation. The actual fully allocated cost may be higher or lower than the estimate provided in Exhibit 1.

Total estimated annual hours: 15,308

Total estimated annual miles: 106,593

Estimated 2008 fully allocated annual cost (County's + Service Partner's cost):

\$1,487,154

City of Bellevue annual share of fully allocated annual cost:

Thirty-three and one-third percent (\$495,718 based on 2008 fully allocated annual cost)

The actual annual cost Service Partner agrees to pay on an annual basis shall be determined in accordance with Section 5.2 of this Agreement. Service Partner's total service cost contribution for the five year agreement will not exceed \$3,022,000 with annual contribution caps, allowing for 5% annual cost increases, of:

2010-2011: \$547,000

2011-2012: \$574,000

2012-2013: \$603,000

2013-2014: \$633,000

2014-1015: \$665,000

E. Cash Fare Revenue Estimate

The estimated cash fare revenue is a planning-level estimate based on the revenue hours and projected ridership identified on the spreadsheet attached hereto as Exhibit 2 entitled "Estimated Cash Fare Revenue," which is incorporated into and made a part of this Agreement by this reference. The actual revenue hours needed to operate the service are determined by the County during the scheduling of the service prior to implementation. The actual revenue hours may be higher or lower than the estimate provided in Exhibit 2.

Actual ridership will be estimated based on sample data collected using automatic passenger counter equipment. Actual ridership may be higher or lower than the estimate provided in Exhibit 2.

Total estimated annual cash fare revenue: **\$122,389**

F. Benchmarks for Evaluating Route Performance

Metro has a consistent, formal route-performance evaluation process to identify individual routes that may require modification, expansion or termination. Routes are grouped by subarea and time period for similarity in operating conditions. Each partnership route will be compared by time period to other routes in its subarea to ascertain performance level. Data for a particular year is typically available by the middle of the following year. The comparison will be made at the time the data is available.

The benchmarks for the service additions applicable to this Agreement are as follows:

East Subarea – Peak

Rides/revenue hour: Average – 26.1
Fare revenue/operating expense: Average – 14%
Passenger miles/platform miles: Average – 7.00
Passenger miles/revenue hour: Average – 225

East Subarea – Off-peak

Rides/revenue hour: Average – 20.7
Fare revenue/operating expense: Average – 14%
Passenger miles/platform miles: Average – 5.80
Passenger miles/revenue hour: Average – 104

The County will also monitor the service for on-time performance. The County shall provide performance monitoring data to the Service Partner.

EXHIBIT 1

Preliminary Cost Estimate

Route	Day	Time	Description	# of trips	Est'd hours	2008 Rate/hour Transit Van: \$83.71	Est'd miles	2008 Rate/mile Transit Van: \$1.93	Total Cost
Circ.	Weekday	6:00 a.m. to 6:00 p.m.	New Circulator Route	146					
Circ.	Saturday	9:00 a.m. to 7:00 p.m.	New Circulator Route	122	15,308	\$1,281,430	106,593	\$205,724	\$1,487,154
Circ.	Sunday*	9:00 a.m. to 6:00 p.m.	New Circulator Route	110					
									King County Metro Transit contribution \$991,436
									City of Bellevue contribution \$495,718

* Seven weeks during holiday season only

EXHIBIT 2

Estimated Cash Fare Revenue

Assumptions

Riders Per Revenue Hour¹ = 16.5
 Cash Riders Per Revenue Hour = 16.5 riders/hour x 0.40 = 6.6

Average Fare Per Trip – Peak

Category	% of Ridership		Cash Fare	=	Weighting/Trip
Youth	15%	X	\$0.75	=	\$0.11
Adult	75%	X	\$2.25	=	\$1.69
Senior	10%	X	\$0.50	=	\$0.05
Weighted Average					\$1.85

Average Fare Per Trip – Off-Peak

Category	% of Ridership		Cash Fare	=	Weighting/Trip
Youth	15%	X	\$0.75	=	\$0.11
Adult	75%	X	\$2.00	=	\$1.50
Senior	10%	X	\$0.50	=	\$0.05
Weighted Average					\$1.66

Estimated Annual Fares

	Revenue Hours Per Day		Cash Riders/Hour	=	Cash Riders/Day
Weekday Peak	17.8	X	6.6	=	118
Weekday Off-Peak	17.4	X	6.6	=	115
Saturday	29.0	X	6.6	=	192
Sunday	26.5	X	6.6	=	175

	Cash Riders/Day		Weighted Average Fare	=	Cash Fares/Day
Weekday Peak	164	X	\$1.85	=	\$218
Weekday Off-Peak	160	X	\$1.66	=	\$191
Saturday	267	X	\$1.66	=	\$318
Sunday	244	X	\$1.66	=	\$291

	Cash Fares/Day		Days/Year	=	Cash Fares/Year
Weekday Peak	\$242	X	254	=	\$55,256
Weekday Off-Peak	\$206	X	254	=	\$48,541
Saturday	\$344	X	52	=	\$16,556
Sunday	\$314	X	7	=	\$2,037

TOTAL CASH FARE REVENUE: \$122,389

¹ Ridership estimate based on values provided in the City of Bellevue's Financial Partnership proposal, dated October 1, 2007. Fare revenue will be calculated based on actual ridership, as specified in Section 5.3 of this agreement.

EPLS

Excluded Parties List System



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Agency & Acronym Information

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- > [Agency Descriptions](#)
- > [State/Country Code Descriptions](#)

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Search Results for Parties Excluded by

Exact Name : king county metro
 As of 25-Nov-2008 4:56 PM EST
 Save to MyEPLS

Your search returned no results.

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Contact Information

- > Email: support@epls.gov
episcments@epls.gov
- > Phone: 1-866-GSA-EPLS
 1-866-472-3757

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7843

A RESOLUTION authorizing execution of two agreements with King County Metro: 1) a King County Metro Financial Partnership Agreement for a downtown circulator service, and 2) a King County Metro and City of Redmond Speed and Reliability Partnership Agreement for the planned Bellevue-Redmond Rapid Ride corridor.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute two agreements with King County Metro: 1) a King County Metro Financial Partnership Agreement, for a downtown circulator service, a copy of which Agreement has been given Clerk's Receiving No. 43706, and 2) a King County Metro and City of Redmond Speed and Reliability Partnership Agreement, for the planned Bellevue-Redmond Rapid Ride, a copy of which Agreement has been given Clerk's Receiving No. 43707.

Section 2. The City Manager or his designee is hereby authorized to execute all documents necessary to implement the terms of the agreements described in Section 1, and is further authorized to make the payments described in the King County Metro Financial Partnership Agreement.

Passed by the City Council this 8th day of December, 2008, and signed in authentication of its passage this 8th day of December, 2008.

(SEAL)



Grant S. Degginger, Mayor

Attest:



Myrna L. Basich, City Clerk

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Agenda

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City Council

Regular Session

MONDAY
December 8, 2008

8:00 – 10:00 p.m.
Council Chambers (1E-126)

Page

1. Call to Order
2. Roll Call, Flag Salute
3. Communications: Written and Oral
Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.
4. Reports of Community Council, Boards and Commissions
 - (a) Report from Transportation Commission
TRAN 4-1
Lise Northey,
Chair
5. Report of the City Manager
 - (a) Management Brief reporting on Emergency Preparedness Award
FIRE 5-1
Mike Eisner,
Interim Fire
Chief

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



City of Bellevue

		<u>Page</u>
(b) Management Brief on Mobility and Infrastructure Finance Plan	PCD Matt Terry FIN Jan Hawn	<u>5-3</u>
(c) Management Brief providing update on Bellevue Golf Course	PARK Patrick Foran	<u>5-13</u>
6. Council Business and New Initiatives		
7. Approval of the Agenda		
8. Consent Calendar		
(a) Resolution No. 7839 authorizing execution of a five-year General Services Agreement with DataSite Business Archives, in an amount not to exceed \$250,000 and two additional one-year extension periods with a capped value of \$50,000 per year for offsite storage and maintenance of the City's inactive records.	CCO	<u>8-1</u>
(b) Motion to approve payment of claims for the period of November 15, 2008 through December 5, 2008 and payroll for the period of November 1, 2008 through November 15, 2008.	FIN	<u>8-5</u>
(c) Resolution No. 7840 authorizing execution of an Interagency Agreement with the Seattle Office of Emergency Management to receive grant funding in the amount of \$225,000 for the purposes of developing a regional catastrophic structural collapse rescue plan.	FIRE	<u>8-7</u>
(d) Resolution No. 7841 authorizing the Bellevue Municipal Employees Benefits Trust (MEBT) Plan Committee Chair to execute the City of Bellevue Employees' Retirement Benefit Plan Amended and Restated Agreement (consolidated of prior Council-approved Amendments and other revisions to comply with federal law and other regulations).	HR	<u>8-11</u>
(e) Resolution No. 7842 authorizing execution of a three-year professional services contract with Benefit Services Group, Inc., in an amount not to exceed	HR	<u>8-17</u>

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\$320,000, for 2009 through 2011 online benefit management and enrollment services.

- * * (f) Resolution No. 7843 authorizing execution of two agreements with King County Metro; 1) a financial partnership for a downtown circulator service; and 2) a Speed and Reliability partnership for the planned Bellevue-Redmond Rapid Ride. TRAN 8-21

(Discussed with Council on December 1, 2008.)

- (g) Motion to award Bid No. 8207, 154th Avenue SE and SE 11th Street Traffic Calming Project to Dennis R. Craig Construction, Inc., in the amount of \$68,626.95, as low bidder for installation of a traffic circle, with corresponding curb extensions on 154th Avenue SE at SE 8th Street and a landscaped entry median on SE 11th Street, west of 156th Avenue SE (CIP Plan No. PW-M-7). TRAN 8-27

- (h) Motion to approve a \$2,099,932 cost increase for a Bel-Red/Overlake Transportation Study (BROTS) project, JOINT-BROTS-79, in accordance with the BROTS Interlocal Agreement between the Cities of Bellevue and Redmond. TRAN 8-31

- (i) Resolution No. 7844 authorizing execution of a professional services agreement with Kennedy/Jenks Consultants, Inc., in an amount not to exceed \$300,000, for the Newport Pump Station Rehabilitation Project (CIP Plan No. W-91). UTIL 8-41

- (j) Resolution No. 7845 adopting the City of Bellevue State Legislative Agenda and State Legislative Statement of Policy for the 2009 legislative session. CMO 8-47

9. Public Hearings

10. Land Use

Page

11. Other Ordinances, Resolutions and Motions

(a) ARCH Housing Trust Fund 2008 Spring Funding recommendations

PCD
ARCH
Dan Stroh
Arthur
Sullivan

11-1

Resolution No. 7846 approving the 2008 spring funding request in the amount of \$958,163 for the St. Andrews Housing Group Factoria project; and

Resolution No. 7847 approving the 2008 spring funding request in the amount of \$500,000 for the Housing Resources Group Kenmore Village project.

12. Unfinished Business

13. Continued Oral Communications

14. New Business

15. Executive Session

16. Adjournment

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT:

Resolution No. 7843 authorizing execution of two agreements with King County Metro: 1) a financial partnership for a downtown circulator service; and, 2) a Speed and Reliability partnership for the planned Bellevue-Redmond Rapid Ride corridor.

FISCAL IMPACT:

The proposed financial partnership agreement creates a total estimated obligation for a five year contract beginning in 2010 of \$3,656,000 in the following categories:

Service costs:	\$3,022,000
Fare reimbursement:	612,000
Wraps & branding:	22,000

Currently there is \$950,000 of available funding in the Transit Now/Downtown Circulator project, CIP PW-R-157. To fully fund the proposed financial partnership, additional funding of \$2,706,000 would need to be identified for the five year contract period.

Capital costs associated with the Speed and Reliability partnership will be covered under the Transportation Department's Traffic Computer System Upgrade project, CIP PW-R-155.

STAFF CONTACT:

Goran Sparman, Director, 452-4338
Bernard van de Kamp, Regional Projects Manager, 452-6459
Maria Koengeter, Senior Planner, 452-4345
Transportation Department

POLICY CONSIDERATION

The Bellevue City Council has adopted numerous transit-supportive policies through the City's Comprehensive Plan, Transit Plan, and various interest statements. Pursuit of partnered transit investments and the development of Rapid Ride service with Metro are consistent with City policy to provide urban-quality transit service and meet adopted targets for non-single-occupant vehicles. Two initiatives consider near-term (2010 and 2011) transit improvements in Bellevue.

- Rapid Ride: King County Metro is planning for 2011 implementation of arterial-based bus rapid transit that will link downtown Bellevue with the activity centers of Crossroads, Overlake, and downtown Redmond. The proposed Speed and Reliability agreement partners with Metro and the City of Redmond to deliver transit signal priority and capital improvements to the Rapid Ride corridor to improve the overall quality of the service.
- Downtown Circulator service: The proposed financial partnership agreement with Metro details the transit service, supportive actions, and cost sharing to be undertaken in an on-going effort to enhance transit options in downtown Bellevue.

BACKGROUND:

King County Metro's *Transit Now* initiative, approved by voters in November 2006, provides funding for partnered transit improvements. Direct Financial Partnerships allow agencies and employers to partner with Metro for new or expanded service by contributing one-third of the cost. Speed and Reliability Partnerships allow cities to make changes to traffic operations to improve transit travel time along core routes in exchange for up to 5,000 in award hours for each route improved. Council has previously allocated funds for Transit Now Partnership efforts in the CIP (PW-R-157) which has a current balance of \$950,000.

King County Metro received seventeen proposals for Direct Financial Partnerships from cities, employers, and transit agencies. Metro undertook a process of reviewing all proposals, identifying implementation concerns for continued discussion with partners and programming proposals within the Transit Now Partnership Program hours and service year. In February 2008, Metro released the ranking results for both Financial Partnerships and Speed and Reliability partnerships and programmed the proposals within the Transit Now Partnership Program hours and service year. The city's downtown circulator proposal was fully funded within the partnership program, with service to begin in 2010. The Bellevue-Redmond proposal was one of two Speed and Reliability partnerships funded, although only partially. Since then, staff have worked closely with Metro to resolve a number of implementation issues, per direction from Council, and reach agreement on the terms for each agreement, summarized below.

On December 1, 2008, Council received a full briefing on the details of two proposed King County Metro partnership agreements. At that meeting, Council provided direction to proceed with both of the agreements:

- 1) a financial partnership for a downtown circulator service; and
- 2) a Speed and Reliability partnership for the planned Bellevue-Redmond Rapid Ride corridor.

Direct Financial Partnership – Downtown Circulator

Key terms of the Direct Financial Partnership agreement for a downtown circulator service are summarized below:

- Service as bulleted below, or as mutually refined by both parties:
 - A two-way, U-shaped loop
 - 10 minute headways
 - Service hours:
 - M-F: 6am – 6pm
 - Sat: 9am – 7pm
 - Sundays (7 weeks during holidays): 9am – 6pm
 - Fare free to riders and branded vehicles
 - Service start in 2010
- A five year commitment to the service, including a financial obligation of up to \$3,022,000 for service, plus additional costs for fare reimbursement and branding busses, estimated to cost \$634,000
- Meet east sub area average performance requirements, and if those are not met, negotiate modifications to the service with Metro
- Right to terminate only if King County fails to fulfill its obligations under the contract

To partner with the City on the downtown circulator, Metro will be investing an estimated \$6,044,000 in direct service costs, as well as investments in new stops, customized stop signage, automatic passenger count equipment, and continued support of the City's Transportation Demand Management Program.

Speed and Reliability Partnership Agreement

The agreement with King County Metro and the City of Redmond obligates the city to implement improvements and supporting actions to enact a travel time improvement along the corridor by July 2011. These actions include:

- Completion of traffic operations changes (coordinated signals and TSP at select intersections) and programmed capital projects along the corridor by June 2011;
- Provide two strands of fiber along the corridor to support the communications network;
- Permit the installation of Transit ITS cabinets in city right-of-way, attachment of Transit ITS antennas on city mast arms, and shared use of city-owned conduit and vaults where available;
- Review and approve power connection between Transit ITS cabinets and city signal system and supply power to the cabinets;
- Agree to a supplemental Operations and Maintenance Agreement for Transit Signal Priority, to be signed at the same time as this agreement (by the end of 2008), defining ownership of TSP equipment and outlining shared responsibility for maintenance of communications infrastructure;
- Maintain physical improvements and make on-going traffic operations decisions in the corridor throughout the core connection in a manner that maintains a travel time advantage for transit; and
- Utilize the city's Transportation Demand Management program to promote and market the Rapid Ride service in Bellevue.

Explicit in this agreement is the successful implementation of a new Traffic Signal Control System, a currently programmed work program element expected to be operational in 2010. The new system is expected to have the required TSP functionality to implement Tier 1 and Tier 2 TSP, integrate with Metro's Transit Priority Request System, and fulfill the logging and reporting requirement in order to successfully fulfill the obligations of this agreement. All parties may terminate the agreement if any of the other parties fail to fulfill any or all of its obligations under the Agreement.

The proposed agreement obligates King County to:

- Finance, purchase, and install the agreed upon Transit ITS Cabinet and related equipment, or provide up to \$15,000 per cabinet, including TSP equipment, for the city to develop and install an alternative cabinet acceptable to both parties;
- Lead the overall integration effort for Transit Signal Priority Request System;
- Monitor transit performance on the Rapid Ride corridor for five years, and monitor improvements completed by the cities to ensure they are in place. If the speed and reliability improvements are less than 10% after implementation, the County will continue to supply the agreed upon service hours as part of the on-going system as long as the cities maintain the physical improvements and make on-going traffic operations decisions in a manner that maintains a travel time advantage for transit.

- Provide up to 10,000 annual service hours as an on-going part of the transit system on a route or routes to be agreed upon by the three parties, which must meet east sub area average performance requirements.

Under the agreement, the City of Redmond makes equivalent commitments along the corridor within Redmond. On December 2, the Redmond City Council unanimously approved the execution of the Speed and Reliability partnership agreement.

EFFECTIVE DATE:

If approved, this Resolution becomes effective immediately upon Council adoption.

OPTIONS:

- 1) Approve Resolution No. 7843 authorizing execution of two agreements with King County Metro:
 - a. a financial partnership for a downtown circulator service; and,
 - b. a Speed and Reliability partnership for the planned Bellevue-Redmond Rapid Ride corridor.
- 2) Do not approve the Resolution and provide alternative direction to staff.

RECOMMENDATION:

Approve Resolution No. 7843 authorizing execution of two agreements with King County Metro:

- a. a financial partnership for a downtown circulator service; and,
- b. a Speed and Reliability partnership for the planned Bellevue-Redmond Rapid Ride corridor.

MOTION:

Move to Approve Resolution No. 7843 authorizing execution of two agreements with King County Metro:

- a. a financial partnership for a downtown circulator service; and,
- b. a Speed and Reliability partnership for the planned Bellevue-Redmond Rapid Ride corridor.

ATTACHMENT:

Proposed Resolution No. 7843

AVAILABLE IN COUNCIL OFFICE:

- 1) King County Metro Financial Partnership Agreement for a downtown circulator service
- 2) King County Metro and City of Redmond Speed & Reliability Partnership Agreement



CR# 43706 Date: 01.15.09 Loc: 09.055 PO #: 850561000
Res 7843

City of Bellevue
 Finance Department - Contracting Services
 450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title: Transit Service Direct Financial Partnership Agreement
Contract Description: Agreement with King County Metro for a downtown Bellevue circulator service
Total Contract Value: \$4,000,000.00 *estimated per memo*
This Amendment Value: *per memo*

Department: Transportation - 647
Contract Manager: Maria Koengeter
Contract Type: Interlocal Agreement (ILA)
Contract Form: Vendor contract document
Budget Expenditure: Expenditure Contract - Insufficient Funds

Vendor Information:

Is this a new vendor? No
Vendor Name: King County Metro *KC Metro Transit*
JDE Vendor Number: ~~00000~~ *35301*
Is this vendor an independent contractor? Yes

Tax ID #:
COB License #:
UBI #: *578037394*
Contractor's License #:

Contract Terms:

Original Effective Date: 12/31/2008 **End Date:** 06/01/2016 **Subject To:** No Renewal
Program start 09/2010 *6 month added for final billing*

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? Yes
Council Award Date: 12/8/2008 **Council Action:** Resolution **Legislative #:**

Route:

	In	Out
Contracting Services: <i>Wai Brown</i>		12/08
Information Technology: Not Required		
Legal: <i>James Touche</i>	12/1/08	12/1
Insurance Reviewed By: <i>Richard</i>	12/11/08	12/12/08
Department Director: <i>Wai Brown</i>		12/17/08
Contracting Services: <i>Wai Brown</i>	1-13-09	1-13-09
Return To: Maria Koengeter		
City Clerk's Office: <i>Changfen</i>	01.14.09	01.15.09

Selection Method:

Selection Method: State/Public Agency Contract

Budget Information:

Line #	Description	GL Date	Account #	Subtotal	Tax	Total
	Transit Now/Circulator		345680001.541100.4440	\$4,000,000.00	No	\$4,000,000.00

Additional Comments:

Council is scheduled to approve this agreement on Dec. 8, 2008. This agreement must be signed by the city and King County by Dec. 31, 2008. The agreement is being routed in advance of Council approval to facilitate meeting the signing deadlines. The agreement is for a maximum service cost of \$3,022,000 and fare reimbursement based on actual ridership. The fare reimbursement is estimated to cost \$612,000, but may be higher if ridership exceeds planning estimates.

CONTRACT REVIEW CRITERIA

Contract Title: Transit Service Direct Financial Partne... **Vendor Name:** King County Metro

Dept. Contracting Services

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
- b) Is the Contract Type and template appropriate for the services performed?
- c) Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate? *see note on routing form*
- d) Is the JDE vendor name and number accurate?
- NA** e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? *interlocal.*
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)? *no but subject to council approval*
- NA** g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- NA** h) Has the Selection Method been explained in Additional Comments? Are results attached? *interlocal*
- i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached? *agenda memo attached*
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- k) Is Attachment "A" (Scope of Work and/or Services) attached? *agmt*
- l) Is Attachment "B" (Insurance Requirements) attached?
- m) Are any additional riders required? If so, which one's?
- n) Does Insurer have a Best rating of A- or better?
- o) Is the Contractor identified as the insured?
- p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- q) Are the policy expiration date(s) on the Certificate of Insurance current?
- r) Does the Contractor have a self-insured retention? Is it above \$50,000?
- s) Is the City listed as the Certificate Holder?
- t) Does the cancellation wording provide the City with 30 days notice?
- u) Is the Certificate signed?
- v) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
- NA** w) Is the contract exempt from paying Prevailing Wages? *yes* If not, are current Wage Rates attached in Attachment "C"?
- x) Does the Contractor have an open account with the Washington State Department of Revenue? *no UBI to verify muni-sub*
- NA** y) Are the Contractor's worker's compensation premiums current? *self-insured*
- z) Is the Contractor on the Federal Debarred Suspended List? *no*
- NA** aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

Risk to review

RISK MANAGEMENT:

- S.I.* *Self-Insured* Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- J.P.* Does the Contractor's Certificate of Insurance comply with the requirements?
- J.P.* Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City?
- J.P.* Does the Hold Harmless clause include language referencing Title 51 releases?