



CONTRACT FACE SHEET

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Relationship to Original: [] Amendment [] MOU [] Cancellation [x] New [] Change Order [] Release [] Correspondence [] Renewal [] Initial [] Retainage [] Lien [] Working

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*JDE PO Number: 850544.000
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*Termination Date: 12.31.2009
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Project Description: 2009 FlexPass Agreement
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• Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

DEPT: CVS Face Sheet Date 06.15.2009 JDE Scan/Index Date 6.15.09 MT ECM

King County, Sound Transit and The City of Bellevue

This Agreement (hereinafter, "Agreement") is made and entered into by and between King County (hereinafter individually, "KING COUNTY"), Sound Transit (hereinafter individually, "SOUND TRANSIT") or collectively referred to hereinafter as "TRANSPORTATION PARTIES", and City of Bellevue. (hereinafter, "CITY").

RECITALS

- A. CITY and TRANSPORTATION PARTIES share the desire to provide a comprehensive transportation pass program that will reduce single occupant vehicle (SOV) commute trips and improve the mobility of CITY employees.
- B. KING COUNTY and SOUND TRANSIT are authorized to provide public transportation and generally promote alternatives to SOV commuting in King County, Snohomish County and Pierce County.
- C. CITY has a desire to provide incentives and benefits to its employees, which promote non-SOV commuting to its worksite.
- D. CITY and TRANSPORTATION PARTIES desire to create a single pass media that can be used to access a variety of services and benefits, which enable CITY employees to commute, by non-SOV modes.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree to the following.

1. PURPOSE

1.1 Purpose

This Agreement establishes a cooperative arrangement between TRANSPORTATION PARTIES and CITY for sale and distribution of FlexPasses to CITY's Eligible Employees at the rate set forth herein.

2. DEFINITIONS

2.1 Eligible Employees

Eligible Employees shall mean only those employees of the CITY who meet the following criteria:

All regular full-time and part-time employees who work at:

Facility	Street Address
City Hall	450 110th Ave NE Bellevue, WA 98004
Bellevue Service Center	2901 115th Ave NE Bellevue, WA 98004
Unaffected Sites	36 CTR-Unaffected Sites in the City of Bellevue; 1 in the City of Redmond

2.2 FlexPass Card

A FlexPass Card is a pass of predetermined duration, usually twelve (12) months, that allows each Eligible Employee, as defined in Paragraph 2.1, to choose from a variety of non-SOV commute options provided by CITY or TRANSPORTATION PARTIES. Each FlexPass Card shall bear the inscriptions "FlexPass," CITY's name, each TRANSPORTATION PARTIES' logo, or an agreed to regional logo and beginning and expiration dates in a design and color scheme mutually agreed upon by TRANSPORTATION PARTIES and CITY. FlexPass Cards shall also bear a fare amount on the face of the card, the amount of which shall be agreed upon by TRANSPORTATION PARTIES and CITY prior to the start of this Agreement. TRANSPORTATION PARTIES or their designated contractor shall produce FlexPass Cards. FlexPass Card's are non-refundable by TRANSPORTATION PARTIES, except as set forth in Paragraph 8.2. Eligible Employees may be asked to present a valid CITY identification card when using a FlexPass, if available.

2.3 Trip Revenue

Trip revenue is the cost of a single bus trip taken by a CITY's employee as set forth in Attachment A. In the event of a generally applicable fare increase adopted by KING COUNTY or SOUND TRANSIT, the amount of the cost may be increased at such time as a generally applicable fare increase is implemented by KING COUNTY or SOUND TRANSIT, and CITY shall be required to pay the amount of such adjustment to the appropriate party.

2.4 Baseline Trips

Baseline Trips shall mean the estimated number of transit trips taken by CITY's Eligible Employees, as defined in Paragraph 2.1, in the twelve (12) months preceding execution of the CITY's new FlexPass Agreement. Baseline Trips shall be calculated using the most current transit ridership data available on Eligible Employees, at the time said Agreement becomes effective. Baseline Trips shall be used, in part, to calculate the price of the transit cost set forth in Attachment A. Baseline Trips shall not change during the life of this Agreement, unless agreed to by TRANSPORTATION PARTIES for reasons such as a significant change in the number of Eligible Employees or a change in location of CITY's worksite.

2.5 Added Trips

Added Trips shall mean those trips taken by CITY's Eligible Employees that have exceeded Baseline Trips, as defined in Paragraph 2.4, during the period since Baseline Trips was established. Added Trips shall be calculated using an estimate, based on a survey or other agreed upon equivalent data source, of current transit ridership by Eligible Employees. Added Trips shall be used, in part, with Baseline Trips to calculate the price of renewing this Agreement for another term.

3. EMPLOYEE CONTRIBUTIONS AND COMMUTE BENEFITS AND INCENTIVES

3.1 Eligible Employee Contributions

CITY may require Eligible Employees to contribute toward the cost of a FlexPass Card, in the amount specified in Attachment B. CITY shall not require Eligible Employees to contribute more than fifty percent (50%) of the cost of an individual FlexPass Card, as set forth in Attachment A.

3.2 CITY-Provided Incentives and Benefits

CITY shall provide at least two (2) additional non-single occupant vehicle commute mode incentives or benefits, listed in Attachments A or B, as a condition of participating in TRANSPORTATION PARTIES' FlexPass program.

4. CITY RESPONSIBILITIES

4.1 Eligible Recipients of A FlexPass Card

CITY shall ensure that only Eligible Employees, as defined in Paragraph 2.1, receive FlexPass cards.

4.2 Ordering FlexPass Cards

CITY shall provide to TRANSPORTATION PARTIES' representative, as listed in Section 16, the number of FlexPass Cards that CITY shall provide to Eligible Employees. The number of FlexPass Cards shall be listed in Attachment A. CITY shall allow TRANSPORTATION PARTIES at least four (4) weeks in advance of the cards' effective date to fulfill the request for FlexPass Cards. CITY understands that failure to provide the number of FlexPass Cards desired at least four (4) weeks in advance may incur additional and extraordinary costs. Such costs may be related to, but are not limited to; overtime staffing, additional manufacturing charges and express delivery charges. These additional and extraordinary charges shall be borne solely by CITY.

4.3 Ordering Additional FlexPass Cards

CITY shall retain the right to purchase additional FlexPass Cards for distribution to Eligible Employees, over and above the number specified in Attachment A, during the term of this Agreement. CITY shall allow TRANSPORTATION PARTIES at least four (4) weeks to fulfill the request for additional FlexPass Cards. Requests shall be made to the TRANSPORTATION PARTIES' representative, as listed in Section 16. The cost for a single additional FlexPass Card shall be the Monthly Rate for Additional FlexPass Cards specified in Attachment A, times the number of months remaining in the Agreement.

4.4 Receipt and Security of FlexPass Cards

CITY agrees that all FlexPass Cards received from TRANSPORTATION PARTIES shall become the sole financial responsibility of CITY upon receipt and signature by an employee, official or agent of CITY. CITY agrees that it is solely responsible for providing proper storage and security measures for any and all FlexPass Cards received by CITY while in the custody of CITY. CITY shall be held liable for the equivalent value of a combination King County/Sound Transit fare for each month remaining in this Agreement for each FlexPass Card that CITY cannot account for, either by distribution to an Eligible Employee, storage in a secure area, or for each FlexPass Card not collected from an Eligible Employee who terminates their employment with CITY or otherwise becomes ineligible to receive and use a FlexPass Card under the terms of this Agreement, or for each FlexPass Card that CITY cannot return to TRANSPORTATION PARTIES upon termination of this Agreement, as specified in Section 8.

4.5 Reporting

CITY shall immediately report to each of the TRANSPORTATION PARTIES any FlexPass Cards that are lost, stolen, damaged or otherwise not functioning properly in TRANSPORTATION PARTIES transit coaches' electronic registering fareboxes. CITY shall return any and all FlexPass Cards to TRANSPORTATION PARTIES that CITY believes to be defective. CITY shall report to TRANSPORTATION PARTIES all FlexPass usage, changes to CITY's transportation program and other details as necessary.

4.6 Roster of FlexPass Card Recipients

CITY shall maintain a roster of Eligible Employees who have been provided a FlexPass Card by CITY. Upon demand, CITY shall provide to each of the TRANSPORTATION PARTIES a copy of the roster.

4.7 FlexPass Employee Use Agreement Form

Each Eligible Employee who receives a FlexPass Card from CITY shall be required to read, sign and return to their employee transportation coordinator or department supervisor, an agreement form stipulating the uses and conditions of a FlexPass Card. The Employee Use Agreement Form, as set forth in Attachment C, is deemed mutually acceptable to both CITY and TRANSPORTATION PARTIES. CITY shall keep the Employee Use Agreement Forms on file for the term of this Agreement.

4.8 Collection of FlexPass Cards

CITY shall return to TRANSPORTATION PARTIES all FlexPass Cards issued to CITY within five (5) days of the effective date of termination of this Agreement. CITY shall be held liable for the equivalent value of a combination King County Metro/Sound Transit fare for each month remaining in this Agreement for each FlexPass Card not returned to TRANSPORTATION PARTIES upon termination of this Agreement.

4.9 Collection of Transit Ridership Data

CITY shall survey, or otherwise collect from CITY's Eligible Employees, any and all necessary daily transit ridership and commute data that TRANSPORTATION PARTIES deem necessary to accurately and fairly estimate Trip Revenue, Baseline Trips and Added Trips. TRANSPORTATION PARTIES shall provide to CITY a mutually agreed upon survey instrument or other suitable means in which to collect the most current and accurate ridership and commute data possible.

4.10 FlexPass Program Evaluation

CITY shall participate in any TRANSPORTATION PARTIES' evaluation of the FlexPass program, should such an evaluation be deemed necessary by any of the TRANSPORTATION PARTIES. Evaluation may be through such means as employee surveys, employee focus groups, and management interviews. TRANSPORTATION PARTIES shall provide CITY at least thirty (30) days advance notice prior to beginning such an evaluation.

4.11 Home Free Guarantee

CITY shall fulfill all conditions and responsibilities of the Home Free Guarantee program in accordance with the terms attached hereto and made part hereof as Attachment D.

4.12 Vanpool Services

The amount of the vanpool fare subsidy for each Eligible Employee shall be stated in Attachment A. If actual vanpool fares incurred by an Eligible Employee exceed the amount of the subsidy specified in Attachment A, the Eligible Employee shall pay the difference directly to the vanpool bookkeeper. CITY agrees that new vanpool formations will be assigned to the TRANSPORTATION PARTY where the primary driver resides, regardless of which TRANSPORTATION PARTY contacts or is contacted by the forming vanpool group. If the driver resides in a county outside those counties included in this Agreement, the vanpool assignment will be based on the primary driver's destination (worksites) county; provided, however, if the TRANSPORTATION PARTY which would receive the vanpool assignment does not have an available van, the forming vanpool group will be turned over by the TRANSPORTATION PARTY of residence to the TRANSPORTATION PARTY of destination if it has a van.

5. TRANSPORTATION PARTIES RESPONSIBILITIES

5.1 Transit Access

TRANSPORTATION PARTIES shall allow each CITY Eligible Employee displaying a valid FlexPass Card to ride on all parts of its regular route transportation system without additional charge, for trips up to the value printed on the card. TRANSPORTATION PARTIES reserve the right to request additional payment at the time the transit trip is taken, if the cost of a trip on any TRANSPORTATION PARTY's regular transit service exceeds the fare value printed on the FlexPass Card. FlexPass Cards are not valid on any Husky, Safeco Field, or other special event service. TRANSPORTATION PARTIES shall honor each FlexPass Card issued under this agreement up to the expiration date on the Card or until this agreement is otherwise terminated.

5.2 FlexPass Card Administration

TRANSPORTATION PARTIES' Designated Representative shall manage production, ordering, replacement and delivery of FlexPass Cards to CITY, and other administrative tasks related to the FlexPass Card under this Agreement, other than those responsibilities stated as CITY responsibilities in Section 4.

5.3 Replacement FlexPass Cards

TRANSPORTATION PARTIES shall replace, at no additional cost to CITY, any FlexPass Cards deemed to be defective or otherwise unusable or inoperative. CITY may be issued temporary full passes until TRANSPORTATION PARTIES can manufacture and deliver replacement FlexPass Cards. TRANSPORTATION PARTIES shall replace a lost or stolen FlexPass Card only once at a charge of \$50 per replacement card.

5.4 Confiscation of FlexPass Cards

In addition to any other rights under law, TRANSPORTATION PARTIES reserve the right to cancel and confiscate a FlexPass Card which is used out of date, altered, duplicated, counterfeited, transferred or distributed to unauthorized persons or otherwise invalid under the terms of this Agreement.

5.5 Collection of Transit Ridership Data

TRANSPORTATION PARTIES shall provide to CITY, at no additional cost to CITY, a mutually agreed upon survey instrument or other suitable means in which to collect and measure the most current and accurate transit ridership and commute data of CITY's Eligible Employees. In addition, TRANSPORTATION PARTIES shall pay for all costs incurred in processing this survey instrument, but not costs incurred by CITY in distributing to and collecting from Eligible Employees, this survey instrument. TRANSPORTATION PARTIES shall make available to CITY, all data collected from CITY's Eligible Employees.

5.6 Home Free Guarantee

KING COUNTY shall fulfill all conditions and responsibilities of the Home Free Guarantee program in accordance with the terms attached hereto and made part hereof as Attachment D.

5.7 Vanpool Services

CITY's employees are eligible to access TRANSPORTATION PARTIES' vanpool program(s) in accordance with established program procedures. If applicable, TRANSPORTATION PARTIES shall allow each Eligible Employee holding a FlexPass Card to register as a vanpool participant subject to the availability of vanpool vehicles and minimum ridership requirements. If applicable, the FlexPass Card may be honored as full or partial payment of vanpool fares, as specified in Attachments A and B.

6. PAYMENTS AND BILLING

6.1 Payment for This Agreement

CITY agrees to pay TRANSPORTATION PARTIES the total amount stated in Attachment A for participation in TRANSPORTATION PARTIES' FlexPass program. Payment shall be made in full by CITY according to the terms listed on the invoices, unless a payment schedule is mutually agreed upon by all parties and incorporated into this Agreement, in Attachment A.

- A. KING COUNTY shall invoice CITY for KING COUNTY and SOUND TRANSIT services as follows: for the amounts due as specified in Attachment A, for additional vanpoolers, for additional FlexPass Cards purchased, for any general applicable fare increases in accordance with the terms set forth in Section 2.3, and for services provided beyond the term of this Agreement set forth in Section 7.1.
- B. If the TRANSPORTATION PARTIES continue to provide services beyond the term of this Agreement set forth in Section 7.1, the cost shall be the Monthly Rate for Additional FlexPass Cards specified in Attachment A times the number of months the TRANSPORTATION PARTIES continue to provide services. In the event the Agreement is extended or renegotiated, the compensation shall be retroactively applied from the expiration of the duration of the Agreement.
- C. TRANSPORTATION PARTIES shall send invoices to the CITY's Designated Representative listed in Section 16.

6.2 Late Payment Penalty

Any late payment shall be subject to a penalty accruing at the maximum rate allowable by state law for each month that the payment remains due. If any check made payable to any of the TRANSPORTATION PARTIES by CITY is returned to a TRANSPORTATION PARTY for insufficient funds (NSF) in CITY's checking account, then CITY shall be assessed a \$25 (twenty-five) penalty by the TRANSPORTATION PARTY receiving the NSF check.

7. TERM OF AGREEMENT

7.1 Term

This Agreement shall take effect upon the exact day and expire on the exact day specified in this paragraph, unless terminated in accordance with the terms set forth in Section 8. This Agreement shall take effect at 12:00 a.m. on January 1, 2009 and shall expire at 11:59 p.m. on December 31, 2009.

8. TERMINATION

8.1 Termination for Cause

Any party may terminate this Agreement in the event the other fails to perform its obligations as described in this Agreement by providing written notice not less than fourteen (14) days prior to the effective date of termination.

8.2 Termination for Convenience

Any party may also terminate this Agreement for convenience and without cause by providing the other party with written notice not less than sixty (60) days in advance. If CITY has made payments in advance; CITY shall be entitled to reimbursement from each TRANSPORTATION PARTY for each valid FlexPass Card returned to TRANSPORTATION PARTIES. Such reimbursement shall be at the monthly rate set forth in Attachment A for the full months remaining in the term of the Agreement.

If CITY has accrued additional financial obligations to any TRANSPORTATION PARTY as a result of the provisions of this Agreement, either prior to termination or as a result of termination, CITY agrees to pay any outstanding amount due to the TRANSPORTATION PARTY. The TRANSPORTATION PARTY shall invoice CITY for the amount due according to the procedures outlined in Section 6.

9. RECORDS

9.1 Rights Of Review

Both CITY and TRANSPORTATION PARTIES shall retain the right to review records and documents related to this Agreement. If a records review is commenced more than sixty (60) days after the termination of the contract, the TRANSPORTATION PARTY requesting the review shall give ten (10) days notice to CITY of the date on which the records review will begin.

10. SUCCESSORS AND ASSIGNS

10.1 Written Approval

This Agreement and all terms, provisions, conditions and covenants hereof shall be binding upon the parties hereto and their respective successors and assigns. All parties, however, agree that they will not assign or delegate the duties to be performed under this Agreement without prior, written approval from the other parties.

11. LEGAL RELATIONS

11.1 No Partnership and No Third Party Beneficiaries

CITY and TRANSPORTATION PARTIES agree that this Agreement does not create a partnership or joint venture relationship between the parties, and does not benefit or create any rights in a third party.

11.2 Force Majeure

TRANSPORTATION PARTIES shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, resulting directly or indirectly from causes and circumstances beyond their control, including but not limited to late delivery or nonperformance by vendors of materials or supplies, incidences of fire, flood, snow, earthquake or other acts of nature, accidents, riots, insurrection, terrorism, acts of war, order of any court or civil authority, and strikes or other labor actions.

11.3 Costs of Legal Action

CITY shall be liable for any and all reasonable attorney fees, court costs and other expenses incurred by TRANSPORTATION PARTIES in the event TRANSPORTATION PARTIES pursue legal action to obtain the return of any FlexPass Cards or amount owing under this Agreement.

12. APPLICABLE LAW, FORUM

12.1 Terms

This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the parties as granted or imposed by state law. In the event that any litigation may be filed between the parties regarding this Agreement, CITY and TRANSPORTATION PARTIES agree that personal jurisdiction and venue shall rest in the Superior Court of the county where the TRANSPORTATION PARTY pursuing the action resides.

DISPUTES

13.1 Dispute Resolution Procedure

All claims or disputes arising out of or relating to this Agreement shall be referred to a panel consisting of CITY's Director of Transportation, KING COUNTY's General Manager, Transit Division, and SOUND TRANSIT's Chief Executive Officer, or their designees.

If this panel is unable to reach a mutually acceptable resolution, it shall appoint another person to serve as mediator in the effort to resolve the claim or dispute. Such mediation shall be required before an action may be filed to adjudicate the claim or dispute in a court of law.

14. ENTIRE AGREEMENT AND AMENDMENT

14.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof.

14.2 Amendments and Modifications

This Agreement may be amended or modified only by written instrument signed by the parties hereto.

15. SAVINGS

15.1 Definition

Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state or local law or regulation, the remaining provisions shall continue in full force and effect. All parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.

16. CONTACT PERSONS

16.1 Definition

CITY and TRANSPORTATION PARTIES shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement, as well as ordering of all fare media and vouchers.

16.2 Designated Contact Persons

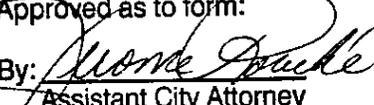
	City of Bellevue	King County
Contact Name	Laurie Leland	David Dunneback
Title	Service First Manager, Civic Services	Transit Planner
Address	City of Bellevue	King County Metro Transit
	PO Box 90012	400 Yesler Way; MS-YES-TR-0600
	Bellevue, WA 98009-9012	Seattle, WA 98104
Telephone	425-452-4366	206-684-1858
Fax	425-452-7115	206-684-2058
E-Mail	lleland@bellevuewa.gov	david.dunneback@kingcounty.gov
	Sound Transit	
Contact Name	Janine Sawyer	
Title	Project Assistant	
Address	Sound Transit	
	401 S. Jackson Street	
	Seattle, WA 98104-2826	
Telephone	206-398-5108	
Fax	206-398-5216	
E-Mail	janine.sawyer@soundtransit.org	

17. EXECUTION OF AGREEMENT

17.1 Definition

This Agreement shall be executed in three (3) counterparts, each one of which shall be regarded for all purposes as one original. In Witness whereof, the parties have executed this Agreement as of the date first written above.

City of Bellevue BY <u></u> Nora Johnson Title <u>Director, Civic Services</u> Date <u>12.2.08</u>	King County BY <u></u> Victor Obeso Title <u>Manager, Transit-Service Development</u> Date <u>12/10/08</u>
	Sound Transit BY <u>King County per Agent Agreement</u>

Approved as to form:
By: 
Assistant City Attorney

FlexPass Agreement Attachment A – Agreement Costs

CITY City of Bellevue

Term Dates January 1, 2009 – December 31, 2009

King County Services

Bus	
Total Transit Trips (Source: April & May 2008 CTR surveys)	= 54,012
Cost per Trip	x \$1.60
Total	= \$86,419.00
Card Production and Program Administration	
Card Production (\$1.25 rate per card – 1,040 cards)	+ \$1,300
Program Administration (\$1.25 rate per card)	+ \$1,300
Total	= \$2,600.00
Home Free Guarantee	
Rate per employee	= \$2.60
Number of employees	x 1,040
Total	= \$2,704.00
Vanpool and Vanshare	
Vanpool fare subsidy per month = \$75	
Vanshare fare subsidy per month = \$35	
Total	= \$63,000.00
Total Costs for King County Services	
Bus	+ \$86,419
Card Production and Program Administration	+ \$2,600
Home Free Guarantee	+ \$2,704
Vanpool and Vanshare	+ \$63,000
Total Cost for King County Services	= \$154,723.00
Payment Schedule:	
<ul style="list-style-type: none"> • ¼ in 60, 90, 180 and 270 days. • Invoice provided at least 30 days prior to the due dates. 	

FlexPass Agreement Attachment A – Agreement Costs (cont.)

CITY City of Bellevue

Term Dates January 1, 2009 – December 31, 2009

Sound Transit Services

Bus and Rail

Total Transit Trips (Source: April & May 2008 CTR surveys)	=	46,104
Cost per Trip	x	\$2.00
Total Cost for Sound Transit Services	=	\$92,208.00

Payment Schedule:

- ¼ in 60, 90, 180 and 270 days.
- Invoice provided at least 30 days prior to the due dates.

Total FlexPass Agreement Cost

King County	+	\$154,723
Sound Transit	+	\$92,208
Total FlexPass Agreement Cost	=	\$246,931.00
Annual Rate per Employee	=	\$237
Number of Eligible Employees	=	1,040
Number of FlexPass Cards initially delivered	=	1,040

Monthly Rate for Additional FlexPass Cards

Transportation Party		Rate
King County	+	\$6.92
Sound Transit	+	\$7.39
Total	=	\$14.31

**FlexPass Agreement Attachment B – Employee Contributions and
CITY Provided Benefits/Incentives**

CITY City of Bellevue

Term Dates January 1, 2009 – December 31, 2009

FlexPass	
Amount contributed by each Eligible Employee:	None.
Vanpool & Vanshare Fare Subsidy	
King County Metro vanpool	Up to \$75.00 per month
King County Metro vanshare	Up to \$35.00 per month
Emergency / Guaranteed Ride Home	
Describe: King County's Home Free Guarantee service. Up to 8 rides per employee per year.	

**FlexPass Agreement Attachment C – Employee Use Agreement
City of Bellevue
FlexPass Use Agreement**

As a FlexPass Holder, I agree to the following:

1. The FlexPass is a benefit provided to me as an employee and is to be used only during the period I am employed by this CITY.
2. I will use my FlexPass for my own transportation only. I will not transfer my FlexPass to any other person.
3. I will keep my FlexPass secure and in good condition. I will immediately report a lost, stolen, or damaged FlexPass to the Transportation Coordinator. I understand a lost FlexPass will be replaced only once per year at a charge of \$50.00. A non-working FlexPass will be replaced free of charge.
4. I will return my FlexPass upon request or when I leave my employment with this CITY. If I do not return my FlexPass, I authorize the amount of \$171.00 for each whole and partial month remaining on the FlexPass to be withheld from my paycheck.
5. I understand that the FlexPass card is valid for the following:
 - A. 100% of transit fares on King County Metro and Sound Transit.
 - B. Up to \$75 per month on vanpool fares on King County Metro vanpools.
 - C. Up to \$35 per month on King County Metro vanshare vans only.

I acknowledge the receipt of my FlexPass, and understand and agree to the terms stated above on using the FlexPass.

Employee's Signature

Date

Employee's Printed Name

FlexPass Serial #

Transportation Coordinator Use Only - FlexPass returned:

Employee's Signature

Date

FlexPass Serial #

FlexPass Agreement Attachment D - Home Free Guarantee

Home Free Guarantee (hereinafter, "HFG") is a KING COUNTY program that guarantees payment for taxi fares incurred by employees deemed eligible by the INSTITUTION for emergency rides taken in accordance with the terms set forth below.

D.1 DEFINITIONS

D.1.1 Approved Commute Modes

Eligible Employees must have commuted from their principal residence or Park & Ride to the INSTITUTION's worksite by one of the following modes: Bus, carpool, vanpool, walk-on or bicycle-on ferry, bicycle, or walk.

D.1.2 Eligible Reasons For Using HFG

The following are the only eligible reasons for using HFG:

- a) Eligible Employee's or family member's unexpected illness or emergency.
- b) Unexpected schedule change such that the normal commute mode is not available for the return commute to the starting place of their commute. Unexpected means the employee learns of the schedule change that day.
- c) Missing the employee's normal return commute to the starting place of their commute for reasons, other than weather, or act of nature which are beyond the employee's control and of which they had no prior knowledge. For example, the employee's carpool driver left work or worked late unexpectedly.

D.1.3 Non-Eligible Reasons For Using HFG

Reasons which are not eligible for HFG use include, but are not limited to, the following:

- a) Pre-scheduled medical or other appointments.
- b) To transport individuals who have incurred injury or illness related to their occupation. An HFG ride should NEVER be used where an ambulance is appropriate, nor should an HFG ride replace INSTITUTION's legal responsibility under workers' compensation laws and regulations.
- c) Other situations where, in the opinion of the INSTITUTION's Program Coordinator, alternate transportation could have been arranged ahead of time.

D.1.4 Eligible Destinations for an HFG Ride

- a) From the INSTITUTION's worksite to the Eligible Employee's principal place of residence.
- b) From the INSTITUTION's worksite to the Eligible Employee's personal vehicle, e.g. vehicle located at a Park & Ride lot.
- c) From the INSTITUTION's worksite to the Eligible Employee's usual commute ferry terminal on the east side of Puget Sound.

D.1.5 Intermediate Stops

Intermediate stops are permitted only if they are of an emergency nature and are requested in advance by Eligible Employee and are authorized in advance of the ride by the INSTITUTION's Program Coordinator (i.e. pick up a necessary prescription at a pharmacy; pick up a sick child at school).

D.2 INSTITUTION RESPONSIBILITIES

D.2.1 HFG Program Payment

INSTITUTION's payment for HFG services is accounted for in the base price for FlexPass Cards as indicated in Attachment A. If a CITY's fare costs exceed amount listed in Attachment A at the end of 6 months, a sliding scale charge will be applied as follows:

- a) If total fare costs average between \$1.00 and \$1.25/employee, CITY may be charged \$1.25/employee for second six months of the agreement period.
- b) If total fare costs average between \$1.25 and \$1.50/employee, CITY may be charged \$1.50/employee for second six months of the agreement period.
- c) and so on incrementally without limit.

D.2.2 Program Coordinator

INSTITUTION shall designate as many Program Coordinators as necessary to administer and perform the necessary HFG program tasks set forth below.

D.2.3 Number Of HFG Rides Per Eligible Employee

INSTITUTION shall ensure that each Eligible Employee does not exceed eight (8) HFG rides per twelve (12) month period.

D.3 HFG Program Tasks

D.3.1 Process

To access HFG rides, Eligible Employees shall contact the Program Coordinator. The Program Coordinator shall call directly an answering service provider, contracted for by KING COUNTY. The phone number shall be supplied to INSTITUTION by KING COUNTY. INSTITUTION agrees to make information about how to access HFG rides to all Eligible Employees. Eligible Employees shall supply the following information to the Program Coordinator, who shall in turn provide the information to the answering service provider:

- a) Verify the Eligible Employee has commuted to the worksite by an eligible mode.
- b) Verify the Eligible Employee has an eligible reason and eligible destination for an HFG ride.
- c) Ensure the Eligible Employee has valid identification to show the taxi driver.
- d) Once an Eligible Employee takes the emergency taxi ride, the Eligible Employee shall provide a receipt from the taxi trip to INSTITUTION'S Program Coordinator.
- e) INSTITUTION'S Program Coordinator shall forward copies of such receipts to KING COUNTY at the end of each month for record keeping and accounting purposes.
- f) The answering service provider shall arrange taxi rides for the Eligible Employee.

D.4 KING COUNTY RESPONSIBILITIES

D.4.1 Participating Taxi CITY(s)

INSTITUTION agrees that neither KING COUNTY or answering service provider is responsible for providing transportation services under the HFG program. INSTITUTION further agrees that KING COUNTY makes no guarantee or warranty as to the availability, quality or reliability of taxi service, and that the KING COUNTY'S sole obligation under the program is to make payment of the taxi provider for trips actually taken in accordance with the terms of this Agreement. INSTITUTION agrees it shall make no claims of any kind or bring any suits of any kind against the KING COUNTY for damages or injuries of any kind arising out of or in any way related to the HFG program. Without limiting the foregoing and by way of example only, the INSTITUTION agrees that KING COUNTY shall not be liable for any injuries or damages caused by negligence or intentional acts occurring before, during or after a taxi ride or for any injuries or damages caused by failure of a taxi to provide a ride due to negligence, intentional acts or causes beyond the taxi's control, including but not limited to incidence of fire, flood, snow, earthquake or other acts of nature, riots, insurrection, accident, order of any court or civil authority, and strikes or other labor actions.

D.4.2 Payment of Authorized HFG Taxi Fares

KING COUNTY shall pay the metered fare amount of an INSTITUTION'S Program Coordinator-authorized HFG ride, as defined in the DEFINITIONS section above, for a one-way distance of up to sixty (60) miles. Any fare for a one-way distance in excess of sixty (60) miles shall be paid by the individual taking the HFG ride. KING COUNTY shall not pay any taxi driver gratuity, which shall be paid by and at the sole discretion of the individual taking the HFG ride.

D.4.3 Reporting

KING COUNTY shall keep a complete record of all authorized HFG ride requests and provide a copy of this record to the designated INSTITUTION contact person specified in Section 16.2, when requested.

D.4.4 Program Abuse

KING COUNTY reserves the right to investigate and recover costs from the INSTITUTION of intentional abuse of the HFG program by Eligible Employees. Program abuse is defined as, but not limited to, taking trips for inappropriate reasons, unauthorized destinations and intermediate stops, and pre-scheduled appointments not defined in the DEFINITIONS section above.

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7829

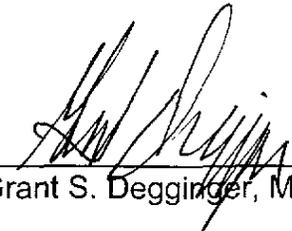
A RESOLUTION authorizing the City Manager or his designee to execute the FlexPass agreement with King County and Sound Transit for the purchase and distribution of the annual 2009 FlexPass to the City of Bellevue employees.

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 the FlexPass Agreement with King County and Sound Transit for the purchase and distribution of the annual 2009 FlexPass to the City of Bellevue employees, a copy of which FlexPass Agreement has been given Clerk's Receiving No. 44487.

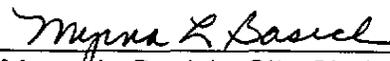
Passed by the City Council this 1st day of December, 2008, and signed in authentication of its passage this 1st day of December, 2008.

(SEAL)



Grant S. Degginger, Mayor

Attest:



Myrna L. Basich, City Clerk

Resolution 7829

page 2

item 8 (d.)

Agenda

p 1 of 6

City Council Regular Session

MONDAY
December 1, 2008

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

Page

1. Call to Order
2. Roll Call, Flag Salute
(Flag Salute led by Cascade District Eagle Scouts)
 - (a) Special Recognition of Presidential Volunteer Award Recipients
CMO Shelly Shellabarger 2-1
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
5. Report of the City Manager
6. Council Business and New Initiatives
7. Approval of the Agenda

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>
8. Consent Calendar	
(a) Minutes of November 10, 2008 Extended Study Session Minutes of November 17, 2008 Study Session Minutes of November 17, 2008 Regular Session	<u>8a-1</u>
(b) Resolution No. 7827 authorizing execution of a professional services agreement with Evergreen Adjustment Service, Inc., in an amount not to exceed \$125,000, to provide liability claims adjustment services.	CAO <u>8-1</u>
(c) Resolution No. 7828 authorizing execution of a professional services agreement with PricewaterhouseCoopers, LLP, in an amount not to exceed \$56,825, to provide actuarial services for the Third Party Liability and Workers' Compensation Programs.	CAO <u>8-7</u>
* * (d) Resolution No. 7829 authorizing execution of the FlexPass agreement with King County and Sound Transit for the purchase and distribution of the annual 2009 FlexPass to City employees.	CIVIC <u>8-13</u>
(e) Resolution No. 7830 authorizing execution of a Department of Homeland Security (DHS) Subgrant Agreement with the Washington State Military Department to accept grant funds in the amount of \$1,764,344, for NORCOM equipment and planning, sustainment of the Urban Area Strategic Initiative (UASI) Grant Coordinator, and enhancing Community Preparedness.	FIRE <u>8-17</u>
(f) Resolution No. 7831 authorizing execution of a four-year General Services Agreement with SCS Engineers, Inc., in an amount not to exceed \$150,960, for operation, maintenance, and monitoring of the Eastgate Property landfill gas extraction system.	PARK <u>8-23</u>
(g) Resolution No. 7832 authorizing execution of three contracts with R&R Construction, for a total contract amount not to exceed \$135,938.35, for playground	PARK <u>8-27</u>

installation at Hillaire Neighborhood Park, Robinswood Community Park, and Hidden Valley Community Park (CIP Project No. P-R-11).

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|-----|--|------|-------------|
| (h) | Resolution No. 7833 superseding Resolution No. 7812 and authorizing execution of a five-year lease with an automatic five-year extension with Seattle SMSA Limited Partnership d/b/a Verizon Wireless at Coal Creek Natural Area. | PARK | <u>8-35</u> |
| (i) | Motion to approve an increase to the construction contract with SLM Construction Bid No. 0230, for an additional amount not to exceed \$23,217.18, for services and materials furnished for hidden conditions found during the bulkhead repair project at Newcastle Beach Park (Parks CIP Project No. P-R-11). | PARK | <u>8-41</u> |
| (j) | Resolution No. 7834 authorizing execution of: 1) An agreement with King County METRO in the amount of \$286,000 for the ten-month Phase II Downtown Bellevue Transportation Demand Management (TDM) Market Enhancement Project; and 2) An agreement with the Bellevue Downtown Association (BDA) in the amount of \$233,500 for implementation services in support of the ten-month Phase II Downtown Bellevue TDM Market Enhancement Project. | TRAN | <u>8-45</u> |
| (k) | Motion to award Bid No. 8324, Lake Washington Boulevard Trail Repair, as part of the Major Maintenance Program to Pioneer Excavating, LLC, in the amount of \$107,039.10, as lowest responsible and responsive bidder for removal and reconstruction of approximately 310-lineal feet of asphalt surface (CIP Plan No. PW-M-19). | TRAN | <u>8-53</u> |
| (l) | Resolution No. 7835 authorizing execution of a five-year lease agreement, with an automatic five-year extension, with New Cingular Wireless PCS, LLC at the Woodridge Water Reservoir Site, located at 1843 125 th Avenue SE. | UTIL | <u>8-59</u> |

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|-----|--|------------------|
| (m) | Resolution No. 7836 authorizing execution of an amendment to a four-year contract with The Purple School, LLC, in the amount of \$130,000, for during and after-school foreign language programs offered at Highland Community and Northwest Arts Centers Cultural Arts programs. | PARK <u>8-65</u> |
| (n) | Resolution No. 7837 authorizing execution of all documents necessary to: 1) Approve the Acceptance of Merger between Residence East, a Washington Nonprofit Corporation and Alpha Supported Living Services (ASLS), a Washington Nonprofit Corporation organized to provide services for individuals with developmental disabilities; and, 2) To transfer the structure located at 600 124 th Avenue NE, from the City to ASLS, as allowed per Section 11 of the initial agreement between the City and Residence East. | PARK <u>8-69</u> |

9. Public Hearings

10. Land Use

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| (a) | Consideration of the application of Children's Hospital to rezone three parcels at 1500 – 116 th Avenue NE from Office (O) and Light Industry (LI) to Medical Institution District Development Area 3 (MIDA 3) without conditions. Applicant's intention is to construct an ambulatory health care center on two of the parcels. File No. 08-128428 LQ. | DEV <u>10-1</u>
SRVCS
Carol Helland
Carol Saari |
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(Discussed with Council on November 17, 2008.

This is a Process III application, in which the Hearing Examiner provides a written recommendation to Council, which is the decision-making body. Should Council deny the application, your decision would be appealable to Superior Court.

The Hearing Examiner recommends Council approval with no conditions.)

Ordinance No. 5844 approving the rezone application of Children's Hospital to rezone three parcels at 1500 116th Avenue Northeast from Office (O) and Light Industry (LI) to Medical Institution District Development Area 3 (MI DA3), without conditions.

11. Other Ordinances, Resolutions and Motions

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| (a) Ordinance No. 5845 adopting the Human Services Commission's 2009-2010 Human Services funding recommendations and authorizing entering into contracts with local human services agencies in accordance with the recommendations. | PARK
Patrick Foran
Emily Leslie | <u>11-1</u> |
|---|---------------------------------------|-------------|

(Discussed with Council on October 27, 2008.)

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| (b) Ordinance No. 5846 regarding development services under the Bellevue City Code; updating fees for applications requiring construction, land use, fire, survey, sign, transportation, utility, and clearing & grade review and inspection services; repealing Ordinance No. 5784. | DEV
SRVCS
Mike
Brennan
Joe Guinasso | <u>11-25</u> |
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(Discussed with Council on November 24, 2008.)

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| (c) Ordinance No. 5847 establishing revised charges for water service, water consumption, and water service for fire protection; repealing Ordinance Nos. 5704 and 5786; and establishing an effective date. | UTIL
Denny
Vidmar | <u>11-61</u> |
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(Discussed with Council on November 17, 2008.)

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| (d) Ordinance No. 5848 establishing revised sewerage service charges; repealing Ordinance Nos. 5705 and 5787; and establishing an effective date. | UTIL
Denny
Vidmar | <u>11-73</u> |
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(Discussed with Council on November 17, 2008.)

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| (e) Ordinance No. 5849 establishing revised storm and surface water drainage rates and charges for the Storm & Surface Water Utility of the City; repealing Ordinance Nos. 2429, 2577, 3080, 3688, 3980, 4198, 4309, 4456, 4616, 4722, 4947, 5115, and 5706; and | UTIL
Denny
Vidmar | <u>11-83</u> |
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establishing an effective date.

(Discussed with Council on November 17, 2008.)

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| (f) Ordinance No. 5850 establishing the amount of property taxes to be levied for the year 2009, the first year of the City of Bellevue's 2009-2010 fiscal biennium. | FIN
Jan Hawn | <u>11-91</u> |
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Resolution No. 7838 providing for the banking of levy capacity pursuant to RCW 84.55.092.

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| (g) Ordinance No. 5851 adopting the 2009-2010 Budget and 2009-2015 Capital Investment Program Plan; setting forth the estimated revenues and appropriations; establishing job classifications and pay ranges; and establishing an effective date. | CMO/FIN
Steve Sarkozy/
Jan Hawn | <u>11-99</u> |
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| (h) Issaquah School District Impact Fees | DEV
SRVCS
Carol Helland
Catherine Drews | <u>11-151</u> |
|--|--|---------------|
- Ordinance No. 5852 updating the school impact fee schedule for Issaquah School District No. 411; amending Section 22.18.100 of the Bellevue City Code; providing for severability; and establishing an effective date.

(Discussed with Council on November 24, 2008.)

- 12. Unfinished Business
- 13. Continued Oral Communications
- 14. New Business
- 15. Executive Session
- 16. Adjournment

* * Quasi-judicial matters are those in which the Councilmembers sit as "judges" to decide issues involving specifically identified property or other rights between individuals or parties. This differs from Council's usual role of acting in a legislative or policy-making capacity.

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT:

Resolution No. 7829, authorizing execution of the FlexPass agreement with King County and Sound Transit for the purchase and distribution of the annual 2009 FlexPass to City of Bellevue employees.

FISCAL IMPACT:

This Agreement obligates the City to pay King County \$246,931 for the purchase and distribution of the annual 2009 FlexPass to City of Bellevue employees. The proposed 2009-2010 Civic Services Operating budget includes sufficient funding for this contract in the amount of \$246,931.

STAFF CONTACT:

Nora Johnson, Director, 452-4167
Laurie Leland, Service First Manager, 452-4366
Civic Services Department

POLICY CONSIDERATION:

The State Commute Trip Reduction Law (RCW 70.94) requires employers with 100 or more employees to develop a program that encourages its employees to reduce vehicle miles traveled and drive alone commute trips. Bellevue City Code (BCC 14.40), Commute Trip Reduction (CTR), requires affected employers to make a good faith effort as defined in RCW 70.94.534(2) to develop and implement a CTR program.

Bellevue's Comprehensive Plan, Policy TR-12 states: "Ensure that the City as an employer sets a positive example by maintaining a strong transportation demand management program for its employees." By providing a FlexPass, which includes transit and vanpool uses, the City provides employees an alternative to drive alone commuting and sets a positive example to other Bellevue employers.

In February 2007, the City Council passed Resolution No. 7517, adopting a goal of reducing greenhouse gas emissions. Providing FlexPasses as part of an employee rideshare program encourages more use of transit and other non-drive alone modes and thus helps the City achieve its emission reduction goal.

BACKGROUND:

The City of Bellevue, as an employer, implemented a CTR program in 1987. The goals of the City's program include reducing drive alone trips by providing alternative rideshare options to its employees, as well as reducing the parking demand on the City Hall campus and Bellevue Service Center. Rideshare options include transit, vanpool, carpool, walk, drop-off, and bicycle. In 1993, the City began providing FlexPasses to its employees. The FlexPass is an annual, comprehensive transportation benefits program that combines transit, rail, vanpool, and emergency taxi ride features in one program.

As an employer that provides FlexPasses to its employees, the City is required to purchase passes for all CTR-affected employees (employees arriving to work between 6-9 a.m.). The cost of the 2009 FlexPass program is based on the April and May 2008 CTR surveys of the commute patterns of City employees. Other costs included in the FlexPass contract are the City's vanpool subsidy, ride home free guarantee, and King County's setup costs. The 2009 FlexPass Agreement is for 1,040 flexpasses for employees. The City's cost per employee for this FlexPass is \$237. The retail price for an annual transit pass ranges from \$648 to \$2,052, depending upon the number of zones the employee travels through. The FlexPass is more cost-effective for the City and provides the additional vanpool subsidy benefits and ride home free guarantee to all alternate commute mode participants.

The FlexPass is a program that the City, as the administrator for CTR businesses in Bellevue, promotes as an effective tool for employees to ride transit or vanpool. When FlexPass is included in an employer's CTR program, it is associated with an increase in the transit mode share among its employees. By providing the FlexPass as one of the City's CTR elements, it helps the City comply with its own regulatory requirements and sets an example for other employers.

EFFECTIVE DATE:

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

OPTIONS:

- 1) Adopt Resolution No. 7829 authorizing execution of the FlexPass Agreement with King County and Sound Transit. This will continue the City's commitment to encourage CTR options for its employees.
- 2) Do not adopt Resolution No. 7829 and provide staff with alternative direction. This will require the City to purchase individual transit passes or identify and implement other strategies to meet CTR requirements.

RECOMMENDATION:

Adopt Resolution No. 7829 authorizing execution of the FlexPass Agreement with King County and Sound Transit for the purchase and distribution of the annual 2009 FlexPass to the City of Bellevue employees.

MOTION:

Move to adopt Resolution No. 7829 authorizing execution of the FlexPass Agreement with King County and Sound Transit for the purchase and distribution of the annual 2009 FlexPass to the City of Bellevue employees.

ATTACHMENTS:

Proposed Resolution No. 7829.

AVAILABLE IN COUNCIL OFFICE:

Agreement for Sale of FlexPasses Between King County, Sound Transit, and The City of Bellevue.

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7029

A RESOLUTION authorizing the City Manager or his designee to execute the FlexPass agreement with King County and Sound Transit for the purchase and distribution of the annual 2009 FlexPass to the City of Bellevue employees.

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 the FlexPass Agreement with King County and Sound Transit for the purchase and distribution of the annual 2009 FlexPass to the City of Bellevue employees, a copy of which FlexPass Agreement has been given Clerk's Receiving No. _____.

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

(SEAL)

Grant S. Degginger, Mayor

Attest:

Myma L. Basich, City Clerk